

# End User Agreement

Last updated: 23 January 2025

## 1. Preamble

DV Pay (“We”, “Us” or “Our”) is a cryptocurrency payment processor. We are not a cryptocurrency exchange platform or a place for purchasing or selling cryptocurrencies. Our Services are only available to businesses that sell a products, provide services or to registered charitable organizations that accept donations. Our Crypto Processing Services streamline cryptocurrency transactions for merchant businesses. We provide an efficient and secure platform to accept, process, and manage digital payments.

DV Pay services are provided by MAX LTD, registered in accordance with the laws of the Russian Federation at 50 Aviamotornaya Street, Moscow, with the registration number 122770006678.

Our Services may develop over time. This means that we may change, replace or discontinue (temporarily or permanently) our Services at any time for any reason with or without notice.

## 2. Definitions

In this Agreement, the following terms shall have the following meaning unless otherwise stated in the text:

- “Agreement” means the End User Agreement;
- “DV Pay” is a website containing information about the services and the Provider, allowing to perform a number of operations;
- “Website User” (hereinafter referred to as “User”, “Customer”) is a legal entity / natural person who has access to the Website, via the Internet and uses the Website and / or intend to use the services provided by DV Pay;
- “Website Administration” is the authorized employees for the management of the Website;
- “Services” are automated systems of interaction with the cryptocurrency network presented in the form of convenient user interfaces placed in the DV Pay personal account as well as the services provided through the DV Pay Products, operated by DV Pay or any other service provided by DV Pay;

- “Cryptocurrency” is type of virtual currency that has no single centralized issuer, it is distributed directly between the holders of such currency and based on blockchain technology;
- “Fiat Currency” is a government-issued currency, defined at the legislative level as legal tender in the country of its issue;
- “Fee” is a remuneration charged in favor of DV Pay for the use of the relevant Services by the Customer;
- “Personal Account” is a set of secure pages created as a result of the User's registration on the Website;
- “Website” is a set of information, texts, graphic elements, design, images, photos, videos and other results of intellectual activity, as well as a set of computer programs contained in the information system, ensuring the availability of such information at <https://dv.net>;
- “Decentralized Exchange” (DEX) is a cryptocurrency exchange that operates decentralized, i.e., without a central authority body. Decentralized exchanges allow peer-to-peer trading of cryptocurrencies;
- “Merchant account” is a type of account for DV pay services that allows businesses to accept payments in multiple ways, established under this Agreement.
- “Purchaser” is a legal entity / natural person making payment for goods, services of the Client (user of the Website), where DV Pay acts as a processing platform for such payment;

### **3. General provisions**

- 3.1. This End User Agreement (hereinafter referred to as “Agreement”) applies to the DV Pay Website located at <https://dv.net>.
- 3.2. This Agreement governs the relationship between the Administration of the DV Pay Website (hereinafter referred to as “Website Administration”) and the Customer.
- 3.3. The text of this Agreement, permanently available on the Website <https://dv.net>, contains all material terms and conditions of the public offer.

- 3.4. By creating an account or using any service on the Website, You that You have read, understand and fully accept the terms of this Agreement, as may be subsequently amended, modified and supplemented.
- 3.5. Proper acceptance of this Agreement constitutes the Customer taking the following steps:
- Familiarization with the terms and conditions of this Agreement and all appendices attached hereto;
  - Providing valid and up-to-date information, including the genuine e-mail address entered when registering an account on the Site;
  - Clicking the “Registration” button after filling in the registration form;
  - The Customer shall automatically receive an e-mail to the specified e-mail address with confirmation of registration on the Website.
  - After the Customer clicks on the “Registration” button and a special message about successful registration appears, the process is considered complete and the terms of this Agreement become binding for the registered User.

#### **4. Subject of the Agreement**

- 4.1. The subject of this Agreement is to provide the Customer with access to the information contained on the Site and the Site Services;
- 4.2. All existing (actually functioning) at the moment Services of the Website, as well as any of their subsequent modifications and additional Services appearing in the future fall under the scope of this Agreement;
- 4.3. Access to the Website is provided on a free of charge basis;
- 4.4. This Agreement is a public offer. By accessing the Website, the User shall be deemed to have acceded to this Agreement;
- 4.5. Our Services are only available to a legal entity / natural person that sells products / services or to a registered charitable organization that accepts donations. By using the Services, the Customer authorizes us to act as his/her agent so we may receive, hold and disburse funds on his/her behalf and to take any or all actions that DV Pay considers as necessary to provide the Services and to comply with applicable law.

- 4.6. Payment by Purchaser to DV Pay shall be considered the same as a payment made directly to the Customer and shall extinguish the Purchaser's outstanding obligation, to the extent of the payment Merchant's Account.

## **5. Account Registration**

- 5.1. In order to use the Services, you are required to create a DV Pay Merchants account. During the account registration process, we shall collect contact information such as email address, password and details regarding the ultimate beneficial owner or the most senior individual associated with your organization (if applicable).
- 5.2. Additionally, we may also request information about your business, including its legal name, physical address, and website. The information provided during the account opening must be accurate and complete. Furthermore, DV Pay may require to provide information about you from third-party sources such as credit bureaus, identity verification services and others. Please note that we reserve the right to decline your account registration or terminate your DV Pay Merchants account if the information provided is inaccurate, incomplete, or unsatisfactory.

## **6. Protecting Your Password**

- 6.1. Upon registration, you shall be prompted to select a password for your account. It is your responsibility to maintain the confidentiality of your password and account access details. You are fully liable for any activities conducted using your password or account.
- 6.2. Kindly notify us immediately if you suspect any unauthorized use of your password or account, or if you become aware of any security breaches. Please be aware that if you share your password with others, we cannot be held responsible for any losses incurred as a result of unauthorized use of your password or account, whether or not you were aware of such usage.
- 6.3. While utilizing the DV Pay website or Services, you may encounter services, products, and promotions offered by third-party providers. If you choose to engage with these third-party services, you do so at your own risk and are solely responsible for reviewing, understanding, and complying with their respective terms and conditions. We explicitly disclaim any liability associated with third-party services and are not accountable for their performance or any issues arising from their use.

## **7. Rights and obligations of the parties:**

### **7.1. The Website Administration has the right to:**

- Change the rules of use of the Site, as well as change the content of this site. Changes come into force from the moment of publication of the new edition of the Agreement on the Site;
- Without liability to the User or any third party, block the account and suspend the use of one or more Services. Such actions may be taken as a result of a breach of the terms of any clause of this Agreement.

### **7.2. The Customer has the right to:**

- Use all of the Services available on the Website;
- Ask questions related to the Website services through technical support;
- Request from the Website Administration to hide confidential information regarding the Customer.

### **7.3. The Website Administration is obliged to:**

- Provide information regarding amounts, addresses, transactions, statistics, etc. at the Customer's request;
- Not to withhold funds received by the Customer, provided that there is no violation of the terms of this Agreement;
- Avoid any actions that may compromise the confidentiality of information;
- Not to take actions that may be considered as disturbing the normal operation of the Site and its Services.

### **7.4. The Customer is obliged to:**

- Provide, upon request of the Website Administration, additional information that is directly related to the Customer's project;
- Observe property and non-property rights of authors and other right holders when using the Site;

- Not to take actions that may be considered as disturbing the normal operation of the Website and its Services;
- Not to distribute any confidential information using the Website;
- Avoid any actions, as a result of which confidentiality of information may be violated;
- Not to use the Website for distribution of information of advertising nature, except for affiliate (referral) program, except for the permission of the Site Administration;
- When using the Website, the Customer guarantees that the funds received as a result of the operation are legal, the Customer's activity is not related to illegal activities and does not violate applicable laws, is not directly or indirectly related to legalization (laundering) of funds, financing of terrorism, proliferation of weapons of mass destruction, sale of drugs or deception of customers.

## **8. Responsibilities of the parties**

- 8.1. Any losses that the Customer may suffer in the event of intentional or reckless breach of any clause of this Agreement, or as a result of unauthorized access to the Customer's account, shall not be indemnified by Website Administration.
- 8.2. Customer agrees to defend, indemnify and hold DV Pay, its service providers and consultants, and their respective directors, employees and agents harmless from any claims, damages, costs, liabilities and expenses arising out of or related to the use of DV Pay or breach of this Agreement.
- 8.3. Customer acknowledges and agrees that the value of cryptocurrency is highly volatile and that cryptocurrency transactions are high risk. In addition, Cryptocurrency Consensus Network is solely responsible for verifying and validating transactions that the User sends through the Site.
- 8.4. Customer acknowledges and agrees that DV Pay is not responsible for any errors or omissions that User makes in initiating any cryptocurrency transaction through the Site Services.
- 8.5. Customer acknowledges and agrees that transaction requests that Customer submits through the Service may be materially delayed or not completed by the cryptocurrency network. When the Customer executes a transaction request through the Service, the Customer authorizes the transaction request

to be sent to the cryptocurrency network in accordance with the instructions the Customer provides through the user interface of the Service.

## **9. The Website Administration is not responsible for:**

- 9.1. The operation of the cryptocurrency network or the cryptocurrency exchange rate. The Website provides access to the following information: amounts, addresses, description of addresses, transactions, description of transactions, statistics, graphs, etc.;
- 9.2. Delays or failures in the transaction process due to force majeure, as well as any case of malfunction in telecommunication, computer, electrical and other related systems.
- 9.3. Actions of transfer systems, banks, payment systems and for delays related to their work;
- 9.4. Improper functioning of the Website in case the Customer does not have the necessary technical means for its use, as well as does not bear any obligations to provide users with such means.

## **10. Amendments to the Agreement**

- 10.1. DV Pay has the right to unilaterally change the terms of the Agreement, Privacy Policy, tariffs (fees). Such changes shall come into force from the moment of publication of the new version of the relevant documents on the Website and DV Pay is not obliged to notify the Customer about such changes.
- 10.2. At each subsequent visit to the Website, before using the personal account, the Customer undertakes to familiarize himself with the new version of the Agreement, Privacy Policy, tariffs (commissions). Continued use of the Website shall mean the Customer's agreement with the terms of the new version of the relevant documents.
- 10.3. If the Customer does not agree with the terms of the new version of this Agreement, Privacy Policy, tariffs (commissions), the Customer must stop using the Website.

## **11. Intellectual Property**

- 11.1. The Website contains the results of intellectual property owned by the Site Administration, its affiliates and other related parties.

11.2. By using the Website. The User acknowledges and agrees that the content of the Site and the structure of the content of the Site are protected by copyright and other rights to the results of intellectual activity, and that the said rights are valid and protected in all forms, in all media and in relation to all technologies, both currently existing and developed or created subsequently. No rights to the content of the Site and the system, are transferred to the Customer as a result of using the Site and the system or entering into the Agreement.

11.3. In order to avoid misinterpretation of the respective offences, the User is prohibited to:

- Copy and/or distribute any intellectual property objects placed on the Website, except when such function is expressly assumed by the terms of work on the Website.
- Copy or otherwise use the software part of the Website, as well as the design.
- Place on the Site personal data of third parties without their consent.
- Modify in any way the software part of the Website, perform actions aimed at changing the functioning and operability of the Website.
- Use offensive and violating the rights and freedoms of third parties and groups of persons words as a login (nickname, alias) during registration.