

# General Payment Service Agreement

## Domus Payment Solutions LTD.

v. 1.01.

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### 1. General provisions

- 1.1. The present Agreement is concluded between Domus Payment Solutions LTD (hereinafter "DPS") and the Merchant.
- 1.2. The present Agreement determines the general terms for providing Services by DPS to the Merchant using the System.
- 1.3. The Merchant hereby irrevocably agrees that the Merchant read, examined, and agreed with the terms and conditions hereunder prior to use the Services and Merchant Account.

### 2. Definitions

- i. **"Account"** - the result of registration in the System, during which personal data of the Merchant is processed, checked and the Merchant is given a login name, ID and its rights in the System are defined.
- ii. **"Agreement"** – this General Payment Service Agreement, including all schedules and other agreements, and documents incorporated herein by reference.
- iii. **"Allowable Deductions"** means any of the following items DPS may deduct from the Merchant at any time when due: fees charged by DPS, refunds and reversals, adjustments and Chargebacks, Reserve Amount and any fees, charges, fines, assessments, penalties or other liabilities that are imposed on DPS by the Card Schemes or Third-Party Providers in connection with the processing of Transactions and Payout Orders.
- iv. **"Alternative Payment Method"** or "APM" means a payment method (other than Card) which DPS are able and have agreed to process, such as e-wallets, payments from/to the phone account and which are allowable in the System for the Merchant
- v. **"Business day"** – a day set by DPS when DPS provides the Services and on which commercial banks are opened in the territory Transactions and Payout Orders are processed with regard to UTC +3 time zone.
- vi. **"Card"** shall mean a bank card, enabling cardholders to make purchases and/or withdraw cash and have these transactions directly and immediately charged to their accounts, whether these are held with the card issuer or not, including without limitation debit cards linked to a Bank Account, prepaid cards, PEX cards, commercial cards, other similar sources of funds, or a bank card, enabling cardholders to make purchases and/or withdraw cash up to a prearranged credit limit, and both bearing the trademark of the Card Schemes.
- vii. **"Card Schemes"** shall mean «MasterCard Worldwide» («MasterCard»), or «VISA Inc.» («Visa») or another payment system, as applicable.
- viii. **"Chargeback"** means unconditionally executed by the Merchant electronic payment request for a refund, which is issued by the issuing bank via Card Schemes on the basis of cardholder's claim.
- ix. **"Confidential Information"** shall mean any data or information, oral or written, treated as confidential that relates to either party's (or, if either party is bound to protect the confidentiality of any third party's information, such third party's) past, present, or future research, development or business activities, including any unannounced products and services, any information relating to Services, developments, relevant documentation (in whatever form or media provided), inventions, processes, plans, financial information, Customer data, revenue, transaction volume, forecasts, projections, and the financial terms of this Agreement. Notwithstanding the foregoing, Confidential Information shall not be deemed to include information if: (i) it was already known to the receiving party prior to the Effective Date of this Agreement, as established by documentary evidence; (ii) it is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (iii) it has been rightfully received by the receiving party from a third party and without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information; (iv)

it has been approved for release by written authorization of the owner of the Confidential Information; or, (v) it has been independently developed by a Party without access to or use of the Confidential Information of the other Party.

- x. **“Customer”** means an individual buying or having bought the Merchant’s goods and/or services, and in relation to funds payouts under Payout Orders, an individual who is the recipient of such a payout.
- xi. **“Rules”** means any set of bylaws, rules, regulations, and policies set by any of Card Schemes, Regulatory and/or the rules and procedures governing the making and accepting of Alternative Payment Method payments and Third-Party Provider as stipulated by the relevant APM provider and/or Third-Party Provider
- xii. **“Merchant”** – legal person who registered in the System and went through the procedure of identification specified in the Agreement.
- xiii. **“Payout Order”** shall mean an instruction given by the Merchant to DPS requesting a funds transfer to a Customer.
- xiv. **“Payout Account”** – internal records if funds available for Payout Order.
- xv. **“Merchant Order”** – shall mean any instruction or order by the Merchant to DPS requesting any funds transfer to or from Merchant Account.
- xvi. **“Merchant Account”** – a virtual account opened in the System on behalf of the Merchant and used for the execution of Payment transactions and Payout Orders as the record information account.
- xvii. **“Material Change of Law”** shall mean any change in applicable law or regulations or the interpretation thereof by any court or other governing body having jurisdiction after the Effective Date, because of which the performance of any provision of this Agreement becomes unlawful or impossible for DPS or materially impeded.
- xviii. **Data Protection Law”** means The Personal Information Protection and Electronic Documents Act ("PIPEDA") the EU General Data Protection Regulation 2016/679 (as amended and replaced from time to time, Privacy Law, e-Privacy Directive 2002/58EC(as amended by Directive 2009/136/EC and as amended and replaced from time to time) and their national implementing legislation
- xix. **“History of operations”** means a report containing the information about all Transactions and Payout Order completed in the Merchant Account.
- xx. **“Reserve Amount”** means monetary funds secured in favor of DPS to guarantee the fulfillment of the Merchant’s obligation to DPS under the Agreement.
- xxi. **“Reporting period”** means a period of calendar days starting at 00:00 of the first day of the calendar month and ending at 23:59 of the last day of the calendar month. The initial Reporting Period commences on the Commencement Date.
- xxii. **“DPS”, “we”, “us”, “our”** - DOMUS PAYMENT SOLUTIONS LTD., MSB registration number:M22067268, 170 - 6660 GRAYBAR ROAD RICHMOND, BC, CANADA V6W1H9.
- xxiii. **“Fees”** - means a list of fees, charges and interest to be paid by the Merchant to DPS. The Fees are located in the Merchant’s personal area of the System.
- xxiv. **“Password”** – any code of the Merchant created in the System, or a code provided to the Merchant by DPS for the access to the Account or initiation and management of separate services provided by DPS and/or initiation, authorization, implementation and confirmation of Transactions or Payout Order.
- xxv. **“Parties” and “Party”** – Merchant and DPS jointly and separately.
- xxvi. **“System”** – a software solution on web page domuspay.io and/or wallet.domuspay.io and used for provision of the Services, Merchant Account and other sections of the System as prescribed under this Agreement.
- xxvii. **“Statements”**- a report which can be created and downloaded by the Merchant in the History of Operation of the Merchant account.
- xxviii. **“Transaction”** shall mean a payment sent by a Customer to Merchant using a Card or APM via the Merchant’s website and mobile application.
- xxix. **“Third-Party Provider”** and/or “third party” shall mean a third-party professional organization involved by DPS for performance of its obligations hereunder such as acquiring bank, payment institution, or APM Provider
- xxx. **“IT Protocol”** means a technical integration protocol, provided by DPS, implemented by the Parties.

### 3. Scope

- 3.1. This Agreement apply to the Services provided to the Merchant and available in the System.
- 3.2. In case of any conflicts or discrepancies of this Agreement and any provisions concluded between the Parties (Additional Agreements, Fees, Schedules) shall prevail.
- 3.3. DPS does not provide the Services in the countries, subject to financial sanctions imposed by Canada and according to FATF recommendations. The Merchant should not be a resident of any country where DPS does not provide the Services. A list of non-serviced countries may be amended by DPS from time to time, without notice.
- 3.4. Merchant is solely responsible for maintaining the confidentiality of Account and its credentials, username and password and for all activities associated with or occurring under Merchant Account. Any actions performed by the Merchant in the account are implicitly performed at the discretion or on behalf of the merchant by his legal representative and are considered by DPS as the valid expression of the will of the Merchant.

#### **4. Registration in the System**

- 4.1. Merchant wishing to utilize DPS services shall register in the System and provide all necessary documents and information during the AML procedure via the System.
- 4.2. When registering in the System, an Account is created for the Merchant. The Account is personal and only its owner, i.e. the Merchant or its authorized representative, has the right to use it (log in). After the Merchant registers in the System and creates an Account, Merchant Account is automatically opened. DPS has the right to refuse registration to the Merchant at its own discretion. Until the Merchant has submitted, and DPS has reviewed and approved, all required information, Merchant Account will be available to the Merchant on a preliminary basis only, and DPS may terminate it at any time and for any reason.
- 4.3. This Agreement and Fees, as it may be amended from time to time with 5 (five) days prior Notice to the Merchant, becomes effective upon the Merchant's acceptance of the terms of the Agreement and Fees or the date Merchant start to uses the Service (whichever is earlier). The Agreement and is valid for unlimited time.
- 4.4. The Merchant confirms that it has provided true and accurate information about its business, and beneficial owners, when registering in the System and that later, when changing or adding information about it, the Merchant will immediately provide only true and accurate information. The Merchant shall bear any losses and liability that occur due to submission of invalid data. DPS may suspend Merchant Account or terminate this Agreement if the Merchant fails to keep this information up to date.
- 4.5. When performing the Merchant identification, DPS has the right to demand the Merchant to provide the documents approved by a notary or another person authorized by the state via the System or if additionally requested via email or post.

#### **5. Our Services**

- 5.1. Under the terms of this Agreement, DPS provides you with the following services:
  - 5.1.1. processing services, including acquiring services;
  - 5.1.2. money remittance services;
  - 5.1.3. payout services;
  - 5.1.4. access to the System and the Merchant Account management;
  - 5.1.5. other Services available for the Merchant and mentioned in the Merchant Account.
- 5.2. DPS shall provide services with due and skill;

#### **6. Merchant obligations**

- 6.1. Merchant under this Agreement shall:
  - 6.1.1. establish the Merchant Account with DPS;
  - 6.1.2. complete the integration works in accordance with the integration documents provided by DPS in the Developers Section of the System and follow DPS reasonable instructions with regards to the technical integration of the IT Protocol into Merchant's websites and software applications;
  - 6.1.3. acquire, implement and maintain all software required to fulfill its obligations under this Agreement;
  - 6.1.4. not initiate, perform, or otherwise be involved in any of

- the prohibited activities as prescribed under this Agreement;
- 6.1.5. provide all reasonable assistance to DPS or the regulatory body to assist them with any investigations being carried out in respect of the Merchant's activities;
  - 6.1.6. provide DPS with documents and information required for completion of the Merchant due diligence by DPS;
  - 6.1.7. Maintain sufficient Reserve Amount in accordance with the Fees;
  - 6.1.8. be responsible for all Chargebacks and fines, penalties, and other charges imposed by the Card Schemes and/or Third-Party Provider on the DPS and/or DPS due to the Merchant's business, Transactions or Payouts;
  - 6.1.9. provide the Customer with a receipt confirming the Transaction to the e-mail or mobile phone number specified by the Consumer, as well as provide the Customer with the opportunity to print and / or save such a receipt on a computer / other device that has access to the Internet.
  - 6.1.10. notify DPS to finance@domuspay.io on any discrepancies in the History of Operations, in the absence of such notification within 5 (five) business days from the date of transaction, Payout Order processed shall be deemed to be approved by the Merchant;
  - 6.1.11. not initiate or submit to DPS Transaction, Payout Order request the Merchant knows or should know to be fraudulent or not authorized by the Customer, or that it knows or should know to be authorized by a customer colluding with the Merchant for a fraudulent purpose. The Merchant is deemed to be responsible for the conduct of its employees, agents, and representatives;
  - 6.1.12. to carry our KYC and Due Diligence of its Customers;
  - 6.1.13. provide requested information and submit requested documents regarding Transaction and Payout (including but not limited to Chargeback) to DPS within 3 (three) Business days;
  - 6.1.14. inform DPS via Merchant Account and to email legal@domuspay.io after becoming aware of any incident which has or will probably have an adverse impact on the integrity, availability, confidentiality, authenticity, and/or continuity of the Services, including of any incidents that may result in direct or indirect unauthorized access to the Merchant or the Customers or DPS data, Transaction/Payout data, loss or corruption of the Merchant credentials and passwords or other personal data;
  - 6.1.15. immediately inform DPS about any changes via using Questionnaire and Support sections of the Merchant Account and to email aml@domuspay.io (i) in information Merchant submitted to DPS (ii) any adverse change in Merchant financial status (iii) any changes in Merchant ownership or business structure and (iv) any material changes which may have adverse effect on Merchant ability to perform its obligations under this Agreement.
  - 6.1.16. not charge any commission on the Transactions, if such commission is prohibited by the applicable laws and regulations, otherwise the Merchant shall prior notify DPS in this respect.
- 6.2. Once completed Payout Order is irrevocable and cannot be changed,

adjusted or terminated. DPS shall not be responsible for any loss incurred by the Merchant due to an incorrect Payout Order being completed by DPS.

- 6.3. In the event that the Merchant is required to affect a full or partial refund to a customer in respect of a Transaction, then any such refund should be affected to the Card that was used in the Transaction. The Refund must not exceed the authorized amount of the related Transaction. In no circumstance may the Merchant affect a refund directly to a customer via an alternative mechanism such as cash or a credit transfer to an IBAN.
- 6.4. The Merchant acknowledges and understands the importance of compliance with Visa and Mastercard security requirements, such as those relating to Transaction information, storage, and disclosure. The Merchant will endeavor to protect Transaction information and will maintain and demonstrate compliance with the Payment Card Industry Data Security Standards (PCI-DSS) and all subsequent requirement updates.

PCI-DSS resources for merchants may be found at <https://www.pcisecuritystandards.org/merchants/>. The Merchant undertakes to avoid the storage of the Card number at any time.

The Merchant agrees that in its activities, the DPS is guided by the rules of Card Scheme and Third-Party Providers, the DPS reimburses the Card Schemes, Third-Party Providers in full, legally imposed by them reasonable fines and other deductions related to the Merchant's activities. Letters of the listed persons, including those received by facsimile and e-mail, as well as letters of the DPS, compiled on the basis of information on the issuance and /or cancellation of fines and other deductions received from the listed persons, are sufficient grounds for the DPS to collect, hold and/or claim and/or sue against Merchant for any and all damages, as well as are appropriate evidence in the resolution of disputes in court.

- 6.5. DPS may request to conduct financial, compliance, security audits or, in case of suspicious transactions/activity and security threats, in which case such audit shall be completed within 30 days from the request of DPS.

- 6.6. The Merchant shall ensure that all its staff using the Service are properly trained in its use and that it has available technical and other data necessary to provide proper instructions in the use of such Service. The Merchant undertakes not to split Transactions into two or more smaller ones. DPS reserves the right to request any documentation from the Merchant, at any point in time throughout the whole business relationship between the Merchant and DPS, confirming the Merchant's compliance with the terms and provisions of this Agreement. The Merchant shall cooperate with DPS upon receipt of such requests, and shall provide such documentation without delay, within a maximum of three (3) Business Days unless otherwise specified by DPS, and in accordance with the requisites specified by DPS in its request.
- 6.7. The Merchant shall follow the following rules in course of the Transaction authorization:
  - 6.7.1. The Merchant must attempt to obtain the Card expiry date and forward it to DPS as part of the authorization request for any Transaction.
  - 6.7.2. The Merchant agrees that it will not present for payment a Transaction which has failed any one or more of the authentication checks, such authentication checks include but are not limited to CVV2/CVC2 and/or 3D Secure authentication.
  - 6.7.3. Each request for authorization shall be for the total original Transaction amount, including applicable taxes.
  - 6.7.4. Authorization can only confirm the availability of funds and that the Card has not been reported lost or stolen. Authorization shall not be deemed or construed to be a representation, promise or guarantee that DPS will accept the Transaction and that the Merchant will receive payment, nor that the person making the Transaction is the Customer.

- 6.7.5. Authorization may not be sought or obtained on behalf of any third party.
- 6.7.6. When carrying out a recurring Transaction, a Merchant must: obtain authorization for each Transaction; provide DPS with the correct indicator for each Transaction in the authorization request.
- 6.7.7. Storage of authenticating data including in accordance with the Rules.
- 6.7.8. The Merchant hereby undertakes to hold DPS harmless and fully indemnified against all actions, proceedings, claims, costs, demands and expenses which DPS may incur or sustain by acting upon or otherwise complying with any communications or instructions (including any authorization for a Transaction and Payout Order) which DPS shall reasonably believe to have been made or given on the Customer's or Merchant behalf, and this irrespective of whether or not such communications or instructions are made or transmitted without the Customer's or Merchant authority.

## **7. Merchant Account and Payout Account**

- 7.1. The Merchant Account and Payout Account are not bank accounts or payment accounts. Merchant acknowledges that Merchant Account and Payout Account are not covered by any depositor protection. The funds held in Merchant Account and Payout Account do not accrue interest.
- 7.2. Funds shall be credited to Merchant Account on the day DPS receive these funds from the relevant Card Scheme or Third-Party Provider settling the payment funds to DPS. If DPS receive such funds on a non-Business Day or after 16.00 UTC +3 on a Business Day, DPS may credit the funds to Merchant Account on the next Business Day. DPS reserve the right to only credit Merchant Account with such sums that remain due to Merchant after deduction of any Allowable Deductions,

provided that such deduction shall either be shown on Merchant Account together with the credit of the remaining funds or shall be separately notified to Merchant. However the balance of the Merchant Account and respective changes will be reflected on the following business day from the date of Statement.

- 7.3. Merchant shall have no claim against DPS for crediting of funds to Merchant Account before DPS have received such funds from the relevant Card Scheme or APM provider or other third party settling the payment funds to DPS.
- 7.4. Funds shall be credited to Payout Account within five Business Days from the date of DPS receive such funds from the Merchant or receipt of the Merchant's order to transfer to the Payment Account part of the amounts to be credited to the Merchant Account or held in the Merchant Account. DPS does not guarantee to credit funds to the Payout Account within the specified period, if the last day of this period falls on a day off or other non-working day of the organization that ensures the Payouts for DPS (APM provider, Bank, Third-Party Provider or other). In this case, the funds will be credited to the Payout Account within two (2) business day of such organization.
- 7.5. The Merchant may top up Merchant Account or Payout Account in order to use the Services, including crypto exchange services as stated under the Fees, by transferring amount of to following DPS account [provided under written Merchant Request] with details "Top-up account – Merchant legal name".

## **8. Reserve Amount**

- 8.1. Merchant designates in the discretion of DPS Reserve Amount in the form and amount specified in the Fees of the Merchant Account with DPS, as a security that Merchant will properly fulfill its financial obligations hereunder. DPS is authorized to use the Reserve Amount to settle the amount of funds due and payable to DPS by the Merchant, including but not limited to, the amounts of Allowable Deductions and any fees for provision of Services hereunder.
- 8.2. The Merchant hereby gives its irrevocable consent to DPS to use the Reserve Amount funds to provide security and/or any other guarantee as may be required from time to

time by the Card Schemes for payment against Chargebacks and/or payments of any charges/assessments and/or fines to the said Card Schemes for any breach that is caused by the Merchant's actions and/or inactions, and/or payments of any commissions/fees charged by third party providers and/or by the Card Schemes for completion of required activities under this Agreement (including without limitation registration/certification of the Merchant with the Card Scheme and others), and/or costs for an audit or other check initiated by the Card Scheme and related to the Merchant's activity/inactivity.

- 8.3. DPS reserves the right to use and enforce the Reserve Amount and/or any other security to pay Chargebacks and/or payments of any charges/assessments/fees and/or fines and/or penalties, even in the instance where the Merchant declares bankruptcy or insolvency and DPS reserves the right to retain the Reserve Amount and/or any other security for a period of as determined in Fees section
- 8.4. Merchant acknowledges that Reserve Amount is not covered by any depositor protection scheme. The funds held in Reserve Amount do not accrue interest. Under no circumstances shall the Reserve Amount be deemed to constitute a deposit or otherwise a repayable sum held by us on your behalf.

## 9. Fees and Settlement procedures

- 9.1. DPS will provide the Services to the Merchant at the rates and for the fees prescribed in the Fees in the Merchant Account. The fees include charges for Payment Services (such as processing a payment and money remittance) and for other events connected with Merchant Account. DPS may revise the Fees at any time. However, DPS will provide the Merchant with 5 (five) days advance notice, via the Merchant Account notification system, before revised Fees become applicable to the Merchant and the date applicable Fees become effective, unless shorten period is specified by DPS in the notice.
  - 9.1.1. If DPS did not receive any objection regarding revised Fees to email sales@domuspay.io and before

such revised Fees come into force, the DPS shall consider that Fees are irrevocably accepted by the Merchant.

- 9.2. If DPS reduces the Fees of the Services, new fees are applied even if the Merchant has not been informed thereof.
- 9.3. All relevant including but not limited to fees per transaction, fx rate, reference rate, chargeback fee, refund fee will be displayed in the Fees section of the Merchant Account and shall be accepted for the first time Merchant registers in the System and using the Services. The Merchant use of Service shall be considered as irrevocable acceptance of posted fees in Fees.
  - 9.3.1. FX fee and applicable exchange rate shall be applicable in the moment of such conversion operation conducted by the DPS.
  - 9.3.2. The Merchant irrevocably agrees that FX fee and exchange rate can differs from the moment Merchant requests for such operation and shall have no claims to DPS with regard to such operations.
  - 9.3.3. The above mentioned operations shall be conducted by DPS within 5 (five) Business Day if submitted before 16.00 UTC +3 and if after or non-business days on the first business days following such request, unless otherwise prescribed in the Fees.
- 9.4. The Merchant Confirms that the Merchant has carefully acquainted with the Fees and all mentioned fees are applied and relevant for the Merchant.

## 10. Settlement and Settlement Account

- 10.1. In order to receive funds from your Merchant Account, Merchant is required to open and maintain a bank account at a credit institution of Merchant choice, provided that (a) this credit institution is a member of a recognized payments clearing and settlement system and that ("**Bank Account**") (b) DPS has not rejected your chosen bank account within reasonable time of your application. In addition to the bank account Merchant may open and maintain a payment account at a

- recognized payment service provider of your choice, provided that DPS not rejected your chosen payment account (“**Wallet Account**”). Depending on the nature of the Merchant business or where Merchant business is located or Merchant customers are residing, DPS may impose restrictions on where Merchant must hold the relevant Bank and/or Wallet account. Merchant must communicate to DPS such details of your Bank and/or Wallet account as DPS may reasonably require to settle funds into this account (and any such designated account shall be your “**Settlement Account**”). Merchant must give us at least 10 days’ notice of any changes to its Settlement Account to email sales@domuspay.io. Merchant may only close its current Settlement Account if Merchant provides us with details of a new account that Merchant designates as new Settlement Account. Merchant is solely liable for all fees and costs associated with its Settlement Account.
- 10.2. Unless other period is specified in Fees or we did not receive your settlement request via the Merchant Account, within 180 days we shall transfer the Merchant Account Balance on the end of the Reporting Period (but no more than the current balance less Reserve amount) to your Bank Account, unless you instruct us to transfer Merchant Account Balance to your Wallet Account.
  - 10.3. DPS shall ensure that a Settlement Payment reaches the credit institution where Merchant Settlement Account is held on the next business day following the business day on which DPS starts to process request, however, DPS are not responsible for the time that these funds are credited to Merchant Settlement Account as this is the responsibility of relevant institution.
  - 10.4. Any Settlement payment which is overdue for the term for then one month due to the Merchant action or inaction shall accrue a monthly Abandoned Account Fee in the amount set forth in Fees. In addition all costs incurred by DPS in managing the Merchant Account including costs associated with attempting to locate the Merchant to deliver the Settlement payment or incurred with respect to escheating Merchant’s funds to the appropriate governmental agency will be deducted from the Merchant Payment Account Balance as applicable.
  - 10.5. The currency of Merchant Account is prescribed at the sole discretion of DPS.
  - 10.6. DPS may suspend Settlement Payment due to applicable regulation reasons or if reasonable believe that due to excessive amount of Chargeback or fines and penalties imposed by Card-Scheme or Third-Party provide funds on your Merchant Account and Reserve Amount is not enough to cover our losses.
  - 10.7. **Netting.** The Parties agree to set-off their outstanding mutual obligations which may arise in course of their cooperation hereunder. Netting calculations will be done by DPS and provided to the Merchant in History of Operation in the Merchant Account. This netting agreement is irrevocable, unless the Merchant suspects an incorrect accounting and calculation made by DPS, in which case this netting agreement may be cancelled by a written notification delivered by the Merchant to DPS. For the avoidance of doubt, (a) in case of insufficiency of the Payout Account funds to cover the Payouts requested by the Merchant, DPS may in its sole discretion deduct the balance from the Merchant Account; (b) in case of insufficiency of the Reserve Amount funds to cover the Allowable Deductions DPS may in its sole discretion deduct the balance from Merchant Account or Payout Account. DPS may withhold payment of any amount payable to the Merchant (in part or in whole) where there are any sums due or owing by the Merchant to DPS, and the Merchant agrees that DPS may exercise set-off and deduct such amounts due or owing by the Merchant to DPS from any amount payable to the Merchant by DPS.
  - 10.8. **Reconciliation.,** the Parties will reconcile their financial obligations hereunder on a monthly basis based on the aggregate reconciling file delivered by DPS to the Merchant provided by DPS via the Merchant Account in the form prescribed by DPS. If any discrepancy(-ies) is detected, the Merchant will request an adjustment of the reconciliation statements. The Parties will use reasonable endeavors to clarify any disputable issue and to make adjustments to their account balances under the Agreement (if applicable). If within ten (10) days from date of providing reconciling file by DPS via the Merchant Account, Merchant will not provide any objections regarding reconciling files and services provided by DPS, services and reconciling files shall be considered true and accurate and cannot be disputed by the Merchant.

All Merchant discrepancies regarding financial obligations of the parties, statements and reconciling files shall be submitted to the DPS email [finance@domuspay.io](mailto:finance@domuspay.io)

- 10.9. **Special Provisions.** Where DPS has made payment on any Transaction, DPS shall nonetheless be entitled to debit any amount credited to the Merchant Account or Payout Account or, if such amount is not available in the Merchant Account and Payout Account, seek reimbursement of any amount paid to the Merchant, or debit such amount from the Reserve Amount, or may delay payments to the Merchant for a period of time as determined by DPS within its sole discretion and, if applicable, may require additional information from the Merchant from time to time, where:
- a. the Merchant is in breach of any of the terms of this Agreement in respect of any Transaction;
  - b. the Transaction is proved to have been created or generated improperly or without authority of the relevant Customer;
  - c. DPS suspects that the Merchant is in breach of any terms and conditions of the contract giving rise to the Transaction or the Merchant has made misrepresentation whether intentionally or negligently in the course of the Transaction;
  - d. the sale of goods or services to which the Transaction relates involves a violation of law or the rules or regulations of the Card Schemes or any governmental agencies, local or otherwise;
  - e. DPS is aware of any penalty and/or fine which may be imposed by the Card Schemes as a result of or in connection with the Agreement, any transaction or the goods or services relative to the transaction, any promotion or marketing of any goods or services sold by the Merchant, improper activity of the Merchant, any misrepresentation by the Merchant to the Customer or any breach of any obligation or duty that the Merchant owes to the Customer, any investigations into transactions which are shown to involve fraudulent or criminal activity on the Merchant's part, any breach of, or failure by the Merchant or its employees, agents or contractors to comply with the Agreement, any act or omission done willfully or negligently by the Merchant, its employees, agents or contractors as well as any violation by the Merchant, its employees, agents or

contractors of any applicable laws or regulations;

- f. Merchant does not fulfill its financial obligations due to DPS in time.

## 11. Chargeback

- 11.1. If any amount is the subject of a pending Chargeback by Card Schemes or any affiliate, DPS shall withhold payment of that amount pending the final determination of the dispute. In addition, where DPS has made payment of any such amount, DPS shall nonetheless be entitled to debit such amount credited to the Merchant Account or, if such amount is not available in the Merchant Account, seek reimbursement of such amount paid to the Merchant, including debit such amount from the Payout Account or Reserve Amount. DPS will charge the Merchant with a Chargeback processing fee specified in Fees. The Merchant acknowledges that due to currency exchange differences and issuing bank fees, the value of a Transaction and the value of an eventual Chargeback of the same Transaction may not be equal. Without prejudice to its other rights under this Agreement, DPS may delay payments to the Merchant for a period of time as determined by DPS within its sole discretion and, if applicable, may require additional information from the Merchant from time to time in the following cases:
- a. if there are changes in the business model of the Merchant that may have an impact on the risk to DPS;
  - b. if there are unexpected increases in chargeback / refund / fraud transactions processed by the Merchant; and
  - c. if there are sudden drops in processing by the Merchant which may result in a negative balance.
- 11.2. Without prejudice to any other provision of this Agreement, as a cover against losses from Chargebacks and/or Fees which cannot be recovered by DPS, DPS may block and retain a percentage, or the full amount of the Transactions processed. The retention rate will be directly related to the Chargeback Rate.
- 11.3. If the Chargebacks occurs due to the closure / legal incapacity (including, but not limited to: license revocation, bankruptcy, liquidation procedures and any other circumstances) of any settlement participant (including, but not limited to: acquiring banks, issuing banks, Card Schemes or any affiliate), the Merchant

assumes the amount of such Chargebacks unconditionally and in full.

11.3.1. DPS, in turn, is not and cannot be held responsible for any participants in the settlements (including, but not limited to: acquiring banks, issuing banks, Card Schemes or any affiliate), and therefore the Merchant fully assumes the risk and payouts of the above Chargebacks.

11.3.2. Any fees and costs that may arise during the implementation of the Chargeback (including Card Schemes, but not limited to) are unconditionally and fully payable by the Merchant.

## **12. Information Requirements**

12.1. Each Transaction and Payout Order will include (among other) the following information:

- a. Customer's full name and address (if applicable);
- b. Customer's Card's number (PAN) and expiration date or the Bank Account's details (if applicable); and
- c. Amount to be transferred by or to such Customer.

Completion of Transactions and/or Payouts is subject to provision of certain documents and information about such Transaction and/or Payouts, including Personal Data, to DPS as may be requested by DPS in its sole discretion. DPS reserves the right to reject or suspend any Transaction and/or Payouts if such documents and information have not been provided to DPS.

12.2. Transaction Data required for implementing any Transaction or Payout Order shall be communicated to DPS in accordance with the IT Protocol of the DPS.

## **13. Confidentiality**

13.1. Any Party, receiving a Confidential Information from the other Party, will at all times keep such Confidential Information in secret and will not reveal it to third parties, or use (except as expressly allowed by this Agreement), or profit from the Confidential Information without previous written authorization from the disclosing Party.

13.2. Any Confidential Information may be used by the receiving Party solely for the

purpose of proper performance of such Party's obligations under this Agreement. The receiving Party may disclose the Confidential Information to its officers, employees, agents, affiliates, advisors, consultants, accountants, auditors, and attorneys (collectively referred to as "Representatives") on as needed basis only. Such Representatives shall be notified by the receiving Party of the confidential and proprietary nature of the provided information and of its obligations under this Agreement before the disclosure and shall be bound under appropriate terms of confidentiality in respect thereof, and the receiving Party shall be fully responsible for any confidentiality breach occurred due to the failure of any of its Representatives. The receiving Party shall use at least the same level of care as it employs with respect to its own Confidential Information in handling and maintaining the Confidential Information of the disclosing Party.

13.3. Notwithstanding the foregoing, a receiving Party or its Representative may disclose the other Party's Confidential Information upon an authorized governmental body's request (by deposition, request for information or documents, subpoena, civil investigative demand, or similar process) in the country of operation of the receiving Party. The receiving Party will provide a disclosing Party with a prompt notice of such request or requirement and will cooperate with the disclosing Party so that the disclosing Party could obtain a protective order or other appropriate remedy for preventing disclosure of its Confidential Information. The disclosing Party will incur all expenses for the cooperative efforts of the receiving Party. If no protective order or other remedy is obtained, the receiving Party or its Representative may disclose the Confidential Information as requested by the authorities, and the disclosing Party shall not initiate any claim against the receiving Party based upon such disclosure.

13.4. The receiving Party agrees to hold the disclosing Party's Confidential Information in confidence during the term of this Agreement and for at least five (5) years thereafter. Upon termination of this Agreement or upon the disclosing Party's

written request, whatever comes earlier, a receiving Party will, and will direct its Representative(s) to, (i) return all Confidential Information furnished by the disclosing Party to the latter without retaining any copy thereof, except from any records that must be kept by the receiving Party under the applicable law or other provision of this Agreement, and (ii) destroy all copies and derivative works of any Confidential Information prepared by the receiving Party or its Representative(s). Simultaneously with the return of the Confidential Information, the receiving Party shall deliver to the disclosing Party an officer's certificate listing the Confidential Information being returned therewith, certifying the return or destruction of the Confidential Information (as applicable), and acknowledging on behalf of the receiving Party that the confidentiality obligations survive the termination of this Agreement.

- 13.5. The Parties acknowledge that there is no warranty whatsoever nor express or implicit obligation with respect to the exactness, truth or precision of the Confidential Information or any part thereof.

#### **14. Data Protection**

- 14.1. The Parties acknowledge in processing the Personal Data in the context of the Agreement that DPS acts as the Data Processor and the Merchant as a Data Controller/ Data Processor of such Personal Data.
- 14.2. Parties shall process the Personal Data only for the purposes of providing the Services in context with this Agreement and with the Data Controller consent that such processing is lawful and reasonable.
- 14.3. Each Party agrees that, in the performance of its obligations under this Agreement, it will comply with the applicable personal Data Protection Law. Each Party warrants and undertakes to the other Party that, to the extent permitted by the applicable laws of the country of its incorporation:
- a. it has in place appropriate technical and organizational (including security) measures to protect Personal Data;
  - b. it has in place procedures so that authorized persons granted access to Personal Data will maintain the confidentiality and act only on the relevant Party's instructions;

- c. it will, and its authorized persons will, process Personal Data solely for the purpose of complying with the Party's obligations hereunder;
- d. it shall not disclose or transfer, or process Personal Data save in accordance with the data protection laws of the country in which the respective Party is established; and
- e. upon reasonable request of the other Party, the first mentioned Party will submit its Personal Data processing facilities and documentation, for reviewing or auditing by the other Party (or an independent inspection agent or auditor selected by the other Party), to ascertain compliance with this clause;
- f. Each Party shall comply with Data Protection Law, applicable laws of the country of its incorporation and of those countries in which it offers its services and goods;

14.4. Merchant warrants that receive all applicable consents to provide personal data to DPS.

- 14.5. Either Party shall immediately notify each other and fully cooperate if it becomes aware of or suspect any breach of Data Protection Law and shall, as soon as reasonably practicable, seek to identify and remedy the source of such breach.

#### **15. Representation and Warranties**

- 15.1. Merchant represents and warrants that:
- 15.1.1. if the Merchant is a corporate entity, the Merchant is validly incorporated and lawfully exist under the laws of the jurisdiction of incorporation or any country or territory in which the Merchant conducts business;
  - 15.1.2. the Merchant execution of and performance under this Agreement in no way breaches, contravenes, violates or in any manner conflicts with any legal obligation including, without limitation, the Merchant corporate charter or similar document or any agreement between the Merchant and any third party or any affiliated entity;
  - 15.1.3. the Merchant has obtained and will maintain all necessary consents, authorisations, permissions and other facilitating acts in order to

- lawfully perform your obligations under this Agreement and the relevant Card Scheme Rules and APM Rules;
- 15.1.4. the Merchant may lawfully conduct its business in any country or territory into which the Merchant may sell, provide, deliver, promote or market its goods or services that the Merchant has obtained all necessary authorisations, clearances, licenses or consents to do so;
  - 15.1.5. all information provided by the Merchant is to DPS in connection with your Questionnaire and this Agreement is and remains complete and accurate;
  - 15.1.6. the person entering into this Agreement on the Merchant behalf is duly authorised to do so;
  - 15.1.7. the Merchant does not offer and do not intend to offer goods or services prohibited;
  - 15.1.8. the Merchant performs its obligations under this Agreement at all times in compliance with applicable laws;
  - 15.1.9. the Merchant will not use Services for any criminal, illegal, or otherwise prohibited use, including (but not limited to) activities related to money-laundering, drug trafficking, human trafficking, weapon trafficking, terrorism, securities fraud, or tax evasion. the Merchant represents and warrants that the Merchant will not use the Services to assist any other party in such illegal activity; and
  - 15.1.10. the Merchant will not in any way use Services to:
    - distribute spam, junk communications or chain letters; reverse engineer or otherwise improperly access any of the System underlying code or technical mechanisms;
    - cause damage to us through any means, including (but not limited to) through the use of hacking, malware, viruses, illegitimate credentials, phishing, brute force attacks, SQL exploits, or any other method of detrimentally intercepting, interrupting, or damaging any information or functionality related to the System. You also agree not to transfer access to your Merchant Account, or any other rights granted to you by this Agreement.
- 15.2. With respect to every Transaction the Merchant submits to us, the Merchant represents and warrants that:
    - 15.2.1. the Transaction represents a genuine payment or payment refund for the bona fide sale or provision of goods or services which you seller provide in the ordinary course of the Merchant business;
    - 15.2.2. the Transaction Data is free from any material alterations not authorised by the Cardholder;
    - 15.2.3. the Merchant has collected the Transaction Data in accordance with this Agreement and applicable Card Scheme Rules or APM Rules;
    - 15.2.4. the Merchant is not aware of any facts that would reasonably give rise to the suspicion that the Transaction or underlying purchase has been made fraudulently or otherwise in an illegal manner;
    - 15.2.5. the Merchant underlying payment claim against the Cardholder or APM User is not subject any dispute, set-off or counterclaim and the Merchant has no reason to believe that a dispute, set-off or counterclaim will arise;
    - 15.2.6. the Merchant has not advanced any cash to the Cardholder or APM User (except as permitted by the Card Scheme Rules or APM Rules);
    - 15.2.7. any Transaction representing a refund is a refund for a Transaction originally processed through DPS; and
    - 15.2.8. the Merchant does not submit the Transaction on behalf of other third party.

## 16. Force Majeure

- 16.1. Under no circumstances shall DPS be liable to the Merchant for any events which is beyond our reasonable control, including but not limited to acts of God, war, terrorist activity, sabotage or riots, floods, fires, war actions, pandemic, sanctions explosions or other catastrophes, hacking attacks or hardware breakdowns or other circumstances cause by force majeure terms.
- 16.2. Without limiting the generality of clause 16.1, DPS shall not be liable for a failure of any IT system, communication system or payment system regardless of whether such failure is caused by hardware or software failure. The foregoing shall not apply to failures of systems owned by DPS or that are subject to our direct technical control and access if DPS has failed to maintain protective measures against their failure in accordance with a business continuity plan in accordance with general industry practice and have failed to reasonably mitigate the effects of the system failure after its occurrence.

## 17. Liability

- 17.1. The Merchant shall indemnify and keep DPS harmless from any claims brought by Customers and/or any Third-Party Providers and all costs, expenses, damage, claims and other liabilities incurred by DPS, including, without limitation (i) claims related to the use of the products and services offered by Merchant and other claims of a civil and/or criminal nature, as well as any responsibility or expense (including attorney's fees and legal costs) related to such claims, (ii) caused by the Merchant breach of this Agreement and/or the Rules and/or applicable laws (iii) in the event that the Merchant carries out activities with any violation of licensing or applicable laws where the Merchant and/or the Merchant customers operates.
- 17.2. Each of Parties shall fully indemnify and keep the other Party indemnified against any claims, losses, penalties and damages arising or resulting from or in connection with any breach by the first mentioned Party of the terms of this Agreement, the use by the first mentioned Party of any Personal Data other than in accordance with the terms of this Agreement and/or

any breach by the first mentioned Party of the applicable laws of the country in which such Party is incorporated and/or doing business.

- 17.3. The Merchant assumes full responsibility for the assignment of payments, its own activities and its compliance.
- 17.4. It is Merchant's responsibility to determine which, if any, taxes apply to any payments received by him for any Transaction and to report and remit the correct tax to the appropriate tax authority. DPS is not obliged to determine whether taxes apply and are not responsible to collect, report or remit any taxes arising from any Transaction.
- 17.5. Where Services do not constitute VAT exempt services, the fees quoted in this Agreement are exclusive of VAT and VAT shall be charged in addition to such fees.
- 17.6. MERCHANT EXPRESSLY AGREES THAT THE MERCHANT IS USING THE SERVICES AT ITS SOLE RISK AND THAT THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, DPS DOES NOT WARRANT THAT THE PROCESS OF USING THE SERVICES AND/OR THE MERCHANT'S ACCOUNT WILL BE UNINTERRUPTED OR ERROR-FREE.
- 17.7. MERCHANT ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED IN CLAUSE 17.1 APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICES UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT DPS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICES. THE MERCHANT FURTHER SPECIFICALLY ACKNOWLEDGES THAT DPS IS NOT LIABLE

FOR THE CONDUCT OF THIRD PARTIES, AND THAT THE RISK OF USING THE SERVICES RESTS ENTIRELY WITH THE MERCHANT. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL DPS BE LIABLE TO THE MERCHANT FOR MORE THAN THE AMOUNT THAT THE MERCHANT HAS PAID TO DPS FOR A PARTICULAR TRANSACTION OR PAYOUT ORDER. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT SHALL AFFECT THE MERCHANT'S STATUTORY RIGHTS OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF DPS.

- 17.8. DPS shall not be liable in contract, tort (including negligence or breach of statutory duty) or otherwise for any indirect or consequential loss or damage of any kind including punitive or exemplary damages or for any loss of profit or loss of contract, loss of goodwill or reputation, loss of opportunity, loss of revenue or third-party loss whether foreseeable or otherwise.
- 17.9. Nothing in this Agreement shall operate to exclude or restrict a Party's liability for fraud or fraudulent misrepresentation; for death or personal injury due to negligence; for willful or malicious conduct; and to the extent that such exclusion or restriction is prohibited under applicable law.
- 17.10. DPS is strictly performs its obligations solely in accordance with the provisions of this Agreement and is not responsible for the contractual relationship concluded between the Merchant and Merchants.

#### **18. Amendments to the Agreement**

- 18.1. DPS may unilaterally amend this Agreement at any time by posting a revised version of it in the Merchant's personal area in the System. The revised version will be effective at the time DPS post it. The examples of the changes without telling the Merchant in advance may include: • making a change in the Merchant favour; • reducing the Merchant charges or changing the way DPS charge in a way that's favourable to the Merchant; • changing the terms to make them fairer to the Merchant; • making a change because a law or regulation says DPS has to do so by a certain date, and there's not time to give the Merchant a notice; • introducing a new service or feature the Merchant could use; • changing or introducing a security

procedure, as long as nothing else in the Agreement changes; • launching a new way of communicating with the Merchant. If DPS gives the Merchant notice as set out above and the Merchant doesn't want to accept a change, the Merchant is free to end the Agreement and close Merchant Account or end the Services without charge. The Merchant can do this as long as the Merchant tells DPS before the change come into effect. If the Merchant closes Merchant Account for this reason, DPS won't charge the Merchant any termination fees. But the Merchant shall pay back any money and/or interest the Merchant owes, before DPS closes Merchant account. If DPS gives the Merchant notice and DPS doesn't hear from the Merchant, DPS will treat the Merchant as having accepted the change.

- 18.2. The Merchant has no right to change and/or amend conditions of the Agreement unilaterally.

#### **19. Suspension of the Service and Termination of the Agreement.**

- 19.1. DPS has the right to unilaterally and without a prior warning apply one or several of the following measures:
- 19.1.1. fully or partially suspend execution of Payment transaction;
  - 19.1.2. fully or partially suspend provision of all or part of the Services;
  - 19.1.3. fully or partially limit Merchant's access to the Account;
  - 19.1.4. fully or partially detain Merchant's money which has caused a dispute;
  - 19.1.5. fully or partially suspend Payment transaction using the Payment instrument;
  - 19.1.6. return the arrested monetary funds to the primary owner.
- 19.2. Measures indicated in clauses 19.1. of the Agreement can be applied only in the following exceptional cases:
- 19.2.1. if the Merchant violates the Agreement materially;
  - 19.2.2. if activities carried out by the Merchant using DPS Account can harm DPS business reputation;

- 19.2.3. if due to further provision of services and activity of the Merchant justified interests of third parties can be harmed materially;
  - 19.2.4. in cases laid down in the legislation;
  - 19.3. DPS shall inform the Merchant about the measures indicated in clause 19.1. without undue delay, and about the possibility to return money which belongs to the Merchant in 2 (two) business days from the moment of suspension of service provision, except for cases when provision of such information would weaken safety measures or is forbidden by the legal acts.
  - 19.4. In case DPS has reasonable suspicions that the Merchant is engaged in money laundering, financing of terrorism or other criminal activity is processed, DPS has the right to suspend provision of services without providing the Merchant with explanation or notification till reasonable suspicions are fully denied or proved.
  - 19.5. The Account and/or the Payment instrument is blocked at the initiative of the Merchant if the Merchant submits request to DPS and informs DPS that the Payment instrument of the Merchant has been stolen or lost in another way, or money on the Account and/or the Payment instrument is used or may be used in another illegal manner.
  - 19.6. DPS does not undertake responsibility for losses of the Merchant incurred due to suspension of service provision, blockage of the Account and/or Payment instrument or other actions if they have been performed according to the procedure stated in the Agreement or its Supplement and under circumstances and bases described in the mentioned documents.
  - 19.7. The Merchant has the right to terminate the Agreement unilaterally without appealing to the court, but the Merchant has to notify DPS thereof in writing 30 (thirty) calendar days in advance. If the Merchant terminates the Agreement, money left on Merchant Account shall be returned to the Merchant to its Settlement Account .
  - 19.8. DPS has the right to terminate the Agreement and its Supplements unilaterally and refuse to provide services without indicating the reason by notifying the Merchant 30 (thirty) days in advance by means provided in the section of the present Agreement.
  - 19.9. Under a request of DPS the Agreement and its Supplements may be terminated immediately if no operations have been made on the Account of the Merchant for more than a year.
  - 19.10. In case of Agreement termination, DPS deducts amounts payable for DPS Services provided to the Merchant, fines, forfeits, losses and other amounts paid to third parties or to the state, which DPS has incurred or paid due to the fault of the Merchant. If the amount of money on the Merchant Account (or Accounts) is insufficient in order to cover all amounts indicated in the present clause, the Merchant undertakes to transfer provided amounts to the account of DPS within 3 (three) business days.
  - 19.11. Termination of the Agreement does not exempt the Merchant from appropriate execution of all responsibilities to DPS which have arisen till the termination.
- 20. Claims and Support**
- 20.1. DPS aims to settle all disputes with the Merchant amicably, promptly and on terms acceptable to Parties; thus, in case of a dispute, the Merchant is encouraged to, first of all, address to DPS directly to email [legal@domuspay.io](mailto:legal@domuspay.io) section. Disputes are solved by negotiations.
  - 20.2. The Merchant may submit any claim to email [legal@domuspay.io](mailto:legal@domuspay.io) or support assistance complaint regarding services provided by DPS by sending a notification via Merchant Account.
  - 20.3. The complaint shall specify circumstances and documents on the bases of which the complaint has been submitted. If the Merchant bases its complaint on documents which DPS does not possess, the Merchant shall also submit such documents or their copies when filing the complaint.
  - 20.4. Terms of examination of claims or complaints of Merchants:
    - 20.4.1. DPS shall examine Merchant's claim or complaint and notify the Merchant about the decision not later than within 30 (thirty) days, except when legal acts or other DPS binding acts related to provision of

- Services (e.g. rules of international payment card organizations) establish a different time limit.
- 20.4.2. If DPS cannot provide the answer to the complaint of the Merchant within the time period specified in the clause 20.4.1. DPS shall inform the Merchant about the reasons and indicate when the Merchant will receive the answer;
- 20.4.3. If the Merchant is not satisfied with the decision of DPS, the Merchant has the right to use all other legal remedies to protect his/her rights.
- 20.5. In case of failure to settle the dispute amicably or in other extrajudicial methods of dispute resolution, the dispute shall be settled by the court of Canada following the procedure established by the law.
- 20.6. The law of Canada is applicable to this Agreement, its Supplements, and to relations of the Parties which are not regulated by this Agreement, including cases when a dispute between the Merchant and DPS falls within jurisdiction of a court of another state

## **21. Prohibited Goods and Services**

- 21.1. The Merchant acknowledges and agrees that disputes between The Merchant and Customers shall be resolved between you and the Customers directly and that we shall not be obliged to become a party to any such dispute.
- 21.2. The Merchant may not seek to accept payments through the use of our services for any of the following:
- 21.2.1. Gambling services (including but not limited to online casinos, sports betting, spread betting, reverse auctions and lotteries);
  - 21.2.2. Get rich quick schemes, Ponzi schemes, snowball schemes, investment clubs or similar activities;
  - 21.2.3. Adult content or sexually explicit material, escort services or modelling agencies;
  - 21.2.4. Payment services, virtual wallets, cash services, foreign exchange services, prepaid cards, virtual currencies;
  - 21.2.5. Mass email services, SMS services or customer marketing lists;
  - 21.2.6. Astrological services, paranormal services, counselling, psychological services, on-line health assessment, star naming services;
  - 21.2.7. Prescription drugs, prohibited substances or their components; drug paraphernalia;
  - 21.2.8. Fake or counterfeit goods, novelty IDs;
  - 21.2.9. Dangerous or restricted goods (including but not limited to explosives, radioactive materials, toxic substances, batteries, fireworks
  - 21.2.10. Weapons, knives and ammunition;
  - 21.2.11. Protected works of art, history and culture;
  - 21.2.12. Restricted electronics (such as cable TV decoders, radars and surveillance equipment);
  - 21.2.13. any other goods or services whose sale, provision, delivery, offering or marketing is prohibited or restricted in the jurisdiction of the Merchant or in any jurisdiction where any of its customers is located.
- 21.3. The list of prohibited goods or services in clause 21.2. may be changed or extended by DPS at any time by notice to The Merchant. If The Merchant provides goods or services, that fall within the subsequent extension of the list in clause 21,2, The Merchant shall immediately terminate the provision of such goods or services. In the event, The Merchant will not proceed to such termination; DPS retain the right to terminate the effect of this Agreement. If The Merchant is in any doubt whether The Merchant goods or services fall under any of the categories listed, The Merchant must first consult with DPS before offering such goods or services.

## **22. Final Provisions**

- 22.1. Titles of sections and articles of the Agreement are intended solely for convenience of the Parties and cannot be used for interpretations of provision of the present Agreement.
- 22.2. DPS shall not be responsible for execution of tax obligations of the Merchant, or

calculation and transfer of taxes applied to the Merchant.

- 22.3. The Parties are independent contractors and nothing in this Agreement shall make them joint ventures, partners, employees, agents or other representatives of the other Party. Neither Party shall make any representation that suggests otherwise.
- 22.4. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. Each Party must promptly execute and deliver all such documents, and do all such things, as the other Party may from time to time reasonably require for giving full force and effect to the provisions of this Agreement.
- 22.5. Canada law governs this Agreement and its interpretation.
- 22.6. The provisions of this Agreement relating to any fees or other amounts owed, payment of interest on unpaid fees, confidentiality, warranties, limitation of liability, indemnification, governing law, severability, and this Section shall survive termination of this Agreement.
- 22.7. Merchant will not have any right or the power to assign any of its rights or delegate the performance of any of its obligations under this Agreement without the prior written consent of the DPS.