

General Payment Service Agreement

Preamble

- a. Your service provider is an EMI, which will be disclosed in the Merchant Agreement. AJM facilitates cooperation with various Electronic Money Institutions (EMIs) to provide payment services to clients.
- b. AJ Mercury Solutions Ltd (hereinafter referred to as "AJM"), company code HE394695, registered address 67 Agias Fylaxeos St, Drakos House 3025 Limassol Cyprus, facilitates clients' access to EMI services, establishing legal relationships between clients and the service provider. AJM acts as an intermediary to the service provider and therefore serves as a data controller. AJM facilitates cooperation with various Electronic Money Institutions (EMIs) to provide payment services to clients.
- c. The following Terms and Conditions shall govern the use of AJM's online website, <http://www.gogo2pay.com/> and portal at account.gogo2.com, as well as any services provided by the Company.
- d. You can contact AJM at: Phone: +357 99 94 18 82, E-mail: support@gogo2pay.com, Address: 67 Agias Fylaxeos St, Drakos House, 3025, Limassol, Cyprus.
- e. This General Service Agreement, including its supplements, govern your use of the Services provided by AJM.
- f. Prior to agreeing to this document, please read it carefully, as it establishes the legally binding relationship between you, AJM, and the disclosed Electronic Money Institution (EMI). Your utilization of any Services described in this General Payment Service Agreement and its supplements implies your agreement to be bound by its terms.
- g. Please note that various terms in this General Service Agreement have defined meanings, which are set out in section 1.6 "Definitions."
- h. Conditions of separate Services provided by AJM are set in separate agreements for specific Services, which prevail over other provisions of this General Payment Service Agreement.
- i. Kindly note that you may access services offered by AJM's partners via AJM's system. By choosing to use such services, you are required to provide your information to the respective partner and accept their terms and conditions. AJM

functions as an intermediary between you and the service provider, and therefore holds no responsibility for the accurate provision of such services.

- j. This General Payment Service Agreement is concluded with you in English language, which will be the main communication language between the parties (unless otherwise provided).

1. Overview and General Terms

- 1.1. This General Payment Service Agreement for Clients (the "Agreement") is established between the disclosed Electronic Money Institution (EMI), AJM, and the Client.
- 1.2. Purpose of the Agreement: The Agreement delineates the fundamental terms and conditions that govern the relationship between the Client and AJM when the Client becomes registered in the System, an Account is established, and AJM account operations are conducted under the Client's name, utilizing the Services offered by AJM.
- 1.3. Specific Services, outlined in the Supplements to the Agreement, form an integral part of this Agreement. These Supplements become applicable to the Client once they have been acquainted with the Supplement's terms and commence utilizing the respective services. The terms specified in the Supplements take precedence over other provisions in the Agreement. When additional identity verification is necessary or if additional documents are required from the Client for new Services, these Services will only be activated upon the completion of the actions specified by AJM.
- 1.4. The Agreement holds significant importance and should be diligently reviewed by the Client before their registration in the System, opening of an Account, and utilization of AJM Services. We urge you to carefully examine the Agreement's terms prior to agreeing with them.
- 1.5. Both parties agree not to apply the following:
 - i. Limitation of Client losses due to unauthorized Payment operations, as stipulated in Article 39 of the European Union, United Kingdom, and Bahamas laws on Payments.
 - ii. The 13-month notification period for unauthorized Payment operations, as stipulated in Article 36 of the European Union, United Kingdom, and Bahamas laws

on Payments.

- iii. Burden of proof in connection with unauthorized Payment operations, as set forth in Article 37 of the European Union, United Kingdom, and Bahamas laws on Payments.

1.6. Definitions of Key Terms:

1.6.1 Acceptable language – English.

1.6.2 Account – The outcome of registration in the System, housing personal data of the registered Client, and assigning a login name while defining the Client's rights within the System.

1.6.3 Agreement – A pact between the Client and AJM, encompassing this general payment services agreement and all other Supplements referenced within the general payment services agreement or included as part of the information on AJM's websites.

1.6.4 AML – Anti-money laundering and terrorist financing, as stipulated in the European Union, United Kingdom, and Bahamas laws on the Prevention of Money Laundering and Terrorist Financing. Business day – A day when AJM provides its Services, as determined by AJM. Services directly provided by the disclosed Electronic Money Institution (EMI) are rendered on days designated by the EMI. Typically, business days align with calendar days, excluding Saturdays, Sundays, and official holidays as specified by the legal acts of the European Union, United Kingdom, and Bahamas, during which banking operations are ordinarily conducted in Lithuania. Both AJM and the EMI may establish distinct business days for various Services and will communicate these to the Client.

1.6.5 Client – Refers to a natural person or business client who becomes registered in AJM's system and holds an Account.

1.6.6 Business Client – Encompasses (i) a legal entity, (ii) a natural person operating under individual business/freelance certification, (iii) or an entity that lacks the legal person status yet functions in such a capacity. A Business Client must consistently operate for purposes linked to trade, business, craft, or profession to qualify. Should an Account in AJM's system be registered in the name of a natural person or used by a natural person for different purposes without notifying AJM about the alternate capacity, the Agreement shall remain binding for that Account holder under the "Client" definition, regardless of other circumstances.

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- 1.6.7 Client's representative – A natural person duly authorized to represent the Client. AJM reviews the validity of representation before establishing a business relationship with the Client.
- 1.6.8 Client identification – The process of verifying the Client's identity according to AJM's internal procedures.
- 1.6.9 Commission fee – A fee levied by AJM for the provision of Services.
- 1.6.10 Consumer - Refers to a natural person operating under this Agreement without pursuing aims aligned with business, commercial, or professional activities.
- 1.6.11 Electronic money – Monetary value electronically stored, represented by a claim against AJM, issued upon receipt of funds for facilitating payment transactions.
- 1.6.12 AJM account (AJM e-wallet) – A payment account established in the System in the Client's name, utilized for storing electronic money and executing Payment operations.
- 1.6.13 AJM sub-account – An additional AJM e-wallet established within the Client's AJM account, featuring a separate balance, used to store electronic money and perform Payment operations. This sub-account is associated with the master Client e-wallet/AJM account.
- 1.6.14 AJM sub-user – A natural person authorized by the master AJM account user, possessing access to specific features.
- 1.6.15 EMI – Refers to the disclosed Electronic Money Institution (EMI) as outlined in the Merchants Agreement, responsible for providing the services. All Services will be offered by the disclosed Electronic Money Institution (EMI).
- 1.6.16 KYC – AJM's process for verifying the identity of potential Clients and assessing their suitability/eligibility to establish and maintain a relationship with AJM.
- 1.6.17 Party – Refers to AJM or the Client.
- 1.6.18 Payer – A natural or legal person initiating a Payment order.
- 1.6.19 Payment instrument – Any payment instrument permitted by the System to link with AJM's account, enabling Payment operations using that instrument.
- 1.6.20 Payment order – An order from the Payer or Recipient to a payment services provider, directing the execution of a Payment operation.
- 1.6.21 Payment operation – A monetary transfer, payment, or withdrawal initiated by a Payer or Recipient, regardless of their position in the operation.

- 1.6.22 Payment services – Encompasses Payment operations, such as Payment transfers, credit transfers, issuance and acceptance of Payment instruments, and Payment operations using payment cards or similar instruments.
- 1.6.23 Payment transfer – A Payment operation involving the transfer of money to the AJM account at the Payer's initiative (resulting in the issuance of Electronic money to the Client), or the transfer of money from the Client's AJM account to a Recipient's payment account (resulting in the redemption of Electronic money).
- 1.6.24 Personal data – Information connected to a natural person whose identity can be directly or indirectly determined using specific features.
- 1.6.25 Pricing list – A roster of Commission fees and charges applicable to the Agreement and Services, as subject to AJM's amendments over time. This list is available on AJM's website.
- 1.6.26 PSP – A legally licensed payment service provider, including banks, credit institutions, electronic money or payment institutions, etc.
- 1.6.27 Recipient – A natural or legal person specified as the recipient in a Payment order.
- 1.6.28 Services – AJM's services encompassing the opening and maintenance of AJM accounts, issuance and redemption of electronic money, Payment services, and related services like currency conversion.
- 1.6.29 Security credentials – Any Client-generated password in the System, or OTP code provided by AJM, granting access to the AJM account or the initiation, management, and confirmation of Services provided by AJM, as well as the initiation, authorization, execution, confirmation, and reception of Payment operations. Security credentials also encompass personalized security features (including identity verification instruments) granted by AJM in relation to Payment instruments.
- 1.6.30 Statement – A document featured in the Account, offering information about executed Payment operations within a specific timeframe.
- 1.6.31 Supplement – An agreement between AJM and the Client concerning the provision and utilization of specific Services provided by AJM. Supplements may take the form of agreements, rules, declarations, plans, or other formats, and are integral components of the Agreement.
- 1.6.32 System – A software solution available on AJM's website, developed by AJM for delivering Services.

- 1.6.33 Unique identifier – A combination of letters, numbers, or symbols issued by AJM or another PSP to identify a payment service user and their payment account unequivocally, enabling payment transactions. In the context of this Agreement, unique identifiers could include AJM account IDs, IBANs, IBANs and BICs, or bank account numbers and BICs, among others.
- 1.6.34 Questionnaire – A form presented to the Client periodically to establish and maintain a business relationship between the Client and AJM.

2. Registration and Account Creation Process

- 2.1. To commence utilizing AJM's Services, the Client must complete registration in the System. This Agreement becomes effective and remains valid indefinitely (unless terminated according to the provisions outlined herein) once the Client completes registration in the System.
- 2.2. For registration in the System and the opening of an Account with AJM, the Client must complete the Questionnaire and provide all requested information and documents as specified in the Questionnaire.
- 2.3. The Client's registration in the System and the creation of an Account will be finalized only after all the following conditions are fulfilled:
- 2.3.1. The Client provides all information and documents reasonably required by AJM for performing the KYC/AML due diligence procedure, evaluating the Client's business and/or its customers' portfolio to assess risk, and ensure compliance with AJM and EMI's risk tolerance.
- 2.3.2. The Client acknowledges and accepts the terms and conditions of the Agreement, which are solely presented in English, demonstrating comprehension and consent to adhere to the Agreement.
- 2.3.3. The Client verifies the accuracy of provided data and/or documents during registration in the System. In case of necessary updates or additional information/documents, the Client will promptly furnish such data/documents at AJM's request.
- 2.3.4. The Client confirms its possession of full legal capacity required for establishing a legal relationship between the Client and AJM.
- 2.4. The Client's registration in the System signifies its understanding of the following:
- 2.4.1. Maintaining only one Account in the System is allowed. If the Client creates

- multiple Accounts, it should promptly inform AJM. Upon AJM's approval, the Client may have multiple Accounts. Breach of this provision could lead to Account suspension, invalidation of Payment operations, immediate Agreement termination, and potentially reporting to law enforcement authorities.
- 2.4.2. Providing accurate data/documents during System registration is mandatory. Any discrepancies must be reported promptly to AJM for correction. Failure to do so might result in Account suspension.
 - 2.4.3. The Account is strictly personal and exclusive to the Client, including the Client's representatives and AJM sub-users.
 - 2.4.4. Losses resulting from submitting invalid data/documents during registration will be borne by the Client.
 - 2.4.5. Familiarity with AJM's Pricing list for Services, available on AJM's website, is important and relevant to the Client.
 - 2.4.6. AJM retains the right to request additional information/documents related to the Client, Client's representative, or executed operations, as well as the right to require the completion and periodic updating of the Questionnaire.
 - 2.4.7. If the Client fails to provide requested additional information/documents within AJM's stipulated timeframe, AJM may suspend provision of Services or terminate the Agreement and close the Account.
- 2.5. AJM holds the following rights regarding the registration of the Client in the System and Account creation:
 - 2.5.1. The right to request data/documents for identifying the Client or obtaining essential information for Account establishment and proper Service provision. Specific data/documents required will be communicated to the Client during System registration.
 - 2.5.2. The right to request original documents, copies, or notarized copies of documents, apostilled or legalized, when necessary. AJM will notify the Client about document requirements.
 - 2.5.3. The right to request translation of documents into an Acceptable language, as per AJM's discretion. Client bears the costs for document preparation and submission.
 - 2.6. AJM retains the right to refuse Account opening to new Clients without disclosing reasons, while ensuring that such refusal will be based on significant, confidential grounds.

- 2.7. Upon completion of Client registration in the System, an Account is established. Once the Client registers in the System and an Account is created, an AJM account is opened for the Client after approval according to AJM's internal procedures. The AJM account operates in alignment with the principles outlined in sections 4 and 5 of the Agreement.
- 2.8. For AJM to initiate or continue Service provision, the Client must verify the Account, provision of new Services, or restoration of suspended Services. This verification is carried out as specified in the Agreement or as prompted by the System. The verification process ensures protection of the Client's and AJM's interests.
- 2.9. Notifications regarding Account confirmation, provision of new Services, or resumption of suspended Services are sent to the Client's provided email address.
- 2.10. Both Parties acknowledge that Clients may validate (sign) documents (e.g., agreements, consents) electronically, including but not limited to using qualified e-signatures.

3. Pricing of AJM's Services and Settlement Process

- 3.1. The Pricing list, accessible on AJM's website, details applicable Commission fees. Distinct Commission fees may be outlined in the Supplement specific to particular Services.
- 3.2. Should AJM reduce general Commission fees for Services and update the Pricing list, the revised fees apply, irrespective of whether the Client received notice per Section 11 of the Agreement. If Commission fees change as stipulated in Section 11, the new fees are implemented according to the Section 11 procedure.
- 3.3. Commission fees are deducted as follows:
 - 3.3.1. During Service execution, including refunding payment orders, the respective Commission fee, as indicated on AJM's website (<https://gogo2pay.com/>), is applied.
 - 3.3.2. Should Commission fees not be initially deducted during Service execution, AJM reserves the right to deduct them within 1 (one) month of Service execution.
 - 3.3.3. The Commission fee for a specific AJM Service is communicated to the Client before Service execution, unless otherwise noted in the Supplement or in relation to a specific Payment instrument or Service.

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- 3.4. The Client must maintain sufficient electronic money on their AJM account to cover the Commission fee. Insufficient funds for both the Payment operation and Commission fee result in non-execution of the Payment operation.
- 3.5. It is important to note that AJM may deduct the Commission fee from the Client's AJM account associated with the executed Payment operation or relevant Service provision, as well as from any other AJM account held by the Client.
- 3.6. Commission fees are payable in euros unless stated differently in the Supplement or referenced websites.
- 3.7. In cases where the indicated currency balance is inadequate to cover the Commission fee, AJM may, but is not obligated to, convert funds from different currencies in the AJM account to the required currency, using AJM's currency exchange rate published on its website. If multiple currencies are available, conversion will occur based on the alphabetical order of currency abbreviations.
- 3.8. If Commission fees due under the Agreement have not been deducted, including cases where the AJM account balance is insufficient, AJM will issue an invoice for the outstanding amount. The Client must settle this invoice within 5 (five) Business days following the instructions provided. Should the paid amount fall short of the payable Commission fees, AJM has the right to deduct the remaining balance from the Client's AJM account.
- 3.9. Failure to pay Commission fees for Services obliges the Client to pay a 0.05% daily interest rate on overdue amounts, as per AJM's demand.
- 3.10. AJM reserves the right to undertake debt collection or enforcement measures, potentially involving debt collection agencies or court proceedings, to recover owed amounts. The Client is responsible for all costs incurred during these measures.
- 3.11. The Client is advised that other PSPs may charge fees for transferring money from the AJM account to a payment account held with that PSP, as well as for transferring money from a payment account held with another PSP to the AJM account.

4. Opening and Managing AJM Accounts, Guidelines for Electronic Money Issuance and Redemption

- 4.1. AJM's provision of Services encompasses opening and maintaining AJM accounts,

- issuing and redeeming electronic money, conducting Payment operations, and offering other services linked to AJM accounts, such as currency conversion.
- 4.2. AJM has the authority to make changes to the scope, availability, and terms of its Services. Such modifications will be communicated to Clients in accordance with the procedures outlined in Section 11 of this Agreement.
 - 4.3. Payment operations can be executed by the Client through AJM's System. Clients must follow the instructions outlined in the System for initiating Payment operations.
 - 4.4. The Client understands and agrees that AJM may, as necessary, act upon Payment orders and execute Payment operations without seeking additional consent from the Client. The Client's submission of a Payment order via the System is considered explicit authorization for AJM to perform the corresponding Payment operation.
 - 4.5. The Client acknowledges that the execution of Payment operations is subject to AJM's internal processes and procedures. AJM may process Payment orders based on business days and cut-off times, which can vary for different Services.
 - 4.6. In cases where a Payment operation involves currency conversion, AJM will use its applicable exchange rate to convert the currency. This rate is made available to Clients in the System before executing the Payment operation. The exchange rate may differ from the rate provided by other financial institutions, and the Client agrees to the use of AJM's exchange rate.
 - 4.7. AJM reserves the right to delay or refuse the execution of Payment operations if:
 - 4.7.1. The Account lacks sufficient electronic money to cover the Payment operation amount and Commission fees.
 - 4.7.2. The Payment operation contravenes AJM's internal risk management and security policies.
 - 4.7.3. The Client fails to provide requested additional information/documents, or AJM requires further verification.
 - 4.8. The Client acknowledges that Payment operations may be subject to various regulatory requirements and sanctions, and AJM will comply with such regulations and sanctions. AJM may suspend or terminate Payment operations if they are considered suspicious, unlawful, or against AJM's risk management principles.
 - 4.9. AJM retains the right to monitor Payment operations and Account activity for

compliance with this Agreement and applicable laws. If AJM identifies suspicious or unusual activities, it may investigate further, suspend Services, or report such activities to relevant authorities.

- 4.10. The Client understands that AJM's provision of Services and execution of Payment operations are dependent on third-party service providers, such as banks and payment networks. Delays, interruptions, or errors caused by these third parties are beyond AJM's control, and AJM cannot be held liable for any resulting damages or losses.
- 4.11. The Client is responsible for verifying the accuracy of Payment order details before submission. AJM will execute Payment operations based on the details provided by the Client and is not responsible for errors or inaccuracies in the submitted Payment order.
- 4.12. AJM is authorized to disclose information related to Payment operations to relevant authorities, including but not limited to financial intelligence units, regulators, and law enforcement agencies, as required by applicable laws and regulations.
- 4.13. The Client is responsible for ensuring that its use of AJM's Services and execution of Payment operations comply with all applicable laws, regulations, and contractual obligations.

5. Utilization of AJM Account Features

- 5.1. The Client's Access and Payment Operations:
- 5.1.1. The Client is granted the ability to manage its AJM account and perform Payment operations through the following means:
- Via the internet by accessing its personal Account using its login name and Security credentials.
 - By utilizing Payment instruments linked to the AJM account (the "Payment Instruments" supplement applies upon the Client's agreement to its conditions).
 - By using other instruments designated by AJM, subject to the Client's agreement to the conditions associated with such instruments.
- 5.2. Payment Transfers from AJM Account:

- 5.2.1. Payment transfers from the Client's AJM account may be initiated to:
- Another AJM account belonging to the same Client.
 - Another user within the System, that is, another AJM Client.
 - Payment accounts held with Lithuanian, EU, and/or foreign PSPs (with the exception of PSPs in foreign countries where Payment operations are prohibited, and AJM informs the Client of such countries within the System).
- 5.3. Multi-Currency Account and Currency Exchange:
- 5.3.1. Funds may be held within the AJM account in various currencies. By maintaining funds in different currencies, the Client assumes responsibility for potential currency depreciation resulting from fluctuations in exchange rates. The currency exchange fee is determined by AJM's prevailing exchange rate at the time of conversion, and this fee is regularly updated and published on the AJM website.
- 5.4. Account Opening and Maintenance Fees:
- 5.4.1. The fees associated with opening and maintaining the AJM account are stipulated within the Agreement, its Supplements, and are accessible on the AJM website.
- 5.5. Payment Transfer Information Disclosure:
- 5.5.1. When executing Payment transfers involving currencies other than SEPA, and when the Client transfers funds from its AJM account to payment accounts held with other PSPs, AJM or its correspondent may be indicated as the Payer. Alongside the Payment transfer, the Recipient receives the following information:
- Detailed information about the initial Payer (the Client) is provided in the relevant field if supported by the applicable e-banking or payment system.
 - Detailed information about the initial Payer (the Client) is provided in the payment purpose field.
- 5.6. Setting Payment Operation Limits:
- 5.6.1. The Client is granted the authority to adjust the limits for Payment operations related to the AJM account. This can be accomplished by completing an additional Account confirmation procedure as outlined in the System, and setting new limits for Payment operations. These new limits become effective 12 (twelve) hours after the completion of the additional verification procedures. The Client is free to

establish limits according to their discretion; nevertheless, AJM retains the right to apply limits to the Client's AJM account without being obligated to provide specific reasoning. In all cases, these limits are set dynamically based on the Client's verification status and overall profile. The Client can verify the applicable limits within the System and will be notified of any changes via email.

5.7. Checking Account Balance and Statements:

5.7.1. The Client is granted the ability to review the balance of its AJM account and access Statements by logging into its Account. The Statements provide comprehensive information about all applied Commission fees and other charges deducted from the Client's AJM account during a specified time period.

5.8. Client's Confirmations and Obligations:

5.8.1. The Client affirms the following:

- Funds deposited into its AJM account are acquired through legal and legitimate means and not as a result of criminal or other illegal activities.
- The Client will refrain from using AJM's Services for any unlawful purposes, including actions and operations aimed at legitimizing funds obtained through criminal or illegal activities.

5.9. Electronic Signature and Actions:

5.9.1. Any confirmations, orders, requests, notifications, and other actions carried out by the Client through third-party websites or other platforms while logged into its AJM account and using appropriate identification mechanisms are considered as legally binding transactions confirmed by electronic signature.

5.10. Record-Keeping and Privacy:

5.10.1. AJM retains the right to record and store Payment orders submitted by the Client through agreed-upon channels, along with information regarding all Payment operations executed by the Client or based on the Client's Payment orders. This record-keeping adheres to the provisions outlined in AJM's Privacy policy and relevant legal statutes. Records related to this Clause may be presented by AJM to the Client or third parties authorized to receive such data under legal regulations, serving as evidence confirming the submission and execution of Payment orders.

6. Receipt of Payment Orders, Criteria for Payment Order Execution, and Declination Guidelines

- 6.1. Proper Execution of Payment Orders:
- 6.1.1. AJM commits to ensuring the accurate and proper execution of Payment orders initiated by the Client, in accordance with the terms and conditions established herein, as well as the legal requirements applicable.
- 6.2. Criteria for Payment Order Execution:
- 6.2.1. AJM will proceed to execute a Payment order if the following criteria are met:
- The Payment order contains all necessary information as required by AJM and is created in compliance with the specifications stipulated in the System, valid at the time of submitting the Payment order.
 - The Payment order has been authorized by the Client.
 - The AJM account possesses a balance in the relevant currency that is adequate and unrestricted for the Payment order's execution.
- 6.3. Clear and Executable Payment Orders:
- 6.3.1. Payment orders submitted by the Client must be formulated clearly, without ambiguity, and should be executable. AJM assumes no liability for errors, discrepancies, repetitions, or contradictions within Payment orders submitted by the Client, including the accuracy of the details provided in the Payment order. Should a Payment order be incomplete or include deficiencies, AJM holds the right to either decline execution or proceed based on the information provided in the Payment order.
- 6.4. Verification and Additional Documentation:
- 6.4.1. Before executing a Payment order initiated by the Client, AJM may request supplementary documents to validate the legal origin of funds associated with the Payment order. Such documents are required to align with AJM's AML Policy and pertinent Anti-Money Laundering regulations. If these documents are not furnished, AJM reserves the right to refuse Payment order execution, suspend other Services, or request additional documentation. AJM is not responsible for losses resulting from the refusal to execute a Payment order due to absent documentation.

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- 6.5. Validation of Submitted Documents:
- 6.5.1. In the event that documents presented by the Client do not adhere to the standards established by legal regulations or AJM, or if there are reasonable doubts regarding the authenticity or accuracy of the submitted documents, AJM reserves the right to decline the execution of Payment orders submitted by the Client. AJM may also suspend other Services and request supplementary documentation. AJM does not assume liability for losses arising from refusal to execute a Payment order in these circumstances.
- 6.6. Internet Payment Order Requirements:
- 6.6.1. To execute a Payment operation via the internet, the Client must complete a Payment order within the System and electronically validate their consent to execute the Payment order using the provided Security credentials.
- 6.6.2. Once a Payment order is submitted within the System, cancellation is not possible after the execution of the Payment order has commenced. The status of the Payment order and its cancellation options are visible within the Account.
- 6.6.3. If a Payment order is inaccurately completed, the Payment operation will not be executed, unless (i) AJM has executed the Payment order based on the data provided by the Client or (ii) AJM has initiated a correction or verification procedure to ensure the correctness of the information for Payment order execution.
- 6.7. Unique Identifier for Recipient Payment Orders:
- 6.7.1. When AJM receives a Payment order for transferring funds to the Recipient's payment account at another PSP, the Payment operation is conducted based on the provided Unique identifier within the received Payment order. The Unique identifier corresponds to the Recipient's payment account number in IBAN format, unless the Recipient's PSP uses an alternative account format. AJM bears no responsibility if the Unique identifier is absent or inaccurate, or if the Recipient's PSP requires a different Unique identifier for successful Payment operation execution. If AJM has executed the Payment order based on the Client's data, it is considered that AJM has fulfilled its obligations and will not refund the transferred amount to the Client.
- 6.8. Verification of Unique Identifier for Recipient Payment Orders:
- 6.8.1. AJM holds the right, though not an obligation, to validate whether the Unique identifier provided within a received Payment order corresponds to the name and

title (if applicable) of the payment account owner. However, if AJM has executed a Payment order based on the data provided by the Client in the Payment order (for instance, if the Client has entered an incorrect Unique identifier for the Recipient or other necessary details), AJM is committed to taking all reasonable steps to trace the Payment order and work towards recovering the funds utilized for Payment operation execution. If recovery efforts are unsuccessful, AJM will, upon the Client's request, provide available information to aid the Client in pursuing legal action to retrieve the funds, including the initiation of legal proceedings.

6.9. Additional Information for Payment Order Execution:

6.9.1. Should the need arise or as requested by authorities in other jurisdictions, AJM reserves the right to ask for supplementary information (e.g., the Recipient's name and title, a payment code) necessary for the accurate execution of the Payment order.

6.10. Transmission of Information in Payment Transfers:

6.10.1. When executing Payment orders instigated by the Client, AJM shall transmit the information provided by the Client within the Payment order (including the Client's personal data) to the relevant PSP, as specified by the Client in the Payment order.

6.11. Calculation of Payment Order Reception Time:

6.11.1. If the Client is the Payer, the Payment order is deemed received by AJM on the day of its receipt. If the time of receipt falls outside of AJM's Business Day, the Payment order is considered received on the next Business Day of AJM.

6.12. Calculation of Business Day Receptions:

6.12.1. If AJM receives a Payment order on one of its Business Days, but during non-business hours as stipulated by AJM, the order is considered received on the nearest following Business Day of AJM.

6.13. Execution Timeframes for Payment Orders:

6.13.1. Payment orders involving transactions between AJM System users are executed promptly, often within minutes (unless suspended due to circumstances outlined in legal acts and this Agreement), irrespective of AJM's business hours.

6.13.2. Payment orders within the EU/EEA using the SEPA transfer scheme are executed within 1 Business Day, provided the Payment order complies with applicable legal acts and the Agreement, during AJM's business hours.

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- 6.13.3. Payment orders within the EU/EEA but not denominated in EUR are executed within a maximum of 4 Business days, unless suspended due to legal or Agreement-based circumstances, regardless of AJM's business hours.
- 6.13.4. Payment orders involving destinations outside of the EU/EEA or within the EU/EEA but not denominated in EUR are executed within a maximum of 5 Business days, unless suspended due to legal or Agreement-based reasons. The Client can inquire with AJM to obtain further information about probable execution timeframes for specific Payment orders.
- 6.14. Situations Warranting Refusal of Payment Orders:
- 6.14.1. AJM reserves the right to decline the execution of a Payment order under the following circumstances:
- Incorrect completion of the Payment order (e.g., incorrect Unique identifier for the Recipient, incorrect requisites).
 - Reasonable doubt regarding the true originator of the Payment order.
 - Suspicion of fraudulent or illegal intent behind the Payment order.
 - Failure to provide requested additional documents (as specified in Clause 6.4).
 - Non-compliance of the Payment order with AJM's or its correspondents' risk appetite.
 - Other cases outlined in the Agreement and applicable legal acts.
- 6.15. AJM's Measures for Tracking Payment Orders:
- 6.15.1. In situations described in Clauses 6.14.1 and 6.14.2, AJM retains the right to:
- Request the Client to submit a new Payment order with correct information.
 - Request the Client to provide additional confirmation for the submitted Payment order.
 - Request documents verifying the rights of individuals to manage funds in the AJM account or other documents specified by AJM, at the Client's expense. In all cases, AJM acts to safeguard the Client's legal interests, and as such, it does not assume responsibility for losses resulting from the refusal to execute a Payment order.

6.16. Suspension or Termination of Payment Execution:

6.16.1. AJM reserves the right to suspend, cancel, reject payments, or freeze funds for internal investigations in cases where potential overlaps with OFAC Economic Sanctions Programs are identified.

6.17. Execution of Payment Orders on Restricted Accounts:

6.17.1. AJM shall not accept or execute Payment orders on the Client's AJM account if the funds within the account are frozen, the Client's right to manage the funds is legally limited, or operations are suspended in accordance with applicable legal acts.

6.18. Return of Funds due to Payment Order Errors:

6.18.1. If funds transferred pursuant to a Payment order are returned to AJM due to reasons beyond AJM's control (e.g., inaccuracies in the Payment order, closure of the Recipient's payment account), the refunded amount shall be credited to the Client's AJM account. Commission fees paid by the Client for the Payment order execution are non-refundable, and any other fees related to fund returns may be deducted from the Client's AJM account.

6.19. Handling Mistakenly Credited Funds:

6.19.1. In the event that the Client receives funds mistakenly credited to their AJM account or due to circumstances without legal basis, the Client is obligated to promptly notify AJM. The Client does not have the authority to utilize funds that are not rightfully theirs. In such instances, AJM reserves the right, and the Client provides irrevocable consent, to deduct the wrongly credited funds from the Client's AJM account without the need for a Payment order. If the Client's AJM account lacks sufficient funds to cover the wrongly credited amount, the Client commits to repaying AJM the erroneously credited funds within 3 Business days of receiving a request from AJM.

6.20. Standard and Urgent Payment Transfers:

6.20.1. Payment transfers may be categorized as standard or urgent. The Client has the choice to select the mode of Payment transfer when submitting the Payment order. If no selection is made, the Client is deemed to have initiated a standard Payment transfer.

6.21. Providing Accurate Information to Payers:

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- 6.21.1. When the Client is the intended Recipient of funds, they are responsible for furnishing detailed and accurate information to the Payer to ensure that Payment orders executed by the Payer's PSP align with the instructions outlined in the System and currently valid for the transfer.
- 6.22. Returns due to Payer Errors:
- 6.22.1. If AJM receives a Payment order directed to the Recipient but cannot credit the funds specified in the Payment order to the Recipient's account due to errors made by the Payer, AJM shall refund the funds to the Payer within 2 Business days.
- 6.23. Unresolved Payment Orders:
- 6.23.1. If AJM receives a Payment order that cannot be executed due to errors or insufficiency of information, and neither the Payer nor the Recipient contacts AJM to clarify the Payment order, AJM takes all feasible measures to track the Payment operation to obtain accurate information and carry out the Payment order (crediting funds to the Recipient's AJM account). To accomplish this, the following steps may be taken:
- AJM contacts the Payer's PSP, which initiated the transfer, and requests them to communicate with the Payer to rectify the information. This measure is implemented if electronic communication with the Payer's PSP is feasible.
- 6.24. Return of Unresolved Payment Orders:
- 6.24.1. If neither of the methods outlined in Clause 6.23 is feasible for tracing the Payment order or for other circumstances necessitating accurate information about the Payment order, the funds mentioned within the Payment order are retained in AJM's safeguarding account for a maximum period of 2 Business days before being refunded to the Payer. This process is enacted unless timely, accurate information is received that would permit the Payment order to be credited to the Recipient's AJM account.
- 6.25. Suspension due to OFAC Economic Sanctions:
- 6.25.1. AJM reserves the right to suspend, cancel, reject payments, or freeze funds if AJM identifies possible overlaps with OFAC Economic Sanctions Programs.
- 6.26. Record Keeping and Consent:
- 6.26.1. AJM reserves the right to record and retain any Payment orders submitted by the Client through agreed-upon means, as well as to record and store information concerning all Payment operations executed based on the Client's Payment orders.

This recording and storing of information is subject to AJM's Privacy Policy and relevant legal regulations. The records mentioned in this Clause may be furnished by AJM to the Client and/or third parties entitled to receive such information as evidence confirming the submission and execution of Payment orders.

7. Consent Provision and Withdrawal, Payment Order Cancellation

7.1. Consent and Authorization:

7.1.1. The Payment operation is considered authorized only if the Client provides consent. Consent for a Payment operation given to AJM intermediary acting on behalf of AJM is considered as given to AJM. Consent should be confirmed by Security credentials, codes, and/or other identity verification means. In all cases stipulated in this Clause, the consent shall be deemed duly approved by the Client, having the same legal validity as the paper document (the consent) signed by the Client (Client's representative). It is permissible as a means of proof in resolving disputes between AJM and the Client in courts and other institutions. The Client shall not be entitled to contest the Payment operation executed by AJM if the Payment order has been approved by the consent provided in the manner set out in this Clause.

7.2. Transfer of Personal Data:

7.2.1. The Client agrees that AJM will transfer personal data of the Client to persons directly related to the execution of the Payment operation. This may include international payment card organizations, companies processing information about payments by payment cards, the PSP of the Recipient, the operator of the payment system for execution of the Payment operation, intermediaries of AJM and/or the PSP of the Recipient, and the Recipient.

7.3. Cancellation of Payment Orders:

7.3.1. A Payment order cannot be cancelled after AJM receives it, except for cases provided in the Agreement or laws.

7.3.2. If the Payment operation has been initiated by the Recipient or via the Recipient (e.g., a Payment operation via a payment card), the Payer cannot cancel the Payment order after the Payment order has been sent or the Payer has given consent to the Recipient to perform the Payment operation.

7.3.3. Upon expiry of the terms stipulated in Clauses 7.3.1-7.3.2 of the Agreement, the

Payment order may be cancelled only in case the Client and AJM agree on this. In the cases stipulated in Clause 7.3.2 of the Agreement, the consent of the Recipient is also necessary.

7.4. Correction of Payment Orders:

7.4.1. If the Client submits an incorrect Payment order which has not yet been executed and is still eligible for cancellation, the Client may request the cancellation of the submitted Payment order or request its correction by contacting AJM.

8. Implementation of Security Measures

8.1. Authorization and Security Credentials:

8.1.1. To authorize the Payment operation, the Client shall be required to use Security Credentials.

8.2. Additional Security Measures:

8.2.1. AJM may introduce additional security measures for the additional Services or products. AJM will notify the Client of any such security measures in advance.

8.3. Responsibility for Security Credentials:

8.3.1. The Client is solely responsible for safely keeping Security Credentials.

8.4. Protection of Security Credentials:

8.4.1. The Client undertakes to protect and not disclose any Security credentials of the Account and/or Payment instrument, created by it or provided to it under the Agreement, 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 negligence, the Client fully assumes the losses and undertakes to reimburse the losses of other persons incurred due to the indicated actions of the Client or its failure to act.

8.5. Reporting Compromised Credentials:

8.5.1. If at any time the Client becomes aware or suspects that the Payment instrument and/or the Security Credentials of the Payment instrument and/or the Account have been lost, stolen, misappropriated, used without authorization or otherwise compromised, the Client, if there is such a possibility, shall immediately change the Security Credentials to avoid further unauthorized activities within the Account

and/or Payment instrument. The Client shall also notify AJM immediately (not later than within one calendar day) by means indicated in Section 10 of the Agreement, unless otherwise stated in the rules regulating issuance and usage of the Payment instrument provided in the Agreement and its Supplements.

8.6. Prompt Notification of Compromise:

8.6.1. The Client understands that any undue delay in notifying as per the Clause above may result in the Client being liable for any losses or damages arising from the above lost, theft, misappropriation, or unauthorized use of the Account and/or Payment instrument as prescribed in Clause 15.12 of the Agreement.

8.7. Suspension of Access and Services:

8.7.1. After AJM receives the notification from the Client as indicated in the Clause above, AJM shall immediately suspend access to the Account/block the Payment instrument of the Client and suspend provision of AJM Services until new Security credentials are provided/created for the Client and/or a new Payment instrument is issued to the Client.

8.8. Protection from Malware:

8.8.1. It is the Client's responsibility to ensure that any computer or other system, software, equipment, or device from which the Client accesses or uses the Account and manages AJM account is protected and free from any viruses or other malware and destructive components.

8.9. Protection of Communication Instruments:

8.9.1. AJM draws the attention of the Client to the fact that the email linked to the Account and also other instruments (e.g., mobile telephone number), which under the Client's choice are linked to its Account, are used as instruments for communication or identification of the Client. Therefore, these instruments and logins to them shall be protected by the Client, and any changes to the email and instruments must be reported to AJM within 3 (three) calendar days. The Client is completely responsible for the safety of its email passwords and all the other instruments used by it 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. AJM recommends memorizing passwords and not writing them down or entering them in any instruments where they may be seen by other persons. AJM sends reminders to the Client to change passwords every

180 days.

9. Client's Rights, Responsibilities, and Activities Not Allowed

- 9.1. Requirement to Update Information by the Client: 9.1.1. The Client commits to promptly, within a maximum of three calendar days, notify AJM of any modifications to the information or documents previously supplied by the Client. This includes details provided during System registration, as well as information linked to the Client's contacts, business operations, customer portfolio, financial status, legal position, corporate arrangement, beneficial ownership, etc. This holds true regardless of whether this information has been shared with public registers/authorities.
- 9.2. Supplementary Information upon Demand:
- 9.2.1. Throughout the ongoing business relationship, at AJM's request, the Client must furnish additional information and/or documents concerning the Client, its business undertakings, and the provision of Services. This is essential for effectively managing Anti-Money Laundering (AML) risks.
- 9.3. Regular Updates of KYC Information:
- 9.3.1. The Client will be periodically prompted by AJM to revise the Questionnaire and supply additional documents, data, and information linked to Know Your Customer (KYC) procedures. This is done to adhere to relevant legal regulations. AJM will inform the Client of the request and allocate a timeframe for submitting the required materials.
- 9.4. Verification of Payment Transactions:
- 9.4.1. The Client must periodically (at least once a month) review the Account Statements to authenticate Payment transactions. If the Client identifies improper or unauthorized Payment operations, they are obliged to inform AJM within three months of becoming aware of such issues.
- 9.5. Reporting Unsanctioned Activities:
- 9.5.1. The Client must furnish AJM with all accessible information regarding any unauthorized access to the Account or any illicit activities conducted by third parties as a result of such unauthorized entry, as outlined in Section 8 of the Agreement.
- 9.6. Assistance in Investigating Unauthorized Transactions:

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- 9.6.1. The Client agrees to assist in the inquiry of unapproved or inaccurately executed Payment operations.
- 9.7. Engagement of Third Parties:
- 9.7.1. AJM retains the authority to involve third parties, either partially or completely, in executing the Client's Payment order if the nature of the order demands it. If another Payment Service Provider (PSP) suspends the Payment order, AJM isn't accountable for this suspension but will endeavor to comprehend the underlying causes.
- 9.8. Prohibited Activities While Using AJM Services:
- 9.8.1. Failing to adhere to the terms of the Agreement, Supplements, and legal regulations, including but not limited to Anti-Money Laundering (AML) laws.
- 9.8.2. Infringing upon AJM's and third parties' rights to trademarks, copyrights, trade secrets, and other intellectual property rights.
- 9.8.3. Providing untrue, deceptive, or inaccurate information to AJM, or refusing to supply information or fulfill reasonable requests from AJM.
- 9.8.4. Disseminating false, deceptive, or inaccurate information about AJM and collaborative endeavors with AJM to third parties.
- 9.8.5. Executing or accepting transfers of unlawfully obtained funds, when the Client is aware of or should be aware of their illegitimate source.
- 9.8.6. Utilizing AJM's services in a manner that results in losses, liability, adverse legal consequences, or harm to AJM's business reputation or associated third parties.
- 9.8.7. Accessing AJM's Services from countries not approved by AJM.
- 9.8.8. Spreading computer viruses and engaging in activities that could disrupt the functioning of the System, damage information, or harm AJM's equipment.
- 9.8.9. Taking deliberate actions that disrupt the provision of AJM's Services to the Client or others, or impede the proper operation of the System.
- 9.8.10. Organizing illegal gambling, illicit trading of commodities, currency (e.g., Forex), stocks, indices, options, exchange-traded funds (ETFs), and engaging in prohibited trades of restricted goods as stipulated by the law.
- 9.8.11. Providing financial services or engaging in legally regulated trading activities in stocks, indices, commodities, currencies (e.g., Forex), options, and ETFs without AJM's prior written consent. If such services are intended, the Client must hold a

valid license from an EU member state or equivalent third country, monitored by competent authorities for adherence to these criteria.

- 9.8.12. Conducting legal gambling, lotteries, or other licensed activities without prior written consent from AJM. In case of such services, the Client must possess a valid license from an EU member state, monitored for compliance by competent authorities.
- 9.8.13. Enrolling with fictitious or unauthorized names, using anonymous phone numbers or email addresses from third parties or external websites.
- 9.8.13. Providing services that contravene the law or ethical standards.
- 9.8.14. Accessing the System as an anonymous user (e.g., via proxy servers).
- 9.8.15. Disclosing Account Security credentials and/or Payment instrument details to third parties or allowing others to use Services under the Client's identity.
- 9.9. Ramifications of Violation: 9.9.1. In the event of a Client's breach or if AJM suspects potential breach of the aforementioned prohibitions or involvement in the activities listed in the Prohibited Activities section, AJM reserves the right, at its complete discretion, to take various measures. These actions may include reversing Payment transactions, suspending or closing the Account, notifying relevant parties, initiating legal proceedings, and pursuing damages.
- 9.10. Compensation for Losses:
 - 9.10.1. The Client is obligated to compensate AJM for direct damages, penalties, and other monetary penalties incurred due to the Client's failure to adhere to or violation of the terms, including clause 9.8 of the Agreement, resulting from the Client's fault.
- 9.11. Liability for Losses:
 - 9.11.1. The Client assumes responsibility and agrees to indemnify AJM, fellow AJM Clients, and third parties for losses sustained due to the utilization of AJM's Services and violations of the Agreement or its supplements.
- 9.12. Notice of Breach Actions:
 - 9.12.1. AJM will inform about actions taken or consequences imposed against the Client or AJM due to the Client's breach of the prohibitions mentioned in Clause 9.8, unless legally restricted from doing so.

10. Exchange of Notifications, Client Communication, and Consultation Methods

10.1. Methods of Notifying:

10.1.1. The Client affirms their agreement to receive AJM notifications through the following means: 10.1.1. Posting them on the System's website.

10.1.2. Sending emails to the address provided by the Client during System registration.

10.1.3. Dispatching notifications to the address indicated by the Client during System registration.

10.1.4. Sending SMS messages if the Client has provided a mobile phone number exclusively.

10.2. Considered Proper Notification:

10.2.1. The Client acknowledges that any AJM notification delivered using the aforementioned methods will be considered as appropriately provided. Such notifications are deemed received by the Client within 24 (twenty-four) hours after they are posted on the System's website and sent to the Client via email.

10.3. Notifications to Multiple Parties:

10.3.1. When a Party to the Agreement comprises multiple individuals (such as joint Account holders), and AJM is aware of this situation, AJM reserves the right to direct notifications to the primary account user. The recipient of the information is responsible for relaying it to other authorized users of the Account.

10.4. Regular Review of Notifications:

10.4.1. The Client commits to regularly check their email and other communication platforms associated with the Account, as well as the System's websites, at least once per business day. This is to promptly recognize notifications regarding Agreement amendments.

10.5. Language of Messages:

10.5.1. All messages exchanged between the parties should be communicated in the approved language or the language in which the initial Agreement was provided to the Client for review.

10.6. Updated Contact Information:

10.6.1. The Client undertakes to maintain and promptly update on their Account the

contact details (phone number, email address, mailing address) that AJM can use for urgent communication with the Client or their representatives. The Client bears the consequences if AJM fails to deliver notifications due to outdated contact information.

10.7. Consultation and Communication:

10.7.1. The Client can obtain guidance on System-related matters and Agreement execution by submitting inquiries through various channels:

- Email addresses provided in the Agreement and on AJM's website.
- Mailing addresses indicated in the Agreement and on AJM's website.
- Contacting Client support.
- Filling out requests on the Account. All correspondence should be directed to AJM, regardless of whether a third party acts on behalf of AJM as the direct service provider defined in the Agreement.

10.8. Filing Formal Complaints:

10.8.1. If the Client wishes to lodge a formal complaint, they must follow the procedure outlined in Section 16 of the Agreement.

10.9. Notification of Technical Issues:

10.9.1. AJM will provide prior notice, as outlined in Clause

10.10. of the Agreement, about known and potential technical malfunctions affecting the System or third-party systems and equipment engaged by AJM in rendering services, and which consequently impact AJM's service provision.

- Changes in Technical Integration:

10.10.1. AJM retains the right to alter the technical integration solution for its services without constraints and at any time. Notices regarding changes necessitating software adjustments by the Client will be issued at least 7 (seven) days in advance. The Client bears the cost of implementing required changes on their end.

10.11. Access to Amendments:

10.11.1. The Client has the privilege of accessing the current amendments to the Agreement, Supplements, and if any Pricing list at any time on AJM's website.

11. Alterations to the Agreement Terms

11.1. Grounds for Alterations and Additions:

- AJM possesses the unilateral authority to modify and/or supplement the terms of the Agreement for the following reasons (with no limitations):

11.1.1. Revisions that benefit the Client.

11.1.2. Adjustments to enhance the clarity and comprehensibility of Agreement provisions for the Client.

11.1.3. Amendments necessitated to mirror changes or anticipated changes in internal policies, applicable laws, or regulations. This includes conforming to demands, decisions, or recommendations from courts, regulators, or competent authorities.

11.1.4. Changes required to bolster System security, enhance Services, introduce new services, replace existing ones, or withdraw services.

11.1.5. Adaptations to align with modifications in services delivered by AJM's partners or changes in AJM's partners altogether.

11.1.6. Revisions needed to reflect Commission fee increases, alterations to the Pricing list, the introduction of additional associated costs, or anticipated alterations in AJM's service-related costs.

11.2. Client's Absence of Authority to Amend:

11.2.1. The Client lacks the unilateral authority to alter and/or amend the terms of the Agreement.

11.3. Notice of Fundamental Amendments:

11.3.1. In the event of significant alterations to the Agreement, the Client shall receive notification at least 60 (sixty) calendar days in advance. Notification is deemed received by the Client once it's posted on AJM's website and sent to the Client, as stipulated in Clause 10.1 of the Agreement.

11.4. Exceptions to 60-Day Notice:

- The 60 (sixty) calendar days notification period doesn't apply in the following cases. Instead, notifications will follow the procedure outlined in Clause 10.1 if:

- 11.4.1. Changes result from alterations in mandatory legal requirements.
- 11.4.2. Commission fees for Services are decreased.
- 11.4.3. A new Service or a portion of a Service is introduced, which the Client can opt to use or not.
- 11.4.4. AJM makes non-essential amendments that focus on style, grammar, paraphrasing, or restructuring for improved comprehension. This includes providing examples and other modifications that neither curtail Client rights nor amplify Client liability.
- 11.5. Right to Terminate Agreement:
 - 11.5.1. If the Client disagrees with Agreement amendments or supplements, they retain the right to terminate the Agreement and close their AJM account. This requires notifying AJM 30 (thirty) calendar days in advance. Upon Agreement termination, both the Client's Account and AJM account will be closed in line with Section 13 of the Agreement.
- 11.6. Acceptance of Amendments:
 - 11.6.1. After the 60 (sixty) calendar days lapse, the amendments or supplements to the Agreement become effective, and using AJM Services signifies the Client's agreement to these changes.
- 11.7. Procedure for Supplement Amendments:
 - 11.7.1. Amendments to Supplements follow the process specified in the respective Supplement. If the Supplement lacks an amendment procedure, the alteration process and notification method detailed in this Agreement's section will apply.
- 11.8. Additional Terms via Separate Agreement:
 - 11.8.1. Both Parties can establish additional conditions not outlined in the Agreement or Supplements through a distinct written agreement. Upon the Client's request, AJM will prepare a draft agreement, forwarding it to the Client through means stipulated in Clause 10.1 of the Agreement (the agreement can also be formalized via a declaration). Should the Client consent to the draft, they sign and submit it to AJM via email. AJM reserves the right to request the Client to send the signed agreement by post with an original signature. This agreement becomes effective once the signed version reaches AJM, functioning as both a Supplement and an

integral part of the Agreement. AJM's signature is not required, and AJM is not obligated to return the signed agreement to the Client.

12. Temporary Service Suspension

12.1. AJM's Authority to Implement Measures: AJM reserves the prerogative to independently and prudently apply specific measures, factoring in the prevailing situation, while giving priority to complying with legal requisites applicable to AJM's operations, safeguarding the interests of the Client, AJM, and third parties. These measures can be enacted without prior notice and may include one or more of the following actions:

12.1.1. Suspending the execution of Payment operations.

12.1.2. Temporarily halting all or a portion of Services for the Client.

12.1.3. Restricting the Client's access to their Account.

12.1.4. Temporarily holding disputed funds in the Client's account.

12.1.5. Temporarily freezing the Account, which implies the complete or partial cessation of Payment operations within the AJM account. Also, freezing the Payment instrument, leading to full or partial prohibition of Payment instrument usage.

12.1.6. Under circumstances detailed in Clause 12.3 of the Agreement, returning frozen funds from the Client's AJM account to the original payer.

12.2. Scenarios for Implementing Measures: The measures specified in clauses 12.1.1 to 12.1.6 of the Agreement may be enacted solely under the following exceptional circumstances:

12.2.1. If the Client substantially breaches the Agreement or its Supplements, or if a credible risk of such breach emerges.

12.2.2. If the Client's activities through their AJM account possess the potential to compromise AJM's business reputation.

12.2.3. If the Client neglects essential identification procedures, fails to provide requested information or documents, or engages in proscribed activities as delineated in Section 9 of the Agreement.

12.2.4. If continuing to provide Services and the Client's activities may detrimentally impact legitimate interests of third parties.

12.2.5. In light of objectively justified concerns surrounding the safety of funds within the

AJM account and/or Payment instrument, or unauthorized or fraudulent use of funds in these instruments.

- 12.2.6. In the event of AJM's knowledge about theft, loss, illegal purchase, or unauthorized usage of the Payment instrument, or instances where the Security credentials of the Payment instrument are compromised or likely to be exploited by third parties.
- 12.2.7. When the Client notifies AJM about compromised Security Credentials of the Account and/or Payment instrument, prompting potential unauthorized access by third parties and misuse of AJM's Services or the Payment instrument.
- 12.2.8. If AJM receives credible information regarding the Client's dissolution or bankruptcy.
- 12.2.9. During operational maintenance, updates, upgrades, or technical issues in the System, and in cases of illegal interference, viruses, or malware impacting the System.
- 12.2.10. As mandated by applicable legislation.
- 12.2.11. As stipulated in the Agreement or its Supplements.
- 12.3. Freezing Funds in Fraudulent Activities:
- 12.3.1. The action described in clause 12.1.6 of the Agreement may be taken against the Client when AJM has reasonable grounds to suspect fraudulent activities. Initially, funds credited to the Client's AJM account from the Payer are frozen. If the Client doesn't comply within the specified timeframe (by completing additional identification steps, furnishing requested documents, or providing a substantiated explanation), the frozen funds may be returned to the Payer. This measure is also implemented when AJM is required by law enforcement to freeze and return funds to the Payer.
- 12.4. Notification of Implemented Measures:
- 12.4.1. AJM is obligated to promptly inform the Client about measures taken under Clause 12.1 unless revealing the rationale behind suspension, restriction, or notification is illegal or jeopardizes security interests of AJM or third parties. In cases where fund return is feasible, AJM must provide this information within 2 (two) Business days of suspending service provision, except when disclosure would compromise security measures or contravene legal statutes.
- 12.5. Suspension in Case of Criminal Activity:

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- 12.5.1. If there is reasonable suspicion that money laundering, terrorist financing, or other criminal acts are being conducted through the Client or their AJM account, AJM may suspend Services partially or entirely for a duration of 30 (thirty) days. AJM isn't required to justify this decision to the Client and can extend it indefinitely until charges are either dropped or confirmed.
- 12.6. Suspension in Case of Unauthorized Use:
- 12.6.1. In instances where AJM suspects unauthorized access and use of the Client's Account by third parties (indicative of compromised Security Credentials) or unauthorized use of the Payment instrument, AJM can partially or entirely suspend Services, block the Account and/or Payment instrument without prior notification. AJM will, however, promptly inform the Client about these actions and provide guidance on the steps necessary for resuming Services.
- 12.7. Account and Payment Instrument Unblocking:
- 12.7.1. AJM removes the block on the Account and/or Payment instrument (or replaces it with a new Payment instrument) when the grounds for blocking cease to exist.
- 12.8. Client-Initiated Account or Payment Instrument Blockage:
- 12.8.1. The Client can proactively request the Account and/or Payment instrument to be blocked through the process outlined in Clauses 8.5 and 8.6 of the Agreement. AJM may ask the Client to confirm the request in writing or an acceptable form. If the Client initiates blockage, AJM can only remove the block after receiving written confirmation from the Client, unless the Agreement stipulates otherwise. AJM may replace the blocked Payment instrument with a new one.
- 12.9. AJM's Accountability for Measures:
- 12.9.1. AJM is exempt from liability for losses incurred by the Client due to service suspension, Account and/or Payment instrument blockage, or other actions if these actions are conducted in line with legal requirements and procedures specified in the Agreement or its Supplements, and in accordance with circumstances outlined in these documents.
- 12.10. Holding Funds:
- 12.10.1. Compliant with legal protocol, AJM retains the right to withhold Payment operation funds for up to 10 (ten) Business days or a longer period as mandated by law, the Agreement, or its Supplements.

13. Termination of the Agreement

13.1. Notification of Account Inactivity:

- If there's been no activity on the AJM account for a year, AJM will communicate with the Client regarding potential actions, including:
- AJM's ability to close the account due to inactivity unless the Client objects within a designated timeframe.
- Application of Commission fees for account administration, including fee details.
- The Client's choice to close or transfer the AJM account upon request.
- Information concerning the consequences of Agreement termination as outlined in Clause 13.9.

13.2. Client's Right to Independent Termination:

- The Client has the right to unilaterally terminate the Agreement by providing written notice to AJM at least 30 days prior. Prior to termination, the Client must ensure that funds held in AJM account(s) are transferred to other payment accounts, unless the Agreement warrants service suspension. In cases where funds remain in the AJM account(s) upon Agreement termination, AJM will solely transfer these funds to a payment account held with another PSP, following the procedure stated in Clause 13.9.

13.3. AJM's Authority for Termination:

- AJM retains the right to independently terminate the Agreement, cease providing Services, and close the AJM account without specifying reasons. This termination will take place with a 14-day advance notice through the means described in Section 10 of the Agreement. This notice will also include information about the refund process specified in Clause 13.9.

13.4. Immediate Termination by AJM: AJM possesses the authority to immediately terminate the Agreement and Services for various reasons, including:

- Failure by the Client to meet AJM's due diligence criteria. Substantial changes in the Client's risk profile.
- Non-provision of requested information or documents.

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- Inaccuracy in information provided during due diligence.
 - Client's breach of representations and warranties.
 - Violation of the List of Prohibited Activities.
 - Contravention of applicable laws or regulations.
 - Potential harm to the System, AJM's interests, or third parties.
 - Client's involvement in bankruptcy, insolvency, or similar proceedings.
 - Unacceptable change in control over the Client.
 - AJM's legal obligation.
 - AJM's loss of authorization.
 - Inability to provide Services due to issues with third-party providers.
 - Other instances of Client breach.

13.5 Notification of Termination by AJM:

- When AJM exercises its right to terminate the Agreement based on reasons detailed in Clause 13.4, AJM will notify the Client using the means specified in Section 10 of the Agreement. This notification will also outline the refund process as per Clause 13.9.

13.6 Deductions and Reimbursements upon Termination:

- Upon Agreement termination, AJM will deduct various amounts from the AJM account(s), encompassing Commission fees for provided Services, fines, forfeits, losses, damages, and any other sums owed to AJM due to the Client's breach of the Agreement. AJM will also refund amounts previously paid to AJM due to the Client's breach, as well as sums paid to third parties or the state due to the Client's actions. If the AJM account(s) lack adequate funds for these deductions, the Client agrees to transfer the necessary sums to AJM's designated account within three business days. Any amounts reclaimed from third parties will be promptly returned to the Client by AJM.

13.7 Resolution of Disputes and Fund Retention:

- In case a dispute arises between AJM and the Client regarding matters stated in Clause 13, AJM retains the right to retain disputed funds until resolution is achieved.

13.8 Post-Termination Responsibilities:

- Termination of the Agreement does not exempt the Client from fulfilling outstanding obligations to AJM that were applicable prior to termination.

13.9 Notice and Instructions for Termination:

- Upon Agreement termination, AJM's notification to the Client will include the following information:
- Termination of the Agreement results in AJM account(s) closure. All funds in AJM account(s) must be transferred to payment accounts held by the Client or third parties at other PSPs. Electronic money can be redeemed through other appropriate Services until the termination date.
- The Client can continue using Services until the termination date unless suspension grounds are present under Section 12 of the Agreement.
- The Client must provide written notification to AJM, specifying the payment account at another PSP for transferring remaining funds from AJM account(s) post-termination. This notification must adhere to the means described in Section 10 of the Agreement. AJM has the right to request proof that the account belongs to the Client before proceeding.
- Any outstanding funds remaining in AJM account(s) post-termination will be safeguarded in a separate bank account established by AJM. AJM will transfer these funds to the Client if applicable.
- Failure to provide instructions within 14 days will result in AJM charging fees for safeguarding outstanding funds, deducted from the Client's remaining funds.
- Within three years from termination, the Client can request in writing to transfer outstanding funds from closed AJM account(s) to a specified payment account at another PSP. AJM will deduct safeguarding fees and require valid proof before executing the transfer.
- Not submitting a written request within three years from termination will forfeit the Client's right to claim safeguarded outstanding funds.

13.10 Reminder Notifications:

- When the Client hasn't specified a payment account for transferring

outstanding funds, AJM will periodically send reminders (at least once every 12 months).

13.11 Persistence of Specific Provisions:

- Certain Agreement provisions, such as those concerning liability, indemnification, confidentiality, and other matters, will continue to apply after the Agreement's termination.

14. Privacy and Safeguarding of Data

14.1. Confidentiality Obligations: The Parties are obligated to keep each other's technical and commercial information confidential. They must not disclose this information to third parties without written consent from the other Party or its legal representatives, except for publicly available information obtained during Agreement execution.

14.2. Data Management by AJM:

- The Client agrees to AJM managing Personal data, including its clients' data, for various purposes:
- Providing Services
- Supplying Service-related information upon request
- Marketing purposes such as tailored ads, sponsored content, and promotions
- Market analysis, Client assessment, and product improvement
- Handling claims and protecting AJM's interests in legal matters
- Other purposes with the Client's consent

14.3 Data Security and Disclosure:

- Both Parties commit to ensuring the security of Personal data received during Agreement execution. AJM may disclose Personal data to various entities, including service providers, payment service providers (PSPs), business partners, and others required by law or to protect legitimate interests.

14.4 Data Retention Period:

- Personal data related to Payment operations will be stored for 8 years after Agreement termination, unless extended by law. Other Personal data will be

retained for 5 years. Upon expiry, AJM will securely destroy the Personal data.

14.5 Privacy Policy:

- Data protection matters are also covered by the "Privacy Policy" Supplement to the Agreement, published on AJM's website. The Client acknowledges and agrees to follow this policy.

14.6 Data Transmission to Authorities:

- AJM may transmit collected information, including Personal data, about the Client and their representatives to law enforcement, state authorities, financial institutions, and supervisory bodies, as required by law or for compliance verification.

14.7 Identity Verification Measures:

- AJM may request information from third parties directly or indirectly to verify the Client's identity and submitted data (KYC procedure).

14.8 Service Limitation:

- AJM clarifies that it only serves as a service provider for the Client, sending money to the Recipient based on the Client's Payment order. Services to the Recipient only commence upon them becoming an AJM Client.

14.9 Recording of Conversations:

- AJM reserves the right to record digital conversations with the Client through various communication channels. Both Parties acknowledge these records as evidence in disputes. The Client can also record and store conversations for up to 5 years after Agreement termination.

14.10 Account and Data Sharing:

- The Client is informed that its AJM account number and necessary Personal data for Payment operations may be visible to other AJM users intending to make a Payment transfer to the Client, provided they have the Client's confirmed identifier.

15. Responsibilities of Involved Parties

15.1 Liability for Violation:

- Each Party is liable for fines, forfeits, and losses resulting from Agreement violations. The guilty Party must compensate the affected Party for direct damages caused by its violation.
- 15.2 Legal Framework and Client's Responsibilities:
- Parties' liability follows the laws and court precedents of the European Union, United Kingdom, and Bahamas. AJM is not liable for Client losses due to the Client's actions or lawful actions of the Client's customers. Exceptions are for negligence, fraud, or statutory liabilities that cannot be waived.
- 15.3 Exceptions to Liability:
- Liability exclusions do not apply to death or injury due to negligence, fraud, or statutory non-exclusionary liability.
- 15.4 Indirect and Consequential Losses:
- AJM is not liable for indirect or consequential losses like business loss or reputation damage, except as expressly stated in laws.
- 15.5 AJM's Limited Liability:
- AJM is liable for direct damages from essential Agreement breaches, foreseeing such damages at the time of breach. Compensation is capped at the average of the last 3 months' Commission fees or EUR 2,000 if calculation isn't possible. Indirect losses and loss of profits are excluded.
- 15.6 Unauthorized or Incorrect Payment Operations:
- AJM is liable for direct losses from unauthorized or incorrectly executed Payment operations if the Client notifies AJM within 3 months of the debit date. AJM's liability continues after Client's notification under Clause 8.5.
- 15.7 System Operation and Disruptions:
- AJM isn't responsible for disruptions in System operation beyond its control. Temporary access limitation for System maintenance isn't considered a disruption.
- 15.8 Limitations of Liability:
- AJM isn't liable for various circumstances, including losses due to unprotected Security credentials, errors by third parties, consequences of termination or limitation of Services, taxes, and more.
- 15.9 Client's Responsibility for Currency Losses:
- For Payment operations in foreign currency, the Client bears losses from

lost/stolen Payment instruments or illegal acquisition if Security credentials aren't protected.

15.10 Client's Liability for Losses:

- The Client bears losses from lost/stolen Payment instruments, unauthorized Payment operations, or other negligence if it didn't follow Agreement rules, notify AJM immediately, or protect Security credentials.

15.11 Client's Burden of Proof:

- If the Client denies authorizing or claims incorrect execution of a Payment operation, it must prove non-authentication, technical breakdown, or System deficiency.

15.12 Force Majeure and Liability Relief:

- A Party isn't liable for Agreement non-compliance due to force majeure circumstances, proven as per legal procedures. The Client must notify AJM within 10 days, and AJM must inform the Client within 7 days of such circumstances.

16. Applicable Law and Dispute Resolution for Client-AJM Cases

16.1 Amicable Resolution:

- Disputes are encouraged to be resolved amicably and promptly. Parties are advised to directly address AJM. Negotiation is the preferred method for solving disputes.

16.2 Submitting a Complaint:

- Clients can submit a written complaint about AJM services if their rights or interests are violated. Complaints can be sent via email or through the account and should include necessary details, evidence, and a description of the issue.

16.3 Completing Complaint Details:

- If a complaint lacks information, AJM may request additional details. Failure to provide requested information might result in complaint dismissal.

16.4 Processing Timeframe:

- AJM will examine the complaint and respond within 15 business days. If a timely response isn't possible, a preliminary response will be sent, explaining

the delay and providing a new timeframe, which shouldn't exceed 35 business days in total.

16.5 Reconsideration of Complaint:

- If dissatisfied with the decision, the Client can request a review, with AJM responding within 5 business days.

16.6 Legal Jurisdiction:

- If disputes cannot be resolved amicably, they will be settled in relevant courts with exclusive jurisdiction. The competent court will be determined based on the location of the AJM office.

16.7 Complaint to Bank/Authority:

- Clients who believe AJM has breached laws can complain to the Bank/Authority of the relevant jurisdiction. If the Customer is a Consumer, they have the option of submitting complaints to the Bank/Authority of the relevant jurisdiction for out-of-court dispute settlement.

16.8 Governing Law:

- The Agreement, its Supplements, and any unregulated relations between the Parties are governed by the laws of the European Union.

17. Final provisions

17.1 Permissions and Licenses:

- Both Parties confirm they possess the necessary permissions and licenses required by law for executing the Agreement.

17.2 Interpretation of Titles:

- Section and article titles in the Agreement are solely for convenience and should not be used to interpret the Agreement's provisions.

17.3 Assignment of Rights:

- The Client cannot assign its rights and obligations from the Agreement to third parties without AJM's prior written consent. AJM, however, can assign its rights and obligations without Client consent, as long as it complies with the law. AJM will inform the Client of any such assignment.

17.4 Invalid Provisions:

- If any provision of the Agreement is declared void, illegal, invalid, or unenforceable, it will be separated from the Agreement. The remaining provisions will remain valid and enforceable.

17.5 Links to Websites:

- Links to websites mentioned in the Agreement and Supplements are considered an integral part of the Agreement. They apply to the Client when using the respective Service.