

# User Agreement

## 1. Introduction

**1.1** This User Agreement is a contract between the Client (User) and the Company, that governs and defines the general terms and conditions for the provision of services listed at the website of the Company [www.epayservices.com](http://www.epayservices.com), as well as the rights and obligations of each party, in the form of a Public Offer. The User unconditionally accepts the terms and conditions of this User Agreement in the form of a Public Offer (hereinafter “Agreement”) by opening and using a profile with the Payment System of the website [www.epayservices.com](http://www.epayservices.com).

**1.2** For the purposes of the present Agreement the below definitions are being used:

**Account** – recording system of the multicurrency electronic monetary funds within the Client Profile held with **Online.ePayService** payment system;

**Account Balance** – balance of electronic monetary fund intended for the use of the Company services at purpose that does not contradict the terms of the present Agreement and legislation of the country where the User officially resides;

**Account Type** – Personal or Business Account;

**ACH/Direct Deposit** - electronic financial transfer between the banks based in the United States;

**Agreement or Conditions or Terms** – any other additional Agreements or Conditions or Terms accepted by the Client in regard with the use of any services provided by the Company;

**Beneficiary** – Client receiving the inbound electronic money transfer;

**Cancellation of transfer** – cancelation of any inbound or outbound transfer (inclusive of checks) initiated by the Company on the grounds of: (a) annulment or reversal of the transfer by the sender bank, beneficiary bank or by the correspondent bank; (b) transfer being sent in error of the Company, its parent company, subsidiary or affiliate; (c) insufficient supporting documents; (d) the purpose of the transfer being a payment for Prohibited Activities; (e) internal policy of the Company complying with the legal requirements for prevention of money laundering and earned through criminal activities;

**Check cashing** – clearance of the check by the Company on behalf and/or upon instruction of the Client and a further deposit of funds to the Client’s account per Company’s internal Check Cashing procedures.

**Client (User)** – individual or entity registered with the Payment Systems under the terms and conditions of the present Agreement;

**Company** – for the purposes of the present Agreement the term “Company” means MTACC group of companies inclusive of MTACC Inc., MTACC LTD, managing the ePayService payment system and all the products and services related;

**Error** – data processing error generated by the Company and resulted to the incorrect crediting or debiting of Account;

**Informational website** – website of the ePayService payment system containing the information regarding its products, services, tariffs and located at [www.epayservices.com](http://www.epayservices.com);

**Instruction** – any legitimate instruction of any money transfer submission given to the Company by any of its Clients;

**Irrevocable Transfer** – transfer of electronic monetary funds that cannot be revoked by its sender;

**Online.ePayService payment system** – recording system containing financial statistics and data related to the financial services provided by the Company;

**Profile** – set of accounts, personal details, assigned services, rights and obligations of the Client, having the same unique identification number with Payment System, inclusive of all the applicable tools, methods, procedures, instructions and requirements stated at the informational website of the Company and allowing the Client to use the services provided by the Company at purpose that does not contradict the terms of the present Agreement and legislation of the country where the User officially resides;

**Prohibited Activities** – commercial activities, goods and services, listed in the Annex 1 of the present Agreement;

**Sender** – Client initiating electronic money transfer;

**Wire Transfer** – electronic financial transaction between the banks based worldwide.

**1.3** Client appoints the Company as its agent subject to the terms and conditions of the present Agreement, and the Company accepts the above appointment.

**1.4** This Agreement is a legal contract and shall prevail over all previous agreements and contracts between the Client and the Company.

**1.5** Agreements, Contracts, Guidelines and other terms sent over by e-mail and/or stated at the informational website of the company are of the legal force, and neither Client nor the Company has a right to dispute the above documents.

**1.6** In case if any provision of the present Agreement becomes invalid or non-obligatory, such provision shall be excluded, and the other provisions shall remain compulsory.

**1.7** Client is not eligible to transfer or assign any of the rights or obligations under the present Agreement without prior written consent of the Company. The Company reserves its right to assign the present Agreement or any of its rights or obligations under the present Agreement at any time without prior consent of the Client.

**1.8** The present Agreement shall be valid for an unspecified term or till its termination under the clauses 2.21-2.22 of the present Agreement.

**1.9** The present Agreement has been localized for the purposes of better comprehension of its provisions by the Clients. In case if translated text of the present Agreement contains mismatches, the English version shall be considered as the ONLY version governing relations between the Client and the Company.

## **2. Creation of Profile, maintenance and record-keeping. Client verification.**

**2.1** The Company provides its services to the persons aged 18 and over. The underage persons in no circumstances are allowed to use the Company services.

**2.2** Once the Client goes through the Payment System registration process, the new Client Profile will be created. While registering a new Profile the Client is obliged to provide valid information required by the Company. In case if the Client verification fails, the Company may temporarily block or entirely close the Profile.

**2.3** The Client guarantees the validity of the information given during the registration procedure and gives the consent for the above information to be checked with the use of any means and sources under the Company discretion, inclusive of the third party sources and credit history check.

**2.4** By creation of the Profile and acceptance of the terms of the present Agreement the Client confirms that he/she is not acting on behalf of an undisclosed principal or a third-party beneficiary, and undertakes the obligation to benefit from all the accounts opened within his/her Profile in person as well as to act in his/her own interest only.

**2.5** The data verification procedure has the purpose to identify the Client and its residential address, therefore, the Client is requested to provide the documents proving his identity and residence. The list of required documents may vary depending on the country where the Client resides and on the type of account Client is opening. The above list is available online for the Profile registration procedure. The Company reserves the right to decline any Profile creation application without being obliged to provide the Client with the failure reason.

**2.6** Every Client can have only one Profile in the Payment System.

**2.7** Client is not entitled to any interest to be accrued on the amount of Account Balance.

**2.8** The Company will not be facilitating the Client granting loans or overdrafts in order to increase its Account Balance.

**2.9** The Company reserves its right to limit the transactions within the Client Profile as well as to introduce restrictions to any of Client Accounts, products or services Clients uses, inclusive of ePayService MasterCard card replenishment. The Company reserves its right to increase the limits if the Client reasonably requests so, or to reduce the limits under the

terms of the Company internal policy complying with the legal requirements for prevention of money laundering and earnings through criminal activities to mitigate Company's risks.

**2.10** In case if some transactions of the Client Account are considered by the Company as suspicious or it is required in order to comply with the provisions of the present Agreement, the Company reserves its right at any time to request the Client to provide the certified true copy of its passport, and the Client is obliged to provide the above copy or to call to any of the Company offices in person together with the original document. If such a necessity arises, the Company reserves its right to request the Client to provide any other documents as a proof of its identity and/or proof of its registered or actual residential address and/or supporting documents for the inbound or outbound payments as well as any other documents at the Company discretion within the time frame that the Company will determine for every particular case, and the Client is obliged to comply with the above requirements.

**2.11** All the documents received from the Clients will be kept by the Company during the entire period of a business relationship with the Client, and for the period of a20 (twenty) years after client's account is closed. On expiration of the above period the Company is obliged to destroy the documents or return them back to Client upon Client's written request.

**2.12** In case if some personal data (Name, Surname, passport number or passport expiry date, registered or actual address) have been changed, the Client is obliged to inform the Company of such changes within one month of change. The Company from time to time may re-run the Client verification procedure, and in such a case the Client is obliged to provide the Company with all the required documents, inclusive of the documents have been once submitted. In case if the Client fails to comply with the above, its Profile will be suspended till the re-verification process is completed.

**2.13** The Client is obliged to use its Profile and Accounts for legitimate purposes complying with the applicable international law, USA and EU legislation as well as the legislation of the country where the Client resides when he/she uses the Accounts.

**2.14** The Company reserves its right to suspend the Client Profile, Client Account or any financial transaction considered suspicious or fraudulent during investigation process. In case if investigation will prove the suspicions or if it cannot be conducted properly, and the Company will consider the Client actions as fraudulent and violation of the present Agreement, the Client Profile will be closed. The Account Balance, if any, will be transferred back to the last sender of the funds, and the transfer fee will be charged to the Client Account as per Company tariffs stated at the informational website.

**2.15** The Company is obliged to execute all the financial Instructions of the Client submitted through its Profile with the Payment System, provided that such Instructions comply with the terms of the present Agreement and the Balance of Client Account is sufficient.

**2.16** The Company reserves its right to suspend any outbound transfer of the Client for the indefinite period of time if such a transfer does not comply with the terms of the present Agreement, being fraudulent or being the part of the transfer chain violating the terms of the present Agreement or being fraudulent. In such a case the amount of transfer will be credited back to the Client Account, and the Company will proceed with the further actions as per its internal policies for prevention of money laundering and fraud.

**2.17** Upon submission of payments the Company bears no responsibility for the actions/lack of actions of the third parties, correspondent banks, courier services, post services and other persons and/or authorities not being the subject of the Company direct control.

**2.18** The Client is obliged to access its Profile and check the Accounts transactions history and Accounts Balances for discrepancies on a regular basis. The Client has the right to claim any discrepancies in Accounts transactions history during 10 (ten) days since the date when the error has been occurred in the Payment System. Upon expiration of the above period all the transactions on the Client Accounts will be considered as correct. The Company shall investigate the Client claim within 5 (five) business days upon receipt of all the related information from the Client. As an exception, the Client can claim the incorrect transactions later than 10 (ten) days since the date of the error appearance in the Payment System. In such a case an additional fee will apply as per Company tariffs stated at the informational website.

**2.19** All the applicable fees for any products and/or services provided by the Company will be charged to the Client Account without its prior authorization.

**2.20** The Company reserves its exclusive right to suspend at any time or to limit the access to the Profile, Accounts or Company services, as well as to reduce any payment limits in case if the Client fails to comply with the terms of the present Agreement or any other Agreements or Conditions or Terms the Client has accepted.

**2.21** The Company reserves its exclusive right at its discretion and at any time to close any Client Account or Client Profile without any reasoning. In such a case the Company is obliged to inform the Client of the upcoming closing 15 (fifteen) days before. The amount of Account Balance, if any, upon the Company discretion may be transferred back to the last sender of funds, or transferred to the Client as per provided payment details. The transfer fee will be charged to the Client Account as per Company tariffs stated at the informational website.

**2.22** The Client has the right to terminate the present Agreement at any time submitting a request for closing of its Profile to the Company, provided that its Profile and Accounts are active without any restrictions and no additional ongoing verification or investigation of its Profile, its identity and/or payments is conducted within the terms of the present Agreement. The Company is obliged to transfer the amount of Client Accounts Balance, if any, using the payment details provided, and such a transfer shall not contradict with the terms of the present Agreement. The transfer fee will be charged to the Client Account as per Company tariffs stated at the informational website, and the Client Profile will be closed.

**2.23** The Agreement is only terminated once the Client Profile is closed and Client Accounts Balance is zeroed. In case of the negative Balance of any Client Account, the Profile remains opened and the present Agreement remains valid.

**2.24** Despite the provisions of the clauses 2.21-2.22 defining the possibility of any time Profile closing, the Client may remain obliged to fulfill its obligations towards the Company under the present Agreement if such obligations have incurred prior the termination of Agreement.

### **3. Check cashing. Incoming and outgoing payments.**

**3.1** The Company accepts checks for further clearing & settlement and process incoming and outgoing payment transfers, inclusive of the third party favor transfers, as per Client instruction and according to the terms of the applicable valid financial licenses.

**3.2** The Company only accepts checks and incoming payments initiated by entities or Clients.

**3.3** The Company is obliged to arrange the express courier delivery of the checks, weekly or upon accumulation, from the Company Mail Delivery Points to the Company offices for the further cashing. The Company bears no responsibility towards the Client for the possible delay, loss or damaging of the checks caused by the third party providing express courier delivery services or by the customs.

**3.4** The Company is entitled to receive monetary funds for the checks instructed to be cashed by the Client and for the electronic payments using any facilities complying with the applicable legislation of the countries where the Company, its parent company, subsidiary or affiliate business activity is held.

**3.5** It is strictly PROHIBITED to send or receive any payments, inclusive of internal payments, for Prohibited Activities listed in the Annex 1 of the present Agreement. Prohibited payments will be instantly returned back to the sender, and the Client Profile will be closed. The amount of Client Accounts Balance, if any, will be transferred back to the last sender of the funds. The transfer fee will be charged to the Client Account as per Company tariffs stated at the informational website.

**3.6** The Client is entitled to receive payments from any websites where its income is generated, as well as from any contractors and other payers. The Company is obliged to accept such payments on Client favor, provided that the remittance purpose does not violate with other terms of the present Agreement and Annex 1 of the present Agreement. The Client and the paying company shall have a signed or accepted agreement (contract) that governs their business relationship. The Company may require the Client to provide the above agreement (contract), and the Client shall provide it within 3 (three) business days since the request date. In case if the Client is not in position to provide the requested agreement (contract), the Company shall follow the provisions of the present Agreement.

**3.7** If the amount of the check or the total amount of the Client checks received the same day is less than USD 1,000, the Company is obliged to credit the Client Account with the check funds within 2 (two) business days since the date following the date of check deposit to Company bank account. The check will be deposited to Company bank account during weekdays within 24 hours after it is received at the headquarters of the Company based in USA.

**3.8** If the amount of the check or the total amount of the Client checks received the same day exceeds USD 1,000, the Company, in order to comply with the policy for the prevention of fraud and money laundering, reserves its right to delay the crediting of the check funds for the period up to 10 (ten) business days and follow the provisions of the present Agreement.

**3.9** If the amount of the check or the total amount of the Client checks received the same day exceeds USD 5,000, the Company, in order to comply with the policy for the prevention of fraud and money laundering, reserves its right to delay the crediting of the check funds for the period up to 20 (twenty) business days and follow the provisions of the present Agreement.

**3.10** The checks in a currency different from US Dollars and issued by the banks outside US will be cashed within 30 (thirty) business days.

**3.11** The Company reserves the right to increase the cashing period for any check of any amount up to 30 (thirty) calendar days, if the previous Client checks have been declined for any reason, or the Company unilaterally assumes the possibility for the check to be declined.

**3.12** The Client name and surname on the check shall match its Profile. Checks issued on a Client name and surname different from its name and surname stated in the Profile will be returned to the sender, and the check mailing fee will be charged to the Client Account as per Company tariffs stated at the informational website.

**3.13** The Client Account check or payment crediting transaction may be reversed in case if the check clearance has been cancelled by the bank for any reason. The applied check cashing fee will not be refunded. The Company will charge the Client Account without its prior authorization with the amount of declined check fine as per Company tariffs stated at the informational website.

**3.14** The Company reserves its right to suspend the crediting of incoming payment to the Client Account for the period required for further investigation or for risk assessment, if the legality of such payment has been doubted. In case if investigation will prove the suspicions or if it cannot be conducted properly, and the Company will unilaterally consider the Client actions being fraudulent and contradicting with the terms of the present Agreement, USA or EU legislation, Money Laundering Prevention Law or the legislation of the country where the Company, its parent company, subsidiary or affiliates hold the business activity, the Client Profile will be closed, and the Client Accounts Balance, if any, will be transferred back to the last sender of the funds. The transfer fee will be charged to the Client Account as per Company tariffs stated at the informational website.

**3.15** Incoming monetary transfers (apart from internal transfers) credited to the Client Account may be cancelled if they become a subject of refund or annulment. Amounts of such credited transfers may be charged to the Client Account without its prior authorization, and, depends on a case, a relevant fine may apply in the amount defined by the Company tariffs stated at the informational website. The Client is obliged to disburse the Company with the full amount of refundable, cancelled or annulled payment and any applicable refund, cancellation or annulment fees.

**3.16** All outbound transfers become definitive and irrevocable once the Company accepted and actually executed the Client outbound transfer instruction, with exception for outbound

bank checks that can be cancelled at additional fee as per Company tariffs stated at the informational website. Once the funds have been debited, the Company does not disburse the amounts of executed monetary funds transfers and does not cancel the executed monetary funds transfers, even in a case where the Client has initiated such transfers by mistake. In such case the Client shall address its claim for refund of fund to the beneficiary.

**3.17** Any outbound transfer refunded to the Client Account for any reason will be credited to the Client Account in its actual amount, taking into consideration the refunded amount and excluding the amount of fees the Client has paid or was about to pay under outbound transfer initiation. In case if the Bank treats the refunded payment as a new inbound transfer and charges the Company with the inbound payment fee, the Client Account will also be charged with the inbound payment fee as per Company tariffs stated at the informational website.

## **4. Liabilities**

**4.1** The Client shall cover all kinds of expenditures for cancellation and reverse of payments, applicable fines, fees and penalties the Company bears when the Clients fails to comply with the provisions of the present Agreement. The Client agrees to provide legal protection and indemnify the Company, its parent company, subsidiaries, affiliates, subject persons, directors, agents, partners, employees and suppliers for any lawsuits, claims (including legal expenses cover), fines and other obligations towards third parties emerged when the Client fails to comply with the provisions of the present Agreement or uses the Company services.

**4.2** In case if the Client becomes liable to the Company, the Company is entitled to charge the Client Account with the relevant amount without its prior authorization. In case if the amount of Balance is not insufficient it will turn to be negative and the Client will be obliged to replenish its Account without any delay or reimburse the Company in other way.

**4.3** In case if the Client Account has a negative Balance the Company is entitled to offset the debt with any amounts added by the Client or credited to the Account. If the Client Accounts have Balances in different currencies the Company is entitled to convert the amount required for offset at the Company rate.

**4.4** In case of any disputes with other Users of the system, the Client indemnifies the Company, its parent company, subsidiaries and affiliates for liability to cover actual or consequential losses of any kind upon any claims or requirements resulted from or related to such disputes.

**4.5** In no circumstances the Company, its parent company, subsidiaries, affiliates, subject persons, directors, agents, partners, employees or suppliers shall become liable for the loss of income or any actual, incidental or consequential damages occurring in connection with informational website, payment system, Company services, present Agreement, use of Account or Profile by the Client (for any damage cause inclusive of negligence). The liability of the Company, its parent company, subsidiaries, affiliates, subject persons, directors, agents, partners, employees and suppliers towards the Client or towards any third party shall be always limited by the actual amount of directly incurred damage.

**4.6** The Company bears no responsibility for the receipt of payment or cashing of checks in case if those payments or checks have been issued and sent not in a strict compliance with



the Company requirements stated in the menu Check and Bank Transfer inside the Client Profile. All the payments associated expenditures, inclusive of investigation and correction fees, shall be covered in full by the Client.

**4.7** The Company bears no responsibility, inclusive of responsibility for direct and consequential damages, loss of income and other kinds of losses incurred when the Client fails to comply with the third party Agreements and, as a consequence, the third party companies suspend or block the payments to Company accounts or internal transfers.

## **5. Safety of data transmission**

**5.1** All Client related information in Online.ePayService is transmitted by encrypted 256-bit SSL security protocol. The Company guarantees the complete confidentiality of the Client data, accounts and financial services provided, and that information can only be disclosed at the official legitimate request of the state authorities or authorized bodies according to the legislation of the countries where the Company, its parent company, subsidiaries, and affiliates are operating. In case if the facts of very serious crimes committed by the Client will come to the Company knowledge, such as receipt of funds for drug trafficking, production and sale of child pornography, receipt of funds for the provision of forged payment documents or receipts, terrorism, hacking or attempted hacking settlement system, laundering of illegally obtained funds, fraud or attempted fraud in relation to the Company, which resulted in or could lead to financial or other damages, including loss of profits, as well as in some other cases, including those listed as Prohibited Activities, the Company reserves the right to apply to law enforcement authorities with the facts, confirming the illegal actions of the Client and provide the authorities with all the information requested.

**5.2** In order to insure security of the Client Profiles, Accounts, funds held on Accounts, Account Balance and Client personal information, Accounts and funds management information, the Company sets a range of protective measures, such as IP address sensitive access to Client Profile, notice of the last access date, time and IP address, as well as the use of software tokens or SMS-verifications for access and Accounts transactions, inclusive of funds withdrawal.

**5.3** The Client bears a full and a sole responsibility for the safety of its funds held at Accounts, personal data and Profile related information, and does not have and will not have any future claims against the Company, in case if the Client neglects the protective measures provided by the Company, as well as personal protective means such as timely and mandatory update of the Client computer operating systems, browsers in use, installation and timely update of firewall and antivirus software, ongoing hardware scanning and other applicable methods.

**5.4** The Client is obliged to notify the Company without any delay once he/she suspects illegal access to its Profile by the third party, as well as in case of the loss of the SIM card in its mobile phone used for the Client verification purpose. In case if the Client fails to do so, he/she shall bear full responsibility for the safety of its funds, personal data and Profile related information, and does not have and will not have any claims against the Company.

**5.5** The company is obliged to continuously support the functioning of the Payment System to its best ability, carry out the maintenance in order to improve efficiency and identify

possible technical errors, provided that the Clients will be notified of the upcoming maintenance prior at least 24 hours by internal company newsletter published inside the Client Profile. In some exceptional circumstances, the Company reserves its right to carry out an emergency maintenance without prior notification.

**5.6** The Company is not liable for any indirect, incidental or consequential, moral and material damages, lost profits, in case if the Client will not be able to access its Profile, its Account, payment system website or to carry out any financial operation on its account while the maintenance is being conducted.

**5.7** Despite the Company efforts to ensure a continuous, safe and smooth operation of the informational website, Payment System and Company services, the Company is not in position to guarantee and does not guarantee a continuous, uninterrupted and secure access to the informational website, payment system or to any of Company services, inclusive of third party API, so the functioning of informational website and payment system may be exposed by several factors out of the Company control. The Company will make reasonable efforts to ensure the timely processing of requests for crediting and debiting of funds, however, the Company makes no representations or warranties with respect to the length of processing time required, as the provision of services by the Company depends on a variety of factors out of the Company control, such as the banking systems and postal services delays, and other factors.

**5.8** Any correspondence between the Client and the Company shall be conducted through the internal mail inside the Client Profile.

## **6. Money laundering prevention and Taxes**

**6.1** The Company is obliged to operate and operates in a strict compliance with the legislation of United States, Money Laundering Prevention Law, the US Bank Secrecy Act, the European Union legislation, the legislation of the Republic of Malta and UK, the guidelines and institutions for financial services providers issued by the USA Financial Crimes Enforcement Network FinCEN. Any provisions not covered in the present Agreement shall be regulated in accordance with the above-mentioned legislation, guidelines and instructions. The company is a financial institution that aims to fully comply with the laws and rules of the AML (Anti Money Laundering) and KYC (Know Your Customer). Company policy requires to prevent the possibility of the illegal turnover of funds, fraud and other financial crimes, including terrorist financing by using the Company services.

**6.2** The definition and provision of tax reporting, list of taxes, fees, fines and penalties, as well as their timely payment, provided for by the legislation of any country or state, are being an exclusive responsibility of the Client. The Company is not responsible for any act or omission of the Client to pay taxes, fees, fines, penalties and of tax returns, provided by the legislation of the country of residence of the Client. The Company bears no responsibility if the Client refuses to pay taxes, fees, fines, penalties and of tax returns in the country of its residence. Client confirms, under penalty of perjury, that all the services the Client provides and gets paid for through the Company, have been provided outside the United States of America.

## **7. Force majeure**

**7.1** Neither party shall be liable for damages caused by the failure or improper performance of obligations under the present Agreement due to force majeure or for reasons that do not depend on the capacity or the will of the Parties. Among these reasons and circumstances, considered as force majeure are: war (including civil), sabotage, fire, acts of terrorism, the impact of rodents or insects, natural disasters (including lightning strikes, wind storm, flood), explosions, acts or omission of correspondent banks, courier services, postal services, government authorities of the United States of America, the European Union, the Republic of Malta and / or countries where the company has offices, including illegal actions of administrative authorities, strikes, failure of satellites or the main channels of communication, which is based on the provision of services to the Company, unlawful acts of third parties (theft, breakage of equipment, etc.), as well as any other individuals and / or departments not subject to the direct control of the Company.

## **8. Other provisions**

**8.1** The Company does not control and assumes no liability in respect of goods or services paid by means of the Company's services. We do not provide guarantees for the identification of any User and we are not in position to guarantee and does not guarantee the completion of the transaction of the Client with any vendor the Client enters into relationship.

**8.2** The Company is entitled to receive interest on the funds deposited to the Company bank accounts on behalf of the Client. The Client assigns its rights to receive interest on these funds to the Company.

**8.3** The Client agrees that the Company bears no obligation to disclose to the Client any information about its risk management system, internal policies and security of other Users and the system itself. The Company does not enter into disputes with the Client, discussions and other relationships, explaining or commenting in any way the sole decision of the Company and its causes, with any actions of the Company related to the implementation of the present Agreement.

**8.4** The Company is entitled to charge for any additional services provided by the Company not covered by the present Agreement. The Company undertakes to inform the Client of the fees for services requested at the time of the Client requests such services.

## **9. Changes and amendments**

**9.1** The Company reserves the right to unilaterally and at any time to make changes and amendments to the present Agreement, in terms of use of the product or service, including tariffs, commissions or other remuneration of the Company, terms of maintenance of Client Profile, Client Accounts, Profile access and management as well as any other agreements or conditions or rules, and is obliged to notify the Client of the introduced major changes by posting an updated version of the present Agreement at the Company informational website 30 calendar days prior its entry into force. 30-day notice period does not apply to any changes of the present Agreement, which refers to the addition of new services, additional functionality of existing services, or any other change which, in the sole discretion of the

Company, does not lead to a reduction in the Client rights of or additional liabilities entrusted to the Client. In this case, the changes are carried out without prior notification and with immediate effect.

**9.2** If the Client does not accept any significant change of the present Agreement, the Client is entitled to close its Profile in the manner prescribed in clause 2.22. If the client does not express its disagreement with any of significant change of the present Agreement by closing the account during 30 days before the date of those changes entry into force, it is considered by default that the Client has accepted these changes.

**9.3** Any addendum to the present Agreement shall be considered as an integral part of the present Agreement.

# Annex 1

To ePayService payment system User Agreement

## Prohibited Activities, goods and services

**1** The present Annex to ePayService payment system User Agreement states the list of commercial activities, goods and services, payments for those are prohibited to be conducted through the use of funds held at Client Accounts with ePayService payment system, as well at ePayService of MasterCard card accounts.

**1.1** Counterfeit Currency, counterfeit coins and counterfeit brand. Fake or counterfeit goods.

**1.2** Violation of copyrights, patents, trademarks, trade secrets or other rights of intellectual property.

**1.3** Initiation and processing of potentially fraudulent or suspicious transactions.

**1.4** Advertising, including the provision of advertising space, of any illegal activities referred to in this Annex.

**1.5** Experiments on Animals.

**1.6** Prostitution and escort service, including any sex clubs.

**1.7** Any business, providing the excessively false information in relation to its goods or services.

**1.8** Wholesale sales of any products, including cellular phones and computer equipment.

**1.9** Narcotics and related products, the description of narcotics or drugs.

**1.10** Electronic equipment that is prohibited in the country of the consumer (such as decoders for cable TV, radars and traffic lights control devices, electronic surveillance equipment, listening devices and telephone bugs, etc.).

**1.11** Firearms and ammunition.

**1.12** Public decals, government documents, uniforms, government IDs and licenses, as well as products related to the police.

**1.13** Hazardous products to human life and health, as well as goods with restrictions on use (for instance, explosives, radioactive materials, toxic substances, etc.).

**1.14** Human organs and remains.

**1.15** Products that promote illegal activity or inciting others to engage in illegal activities.

**1.16** Devices for breaking and opening locks.

**1.17** SPAM, lists for sending spam, as well as any information containing personal data, including e-mail.

**1.18** Financial (monetary) multi-level marketing, pyramid, matrix, and other quick income schemes.

**1.19** Offensive material (for instance, products that offend morality, materials, offensive ethnic or racial, Nazi memorabilia items, goods preach violence, ethnic hatred, hatred, racism, insulting and abusive remarks and insults).

**1.20** Medications of any kind, their derivatives, as well as raw materials for their production, prescription, except for dietary supplements based on non-narcotic herbs.

**1.21** Stolen property and property with removed serial numbers.

**1.22** Poisonous herbs and illegal seeds.

**1.23** The production, storage, distribution, advertising, including providing an advertising platform for video, photo and online materials containing child pornography, bestiality, necrophilia, rape, including the simulation of these actions.

**1.24** Gambling (any casino varieties, including poker, roulette, bingo, baccarat, and others, bookmaking (betting) - all types of bets on all sorts of events, with the exception of the Forex, trading stocks and futures on exchanges that are traded legally and have the necessary permits and licenses for the exchange operation), lottery tickets.

**1.25** Websites or individuals engaged in the exchange of any electronic and / or e-currencies, under the condition of regular activities aimed at making a profit (the commission for exchange), with exception stated in the paragraph below.

**2** Use of funds held at Client Accounts with ePayService payment system is permitted, provided that all the applicable permits and licenses are granted by the country where the User is registered, and upon receipt of a written consent from the ePayService payment system.

**2.1** Financial or payment tools using the trusted means of identification of the beneficiary for the purpose of prevention of illicit trafficking, financial fraud, money laundering and legalization of funds obtained by illegal means, and conducts a full system check and monitoring of inbound, outbound, and other transactions processed by those financial or payment tools.

**3** In case of violation of the clause 1, articles 1.1-1.25 as well as the clause 2 in the part of compulsory ePayService payment systems written consent, ePayService payment system may exercise its exclusive right, immediately and without prior notification, to block the Client Profiles violating the above articles, and freeze the funds held at accounts for the possible protection of the company, its parent or subsidiary companies, affiliates, other Users of the system and other third parties from the lawsuits and reputational risks, and for the purposes prescribed by US and/or the User country legislation.