

## DagPay Client Agreement

1. Dagpay is a payments assisting platform aimed at merchants wanting to accept Dagcoin for their products and services. It enables merchants to dynamically create invoices that clients can then pay using their DagWallet app or WebWallet. Dagpay keeps track of the payment process and notifies merchants services when the state of the invoice changes (invoice is created, payment initiated, transaction confirmed etc). This way Client's platform can be sure that the payment has been processed securely. The main features of the Service are: creating invoices, getting invoice state updates, managing environments, managing wallets, Getting transactions history, getting information about a specific invoice and getting user statistics.
2. **Client Agreement:** This Agreement ("Agreement") is a contract between Client and DagPay ("us", "we" or "The Company"). If this Agreement varies from the DagPay website, this Agreement controls.
  - 2.1. Client acknowledges that DagPay may at any time amend, delete or add to this Agreement by sending advance notice of the revised Agreement by e-mail or upon Client's log-in. Client's use of DagPay after such notice constitutes acceptance of the revised Agreement. If Client does not accept any Change, you must close your Account. This Agreement cannot be amended or waived except in writing by a DagPay authorized Officer.
  - 2.2. This agreement contains a pre-dispute arbitration clause in section 16. By signing this agreement Client acknowledges that this agreement contains a pre-dispute arbitration clause and that Client has received, read and understood the terms thereof. Any information obtained is maintained in accordance with the DagPay Privacy Statement.
  - 2.3. Acceptance of all terms of the Agreement is necessary in order to use the Service. DagPay may terminate this Agreement or its services to Client at any time.
3. **Key definitions:**
  - 3.1. "Client" means the registered DagPay Service's user.
  - 3.2. "Services" or "Platform" means all products, services, content, features, technologies or functions offered by us and all related websites, applications and services. DagPay Platform only assists electronic payments systems by providing digital invoicing solutions. DagPay is not an electronic payments platform.
  - 3.3. "DagPay Account" is the operational part of your Account to use Services.
  - 3.4. "*Force Majeure* Events" mean events caused by
    - (a) any inaccuracy, error, delay in, or omission of (i) any information, or (ii) the transmission or delivery of information;
    - (b) any loss or damage -  
arising from any event beyond DagPay's reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of

God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond DagPay's reasonable control (each, a "Force Majeure Event").

4. **Client Qualification:** Client warrants that his, her or its application is true and complete; and it/he/she will promptly notify DagPay of any information changes; and authorizes DagPay to make any inquiry to verify information. To be eligible for our Services, Client must:
  - 4.1. have full legal capacity and, if necessary, authorization to enter into a contract; and
  - 4.2. if Client is an individual, be at least 18 years old.
  
5. **DagPay Account:**
  - 5.1. Client's DagPay Account allows Client to use the Platform.
  - 5.2. **DagPay Account information and security:**
    - 5.2.1. In order to engage in any services, Client must create a DagPay Account and provide any requested information. DagPay may request Client to provide additional information if necessary.
    - 5.2.2. Client shall be responsible for any wrong information given during Account opening.
    - 5.2.3. DagPay may suspend or freeze the account or any privileges of the account if the Client has provided false information during registration.
    - 5.2.4. Client shall create unique passwords and keep them secret and secure for reasons of account security.
  
  - 5.3. **Responsibility for Client's actions:** Client acknowledges that DagPay identifies the client by username and password. If the client shares these unique parameters with others without notification to DagPay or if these parameters are stolen or lost, the client shall be responsible for the actions performed as DagPay only identifies transactions based on these parameters. Unless DagPay is notified and agrees, Client will not allow anyone to access Client's account. Client is responsible for the confidentiality and use of Client's user name/password and agrees to report any theft/loss of such user name/password, or any unauthorized access to Client's account, immediately by contacting DagPay customer support at support@dagpay.io.
  - 5.4. For Account closing procedures please refer to DagPay website.
  - 5.5. **Assignment:** Client may not assign or transfer any of Client's rights or obligations under these Terms without prior written consent from DagPay, including changes necessitated in connection with any change of control. DagPay may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining Client's consent or approval.
  
6. **Privacy Policy:** Please refer to our Privacy Policy here for information about how we collect, use and share Client's information.

7. **Fees and Charges:** The DagPay Service is free of charge unless specified in these terms or on the DagPay website.
8. **Consent to Electronic Delivery:** Client agrees and consents to receive electronically all communications, agreements, documents, receipts, notices and disclosures (collectively, "Communications") that DagPay provides in connection with Client's DagPay Account and/or use of the DagPay Services. Client agrees that DagPay may provide these Communications to Client by posting them via the Services or by emailing them to Client on the email address that Client provides during registration. Client should maintain copies of electronic Communications by printing a paper copy or saving an electronic copy. Client may also contact us through support: support@dagpay.io to request additional electronic copies of Communications.
9. **Withdrawal of Consent:** Client may withdraw Client's consent to receive electronic Communications by sending a withdrawal notice to support support@dagpay.io. If Client declines or withdraws consent to receive electronic Communications, DagPay may suspend or terminate Client's use of the Services.
10. **Updating Contact Information:** It is Client's responsibility to keep Client's email address and/or mobile phone number on file with DagPay up to date so that DagPay can communicate with Client electronically. Client understands and agrees that if DagPay sends Client an electronic Communication but Client does not receive it because Client's email address or mobile phone number on file is incorrect, out of date, blocked by Client's service provider, or Client is otherwise unable to receive electronic Communications, DagPay will be deemed to have provided the Communication to Client. Please note that if Client uses a spam filter that blocks or re-routes emails from senders not listed in Client's email address book, Client must add DagPay to Client's email address book so that Client will be able to receive the Communications we send to Client. Client can update Client's email address, mobile phone number or street address at any time by logging into Client's DagPay Account or by sending such information to support at support@dagpay.io. If Client's email address or mobile phone number becomes invalid such that electronic Communications sent to Client by DagPay are returned, DagPay may deem Client's account to be inactive, and Client may not be able to complete any transaction via our Services until we receive a valid, working email address or mobile phone number from Client.
11. **Suspicious Activity:** If DagPay has reasons to believe that a Client account has been involved in any fraud or crime or violation of laws or regulations, or has been accessed unlawfully, or is otherwise involved in any suspicious activity (whether victim or perpetrator or otherwise), DagPay may suspend or freeze the account or any privileges of the account. Without limiting the generality of the foregoing, Client agrees that Client will not:
  - 11.1. Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could

- damage, disable, overburden or impair the functioning of our Services in any manner;
- 11.2. Use any robot, spider, crawler, scraper, macro or other means or interface not provided by us to access our Services or to extract data;
  - 11.3. Use or attempt to use another user's account without authorization;
  - 11.4. Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that Client is not authorized to access;
  - 11.5. Develop any third-party applications that interact with our Services without our prior written consent;
  - 11.6. Client agrees not to use the DagPay Platform for goods or services that exploit children, incite hate crimes or racism, aid terrorism, encourage discrimination in any way or form, violate human rights, or are in any way contrary to good morals.
  - 11.7. Provide false, inaccurate, or misleading information; and
  - 11.8. Encourage or induce any third party to engage in any of the activities prohibited under this Section.
  - 11.9. Client agrees not to use DagPay services for any goods or services or products in violation of any provisions of law.
12. **Copyrights and Other Intellectual Property Rights:** Unless otherwise indicated by us, all copyright and other intellectual property rights in all content and other materials contained on our website or provided in connection with the Services, including, without limitation, DagPay logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "DagPay Materials") are the property of DagPay and are protected by international copyright laws and other intellectual property rights laws.
  13. **Trademarks:** "DagPay," the DagPay logo any other DagPay product or service names, logos or slogans that may appear on our Services are trademarks of DagPay and may not be copied, imitated or used, in whole or in part, without our prior written permission. Client may not use any trademark, product or service name of DagPay without our prior written permission, including without limitation any metatags or other "hidden text" utilizing any trademark, product or service name of DagPay. In addition, the look and feel of our Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of DagPay and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned through our Services are the property of their respective owners. Reference to any products, services, processes or other information, by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.
  14. **Discontinuance of Service:** We may, in our sole discretion and without liability to Client, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our Services.
  15. **Disclaimer of Warranties and Indemnification:**

- 15.1. Except as expressly provided to the contrary in a writing by us, our services are provided on an "as is" and "as available" basis. We expressly disclaim, and Client waives all warranties of any kind, whether express or implied, including and without limitation implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to our services, including the information, content and materials contained therein. Client acknowledges that information Client stores or transfers through our services may become irretrievably lost or corrupted or temporarily unavailable due to a variety of causes including software failures, protocol changes by third party providers, internet outages, *force majeure* events or other disasters including third party DDoS attacks, scheduled or unscheduled maintenance, or other causes either within or outside our control. Client is solely responsible for backing up and maintaining duplicate copies of any information Client stores or transfers through our services.
  - 15.2. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumer, so some or all of the disclaimers in this section may not apply to Client where they are discounted by law.
  - 15.3. Client agrees that DagPay is not responsible for any damage or loss that may arise from or in connection to the use of third party cryptocurrency wallet services providers.
  - 15.4. Client agrees that DagPay is not responsible for any damage or loss to third parties that may arise from or in connection to the the goods or services provided by the Client to third parties through the DagPay Platform.
  - 15.5. Client understands that DagPay does not offer the resale or exchange of cryptocurrencies and understands that the value of said currencies is subject to market fluctuations.
  - 15.6. Client guarantees to use the Platform for providing only high quality goods and services.
  - 15.7. Client agrees to defend, reimburse or compensate ("indemnify") DagPay and hold DagPay, the people who work for us or who are authorised to act on our behalf harmless from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of Client's or Client's employees' or agents' (or, where a third party otherwise acts on Client's behalf with Client's permission, that third party's) actions and/or inactions, breach of this Agreement, breach of any law, breach of the rights of a third party, use of Client's DagPay account and/or use of the Services, our infrastructure, our websites, our software and our systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf.
16. **Pre-dispute arbitration clause. By signing this arbitration agreement the parties agree as follows:**
- 16.1. Client agrees that any controversy, dispute, claim, or grievance between DagPay and Client arising out of, or relating to, this Agreement, or any provision of the Client Agreement or any other agreement between DagPay

and Client; or any breach of such transactions or agreements, shall be resolved first and foremost through negotiations.

- 16.2. Client agrees that any controversy, dispute, claim, or grievance between DagPay and Client arising out of, or relating to, this Agreement, or any provision of the Client Agreement or any other agreement between DagPay and Client; or any breach of such transactions or agreements, that has not been solved through negotiations, shall be resolved by arbitration.
- 16.3. Any dispute, controversy or claim arising out of or in connection with the Terms of Service or the breach, termination or invalidity thereof, shall be finally settled in the Arbitration Court of the Estonian Chamber of Commerce and Industry (ECCI) in Tallinn on the basis of this regulation of the Arbitration Court.
- 16.4. The Rules for Expedited Arbitrations shall apply, unless the ECCI in its discretion determines, taking into Account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply.
- 16.5. The seat of arbitration shall be The Estonian Court of Arbitration in Estonian Chamber of Commerce and Industry.
- 16.6. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.
- 16.7. The arbitral tribunal shall be composed of a sole arbitrator.
  - 16.7.1. If the Arbitration Court is not established by the Parties in accordance with this clause and the provisions of the regulation of the Arbitration Court, this Arbitration Court will be established by the Council of the Arbitration Court of the Estonian Chamber of Commerce and Industry.
- 16.8. The language to be used in the arbitral proceedings shall be English.