

## PUBLIC OFFER

« XELTOX ENTERPRISES » LTD (hereinafter - "Provider", "certa-pay.com") renders services to merchants on information-technological maintenance of settlements with users using bank cards and electronic money for payment for goods, works and services sold on the Internet.

These Rules for the use of Certa-pay.com services (hereinafter referred to as the "Rules") shall apply to users paying for goods, works and services of the merchant, which has concluded a contract with the Provider.

The Rules regulate the procedure for providing users with access to information and technological services of Certa-pay.com when users make payments for goods, works and services sold by trade and service companies on the Internet. When users make payments for goods, works and services sold by trade and service enterprises on the Internet.

Before using these services, you should carefully familiarize yourself with these Rules. In case you perform actions aimed at using the services (including those listed in clause 6.1 of the Rules), it is considered that you have fully familiarized yourself with the contents of the Rules and accept them fully and unconditionally.

If you do not accept these Rules or do not agree with any terms and conditions, please do not use Certa-pay.com services.

User information and other data is processed by Certa-pay.com in accordance with the Privacy Policy of «XELTOX ENTERPRISES» LTD, publicly available on the Internet at [https://certa-pay.com/public\\_offer.pdf](https://certa-pay.com/public_offer.pdf).

### 1. Terms and definitions

**Operator** - a money transfer operator in accordance with the legislation of the Canada.

**Partner** - a payment method provider, including an electronic money operator and an acquiring bank, which has concluded an agreement with the Provider on interaction in connection with the provision of the Services.

**Payment system (PS)** - Visa, MasterCard, MIR and other payment systems with which the Provider interacts.

**User** - a natural person, who in accordance with the requirements of the civil legislation of the Canada is recognized as a legally capable participant of civil legal relations, who acquires goods/works/services of the Points of sale in the Internet and pays for them using the Provider's Services.

**Transfer** – the Operator's actions on transferring the User's funds to the TSP within the framework of the applied forms of non-cash settlements in order to pay for goods/works/services sold by the TSP in the Internet. Information and technological interaction for the purpose of making Transfers is carried out through Certa-pay.com services.

**Payment Systems Rules** - norms and rules established by Payment Systems for making payments.

**Provider, certa-pay.com** – "Xeltox Enterprises" LTD (BC1368872) address of location 422 Richards Street, Unit 170, Vancouver, British Columbia, V6B 2Z4, Canada.

**Services** – a set of services of the Provider for the provision of information and technological interaction between the User and payment participants in connection with the implementation of Transfers on the Internet.

**Provider's website** – a website located on the Internet at the address [www.certa-pay.com](http://www.certa-pay.com)

**Transaction** – a set of technical operations carried out by the Provider and/or its Partners for the purpose of making a Transfer.

**Trade and service enterprise (TSE)** – a legal entity or individual entrepreneur who sells goods/work/services via the Internet, who has entered into an agreement on the provision of information technology services with the Provider and receives the User's funds for the goods/work/services sold using Certa-pay.com Services.

**Client** - an individual registered as an individual entrepreneur, or a legal entity that uses the CERTA PAY Service in full, after completing the Registration process, as well as after concluding an agreement with the Provider, the subject of which is to ensure the acceptance of online payments on the Website.

**Issuer** – a credit organization engaged in issuing bank cards.

These Rules may also use terms not contained in this section. In this case, the interpretation of such a term is carried out in accordance with the legislation of the Canada. If the legislation of the Canada does not contain a definition of this term, its scope and content are established in accordance with established practice, based on the lexical meaning of the term.

## **2. Client registration**

2.3. To gain access to use the Service, the Client must go through the Registration procedure, which consists of filling out personal data in the registration form on the website.

2.2. After entering personal data, the Client undertakes to fill in information about the Website for which it is necessary to configure the acceptance of online payments, and confirm ownership of this Website via a txt file or meta tag.

2.3. The procedure for collecting, storing, processing and deleting personal data provided by the Client during the registration process is carried out in accordance with the Personal Data Processing Policy, a link to the current version of which is provided in the Rules.

2.4. Upon completion of the Registration process, the Client receives a Login name and password (Password) to access your Personal Account, which allows you to view your account status, transaction history and add new projects for integration with the PROVIDER WEBSITEService.

2.5. The Client is solely responsible for the security of his login and password, as well as for all actions that will be carried out under the Client's login and password.

2.6. The right to fully use the Service arises only after completing the verification of the information provided by the Client, as well as after concluding an Agreement with the Company and/or Payment Partners, depending on the chosen form of interaction. For the use of the Service, the Company may charge a fee under the terms of the Rules.

2.7. The Company may refuse to grant the Client the right to use the Service without giving reasons.

### **3. The operating procedure of the service and its use by the Client**

3.1. As part of the use of the Service, the Client will be provided with services for organizing the acceptance and transfer of payments in favor of the Client through a network of Partners, as well as assistance in setting up and integrating technical solutions for organizing the acceptance of payments on the Client's Website in the manner and on the terms agreed upon by the Parties in Agreement and Client's Personal Account.

3.2. When using the Service, the Client is given the opportunity for informational purposes to monitor in real time the payment history, balance and amount of commissions withheld by Payment Partners.

3.3. The company has the right to establish and change (increase, decrease) unilaterally restrictions (limits) on making payments.

3.4. At the discretion of the Company, a temporary decision may be made in relation to the Client to suspend the provision of the opportunity to carry out transactions in relation to received and/or incoming payments to the Client in a certain amount (hereinafter referred to as Holding or Holding). During Hold, the Client may be blocked from withdrawing funds and/or receiving funds.

3.5. The Company has the right to receive a commission for the Client's use of the Service for each transaction made through the Service. When the Client uses the Service, the Company, depending on the agreed method of interaction in the Agreement, may unilaterally withhold the Commission from payments received to the Client.

3.6. Mutual settlement between the Provider and the User is made by creating a payout manually using the personal account interface, or using the API documentation of the Service.

#### **3.7. Client Responsibilities**

3.7.1. provide reliable data when completing the Registration procedure;

3.7.2. promptly inform the Company about any changes in personal data;

3.7.3. At the Company's request, provide all necessary documents and information related to the acceptance of payments and payments when using Service;

3.7.4. provide the Company upon request with information and documents confirming the source of funds, as well as confirmation of the fulfillment of obligations to customers;

3.7.5. inform its customers that its services/products are paid for through the Service. If the buyer or Payment Partner makes claims against the Company arising in connection with the payment relationship, the Client is obliged to release the Company from all claims or demands from buyers and/or Payment Partner and compensate all possible losses of the Company;

3.7.6. manage passwords and login information for your Personal Account in a secure and confidential manner. The Client is not permitted to disclose such information or provide it to third parties. If passwords or login information for the Personal Account are used by unauthorized persons, the Client bears full responsibility for any possible losses;

#### **4. General terms and conditions of use of the Services by the User**

4.1. The Provider provides the User with the opportunity to use the Provider's Services to pay for goods/works/services of merchants on the Internet using bank payment cards and other electronic means of payment in accordance with these Rules. The User undertakes to use the Provider's Services in strict accordance with the Provider's instructions on the payment page and the Provider's Website and the provisions of these Rules.

4.2. The Provider's obligations to the User are limited to information and technological support for accepting bank cards and electronic funds for payment for goods/work/services sold by merchants on the Internet, to the extent provided for in the agreement between the Provider and the merchant.

4.3. The Provider is not a party to the transaction concluded between the User and the merchant, and, accordingly, is not responsible for the fulfillment by the merchant of the terms of the transaction concluded between the merchant and the User, does not control the compliance of this transaction with legal requirements, and is not responsible for the consequences of the conclusion, execution, or termination of this transaction for its parties, including regarding payment and/or return of payment for such a transaction. The Provider does not consider Users' claims regarding any non-fulfillment/improper fulfillment by the Merchant of its obligations under a transaction concluded with the User.

4.4. Settlements using bank cards are carried out in accordance with the Rules of payment systems, subject to the possibility of making Transfers on the Internet provided by the Issuer.

4.5. To use the Services, the User must independently ensure the connection of his computer, mobile device or other technical device supported by the Provider and the merchant for payment purposes to the Internet.

4.6. The Provider is not responsible for the User's lack of access to the Services, including when the Provider and/or its authorized persons carry out technical work due to temporary failures and interruptions in the operation of the Services and other reasons.

4.7. The Provider is not responsible for obligations that arise or may arise for Users to merchants and other persons in connection with the User's actions related to the use of the Services.

4.8. The Provider is not responsible for malfunctions, errors and failures in the operation of software and/or hardware that ensure the functioning of the Services that arose for reasons beyond the control of the Provider.

4.9. The Provider is not responsible for the User's losses resulting from:

- violation by the User of these Rules.
- the presence of malware in the software and/or malfunctions in the equipment used by the User to access the Provider's Services;
- incorrectly filling in the details of any documents and forms when using Services, unless otherwise provided by these Rules;

4.11. The provider has the right:

- change, supplement the functionality of the Services without prior notice to Users. The Services are offered "as is", that is, in the form and extent in which the Provider provides the functionality of the Services at the time the User accesses them;
- carry out technical work to improve the Services and software used by the Provider;
- stop/suspend the operation of technical means that ensure the functioning of the Services, in order to prevent unauthorized access to the Services, to eliminate malfunctions, malfunctions, operational errors and technical failures that impede the normal operation of the Services;
- terminate/suspend the User's access to the Services if use

Services by the User may lead to a violation of legal rights and interests Provider and Partners, violation of these Rules and the legislation of the Canada;

- deny the User access to the Services in the following cases:
  - the Provider has reasonable suspicions that the User is involved in fraudulent and/or other illegal activities;
  - the presence of a negative history of use of the Services by the User;
  - providing the Provider with irrelevant or inaccurate information;
  - refusal of the Partner, Issuer, acquiring bank or PS to carry out the User's Transaction. - at any time request from the User documents or information for identification, confirmation of the accuracy of the information provided or the User's powers, as well as other information provided for by the legislation of the Canada or the rules of the PS.

If the user cannot provide them, the Provider has the right to limit the User's access to the Services;

- in order to provide Services and fulfill the obligations provided for by these Rules, process the User's personal data in accordance with the «XELTOX ENTERPRISES» LTD Privacy Policy, located at [https://certa-pay.com/public\\_offer.pdf](https://certa-pay.com/public_offer.pdf), and legislation of the Canada; transfer technical information about User Transactions to merchants, Payment systems, Issuer, acquiring bank, Partner and other settlement participants, as well as providers of services related to settlements (such as monitoring fraudulent transactions, support services (call center), etc.) for the purpose of making Transfers. - if the Provider has information and/or reasonable suspicions about participation

The User in fraudulent and/or other illegal activities and/or the User's intention to commit fraudulent actions, report this to the authorized government agencies.

4.12. The Provider processes information about Users provided by them when using the Services solely for the purpose of fulfilling the obligations provided for in these Rules. The Provider does not provide information about Users (including personal data of Users) to third parties without the consent of the User, and does not distribute this information. The Provider undertakes to ensure the protection of information, maintaining the confidentiality of information received from the User and his personal data in accordance with these

Rules (except for cases provided for by the legislation of the Canada).

4.13. The user has the right:

- use the Services in accordance with these Rules;
- contact the Provider with any questions that the User may have in connection with the use of the Services. The procedure for processing User requests is provided in Section 4 of these Rules.

4.14. The user undertakes:

- When using the Services, provide only current information that corresponds to reality. The user is responsible for the accuracy, relevance, completeness and compliance with the legislation of the Canada of the information provided. If the User does not provide and/or incorrectly provides information about  
The User, necessary for the purpose of providing the Services,  
The Provider is not responsible for the User's losses incurred by the User in this regard;
- take all necessary measures to maintain confidentiality, prevent unauthorized use of your personal data and confidential information and protect them from unauthorized access by third parties;

- not to use the Services to carry out activities that contradict the legislation of the Canada, the Rules of Payment Systems and international law. In case of violation of this obligation, the User's access to the Services may be suspended or terminated;
- use the Services only through legal means of communication and the services of legal telecom operators;
- comply with all legal requirements of the Provider imposed by the Provider To the User to ensure the normal operation and security of the Services;
- at the request of the Provider, provide all necessary documents requested by the Provider in accordance with these Rules and the legislation of the Canada;
- not to use automated access to the Services, as well as other software that bypasses the normal procedure for using the Services.

4.15. The user guarantees that his activities on the Internet do not contradict the current legislation of the Canada, the rules of Payment systems, international law and the legitimate interests of third parties. The User guarantees that he has the necessary right and capacity, as well as all the rights and powers to carry out settlements with merchants using the Services.

## **5. The procedure for providing Services to the User**

5.1. In order to provide access to the Services for payment for goods, works and services of merchants on the Internet, the Provider undertakes to provide the User with access to the payment page.

5.2. In some cases, if there is an appropriate agreement between the Provider and the merchant, access to the client web interface of the System can be achieved by creating a personal account (account) for the User, which is activated in accordance with the instructions of the Provider. The functionality of your personal account is determined by the Provider. To access your personal account, the User is provided with a password.

5.3. The personal account contains information about Transactions made by the User, including the status of Transactions.

5.4. The user is obliged to keep the password secret, not disclose it to third parties, prevent loss of the password, and ensure that the password is protected from access by third parties. The Provider is not responsible for the safety of the User's data contained in the User's personal account if the User's password is lost and/or the User's password is disclosed to third parties and/or the User provides the password to third parties in any other way.

5.5. The User bears full responsibility for any consequences of unauthorized access to the User's personal account, in cases where such unauthorized access was not due to the fault of the Provider.

5.6. The User is not charged for using the Services, unless otherwise provided by the terms and conditions of the individual Services.

## **6. The procedure for resolving disputes and accepting applications from Users**

6.1. For any questions that arise for the User during the use of the Services, the User has the right to contact the Provider by sending a written application to the Provider's location address or by sending an email to support@certa-pay.com.

6.2. The Provider reviews the application and reports the results of its consideration to the User at the address specified in the application.

6.3. When resolving all disputes between the Provider and Users, the legislation of the Canada is applied. All disputes arising from relations regulated by these Rules must be submitted to court in accordance with the territorial jurisdiction at the location of the Provider (Kazan), unless otherwise provided by the legislation of the Canada.

6.4. The Provider does not consider Users' claims regarding non-fulfillment/improper fulfillment by the merchant of its obligations under the transaction concluded with the User. These claims must be sent by the User directly to the merchant at his location.

## **7. Sending notifications to Users**

7.1. The Provider has the right to send notifications to Users related to the use of the Services in one of the following ways:

- a) by posting on the Provider's Website;
- b) to the User's email address specified when completing the Transaction;
- c) to the User's email address specified by him in any application,

received by the Provider;

d) to the User's postal address specified by him in any application received by the Provider. When sending a notification in the ways specified in this paragraph (except for paragraph "d"), the notification is considered received by the User after 24 hours from the date of sending the corresponding notification. When sending a notification in the manner specified in clause "d" of this paragraph, the notification is considered received by the User after 3 (three) working days from the date of sending the relevant notification.

## **8. Other conditions**

8.1. The User accepts these Rules at the time of starting to use the Services (the User puts a conventional symbol in the appropriate checkbox and/or clicks the "Agree", "Continue", "Pay" button or another similar button, meaning the continuation of actions to make a Transfer in the



corresponding section on Provider's website or on the Provider's payment page on the merchant's website or application).

8.3. These Rules are governed by the current legislation of the Canada, regardless of the place of residence/location/registration/citizenship of the User. In everything that is not provided for by these Rules, the legislation of the Canada applies.

8.4. The rules may be changed by the Provider to the extent permitted by the legislation of the Canada. By continuing to use the Services after changes to these Rules, you confirm your acceptance of the changes made to them.

8.5. When using the Services, time is considered as Moscow time according to the data of the Provider's hardware.