

USER AGREEMENT

FOR USING THE WEBSITE WWW.BRICS-PAY.COM

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Before using the Website, you must read the terms of this Agreement.

By accessing www.brics-pay.com or reviewing the information posted on the Website, you signify that you have read, understood, and accepted the terms of this Agreement. You acknowledge and agree to be bound by the terms of this Agreement, including any updates and modifications made.

If you do not fully understand and accept the terms of this Agreement, you should not access the Website or otherwise use the Website.

KEY TERMS USED IN THIS USER AGREEMENT:

In this User Agreement, unless otherwise expressly provided in this Agreement, the following words and expressions shall have the following meanings:

"User" – any individual and/or legal entity, including a visitor to the Website, who accepts the terms of this Agreement.

"Administrator" – JSC "BRICS PAY," Legal Address: 109052, Moscow, Nizhegorodsky Municipal District, Ryazansky Prospekt, Building 3B, Office 17/3, Taxpayer Identification Number (INN): 9721251889.

"Website" or **"Site"** is a collection of computer software and hardware, an automated information system, accessible online at the address www.brics-pay.com. The Website belongs to the Administrator.

1. GENERAL PROVISIONS

1.1. This Agreement is a public offer and defines the terms of use of the materials and services posted on the website at www.brics-pay.com by visitors and users of this website (hereinafter referred to as the "Site").

1.2. This document is a legally binding agreement between you, as the User(s) of the Website, and the Administrator entering into the Agreement.

1.3. The Agreement is a public offer in accordance with Article 435 and paragraph 2 of Article 437 of the Civil Code of the Russian Federation.

1.4. By accessing the Website page, using the Website, and/or simply browsing the information on the Website, the User is deemed to have accepted the terms of the Agreement in full, without any reservations or exceptions, as well as the Website's Privacy

Policy, which is an integral part of this Agreement and located at https://docs.brics-pay.com/BPS_Personal_Data_Policy_en.pdf.

1.5. The Agreement concluded by accepting this offer does not require bilateral signature and is valid in electronic form.

1.6. The Administrator invites the Internet User to use the Site under the terms and conditions set forth in this Agreement. The Agreement shall enter into force upon the User's consent to its terms in the manner prescribed in paragraphs 1.4 and 1.5 of the Agreement.

1.7. If the User disagrees with the Agreement, they must immediately cease using the Site and leave it.

1.8. Use of the Site is governed by this Agreement, as well as documents that form an integral part of the Agreement.

1.9. The Agreement may be amended by the Administrator without notice. The new version of the Agreement shall enter into force upon its publication on the Site. The User undertakes to review the Agreement posted on the Site each time they visit the Site in order to become familiar with any changes. Continued use of the Application and/or the Site after changes to this Agreement have been made constitutes the User's consent to such changes.

1.10. By agreeing to the terms of this Agreement, the User confirms the accuracy of the data provided by him/her within the framework of this Agreement and assumes full responsibility for its accuracy, completeness, and reliability.

2. RIGHTS AND OBLIGATIONS OF THE ADMINISTRATOR

2.1. THE ADMINISTRATOR HAS THE RIGHT TO:

2.1.1 Send the User information about the development of the Website. Send informational messages to Users. By using the Website, the User also consents to receive advertising messages in accordance with Part 1 of Article 18 of the Federal Law "On Advertising."

2.1.2 Assign or otherwise transfer the User's rights and obligations under the Agreement to third parties without the User's consent.

2.1.3 Restrict certain actions of the User without prior notice to the User if such actions pose a threat to the normal functioning of the Website.

2.1.4 Perform preventive and/or repair work that may result in interruptions in the operation of the Website without prior notice to the User.

2.1.5 Manage statistical information related to the functioning of the Website.

2.1.6 If the User or their representative revokes their consent to the processing of personal data, the Administrator has the right to continue processing the personal data without the consent of the personal data subject (User) if the grounds specified in paragraphs 2–11 of Part 1 of Article 6, Part 2 of Article 10, and Part 2 of Article 11 of Federal Law No. 152-FZ of July 27, 2006, "On Personal Data" exist.

2.1.7 To resolve technical issues in determining the User's guilt as a result of their illegal actions while using the Internet and the Website, in particular, the Administrator has the right to independently engage competent organizations as experts. If the User is found guilty, the latter is obligated to reimburse the costs of the expert examination.

2.2. THE ADMINISTRATOR IS OBLIGATED TO:

2.2.1. Not disclose the User's Account Information to third parties.

2.2.2. Ensure the round-the-clock availability of the server on which the Website is located, except during maintenance and/or repair work.

3. RIGHTS AND OBLIGATIONS OF THE USER

3.1. THE USER UNDERTAKES TO:

3.1.1. Fully familiarize themselves with the terms of this Agreement and comply with all terms of this Agreement.

3.1.2. Not use software or take any actions aimed at disrupting the normal functioning of the Website or its services.

3.1.3. Not upload, store, publish, distribute, provide access to, or otherwise use viruses, Trojans, or other malicious programs.

3.1.4. Not use automated scripts (programs) to collect information on the Website and/or interact with the Administrator's Website.

3.1.5. Do not illegally use or copy the Site's templates.

3.1.6. Before using the Site, please familiarize yourself with the contents and terms of this Agreement.

3.2. THE USER IS PROHIBITED FROM:

- 3.2.1. Collecting and storing personal data of third parties without authorization.
- 3.2.2. Uploading, sending, transmitting, or otherwise posting and/or distributing information on the Website, unless the User has the right to do so under Russian Federation law or any contractual relationship.
- 3.2.3. Uploading, sending, transmitting, or otherwise posting and/or distributing on the Website any materials containing viruses or other computer codes, files, or programs designed to disrupt, destroy, or limit the functionality of any computer or telecommunications equipment or programs, to gain unauthorized access to commercial software products, or to post links to the aforementioned information.
- 3.2.4. Decompiling, disassembling, or otherwise attempting to extract the source code of software that is part of the Website;
- 3.2.5. Distribute, sell, sublicense, use the software included on the Website, or otherwise transfer rights to such software;
- 3.2.6. Remove or alter any trademark, logo, copyright notice, or other proprietary notices, inscriptions, symbols, or signs on the Website, including the information and materials posted thereon;
- 3.2.7. Copy, broadcast, distribute, publish, or otherwise use information and/or intellectual property posted on the Website without the Administrator's permission;
- 3.2.8. Exploit software errors (and the Administrator is obligated to promptly notify the Administrator of such errors), tamper with the program code, gain unauthorized access to the computer system, or access the Databases without the Administrator's permission;
- 3.2.9. Transfer rights and/or obligations under this Agreement;
- 3.2.10. Take any actions aimed at damaging the Website or obtaining unauthorized access to the Website;
- 3.2.11. Hacking, attempting to hack, and/or intercepting data sent to or from the server;
- 3.2.12. Disclosing any information about another User; restricting other Users' access to the Website or preventing other Users from using the Services;
- 3.2.13. Assisting in actions aimed at violating the restrictions and prohibitions imposed by the Agreement.
- 3.2.14. Otherwise violate the laws of the Russian Federation, including international law.

3.3. THE USER HAS THE RIGHT TO:

3.3.1. Access the Website 24/7, except during scheduled or unscheduled maintenance, preventive maintenance, repairs, and other types of work, or technical failures.

3.3.2. If the User has any questions or complaints, they may contact the Administrator by email at support@brics-pay.com or by other available means.

3.3.3. Revoke consent to the processing of personal data provided by the User in accordance with the terms of this Agreement by sending a scanned copy of the written statement revoking consent to the processing of personal data to the Administrator by email to the following address: support@brics-pay.com.

3.4. THE USER AGREES THAT BY ACCESSING THE WEBSITE, THEY:

3.4.1. Expresses unconditional consent to all terms of this Agreement and undertakes to comply with them or cease using the Website.

3.4.2. Grants the Administrator permission to use, store, process, and distribute personal data in the manner and to the extent specified in the consent to the Processing of Personal Data posted at https://docs.brics-pay.com/BPS_Consent_PPD_en.pdf.

4. EXCLUSIVE RIGHTS TO THE WEBSITE

4.1 All objects accessible through the Website, including design elements, text, graphic images, illustrations, videos, computer programs, databases, and other objects, as well as any information posted on the Website, are the exclusive rights of the Website Administrator.

4.2 Use of the Website, as well as any other elements of the Website, is permitted only within the scope of the Website's functionality. No elements of the Website's content, nor any information posted on the Website, may be used in any other way without the prior permission of the Administrator. Use includes, but is not limited to: reproduction, copying, processing, distribution on any basis, displaying in a frame, etc.

5. PRIVACY POLICY

We highly appreciate your interest in our Website. The protection of personal data is very important to us. We comply with the rules for the protection of personal data and the protection of your data from unauthorized access by third parties (personal data protection).

By using or browsing the Website, you unconditionally agree to this Privacy Policy and the terms and conditions for processing personal information specified therein. The User is obligated to read the Privacy Policy, located at https://docs.brics-pay.com/BPS_Personal_Data_Policy_en.pdf.

6. CONSENT TO THE PROCESSING OF THE USER'S PERSONAL DATA

6.1. By using the Website or browsing the Website pages, the User consents to the processing of their personal data by the Website Administrator. The User is obligated to read the consent to the processing of personal data located at: https://docs.brics-pay.com/BPS_Consent_PPD_en.pdf.

7. THIRD-PARTY WEBSITES AND CONTENT

7.1. The Website may contain links to other websites on the Internet (third-party websites). These third parties and their content are not verified by the Administrator for compliance with any requirements (accuracy, completeness, legality, etc.). The Administrator is not responsible for any information or materials posted on third-party websites accessed by the User through the Website, including any opinions or statements expressed on third-party websites, advertising, etc. Nor for the availability of such websites or content and the consequences of their use by the User.

7.2. A link (in any form) posted on the Site to any site, product, service, or any information of a commercial or non-commercial nature does not constitute an endorsement or recommendation of these products (services, activities, goods) by the Administrator. This is except in cases where this is expressly indicated on the Site.

8. LIABILITY OF THE PARTIES

8.1. The Administrator does not guarantee that the Website software is free of errors and/or computer viruses or extraneous code fragments. The Administrator allows the User to use the Website software "as is," without any warranties on the part of the Administrator.

8.2. The Administrator does not guarantee that: the Website meets/will meet the User's requirements; the Website will be provided uninterrupted, quickly, reliably, and error-free; the results that may be obtained using the Website will be accurate and reliable and can be used for any purpose or in any capacity (e.g., to establish and/or confirm any facts);

the quality of any service, service, information, etc., obtained using the Website will meet the User's expectations.

8.3. The Administrator makes every effort to ensure the normal functioning of the Website, but is not liable for any failure to fulfill or improper fulfillment of obligations under the Agreement, or for any losses arising, including but not limited to, as a result of:

- illegal actions by Users aimed at violating information security or the normal functioning of the Website;
- failures in the Website's operation caused by coding errors, computer viruses, and other extraneous code fragments in the Website's software;
- unavailability (inability to establish, termination, etc.) of internet connections between the User's server and the Website's server;
- activities carried out by state and municipal authorities, as well as other organizations, within the framework of the Operational Investigative Measures System;
- the establishment of state regulation (or regulation by other organizations) of the economic activities of commercial organizations on the Internet and/or the imposition by said entities of one-time restrictions that impede or make impossible the fulfillment of the Agreement;
- other cases related to the actions (inactions) of Users and/or other entities aimed at worsening the general situation with the use of the Internet and/or computer equipment that existed at the time of the Agreement, as well as any other actions directed at the Site and third parties;
- performance of the work specified in paragraphs 8.4 and 8.5 of this Agreement.

8.4. The Administrator has the right to perform preventive maintenance on the Site's hardware and software system, temporarily suspending the Site's operation, if possible, at night and minimizing the time of Site downtime.

8.5. In the event of force majeure, accidents or failures in the software or hardware systems of third parties cooperating with the Administrator, or actions (inactions) of third parties aimed at suspending or terminating the operation of the Website, the Website may be suspended without prior notice to the User.

8.6. The User is solely responsible to third parties for their actions related to the use of the Website, including if such actions result in the violation of the rights and legitimate interests of third parties, as well as for compliance with the laws of the Russian Federation when using the Website.

8.7. The Administrator shall not be liable for any failure to fulfill any of its obligations, in whole or in part, if such failure is caused by circumstances such as flood, fire,

earthquake, other natural disasters, war or military action, or other force majeure circumstances arising after the conclusion of the Agreement and beyond the control of the Administrator.

8.8. The Administrator shall make every possible effort to ensure the normal functioning of the Website, but shall not be liable for any failure to fulfill or improper fulfillment of obligations under the Agreement, or for any losses arising, including but not limited to, as a result of:

8.8.1. Unlawful actions by Users aimed at violating information security or the normal functioning of the Website;

8.8.2. Website malfunctions caused by coding errors, computer viruses, and other extraneous code fragments in the Website software;

8.8.3. Lack of (inability to establish, termination, etc.) internet connections between the User's server and the Website server;

8.8.4. Activities carried out by state and municipal authorities, as well as other organizations, as part of the operational-search measures system;

8.8.5. Establishment of state regulation (or regulation by other organizations) of the economic activities of commercial organizations on the Internet and/or the imposition by said entities of one-time restrictions that hinder or make impossible the fulfillment of the Agreement;

8.8.6. Other cases related to the actions (inaction) of Users and/or other entities aimed at worsening the general situation with the use of the Internet and/or computer equipment that existed at the time of the Agreement's conclusion, (a) as well as any other actions directed at the Site and third parties.

9. TERM OF THE AGREEMENT

9.1. This Agreement shall enter into force upon its acceptance by the User and shall remain in effect until the User revokes the acceptance of the public offer. In the event of revocation of this Agreement, the Agreement shall be deemed terminated from the moment of revocation.

9.2. The Administrator has the right to revoke the offer in accordance with Article 436 of the Civil Code of the Russian Federation. If this Agreement is revoked by the Website Administrator, this Agreement shall be deemed terminated from the moment of revocation. Revocation shall be made by posting the relevant information on the Website.

10. OTHER TERMS

10.1. This Agreement shall enter into force upon acceptance of this offer by the User and shall be concluded for an indefinite period.

10.2. This Agreement is an offer, and, in accordance with the current civil legislation of the Russian Federation, the Administrator has the right to revoke the offer in accordance with Article 436 of the Civil Code of the Russian Federation. If this Agreement is revoked by the Website Administrator, this Agreement shall be deemed terminated from the moment of revocation. A revocation is made by posting the relevant information on the Website.

10.3. The provisions of this Agreement may be established, amended, or cancelled by the Administrator unilaterally without prior notice. Upon posting a new version of the Agreement on the Website, the previous version is deemed to be no longer in effect.

10.4. If the User does not agree with the terms of this Agreement, they must immediately leave the Website. Otherwise, the User's continued use of the Website constitutes their agreement to the terms of the Agreement.

10.5. Issues not regulated by this Agreement shall be resolved in accordance with Russian legislation.

