

# General Payment Service Agreement for Private Clients

## 1. General provisions

1.1. The present Agreement is concluded between Max Express LLC (hereinafter referred to as Max Express) and the Client.

1.2. Object of the Agreement: the present Agreement determines the main terms and conditions between the Client and Max Express when the Client registers in the System, opens a Max Express Account and uses other services provided by Max Express. Besides the present Agreement, relationships between Max Express and the Client related to provision of Services are regulated by legal acts, Supplements to the Agreement concluded with the Client, agreements, rules and principles of prudence and justice applied to the Client.

1.3. The present Agreement is an important document which shall be carefully examined by the Client before s/he decides to register in the System, open a Max Express account and use other Services provided by Max Express. Please read conditions of the present Agreement carefully before you decide to agree with them. The present Agreement together with its Supplements defines specific risks which arise when using the System and provides guidelines for safe use of the System.

1.4. **Definitions of key terms** used in the Agreement:

**Personal data** – any information related to the natural (private) person who's identity is known or can be directly or indirectly established using the following data: personal code, one or more features of physical, physiological, psychological, economic, cultural or social character specific to the person.

**Business day** – a day set by Max Express when Max Express provides its services. Max Express can set different business days for different services.

**Max Express LLC** – "Max Express", company number 405256574 whose registered office address is at Georgia, Tbilisi, Vake district, Vazha-Pshavela ave., N45.

**Recipient** – a natural (private) or legal person indicated in the Payment order as the recipient of money of the Payment transaction.

**Statement** – a document prepared and provided by Max Express, which includes information about Payment operations executed during the specific period of time.

**Pricing** – prices for Max Express services and operations confirmed by a procedure established by Max Express.

**Client** – a natural (private) or legal person who has registered in the System and created an Account.

**Client identification** – establishment of the identity of the Client under procedures specified in the System.

**Commission fee** – a fee for a Payment operation and/or related services charged by Max Express.

**Payment transfer** – a payment service when money is transferred to the payment account of the Client under the initiative of the Payer.

**Payment order** – an order from the Payer or the Recipient (payment transfer) for the Provider of payment services to execute a Payment operation.

**Payment operation** – deposit, transfer or withdrawal of money initiated by the Payer or the Recipient.

**Payment service** – services, during provision of which conditions to deposit to and withdraw cash from the payment account are created and all operations related to management of the payment account; payment operations, including transfer of money held on the payment account opened in the institution of the provider of payment services of the Consumer of payment services or in another payment institution; payment operations when money is given to the Consumer of payment services under a credit line; payment operations using a payment card or a similar instrument, including periodic transfers; money remittances; payment operations when the consent of the payer to execute the payment operation is given using telecommunications terminal devices, digital or IT devices and the payment is performed to the operator of the telecommunications network or IT system, who is only a mediator between the provider of goods and the Consumer of payment services.

**Payment Instrument** – any payment instrument which the System allows to link to the Max Express Account and perform payment transfers with the help of this payment instrument.

**Payer** – a natural (private) or legal person who submits a Payment order.

**Max Express Account or Account** – a virtual account opened in the System on behalf of the Client and used to perform payments and other Payment operations.

**Service** – the service of money transfer and other services provided by Max Express.

**Account** – the result of registration in the computer system, during which personal data of the registered person is saved, the person is given a login name, and his/her rights in the system are defined.

**Identification level** – a series of Max Express Account services which the Client can use after performing procedures indicated in the System.

**Acceptable language** – Lithuanian, English, Russian, Latvian, and Polish languages.

**Supplement** – an agreement between Max Express and the Client on provision and usage of separate services provided by Max Express. The Supplement can be identified as an agreement, rules, declaration, plan or in any other way. The Supplement is an integral part of the present Agreement.

**System** – a software solution on Max Express web pages, developed by Max Express and used for provision of Max Express services.

**Agreement** – an agreement between the Client and Max Express which includes the present General payment service agreement and any other conditions and documents (Supplements, Agreements, Rules, Declarations, etc.), including but not limited to, information on the websites, references to which are made in the present General payment service agreement.

**Consent** – consent of the Payer to perform the Payment operation.

**Password (Passwords)** – any code of the Client created in the System or a code provided to the Client by Max Express for the access to the Account and/or Max Express Account or initiation and management of separate services provided by Max Express and/or initiation, authorization, implementation, confirmation and reception of Payment operations.

**Party** – Max Express or the Client.

**Unique identifier** – a combination of letters, numbers and symbols which Max Express, as the provider of payment services, provides to the Consumer of payments services, and which is used for identification of the Consumer of payment services participating in the Payment operation and / or an account of the Consumer used in the Payment operation.

**Consumer** – a natural (private) person who is operating under the General payment service agreement and its supplements pursues aims which are not related to his/her business. commercial or professional activity.

## 2. Registration in the System and creation of the Account

2.1. The Client who wants to start using Max Express services has to register in the System. Max Express has the right to refuse to register the new Client without indicating the reasons. However, Max Express assures that the refusal to register will always be based on significant reasons which Max Express does not have or does not have the right to reveal.

2.2. During registration in the System, an Account is created for the Client. The Account is personal and only its owner, i.e. the Client, has the right to use it (log in). After the Client registers in the System and creates an Account, a Max Express Account is automatically opened for him/her. Max Express Account operates by the principle described in sections 4 and 5 of the present Agreement.

2.3. The Client can have one Account only.

2.4. The Agreement comes into force when the Client registers in the System, learns terms of the present Agreement and expresses his/her consent to comply with them electronically. The Agreement is valid for unlimited time.

2.5. If the Client is a natural (private) person and has not reached the age of 18 (eighteen), s/he also confirms that the Client's legal representatives (parents/guardians) agree with his/her registration in the System. Max Express has the right to require a written (and approved by a notary) consent from the Client's legal representatives (parents/guardians) at any time. If the Client fails to submit the written consent within the terms given by Max Express, Max Express shall immediately suspend provision of all or a part of the services.

2.6. The Client confirms that s/he has provided correct data about him/herself during registration in the System and that later, when changing or adding data about him/herself, s/he will provide only correct data. The Client shall bear any losses that occur due to submission of invalid data.

2.7. Under circumstances and procedures set out in the Agreement or in the System, the Client shall confirm the Account, provision of a new Service or a part of a Service and perform Client identification in order for Max Express to start or continue provision of Services. Client identification procedure, confirmation of the Account and provision of new Services is performed with a view to protect interests of the Client and Max Express.

2.8. Max Express has the right to require data and/or documents which would help Max Express to identify the Client and/or receive significant information about the Client which is necessary for proper provision of Max Express Services. Specific data and/or documents to be submitted shall be indicated in the message to the Client about the necessity to perform the identification procedure.

2.9. When performing Client identification, Max Express has the right to demand the Client to provide originals of the documents required by Max Express and/or their copies and/or copies of documents approved by a notary or another person authorized by the state.

2.10. Terms and conditions of the Client identification procedure (AML Policy) are [given here](#)

2.11. In individual cases, when performing duties established by the legislation or if it is required due to the type of the document (e.g. it is necessary to provide the original of the document), Max Express has the right to demand from the Client to perform the Client identification procedure by a specific method indicated by Max Express.

2.12. The Parties agree that the Client can confirm (sign) documents concluded by him/her (e.g. agreements, consents, etc.) by electronic means.

2.13. Max Express has the right to request from the Client additional information and/or documents related to the Client or operations performed by him/her, and to request the Client to fill in and periodically (at least once a year) update the Client questionnaire. Max Express has the right to demand for the submitted copies of the documents to be approved by a notary and/or translated into at least one of the languages acceptable to Max Express. All documents and information are prepared and provided at the expense of the Client. If the Client does not provide additional information and/or documents within a reasonable term specified by Max Express, Max Express has the right to suspend provision of all or a part of the Services provided to the Client.

2.14. The Client shall receive a notification about confirmation of the Account, provision of a new Service or renewed provision of a suspended Service via the email address which has been specified during registration in the System or via SMS message if the Client has specified only a mobile telephone number during registration.

2.15. The Client is prohibited from having more than one Account in the System and provide incorrect data during registration in the System. If the Client provides incorrect data, s/he shall correct it. If due to inaccurate data the Client has created several Accounts, s/he shall inform Max Express thereof, so that all created Accounts would be merged into one Account. In case of a breach of this provision, the Client can be blocked, illegal operations can be recognized false, and data, if necessary, can be transferred to law enforcement institutions.

### 3. Prices of Max Express Services and settlement procedure

3.1. Prices of Max Express Services are stated in the respective section of the present Agreement. Prices of services can also be provided on the web pages, references to which are made in the present Agreement.

3.2. If Max Express reduces the general prices of Services stated in the System, new prices are applied even if the Client has not been informed thereof, but only if the prices has not been changed in the manner stated in section 11.

3.3. Max Express Commission fees are deducted:

3.3.1. during the Payment operation;

3.3.2. if Commission fees have not been deducted during the Payment operation, Max Express has the right to deduct them later, but not later than within 2 (two) years after execution of the Payment operation;

3.3.3. in all cases the Commission fee for the operation is indicated to the Client before the Payment operation.

3.4. The Client confirms that s/he has carefully acquainted with the prices and terms of Payment transfers and also with prices of all Max Express Services that are applied to and relevant for him/her.

3.5. Max Express has the right to deduct the Commission fee from the Account of the Client where the Payment operation is performed or from other Account opened for the Client by Max Express.

3.6. The Commission fee is paid in the currency indicated in the Agreement, its Supplement or on websites, references to which are made in the present Agreement or its Supplement.

3.7. The Client commits to ensure a sufficient amount of money on his/her account to pay/deduct the Commission fee. If the amount of funds in the indicated currency is insufficient to pay the Commission fee, Max Express has the right, but not the obligation, to exchange money on the Account in another currency to a necessary currency by applying Max Express currency exchange rate. If there is money on the Account in several different currencies, Max Express can exchange them to the payable currency by the alphabetical order of the international abbreviations of the currencies.

3.8. If the Client does not pay Max Express the remuneration for provided Services, s/he shall pay Max Express 0,05% from the amount for each day overdue at the demand of Max Express.

#### 4. Opening of Max Express account. Terms of money transfer

4.1. Under the present Agreement, a Max Express Account is opened for the Client for an indefinite period of time.

4.2. Max Express Account, in dependence on the Identification level of the Client, gives the Client the opportunity to load and transfer money from his/her Account, carry out local and international money transfers, pay contributions, receive money to the Account, pay for goods and services and perform other operations directly related to money transfers.

4.3. After the Client transfers money to his/her Max Express Account and Max Express receives the money, Max Express credits it to the Client's account for further money transfer or payments.

4.4. The Client selects a method for depositing/transferring money to the Max Express Account on the Account by choosing the feature "Add money" and transferring money according to the instructions.

4.5. Money on the Max Express Account is not a deposit and is to be used for further payments or transfers, Max Express does not, in any circumstances, pay any interest for money held on the Max Express account.

4.6. The Client can create and have multiple Max Express Accounts on the same Account and use them at his/her discretion (but the Client can have only one Account).

4.7. The Client submits a request for withdrawal of money by generating a Payment order to transfer money from his/her Max Express Account to any other account specified by the Client (banks and electronic payment systems).

4.8. If the Client terminates the Agreement and applies with the request to close his/her Max Express Account and cancel his/her Account in the System, or if Max Express terminates provision of the Max Express Account service to the Client and cancels Client's Account in the System in cases provided for in the Agreement, money held on the Client's Max Express Account shall be transferred to the Client's bank account or to the account in another electronic payment system indicated by the Client. Max Express has the right to deduct from such repaid money the amounts that belong to Max Express (fees for services provided by Max Express and expenses which have not been paid by the Client, including but not limited to, fines and damages incurred by Max Express due to a breach of the Agreement committed by the Client, which have been imposed by International payment card organizations, other financial institutions and / or state institutions). In the event of a dispute between Max Express and the Client, Max Express has the right to detain money under dispute till the dispute is solved.

4.9. If Max Express fails to repay the money to the Client due to reasons beyond the control of Max Express, the Client shall be notified thereof immediately. The Client shall immediately indicate another account or provide additional information necessary to repay the money (make a payment).

## 5. Usage of Max Express Account

5.1. In dependence on the limits of Payment transfers of the Max Express Account and other available services the Client can choose one of the following Max Express Account Identification levels:

5.1.1. Identification level 1 for a beginner user;

5.1.2. Identification level 2 for a user rarely using services;

5.1.3. Standard Identification level 3;

5.2. After the Client creates an Account and opens a Max Express Account, the Identification level 1 is automatically applied to the Client. The Client can change the Identification level to an Identification level with higher limits. The new Identification level chosen by the Client comes to force after the Client performs identification procedures indicated in the System and Max Express confirms the eligibility of the identification procedures performed by the Client.

5.3. The Client can manage the Max Express Account via the Internet by logging in to his/her Account with his/her login name and Password.

5.4. In dependence on the Identification level applied to the Client payment transfers from the Client's Max Express Account can be made:

5.4.1. to another user of the system;

5.4.2. to accounts EU and foreign banks;

5.4.3. to accounts in other electronic payment systems indicated in the System.

5.5. Opening and maintenance of the Max Express account is free of charge, except for cases defined in the Agreement and its Supplements. If no operations have been performed on the Account of the Client for more than a year, Max Express charges the Commission fee for Account maintenance given here [payboy.money](http://payboy.money).

5.6. Fees for respective services can be applied by the bank or the system for the transfer of money from the Client's Max Express account to the Client's bank account, card or a payment account of another electronic payment system, as well as transfer of money from a bank account, card or another electronic payment system to the Max Express account.

5.7. Fees for Max Express services are deducted from money on the Client's Max Express account. If the amount of money on the Client's Max Express account is less than the amount of the Payment transfer indicated by the Client and the price of the Max Express service, the Payment transfer is not carried out.

5.8. When a different than a SEPA transfer is performed and the Client transfers money from his/her Max Express Account to accounts in banks or other electronic payment institutions, Max Express is indicated as the Payer. Together with the Payment transfer the Recipient is given the following information which in dependence on technical options can be transferred in one or several of the below indicated ways:

5.8.1. detailed information about the Payer-Client is given in the field of the Primary payer if it is supported by the relevant e-banking or payment system;

5.8.2. detailed information about the Payer-Client is given in the field of payment purpose;

5.8.3. Together with the Payment transfer the Recipient is given a link to a website address with detailed information about the payment and the Payer.

5.9. If the Payer indicates wrong data about the Recipient of money, but the Payment order is carried out by the data provided (e.g. the Payer indicates a wrong account number which belongs to some other person than the intended Recipient), it shall be considered that Max Express has fulfilled its obligations properly and shall not repay the transferred amount to the Payer. In this case, the Payer shall contact the person who has received the money regarding repayment of the money directly.

5.10. The Client shall submit a Payment order for execution of a Payment operation exactly in accordance with the instructions indicated in the System. If the Client is a Recipient, s/he shall indicate detailed and accurate data to the Payer, so that a Payment order to perform a Payment operation in all cases would be submitted according to the instructions provided in the System.

5.11. If the Payer submits an incorrect Payment order or indicates incorrect data of the Payment transfer, but the Payment transfer has not been executed yet, the Payer may request to specify the Payment order. In this case fees for specification of the Payment order indicated in the System are applied.

5.12. If Max Express cannot credit funds indicated in the Payment order to the Recipient due to errors of the Payer made when filling in the Payment order, but the Payer requests to return the funds indicated in the Payment order, the Payment order may be canceled and funds may be returned to the Payer, but only under a written request of the Payer and only if the Recipient agrees to return the funds to the Payer (if the Recipient can be identified). In such a case fees for cancellation of the Payment order indicated in the System are applied.

5.13. In all cases, when Max Express receives a Payment order and funds cannot be credited due to errors in the Payment order or insufficiency of information, and neither the Payer nor the Recipient contacts Max Express for specification of the Payment order or refund, Max Express undertakes all possible measures to track the Payment operation, receive specified information of the Payment order and to execute the Payment order. To track the Payment operation, the following measures may be used:

5.13.1. If Max Express knows contact data of the Payer (email address or phone number), Max Express contacts the Payer for specification of the Payment order;

5.13.2. If Max Express does not know contact data of the Payer and neither the Payer nor the Recipient contacts Max Express regarding funds indicated in the Payment order, Max Express contacts the institution of the provider of payment services of the Payer which has sent the funds indicated in the Payment order with a request to contact the Payer for specification of information indicated in the Payment order. The present measure is applied if there are possibilities to contact the institution of the provider of payment services of the Payer via electronic communication instruments:

5.14. In all cases described in clause 5.16, the fee for specification of the Payment order indicated in the System is applied by debiting it from the amount of the transfer before crediting the transfer to the Account of the Client-Recipient.

5.15. If it is impossible to apply neither of the measures listed in clause 5.16 to track the Payment operation and in other cases when according to data indicated in the Payment order and / or specified data it is impossible to identify the Recipient, funds are stored in Max Express system till the Payer or the Recipient contacts and additional data, which would allow to credit the funds to the Recipient, is provided (by debiting the fee for specification of the Payment order from the transferred amount before crediting it to the Account of the Client-Recipient). Such

funds may also be returned to the Payer under a written request of the Payer. In this case the fee for refund indicated in the System will be debited from the transferred amount, before transferring it back to the Payer.

5.16. If money is credited to the Client's account by mistake or in other ways under no legal basis, Max Express has the right and the Client gives an irrevocable consent in such cases to deduct the money from the Client's Max Express Account without Client's order. If the amount of money on the Client's Max Express Account is insufficient to debit the money credited by mistake, the Client unconditionally commits to repay Max Express the money credited by mistake in 3 (three) business days from receipt of the request from Max Express. If the Client notices that money that do not belong to him/her has been transferred to his/her Max Express Account, s/he shall immediately inform Max Express thereof. The Client has no right to manage money credited by mistake, which do not belong to him/her.

5.17. The Client, who has the right to change limits of Payment transfers of the Max Express Account under the chosen Identification level, shall perform the additional Account confirmation under the procedure established in the System and set other payment limits which shall come into effect 12 hours after additional procedures of verification of the limits. The Client can be set at limits at his/her discretion and check the limits applied to him/her by logging in to his/her Account, but Max Express has the right to limit the size of the limits. The Client is informed by email when any such limit comes into force.

5.18. The Client can check his/her account balance and history by logging in to the Account where s/he can also find information about all applied Commission fees and other amounts charged from the Account during the selected time period.

5.19. The Client confirms that:

5.19.1. incoming money transferred to his/her Max Express Account is not received from illegal activity;

5.19.2. the Client will not use services provided by Max Express for any illegal purposes, including the Client's commitment not to perform any actions and operations in order to legalize money received for a criminal or illegal activity.

5.20. The Client can manage the Max Express Account and perform Payment operations from the Max Express Account:

5.20.1. via the Internet by logging in to his/her account;

5.20.2. by payment instruments linked to the Max Express Account;

5.20.3. by other instruments indicated by Max Express after the Client agrees to conditions of using such instruments.

5.21. Client's confirmations, orders, requests, notifications and other actions performed on websites of third persons or other places by logging in to his/her Max Express Account and identifying him/herself in this way are treated as conclusion of a deal confirmed by electronic signature.

5.22. Management of the Max Express Account via the Internet:

5.22.1. In order to carry out a Payment operation via the Internet the Client shall fill in a Payment order in the System and submit it for execution by confirming his/her Consent to carry out the Payment order in the System electronically.

5.22.2. Submission of the Payment order in the System is Client's agreement to carry out the Payment operation and cannot be canceled (cancellation of the Payment order is possible only



till the Payment order has not yet been started to carry out – status of the Payment order and cancellation possibility are visible on the Client's Account).

5.22.3. If the Payment order is filled in incorrectly, the Payment transfer is not carried out unless, in exceptional cases, Max Express corrects the Payment order and performs it under a regular procedure at its own initiative after revising information of the Payment order or having sufficient data to make an objective decision on the correctness of the content of the information.

5.22.4. If the amount of money on the Client's Max Express Account is insufficient to carry out the Payment transfer, the Payment transfer is not carried out; however, the System shall attempt to carry out the Payment order for 2 (two) more days after receipt of the Payment order. If during this period of time the amount of money on the Max Express Account is not sufficient to carry out the Payment order, the Payment order shall be canceled and no longer executed. If the amount of money on the Max Express account is insufficient in one currency, but there is a sufficient amount of money in another currency, the Payment transfer shall not be carried out until the Client converts the other currency into the currency of the payment (except for cases, when the Client has ordered the automatic currency exchange feature or when the transfer is performed as a payment for goods or services via Max Express system).

5.23. Terms of use of other Max Express Account management methods indicated in clause 5.23. of the present Agreement (except for the Max Express Account management via the Internet) are set out in separate Supplements dedicated to specific Max Express Account management methods. Specific Supplements regulating other Max Express Account management methods shall apply if the Client chooses to use the respective Max Express Account management method. The Supplement shall apply to the Client from the moment the Client confirms that s/he has learned the terms of the Supplement and expresses his/her will to use the Service indicated in the Supplement electronically or in another way.

## 6. Depositing and withdrawal of cash

6.1. Max Express shall provide the Client with the right to deposit cash to the Max Express Account on the terms specified in the System. Locations, terms, currencies, limits and rates of cash depositing are payboy.money

6.2. Max Express shall provide the Client with the right to withdraw cash from the Max Express Account on the terms specified in the System. Locations, terms, currencies, limits and rates of cash withdrawal are payboy.money

## 7. Reception of the Payment Order, Requirements Applied to the Payment Order and Refusal to Execute the Payment Order

7.1. When the Client is the Payer, the Payment order is considered received by Max Express (calculation of the time period of execution of such Payment Order starts) on the day of its reception, or, if the moment of reception of the Payment order is not a business day of Max Express, the Payment order is considered received on the nearest business day of Max Express.

7.2. The Payment order which is received by Max Express on a business day of Max Express after the business hours set by Max Express, is considered received on the nearest business day of Max Express.

7.3. Payment orders inside the Max Express System are executed immediately (up to a few minutes, unless the Payment operation is suspended in cases set forth by applied legal acts and the Agreement), independently from business hours of Max Express.

7.4. Max Express has the right to record and store any Payment orders submitted via any of the methods agreed on with Max Express, and to record and store information about all Payment

operations performed by the Client or according to Payment orders of the Client. Records mentioned in the present clause can be submitted by Max Express to the Client and/or third persons, who have the right to receive such data under the basis set forth in the legislation, as evidence confirming submitted Payment orders and/or executed Payment operations.

7.5. Payment orders submitted by the Client shall comply with requirements for submission of such Payment order and/or content of the Payment order set by the legal acts or by Max Express. Payment orders submitted by the Client shall be formulated clearly, unambiguously, shall be executable, shall contain clearly stated will of the Client. Max Express does not undertake responsibility for errors, discrepancies, repetitions and/or contradictions in Payment orders submitted by the Client, including but not limited to, correctness of requisites of the Payment order submitted by the Client. If the Payment order submitted by the Client does not contain enough data or contains deficiencies, Max Express, independently from the nature of deficiencies in the Payment order, can refuse to execute such Payment order, or execute it by data given in the Payment order.

7.6. Max Express has the right to refuse to execute a submitted Payment order if there are doubts that the Payment order has been submitted not by the Client or an authorized representative of the Client, or the submitted documents are falsified. If reasonable doubts arise to Max Express that the Payment order has been submitted not by the Client or an authorized representative of the Client, that the documents submitted to Max Express are falsified or doubts about the legitimacy or content of the submitted Payment order, Max Express has the right to demand from the Client to additionally confirm the submitted Payment order and/or submit to Max Express documents confirming the right of persons to manage the money held on the Account or other documents indicated by Max Express via a method acceptable to Max Express at his/her own expense. In cases mentioned in the present clause Max Express acts with the aim to protect legal interests of the Client, Max Express and/or other persons; thus, Max Express does not undertake the responsibility for losses which may arise due to refusal to execute the submitted Payment order.

7.7. The Client shall ensure a sufficient amount of money in a relevant currency on his/her Account to carry out the Payment order of the Client.

7.8. Before executing the Payment order submitted by the Client, Max Express has the right to demand from the Client to submit documents which prove the legal source of money related to execution of the Payment order. If the Client does not submit such documents, Max Express has the right to refuse to execute the Payment order of the Client.

7.9. Max Express has the right to employ third persons with the aim to to completely or partially execute the Payment order submitted by the Client if it is required due to the interest of the Client and/or the essence of execution of the Payment order, remaining responsible for such third persons. Max Express has the right to suspend and/or cancel execution of the Payment order submitted by the Client if it is required by applicable legal acts or due to other reasons beyond the control of Max Express.

7.10. If Max Express refuses to execute the Payment order submitted by the Client, it immediately informs the Client thereof and creates necessary conditions to get acquainted with such notification, except when such notification is technically impossible or forbidden by legal acts.

7.11. Max Express does not accept and does not execute Payment orders of the Client to perform operations on the Account of the Client if money on the Account is arrested, the right of the Client to manage the money is otherwise legally limited, or if operations performed by Max Express are suspended in cases described by applicable legal acts.

7.12. If money transferred by the Payment order is returned due to reasons beyond the control of Max Express (inaccurate data of the Payment order, the account of the Recipient is closed, etc.), the returned amount is credited to the Account of the Client. Fees paid by the Payer for execution of the Payment order are not returned, and other fees and costs related to the returning of money and applied against Max Express can be debited from the Account of the Client.

## 8. Submission and Cancellation of the Consent, Cancellation of the Payment Order

8.1. The Payment operation is considered authorized only after the Payer gives his/her Consent. A payment consent, given to the mediator of Max Express, is considered given to Max Express. The Client (Payer) can give his/her Consent in a form and method set by Max Express or agreed between Max Express and the Client. A written Consent shall be signed by the Client or his/her legal representative. The Consent can also be confirmed by an electronic signature, the Password or codes given to the Client, and/or other identity confirmation instruments. The Consent confirmed via any of the methods described in the present clause is considered appropriately confirmed by the Client (Payer), bears the same legal power as a paper document (Consent) signed by the Client (his/her representative) and can be used as evidence when settling disputes between Max Express and the Client in courts and other institutions. The Client does not have the right to challenge the Payment operation performed by Max Express if the Payment order has been confirmed by a Consent submitted by a method defined in the present clause.

8.2. The Consent of the Client (Payer) is submitted prior to execution of the Payment operation. Under an agreement between the Client (Payer) and Max Express the Payment operation can be authorized, i.e. such Consent of the Client can be given after execution of the Payment operation.

8.3. The Client agrees for Max Express, when executing the Payment operation, to transfer Personal data of the Client possessed by Max Express to persons directly related to execution of such Payment operation – international payment card organizations, companies processing information about payments with payment cards, the provider of payment services of the Recipient, the operator of the payment system employed for execution of the Payment operation, Max Express, mediators of the provider of payment services of the Recipient and the Recipient.

8.4. The procedure of cancellation of the Payment order:

8.4.1. the payment order cannot be canceled after Max Express receives it, except for cases described in the Agreement;

8.4.2. when the Payment operation is initiated by the Recipient or via the Recipient (e.g. payment via payment card), The Payer cannot cancel the Payment order after the Payment order is sent or the Payer has given the Consent to the Recipient to perform the Payment operation;

8.4.3. the Payment orders described in clause 5.25.4 of the Agreement can be canceled till the end of the business day of Max Express, before the day of the Payment operation;

8.4.4. after the end of time periods described in clauses 8.4.1.-8.4.3 of the Agreement, the Payment order can be canceled only if the Client (Payer) and Max Express agree on that, and in cases described in clause 8.4.2 the Consent of the Recipient is also required.

8.5. Max Express has the right, but not the obligation, to check whether the Unique identifier given in the Payment order received by Max Express corresponds to the name and surname (title) of the Account owner. If the mentioned Unique identifier is given to Max Express to debit money from or credit money to the Account, the payment order is considered executed appropriately if it has been executed by the indicated Unique identifier. If Max Express verifies it and established an obvious discrepancy between the Unique identifier provided to Max

Express and the name and surname (title) of the Account owner, Max Express has the right to refuse to execute such Payment operation.

8.6. If Max Express receives a Payment order to transfer money to the payment account in the institution of some other provider of Payment services, such Payment operation is performed by Max Express according to the Unique identifier provided in the received Payment order – the account number of the Recipient in IBAN format, except when the other provider of Payment services does not use the IBAN account format. Max Express does not hold the responsibility if the Unique identifier is not provided in the Payment order and/or it is incorrect, and/or the provider of payment services of the Recipient has set a different Unique identifier for appropriate execution of such Payment operation (crediting of money to the payment account of the Recipient).

8.7. If there is a need and/or requirement applied by institutions of another country, Max Express has the right to set additional and/or other required information (e.g. name and surname/title of the Recipient, payment code) which shall be provided to Max Express for the Payment order to be executed appropriately.

8.8. Max Express, when executing Payment orders initiated by the Client, transfers the information provided in the Payment order to the provider of Payment services of the Recipient (including Personal data of the Client given in the Payment order).

## 9. Prohibited Activities

9.1. The Client, when using Max Express services, has no right to:

9.1.1. fail to observe the Agreement, any of its Supplements, valid legislation and other legal acts, including but not limited to, legal acts related to anti-money laundering and combating terrorist financing;

9.1.2. violate the rights of Max Express and third parties to trademarks, copyrights, commercial secrets and other intellectual property rights;

9.1.3. provide false, misleading or incorrect information to Max Express;

9.1.4. refuse to provide information reasonably requested by Max Express;

9.1.5. provide false, misleading or incorrect information about Max Express and cooperation with Max Express to third parties;

9.1.6. transfer and/or receive money acquired in illegal manner if the Client knows about it or should know;

9.1.7. refuse to cooperate with Max Express in investigation of violations and identification of the Client;

9.1.8. use the Account and other services of Max Express in a way which causes losses, responsibility or other negative legal consequences to Max Express or other third persons;

9.1.9. use Max Express services from the country which is not acceptable to Max Express (the list of such countries is given on the website of Max Express);

9.1.10. spread computer viruses and undertake other measures which could cause System malfunctions, damage or destroy information, as well as cause other damage to the System, equipment of Max Express or information;

9.1.11. undertake any other deliberate actions which could disturb provision of Max Express Services to the Client or third parties or disturb proper functioning of the System;

9.1.12. organize illegal gambling, illegal trade of tobacco products, alcohol, prescription medicine, steroids, guns, drug substances and drug attributes, pornographic production, unlicensed lottery, illegal software and other items or products prohibited by the law;

9.1.13. accept payments in an unregulated and/or unsupervised virtual currency and/or buy, convert or manage it in any other way;

9.1.14. provide financial services without a prior consent from Max Express;

9.1.15. provide services which are prohibited by the law or conflict with public order and good morals;

9.1.16. log in to the System as an anonymous user (e.g. via public proxy servers);

9.1.17. disclose Passwords and other personalized safety features of Payment instruments to third persons and allow other persons to use Services under the name of the Client.

9.2. The Client shall reimburse all direct damages, fines and other monetary sanctions applied to Max Express due to failure to observe or violation due to the fault of the Client, including but not limited to, clause 9.1 of the present Agreement.

9.3. The Client is responsible and commits to reimburse any losses incurred by Max Express, other Max Express clients and third parties due to the Client using Max Express Services and violating the present Agreement or its Supplements.

## 10. Sending Notifications of the Parties, Communication and Consultation of Clients

10.1. The Client confirms that agrees with provision of notifications by Max Express to the Client by publishing them on the System's website and sending them via email address indicated by the Client during registration in the System, or by mailing them to the address indicated by the Client during registration in the System, or by sending SMS messages, if the Client has indicated only a mobile telephone number during registration. The Client confirms that Max Express notifications submitted in any of the aforementioned ways shall be considered submitted properly. Notifications by mail or SMS are sent only if the Client has not indicated his/her email address. If such notifications do not relate to material changes of conditions of the Agreement, it shall be considered that the Client has received such notifications within 24 hours after they have been published on the System's website or sent to the Client via email or SMS. If the notification is mailed by post, it shall be considered that the Client has received it 5 (five) business days after its dispatch, except for cases when the Client actually receives the notification later than within the terms stated in the present Agreement.

10.2. If a notification of Max Express relates to material changes of conditions of the Agreement, the Client is informed 60 (sixty) days in advance. It shall be considered that the Client has received the notification and amendments of conditions of the Agreement come into effect within 60 (sixty) days after the notification has been published on the System's website, sent to the Client by email or via any other instrument that has been indicated by the Client during registration (post or SMS message with a link to a respective web page).

10.3. The Client undertakes to check his/her email inbox and other instruments used for reception of notifications indicated on the Account as well as System's websites on a regular basis, i.e. at least once a business day, in order to notice notifications about changes in the Agreement in time.

10.4. The Client must publish and, in case of amendments, renew the contact data (telephone number, email address and post address) on his/her Account, which Max Express could use to contact the Client or his/her representatives expeditiously, immediately (within 1 working day). If the Client fails to renew the contact data on his/her Account, all consequences due to failure of Max Express to submit notifications to the Client shall fall on the Client.

10.5. In order to protect money of the Client from possible illegal actions of third persons, the Client shall also immediately inform Max Express about theft or other loss of his/her personal identity document.

10.6. The Client can receive consultation regarding all issues related to the System and execution of the Agreement by sending his/her question via email given on Max Express website, calling to the Client support. Client messages related to the present Agreement are sent to the email address given on Max Express website or to the Max Express post address indicated in the Agreement. All messages shall be sent to Max Express regardless of who is the direct provider of Max Express Services defined in the Agreement.

10.7. Max Express shall notify the Client in advance, in accordance with the procedure provided in clause 10.1. of the Agreement, about known and potential technical failures of the System and systems or equipment of third parties employed by Max Express in provision of services, which have impact on provision of Max Express Services.

10.8. Max Express may change the solution for technical integration of services without constraint and at any time. Notification about any changes which require corrections in the software of the Client shall be made at least 90 (ninety) days in advance. Required changes on the Client's side shall be performed at Client's expense.

10.9. The Parties shall immediately inform each other about any circumstances significant for execution of the Agreement. The Client shall submit documents substantiating such circumstances (e.g. changes in the name, surname, signature, address, phone number, other contact data, personal document or persons who have the right to manage funds on the Account, initiation of bankruptcy proceedings against the Client etc.), whether this information is already transferred to public registers or not.

10.10. Max Express has the right to demand the documents concluded abroad to be translated, legalized confirmed with the Apostille, except when legal acts state otherwise.

10.11. All costs for conclusion, submission, confirmation and translation of documents provided to Max Express shall fall on the Client.

10.12. If the Client provides Max Express documents which do not comply with requirements set by the legal acts and/or Max Express or reasonable doubts arise to Max Express about the authenticity or correctness of submitted documents, Max Express has the right to refuse to execute Payment orders submitted by the Client, suspend provision of other Services and/or demand from the Client to submit additional documents.

10.13. The Client has the right to learn valid amendments of the Agreement, its Supplements and Pricing on Max Express website at any time.

## 11. Amendments to the Agreement

11.1. Max Express has the right to unilaterally amend and/or supplement conditions of the Agreement by following the notification procedure set forth in clauses 10.1.- 10.5. of the present Agreement.

11.2. The Client has no right to change and/or amend conditions of the Agreement unilaterally.

11.3. If the Client does not agree to amendments or supplements of the Agreement, s/he has the right to refuse from provision of Max Express services and terminate the Agreement notifying Max Express thereof 30 (thirty) days in advance.

11.4. The use of Max Express services by the Client after amendment or supplementation of conditions of the Agreement shall mean Client's consent to amendments or supplements of the conditions of the Agreement.

## 12. Suspension of service provision. Termination of the Agreement (removal of the Account)

12.1. Max Express, at its own discretion and taking at consideration the specific situation, with priority to execution of legal acts applied to the activity or Max Express and interests of the Client, has the right to unilaterally and without a prior warning apply one or several of the following measures:

12.1.1. suspend execution of transfers;

12.1.2. suspend provision of all or part of services to the Client;

12.1.3. limit Client's access to the Account;

12.1.4. detain Client's money which has caused a dispute;

12.1.5. block the Account (i.e. fully or partially suspend Payment operations on the Account) and/or the Payment instrument (i.e. fully or partially prohibit to use the Payment instrument);

12.1.6. refuse to provide services;

12.1.7. return arrested funds on the Account of the Client to the primary sender of funds.

12.2. Measures indicated in clauses 12.1.1-7 of the Agreement can be applied only in the following exceptional cases:

12.2.1. if the Client violates the Agreement or its Supplements fundamentally, or a real threat arises for the Client to violate the Agreement or its Supplements fundamentally;

12.2.2. if activities carried out by the Client using Max Express Account can harm Max Express business reputation;

12.2.3. if the Client does not observe the requirements of section 9 of the Agreement;

12.2.4. if due to further provision of services and activity of the Client justified interests of third parties can be harmed fundamentally;

12.2.5. if due to objectively justified reasons related to safety of money on the Account and/or the Payment instrument, unauthorized or fraudulent use of money on the Account and/or the Payment instrument is suspected;

12.2.6. if Max Express finds out about theft or other loss of the Payment instrument, suspects or finds out about illegal purchase or unauthorized usage of the Payment instrument, also about facts or suspicions that personalized safety features of the Payment instrument (including identity confirmation instruments) have become known or may be used by third persons, Max Express has reasonable suspicions that money on the Account and/or the Payment instrument may be illegally used by third persons or that the Account and/or the Payment instrument may be used for illegal activity;

12.2.7. if Max Express receives substantiated information about death of the Client;

12.2.8. in cases laid down in the legislation;

12.2.9. in other cases provided in the Agreement or its Supplements.

12.3. The measure indicated in clause 12.1.7. of the Agreement can be applied to Clients with the Identification level 1, 2 or 3 only if Max Express has reasonable suspicions that the Client commits fraud when executing his/her activity. In this case, at first funds of primary senders are arrested on the Account of the Client, and if the Client does not perform requested actions (additional identification of the Client, submitting requested documents) within the set time period or if the Client does not submit a reasoned explanation of the indicated case, the arrested funds shall be returned to the primary sender.

12.4. The purpose of limitations set forth in clause 12.1. is to protect Max Express, third persons and the Client from potential monetary sanctions, losses and other negative consequences.

12.5. Max Express shall inform the Client about the measures indicated in clause 12.1. immediately (in one hour), and about the possibility to return money which belongs to the Client in 2 (two) business days from the moment of suspension of service provision, except for cases when provision of such information would weaken safety measures or is forbidden by the legal acts.

12.6. In case Max Express has reasonable suspicions that the Client is engaged in or via the Client's Account money laundering, financing of terrorism or other criminal activity is processed, Max Express has the right to fully or partially suspend provision of services without providing the Client with explanation or notification till reasonable suspicions are fully denied or proved.

12.7. If Max Express reasonably suspects that someone has hacked the Account or Max Express account of the Client, Max Express has also the right to suspend provision of some or all services to the Client without a prior notice. When suspending service provision on the mentioned basis, Max Express will inform the Client and provide information about actions which the Client has to perform in order to renew provision of services to the Client.

12.8. Max Express cancels blockage of the Account and/or Payment instrument (or replaces it with a new Payment instrument) when causes for blockage of the Account and/or Payment instrument cease to exist.

12.9. The Account and/or the Payment instrument is blocked at the initiative of the Client if the Client submits an appropriate request to Max Express and informs Max Express that the Payment instrument of the Client has been stolen or lost in another way, or money on the Account and/or the Payment instrument is used or may be used in another illegal manner. Max Express has the right to demand the Client to later confirm the orally submitted request to block the Account and/or Payment instrument in written or in another way acceptable to Max Express. If the Account and/or the Payment instrument has been blocked at the initiative of the Client, Max Express has the right to cancel blockage only after receiving a written request from the Client, unless the Agreement states otherwise. Max Express has the right to replace the blocked Payment instrument with a new one.

12.10. Max Express does not undertake responsibility for losses of the Client incurred due to suspension of service provision, blockage of the Account and/or Payment instrument or other actions if they have been performed according to the procedure stated in the Agreement or its Supplement and under circumstances and bases described in the mentioned documents.

12.11. Following the procedure set forth by the law, Max Express has the right to withhold money of a Payment operation for up to 5 (five) business days or for a longer period of time specified by the law, the Agreement or its Supplement.

12.12. The Client has the right to terminate the Agreement unilaterally without appealing to the court, but s/he has to notify Max Express thereof in writing 30 (thirty) calendar days in advance. If the Client terminates the Agreement, money left on Max Express account is returned to the



Client by his/her chosen method (indicated in the Agreement) according to Payment transfer limits of the Max Express Account and Max Express Account Identification level (i.e. if the Identification level of the Max Express Account does not correspond to the limits necessary to transfer all money, the Client shall choose another Identification level and perform all identification actions to change the Identification level).

12.13. Max Express has the right to terminate the Agreement and its Supplements unilaterally and refuse to provide services without indicating the reason by notifying the Client 60 (sixty) days in advance by means provided in the section 10 of the present Agreement.

12.14. Under a request of Max Express the Agreement and its Supplements may be terminated immediately if no operations have been made on the Account of the Client for more than a year.

12.15. In case of Agreement termination, Max Express from Client's money deducts amounts payable for Max Express Services provided to the Client, fines, forfeits, losses and other amounts paid to third parties or to the state, which Max Express has incurred or paid due to the fault of the Client. If the amount of money on the Client's Max Express Account (or Accounts) is insufficient in order to cover all amounts indicated in the present clause, the Client undertakes to transfer provided amounts to the account of Max Express within 3 (three) business days. In case Max Express regains a part of amounts paid to third parties, Max Express undertakes to return the regained amounts to the Client immediately.

12.16. Termination of the General agreement does not exempt the Client from appropriate execution of all responsibilities to Max Express which have arisen till the termination.

12.17. When Max Express terminates the Agreement with the Client, the Client shall choose a method for transfer of his/her money left on Max Express account. If the Identification level of the Client does not correspond to the level necessary to redeem all money, the Client shall choose another identification level and perform required actions to change the Identification level. The Client agrees to perform actions necessary to redeem money and understands that this way Max Express aims to reduce the risk of fraud and complies with legal requirements of anti-money laundering and combating terrorist financing.

12.18. If, after Max Express terminates the Agreement with the Client, the Client does not choose a method to redeem his/her money and/or does not perform necessary actions to raise the Identification level (if necessary), Max Express can (but is not obligated to) redeem money of the Client by the method of money redemption which is available at the moment of redemption.

### 13. Confidentiality and Data Protection

13.1. The Parties undertake to protect each others technical and commercial information, except for publicly available information which has become known to them while executing the present Agreement, and do not transfer it to third parties without a written consent from the other Party or its representatives.

13.2. The Client agrees for Max Express to manage his/her Personal data with the aim to provide him/her services and execute other responsibilities under the present Agreement. The Parties guarantee protection of Personal data received while executing the present Agreement. Personal data is used to the extend necessary to execute the present Agreement. The mentioned Personal data cannot be disclosed to third parties without a consent from the subject of this data, except for cases provided for by the law or the present Agreement.

13.3. The period of data protection is 10 (ten) years (from the moment of termination of civil relationships), except when the legislation requires a longer data storage period. After the period of Personal data processing expires, the Party destroys Personal data at its possession.

13.4. The Client undertakes to protect and not disclose any Passwords created by or provided to him/her under the present Agreement or other personalized security features of Payment instruments to third persons and not to allow other persons to use services under the name of the Client. If the Client has not complied with this obligation and/or could, but have not prevented it and/or performed such actions on purpose or due to own gross negligence, the Client fully assumes the losses and undertakes to reimburse the losses of other persons, if they were incurred due to the indicated actions of the Client or his/her failure to act.

13.5. If the Client loses his/her Account Password or other Passwords or it (they) are disclosed not due to the fault of the Client or Max Express, or if a real threat has occurred or may occur to the Client's Account, the Client undertakes to change the Passwords immediately or, if s/he does not have a possibility to do it, notify Max Express thereof immediately (not later than within one calendar day) with the help of information instruments indicated in section 10. Max Express shall not be liable for consequences that have originated due to the notification failure.

13.6. After Max Express receives the notification from the Client indicated in clause 13.5., it shall immediately suspend access to the Client's Account and provision of Max Express services until a new password is provided / created for the Client.

13.7. Max Express draws Client's attention to the fact that the email linked to the Max Express Account and also other instruments (e.g. mobile telephone number), which under Client's choice are linked to his/her Max Express Account, are used as instruments for communication with the Client and/or Client identification instruments. Thus, these instruments and logins to them shall be protected by the Client. The Client is fully responsible for security of his/her email passwords and all the other instruments used by him/her and their login passwords. Passwords are secret information, and the Client is responsible for its disclosure and for all operations performed after the Password used by the Client for a relevant Account or another Payment instrument is entered. Max Express recommends to memorize Passwords and do not write them down or enter in any instruments where they can be seen by other persons.

13.8. Client's data protection issues are also regulated by the Supplement to the Agreement called "Privacy policy", which the Client has learned and undertakes to comply with.

13.9. Max Express has the right to transmit all collected important information about the Client and his/her activity to other law enforcement institutions, state authorities and financial institutions, if such duty is determined by the legislation, and in order to identify whether this Agreement and relevant legislation have not been and will not be violated.

13.10. The Client gives Max Express the right to undertake necessary measures, including but not limited to, submit necessary requests to third persons in order to establish the identity of the Client and accuracy of other data submitted by the Client directly or via third parties.

13.11. Max Express points out that in all cases it operates only as the service provider of the Client, which sends money to the Recipient under the request of the Client (money sender) and does not provide or offer any services exclusively to the Recipient until s/he becomes the Client of Max Express.

13.12. The Parties expressly agree that messages transferred via mail and email can be considered evidence when settling disputes between Max Express and the Clients.

## 14. Liability of the Parties

14.1. Each Party is responsible for all fines, forfeits, losses which the other Party incurs due to violation of the Agreement made by the guilty Party. The guilty Party undertakes to reimburse

direct damage incurred due to such liability to the affected Party. In all cases, liability of Max Express under the Agreement is limited by the following provisions:

14.2. Max Express shall only be liable for direct damages caused by a direct and essential breach of the Agreement made by Max Express, and only for such damages which could have been reasonably anticipated by Max Express during the breach of the Agreement.

14.3. In all cases, Max Express shall not be responsible for the profit and income the Client has not received, loss of Client's reputation, loss or failure of Client's business, and indirect damages.

14.4. Limitations of liability of Max Express shall not be applied if such limitations are prohibited by the applicable law.

14.5. Max Express does not guarantee uninterrupted System operation, because System operation can be influenced (disordered) by many factors which are beyond control of Max Express. Max Express shall put all efforts to secure as fluent System operation, as possible; however, Max Express shall not be liable for consequences originating due to System operation disorders if such disorders occur not due to the fault of Max Express.

14.6. Cases, when Max Express limits access to the System temporarily, but not longer than for 24 (twenty four) hours, due to the System repair, development works and other similar cases, and if Max Express informs the Client about such cases at least 2 (two) calendar days in advance, shall not be considered as System operation disorders.

14.7. Max Express is not liable for:

14.7.1. money withdrawal and transfer from the Max Express Account and for other Payment operations with money on the Client's Max Express Account if the Client has not protected his/her Passwords and identification instruments, and they have become known to other persons, and also for illegal actions and operations of third persons performed using counterfeited and/or illegal documents or illegally received data;

14.7.2. errors made by banks, payment systems and other third persons;

14.7.3. consequences arising due to disturbances of fulfillment of any Max Express obligations caused by a third party which is beyond control of Max Express;

14.7.4. consequences which arise after Max Express legally terminates the Agreement, cancels Client's Account or limits access to it, also after reasonable limitation/termination of provision of a part of the Services;

14.7.5. for goods and services purchased using Max Express account, and also for the other party, which receives payments from the Max Express Account, not executing any agreement;

14.7.6. default and damages, if the default or damage has been made due to Max Express fulfilling duties determined by the law.

14.8. The Client guarantees that all Client's actions related to execution of the Agreement will comply with the applicable legislation.

14.9. The Client is fully responsible for correctness of data and orders provided for Max Express and when filling in documents in the System.

14.10. If the Client is a Consumer, the Client bears all the losses that have arisen due to unauthorized Payment operations for the amount of up to 150 (one hundred fifty) Euro if these losses have been incurred due to: - usage of a lost or stolen Payment instrument; - illegal acquisition of a Payment instrument if the Client has not protected personalized security features (including identity confirmation instruments).

14.11. If the Client is not a Consumer and/or the Payment operation is carried out in the currency of a member country to/from a foreign country or in the currency of a foreign country, s/he bears all losses incurred due to the reasons provided for in clause 14.13.

14.12. The Client bears all losses incurred due to unauthorized Payment operations if the Client has incurred them acting dishonestly, due to his/her gross negligence or by intentionally not fulfilling one or several of the below indicated duties of the Client:

14.13.1. when using the Payment instrument, to comply with the rules regulating issuance and usage of the Payment instrument provided in the present Agreement or its Supplements;

14.13.2. if the Client finds out about loss, theft, illegal acquisition or unauthorized usage of the Payment instrument, and about facts and suspicions that personalized security features of his/her Payment instruments have become known to or can be used by third persons, s/he shall notify Max Express or the subject indicated by Max Express immediately, with compliance with the rules regulating issuance and usage of the Payment instrument provided in the present Agreement and its Supplements;

14.13.3. after receiving the Payment instrument, to undertake measures to protect personalized security features of the Payment instrument.

14.14. After the Client submits the notification indicated in clause 13.5 with the request to block the Payment instrument, Max Express bears losses of the Client incurred due to the lost, stolen or illegally acquired Payment instrument, except when the Client has acted dishonestly. Provisions of this clause are applied only to the Client who is a Consumer.

14.15. The present provisions of the Agreement, which are intended for Consumers, are not applied to Clients who are not Consumers and under the Agreement and/or its Supplements pursue aims related to their business, commercial or professional activity.

14.16. The Client shall check information about Payment operations performed on the Account at least once a month and notify Max Express about unauthorized or improperly carried out Payment operations, and also about any other errors, inconsistencies or inaccuracies in the Statement. The notification shall be submitted immediately, but not later than within 60 (sixty) calendar days after the day when Max Express, according to the Client, has performed the unauthorized Payment operation or has performed the Payment operation improperly. If the Client is a Consumer, s/he shall notify Max Express about an unauthorized or improperly carried out Payment operation in a currency of a member country to the country of the EU in written immediately, but not later than within 13 (thirteen) months after the date of debiting the money from the payment account. If during the indicated period of time the Client does not submit indicated notifications, it is considered that s/he has unconditionally agreed to the Payment operations carried out on the payment account. The Client shall submit to Max Express any information about illegal logins to the Account or other illegal actions related to the Account, and undertake all reasonable measures indicated by Max Express with the aim to initiate an investigation into the illegal actions.

14.17. The Party is relieved from the liability for failure to perform the Agreement if it proves that the Agreement has not been executed due to circumstances of Force Majeure which are proven in accordance with the procedure established by the law. The Client shall notify Max Express about Force Majeure circumstances which prevent execution of the Agreement in written within 10 (ten) calendar days after the day of occurrence of such circumstances. Max Express shall notify the Client about Force Majeure circumstances via email or on the System websites.

## 15. Client's disputes with Max Express

15.1. Max Express aims to settle all disputes with the Client amicably, promptly and on terms acceptable to Parties; thus, in case of a dispute, Clients are encouraged to, first of all, address Max Express directly. Disputes are solved by negotiation.

15.2. The Client may submit any claim or complaint regarding services provided by Max Express by sending a notification via email, making a phone call to the Client support number or sending a notification via Account.

15.3. The complaint shall specify circumstances and documents on the bases of which the complaint has been submitted. If the Client bases his/her complaint on documents which Max Express does not possess, the Client shall also submit such documents or their copies when filing the complaint.

15.4. Terms of examination of claims or complaints of Clients:

15.4.1. If the Client is a Consumer, Max Express will analyze the claim or complaint of the Client and inform the Client about the decision within 14 (fourteen) days, except when the legislation or other binding regulations related to provision of services (e.g. rules of international payment card organizations) establish a different period of time;

15.4.2. If the Client is not a Consumer, Max Express shall examine Client's claim or complaint and notify the Client about the decision not later than within 30 (thirty) days, except when legal acts or other Max Express binding acts related to provision of Services (e.g. rules of international payment card organizations) establish a different time limit.

15.4.3. If Max Express cannot provide the answer to the complaint of the Client within the time period specified in the clause 15.4.1 or 15.4.2, Max Express shall inform the Client about the reasons and indicate when the Client will receive the answer;

15.5. Max Express examine complaints of the Client free of charge.

15.6. If the Client is not satisfied with the decision of Max Express, the Client has the right to use all other legal remedies to protect his/her rights.

15.7. In case of failure to settle the dispute amicably or in other extrajudicial methods of dispute resolution, the dispute shall be settled by the courts following the procedure established by the law. A court shall be chosen according to the location of Max Express office. If the Client is a Consumer, s/he has the right to appeal to customer redress bodies under procedure set by the legislation.

15.8. The law of the Georgia is applicable to this Agreement, its Supplements, and to relations of the Parties which are not regulated by this Agreement, including cases when a dispute between the Client and Max Express falls within jurisdiction of a court of another state.

## 16. Final Provisions

16.1. Each Party confirms that it possesses all permits and licenses required under the applicable law that are necessary for the execution of this Agreement.

16.2. Titles of sections and articles of the Agreement are intended solely for convenience of the Parties and cannot be used for interpretations of provision of the present Agreement.

16.3. The Parties are liable to the state and other subjects for fulfillment of all tax obligations independently. Max Express shall not be responsible for execution of tax obligations of the Client, or calculation and transfer of taxes applied to the Client.

16.4. Max Express is in all cases an independent Party of the Agreement which does not control and does not undertake the responsibility for products and services which are paid for using Max

Express Services. Max Express does not undertake the responsibility that the buyer, seller or another party will fulfill the transaction with the Client.

16.5. The Client does not have the right to assign his/her rights and obligations arising out of this Agreement to third parties without a prior written consent from Max Express. Max Express reserves the right to assign its rights and obligations arising out of this Agreement to third parties at any time without a consent from the Client if such transmission of rights and obligations complies with the legislation.

16.6. If any provision of the Agreement is recognized invalid, the other provisions of this Agreement do not cease to apply.

16.7. The Agreement comes into effect as provided for in clause 2.4. of the Agreement. The Client can save the text of the Agreement during his/her registration in the System.

16.8. Links to websites given in the Agreement and Supplements regulating provision of separate services are integral parts of this Agreement and are applied to the Client from the moment s/he starts using the respective service.