



# UGPay Group AG

## USER AGREEMENT

<https://ugpay.group/>

(public offer)

13.10.2020



The current User Agreement ("Agreement") establishes "https://ugpay.group/" website services using rules, located on the Internet at the address ugpay.group ("Website") and is a public offer. User Account registration on the Website by the Website User means the full Agreement terms acceptance permanently located at <https://ugpay.group/> address. In case of disagreement with any of the User Agreement terms, the Website visitor is obliged to refrain from registering an account on the Website as well as from Website services use.

UGPay Group AG CHE-201.650.325 Registration address: Aegeristrasse 5, 6300 Zug, Switzerland, is the right holder (Administration) in accordance with the current:

#### 1. Agreement subject, applicable law and basic concepts

1.1. The current Agreement is addressed to any capable individual and/or legal entity and is the Right holder's (hereinafter referred to as Administration's, Website Administration's) public offer in order to sign up the current Agreement on the terms specified therein, by attaching those data to it, made by the current Agreement acceptance.

1.2. The current Agreement version is posted on the Right holder's <https://ugpay.group/> website. The Right holder proposes to carefully read the current Agreement text and refuse form its acceptance in case of disagreement with any term.

1.3. The copyright owner, while having the ownership rights exclusive property and other rights for a complex compound object, which can be defined as "https://ugpay.group/" website with IP address: https://ugpay.group (hereinafter referred to as Internet Website and/or Website), allows the Users to use Website which is an Internet resource and information and computer programs complex contained in an information system which ensures such information availability on the Internet (hereinafter - platform).

Website Administration has the right to unilaterally amend the current Agreement without prior User notice and/or getting his approval. The Website Administration has the right to notify the Users on the current Agreement addendum and/or modification the most appropriate way for the Website Administration. Website and its materials and services use at any time means full User's acceptance of all Agreement terms and its parts.

If the User disagrees with the current User Agreement version in whole or in part, he must promptly request the Website Administration to remove his Account and stop using the Website until its Account removing.

1.4. The Parties have determined by their mutual agreement they will proceed from the following main categories and terms interpretation in their legal relations arising from the current Agreement:

- Internet Website - programs complex for electronic computers and other information contained in the information system accessible through the information and telecommunications "Internet" network (hereinafter referred to as the "Internet") on domain names and/or on network addresses which allow to identify websites on the Internet;



- Internet website page (hereinafter referred to as the web page) – website part on the Internet accessible by the index which consists of the domain name and the symbols defined by the Internet Website owner;
- domain name - a symbol designation, intended for Internet websites addressing in order to provide access to the information posted on the Internet;
- network address - the identifier in the data transmission network, which determines the subscriber terminal or other communication methods included in the information system while rendering telematic communication services;
- Internet website design, electronic compositions and other textual and graphic materials distributed on the Internet website;
- the Right holder has the rights to exclusive design, HTML code, website code on the Internet, website management system on the Internet as well as the access to it (the server), the administrative panel, the website domain name and hosting use on the Internet;
- the legal Website owner status on the Internet - a person who independently and at his own discretion determines the procedure for using the Website on the Internet, including the information posting procedure on such a Website – while the Right holder:
- access to the information – the information obtaining and its use opportunity,
- information confidentiality - mandatory requirement which should be complied by the person who has received access to certain information not to disclose such information to third parties without its owner's consent,
- information provision - actions aimed at obtaining information from a certain people group or information transfer to certain persons group,
- information dissemination - actions aimed at obtaining information by an undefined people group or its transfer to an undefined persons group,
- the information owner - a person who independently created the information or obtained the right to authorize or restrict access to the information determined by any signs on the law or contract basis;
- personal data processing operator's legal status - a person who independently and jointly with other persons organizes and/or performs personal data processing as well as determining personal data processing goals, the personal data subject to processing, the actions (operations) performed with personal data, as a result of the Internet website functioning with the obligatory personal data owner, while:
- personal data - any information relating to directly or indirectly defined or determined individual (personal data subject),
- personal data processing - any action (operation) or actions (operations) complex performed while or without using automation tools with personal data, including collection,



recording, systematization, accumulation, storage, updating (modification), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, removing, destruction,

- automated personal data processing
- personal data processing by computer facilities,
- personal data distribution - actions aimed at personal data disclosure to an undefined persons group,
- personal data provision - actions aimed at personal data disclosure to an undefined persons group,
- personal data blocking - temporary personal data processing termination (except for cases when processing is necessary for personal data specification),
- personal data destruction - actions which make it impossible to restore the personal data contents in the personal data information system and (or) as a result of which the personal data material carriers are destroyed,
- personal data depersonalization - actions which result is additional information using impossibility to determine the personal data ownership to a specific personal data subject;
- databases - independent materials (articles, calculations, normative acts, judgments and other similar materials) complex, presented in an objective manner, systematized such a way to find and process these materials with the electronic computer's help, including their distribution on the Internet website or formed during the website creation, operation on the Internet;
- personal data information system - personal data complex contained in databases provided in an objective manner and information technologies and technical means, ensuring its processing, including those generated during the website creation and/or operation on the Internet
- platform - software and hardware complex intended for interactive website participants (users) interaction for the purposes defined by the current Offer. The platform consists of the client and server parts, as well as information and reference part, which access to the client and information-reference part is provided by the website;
- account – the website section containing the User and his activity data on the Platform. Access to the account is carried out by unique identification data - a login corresponding to the User's email address and password - originally generated by the Right holder and available for further modification by the User;
- visitor - a user who accesses the Website through the Internet;
- user's account (profile) - the User's account created at the website registration moment, allowing to identify (authorize) each User by access requisites (login and password);
- content - information posted on the Website, including: advertising, texts, comments, announcements, photos and/or video materials, design elements, illustrations, scripts, computer programs;



- third party - any individual or entity who is not the current Agreement party.

1.5. The Right holder is not an agent or representative of any Users' groups and is not responsible for the information reliability distributed by them, published information as well as for possible harm caused by this information's author or the person who distributes it.

1.5.1. A user who distributes the information in any of its forms, including in the text, graphic images, photo or video images form, guarantees that he is the rightful information owner and if it is not, such User undertakes to follow the quoting rules while indicating the information distributed source and the such information distribution does not violate any third parties' personal and/or property rights and none of the statements mentioned above is controversial.

1.5.2. One person has an opportunity to create one User account only while signing up. It is prohibited to create several accounts by one person as well as create an account for nonexistent persons or use other persons' data in order to register an account without their consent. The Website administration has the right to block or remove all accounts registered by the guilty User without prior notifications or warnings if the User violates any requirement established by the current Agreement.

1.6. The Website Administration has the right to change the Website services provision order and terms as well as change their composition (in whole or in part either expanding or prohibiting), as well as to terminate such services provision (in full and/or in part), without the reasons explanation for such termination.

1.6.1. The following actions are strictly prohibited while using the Website services:

- words, expressions, images, audio and video materials use which are contrary to the humanity, morals, business ethics norms, including abusive words or expressions, insults use in relation to the Users, Website Administration, third parties, the life, human or animal health threats spread, use of words, text, images, audio and video materials of discriminatory, degrading, abusive, obscene or pornographic nature aimed at human dignity humiliation, hatred or enmity incitement, causing moral suffering, moral harm, damage to business reputation and Website Administration' or third parties' trademarks and brands reputation;

- request or attempt to request/get personal information from other service users.

1.7. The current Agreement is subject to the current international legislation in the electronic commerce and trade field and to Declaration on Global Electronic Commerce (Geneva, 1998), Higher Eurasian Economic Council decision of December 26, 2016 No. 24 "On Approval of the Services trade regulation rules, Institutions and Activities", as well as the updated Regulation of the EU 2016/679 of 27 April 2016 (GDPR - General Data Protection Regulation), and also allowing applying to certain individual Agreement terms, special international law norms.

1.7.1. The parties agreed to consider the international legislation terms in the electronic commerce and trade regulation field in force at the Agreement signing up time, the applicable law to legal relations arising, terminating and changing in accordance with the current Agreement.

1.7.2. The Website Administration has the right to change certain legal regulation norms



application procedure and terms to legal relations arising in accordance of the current Agreement, in view of the special individual countries national legislation requirements.

## 2. Parties' rights, duties and guarantees

### 2.1. The Right holder is obliged:

- to provide high-quality service in the manner defined by the current Agreement.

### 2.2. The Right holder has the right to:

- implement promotional materials targeting in the services provision process in accordance with the current Agreement;
- implement during the services provision process in accordance with the current Agreement: personal data processing, automated personal data processing, personal data distribution, personal data provision, personal data blocking, personal data destruction, personal data depersonalization in the manner and on terms determined by the current Agreement and current legislation norms;
- at any time to change the Platform composition, the interface, the Platform access order, the main Platform functionality without the need for prior notification and (or) subsequent approval by the User. Information on the changes made is brought to the User by posting on the Website and (or) in Account.

The User has the right to use the Platform while considering the introduced changes (additions) in the order provided by this Offer unless otherwise established by the Right holder;

- to establish charging for certain website functionality use or to enter the services paid on the Website, which using is paid and is carried out after sending the prior notification to Users and obtaining their consent;
- use cookies and similar technologies (including pixel tags, web beacons, transparent GIF files, JavaScript and local data storage, etc.), to collect personal identification information or information which can become a personal identification information in combination with other information, in compliance with all the necessary legal requirements for the Users' personal data confidentiality, by identifying users, counting their number and monitoring the pages they visit on the website in order to ensure maximum convenience to users while providing personalized information, memorizing marketing and product preferences, and helping to get the right information (including access to secure website zones or to use a virtual shopping cart), analyze user actions on the Website in order to improve and optimize the Website operation, including, to simplify the search for the necessary information on the Website by its visitors;
- to provide advertisements, messages and content, including by sending notices (messages), advertisements and messages via e-mail on the Internet while using the services and databases of both the Website and side (external) services websites and resources on the Internet, with the minimum necessary personal User data provision;
- to use the attendance "counters" and "analytics", including "LiveInternet",



"Yandex.Metrika", "Google Analytics", etc. in the services provision process in accordance with the current Agreement;

- the Right holder has the right to suspend the Platform using rights provided to the User who violates the current Agreement provisions until the Customer's proper performance of the obligations assumed. Rights granting suspension notice is sent to the User in electronic form to the contact User's email address indicating the violations committed and their elimination terms. The Right holder shall have the right to stop granting the rights to the User for the Platform using by the User's account blocking on the Website while terminating the User's access to the Website, Platform in the event of fail to eliminate the violations within the specified period.

2.3. The Right holder is not the Users' representative, therefore can't be responsible for any financial obligations arising between them.

2.4. No provisions of the current Agreement provide the User with the right to use the company name, trademarks, domain names and other distinctive Website signs.

2.4.1. While placing any materials on own behalf on the Website, including text materials, images, including individuals', drawings, photographs, audio and video materials, audiovisual works and other copyright objects, the user declares and warrants the exclusive right to the materials placed by him belongs to him, the specified materials do not violate the third parties' rights, including the rights for individuals' images or intellectual property rights.

2.4.2. In case if the rights to any materials containing intellectual property rights belong to third parties, the User has the right to post such materials on the Website provided that these materials posting and their further dissemination to the public with the Website use is carried out with the valid right holder's consent and provided the beneficial owner's name or title is indicated.

2.4.3. In case of third parties' pictures posting on the Website, including photos, video recordings, drawings or other works in which such persons are depicted, the User has the right to post such images after the represented third parties' consent receiving for the indicated materials placement and further use on the Website.

2.4.4. In case if the User has not received the beneficial owner's consent to post any materials on the Website and for their distribution to the public with the Website use or if the beneficial owner is not known to the User, the User shall not be entitled to post such materials on the Website since this may lead to the third parties' rights violation (image rights, intellectual rights).

2.4.5. The User gives his consent to the gratuitous use of such materials by the Website Administration for a period of 50 years, including for commercial purposes, including bringing such materials to the public with the Website and other Internet resources use belonging to the Website Administration, reproduce materials and their constituent works in an unlimited copies number in any material form (including but not limited to) video recording, work on electronic medium, in computer memory, distribute materials copies and their constituent works, publicly demonstrate or execute materials copies and their constituent works, communicate materials and works on the air, by cable, translate or otherwise process materials and the works contained in them. In case the User does not wish to give a permit to the Website Administration to use the





materials posted by him on the specified conditions and the above methods, he (a) must refrain from such materials posting on the Website while placing any protected materials on the Website on own behalf, which he has the exclusive rights for.

2.4.6. The Website Administration proceeds from the User good faith presumption, compliance with the third parties' rights and strict adherence to all the Agreement terms while considering the specific copyright objects nature, which rights emergence don't require to register a work or to comply with any other formalities while considering the works peculiarities used on the Internet, in assessing the observance by the User of exclusive third parties' right.

In the event of the third parties' intellectual rights violation detection as a result of posting any materials on the Website by the User, the User is deemed liable for such violation. In case the third parties' intellectual rights violation identifying by the Website Administration, including the legal owner's or his legal representative's complaint, the Website Administration has the right to block or remove the materials from the Website which may violate the third parties' rights without prior User notice.

2.4.7. Considering the User's rights violation as the User materials posting result on the Website is a material Agreement violation, the Website Administration has the right to suspend, block or delete the User's account who committed such violation.

2.5. The User hereby acknowledges and agrees the Platform provision quality is insufficient and the Right holder is not obliged to provide corrections, additions, new Platform versions to the User. The platform like any software might have some software errors or failures. The Right holder is not liable for any errors, failures, violations in the Platform operation, as well as for possible User's losses related to such violations connection with this.

2.5.1. The Website may contain links to the websites and other information resources of third parties on the Internet, posted solely for the Users' convenience. The Website Administration does not give its approval and does not give any estimates of third party websites or information contained in such websites, as well as the possible results of their use as well as doesn't verify such this information reliability and relevance. The User is fully responsible for the third parties' websites use.

2.5.2. The Website Administration is not responsible for technical failures on the Website, temporary lack of access to the Website, the materials posted on it, if it is caused by scheduled or unscheduled technical and preventive works, technical failures of Internet providers, computer networks, servers and software, as well as illegal third parties' and User' actions and/or force majeure circumstances.

2.6. Those users who offer own services (including paid services), materials and/or goods on the Website, are responsible for their quality and safety in accordance with the legislation rules on consumers' rights protection, as well as for the information they disseminate on such goods and services, both for public, in accordance with the advertising legislation.

2.6.1. The Website prohibits the promotional materials placement and distribution which goal is goods, works, services, third parties' individualization means promotion uncoordinated with the





## Website Administration.

2.6.2. The Right holder is not the Users' agent or a representative offering the services (including paid services), materials and/or goods on the Website.

2.7. The User is obliged to fully read the current Agreement before signing up on the Website. User signing up on the Website means full and unconditional acceptance of the current Agreement by the User.

2.8. The offer acceptance by the User is expressed in his account creation and signing up on the Website. Offer acceptance is equivalent to signing a written contract on the offer terms.

2.8.1. The current Agreement terms acceptance means the following basic obligations acceptance:

- the user is obliged to provide accurate, up-to-date and complete information about himself, which may be required by the Website Administration,
- the user is obliged to keep records and promptly make changes to all data in order to achieve the information correction and completion,
- the user provides the Website Administration with an irrevocable, perpetual, global, royalty-free, sublicensed (multiple levels) license to reproduce and use all information provided by the User on the basis and in the manner and for the purposes defined in the current Agreement as well as for the copyrights implementation, information dissemination and database rights which the User may have with respect to such materials or data on any media, regardless of whether they are known at the moment,
- the user gives the obligation the Website services use by him will not:
  - a) involve the false information provision, fraudulent product offers or entail the sale or attempted sale of counterfeit products or stolen items or items which sale is prohibited by applicable law or otherwise facilitate other illegal activities types implementation;
  - b) violate any copyrights, patent rights, trademarks, trade secrets or other property rights or the right to public use and privacy protection or other legal parties' rights or otherwise encourage or incite to their infringement;
  - c) include any computer viruses or other destructive devices and codes which have their consequences for damage, interference, interception or compulsory disposal of any software or hardware complex, data or personal information;
  - d) be used order to participate in any unlawful acts, including but not limited to money laundering, drug trafficking, human trafficking, arms trafficking, terrorism, fraud or tax evasion.
- The user gives an obligation he will reimburse to the Website Administration, its employees, agents and representatives in full all losses, claims and liabilities (including legal security costs), without exception, which may arise as a result of the materials placement or provision or their disposal, Website services use by such User or violation by such Agreement User. The User also gives an obligation the Website Administration, its employees, agents and



representatives are released from liability to third parties in full, for the actions specified in this paragraph and committed by the User.

2.9. The User warrants and is responsible for the information accuracy and completeness by any information posting on the Website which may be verified for the consistency with its validity. The Website Administration is not responsible for the information accuracy, reliability and completeness, posted by the Users.

2.10. The Administration reserves the right to exercise control over compliance by the User with the rules established by the current Agreement, including, among other things, the right to moderate and/or pre-moderate the materials placed and/or posted by the User. The User expressly agrees by accepting the current Agreement terms that all Website sections and services, including the announcements and messages

placement services, as well as the messages between two Users are not private, are not intended for purely personal, confidential use and are available for monitoring and moderation by the Website Administration all the time.

While posting any information by the Website services use, the User agrees such information can be checked at any time by the Website Administration for its compliance with the current Agreement, with the Administration applying the measures provided for in the current Agreement to the User' guilty in case of revealing violations signs of the current Agreement in his actions. The user is aware and fully accepts that information monitoring and moderation by the Website Administration posted on the Website, including messages to other Users, never can be considered to be the interference in private correspondence or in the private User's life.

2.11. If the Website Administration detects the User violates the current legislation, the third parties' rights and / or the Website using rules established by the current Agreement, or in the case of a complaint from another User or a third party about the current legislation violation by the User, third party rights and/or Website using rules, the Website Administration has the right to prohibit the materials posting by the User on the Website without any prior notification, block, remove the materials which violate the third parties' rights, the Website using rules, established by the current Agreement, as well as to block or remove the User account. The Website Administration has the right to deny the User's re-signing up on the Website whose account was previously blocked or removed for the law, the third parties' rights or the Website using rules violation established by the current User Agreement (its corresponding edition as of the violation date).

2.12. The user is solely responsible for the security (resilience to selection) of the tools chosen by him to access his account and also independently ensures their confidentiality. The user is solely responsible for all actions (as well as their consequences) within or with the Website services using under the User's account, including cases of voluntary data transfer by the User for access to the User's account to third parties on any terms (including contracts or agreements). In this case, all actions within the framework or using the services of the Site under the account of the User are deemed to be made by the User himself.



### 3. Force majeure circumstances and liability

3.1. The parties are exempted from liability for partial or complete failure to fulfill obligations in accordance with the current Agreement if such failure to fulfill obligations was the force majeure circumstances consequence which arose after the signing up the Agreement as a result of extraordinary events which couldn't be neither foreseen nor prevented by the Parties and which do not depend on Parties' will: earthquakes, floods, typhoons, hurricanes, military actions, mass strikes, mass diseases (epidemics), civil unrest (riots, insurrections), as well as the state bodies' actions of prohibitive and/or restrictive nature which result in impossibility of the Parties to fulfill own obligations in accordance with the current Agreement.

If any of the above circumstances directly affected the obligation performance opportunity within the time limit established by the current Agreement, this period shall be commensurate with the relevant circumstance time.

3.2. If the obligations non-fulfillment, arising from the current Agreement, lasts more than one month and there is no opportunity to make a mandatory statement on the circumstances termination date, hindering their implementation, each Party has the right to terminate the current Agreement unilaterally by notifying the other Party in writing, without mutual claims to each other.

3.3. In the force majeure circumstances case, the Party which can't fulfill own obligations in accordance with the current Agreement is obliged to notify the other party of the occurrence and termination of the force majeure circumstances within five (5) working days.

3.4. The party which failed to fulfill own obligation on notify the other Party on the force majeure circumstances occurrence and failed to confirm this fact by the corresponding documents (provided such a fact, by its nature, can be documented or the its documentary confirmation opportunity is provided by the current legislation), loses own right to refer to these circumstances later.

### 4. Transitional provisions.

4.1. Parties are responsible for non-compliance with the current Agreement terms in accordance with the law.

4.2. All disputes and claims arising between the parties in accordance with the current Agreement are settled through compromise and negotiations. The dispute may be referred to the court if it is impossible to reach the agreement within thirty days from the day when one party notified the other of the dispute. The parties agree that such a court is a court located at the Copyright Holder location or at the Right holder choice.

4.3. The Parties send all notifications, demands or other written appeals to each other at the 'addresses Parties specified in the current Agreement. The above notices, demands or other written appeals shall be deemed delivered if they:

a) are sent by the post office in the registered letter form with the delivery notice - on the date specified in the delivery notice,



- b) are delivered by courier,
- c) shall be handed over after getting the personal Party's or its authorized representative's signature,
- d) sent by e-mail - Website Administration's e-mail: [support@ugpay.group](mailto:support@ugpay.group)
- e) The official address for correspondence is:

UGPay GROUP AG

Aegeristrasse 5, 6300 Zug canton

Tel.: +41763878977

E-Mail: [support@ugpay.group](mailto:support@ugpay.group)

Website: <https://ugpay.group/>

4.3.1. The user or a person who is not registered on the Website and believes his rights and interests are violated due to improper Users' or Website Administration's actions, is obliged to send a claim to the Website Administration. The response consideration and sending are carried out by the Website Administration within 30 days from the claim receipt date.

4.4. The Parties are entitled to terminate the current Agreement by mutual agreement.

4.5. If any of the current Agreement terms is found out to be invalid, this does not entail the whole Agreement invalidation.