



TERMS AND CONDITIONS FOR THE SERVICES.

YOU MUST READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING ANY OF OUR SERVICES. BY SIGNING UP AS A CUSTOMER OF MARVLI PAYMENT AND/OR USING THE SERVICES, YOU SHALL BE DEEMED TO HAVE ACCEPTED AND BE BOUND BY ALL THESE TERMS AND CONDITIONS.

1. DEFINITIONS AND INTERPRETATIONS

1.1. In the present Terms and Conditions, the following terms shall, unless the context otherwise requires, have the following meanings, and may be used in the singular or plural as appropriate:

- Account shall mean Customer's Electronic money account opened with Marvli Payment, which holds electronic money;
- Alternative Payment Method or APM means a payment method (other than Card) that we are able and have agreed to process: e-wallets, payments from the phone account, or other.
- Wallet shall mean a sub-account opened in the Customer's Account chosen by the Customer's Base currency;
- Base currency shall be the reference currency chosen by the Customer before opening a particular Wallet in the Account;
- Business day shall mean a day when Marvli Payment is for servicing its Customers and is any day, except national holidays and days of rest in Riga, Republic of Latvia, as well as Marvli Payment's non-business days previously announced to the Customer;
- Business relationships shall mean relations between Marvli Payment and Customer during the time of providing of Services by Marvli Payment;
- The card shall mean a payment card branded as, but not limited to, Visa, Visa Electron, MasterCard or Maestro that shall be used as a means of payment when conducting the Transaction.
- Customer shall mean the Account-holder or an applicant for Account opening with Marvli Payment, i.e. a natural person or entity's sole proprietor, merchant or self-employed or another person with legal commercial or other activity, which has Business relationships with Marvli Payment;
- Communication shall mean any instructions, orders, documents, logs, transactions and any other information intended to be addressed to a Party by the other Party and is described under the "Relationships and Communications between Marvli Payment and Customer" section;
- Conditions shall mean the present Terms and Conditions of Marvli Payment and annexes if any, related to the Services of Marvli Payment, the use and access of the Marvli Payment E-Money System and any other website and/or interface provided by Marvli Payment in the current edition of which is published on Marvli Payment website;



- Marvli Payment E-Money System shall refer to the software/hardware complex, which includes a funds transfer system with formal and standardized arrangements and common rules for the processing, clearing and/or settlement of payment transactions, accessible through the website or/and mobile application of Marvli Payment, including all programs and access points enabling the Customer to perform access to the Services, such as the Marvli Payment E-Money System, etc;
- The deposit shall mean the crediting of funds to the Customer's Account by purchasing Electronic money by using one of the designated Deposit options available;
- Withdrawal shall mean funds transferring from the Customer's account via selected by the Customer method in the withdrawal section of the Account by redeeming Electronic money;
- Electronic Money or E-Money shall mean electronically, including magnetically, stored monetary value as represented by a claim of the Customer on the Marvli Payment, which is issued by Marvli Payment on receipt of funds from the Customer for the purpose of making payment transactions on the Marvli Payment E-Money System and which is accepted by the Customer;
- Fees shall mean any fees, rates and charges levied by Marvli Payment for the provision of Services and which may be amended by Marvli Payment from time to time in accordance with these Conditions. Fees are applicable to the Customer and are an integral part of these Conditions. In case in relation to the Customer some special Fees and additional agreements, it should prevail over these Conditions and general Fees in the frame and in relation to certain services, provided by Marvli Payment;
- Services shall mean any services, subject to the Conditions, offered by Marvli Payment, including without limitation Account maintenance, issuance of E-money upon receipt of funds, issuance of payment instruments and execution of payment transactions with issued E-money using payment instruments via Marvli Payment mobile application or designated website of Marvli Payment and any and all products available to the Customer and at the Conditions set forth at any time on Marvli Payment website and/or the Marvli Payment E-Money System;
- The transaction shall mean an act, initiated by the Customer of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the Customer and Marvli Payment, and in any case less any applicable Fees. The transaction may be as:
 - a financial operation using the Card and/or APM;
 - a transfer of the funds and replenishment of the account existing in the electronic environment by the means of Card and/or APM; and/or
 - the OCT if such service is provided by the merchant.
- Login authorisation data shall include all authorisation/verification information that is provided to the Customer by Marvli Payment for identification and login into the Account purposes, such as unique account number, password, login code and any verification messages, sent via email or mobile phone.
- Conditions defined herein shall have the same meaning in any other documents related to the opening of the Customer's and or Customer's Account with Marvli Payment and deemed to be part of these Conditions, except if otherwise specified in the relevant document;



- 1.2. References to persons shall include individuals, corporate bodies, unincorporated associations, partnerships and any other entities. Words denoting gender shall include all other genders. References to a Section or Sections shall be deemed references to the respective section(s) of these Conditions. Headings and notes herein are for reference only and shall not affect the construction and interpretation of the Conditions;
- 1.3. The headings and subheadings in these Conditions are for reference only and do not limit the scope of each clause.

2. SCOPE OF THE CONDITIONS

- 2.1. The Customer acknowledges that:
 - Marvli Payment is not a credit institution (bank) and Customer's Account is not a bank account;
 - Marvli Payment does not act as the trustee, fiduciary or escrow holder in respect of E-Money on the Customer Account;
 - E-Money held within Marvli Payment will not earn any interest and Marvli Payment does not pay interest on any balances in Customer's Account.
- 2.2. Marvli Payment provides access to the Marvli Payment E-Money System to authorised Customers only and enables them to purchase electronic money or request redemption of electronic money, make payments to and accept payments from third parties. Marvli Payment is an independent service provider for all purposes.
- 2.3. Specific conditions may be published on the Marvli Payment website and the Marvli Payment E-Money System, as amended from time to time (e.g. Privacy Policy, Complaints Procedure, Non-serviced countries, List of Restricted Activities etc.). Hence, the Customer expressly undertakes to consult and review regularly Marvli Payment website and the Marvli Payment E-Money System to be timely informed about any changes in respect of other conditions and the Services in particular.
- 2.4. Technical collection of Customer data and further subsequent transfer of this data to Marvli Payment is carried out by Marvli Payment OÜ, a company incorporated in Estonia under the registration number: 16338540, registration office: Veskiposti tn 2-1002, Tallinn, Harjumaa, 10138, Estonia. By using our services you grant irrevocable and unconditional approval for Marvli Payment OÜ to collect your data.

3. RELATIONSHIPS AND COMMUNICATIONS BETWEEN MARVLI PAYMENT AND CUSTOMER

- 3.1. Marvli Payment provides the Services only to authorized Customers that have been duly authorized by Marvli Payment after full inspections were carried out by Marvli Payment;
- 3.2. As an authorization precondition the Customer must accept these Conditions and any specific conditions published from time to time on the Marvli Payment website;
- 3.3. During the acceptance and authorization process Marvli Payment has a right to request information and the Customer is obliged to provide such information to Marvli Payment, including, but not limited



to, identification of the Customer within 3 (Three) Business Days. Marvli Payment may further request any information that is necessary in accordance with anti-money laundering laws and regulations and Customer understands and acknowledges and accepts the requirement to provide Marvli Payment with any requested information within 3 (Three) Business Days, otherwise, Marvli Payment may suspend and/or close Account, in accordance with these Conditions;

- 3.4. In any case, the Customer hereby expressly authorizes Marvli Payment to request and receive the Customer's information from other member companies of Marvli Payment Group where the Customer might hold an account or have any other relationships with Marvli Payment Group;
- 3.5. Marvli Payment is under no obligation to accept and/or authorize any Customer. Marvli Payment, upon its full discretion, shall determine the scope of information which may be requested from the Customer and decide on which terms and conditions the Customer is accepted and authorized;
- 3.6. It is the obligation of the Customer to provide (and Marvli Payment has the right to request accordingly from time to time) up-to-date information on all Customers and Marvli Payment, therefore, has the right to request any additional information from time to time which the Customer shall be obliged to provide. If the information is not provided, Marvli Payment reserves the right to unilaterally terminate the relationship with the Customer with immediate effect;
- 3.7. In case the Customer fails to submit the requested documents and/or information upon Marvli Payment request, Marvli Payment reserves the right to deactivate the Customer's Account and further decide upon the continuation of relationships with the Customer;
- 3.8. The Customer shall immediately (within 3 (Three) Business Days) notify Marvli Payment in case of any changes in circumstances or facts to any information and/or documents provided during the Customer's authorization procedure;
- 3.9. Once the Customer is accepted and authorized by Marvli Payment, the Customer will be provided with the Account with Marvli Payment. The Account is personal and only the Customer has a right to access and use Marvli Payment Services within it and only in the frame of stated and declared activity and purposes in the application for the Account (in case planned activity and purpose changed — a new application for the Account shall be submitted for the review to Marvli Payment). The Customer shall take all the measures necessary to protect the Login authorisation data (such as password, Login Code user ID and any other strictly personal security features) of the Account and only use the Account in accordance with these Conditions;
- 3.10. Each Customer is only allowed to have one approved Account with Marvli Payment. All additional information, applications or documents submitted at any time will be attached to the only approved Account of the Customer. In case more than one Account was opened for the Customer, the Customer expressly instructs and authorises Marvli Payment to close one of the Accounts at its full discretion and transfer all the funds to the other Account so as to keep only one Account at any time;
- 3.11. The Customer is not allowed (and shall not attempt to) tamper, hack, modify or otherwise corrupt the security or functionality of the Marvli Payment E-Money System. In case Marvli Payment suspects that any of these activities are taking place on the Customer's Account, Marvli Payment reserves the right to immediately freeze the Account and all transactions on it until these suspicions are either confirmed or discredited;
- 3.12. All information may be received in English only and English shall be the language used for purposes of these Conditions and for further communication between the Customer and Marvli Payment;



- 3.13. The Customer and Marvli Payment are entitled to use means of communication, such as telephone, email, mobile communication application, and other similar technological solutions for Communications purposes either provided by Marvli Payment or not. By sending and receiving Communications to and from Marvli Payment through any of these communication means, the Customer acknowledges and agrees that he may be exposed to inherent risks such as, without limitation, the failure of hardware, software and communications infrastructure (including the Internet). The content of Communications may be altered, not reach their intended recipient or do so much later than intended due to reasons outside the control of the parties, or maybe duplicated, disseminated or intercepted by unauthorized parties, and/or reach other than the intended recipients. Telecommunication operators may restrict certain services and/or not accept or restrict the transfer of certain data. As a result of any system unavailability, failure or other disruption, orders may either be not executed according to the Customer's instructions or not be executed at all or may not be placed or amended. Errors, disruptions, unavailability of the means of communication or delays in the transmission may affect transactions accordingly. The Customer acknowledges all risks described above and all similar risks ("Telecommunications Risks") and agrees to use the means of telecommunication at his own risk and of his own volition, assuming full responsibility. The Customer confirms that he understands and assumes the risks inherent to the use of the Marvli Payment E-Money System, programming tools and other electronic communication tools;
- 3.14. The Customer discharges Marvli Payment from any liability in contract or in tort, with regards to any disruption of Communications arising from the materialization of Telecommunications Risks and other risks and circumstances envisaged in section 3.13 above. Marvli Payment shall not be liable for any direct, indirect, incidental or implied consequences for the Customer or any third party attributable to Telecommunications Risks. Marvli Payment does not warrant that it will be able to maintain a continuous, uninterrupted link with the Internet, and may not be held liable therefore;
- 3.15. Marvli Payment reserves the right and may record and/or protocol all telephone conversations, Internet exchanges (including chats during the registration process), emails and meetings between the Customer and Marvli Payment at its discretion, and use such recordings or transcripts of such recordings as evidence vis-à-vis any party (including but not limited to regulatory authorities and courts of law) to whom Marvli Payment deems it desirable or necessary to disclose such information in the course of any dispute or anticipated dispute involving Marvli Payment and/or the Customer. The Customer may nonetheless not rely on the availability of such recordings;
- 3.16. The Customer agrees that Marvli Payment may provide notice or other information to the Customer by posting it on the Marvli Payment website, including the posting of information which is only accessed by the Customer by logging into the Customer Account, emailing it to the verified email address registered with Customers Account, calling Customer by phone, or sending an SMS message. The Customer must have internet access and an email account to receive communications and information relating to the Services. Above mentioned access is completely under the Merchants own responsibility;
- 3.17. With the exception of amendments to these Conditions in clause 3.13 above-mentioned notice shall be considered to be received by the Customer within 24 (twenty-four) hours of the time it is posted to the Marvli Payment website or emailed to the Customer. If the notice is sent by mail, Marvli Payment will consider it to have been received by the Customer 3 (Three) Business Days after it is sent;
- 3.18. The Customer may request a copy of any legally required disclosures, including these Conditions, from Marvli Payment and Marvli Payment will provide it to the Customer in durable medium form, e.g. by email;



- 3.19. The Customer may terminate its consent to receive required disclosures through electronic communication by requesting it from Marvli Payment. Marvli Payment may charge the Customer a document request fee to provide a paper copy. Marvli Payment reserves the right to close the Customer's Account if the Customer withdraws the Customer consent to receive electronic communications;
- 3.20. Notices to Marvli Payment made in connection with these Conditions must be sent by email to: welcome@MarvliPayment.com.

4. AUTHORISATION AND USAGE OF SERVICES

4.1. Login and authorisation:

- The Customer shall access his Account via Marvli Payment website and/or Marvli Payment mobile application by entering Login authorisation data provided to the Customer by Marvli Payment. In case of any problems with login authorisation, the Customer shall request technical assistance by contacting Marvli Payment;
- After entered by the Customer Login authorisation data is verified by Marvli Payment, the Customer shall get access to the Account and shall be able to give payment transaction instructions to Marvli Payment;
- In case when the Customer suspects his Login authorisation data is obtained by a third party the Customer shall immediately inform Marvli Payment by asking to block his Account until full investigation and identification is carried out either by calling or by sending an email to Marvli Payment.

4.2. Exclusive rights to use an account:

- The Customer shall keep Login authorisation data secret and fully confidential to protect it against any misuse. The Customer shall be responsible for the loss or misuse of any Login authorisation data and shall bear exclusive liability for any consequence of their use by unauthorised persons;
- Anyone accessing the Account by entering Login authorisation data shall be deemed to be the Customer, without any further clarification from Marvli Payment. Marvli Payment remains, however, free to request additional identification elements at any time to verify the Customer's identity;
- The Customer may request Marvli Payment to block his Login authorisation data in case the Customer suspects that it has been compromised. Such blockage may be revoked by the Customer only;
- The Customer acknowledges the electronic nature of the Marvli Payment E-Money System which shall be provided strictly on an "AS IS" and "WITH ALL ITS FAULTS" basis.

4.3. Creation and maintenance of Wallets in Customer's Account

- Upon authorised entrance into the Account, the Customer shall be able to create electronic money Wallet or E-Wallet in different currencies which are also referred to as sub-accounts and are recorded in Marvli Payment E-Money System as sub-accounts chosen by the Customer currency;



- The Customer is not required to keep a balance on the Account, i.e., in one sub-account or several sub-accounts. If the Customer does have a balance in the Customer's Account, funds representing the balance are segregated and pooled with the balances of other Customers in an account or several accounts held by Marvli Payment according to the requirements of the law and internal policies of the Marvli Payment.

5. TRANSACTIONS: DEPOSITS, WITHDRAWALS, INTERNAL TRANSFERS AND PAYMENTS, DIGITAL CURRENCY

In order to make a Transaction, the Customer will first need to fund his Account by purchasing electronic money to be credited to his Account or by receiving electronic money transferred via the Marvli Payment E-Money System from other Customers.

5.1. Deposits:

- The Customer may purchase electronic money by using one of the "Deposit" methods available to the Customer depending on certain criteria, e.g. country of residence, etc. The Customer must provide the information requested and pass all identity and security validation and verification checks prior to the receiving of acceptance by Marvli Payment, which shall allow depositing funds to the Account. For any Deposit, the Customer authorizes Marvli Payment to obtain and receive funds on behalf of the Customer from the payment source chosen by the Customer, less any applicable Fees, and to issue electronic money to the Customer's Account;
- When depositing the funds, the Customer understands and expressly agrees that the funds he deposits in one chosen currency will be deposited by Marvli Payment into the Customer's respective Wallet by depositing the respective amount in electronic money corresponding to that particular currency in case the Customer possesses Wallet in that particular currency in his Account. The Customer further understands and agrees that in case, the Customer does not possess a Wallet in the currency deposited by the Customer, Marvli Payment may automatically open, and the Customer expressly authorises and instructs Marvli Payment to do so, the Wallet in that currency and deposit these funds to that corresponding to the Customer's depositing currency Wallet or it may be converted to another currency (at Marvli Payment discretion) and in its turn due to cross-border payments regulations in different regions an FX difference between the processed amounts and settlement amounts may occur. The customer acknowledges this fact and shall not raise any claims in relation to the mentioned conversion;
- The Customer understands, acknowledges and accepts that due to cross-border payment regulations in different regions and settlements, an FX difference between the processed amounts and settlement-specific aspects amounts may occur, even though the Transaction currency and Account currency are the same.
- The Customer understands and accepts that Marvli Payment, upon its full discretion, may impose certain limits on amounts of purchased electronic money and/or impose special requirements and/or refuse to accept funds for electronic money purchase from the Customer at the sole discretion of Marvli Payment.
- "Deposit" via Visa or MasterCard that has been successfully processed and electronic money has been purchased and deposited into Customer's Wallet accordingly may not be cancelled by the Customer and no refund is available. To redeem the money deposited via Visa or MasterCard the Customer shall process with "Withdrawal" of electronic money to his Visa or MasterCard, however,



respective Fees may apply.

5.2. Withdrawals:

- The Customer may “Withdraw” electronic money by using one of the Withdrawal methods available to the Customer on the Account depending on certain criteria, e.g. country of residence, etc. The Customer must provide the information requested and pass all identity and security validation and verification checks prior to the withdrawal authorisation by Marvli Payment. For any Withdrawal, the Customer authorizes Marvli Payment to perform remittance from electronic money into the Customer’s base currency via the withdrawal source chosen by the Customer less any applicable Fees, and to remit the electronic money back to the Customer;
- The Customer understands and expressly agrees that Marvli Payment may only proceed with the Withdrawal of Customer’s funds into an account that is held in the Customer’s name (Customer is the account holder and beneficiary of the account) at a credit institution, i.e. bank or into an account that is held in Customer’s name at payment institution that has established cooperation with Marvli Payment;
- The Customer understands and accepts that Marvli Payment may be requested by law to impose certain limits on amounts of Withdrawal of electronic money and/or impose special requirements and/or refuse to withdraw the Customer’s funds until the information is submitted by the Customer and all requirements under the law are fully satisfied.

5.3. Deposits and Withdrawals are subject to Fees and currency conversion fees depending on the method used according to the Fee Schedule available on the Marvli Payment website, which the Customer agrees to constantly observe. Furthermore, Deposits and Withdrawals may be subject to the imposition of limits that correspond to the level of information provided by the Customer, and potential risk presented by the Customer and may also be imposed at the sole discretion of Marvli Payment.

5.4. Payments within the Marvli Payment E-Money system:

- The Customer may make Payments to other Customers and/or Customers that accept Marvli Payment transfers by entering Marvli Payment E-Money System. The Customer is obliged to specify the purpose of the Payment, which shall conform with the specified nature of business in the Customer application for the Account opening. When all the fields are filled in Marvli Payment E-Money System will calculate and show the transfer Fees;
- By making the Transaction the Customer expressly confirms that all the data entered is correct and shall bear full responsibility if any mistake appears in the entered data;
- By making Transaction the Customer provides full authorisation to Marvli Payment to transfer the funds as instructed. Electronic money will then be transferred within the Marvli Payment E-Money system to the destination indicated by the Customer. The execution of the Transaction shall usually take place immediately, however, in case of technical malfunctioning the execution of Payment may be delayed, in which case Marvli Payment will make all efforts to fix the technical malfunctioning and proceed with the Payment execution within a reasonable time;
- The Customer fully acknowledges that after proceeding Transaction the Customer may no longer cancel or amend the Transaction. Thus, by making the Transaction the Customer irrevocably gives instructions to Marvli Payment to proceed with it and does not intend to cancel or alter it;



- Marvli Payment E-Money System allows Transactions to mobile phone numbers and/or emails of Marvli Payment Customers or persons (recipients) who do not yet have accounts with Marvli Payment (hereinafter — User). In order for the User to receive such a Transaction made by the existing Customer of Marvli Payment, the User must apply and be approved as a Customer by Marvli Payment in the frame of Marvli Payment internal policies and procedures. After the User becomes approved as Marvli Payment Customer the Transaction shall be proceeded. In case the User doesn't become a Marvli Payment Customer, the Payment is cancelled with immediate effect and returned in the same amount and in the same currency to the Customer (who proceeded with the Transaction).

5.5. Internal transfers:

- The Customer may make "Internal transfers" between Wallets held in different currencies. During the Internal transfer process spot exchange rate will be displayed, however, the Customer expressly accepts that he understands and acknowledges that the spot exchange rates are only indicative. After proceeding with the Transaction, chosen by the Customer amount will be internally transferred between Wallets held in different currencies.
- The Customer may make Internal transfers by specifying the recipient's (which is Marvli Payment Customer as well) email and/or registered phone number in accordance with Marvli Payment E-Money System requirements.

5.6. History of Transactions in the Account:

- All the history of Transactions including charges, fees and margins, shall be recorded in the History section of the Account and shall be available to the Customer at any time. The Customer shall also be able, for an additional fee described on the Marvli Payment website, to request Marvli Payment to confirm to the Customer any Transaction made and Marvli Payment will be obliged to confirm any Transaction made on the Customer's Account. History also indicates statuses of the Transactions as completed, cancelled, or pending.

5.7. Digital Currency:

- Marvli Payment E-Money System allows Customers to buy from the Marvli Payment Digital Currency.
- At Marvli Payment's sole discretion may also elect to allow the Customer to sell Digital Currency to Marvli Payment.
- Marvli Payment will use reasonable efforts to deliver the purchased Digital Currency to the Customer at the earliest reasonable time. The Customer acknowledges that the delivery of the Digital Currency purchased by the Customer may be completed separately from the payment process, and it may take time for the Digital Currency transfer to be processed. The Customer also acknowledges that on some occasions, Marvli Payment may not be able to fulfil the Customer's purchase order or deliver the Digital Currency.
- The Customer acknowledges that Marvli Payment will not be liable for any error with respect to the instructions the Customer provides.
- The Customer understands and accepts the risks involved in buying and selling Digital Currency, including the fact that Marvli Payment cannot guarantee that any Digital Currency will have, at any time in the future, a certain value (if any) or market liquidity. There is no guarantee that the



Customer will be able to sell the Digital Currency to any third party at a later time, and at no event, will Marvli Payment be obligated to purchase from the Customer any Digital Currency, whether bought from the Marvli Payment or otherwise.

- Digital Currency purchasing methods, related to Fees, warranties etc are stipulated separately with the Customer in case the Customer intends to work with Digital Currency within the Marvli Payment E-Money System.

6. FEES AND CHARGES

- 6.1. The Customer expressly agrees to duly pay for any Services provided, e.g. for international payment transfers and currency conversions, withdrawals or amendments of payment transactions, searching and preparing printouts and documents, for performing any outstanding services for the Customer by Marvli Payment and sending reminders. The customer expressly agrees to pay all the applicable Fees;
- 6.2. The Customer acknowledges and understands that he is obliged to read and acknowledge Fees prior to instructing Marvli Payment to make any Transactions. The Fees document contains all applicable interest rates, commissions and fees for Services provided by Marvli Payment, thus the Customer shall observe these at all times;
- 6.3. In case the Transaction initiated by the Customer requires a currency exchange, the current spot rate provided by the liquidity provider will be applied;
- 6.4. The Customer agrees that any Fees that are due by the Customer to Marvli Payment shall be withdrawn by Marvli Payment directly from the Customer's Account at any time;
- 6.5. Marvli Payment reserves the right to introduce new services and to, therefore, introduce new charges which the Customer is obliged to pay in accordance with these Conditions. New charges that are favourable to the Customer may be introduced without prior notice;
- 6.6. Marvli Payment is entitled to unilaterally amend the Fees. Marvli Payment shall notify the Customer of these changes by setting the date when the new Fees take effect;
- 6.7. Marvli Payment reserves the right to deduct all the losses resulting Customer's unauthorised actions;
- 6.8. The Customer remunerates the Marvli Payment for opening, maintenance and closing of Accounts, execution of the Transactions and other services in accordance with the Fees. The Customer is obliged to get himself/herself acquainted with the Fees and/or exchange rates.
- 6.9. Changes to exchange rates shall come into effect immediately without notice and the Customer shall not have the right to object to such a change.

7. CHARGEBACKS

- 7.1. The Customer must observe the condition of the electronic money purchase. If the Customer chose a payment instrument for electronic money purchase that is subject to a chargeback right, the Customer agrees that it will not exercise the chargeback right and will not chargeback any electronic money purchase the Customer made by using that payment instrument and that was credited to Customer's account other than on occasions where Marvli Payment did not fulfil obligations under



these Conditions, which would result in Customer having the right to a refund of electronic money purchased.

- 7.2. Without limiting Marvli Payment's rights or remedies under these Conditions or any applicable law, if the Customer cancels, chargebacks or reverses an electronic money purchase, the Customer is responsible for paying Marvli Payment funds equal to the par value of the electronic money purchased, plus applicable fees. Marvli Payment may, at its discretion, recover the amount of a cancelled purchase or chargeback of electronic money by reducing the balance on the Customer's account or otherwise collecting the amount from the Customer. Marvli Payment may charge Customer the fees and expenses Marvli Payment incurs in connection with a chargeback and action undertaken to challenge the same.

8. UNCLEARED FUNDS AND PAYMENTS, NEGATIVE BALANCE

- 8.1. Certain electronic money purchase options may entitle the Customer to have electronic money credited to its account before payment for electronic money purchase and applicable fees are cleared by the Customer's designated financial institution or association or other payment service provider. In that case, Marvli Payment may periodically present these uncleared payments to the Customer's financial institution or association or other payment service provider, as applicable. In addition, Marvli Payment may debit insufficient funds and uncleared payments from Customer's account, obtain them from Customer's designated financial institution or association or other payment service provider, as applicable, or collect them from the Customer in other ways. Marvli Payment will tell Customer before Marvli Payment does this unless telling Customer would compromise reasonable security measures or otherwise be unlawful, in which case Marvli Payment will tell Customer when Marvli Payment is permitted to do so.
- 8.2. Further, a negative balance on the Customer's account is a situation when there is insufficient electronic money in the Customer's account. A negative balance on the Customer's account may occur for various reasons described in these Conditions (for example, if the Customer uses a chargeback right despite not being permitted to do so under these Conditions or Marvli Payment claim repayment of an ungrounded refund of electronic money Customer received from Marvli Payment). Any negative balance on the Customer's account is the Customer's debt to Marvli Payment with an immediate payment term. Marvli Payment may require and collect payment from Customer to cover an outstanding negative balance on Customer's account at any time. Failure by Customer to make payment is a breach of these Conditions. Marvli Payment may at any time send Customer reminders or take other debt collection measures, including, but not limited to, mandating a debt collection agency or solicitors, or pursuing a court claim. Marvli Payment may also charge Customer fees and expenses Marvli Payment reasonably incur in connection with debt collection or enforcement efforts.

9. RESTRICTED ACTIVITIES ON THE ACCOUNT

- 9.1. Marvli Payment does not accept payments from or to sanctioned countries and territories in accordance with the laws, regulations and internal policies;
- 9.2. Marvli Payment does not provide services to Customers, who are engaged in restricted activities. For the purposes of these Conditions, the restricted activities are:
 - o breach of these Conditions; breach of law, statute, contract or regulation;



- breaches of Marvli Payment copyrights, patents, trademarks or any other intellectual property rights;
- provision of false, inaccurate or misleading information;
- failure to provide information as requested by Marvli Payment;
- send or submit to Marvli Payment documents that Marvli Payment reasonably believes to be fraudulent;
- attempt any action that might lead to unjust enrichment during the dispute;
- usage of anonymising proxy;
- use services provided by Marvli Payment that may result in dispute, claim, fines etc.;
- disclose information about other Customers to third parties;
- facilitate any viruses, Trojan horses, worms or other computer programming tools that may make damage to Marvli Payment E-Money system.

10. UNAUTHORIZED TRANSACTIONS

10.1. It is the Customer's sole responsibility to ensure that the Customer does not use Marvli Payment services for a transaction that may be considered illegal.

10.2. The Customer must not engage in any of the following:

- use Marvli Payment Services to obtain a cash advance from the Customer's credit/debit card (or assist others to do so);
- use Marvli Payment Services in a manner that may result in abuse of a bank's reversal process, credit card system or violation of credit card association rules;
- use Marvli Payment Services for any purpose contrary to laws, contracts, statutes or regulations that apply to Customer, including without limitation those concerning money laundering, fraud, criminal activity, financial services, unfair competition or consumer protection;
- send unsolicited emails or similar methods of mass messaging (spam);
- tamper, hack, modify, damage, interfere with or otherwise corrupt the security or functionality of Marvli Payment Services, or attempt to do so;
- breach Marvli Payment or a third party's intellectual property rights; and
- refuse to cooperate in an investigation to confirm Customer's or Customer representative's or beneficial owner's identity or information Customer provides to Marvli Payment or refuse to let Marvli Payment have information or documents that Marvli Payment may receive from Customer under any applicable law and these Conditions.
- This list is not exhaustive, and it is the Customer's responsibility to ensure that the Customer does not use Marvli Payment Services for transactions and other purposes that may be considered



illegal.

11. SECURITY VALIDATION AND VERIFICATION CHECKS

11.1. Customer acknowledges that certain transactions or options for receipt, purchase, transfer or redemption of electronic money:

- require different types of identity and security validation and verification checks, including the use of third-party validation and verification systems, and Customer agrees to submit to these checks if Customer chooses an option to which these checks apply; and
- if applicable, impose certain minimum or maximum limits.

11.2. Marvli Payment may validate and verify any information or data the Customer provides to Marvli Payment.

12. ADDITIONAL CUSTOMER WARRANTIES

12.1. Customer warrants and represents that:

- where it is a registered entity (in any form, e.g. LLC), the Customer will have and maintain at least 1 (One) director who is domiciled in the place of the Customer incorporation and registered address;
- it will deliver the Customer Products/Services to its customers without undue delay;
- the Customer Products/Services that are made available to customers comply with applicable law in any jurisdiction in or to which the Customer is making its goods and services available;
- the Customer has at all times all requisite licences and permits in place to engage in the advertising and provision of its goods and services; and
- it is not receiving funds in connection with any illegal, fraudulent, deceptive or manipulative act or practice and that the Customer is not sending or receiving funds to or from an illegal source.

12.2. The Customer warrants to indemnify Marvli Payment against any losses, costs, liabilities, and expenses, including attorneys' fees arising out of the Customer's failure to fully comply with these Conditions.

12.3. The Customer agrees that Marvli Payment may deduct at its own discretion all the losses and expenses specified in 1.2.

13. AMENDMENTS OF CONDITIONS

13.1. Marvli Payment shall be entitled to amend these Conditions at any time by giving a notice including but not limited to a notice given by email to the Customer or posted on Marvli Payment Payment's website or presented when the Customer accesses his Account. Such changes and/or amendments shall become effective on the date specified in the notice unless expressly disapproved by the Customer within 30 (Thirty) calendar days from the date of notification, however, any such objection



shall constitute a notice by the Customer to terminate any concluded agreements between the Parties and close all accounts within Marvli Payment and in such case, the parties may exercise their right to terminate the relationship in accordance with these Conditions;

- 13.2. Marvli Payment expressly reserves the right to use its website to inform the Customer about any changes in these Conditions and the posting of a notice on Marvli Payment Payment's website shall be deemed a valid notification of such changes to the Customer. The Customer undertakes to regularly review Marvli Payment Payment's website and/or to regularly access his online reporting where relevant information may be published.

14. SUSPENDING AND CLOSING AN ACCOUNT

- 14.1. Customer may close Customer's account upon a 1 (one) month prior notice to Marvli Payment. To do so, the Customer must notify the Marvli Payment of the Customer's decision to close the Customer's account. At the Customer's request, Marvli Payment may agree to close the Customer's account immediately. The Customer's account is closed immediately if Marvli Payment receives notice from the Customer that the Customer does not agree with changes to these Conditions. If Customer closes Customer's account, Customer is responsible for cancelling pending transactions from Customer's account and any pending electronic money transfers to Customer's account.
- 14.2. Closing the Customer's account does not mean that Marvli Payment deletes data (including personal data) that Marvli Payment is required to hold under applicable laws and regulations on the Customer. Marvli Payment will continue to store this data, including the Transaction history, for at least 5 (five) years or longer, if so required by any applicable law or for any other reason specified in Marvli Payment's Privacy Policy.
- 14.3. Marvli Payment may close the Customer's account or any payment service associated with it by giving the Customer a 10 (Ten) Business Days prior notice.
- 14.4. Marvli Payment may at its discretion suspend or otherwise restrict the functionality of Customer's account and Customer's right to request transactions and receive electronic money transfers or close Customer's account at any time without any prior notice, including, but not limited to, for any of the following reasons:
- Marvli Payment suspects unauthorised or fraudulent use of Customer's account or that Customer's account has been accessed without Customer's authorisation;
 - Marvli Payment suspects that any of the login details of the Customer's account have been compromised;
 - Marvli Payment has reasonable grounds to believe that Customer has seriously or persistently broken any provision of these Conditions;
 - The customer inappropriately lets someone else use the Customer's account;
 - Customer gives Marvli Payment false information or document(s) at any time;
 - Marvli Payment has reasonable grounds to believe that Customer's account has been used in connection with unauthorised or unusual credit/debit card or bank account use, including without limitation, a notice of the same by Customer's bank or credit/debit card issuer;



- Customer abuses the reversal or chargeback process through the Customer's bank or credit card company;
 - The customer refuses when requested to cooperate with an investigation or to provide adequate confirmation of identity or other identity or security information;
 - Customer initiates or consents to Transactions that may be considered to be cash advances or assisting in cash advances;
 - The Customer's account has been used, attempted to be used or allegedly used in or to facilitate criminal or other illegal or fraudulent activity against Marvli Payment or someone else, including, but not limited to, receipt or transfer of potentially fraudulent funds or proceeds of crime;
 - Marvli Payment believes that the Customer's account or activities pose a security, credit or fraud risk to Marvli Payment;
 - Marvli Payment is complying with money laundering or terrorist financing investigations conducted by government authorities, agencies or commissions;
 - The Customer has offered threats or has been abusive to Marvli Payment staff;
 - The Customer becomes insolvent or bankrupt, or the Customer's commercial activities are suspended or terminated;
 - The Customer puts Marvli Payment in a position where Marvli Payment might break a law that applies to Marvli Payment if Marvli Payment continues maintaining the Customer's account;
 - The Customer violates or Marvli Payment has reason to believe that the Customer is in violation of any law applicable to the Customer's use of Marvli Payment services;
 - Marvli Payment reasonably believes that Marvli Payment is required to do so by any applicable law or in order to comply with recommendations, decrees or instructions issued by a government authority or recognised body for the prevention of crime or effective court order.
- 14.5. 5) Unless informing Customer would compromise reasonable security measures or otherwise be unlawful, Marvli Payment will where practicably notify Customer in advance or immediately afterwards of the closing of Customer's account or suspension or restriction of the functionality of Customer's account and Customer's right to request Transactions and receive electronic money transfers. If the reason for the suspension of the Customer's account can be reasonably cured or remedied, Marvli Payment will notify the Customer of action to be taken to eliminate the reason and to restore the functionality of the Customer's account.
- 14.6. If Marvli Payment closes the Customer's account, Marvli Payment will redeem any unrestricted or undisputed amount of electronic money in the Customer's account according to these Conditions.
- 14.7. If Marvli Payment suspects that the Customer is engaging in an activity referred to these Conditions, Marvli Payment may contact the relevant government authority, recognised crime prevention body and other third parties and disclose details of any prohibited activities, under Marvli Payment Privacy Policy or any applicable law and/or take legal action against Customer.
- 14.8. If Customer does not access Customer's account for 9 (nine) months, Marvli Payment will close it. After closure, Marvli Payment will attempt to notify Customer using the last contact details Customer



gave Marvli Payment to try to send Customer any funds for redemption in Customer's account. If that information is not correct and Marvli Payment is unable to complete the payment to Customer, then the available balance on Customer's account.

15. CONFIDENTIALITY

- 15.1. Neither party shall disclose to any person (unless required to do so by any applicable law or by any regulatory or supervisory authority or by any other person entitled by law to require such disclosure) any information relating to the business, transactions, finances or other matters of confidential nature of the other party which it may in the course of its duties or otherwise become aware, and each party shall use all reasonable endeavours to prevent any such disclosure;
- 15.2. By adhering to these Conditions, the Customer acknowledges, understands and accepts that its data such as, including but not limited to, email and/or phone number may be processed by Marvli Payment and may be demonstrated to another Marvli Payment Customer in the frame of using Marvli Payment E-Money System, as a result of Marvli Payment recommendations to the Customer in relation to different Transaction methods within the Marvli Payment E-Money System.
- 15.3. By adhering to these Conditions, the Customer authorizes Marvli Payment to disclose such information relating to the Customer as may be required by any law, rule, counterparties, or regulatory authority without prior notice to the Customer.

16. PRIVACY AND CONFIDENTIALITY

- 16.1. By accepting these Conditions, the Customer also agrees to the Marvli Payment Privacy Policy. Personal Information and non-personal information Customer provides to Marvli Payment when using Marvli Payment services may be transferred outside the EEA for the purpose of providing Marvli Payment services to the Customer. By agreeing to these Conditions, the Customer consents to this transfer.
- 16.2. Customer acknowledges and agrees that Marvli Payment and Customer are independently acting as data controllers with respect to any personal information processed when providing or using Marvli Payment services, respectively. It is explicitly stated that Marvli Payment and Customer are not joint data controllers. Marvli Payment is a data controller with respect to personal information received from Customers or third parties. The customer is a data controller with respect to personal information received from Marvli Payment or third parties.
- 16.3. Marvli Payment is fully responsible for Marvli Payment compliance with the applicable data and privacy laws. Customer is fully responsible for Customer's compliance with the applicable data and privacy laws, including obtaining all consents that may be necessary to provide personal information to Marvli Payment or third parties.
- 16.4. Customer shall have its own independently determined privacy policy, notices and procedures for personal information Customer processes as a data controller. In complying with the applicable data and privacy laws Customer and Marvli Payment shall each separately without limitation:
 - implement and maintain at all times all appropriate technical and organisational security measures in relation to the processing of personal information;
 - maintain a record of all activities on the processing of personal information carried out;



- provide information as may be reasonably requested by the other party to demonstrate compliance with obligations under the applicable data and privacy laws;
- not knowingly do anything to permit anything to be done which might lead to a breach by the other party of the data and privacy laws applicable to that party.

16.5. The Customer acknowledges and accepts that:

- for quality assurance, security and fraud detection purposes, when speaking to members of Marvli Payment customer support service, the Customer's call may be monitored and/or recorded;
- for fraud and security purposes Marvli Payment keeps personal information submitted by Customer even after Customer's account is closed if so requested by the applicable law, Conditions or Marvli Payment Privacy Policy;
- for identity validation and verification purposes, Marvli Payment may make the following information available to other business entities and users to which Customer transfers electronic money or from which Customer receives electronic money transfers: Customer's name, account number, legal jurisdiction, address, email address and/or IP address.

16.6. The Customer further acknowledges and undertakes to maintain the confidentiality of information, including the confidentiality of technical and financial information, the Customer receives while using or receiving Marvli Payment services about other business entities, users or Marvli Payment, or Marvli Payment' technology and Customer undertakes to use this information only in connection with Marvli Payment services.

16.7. The Customer agrees that Marvli Payment carries out the processing of personal and other data in accordance with the General Data Protection Regulation (GDPR) and other applicable laws and regulations. Marvli Payment carries out the processing of personal data of the Customer, its representatives, authorized persons, representatives, beneficial owners and other third parties related to the Customer, including the collection, registration, input, storage, arranging, modification, using, transferring, transmission and disclosure of data, blocking or deletion, and the Customer is obliged to obtain consent to all data processing mentioned in this clause from all persons whose personal data they have transferred to Marvli Payment. The purpose of personal data processing is compliance with local and international laws and regulations, Customer registration, the provision, offering and maintenance of Marvli Payment products and services, the security of employees, the security of Marvli Payment property (assets), the performance of the duties prescribed by law, and the other legal interests of Marvli Payment. The Personal Data Processor is Marvli Payment.

17. WAIVER OF RIGHTS

17.1. The rights and remedies contained in these Conditions shall be cumulative and not exclusive of any rights or remedies provided by law. No delay or omission of Marvli Payment in exercising any right, power or remedy provided by law or under these Conditions, or partial or defective exercise thereof, shall:

- impair or prevent any further or other exercises of such right, power or remedy; or
- operate as a waiver of such right, power or remedy;
- No waiver of a breach of all or part of these Conditions shall (unless expressly agreed in writing



by the waiving party) be construed as a waiver of any future breach of the same or as authorizing a continuation of a particular breach.

18. REMEDIES

- 18.1. The Customer shall indemnify Marvli Payment and keep Marvli Payment indemnified against all losses, taxes, expenses, costs, and liabilities whatsoever (present, future, contingent or otherwise, and including reasonable legal fees) which may be suffered or incurred by Marvli Payment as a result of or in connection with:
- Any breach of these Conditions by the Customer;
 - As a result of illegal actions performed by the Customer using Marvli Payment services.
- 18.2. For the admitted aggregation (which is not declared in the Customer application and does not comply with the e-shop stated goods and services type) in the amount of 3 500,00 EUR (three thousand five hundred euro and 00 cents) for each MID (merchant identification number) existing day;
- 18.3. For the inability to provide settlement account details within 10 (Ten) calendar days in the amount of 1000,00 EUR (one thousand euro and 00 cents) per week;
- 18.4. In case of arrest of Customer funds according to sanction issued by Financial regulatory authority and/or other governmental authorities in an amount of 5000,00 EUR (five thousand euro and 00 cents) per day;
- 18.5. For failure to provide KYC information upon the request of Marvli Payment in accordance with clause 3.3. of present Terms and Conditions within 10 (Ten) Business days in the amount of 1000,00 EUR (one thousand euro and 00 cents) for each day of delay. This clause applies only in case the volume of unresponded and/or non-provided KYC of Customer exceeds reasonable volumes, as determined by the Marvli Payment.

19. ELIGIBILITY

- 19.1. You must be at least 18 years old and have the legal capacity to enter into a contract in order to use services on our website. By using our website and accepting these Terms & Conditions, you represent and warrant that you meet these eligibility requirements.
- 19.2. Our website is not available to users in certain jurisdictions. By using our website, you represent and warrant that you are not located in any of these prohibited jurisdictions:
- 19.3. Afghanistan, Cuba, Iran, North Korea, Syria, Russian Federation, Belarus, Regions of Ukraine: Crimea, Donetsk and Luhansk, Myanmar (Burma), Central African Republic, China, Congo DR, Lebanon, Libya, Mali, Nicaragua, Somalia, Sudan, Venezuela, Yemen,
- 19.4. The list provided above is non-exhaustive and may be updated at any time without prior notice.

20. DISPUTE RESOLUTION AND JURISDICTION

- 20.1. The Customer and Marvli Payment shall make every endeavour to amicably resolve any dispute, in



good faith and in a constructive manner. The Customer acknowledges and agrees that threats and blackmailing towards Marvli Payment are prohibited and constitute a valid ground for interrupting negotiations and for immediate termination of any Business relationships;

- 20.2. In carrying out any activities under this Agreement, the Parties shall observe the laws of Canada.
- 20.3. In the first instance, the Customer shall raise any complaint relating to the services provided under these Conditions with Marvli Payment.
- 20.4. The Parties shall endeavour to settle all disputes and discrepancies arising from these Conditions and relating to the execution, validity and abrogation of these Conditions via negotiations. If such negotiations last for more than 22 (Twenty-two) Business Days this dispute and discrepancy shall be submitted, at the discretion of any Party to the Courts of Canada. The Marvli Payment may also sue the Customer in connection with the Conditions in the jurisdiction in which that respective Party has its registered office (if different).

21. APPLICABLE LAW

- 21.1. These Conditions are governed by the laws of Canada;
- 21.2. In carrying out any activities under this Agreement, the Parties shall observe applicable laws and regulations and rules of international payment systems (such as but not limited to Visa Europe, and MasterCard Worldwide).

22. THIRD PARTY RIGHTS

- 22.1. No term of this Conditions is intended to confer a benefit on or to be enforceable by, any person who is not a party to this Conditions.

23. ASSIGNMENT

- 23.1. None of the Parties shall assign or transfer these Conditions or any or all of their rights and/or obligations under these Conditions nor any part of it, nor any benefit nor interest in or under it, to any third party without the prior written consent of the other Party which shall not be unreasonably withheld; provided, however, that Marvli Payment may assign these Conditions without the consent or approval of Customer to Marvli Payment parent or subsidiary or associated companies, in connection with a merger, reorganization, recapitalization or sale of all of or substantially all of Marvli Payment stock, business or assets. Any attempt to assign these Conditions other than as permitted herein shall be null and void. Subject to the foregoing, these Conditions will be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

24. FORCE MAJEURE

- 24.1. No failure or omission by any Party to carry out its obligations or observe any of the stipulations or conditions of these Conditions shall give rise to any claims against the party in question or be deemed a breach of this Conditions, if such failure or omission arises from a cause of force majeure, such as acts of God, war or warlike hostilities, civil commotion, riots, blockades, embargos, sabotage, strikes,



lockout, shortage of labour, delay in deliveries of whatsoever from sub-contractors or machine failure caused by force majeure, or any other event beyond the control of the party in question.

25. NOTICES AND CONSENTS

25.1. Any notice to be given by either of the Parties hereto to the other in connection with this Conditions shall be in writing and shall be delivered to the address stated in this Conditions or Customer application or to such other address as either party may notify to the other for such purpose.