

TERMS OF USE

Payniq is an advertising agency offering a user-friendly platform providing service access to various advertising platforms and other services to users in advertising market.

The website <https://payniq.com/> is owned and operated by **Payniq**. The use of this website, the Services, the content and information available on this website (collectively the "**Services**") shall be subject to acceptance of and compliance with the terms and conditions set forth in these terms of use (collectively, the "**Terms of Use**" or "**Terms**") and elsewhere on this website. The terms "**you**," "**your**", "**yours** ", and "**yourself**" refer to all visitors and users to this website. Your agreement to comply with and be bound by these Terms of Use is deemed to occur upon your first use of the website.

provides Services exclusively for advertising and marketing purposes, offering tools and solutions designed to support promotional campaigns and enhance the visibility of clients' businesses or initiatives. This is achieved by facilitating collaboration with various advertising agencies and platforms, as well as enabling the purchase of traffic through the performance of agency functions.

The use of the **Payniq** is subject to the compliance with these Terms of Use. These Terms shall also apply for any trial use of the service. By using the service, you agree to these Terms. If you do not agree to these Terms, please refrain from any use of this service.

Moreover, **Payniq** does not and will not grant you any right or license to access, browse or the services without your willingness and ability to be bound by all of the terms and conditions of this document.

Payniq reserves the right to amend the terms of use at any time by posting updated Terms of Use, without any prior notice to users by e-mail or otherwise.

Your responsibility is to regularly check the website for any updates in Terms of Use. The user is deemed to have accepted such changes by default, while continuing to use the website after the publication of these changes on the <https://payniq.com/>.

Registration process

When registering on **Payniq**, you acknowledge and confirm that you are at least 18 years old or under the jurisdiction of your country of residence, your age allows you to use the Service, and you are fully capable and fully agree with these Terms of Use in case you are natural person. If you represent the interests of a legal entity for the purpose of which you create an account, you hereby certify that you are an authorized representative of this entity and the entity is active and legally incorporated in appropriate jurisdiction and is not under the procedure of bankruptcy or strike-off.

Using the Services, you agree to receive marketing information with the latest news, benefits, offers and marketing campaigns from Payniq.

The owner of account is solely responsible for the use of the account, and shall comply with all rules set forth in these Terms of Use as well as all other policies and rules posted on the <https://payniq.com/>.

As part of the registration process, you will need to provide an email address and create a password to log into the system, and provide contact details. You acknowledge that for the registration purposes you use your personal/corporate e-mail address, and no third party has access to such an email and your account. You are solely responsible for the accuracy of your personal and/or corporate's information and agree to keep your password and account information confidential. Failure to do so will constitute a breach of these Terms and **Payniq** reserves the right to cancel your account. You agree to immediately notify **Payniq** of any unauthorized use of your account or any other breach of security, including, but not limited to, the theft or unauthorized disclosure of your password. In addition, you acknowledge and agree that you will be responsible for all activity performed on your account.

In case you provide your account data to any third party or will not take the necessary measures to keep your data confidential **Payniq** is not liable under any circumstances for your losses and damages.

Payniq reserves the right to terminate or suspend access to your account at any time. The reasons include, but are not limited to, your violation of any of these Terms, including payment terms, and if we are unable to verify any information provided by you, and if we assume that your actions are illegal, fraudulent, abusive, or may result in legal liability or other damage to **Payniq** or any third party.

Use of Service. Rights and obligations

Upon completion of registration process on the platform, our team will contact you to specify details on further cooperation within the framework of using the Service.

Upon agreement of abovementioned, the platform issues you the invoice to start using the Service. The platform provides access to its Services only upon receipt of an advance payment. You receive the access to the Service within a business day or other term agreed by the parties after receiving the prepayment by the platform. The payments can be made via wire transfer or other methods.

You undertake not to provide access to the account to any third parties, otherwise the platform is entitled to block your access to Services immediately, as well as to withhold any funds on your account balance as a fine for violation these Terms.

The platform provides you with the support on any issues during the period of using the Services.

The platform is not responsible for your actions and / or inaction in connection with the use of Service.

You can delete your account in the platform at any time upon the email request to Payniq - info@payniq.com.

To comply with applicable anti-money laundering and counter-terrorism financing regulations, we may be required to collect, verify, and maintain certain information about you to fulfill our legal and regulatory obligations. You agree to provide us with all requested information and documentation necessary to enable us to meet these obligations. Additionally, you undertake to promptly notify us of any changes or updates to the information or documentation previously provided.

We will provide you with information regarding all transactions recorded on your account by granting access to an account statement. You acknowledge and agree that the account statement shall serve as the primary evidence of the transactions carried out by you. In the event of any discrepancies between the transactions recorded on your account and those actually performed, or in cases of unauthorized transactions, you agree to furnish us with all relevant documentation and information necessary for resolution.

Furthermore, you are obligated to inform us, in accordance with this Terms, of any circumstances or events that come to your attention and may result in unfair advantage to you or financial losses to us.

Remuneration

The remuneration of the platform for the Service provision is determined for each user individually and specified in user's account in Payniq.

The remuneration is not subject of any chargeback except for the cases when you were not able to get access to Service due to only platform's fault.

The limited license of use.

Payniq grants you a non-transferable, non-exclusive limited license to use the website in order to implement permitted by the applicable legislation activities.

Your license is valid until the termination of the use of the website. This license will terminate if you fail to comply with the Terms of Use of the website and applicable laws and regulations. **Payniq**, as the owner of the website, also has other rights in addition to the above.

Rules and restrictions

In relation with your use of the Services, you agree:

- to not break the rules, including but not limited to, these Terms of Use, the Privacy Policy or any other agreement or regulation which are posted on the website.
- to not violate any applicable laws or regulations, including but not limited to regulations applicable to advertising activities, financial services, consumer protection, unfair competition, the prohibition of discrimination, racism, nationalism.
- to not offer or distribute counterfeit goods, services, schemes, and actions (for example quick money-scheme), chain letters, pyramid schemes and not to engage in any unfair fraudulent activities.
- to not violate the copyrights, patents, trademark rights, trade secret or other intellectual property rights, and rights of publicity or privacy of any person.
- to not violate confidentiality and not disclose obligations that you have with other parties;
- to remove any advertisement data if it is:
- defamatory, libellous, pornographic, threatening, and inciting for violence;
- humiliate or demean a person or group of people on religion, gender, sexual orientation, race, ethnicity, age or disability basis.
- contain false, inaccurate or misleading information;

In case the Payniq is the agent for your purposes you are obliged do not engaged the Payniq in illegal advertising campaigns, services, do not use the Payniq resources for any illegal activity, activity which can violate third parties' rights and interests. You are fully liable for all actions you perform under provided Payniq account and with any Payniq resources.

You are prohibited:

- to offer or otherwise distribute any form of sexual services, including, but not limited to, any pornographic materials and services, any materials and services that require age limit and so on.
- to open a new account on the platform, if your previous was blocked in the event of violation of the Terms;
- to falsify headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the website;
- to modify, adapt, translate, create derivative works, decompile, disassemble or otherwise attempt to derive source code from the website, its software or technology, or try to create a substitute or similar service, product or website through the use of or access to the website or technologies associated with them;
- to use viruses, rojan horses, worms, or other computer programs that may damage, interfere with, surreptitiously intercept or expropriate any system, data or information, or use any device, software or routine that interferes with normal functioning of the website.

Copyright

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

Links to third-party websites

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

You should be satisfied that such third-parties is genuine and has taken adequate steps to safeguard your information before proceeding with any transactions and supplying them with the card or payment details (if any). You will take all reasonable steps to safeguard the privacy, confidentiality, and security of your credentials.

Refund policy

Refund could be applied only upon written request containing reasons for your refund. Refund requests will be evaluated individually, and a determination will be made at our sole discretion based on the specific circumstances of each case. The refund sum is limited to the amount of unused funds.

A refund request will be considered legitimate **ONLY** if it has been sent from the email used for user's account registration.

Refund is not acceptable in case there was a breach the Terms of Use, Privacy Policy or other terms and conditions agreed by the parties or applicable legislation.

Disclaimer

Payniq takes no responsibility for uninterrupted operations of the website under any circumstances. Website maintenance activities may occur at any time. The website does not bear responsibility for the actions of the users under any circumstances. **Payniq** may block user at any time without giving any ground and withhold any funds in the event of suspicion on the implementation by the latest of actions that violate the rules of Services. **Payniq** can block users in case of violation of the rights of third parties by the content of the advertising materials, which will be known to the **Payniq**.

Payniq is independent contractor and operates exclusively as advertising agency. Platform does not operate as financial intermediary or financial agent and does not provide any kind of services refer to monetary intermediary. Payniq activity in not subject of any licensing or authority's approval.

Limitation of Liability

Payniq' obligation or liability under these Terms is limited to the total sums paid by you to **Payniq** during 6 months preceding the claim but cannot exceed 500 EUR in any case. Any action, suit, or proceeding against the other party to these Terms of Use must be brought within one year after the termination of use of the Platform.

You agree that **Payniq** shall not be liable to you or any third party, including other users of the Service, for any consequential, exemplary, special, incidental, or punitive damages. This includes but is not limited to loss of goodwill, lost profits, business interruption, or loss of programs or other data, even if advised of the possibility of such damages or claim. The limitations of liability are important to ensure that both parties understand the extent of their obligations and

potential risks under these Terms of Use.

No remedy or election shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

You agree to indemnify, defend and hold us harmless from any third-party claims, damages, liabilities, losses and/or expenses (including reasonable attorneys' fees and expenses) arising out of your access to or use of the platform, your violation of these Terms of Use, or the infringement by any other user of your account, for violations of any intellectual property or other right of any person or entity. We will promptly notify you of any such demand, loss, liability or claim and will provide you with reasonable assistance, at your expense, in defending against any such demand, loss, liability, claim or expense.

When making any transactions, you shall be obliged to supervise all actions with the card, and shall be responsible in full for risks arising as a result of your payment card servicing.

Force majeure

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

Applicable law and Dispute resolution

These Terms of Use will be interpreted and governed based on the laws of the Gibraltar without considering rules regarding conflicts of law. By using the Service, you irrevocably agree to the exclusive jurisdiction of Gibraltar courts in any disputes related to or arising from the use of the Services. Nevertheless, our team will make best efforts to resolve any dispute via negotiations for mutual benefit.

Miscellaneous

Terms of Use constitute the entire agreement between you and **Payniq** with regard to your use of this website, and any and all other written or oral agreements or understandings previously existing between you and **Payniq** with respect to such use are hereby replaced and cancelled. **Payniq** will not accept any other Terms of Use, and any such offers are hereby rejected. **Payniq** failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by **Payniq** of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between **Payniq** and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties. If any of the provisions of these Terms of Use are held by a court or other authority of competent jurisdiction to be void or unenforceable, such provisions shall be limited to the minimum extent necessary and replaced with a valid provision that best contains the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect.

Payniq reserves the right, at its sole discretion, to modify these Terms of Use at any time. It is your sole responsibility to check these Terms of Use regularly for changes. Your ongoing use of the website following the upload of any modifications will mean that you accept and agree to them.

Please do not hesitate to contact us if you have any questions regarding the Terms via info@payniq.com.