

General Payment Service Agreement for Private Clients

1. General provisions

1.1. The present Agreement is concluded between Cauri LTD (hereinafter referred to as Cauri) and the Client.

1.2. Subject of the Agreement: the present Agreement determines the main conditions for providing the Services by Cauri to the Client using the System, including but not limited to the process of registration in the System, the procedure for opening a Cauri Account.

1.3. The present Agreement shall be carefully examined by the Client before she/he decides to register in the System, open a Cauri Account and use the Services.

1.4. Definitions of key terms used in the Agreement:

Personal data – means any information relating to an identified or identifiable natural person ("data subject"); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Business day – a day set by Cauri when Cauri provides its services. Cauri can set different business days for different services. For SEPA Payments Cauri's Business day (other than Saturday or Sunday) is from 9.00 to 17.30 (UTC+3).

Cauri – Cauri LTD, a company incorporated in the United Kingdom with company number 05372015, whose registered office address is at 102 Hamilton House, 1 Temple Avenue, London, EC4Y 0HA, United Kingdom, Payment Institution authorized by the Financial Conduct Authority, license number 683817

Recipient – a person indicated in the Payment order as the intended recipient of funds which have been the subject of a Payment Transaction.

Statement – a document prepared and provided by Cauri, which includes information about Payment transactions executed during the specific period.

Fee Schedule - means a list of fees, charges and interest to be paid by the Client to Cauri. The Fee Schedule is located in the Client's personal area of the System.

Client – a natural (private) person who registered in the System and went through the procedure of identification specified in the Agreement.

Payment transaction - an act initiated by the Payer or the Payee, or on behalf of the Payer, of placing, transferring or withdrawing funds.

Payment order – an instruction by the Payer or the Recipient for the respective payment service provider requesting the execution of a Payment transaction.

SEPA Transfer – The Single Euro Payments Area Transfer is the cross-border Euro bank transfer.

Payment services – services on executing Payment transactions, including transfer of money held on the payment account and online currency conversion.

Payment Instrument – any payment instrument which the System allows to link to the Cauri Account and perform Payment transactions with the help of this payment instrument.

Payer – a person who initiates or consents to the initiation of, a Payment order.

Privacy Policy - see <https://client.pa.cauri.com/legal/privacy> or https://payboy.money/Privacy_Policy.pdf

Cauri Account – a virtual account opened in the System on behalf of the Client and used for the execution of Payment transactions.

Services – the Payment services and other services provided by Cauri.

Account – the result of registration in the System, during which personal data of the registered person is processed, checked and the person is given a login name, and his/her rights in the System are defined. Abandoned Account - any inactive Account through which no Payment transactions have been processed for a minimum of six (6) months.

Acceptable language – English and Russian languages.

System – a software solution on web pages <https://payboy.money/>, and used for provision of the Services.

System website - <https://secure.payboy.money/account>

Agreement – this General Payment Service Agreement for Private Clients, including all schedules and other agreements, and documents incorporated herein by reference.

Consent – consent of the Payer to perform the Payment transaction.

Password (Passwords) – any code of the Client created in the System or a code provided to the Client by Cauri for the access to the Account or initiation and management of

separate services provided by Cauri and/or initiation, authorization, implementation and confirmation of Payment transactions.

Party – Cauri or the Client.

Unique identifier – a combination of letters, numbers and symbols which Cauri, as the provider of payment services, provides to the Client of payments services, and which is used for identification of the Client of payment services participating in the Payment transaction and / or an account of the Client used in the Payment transaction.

Client's contact details – means: the e-mail address, mobile phone number or other identifier Cauri may use to notify the Client under the Agreement, including about registration in the System and/or opening of the Cauri Account.

2. Registration in the System and creation of the Account

2.1. A natural person wishing to carry out Payment transactions using the System should register in the System.

2.2. When registering in the System, an Account is created for the Client. The Account is personal and only its owner, i.e. the Client, has the right to use it (log in). After the Client registers in the System and creates an Account, a Cauri Account is automatically opened for him/her. Cauri has the right to refuse registration to the Client at its own discretion. Until the Client has submitted, and Cauri has reviewed and approved, all required information, Cauri Account will be available to the Client on a preliminary basis only, and Cauri may terminate it at any time and for any reason.

2.3. The Client can have only one Account. If Cauri has suspects that the Client has opened several accounts, Cauri may close the Client's Accounts or/and terminate the Agreement without prior notice to the Client.

2.4. The Agreement, as it may be amended from time to time, becomes effective upon the Client's acceptance of the terms of the Agreement and Privacy Policy, registration in the System by entering the Password. The Agreement is valid for unlimited time.

2.5. By accepting the terms and conditions of the Agreement, the Client represents and warrants that the Client is 18 (eighteen) years of age or older. The Client may not use the Services if the Client is under 18 years of age.

2.6. Cauri does not provide the Services in the countries, subject to financial sanctions imposed by the UK and according to FATF recommendations. The Client should not be a resident of any country where Cauri does not provide the Services. A list of non-serviced countries may be amended by Cauri from time to time, without notice.

2.7. The Client confirms that she/he has provided true and accurate information about him/herself when registering in the System and that later, when changing or adding information about him/herself, she/he will immediately provide only true and accurate information. The Client shall bear any losses and liability that occur due to submission of

invalid data. Cauri may suspend Cauri Account or terminate this Agreement if the Client fails to keep this information current.

2.8. Under circumstances and procedures set out in the Agreement or in the System, the Client shall go through the process of the Client identification in order to start or continue using the Services. There are two types of Client's accounts in the System: Client account and Transit account.

For Cauri Account opening Cauri may request to provide: email, phone number, passport or ID Card or driving license. If the Client's turnover at Cauri Account is over than EUR 15000.00, Cauri may require to make video identification and/or provide additional documents.

For Transit account opening, if the Client's turnover at Cauri Account is less than EUR 1000.00, the identification is not needed. If the Client's turnover at Cauri Account is from EUR 1000.00 to EUR 15000.00, Cauri may require to provide passport or ID Card or driving license. If the Client's turnover at Cauri Account is over than EUR 15000.00 EUR, Cauri asks to provide proof of address. If the System detects fraudulent activity, Cauri may require to make video identification or/and provide additional documents. Passport, ID card and driving license expiry date should be beyond one month. For the proof of address the following documents can be submitted: the bill from the company supplying gas/electricity, mobile services, internet service provider (the submitted documents should be no more than three months old on the date of the application and should show the name and current address of the Client). Documents that can be used as proof of address for EU citizens: household utility bill (e.g. gas, electric, water or fixed line telephone, mobile phone bill, bank, building society or credit card statement, solicitor's letter confirming recent house purchase or land registry confirmation (in this case, proof of previous address will also be needed), HM Revenue & Customs (Inland Revenue) tax document e.g. tax assessment, statement of account, notice of coding. The submitted documents should be no more than three months old on the date of the application and should show the name and current address of the Client. The local authority tax bill (e.g. council tax) valid for the current year also can be used as the proof of address. The Client's failure to provide this information or material may result in suspension or termination of Cauri Account.

2.9. Cauri has the right to require data and/or documents which would help Cauri to identify the Client. In order to be given specific data and/or documents must be indicated in the notice to the Client about the necessity to perform the identification procedure.

2.10. When performing Client identification, Cauri has the right to demand the Client to provide originals of the documents and/or their copies and/or the copies of the documents approved by a notary or another person authorized by the state.

2.11. Cauri has the right to request from the Client additional information and/or documents related to the Client or operations performed by him/her, and to request the Client to fill in and periodically (at least once a year) update the Client questionnaire. Cauri has the right to demand for the submitted copies of the documents to be approved by a notary and/or translated into at least one of the languages acceptable to Cauri. All documents and information are prepared and provided at the expense of the Client. If the

Client does not provide additional information and/or documents within a reasonable term specified by Cauri, Cauri has the right to suspend provision of all or a part of the Services.

2.12. The Client shall receive a notification about confirmation of the Account via the email address or phone number which has been specified when registering in the System.

2.13. Cauri is entitled to correct the information entered by the Client, based on the information provided by the Client, if the mistake is in 1-2 signs. If personal data entered by the Client is different from the provided in proof of identity documents, request for identification should be declined. If due to inaccurate data the Client has created several Accounts, she/he shall inform Cauri thereof, so that all created Accounts would be merged into one Account.

3. Fees for the Services and settlement procedure

3.1. Cauri will provide the Services to the Client at the rates and for the fees described on the Fee Schedule page, linked here and incorporated into this Agreement. The fees include charges for Payment Services (such as processing a payment and money remittance) and for other events connected with Cauri Account. Cauri may revise the Fees Schedule at any time. However, Cauri will provide the Client with at least two months' advance notice before revisions become applicable to the Client (or a longer period of notice if this is required by applicable law).

3.2. If Cauri reduces the fees of the Services, new fees are applied even if the Client has not been informed thereof.

3.3. Cauri fees are deducted:

3.3.1. during the Payment transaction;

3.3.2. if fees have not been deducted during the Payment transaction, Cauri has the right to deduct them later;

3.3.3. in all cases the fee for the operation is indicated to the Client before the Payment transaction.

3.4. The Client confirms that she/he has carefully acquainted with the Fee Schedule that are applied to and relevant for him/her.

3.5. The fees are calculated and paid in the currency of the Payment transaction.

3.6. The Client commits to ensure a sufficient amount of money on Cauri account to pay/deduct the applicable fees.

3.7. If the Payment transaction involves a currency conversion, it will be converted at the exchange rate 2%+ECB rate.

3.8. If the Account becomes an Abandoned Account with a balance due to the Client, the Client shall be assessed a monthly Abandoned Account Fee in the amount set forth in the Fee Schedule. In addition, all costs incurred by Cauri in managing the Abandoned Account, including costs associated with attempting to locate the Client to deliver the Account balance or incurred with respect to escheating Client's funds to the appropriate governmental agency will be deducted from the Account, as applicable.

4. Opening of Cauri account. Terms of money transfer

4.1. Under the Agreement, a Cauri Account is opened for the Client for an indefinite period of time.

4.2. Cauri Account gives the Client the opportunity to load and transfer money from his/her Account, in accordance with 2.8. Clause, carry out local and international money transfers, pay contributions, receive money to the Account, pay for goods and services and perform other operations directly related to money transfers.

4.3. After the Client transfers money to the Cauri Account and Cauri receives the money, Cauri credits it to the Account for further execution of the Payment transactions.

4.4. Money on the Cauri Account is not a deposit and is to be used for further Payment transactions, Cauri does not, in any circumstances, pay any interest for money held on the Cauri Account.

4.5. The Client can create and have multiple Cauri Accounts on the same Account and use them at his/her discretion (but the Client can have only one Account). If the Client has multiple Cauri Accounts, one of them is Primary Account and others are related accounts.

4.6. If the Client terminates the Agreement or if Cauri terminates provision of the Cauri Account service to the Client, money held on the Cauri Account shall be transferred to the Client's bank account or to the account in another payment system indicated by the Client. Cauri has the right to deduct from such repaid money the amounts that belong to Cauri (fees for the Services and expenses which have not been paid by the Client, including but not limited to, fines and damages incurred by Cauri due to a breach of the Agreement committed by the Client, which have been imposed on Cauri). In the event of a dispute between Cauri and the Client, Cauri has the right to detain money under dispute till the dispute is solved.

4.8. If Cauri fails to repay the money to the Client due to reasons beyond the control of Cauri, the Client shall be notified thereof immediately. The Client shall immediately indicate another account or provide additional information necessary to repay the money (make a payment).

5. Usage of Cauri Account

5.1. The Client can manage the Cauri Account via the Internet by logging in to the Account with his/her login name and Password.

5.2. Fees for the Services are deducted from money on the Cauri Account. If the amount of money on the Cauri Account is less than the amount of the Payment transaction indicated by the Client and the applied fees, the Payment transaction is not carried out.

5.3. If the Payer indicates wrong data about the Recipient of money, it shall be considered that Cauri has fulfilled its obligations properly and shall not repay the transferred amount to the Payer. In this case, the Payer shall contact the person who has received the money regarding repayment of the money directly.

5.4. If the Payer submits an incorrect Payment order or indicates incorrect data of the Payment transaction, but the Payment transaction has not been executed yet, the Payer may request to amend the Payment order. In this case fees for amendment of the Payment order are applied.

5.5. In all cases, when Cauri receives a Payment order and funds cannot be credited due to errors in the Payment order or insufficiency of information, and neither the Payer nor the Recipient contacts Cauri for specification of the Payment order or refund, Cauri undertakes all possible measures to track the Payment transaction, receive specified information of the Payment order and to execute the Payment order.

5.6. If money is credited to the Client's account by mistake or in other ways under no legal basis, Cauri has the right and the Client gives an irrevocable consent in such cases to deduct the money from the Client's Cauri Account without Client's order. If the amount of money on the Client's Cauri Account is insufficient to debit the money credited by mistake, the Client unconditionally commits to repay Cauri the money credited by mistake in 3 (three) business days from receipt of the request from Cauri. If the Client notices that money that do not belong to him/her has been transferred to his/her Cauri Account, s/he shall immediately inform Cauri thereof. The Client has no right to manage money credited by mistake, which do not belong to him/her.

5.7. The Client confirms that:

5.7.1. incoming money transferred to his/her Cauri Account is not received from illegal activity;

5.7.2. the Client will not use services provided by Cauri for any illegal purposes, including the Client's commitment not to perform any actions and operations in order to legalize money received for a criminal or illegal activity.

5.8. The Client can manage the Cauri Account and perform Payment transactions from the Cauri Account via the Internet by logging in to his/her account.

5.9. Client's confirmations, orders, requests, notifications and other actions performed on websites of third persons or other places by logging in to his/her Cauri Account and identifying him/herself in this way are treated as conclusion of a deal confirmed by electronic signature.

5.10. Management of the Cauri Account via the Internet:

5.10.1. In order to carry out a Payment transaction via the Internet the Client shall fill in a Payment order in the System and submit it for execution by confirming his/her Consent to carry out the Payment order in the System electronically.

5.10.2. Submission of the Payment order in the System is Client's agreement to carry out the Payment transaction and cannot be canceled.

5.11. If the Client has reached a certain limit on Client account (Cauri may define the limit at its own discretion), the Client must follow the steps that Cauri will notify the Client of.

6. Reception of the Payment Order, Requirements Applied to the Payment Order and Refusal to Execute the Payment Order

6.1. When Payment order is created it is considered received by Cauri on the nearest business day of Cauri.

6.2. Payment orders inside the Cauri System are executed immediately independently from business hours of Cauri.

6.3. Cauri has the right to record and store any Payment orders submitted via any of the methods agreed on with Cauri, and to record and store information about all Payment transactions performed by the Client or according to Payment orders of the Client. Records mentioned in the present clause can be submitted by Cauri to the Client and/or third persons, who have the right to receive such data under the basis set forth in the legislation, as evidence confirming submitted Payment orders and/or executed Payment transactions.

6.4. Cauri has the right to refuse to execute a submitted Payment order if there are doubts that the Payment order has been submitted not by the Client or the submitted documents are falsified. If Cauri has reasonable doubts that the Payment order has been submitted not by the Client or that the documents submitted to Cauri are falsified or doubts about the legitimacy or content of the submitted Payment order, Cauri has the right to demand from the Client to additionally confirm the submitted Payment order and/or submit to Cauri documents confirming the right of persons to manage the money held on the Account or other documents indicated by Cauri via a method acceptable to Cauri at his/her own expense. In cases mentioned in the present clause Cauri acts with the aim to protect legal interests of the Client, Cauri and/or other persons; thus, Cauri does not undertake the responsibility for losses which may arise due to refusal to execute the submitted Payment order.

6.5. Before executing the Payment order submitted by the Client, Cauri has the right to demand from the Client to submit documents which prove the legal source of money related to execution of the Payment order. If the Client does not submit such documents, Cauri has the right to refuse to execute the Payment order of the Client.

6.6. Cauri has the right to employ third persons with the aim to completely or partially execute the Payment order submitted by the Client if it is required due to the interest of the Client and/or the essence of execution of the Payment order, remaining responsible for

such third persons. Cauri has the right to suspend and/or cancel execution of the Payment order submitted by the Client if it is required by applicable legal acts or due to other reasons beyond the control of Cauri.

6.7. If Cauri refuses to execute the Payment order submitted by the Client, it immediately informs the Client thereof and sends a notification to the Client, except when such notification is technically impossible or forbidden by legal acts.

6.8. Cauri does not accept and does not execute Payment orders of the Client to perform operations on the Account of the Client if money on the Account is arrested, the right of the Client to manage the money is otherwise legally limited, or if operations performed by Cauri are suspended in cases described by applicable legal acts.

6.9. If money transferred by the Payment order is returned due to reasons beyond the control of Cauri (inaccurate data of the Payment order, the account of the Recipient is closed, etc.), the returned amount is credited to the Account of the Client. Fees paid by the Payer for execution of the Payment order are not returned, and other fees and costs related to the returning of money and applied against Cauri can be debited from the Account of the Client.

6.10. Client Payment transactions are monitored. Client should provide Cauri within 3 (three) working days from the moment of receiving the respective request with all the necessary information concerning completed Payment transaction, including but not limited to explanations, invoices, certificates, other documents and information on issues related to Payment transaction. In case the requested information is not provided by Client or is incomplete or false, Cauri is entitled to suspend provision of all or part of services to the Client or/and terminate the Agreement.

6.11. Cauri may review Client's withdrawal transaction to mitigate any risks and/or prevent money laundering and to ascertain whether the transaction is connected to any Prohibited Activity (set in section 8). If risk is identified by Cauri, Cauri reserves the right to refuse the Payment Order.

7. Submission and Cancellation of the Consent, Cancellation of the Payment Order

7.1. The Payment transaction is considered authorized only after the Client gives his/her Consent. The Consent can be confirmed by an electronic signature, the Password or codes given to the Client, and/or other identity confirmation instruments. The Consent confirmed via any of the methods described in the present clause is considered appropriately confirmed by the Client, bears the same legal power as a paper document (Consent) signed by the Client and can be used as evidence when settling disputes between Cauri and the Client in courts and other institutions. The Client does not have the right to challenge the Payment transaction performed by Cauri if the Payment order has been confirmed by a Consent submitted by a method defined in the present clause.

7.2. The Client agrees that Cauri, while executing the Payment transaction, shall transfer Personal data of the Client possessed by Cauri to persons directly related to execution of such Payment transaction – international payment card organizations and other Bank/Companies involved in the execution of the Payment Service.

7.3. The procedure of cancellation of the Payment order:

7.3.1. the payment order cannot be canceled after Cauri receives it, except for cases described in the Agreement;

7.3.2. Payment order can be canceled only if the Client (Payer) and Cauri agree on that and the Payment is not sent yet.

7.4. If Cauri receives a Payment order to transfer money to the payment account in the institution of some other provider of Payment services, such Payment transaction is performed by Cauri according to the Unique identifier provided in the received Payment order – the account number of the Recipient in IBAN format, except when the other provider of Payment services does not use the IBAN account format.

7.5. Cauri, when executing Payment orders initiated by the Client, transfers the information provided in the Payment order to the provider of Payment services of the Recipient (including Personal data of the Client given in the Payment order).

8. Prohibited Activities

8.1. The Client, when using the Services, has no right to:

8.1.1. fail to observe the Agreement, valid legislation and other legal acts, including but not limited to, legal acts related to anti-money laundering and combating terrorist financing;

8.1.2. provide false, misleading or incorrect information to Cauri;

8.1.3. refuse to provide information reasonably requested by Cauri;

8.1.4. transfer and/or receive money acquired in illegal manner;

8.1.5. refuse to cooperate with Cauri in investigation of violations and identification of the Client;

8.1.6. use the Account and the Services in a way which causes or may cause losses, responsibility or other negative legal consequences to Cauri or other third persons;

8.1.7. undertake any other deliberate actions which could disturb provision of the Services to the Client or third parties or disturb proper functioning of the System;

8.1.8. organize illegal gambling, illegal trade of tobacco products, alcohol, prescription medicine, steroids, guns, drug substances and drug attributes, pornographic production, unlicensed lottery, illegal software and other items or products prohibited by the law;

8.1.9. provide services which are prohibited by the law or conflict with public order and good morals;

8.1.10. disclose Passwords and other personalized safety features of Payment instruments to third persons and allow other persons to use the Services instead of the Client.

8.1.11. breach any law, statute, contract, regulation (including anti-money laundering);

8.1.12. use Cauri account to send commercial transaction.

8.2. The Client shall reimburse all direct damages, fines and other monetary sanctions applied to Cauri due to failure to observe or violation due to the fault of the Client, including but not limited to, clause 8.1 of the present Agreement.

8.3. Access the Services from a country, where the Services are not provided by Cauri, according clause .2.6 of the Agreement.

8.4. Use an anonymous account.

9. Sending Notifications of the Parties, Communication and Consultation of Clients

9.1. Notices to the Client. The Client agrees that Cauri may provide notices to the Client by posting them on System's Website, emailing them to the Client, sending them to the Client through postal mail or sending them to the Client through SMS. Notices sent to the Client by postal mail are considered received by the Client within three (3) Business Days of the date Cauri sends the notice. Notices posted on System's Website or emailed or sent through SMS shall be considered to be received by the Client within one (1) Business Day of the time it is posted to System's Website or emailed to the Client or sent through SMS.

Notices to Cauri. Notices to Cauri shall be considered valid only if sent by postal mail to the applicable address for notice or by emailing them the email address as designated in Cauri's website or in the Agreement.

9.3. The Client undertakes to check his/her email inbox and other instruments used for reception of notifications indicated on the Account at least once a business day, in order to notice notifications about changes in the Agreement in time.

9.4. The Client must renew the contact data (telephone number, email address and post address) on his/her Account within 1 working day. If the Client fails to renew the contact data on his/her Account, all consequences due to failure of Cauri to submit notifications to the Client shall fall on the Client.

9.5. Client shall immediately inform Cauri about theft or other loss of his/her personal identity document.

9.6. Cauri shall notify the Client in advance, in accordance with the procedure provided in clause 9.1. of the Agreement, about known and potential technical failures of the System and systems or equipment of third parties employed by Cauri in provision of services, which have impact on provision of the Services.

9.7. The Parties shall immediately inform each other about any circumstances significant for execution of the Agreement. The Client shall submit documents substantiating such circumstances (e.g. changes in the name, surname, signature, address, phone number, other contact data, personal document, initiation of bankruptcy proceedings against the Client etc.), whether this information is already transferred to public registers or not in 10 (ten) working days from the date of change.

9.8. Cauri has the right to demand the documents to be translated if they are not in Cauri acceptable languages (English and Russian), legalized confirmed with the Apostille, except when legal acts state otherwise.

9.9. All costs for conclusion, submission, confirmation and translation of documents provided to Cauri shall fall on the Client.

9.10. If the Client provides Cauri documents which do not comply with requirements set by the legal acts and/or Cauri or reasonable doubts arise to Cauri about the authenticity or correctness of submitted documents, Cauri has the right to refuse to execute Payment orders submitted by the Client, suspend provision of other Services and/or demand from the Client to submit additional documents.

10. Amendments to the Agreement

10.1. Cauri may unilaterally amend this Agreement at any time by posting a revised version of it in the Client's personal area of the System. The revised version will be effective at the time Cauri post it.

The examples of the changes without telling the Client in advance may include:

- making a change in the Client favour;
- reducing the Client charges or changing the way Cauri charge in a way that's favourable to the Client;
- changing the terms to make them fairer to the Client;
- making a change because a law or regulation says Cauri has to do so by a certain date, and there's not time to give the Client a notice;
- introducing a new service or feature the Client 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 Client.

In addition, if the revised version includes a substantial change or changes that should be notified in advance, Cauri will provide the Client with two month' prior notice of any such

change by posting notice in the Client's personal area of the System. If Cauri gives the Client notice as set out above and the Client doesn't want to accept a change, the Client is free to end the Agreement and close Cauri Account or end the Services without charge. The Client can do this as long as the Client tells us before the change come into effect.

If the Client closes Cauri Account for this reason, Cauri won't charge the Client any termination fees. But the Client shall pay back any money and/or interest the Client owes, before Cauri closes Cauri account.

If Cauri gives the Client notice and Cauri doesn't hear from the Client, Cauri will treat the Client as having accepted the change.

10.2. The Client has no right to change and/or amend conditions of the Agreement unilaterally.

11. Suspension of service provision. Termination of the Agreement (removal of the Account)

11.1. Cauri has the right to unilaterally and without a prior warning apply one or several of the following measures:

11.1.1. fully or partially suspend execution of Payment transaction;

11.1.2. fully or partially suspend provision of all or part of the Services;

11.1.3. fully or partially limit Client's access to the Account;

11.1.4. fully or partially detain Client's money which has caused a dispute;

11.1.5. fully or partially suspend Payment transaction using the Payment instrument;

11.1.6. return the arrested monetary funds to the primary Payer.

11.2. Measures indicated in clauses 11.1.1-11.1.6 of the Agreement can be applied only in the following exceptional cases:

11.2.1. if the Client violates the Agreement materially;

11.2.2. if activities carried out by the Client using Cauri Account can harm Cauri business reputation;

11.2.3. if due to further provision of services and activity of the Client justified interests of third parties can be harmed materially;

11.2.4. in cases laid down in the legislation;

11.3. In this case, at first funds of primary senders are arrested on the Account of the Client, and if the Client does not perform requested actions (additional identification of the Client,

submitting requested documents) within the set time period or if the Client does not submit a reasoned explanation of the indicated case, the arrested funds shall be returned to the primary sender.

11.4. Cauri shall inform the Client about the measures indicated in clause 11.1. immediately (in one hour), and about the possibility to return money which belongs to the Client 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.

11.5. In case Cauri has reasonable suspicions that the Client is engaged in money laundering, financing of terrorism or other criminal activity is processed, Cauri has the right to suspend provision of services without providing the Client with explanation or notification till reasonable suspicions are fully denied or proved.

11.6. The Account and/or the Payment instrument is blocked at the initiative of the Client if the Client submits request to Cauri and informs Cauri that the Payment instrument of the Client 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.

11.7. Cauri does not undertake responsibility for losses of the Client 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.

11.8. The Client has the right to terminate the Agreement unilaterally without appealing to the court, but s/he has to notify Cauri thereof in writing 30 (thirty) calendar days in advance. If the Client terminates the Agreement, money left on Cauri account is returned to the Client by his/her chosen method according to Payment transaction of the Cauri Account.

11.9. Cauri has the right to terminate the Agreement and its Supplements unilaterally and refuse to provide services without indicating the reason by notifying the Client 30 (thirty) days in advance by means provided in the section 10 of the present Agreement.

11.10. Under a request of Cauri the Agreement and its Supplements may be terminated immediately if no operations have been made on the Account of the Client for more than a year.

11.11. In case of Agreement termination, Cauri deducts amounts payable for Cauri Services provided to the Client, fines, forfeits, losses and other amounts paid to third parties or to the state, which Cauri has incurred or paid due to the fault of the Client. If the amount of money on the Client's Cauri Account (or Accounts) is insufficient in order to cover all amounts indicated in the present clause, the Client undertakes to transfer provided amounts to the account of Cauri within 3 (three) business days.

11.12. Termination of the General agreement does not exempt the Client from appropriate execution of all responsibilities to Cauri which have arisen till the termination.

11.13. When Cauri terminates the Agreement with the Client, the Client shall choose a method for transfer of his/her money left on Cauri account. If the Identification level of the Client does not correspond to the level necessary to redeem all money, the Client shall choose another identification level and perform required actions to change the Identification level.

12. Confidentiality and Data Protection

12.1. The Parties undertake to protect each other's' technical and commercial information, which has become known to them while executing the present Agreement. Client undertakes not to transfer technical and commercial information of Cauri to third parties without a written consent from Cauri.

12.2. The Client agrees that Cauri shall manage the Client's Personal data with the aim to provide him/her services and execute other responsibilities under the present Agreement. The Parties guarantee protection of Personal data received while executing the present Agreement.

12.3. The period of data protection is 5(five) years (from the moment of termination of civil relationships), except when the legislation requires a longer data storage period. After the period of Personal data processing expires, Cauri destroys Personal data at its possession.

12.4. If the Client loses his/her Account Password or other Passwords, the Client undertakes to change the Passwords immediately or, if s/he does not have a possibility to do it, notify Cauri thereof immediately (not later than within one calendar day) with the help of information instruments indicated in section 10. Cauri shall not be liable for consequences that have originated due to the notification failure.

12.5. After Cauri receives the notification from the Client indicated in clause 12.4., it shall immediately suspend access to the Client's Account and provision of Cauri services until a new password is provided / created for the Client.

12.6. Cauri draws Client's attention to the fact that the email and other instruments linked to the Cauri Account are used as instruments for communication with the Client and/or Client identification instruments. Thus, these instruments and logins to them shall be protected by the Client. The Client is fully responsible for security of his/her email passwords and all the other instruments used by him/her and their login passwords. Passwords are secret information, and the Client is responsible for its disclosure and for all operations performed after the Password used by the Client for a relevant Account or another Payment instrument is entered

12.7. By registering in the System and giving consent with General Payment Service Agreement for Private Clients and the Privacy Policy, which the Client has carefully learned, the Client hereby gives his consent to the Cauri to process his personal data. With

giving consent, Client confirms that he understands the purpose of collecting the data, the purpose of its use and the duration of its storage. Personal data should be processed in compliance with the provisions of the relevant Data Protection Laws and GDPR requirements.

12.8. Cauri shall implement appropriate technical and organisational measures to protect the Personal Data that is processed against accidental destruction or loss or unlawful forms of processing thereby providing an adequate level of security that gives regard to the:

- (a) technical possibilities available;
- (b) special risks that exist in the processing of Personal Data;
- (c) Personal data storage in certified data center.

12.9. Cauri has the right to transmit all collected important information about the Client and his/her activity to other law enforcement institutions, state authorities and financial institutions, if such duty is determined by the legislation, and in order to identify whether this Agreement and relevant legislation have not been and will not be violated.

12.10. The Parties expressly agree that messages transferred via mail and email can be considered evidence when settling disputes between Cauri and the Clients.

12.11. Client has the right to require his/her Personal data to be corrected if it is inadequate, incomplete or incorrect.

12.12. Client may require the erasure of his/her Personal data, for example, that is being processed based on the consent, if he/she has withdrawn the consent,

12.13. Client has the right to receive information if his/her Personal data is being processed by Cauri and if so then to access it.

12.14. Client has the right to receive his/her Personal data that is provided by him-/herself and is being processed based on consent and were feasible transmit such data to another service provider (data portability).

12.15. Client has the right to withdraw his consent to process his/her Personal data.

12.16. The Client gives his consent, that Cauri may subcontract processing of the Personal Data, subject to:

12.16.1. Cauri ensuring that it has a contract with subcontractors, which contains terms which provide substantially the same level of protection as those set in present Agreement.

12.16.2. Cauri and subcontractors shall implement appropriate technical and organizational measures in respect of their processing of the Personal data to ensure a level of security appropriate to the risk of that processing.

12.16.3. Cauri shall make available to the Client on request a current list of those subcontractors which are used by the Cauri to undertake processing of Personal Data.

12.17. Clients may contact Cauri with any enquiries, withdrawal of consents, requests to exercise data subject rights and complaints regarding the use of Personal data. Contact details of Cauri are available on Cauri website: <https://client.cauri.uk/>. Contact details of the appointed Data Protection Officer: Elena Sharonova, dpo@cauri.uk.

12.18. If a personal data breach has occurred, DPO should inform about this breach the Client and relevant authority in 72 (seventy four) hours within.

12.19. Clients shall take all reasonable steps to protect the security of the Payment instrument safe (person electronic device through which client access the services).

13. Liability of the Parties

13.1. Each Party is responsible for all fines, forfeits, losses which the other Party incurs due to violation of the Agreement made by the guilty Party. The guilty Party undertakes to reimburse direct damage incurred due to such liability to the affected Party. In all cases, liability of Cauri under the Agreement is limited by the following provisions:

13.2. Cauri shall only be liable for direct damages caused by a direct and essential breach of the Agreement made by Cauri, and only for such damages which could have been reasonably anticipated by Cauri during the breach of the Agreement.

13.3. In all cases, Cauri shall not be responsible for the profit and income the Client has not received, loss of Client's reputation, loss or failure of Client's business, and indirect damages.

13.4. Cauri does not guarantee uninterrupted System operation, because System operation can be influenced (disordered) by many factors which are beyond control of Cauri. Cauri shall put all efforts to secure as fluent System operation, as possible; however, Cauri shall not be liable for consequences originating due to System operation disorders if such disorders occur not due to the fault of Cauri.

13.5. Cases, when Cauri limits access to the System temporarily, but not longer than for 24 (twenty four) hours, due to the System repair, development works and other similar cases, and if Cauri informs the Client about such cases at least 2 (two) calendar days in advance, shall not be considered as System operation disorders.

13.6. Cauri is not liable for:

13.6.1. Money funds transfer from the Cauri Account and for other Payment transactions with money on the Cauri Account if the Client has not protected his/her Passwords and identification instruments, and they have become known to other persons, and also for illegal actions and operations of third persons performed using counterfeited and/or illegal documents or illegally received data;

13.6.2. errors made by banks, payment systems and other third persons;

13.6.3. consequences which arise after Cauri legally terminates the Agreement, cancels Client's Account or limits access to it, also after reasonable limitation/termination of provision of a part of the Services;

13.6.4. for goods and services purchased using Cauri account, and also for the other party, which receives payments from the Cauri Account, not executing any agreement;

13.6.5. default and damages, if the default or damage has been made due to Cauri fulfilling duties determined by the law.

13.7. The Client is fully responsible for the correctness of data and orders provided for Cauri and when filling in documents in the System.

13.8. The Client bears all the losses that have arisen due to unauthorized Payment transactions these losses have been incurred due to: - usage of a lost or stolen Payment instrument; - illegal acquisition of a Payment instrument if the Client has not protected personalized security features (including identity confirmation instruments).

13.9. The Party is relieved from the liability for failure to perform the Agreement if it proves that the Agreement has not been executed due to circumstances of Force Majeure which are proven in accordance with the procedure established by the law. The Client shall notify Cauri about Force Majeure circumstances which prevent execution of the Agreement in written within 10 (ten) calendar days after the day of occurrence of such circumstances. Cauri shall notify the Client about Force Majeure circumstances via email or on the System websites.

13.10. The Client should immediately notify Cauri if:

- there has been an unauthorised transaction sent from the Account;
- there has been unauthorised access to the Account

Cauri strongly recommend that the Client monitors account closely on a regular basis.

14. Client's disputes with Cauri

14.1. Cauri aims to settle all disputes with the Client amicably, promptly and on terms acceptable to Parties; thus, in case of a dispute, the Client is encouraged to, first of all, address to Cauri directly. Disputes are solved by negotiations.

14.2. The Client may submit any claim or complaint regarding services provided by Cauri by sending a notification via email or making a phone call.

14.3. The complaint shall specify circumstances and documents on the bases of which the complaint has been submitted. If the Client bases his/her complaint on documents which

Cauri does not possess, the Client shall also submit such documents or their copies when filing the complaint.

14.4. Terms of examination of claims or complaints of Clients:

14.4.1. Cauri shall examine Client's claim or complaint and notify the Client about the decision not later than within 30 (thirty) days, except when legal acts or other Cauri binding acts related to provision of Services (e.g. rules of international payment card organizations) establish a different time limit.

14.4.2. If Cauri cannot provide the answer to the complaint of the Client within the time period specified in the clause 14.4.1, Cauri shall inform the Client about the reasons and indicate when the Client will receive the answer;

14.5. If the Client is not satisfied with the decision of Cauri, the Client has the right to use all other legal remedies to protect his/her rights.

14.6. 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 United Kingdom following the procedure established by the law.

14.7. The law of England and Wales 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 Client and Cauri falls within jurisdiction of a court of another state.

15. Final Provisions

15.1. 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.

15.2. Cauri shall not be responsible for execution of tax obligations of the Client, or calculation and transfer of taxes applied to the Client.

15.3. If any provision of the Agreement is recognized invalid, the other provisions of this Agreement do not cease to apply.