



## **PUBLIC OFFER TO PROVIDE SERVICES ON TRANSFER OF FUNDS ON BEHALF OF AN INDIVIDUAL WITHOUT OPENING A BANK ACCOUNT AND GENERATION OF PAYMENT DOCUMENTS**

This offer for the provision of services for the transfer of funds on behalf of an individual without opening a bank account (hereinafter referred to as "Offer") contains the terms and conditions of conclusion of the Agreement on rendering the service of money transfer on behalf of an individual without opening a bank account, as well as on rendering the service of formation of payment documents by FIRST CLASS PAYMENTS INC, located at C6 - 80 BIRMINGHAM ST TORONTO, ON, CANADA M8V3W6 (hereinafter - the Company) for the purpose of money transfer without opening a bank account (hereinafter - "Service Agreement" and/or "Agreement"). Performance of the actions specified in this Offer is a confirmation of the individual's consent to conclude a Service Agreement on the terms, in the manner and to the extent set forth in this Offer.

The text of the Offer set forth below is an official public offer to conclude a Service Agreement addressed to individuals. The Service Agreement shall be deemed concluded and shall become effective from the moment of performance by an individual of the actions stipulated in this Offer and signifying the individual's unconditional acceptance of all terms and conditions of this Offer without any exceptions or limitations on the terms of accession.

### **Terms and Definitions:**

**Agent** - a legal entity and/or an individual entrepreneur, performing the functions of a bank payment agent under the terms of the agreement concluded with the Company, including in terms of accepting cash from the Payer (including through the use of Terminals) for the purpose of funds transfer without opening a bank account.

**The company** is FIRST CLASS PAYMENTS INC.

**Agreement** - the text of this Offer with Appendices, which are an integral part of this Offer.

**Payer** - a natural person who has proper legal capacity in accordance with the current legislation to make a Transfer, who has performed conclusive actions aimed at conclusion of a Service Agreement by accepting the terms and conditions of this Offer, and who has deposited funds for the purpose of making a transfer of funds without opening a bank account.



**Transfer** means a money transfer transaction performed by the Company on the Payer's instruction without opening a bank account in order to settle the Payer's financial obligations to the Payee.

**Beneficiary of the Transfer** - a legal entity, individual entrepreneur and/or a natural person with full legal and legal capacity under the current legislation (respectively), in favor of whom the Payer entrusts the Company to make the Transfer.

**Amount of monetary claim** - the amount of funds deposited by the Payer to the Company for the purpose of making the Transfer (including the Transfer Amount and the amount of the Company's commission for rendering the Service under the Agreement).

**Transfer Order** means a document (including in the form of an electronic message) containing the Payer's indication of the Transfer Recipient, details/part of the details, the Transfer Recipient's Transfer Amount and details of the document which is the basis for receipt of funds by the Transfer Recipient.

**Parties to the Agreement (Parties)** - the Company and the Payer.

**Transfer Amount** means the amount of funds constituting the Payer's financial obligation to the Payee and subject to transfer by the Company under the Payer's order without opening a bank account in favor of the Payee in accordance with the details provided by the Payer in the Transfer Order.

**Tariffs** - a system of Company's commissions applied to the Services rendered by the Company, established by the Company and placed on the Company's WEB-site. Tariffs are a part of the Agreement.

**Terminal** - software and hardware complexes of various types, including pos-terminals (specialized Point Of Sale devices), stationary equipment, mobile handheld devices, portable terminals and cash registers, as well as settlement web-server for authorization of transactions in the Internet (payment gateway).

**Cash acceptance point** - separate subdivisions of the Agent, which carry out activities on acceptance of cash from the Payers with participation of the authorized representative of the Agent.

**Service** - a service rendered by the Company to the Payer within the framework of this Offer, which consists in organization and execution of funds transfer without opening a bank account or generation of payment documents by the Company



on the basis of the Transfer Order in case the Payer fills in part of the details required for funds transfer without opening a bank account on its own.

**Settlement Participants** - the Parties to the Agreement (the Payer and the Company), as well as other persons directly involved in the process of making the Transfer.

**WEB-site of the Company** - WEB-site placed in ITS Internet at the following e-mail address: <https://1pay.is>

## **1. Subject of the Contract.**

1.1. The subject of the Agreement concluded by the Payer by acceding to this Offer through performance of conclusive actions stipulated by this Offer is the provision of the Service by the Company to the Payer under the Agreement.

1.2. In order for the Company to properly provide the Service under the Agreement, the Payer undertakes to make timely deposits of funds in the Amount of Money Claim and to submit to the Company the Transfer Order.

1.3. The cost of rendering the Service by the Company is determined by the Company's Tariffs. The Client can find the current Company's Tariffs on the Company's website. The Client undertakes to pay for the Company's services (in case the Company charges a commission) in the amount and in accordance with the procedure established by this Offer and the Tariffs published on the Company's WEB-site.

1.4. The result of rendering the Service to the Payer under this Offer shall be the Company's performance of a money transfer transaction on the Payer's order without opening a bank account using the details provided by the Payer in the Transfer Order or a payment document generated by the Company on the basis of the Transfer Order for the purpose of money transfer without opening a bank account.

## **2. Procedure for Provision of Services.**

2.1. The Payer shall pay money in favor of the Company in order to receive the Company's Service in the amount at its discretion, by depositing money through the Terminal, at the Agent's cash desk at the Cash Receiving Point and/or in any other way provided for by law.



2.2. Simultaneously with depositing funds (clause 2.1. of this Offer), the Payer shall submit to the Company an Order for the Transfer.

2.3. From the moment the Payer concludes the Agreement on the terms and conditions of this Offer, deposits funds with the Company (clause 2.1. of this Offer) and submits to the Company the Transfer Order (clause 2.2. of this Offer), the Company assumes obligations to render the Service to the Payer.

2.4. The Payer's claim rights arising from the conclusion of the Contract may not be transferred by the Payer to third parties.

2.5. Based on the Transfer Order, the Payer gives the Company an instruction to direct the funds deposited by the Payer to the Company for the following operations:

2.5.1.1. Commission due to the Company for the provision of the Service under the Agreement in accordance with the Company's Tariffs (if any).

2.5.1.2. Transfer in favor of the Payee, in accordance with the details specified by the Payer in the Transfer Order (clause 3.1.5. of this Offer).

2.5.1.3. The total amount of claims (clauses 2.5.1.1. and 2.5.1.2. of this Offer) submitted by the Payer to the Company may not exceed the Cash Claim Amount.

2.5.1.4. The Payer is responsible for the correctness of the information specified in the Transfer Order and is not entitled to make any claims against the Company in connection with improper fulfillment by the Company of its obligations under the Agreement in case of specifying erroneous data in the Transfer Order.

2.5.1.5. The Company shall perform the Transfer within 3 (three) business days after the Payer provides cash for the purpose of transferring funds without opening an account.

2.6. The Company's obligations to the Payer shall be deemed fulfilled in full from the moment the funds in the Transfer Amount are debited from the Company's correspondent account in favor of the Payee in accordance with the details provided by the Payer in accordance with clause 3.1.5. of this Offer.

2.7. If the Transfer is returned by the Payee as erroneous, the Company shall return the funds to the Payer in the same manner in which the said funds were provided to the Company (namely:

by crediting to the Payer's bank account; or by returning the funds to the Agent who accepted the funds from the Payer at the Money Receiving Point; or by returning the funds to the Agent who owns the Terminal through which the Payer made the deposit). All issues related to the return of previously deposited funds (in case of impossibility to make the Transfer) shall be settled by the Payer with the Agent through which the funds were deposited.

### **3. Rights and Obligations of the Parties.**

#### **3.1. Rights and obligations of the Payer:**

3.1.1. The Payer has the right to join the Agreement by performing conclusory actions set forth in clause 6.2 hereof. 6.2. of this Offer in order to accept the terms and conditions of this Offer and conclude the Agreement.

3.1.2. The Payer is not entitled to transfer to third parties the rights of claim to the Company arising in connection with the conclusion of the Agreement on the terms of this Offer.

3.1.3. The Payer is obliged to timely and fully familiarize with the terms and conditions of this Offer, as well as with amendments and additions to the Agreement made by the Company in accordance with the procedure established by Article 6 "Procedure for conclusion, amendment and termination of the Agreement" of this Offer.

3.1.4. The Payer confirms that he/she is not limited in legal capacity, is not under guardianship, trusteeship or foster care, can independently exercise and protect his/her rights and fulfill his/her obligations due to his/her health condition, does not suffer from diseases that prevent him/her from realizing the essence of the concluded Agreement and the circumstances of its conclusion.

3.1.5. The Payer shall be personally responsible for the accuracy of information about: (i) the Payee for whose benefit the Transfer is made and its bank details; (ii) payment details identifying the purpose of the Transfer (such as subscriber telephone number, number and date of the agreement between the Payer and the Payee, other details, depending on what information is to be provided at the time of fulfillment of the Payer's financial obligations to the Payee); (iii) the Transfer Amount; etc. In case of unreliability of the specified information, the Company shall not be liable for improper fulfillment of the Payer's obligations to the Payee.

#### **3.2. Rights and Responsibilities of the Company:**



3.2.1. The Company is obliged to assume obligations to provide the Service under the Agreement from the moment the Payer performs the actions stipulated in clauses 2.1 and 2.2.1 of the Agreement. 2.1. и 2.2. of this Offer.

3.2.2. The Company is obliged to make the Transfer in accordance with the Payer's requirements specified in clause 2.4.1. of this Offer within 3 (three) business days from the moment the Payer deposits funds in order to make a transfer of funds without opening a bank account, provided that the Payer's requirements are stated by the Payer in the amount equal to the amount of the monetary requirement, and the Transfer Order received from the Payer contains all details necessary for making the Transfer (clause 3.1.5. of this Offer).

3.2.3. In case of non-compliance with any of the conditions set forth in clause. 3.2.2. of this Offer, the Company shall be entitled to refuse to satisfy the Payer's claims made in accordance with clause 2.4.1. of this Offer.

3.2.4. When making a Transfer, the Company shall be obliged to make settlements with the Transfer Recipient in accordance with the procedure, within the terms and on the terms and conditions set forth in the contract (agreement) concluded by the Company with such Transfer Recipient, or (in the absence of such contract (agreement)) in accordance with the requirements of applicable laws.

3.2.5. When carrying out the Transfer, the Company shall be obliged to be guided by the applicable laws and internal documents of the Company.

3.2.6. The Company shall be entitled to charge the Payer a commission fee for the execution of a money transfer transaction without opening a bank account or for the generation of payment documents on the basis of the Transfer Order for the purpose of money transfer without opening a bank account, in accordance with the Tariffs established by the Company.

3.2.7. If the Transfer cannot be made in favor of the Payee for reasons beyond the Company's control, including in case the Payer provides incorrect information (clause 3.1.5. of this Offer), the Company shall notify the Payer by sending the relevant information to the Agent who accepted the funds (including by using the Terminal).

3.2.8. The Company is obliged to place on the Company's WEB-site the full text of this Offer and other reference and informational materials related to the provision of the Service by the Company to the Payer (if any).

3.2.9. The Company shall be entitled to make amendments and additions to this Offer in accordance with the procedure set forth in Article 6 "Procedure for Conclusion, Amendment and Termination of the Agreement" of this Offer.

3.2.10. The Company is obliged to ensure confidentiality of any information received by the Company from the Payer within the framework of execution of the Agreement.

#### **4. Responsibilities of the Parties.**

4.1. In case of non-fulfillment and/or improper fulfillment of their obligations under the Agreement, the Parties shall be liable in accordance with the terms of this Offer and applicable law.

4.2. The Company shall not be liable for non-fulfillment and/or improper fulfillment of obligations under the Agreement, if such non-fulfillment and/or improper fulfillment occurred due to the fault of the Payer and/or other Settlement Participants.

4.3. The Company shall not be liable for improper fulfillment of obligations under the Agreement, if such improper fulfillment is related to the Payer's indication of erroneous data in the Transfer Order.

4.4. The Company shall not be liable for the quality, completeness, and other consumer properties of goods (works, services, rights to the results of intellectual activity) paid by the Payer by sending the Transfer Order to the Company, as well as for fulfillment of the obligations paid by the Payee to the Payer using the Company's Service.

4.5. The Company shall not be liable for the Payer's failure to comply with the requirements of this Offer with respect to the rules of making Transfers.

4.6. The Company shall not be liable for improper fulfillment by the Payer of the latter's obligations to the Payee in case of unreliable information provided by the Payer (clause 3.1.5. of this Offer).

4.7. The Company shall not be liable for any losses incurred by the Payer due to the fact that the Payer has not familiarized and/or untimely familiarized with the terms and conditions of this Offer and/or amendments and additions made by the Company to the Agreement in the manner prescribed by Article 6 "Procedure for conclusion, amendment and termination of the Agreement" of this Offer.

#### **5. Additional terms and conditions.**

5.1. Relationship of the Parties within the framework of the Contract execution shall be regulated by the current legislation, internal documents of the Company, the Contract, as well as additions and amendments thereto.

5.2. The Company provides the Payer with all necessary public information by posting it on the Company's WEB site, as well as considers issues and claims related to the provision of the Service under the Agreement concluded under the terms of this Offer.

5.3. By concluding the Agreement on the terms and conditions of this Offer the Payer accepts the Company's Personal Data Processing Policy posted on the Company's WEB site in full.

5.4. By concluding the Agreement under the terms and conditions of this Offer, the Payer confirms that he/she is familiarized with the terms and conditions of this Offer and accepts them without any exceptions or limitations under the terms and conditions of accession.

## **6. Procedure for conclusion, amendment and termination of the Contract.**

6.1. The Payer's performance of actions stipulated in p. 6.2. 6.2. of this Offer shall be deemed as full and unconditional acceptance by the Payer of all the terms and conditions of this Offer without exception and conclusion of the Agreement between the Payer and the Company on the terms and conditions of this Offer.

6.2. The Agreement shall be deemed concluded on the terms and conditions of this Offer (clause 6.1. hereof) from the moment of the Payer's actions aimed at depositing funds in order to receive the Company's Service under the Agreement in the amount at his/her discretion, by depositing funds through the Terminal, at the Agent's cash desk at the Cash Receiving Point and/or in any other way provided for by the legislation. The payment document received by the Payer at the moment of depositing the funds shall be the confirmation of the fact of depositing the funds.

6.3. The Agreement shall come into effect from the date of the Payer's actions described in clause 6.2. of this Offer and shall remain in force until the Parties fulfill their obligations under the Agreement.

6.4. Amendments and additions to the Offer shall be made by agreement of the Parties in accordance with the procedure stipulated in clauses 6.4.1. - 6.4.4. of the Agreement.

6.4.1. The Company informs the Client about amendments and/or additions to the Offer at least 1 day before they come into force by posting them on the Company's WEB-site.

6.4.2. Within 2 (two) calendar days from the date of the Company's posting of changes/additions in accordance with clause 6.4.1. of the Offer, the Customer may agree (accept) the Company's proposed changes and/or additions to the Agreement in any of the following ways: - making a Payment in accordance with the new terms of the Offer; - expressing the Customer's consent to the amendments/additions to the Offer proposed by the Company, expressed in the Customer's failure to provide a written rejection of the





amendments/additions proposed by the Company. Within the specified period of time the Client has the right to send his reasoned refusal on the changes and/or additions to the Offer offered by the Company, using the contacts specified on the Company's WEB-site.

6.4.3. In order to ensure that the Client receives the Company's offer (proposal) in accordance with clause 6.4.1. of the Agreement, the Client undertakes to consult the Company's WEB-site at least once every 5 (five) calendar days for information on changes and amendments to the Offer.

6.4.4. The Offer and the relevant Agreement shall be deemed amended by agreement of the Parties after 3 (three) calendar days from the date of posting the amended draft Offer on the Company's WEB-site.

6.5. If one or more of the provisions of the Contract is or becomes invalid due to amendments to the applicable legislation, this shall not constitute grounds for suspension of the validity of the remaining provisions of the Contract. Invalid provisions shall be replaced by legally permissible provisions close in meaning to those being replaced.

6.6. The obligations under the Contract shall be deemed terminated, and the Contract automatically terminated, upon expiration of the Contract.