

# TERMS OF USE

Last modified date - 09.04.2023

## 1. General conditions

- 1.1. This Agreement (hereinafter referred to as the "Agreement") regulates the relations on the use of the StreamPay platform between the StreamPay Administration, hereinafter referred to as "Administration", "StreamPay", "Service", and the person using the StreamPay Service to receive the services specified in the Agreement, hereinafter referred to as "Client".
- 1.2. This Agreement is a public offer – a proposal addressed to an indefinite circle of persons, which expresses the intention of the person who made the offer (Administration) to consider himself to have concluded an agreement with the addressee who will accept the offer.
- 1.3. Visiting StreamPay and using its functionality is the Customer's full and unconditional acceptance of this Agreement, the Privacy Policy and the procedure for processing personal data, as well as the Cookie Policy.
- 1.4. The Agreement and the form of its appendix may be changed unilaterally by the Administration without any special notification to the Client. The new version of the Agreement and application forms comes into force from the moment they are posted on StreamPay. The current version of the Agreement and application forms with hyperlinks is available on the Internet at the following address: <https://streampay.money>.
- 1.5. The Administration recommends that the Client regularly check the terms of this Agreement and its annexes for changes. The continued use of StreamPay by the Client after making changes to the terms of this Agreement means that the Client agrees and accepts such changes.

## 2. Basic terms

- 2.1. For the purposes of application and interpretation of this Agreement, the basic terms defined below are used to it (unless otherwise explicitly stated in the Agreement or in the annexes).
  - 2.1.1. StreamPay is a payment service designed to simplify settlements between individuals, legal entities and/or individuals on the Internet using both fiat currencies and cryptocurrencies in Asia, Europe, South America, North America, Australia and Oceania.
  - 2.1.2. The Parties are the Administrator/Administration and the Client.
  - 2.1.3. Clients are persons who have joined the Agreement.
  - 2.1.4. Payers are persons who initiate the sending of payments in favor of recipients using the StreamPay system.
  - 2.1.5. Recipients are persons who accept payments using the StreamPay system.
  - 2.1.6. Registration – provision by the Recipient of the Administration data required in accordance with the Terms by entering them on the Website for the purpose of using StreamPay.
  - 2.1.7. The Website is an Internet resource of the Administration posted on the Internet at <https://streampay.money>.
  - 2.1.8. Business account - an account created by a legal entity or an individual entrepreneur, duly registered in accordance with the requirements of current legislation.
  - 2.1.9. Personal account — an account created by an individual.
  - 2.1.10. Wallet is a part of the account that reflects the balance of Funds belonging to the Client in one of the selected currencies. One Account can have several Wallets in different currencies.
  - 2.1.11. Wallet type — a wallet in one of the available currencies.

## 3. Rules of registration in the StreamPay system

- 3.1. In order to become a Client and start using the Services of the System, the Applicant must create an Account by registering.
- 3.2. An applicant wishing to create an Account must complete the registration procedure: fill out registration forms on the Website, provide Authorization data, and accept the terms of this Agreement by clicking on the “Register” button and marking consent to the processing of personal data in the appropriate field of the registration form.
- 3.3. Acceptance of the Agreement by the Applicant is equivalent to the conclusion by the Parties of a bilateral written agreement.
- 3.4. During the Registration procedure, the Applicant must inform the Administrator of the following data:
  - 3.4.1. For individuals:
    - Name;
    - Last name;
    - Email address;
    - Password.
  - 3.4.2. For legal entities and individual entrepreneurs:
    - Name of the company or sole proprietor;
    - Website;
    - Business Description;
    - First and last name of the manager or authorized representative;
    - Country of registration and legal address;
    - Email address and mobile phone number of the contact person;
    - Authorization data.
- 3.5. By accepting this Agreement, the Applicant confirms that he is acting on his own behalf, and not on behalf of or in the interests of third parties.
- 3.6. The Administration has the right to request documents and information from the Client that are necessary for updating data on its activities. If the Client refuses to provide the 3 necessary documents and information or intentionally provides false information about himself, the Service has the right to refuse to provide Services to the Client.
- 3.7. After completing the registration procedure, an Account is created in the System and the Applicant becomes a Client.
- 3.8. The Client can add a Wallet for each of the available currencies. All Funds transferred to the Client's Account are stored on Wallets in the appropriate currencies.
- 3.9. The storage period of Funds in the Wallet is not limited, no interest is accrued on them.
- 3.10. Limits on deposits, payments and withdrawals may be applied to the Wallet, depending on the status of the Account, the type of Wallet and other factors taken into account by the Administrator. These restrictions are always presented on the Website in the personal account.

## 4. Rights of the parties

- 4.1. The Administration has the right to:
  - 4.1.1. Refuse to provide Services, as well as refund the payment if the payment has not passed the security check provided for by the rules of International Payment systems and internal procedures of the Service.
  - 4.1.2. Within the framework of its internal rules and business policy, in order to minimize possible risks and losses of the Service and the Client from fraudulent activities, noncompliance with legal requirements, unilaterally establish and/or change the maximum amount of the transaction for the provision of Services by the Service to the Client on the basis of this Agreement.

- 4.1.3. If claims arise from the sender of funds regarding the unreasonableness of debiting funds from his account in favor of the Client and/or his counterparty, the Service takes measures to resolve disputes, guided by the requirements of International Payment systems and current legislation. Upon confirmation of the illegality of the Transaction, which arose as a result of intentional or negligent violation by the Client, his staff and/or his counterparty, of the terms of the Contract, the Client is obliged to reimburse the Service for the amount disputed, and the Service has the right to withhold this amount from subsequent refunds to the Client.
  - 4.1.4. Check the Client's compliance with the provisions of this Agreement.
  - 4.1.5. Contact the law enforcement authorities, if he has information about the already identified illegal actions of the Client using Cards or electronic means of payment or possible illegal cases in the future.
  - 4.1.6. The Service has the right to suspend the provision of Services to the Client (notifying the Client no later than the day of suspension) in the following cases:
    - If Transactions at the time of their commission arouse suspicion about their legality (based on information received by the Service as a result of monitoring operations);
    - If the Service receives a notification from the International Payment System and/or from the Card Issuer (including in electronic form) that the Transactions carried out by the Client are fraudulent;
    - If the Service receives a request from the International Payment System to suspend/terminate the provision of Services to the Client;
    - If the Service receives a notification from the International Payment System (including in electronic form/by fax) that the Client exceeds the permissible (in accordance with the rules of the International Payment System) number of transactions per month or the permissible level of monthly turnover for Transactions for which claims are made.
  - 4.1.7. The Service reserves the right to distribute advertising and informational materials to registered users using emails.
- 4.2. The Client has the right to:
- 4.2.1. Receive consultations from the Service on the procedure for connecting to Services in the StreamPay system, consumables and information materials, instructions on working with the StreamPay system and the procedure for conducting Transactions.
  - 4.2.2. Receive additional information and statistics of Transactions in favor of the Client.
  - 4.2.3. By agreeing to the Agreement, the Client consents to the processing of personal data and the sending of e-mails to the specified e-mail addresses. The Client has the right to unsubscribe from the advertising mailing list by selecting the "Unsubscribe from the mailing list" item in the advertising letter.

## 5. Obligations of the parties

- 5.1. StreamPay is obliged to:
- 5.1.1. To carry out payments in accordance with this Agreement, using as a source of funds provided by the Client: bank cards, electronic payment systems and other means of payment not prohibited by law, depending on the payment method used.
  - 5.1.2. Execute Remote orders of Clients that do not contradict the current legislation, rules of International Payment systems and this Agreement.
  - 5.1.3. Transfer to the Client's bank cards or electronic wallets the amounts of payments accepted in his favor, minus the cost of financial services for accepting payments using the StreamPay system.

- 5.1.4. Deduct from the Client's account the amounts of payments sent, minus the cost of financial services for accepting payments using the StreamPay system.
- 5.1.5. Ensure confidentiality and non-disclosure of information about transactions, Cards, electronic payment means of Customers and their personal data.
- 5.2. Client is obliged to:
  - 5.2.1. Comply with the requirements of the legislation and rules of International Payment Systems applicable to the Services.
  - 5.2.2. Upon request of the Service, provide the necessary documents, information and other data for identification, determination of the essence of the activity and financial condition, in order to comply with the requirements of legislation regulating relations in the field of prevention of legalization (laundering) of proceeds from crime.
  - 5.2.3. Do not exceed the maximum Transaction amount.
  - 5.2.4. Not to disclose the data used to authorize the Client in the StreamPay system to third parties.
  - 5.2.5. Control the transfer of the dynamic password and data used to authorize the Client in the StreamPay system to third parties and Trusted Persons, including employees or 5 contractors of the Client to connect to the StreamPay system, sign or confirm payments, make changes to the terms of Service and notify the Service about the Client's Trusted Persons and the list of their powers.
  - 5.2.6. Not to use the StreamPay system and Services for making Transactions for accepting payments in relation to the sale of prohibited goods and services.
  - 5.2.7. Pay for Services and other services of the Service in accordance with the Service rates.
  - 5.2.8. To carry out Transactions in accordance with the terms of this Agreement.
  - 5.2.9. Notify the Service of all changes in the Client's data related to the execution of this Agreement no later than 3 calendar days from the date of their occurrence in writing by providing the relevant documentation and/or information by letter to the e-mail box [support@streampay.money](mailto:support@streampay.money) the Service or through other communication channels with the support service of the StreamPay system.
  - 5.2.10. When conducting a Transaction, observe the procedure for working with Cards set out in this Agreement, the rules of International Payment Systems and the current legislation.
  - 5.2.11. When creating requests for withdrawal of funds from the Client's Account, specify the correct details to which the Service will make transfers. The Service is not responsible for the completeness and accuracy of the details provided by the Client.
  - 5.2.12. Ensure confidentiality and non-disclosure of information about transactions, personal data of senders of funds, Transactions.
  - 5.2.13. In accordance with the requirements of the international Internet payment security standard 3-D Secige, adopted by International Payment systems, the Client undertakes NOT to require the entry of Card details (card number, expiration date, CVV) from the senders of funds on his website. The Card details are entered STRICTLY on the secure Servers of the Service or on the pages of electronic payment systems that are partners of the Service and exclusively personally by the sender of funds.
  - 5.2.14. Comply with other terms of use of the StreamPay system that define the rights and obligations of the Parties.
  - 5.2.15. If circumstances arise that prevent the fulfillment of the terms of this Agreement, notify the Service within three days.
  - 5.2.16. Notify the Service immediately, but no later than one calendar day, of the detected facts of compromise. Take immediate measures to prevent compromise and eliminate

weaknesses in the security of protected information. Disclose information to judicial and law enforcement agencies about compromising events, in accordance with the procedure established by current legislation. To provide an opportunity for its employees to contact representatives of the Service through all available communication channels to determine the degree of compromise of card payment details.

## 6. Responsibility of the parties

- 6.1. In case of non-fulfillment and (or) improper fulfillment of their obligations under the Agreement, the Parties are liable in accordance with the Agreement, Internal Policies and applicable legislation.
- 6.2. The Client undertakes to reimburse the Administrator for all amounts paid by the latter as compensation for damages due to the Client's violation of the requirements of the current legislation when using the System, provided that the Administrator provides relevant documents confirming the amount of losses incurred by the Administrator.
- 6.3. The Client is fully responsible for all Transactions accounted for in his Wallet, including any Transactions using bank payment cards. Such Transactions also include Transactions carried out by third parties who have gained access to his Wallet.
- 6.4. The Client is fully responsible for familiarizing himself with the requirements of the current legislation in the country of which he is a resident, regulating the creation of an Account and Money Transfer Operations using the System. The Administrator is not responsible for the Client's violation of the current legislation in connection with the use of the System. If the use of the System and Services by the Client contradicts the provisions of the legislation of the country of which the Client is a resident, the Client is obliged to immediately stop using the Services.
- 6.5. The Client is fully responsible for all risks associated with the use of the Internet when interacting with the Administrator, other Clients, third parties.
- 6.6. The Client undertakes not to take actions misleading other persons regarding the services provided by the Administrator and capable of directly or indirectly damaging the Administrator's business reputation, including, but not limited to, impersonating the Administrator's representatives in any capacity and context, falsifying internal information of the System, including, but not limited to, transaction numbers, Wallets and any other data, in the form of text, screenshots and any other media, the creation of clone sites based on the System and other similar actions. In case of violation of this rule, the Administrator reserves the right to block the Client's accounts, freeze funds until the completion of the proceedings, as well as restrict the use of the System in other ways. The Administrator also reserves the right to initiate prosecution of violators in the courts of the relevant jurisdiction, including cases when such actions are committed by unauthorized persons who are not Clients of the Administrator.
- 6.7. The Client undertakes to protect the Administrator's interests, compensate the Administrator for losses and pay compensation to the Administrator, as well as release the Administrator and his affiliates from damage from any claims, demands, expenses or expenses (including legal support costs, fines or penalties) that they incur as a result of or on the basis of the Client's violation of this Agreement, any applicable laws or regulations and/or the use of the System. This provision remains in force after the termination of the relationship between the Parties.
- 6.8. If, through the fault of the Client, the Payment made is a reason for the payer to file a claim against the Administrator for the protection of the violated right, the Administrator has the right to demand from the recipient of the Funds compensation for losses incurred as a result of the recovery of funds or other property from the Administrator in favor of the payer.

## 7. Payment methods

- 7.1. The payment methods available in the StreamPay system are indicated in the Client's personal account. The Service has the right to unilaterally make changes to the list of Payment Methods without mandatory prior notification to the Client.
- 7.2. The Service has the right to unilaterally set restrictions and limits on the provision of Services for each Payment Method (for example, the Maximum and Minimum Transaction amount for each Payment Method) without mandatory prior notification of the Client.

## 8. Financial conditions

- 8.1. The cost of financial services for accepting payments using the StreamPay system and the limits for each Payment Method are indicated in the corresponding section of the Client's personal account. The Service reserves the right to change tariffs and/or limits unilaterally.

## 9. Information interaction between the parties

- 9.1. The interaction of the Administrator with the Client is carried out according to the Contact details.
- 9.2. The interaction between the Client and the Administrator can be carried out in English and Russian.
- 9.3. The Client can contact the Administrator at any time by writing a message to the Support Chat on the Website or by e-mail at: support@streampay.money.
- 9.4. The Administrator may inform the Client about changes in the operation of the Services provided by sending notifications by e-mail or by publishing information on the changes made on the Website.
- 9.5. The document flow between the Client and the Administrator is carried out in electronic form within the Account. At the same time, the use of authorization data by the Client is recognized by the Parties as an appropriate and sufficient way of authenticating the Client for the purposes of document management, as well as to confirm the authenticity and integrity of the sent electronic document, except in cases stipulated by the Agreement or Internal Policies. The input of the Client's authorization data is recognized by the Parties as an analogue of the Client's handwritten signature.

## 10. Dispute resolution and dispute resolution

- 10.1. All disputes and disagreements arising out of or in connection with this Agreement will, if possible, be resolved through negotiations.
- 10.2. If the Parties do not come to an agreement, disputes and disagreements are subject to resolution in accordance with the procedure established by the current legislation.
- 10.3. In case of claims, the Service takes measures to resolve disputes, guided by the requirements of International Payment systems and current legislation.
- 10.4. Upon confirmation of the illegality of a Transaction resulting from a deliberate or negligent violation by the Client of the terms of this Agreement, the Client is obliged to reimburse the Service for the amount of the disputed Transaction, and the Service has the right to withhold this amount from subsequent refunds to the Recipient.

## 11. Force majeure

- 11.1. The Parties are not responsible for any delays in the performance or non-performance of obligations, any damage, including losses, as well as expenses related to claims or claims of third parties that may arise as a result of natural phenomena, actions of civil or military authorities, civil unrest, strikes or other labor conflicts, fires, emergencies during transportation, interruptions in the operation of communication systems, engineering support, Internet services or network access service providers, actions or inaction of third parties, unauthorized penetration into the services or their destabilization by third parties using any means, including DDoS attacks, computer viruses, Trojans, worms, programs with an action

timer, as well as any other programs or technologies aimed at destabilizing or delaying the Services (each of these events is referred to as “force majeure”). The Party in respect of which force majeure circumstances apply is obliged to inform the other Party no later than 10 days after the occurrence of these circumstances.

- 11.2. The provisions of clause 11.1 do not limit or terminate the Client's obligations with respect to making and returning Payments, paying any kind of fines, penalties, Commissions, returning goods or (not) performing works and services after the end of force majeure circumstances.

## 12. The term of the contract. Termination of the contract

- 12.1. This Agreement comes into force from the moment of registration by the Client in the Service and is valid until its termination by one of the Parties. Either Party may terminate this Agreement by sending a notice of termination to the other Party at least 10 days prior to the date of such termination.
- 12.2. The Service may terminate the provision of Services under this Agreement and/or terminate the Agreement unilaterally by sending a notification to the Client no later than the day of termination of the provision of Services and/or termination of the Agreement in the event:
  - 12.2.1. refusal and/or failure to provide necessary information to Clients,
  - 12.2.2. the presence of suspicions of violation by the Client of the provisions of this Agreement, legislation, rules of International payment systems and/or conditions for the provision of Service Services, violation by the Client of the provisions of this Agreement, legislation, rules of International payment systems and/or conditions for the provision of Service Services.
- 12.3. Termination of this Agreement is carried out in accordance with the provisions of this Agreement and current legislation. If one of the Parties has financial or other claims against each other, the termination of the Contract is postponed until the settlement of disputes.
- 12.4. If the facts of data compromise are established due to improper protection of the payment details of the Cards by the Recipient, the Service has the right to terminate the Contract prematurely and terminate the provision of Services under this Agreement