

TERMS OF USE

CHOCOPAY

This website is operated by **CYPHER GOODS WHOLESALERS LLC**, located at Office No. 301A - Dubai Investment Properties (LLC) - Al Raqqa. If you have any questions or disputes, please contact us at info@chocopay.io.

Chocopay is a user-friendly virtual card platform for webmasters and client-users (hereinafter «User» or «You») on the Website <https://web.web.chocopay.io/> (hereinafter «web.chocopay.io» or «Website» or «Service»).

The use of the Website is subject to the compliance with these Website Terms of Use (hereinafter «Terms» or «Terms of Use»). These Terms shall also apply for any trial use of the Service. By using the Service, You agree to these Terms. If You do not agree to these Terms, please refrain from any use of this service. These Terms include the Terms of Use of the Website by User for the above purposes.

Chocopay reserves the right to amend the Terms of Use at any time by posting updated Terms of Use on the Website or in the User's personal account, without any prior notice by e-mail or otherwise. It is the User's responsibility to regularly check the Website and the personal account for any updates in Terms of Use. The User is deemed to have accepted such changes by default, while continuing to use the Website after the publication of these changes on the Website.

1. CREATING AND USING AN ACCOUNT

1.1. When registering on web.chocopay.io to create an account, You acknowledge and confirm that You are at least 18 years old and You are fully capable and fully agree with these Terms of Use. If You represent the interests of a legal entity for the purpose of which You create an account, You hereby certify that You are a legal representative of this legal entity. The account owner is solely responsible for the use of the account, and shall comply with all rules set forth in these Terms of Use of the Website, as well as all other terms of use posted on the Website.

1.2. As part of the registration process, You will need to provide an email address and create a password to log into the system, and provide details we requested. You acknowledge that for the registration purposes, You use Your personal e-mail address, and no third party has access to Your email and Your account.

1.3. Chocopay may refuse the use of a specific account name or email address during the registration without providing any ground. You are solely responsible for the accuracy of Your personal information and agree to keep Your password and account information confidential. Failure to do so will constitute a breach of these Terms and Chocopay reserves the right to cancel Your account.

1.4. You agree to immediately notify Chocopay of any unauthorized use of Your account or any other breach of security, including, but not limited to, the theft or unauthorized disclosure of Your password. In addition, You acknowledge and agree that You will be responsible for all activity performed on Your account.

1.5. Chocopay reserves the right to terminate or suspend access to Your account at any time. The reasons include, but are not limited to, Your violation of any of these Terms, including virtual card pricing offer terms, and if we are unable to verify any information provided by You to web.chocopay.io, and if we assume that Your actions are illegal, fraudulent, abusive, or may result in legal liability or other damage to Chocopay or any third party.

2. SERVICES

2.1. The virtual card or multiple virtual cards provided to You by Chocopay website is issued on behalf of, and funded by Chocopay. You may not use the Chocopay service or the virtual card to purchase any goods or services other than the goods or services that have been preauthorized by Chocopay. You may not use the virtual card to make a payment on any credit account with us or our affiliates. You may not use or permit Your account to be used to make any illegal or unauthorized transaction. Any unauthorized use of this virtual card will be considered theft and/or fraud, and will be declined and or reversed and may lead to deactivation of Your account among other remedies to which Chocopay may be entitled.

3. USE RULES

3.1. Right to Access. Chocopay hereby grants You permission to use the Website as set forth in these Terms of Use, provided that: (1) You will not copy, download or distribute any part of the Website in any form or medium without Chocopay's authorization; (2) You will not alter, modify, or make derivative works from any part of the Service without Chocopay's authorization; and (3) You will otherwise comply with these Terms of Use.

3.2. Scope of Use and Access. You agree and acknowledge that access to the Website is limited to the individual User, or in the case of a non-individual User (i.e., a company or other legal entity) (hereinafter "Entity User"), those individuals who are designated as authorized Users of the Website ("Authorized User(s)").

3.3. No Assignment or Sublicense. You shall not, and shall not permit others to, license, sublicense, sell, resell, transfer, assign, distribute, rent, lease, loan, or otherwise commercially exploit or make available to any third party, all or any part of the rights granted to You under these Terms of Use, the Website, or any content or materials accessible through the Website, in whole or part.

3.4. No Other Rights. No other rights are granted herein except as expressly set forth in this Agreement. Any and all other rights are expressly reserved to Chocopay.

3.5. Termination of User Accounts. Chocopay may, in appropriate circumstances and at its sole discretion, disable or terminate the accounts of Users who violate these Terms of Use, including, but not limited to, the accounts of (i) Users who post User Submissions that infringe copyrights, trademarks, rights of publicity, or other intellectual property rights, especially if they do so repeatedly and (ii) Users who provide false or inaccurate information. In the case of Authorized Users, Chocopay may pursue legal action against the Entity User that designated the Authorized User, for any damages suffered by Chocopay.

3.5.1. Chocopay reserves the right at its sole discretion, at any time, to suspend the User's account, terminate all or some of the User's cards, freeze the funds on the User's account for an indefinite period of time in case Chocopay considers activity on the account and/or with the cards as suspicious. Suspicious activity includes, but is not limited to, the following: mass transactions with declined status on the User's cards, mass refund transactions on the User's cards, other suspicious activity. Suspicious activity on the account may also result in penalties, charge of the transaction fee.

3.6. In relation with Your use of the Website and Account, You agree to:

- notify us per email if You want to permanently close Your account;
- not violate any applicable laws, decisions or regulation, including but not limited to regulations applicable to advertising activities, financial services, consumer protection, unfair competition, the prohibition of discrimination, racism, nationalism;
- not offer or distribute counterfeit goods, services, schemes, and actions (for example quick money-scheme), chain letters, pyramid schemes and not to engage in any unfair fraudulent activities;
- not violate the copyrights, patents, trademark rights, trade secret or other intellectual property rights, and rights of publicity or privacy of any person;
- not violate confidentiality and not disclose obligations that You have with other parties.

3.7. In relation with Your use of the Website and Account, You are prohibited to:

- modify, adapt, translate, create derivative works, decompile, disassemble or otherwise attempt to derive source code from the Website, its software or technology, or try to create a substitute or similar service, product or website through the use of or access to the Website or technologies associated with them;
- use viruses, Trojan horses, worms, or other computer programs that may damage, interfere with, surreptitiously intercept or expropriate any system, data or information, or use any device, software or routine that interferes with normal functioning of the Website;
- provide false personal information or create an account for anyone other than Yourself without permission;
- create more than one account;
- create another account without our permission, if We have disabled Your account;
- share Your password, let anyone else access Your account, or do anything else that might jeopardize the security of Your account;
- assign or transfer Your account or login information to anyone;

- use web crawlers, web robots, web scutters, ants, automatic indexers, bots, worms, and other such devices in connection with the Website;
- post, transmit or submit any confidential, false, misleading, unlawful, infringing, threatening, abusive, harassing, libelous, defamatory, discriminatory, obscene, inflammatory, scandalous, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate the law;
- upload, download, post, email or otherwise transmit any material that may infringe copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights of any party;
- use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party’s use of the Website;
- obtain or attempt to obtain any content through any means not intentionally made available or provided for through the Website;
- reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Website or any part of the Website, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this prohibition;
- facilitate gambling, gaming, raffles, lotteries, sweepstakes, and/or any other activity featuring the award of a prize;
- impersonate or misrepresent any person or entity or Your affiliation with someone else;
- misrepresent the source, identity, or content of information or works of authorship transmitted through the Website;
- remove, modify, disable, block, obscure or otherwise impair any advertising in connection with the Website;
- collect personally-identifiable information of other Users;
- harvest information about Users for the purpose of sending, or to facilitate or encourage the sending of, unsolicited bulk or other communications;
- solicit other Users to join, become members of, or contribute money to any online service or other organization;
- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain mail, petitions, charity requests, pyramid schemes, or any other form of solicitation;
- post or transmit any worms, viruses, Trojans, or other harmful, disruptive, or destructive files, code, or programs to the Website;
- stalk or otherwise harass any person or entity;
- harm minors in any way; or
- use any discussion forum on the Website to advertise or perform any commercial solicitation.

4. COPYRIGHT

4.1. The content, graphics, design, compilation, and other matters related to the website web.chocopay.io are protected in accordance with the laws of copyright, trademarks and other proprietary (including but not limited to intellectual property) rights. Copying, reproduction, framing, use or publication of any such matters or any part of the Website is strictly prohibited.

5. PAYMENTS

5.1. Transactions. If You wish to use services made available by or through Chocopay, as described on the Website (each such activity, a “Transaction”), You may be asked to supply certain information applicable to Your Transaction. Any information that You provide to Chocopay will be handled in the manner described in our Privacy Policy. You agree that all information that You provide in connection with Your Transaction will be accurate, current and complete. You agree to pay all charges incurred by You or any Users of Your account and virtual card at the price(s) set forth in the pricing offer term at the time of Your Transaction, however, such prices do not include and You must pay any excise, sales, use or like taxes associated with the Transaction. You agree that You will not attempt to conceal Your identity by using multiple Internet Protocol addresses or email addresses to use or to enter Transactions on the Website. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

5.2. Pricing. Pricing for Transactions, account top-up fee, card creation fee shall be as set forth in Your pricing offer terms provided to you by the Chocopay manager, which pricing may be changed by Chocopay from time to time. Chocopay may choose to temporarily change pricing for promotional events or new services.

5.2.1. Additional cards Fee. In case You require additional cards over the default number of cards provided under the pricing offer terms You shall make a request to the Chocopay manager. Additional cards are subject to the pricing rates set by the Chocopay. If you purchase additional cards the card creation fee is charged in advance across all of the cards requested. Once the card creation fee is paid, the requested number of cards becomes available for creation for your account. The User agrees that the card creation fee is non-refundable, i.e. when purchasing additional cards the fee paid is non-refundable even if the User has neither created the purchased additional cards nor used the additional cards.

5.3. Payment Restrictions:

5.3.1. The User is strictly prohibited under penalty of fine and account blocking to use Chocopay virtual cards for payment to merchants located in countries under sanctions, restrictions by Visa and MasterCard. This includes, but is not limited to, the following: any payment transactions to merchants registered or affiliated with the Russian Federation, Belarus, Syria, Afghanistan, Iran, Cuba, Sudan, Libya, Somalia, North Korea, Venezuela are prohibited. Prohibited are payments in the currency of countries that are under the sanctions and restrictions of Visa and MasterCard (e.g., ruble).

5.3.2. The User is strictly prohibited under penalty of fine and account blocking to use Chocopay virtual cards for payment of adult industry services (18+), e.g. paying adult services at OnlyFans.

5.3.3. The User is strictly prohibited under penalty of fine and account blocking from using Chocopay virtual cards for casino payments, including payments by virtual cards directly to casino operators, casino platforms and other gambling services.

5.4. Chocopay reserves the right to apply penalties to the User equal to those that is applied to Chocopay by the bank; block the User's account without refund in case of breach of clause 5.3 of the Terms of Use, usage of Chocopay virtual cards to pay for prohibited services and merchants from prohibited countries. By registering with Chocopay the User agrees with the requirements of clause 5.3 of these Terms of Use and the penalties that may be applied to the User for violation of the payment rules.

5.5. The User can request a refund at any time by contacting Chocopay support. The funds will be refunded to the User after the request. The refund can only be made to the wallet the User used to fund the Chocopay account. It takes up to 14 working days to process the request and refund funds to User.

6. LINKS TO THIRD PARTY WEBSITES

6.1. The Website may contain links or direct You to the websites owned or operated by third parties («third party websites»). We do not control and do not accept any responsibility for the operations of these third party websites and their properties, neither are we responsible for the content of these websites. You are using these third party websites at Your own risk.

7. WARRANTY DISCLAIMER

7.1. YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK AND THAT THE WEBSITE IS PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE FULLEST EXTENT PERMITTED BY LAW, THE CHOCOPAY PARTIES DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, AND OTHERWISE IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF AND ANY SERVICE, OR AGREEMENT WITH A THIRD PARTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, SECURITY, ACCURACY, THE USE OF REASONABLE CARE AND SKILL, AND NON-INFRINGEMENT, AS WELL AS WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, AND COURSE OF PERFORMANCE. WITHOUT LIMITING THE FOREGOING, CHOCOPAY DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ON THE WEBSITE OR ON ANY WEBSITES OR ONLINE SERVICES LINKED TO THE WEBSITE IS ACCURATE, COMPLETE OR CURRENT; THAT THE

WEBSITE OR ANY SERVICE WILL OPERATE WITHOUT INTERRUPTION OR ERROR; OR THAT THE QUALITY, SAFETY OR LEGALITY OF ANY CONTENT, PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE OR OTHERWISE FROM CHOCOPAY, OR AGREEMENTS YOU ENTER WITH THIRD PARTIES SUCH AS ADVERTISERS, SPONSORS, OR PARTNERS WILL MEET YOUR EXPECTATIONS. CHOCOPAY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DATA LOSS OR CORRUPTION), RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE, (III) UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR INFORMATION STORED THEREIN, (IV) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (V) BUGS, VIRUSES, TROJAN HORSES, DESTRUCTIVE COMPUTER CODES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (VI) LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. YOU ACKNOWLEDGE THAT CHOCOPAY HAS NO CONTROL OVER AND DOES NOT GUARANTEE THE QUALITY, SAFETY OR LEGALITY OF COURSES OR EVENTS ADVERTISED, THE TRUTH OR ACCURACY OF ANY USERS' OR ADVERTISERS' CONTENT OR LISTINGS, OR THE ABILITY OF ANY USER OR ADVERTISER TO PERFORM, OR ACTUALLY COMPLETE A TRANSACTION.

8. LIMITATION OF LIABILITY

8.1. In no event shall the Chocopay parties be liable to You or any third party for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from this website or Chocopay's products or services, including without limitation from any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from Your access to and use of the website, (iii) unauthorized access to or use of our servers and/or any and all information stored therein, (iv) interruption or cessation of transmission to or from the website, (v) bugs, viruses, trojan horses, or the like, which may be transmitted to or through the website by any third party, (vi) User submissions, (vii) third party websites, (viii) errors or omissions in any content; or (ix) any loss or damage of any kind incurred as a result of Your use of any content, Your business transactions or other interactions with any advertisers or sponsors wherein such content or advertisement is posted, emailed, transmitted, or otherwise made available via the website, whether based on warranty, contract, tort, or any other legal theory, and whether or not Chocopay is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. In all events,

the aggregate liability of the Chocopay parties, if any, shall be limited to the amount You paid Chocopay during the twelve months immediately preceding the date of the claim or \$100 whichever is greater.

9. DISCLAIMER

9.1. Chocopay takes no responsibility for uninterrupted operations of the Website under any circumstances. The Website maintenance activities may occur at any time. The Website does not bear responsibility for the actions of the Webmasters under any circumstances.

9.2. Chocopay may block Webmasters at any time without giving any ground and withhold from payments in the event of suspicion on the implementation by the latest of actions that violate the rules of the website and advertisement campaign.

10. FORCE MAJEURE

10.1. Neither Party shall be liable to the other because of failure or delay in the performance of their obligations under this Agreement due to force majeure, including, but not limited to, fires, hurricanes, war, governmental action, strikes, labour strikes, earthquake, natural disasters, or any other reasons arising beyond the reasonable control of that Party.

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**ANNEX TO THE CHOCOPAY TERMS OF USE (VERSION 1.0, DATED
SEPTEMBER 19, 2022)**

DATED 02.05.2024, SHALL BE EFFECTIVE AS OF 02.05.2024:

1.1. Dormancy policy. In case of no «pending» or «completed» status transactions on Your virtual cards within any of Your existing accounts, BINs for more than 30 days, Chocopay reserves the right:

- to cancel all of Your active and frozen virtual cards within any of Your existing accounts, BINs;
- to charge a fee in the amount set by the tariff plan in Your personal account for each transaction with «decline» status;
- to charge a monthly fee for account dormancy in the amount set by the tariff plan in Your personal account starting from the 2nd month of such dormancy.