PUBLIC OFFER
FOR THE USE OF THE OPayments PAYMENT SERVICE

This document constitutes an offer made by OSOLUTION LIMITED, a company incorporated under the laws of Hong Kong, company registration number 80210378, registered address: 7/F MW TOWER 111 BONHAM STRAND SHEUNG WAN HONG KONG (hereinafter referred to as the "Service Provider"), and addressed to foreign legal entities pre-approved by the Service Provider for connection to the OPayments payment service.

This Offer sets out the terms and conditions for connection to and use of the Service, processing of Payments, making of Payouts, processing of Refunds and resolution of Payment Disputes, as well as the rights, obligations and liability of the Service Provider and the Client. The agreement between the Service Provider and the Client shall be entered into by Acceptance of the Offer in the manner set out herein.

TERMS AND DEFINITIONS

– **"Offer"** means this document posted on the Internet at: opayments.io/public-offer, including any appendices, regulations, rules, Individual Terms and other documents referred to herein;

– **"Service Provider"** means OSOLUTION LIMITED, which provides the Client with access to the Service and renders technical, informational, payment and settlement support services in relation to the Client's Transactions;

– **"Client"** means a foreign legal entity pre-approved by the Service Provider, which has obtained access to the Service and uses it to accept and process Payments from Users in connection with the sale of Client Products;

– **"Service"** means the OPayments payment and technology service available on the Internet at https://opayments.io and comprising software, technical, informational, payment and settlement tools used to connect the Client, process Payments, record Transactions and make Payouts;

– **"Website"** means the website of the Service available at https://opayments.io, including its pages, interfaces, forms, payment pages and other elements;

– **"Account"** means a secure section of the Service and/or a combination of software interfaces and technical tools through which the Client obtains information about Transactions, generates payment instruments, requests Payouts and performs other available actions;

– **"Access Token"** means a unique sequence of characters, electronic key, link, software identifier or other means provided by the Service Provider to the Client for access to the Account and identification of the Client within the Service;

– **"Acceptance"** means the Client's full and unconditional acceptance of the terms and conditions of the Offer by obtaining access to the Account, receiving and/or using the Access Token, or performing any other actions expressly provided for by the Offer or the functionality of the Service;

– **"User"** means an individual or legal entity purchasing a Client Product and making a Payment using the payment infrastructure available through the Service;

– **"Client Product"** means any goods, works, services, digital products, subscriptions, access rights, content or other products independently offered by the Client to Users under the Client's own responsibility;

– **“Payment”** means a transaction whereby a User pays for a Client Product using a payment page, payment link, payment instrument, bank, payment system, payment provider or another payment method available through the Service;

– **“Transaction”** means any action related to the initiation, processing, confirmation, recording, cancellation, refund, dispute, withholding, payout or other movement of funds and/or settlement amounts in connection with the use of the Service;

– **“Settlement Participants”** means banks, acquirers, payment systems, payment providers, payment agents, settlement partners, payment service providers and other persons participating in the acceptance, processing, confirmation, refund, dispute or payout of Payments;

– **“Payment Infrastructure Rules”** means the rules, fees, restrictions, requirements, procedures, technical terms, verification rules, refund and Payment Dispute procedures, limits, reserve requirements and blocking rules established by the Service Provider and/or Settlement Participants or otherwise applicable to the relevant Transaction;

– **“Settlement Balance”** means an accounting record maintained in the Service or in the Service Provider’s internal systems and reflecting confirmed Payments, Payouts, the Service Provider Fee, Refunds, Payment Disputes, the Reserve, withholdings, fines, expenses and other settlement indicators relating to the Client;

– **“Payout”** means the transfer or other provision to the Client of an amount due to it following the processing of Payments, less the Service Provider Fee, Refunds, Payment Disputes, the Reserve, withholdings, fines, the Client’s outstanding indebtedness and any other amounts subject to withholding in accordance with the Offer;

– **“Service Provider Fee”** means the fee payable for access to the Service and the services provided under the Offer, calculated as an individually determined percentage of the amount of processed Payments;

– **“Refund”** means a full or partial refund of the Payment amount to the User initiated by the Client, the Service Provider, a Settlement Participant, the User, a bank, a payment system, a competent authority or on any other grounds;

– **“Payment Dispute”** means any procedure for disputing, cancelling, withholding, debiting or compulsorily refunding a Payment at the initiative of a User, bank, payment system, Settlement Participant or other authorised person, irrespective of the name given to such procedure;

– **“Reserve”** means an amount of funds or another settlement equivalent temporarily withheld by the Service Provider from amounts payable to the Client to cover potential Refunds, Payment Disputes, fines, claims, losses and other risks relating to the Client’s activities and Transactions;

– **“Client Documents”** means registration, corporate, financial, banking and other documents and information relating to the Client, its representatives, beneficial owners, activities, website, Client Products, sources of funds, Users and Transactions;

– **“Individual Terms”** means the terms and conditions of use of the Service agreed in respect of a particular Client, including the amount of the Service Provider Fee, payment routes, currencies and settlement assets, payment methods, the procedure and timing of Payouts, limits, the amount of the Reserve and other financial, technical and organisational parameters;

– **“Reporting Data”** means data contained in the Account, electronic registers, data exports, notices, system-generated responses, logs, information received from Settlement Participants and the Service Provider’s internal accounting records reflecting Payments, Payouts, the Service Provider Fee, Refunds, Payment Disputes, the Reserve and other settlement indicators.

Terms not defined in this Section shall be interpreted in accordance with the text of the Offer, the Individual Terms, the Payment Infrastructure Rules, the functionality of the Service, the ordinary meaning of the relevant terms and applicable law.

1. GENERAL PROVISIONS

1.1. This Offer constitutes a proposal by the Service Provider to enter into an agreement for the use of the Service on the terms and conditions set out herein with a foreign legal entity pre-approved by the Service Provider for connection to the Service.

1.2. The posting of the Offer on the Website does not, in itself, create any obligation on the part of the Service Provider to connect any applicant to the Service. Connection shall be carried out only after the Service Provider has completed the necessary checks and made a decision to approve the Client.

1.3. The agreement between the Service Provider and the Client shall be deemed concluded upon the Client's Acceptance of the Offer.

1.4. Acceptance of the Offer shall occur when the Client obtains access to the Account, including by receiving and/or first using the Access Token provided by the Service Provider following approval of the connection.

1.5. Submission of an application, provision of documents, completion of checks, agreement of individual connection parameters or participation in negotiations shall not constitute Acceptance and shall not create any obligation on the part of the Service Provider to provide access to the Service.

1.6. By effecting Acceptance, the Client confirms that it has fully reviewed the Offer, understands its contents and legal consequences, accepts it without comments or objections, and has received and accepted the Individual Terms established for it. The Client's representations concerning its status, authority, activities and the accuracy of the information provided shall be governed by Section 11 of the Offer.

1.7. The Individual Terms shall form an integral part of the agreement between the Service Provider and the Client and may be communicated to the Client through the Account, by email, messenger, notice from the Service Provider or another agreed communication channel.

1.8. In the event of any conflict between the general terms and conditions of this Offer and the Individual Terms, the Individual Terms shall prevail in respect of the relevant matter.

1.9. The Client may not transfer access to the Service or use the Service for the benefit of another person without the Service Provider's prior consent.

1.10. The Offer shall apply to all Transactions of the Client carried out using the Service following Acceptance, unless otherwise expressly provided by the Individual Terms.

1.11. Each Transaction shall be governed by the version of the Offer in force at the time the relevant Transaction is carried out, unless otherwise expressly provided by the Offer.

1.12. The procedure for amending the Offer and the consequences of continued use of the Service following such amendments are set out in Section 14 of the Offer.

2. SUBJECT MATTER OF THE OFFER AND STATUS OF THE PARTIES

2.1. The Service Provider shall provide the Client with access to the Service and render technical, informational, payment and settlement support services in relation to the Client's activities involving the acceptance, processing and recording of Users' Payments and subsequent settlements with the Client, and the Client shall comply with the Offer, provide the necessary information and documents, independently perform its obligations to Users and pay the Service Provider Fee.

2.2. The Service Provider's services shall include connecting the Client to the Service, providing payment and technical tools, processing and recording Payments and other Transactions, providing Reporting Data, making Payouts, conducting necessary checks, and performing other technical, informational and settlement actions required for the operation of the Service.

2.3. The Client shall independently offer and sell Client Products, determine their range, description, price and the procedure for their provision, cancellation and refund, and shall be the sole person responsible to Users for the performance of the relevant obligations.

2.4. The Service Provider shall provide payment-related technical, informational and settlement support for Transactions only and shall not act as the seller, supplier, manufacturer or provider of Client Products, or as a representative or guarantor of the Client vis-à-vis Users.

2.5. The Service Provider shall not be liable for the legality, quality, safety, availability or provision of Client Products, except where the relevant adverse consequences result from a culpable breach by the Service Provider of its own obligations under the Offer.

2.6. A Payment made by a User using the payment infrastructure available through the Service shall be deemed to have been made in favour of the Client. The acceptance and processing of a Payment by the Service Provider and/or Settlement Participants shall not alter the parties to the relationship between the Client and the User.

2.7. The Client shall independently resolve all requests and claims from Users relating to Client Products and their purchase, provision, cancellation or refund, unless the relevant circumstances were caused by a culpable breach by the Service Provider of its own obligations under the Offer.

2.8. The Client shall ensure that, before making a Payment, the User is provided with information identifying the Client as the seller or service provider, a description of the Client Product, its price, the terms of its provision, the cancellation and refund procedure, and any other information required under applicable requirements.

2.9. Without the Service Provider's prior written consent, the Client may not identify the Service Provider in its user-facing documents, on its website, in its interfaces, advertising or communications with Users as the seller, supplier, service provider, guarantor or person obliged to provide a Client Product.

2.10. The Service Provider may engage banks, payment agents, payment systems, payment providers, settlement and technical partners and other Settlement Participants for the performance of the Offer.

2.11. The involvement of such persons shall not alter the status of the Service Provider or the Client and shall not create any direct rights of claim by the Client against such persons, unless otherwise expressly provided by the applicable rules.

2.12. Connection of the Client, provision of access to the Service or processing of individual Payments shall not constitute confirmation by the Service Provider of the legality of the Client's activities or Client Products and shall not deprive the Service Provider of the right to conduct subsequent checks, restrict Transactions or discontinue the provision of services.

2.13. This Offer constitutes a framework document. Specific payment routes, payment methods, currencies, settlement assets, limits, the Payout procedure, the amount of the Service Provider Fee, the Reserve and other parameters shall be determined by the Individual Terms and the functionality of the Service.

3. CONNECTION TO AND USE OF THE SERVICE

3.1. To connect to the Service, an applicant shall submit an application to the Service Provider and provide the requested information and Client Documents.

3.2. The Service Provider may request documents and information required for:

3.2.1. identifying the Client, its representatives and beneficial owners;

3.2.2. verifying the Client's legal capacity and authority;

3.2.3. assessing the Client's activities, website and Client Products;

3.2.4. verifying sources of funds, payment details and intended Transactions;

3.2.5. assessing financial, legal, payment, sanctions-related, technical and reputational risks;

3.2.6. ensuring compliance with the requirements of the Service Provider, Settlement Participants and applicable requirements.

3.3. The decision on connection shall be made by the Service Provider at its sole discretion based on the results of its checks. The Service Provider may refuse connection without giving reasons, unless it is required to provide such reasons under applicable requirements.

3.4. Following approval of the connection, the Service Provider shall provide the Client with access to the Account by issuing a unique Access Token.

3.5. Access to the Account shall be obtained using the Access Token and/or other means of identification provided by the functionality of the Service.

3.6. The Access Token constitutes confidential information. The Client shall ensure its security and shall not disclose or transfer it to third parties.

3.7. Actions performed using the Access Token or other means of identification of the Client shall be deemed to have been performed by the Client until the Service Provider receives notice of unauthorised access and technically blocks the relevant means of access.

3.8. If the Access Token is lost, disclosed or compromised, the Client shall immediately notify the Service Provider and cease using it. The Client shall bear the risk of use of the Access Token before such notice and blocking, unless the compromise was caused exclusively by culpable actions of the Service Provider.

3.9. The Service Provider may block, revoke, replace or reissue the Access Token in order to ensure the security of the Service, comply with the requirements of Settlement Participants or mitigate other risks.

3.10. Connection and technical interaction may be carried out through the Account, an application programming interface, payment links, payment pages and other technical channels provided by the Service.

3.11. The Client shall comply with the technical documentation, data formats, integration requirements, restrictions and other instructions of the Service Provider.

3.12. The Service Provider may modify the functionality of the Service, technical requirements, data formats, integration methods and other technical parameters of the Service where necessary for its development, security, operational stability or compliance with the Payment Infrastructure Rules.

3.13. The Client shall independently bear the costs of technically integrating its information systems with the Service and shall be responsible for the proper operation of the software and equipment on its side.

3.14. The Client shall provide the Service Provider only with accurate, complete, current and lawfully obtained information relating to orders, Users, Client Products and Transactions.

3.15. The Client may not use the Service for sham, illegal, fraudulent, disputed, high-risk or unapproved transactions, or for accepting Payments that are not connected with valid obligations of Users to the Client.

4. PAYMENTS AND TRANSACTIONS

4.1. The Client shall initiate a Payment by submitting through the Account, an application programming interface or another available channel a request to create a payment link, payment page or other payment instrument.

4.2. To initiate a Payment, the Client shall provide the Service Provider with the information required by the functionality and technical documentation of the Service, including the Payment amount, order identifier, information about the Client Product and the User, and other parameters of the relevant Transaction.

4.3. The Client shall be responsible for the accuracy, completeness, currency and lawfulness of the information provided, the correspondence of the Payment amount to the price of the Client Product and the existence of a valid obligation of the User to the Client.

4.4. The Service Provider may rely on the information received from the Client and shall not be required to independently verify the contents of the User's order, the actual availability of the Client Product, the accuracy of its price or the Client's performance of its obligations to the User.

4.5. A Payment shall be deemed confirmed after the Service Provider and/or the relevant Settlement Participant receives confirmation that it has been successfully completed. Until such time, the Payment amount shall not be reflected in the Settlement Balance or taken into account when determining the amount of a Payout.

4.6. Authorisation, reservation of an amount or display of an interim Transaction status shall not constitute confirmation of a Payment.

4.7. Information concerning the status of a Payment, including its confirmation, error, cancellation, refund, dispute, withholding or other Transaction status, shall be communicated to the Client through the Account, an application programming interface, a notice, email, messenger or another available channel.

4.8. Payment methods, payment routes, currencies, settlement assets, countries of service, limits and other Payment processing parameters shall be determined by the Service Provider, taking into account the Individual Terms, technical availability and the requirements of Settlement Participants.

4.9. The Service Provider may refuse to create a payment instrument, process a Payment or carry out another Transaction where:

4.9.1. the Client's request contains incomplete, incorrect or conflicting information;

4.9.2. the Transaction exceeds the established limits or does not comply with the Individual Terms;

4.9.3. the Payment or the Client's activities show signs of error, abuse, fraud, sham activity or illegality;

4.9.4. there are grounds to believe that third-party payment instruments or personal data are being used without the owner's consent;

4.9.5. the Transaction violates the Offer, the Payment Infrastructure Rules, the requirements of Settlement Participants or applicable requirements;

4.9.6. the Transaction cannot be carried out for technical, payment, banking, legal, currency-related, sanctions-related or other reasons.

4.10. A payment page, receipt, bank statement, payment confirmation or other settlement document may contain the details of the Service Provider, a payment agent, bank, payment provider or another Settlement Participant, depending on the payment route used.

4.11. The inclusion of the details of the Service Provider or a Settlement Participant in payment documents shall not mean that the relevant person is the seller or provider of the Client Product and shall not alter the allocation of responsibility between the Service Provider and the Client.

4.12. The Service Provider shall not be liable for any refusal, blocking, delay or cancellation of a Payment, unavailability of a payment method, error in a payment form or other actions of a Settlement Participant, provided that the relevant circumstances did not arise through the fault of the Service Provider.

4.13. At the Service Provider's request, the Client shall provide evidence of the performance of its obligations to the User in the manner and within the time limits provided by the Offer and the relevant request of the Service Provider.

4.14. The consequences of failure to provide sufficient and reliable evidence shall be determined in accordance with Sections 6 and 8 of the Offer.

4.15. Service data, information received from Settlement Participants, system-generated responses, technical logs, Transaction identifiers, notices, records contained in the Service Provider's internal systems and other electronic data shall constitute admissible evidence of the initiation, processing, confirmation, cancellation, refund or other status of a Transaction.

4.16. Individual actions relating to the processing of Payments, communication of statuses, amendment of the Settlement Balance, creation of withholdings and performance of other Transactions may be carried out automatically without additional confirmation from the Client.

4.17. The Service Provider shall not be required to make Payouts or other settlements with the Client from its own funds before the relevant amounts have actually been received from or confirmed by Settlement Participants.

5. SERVICE PROVIDER FEE, SETTLEMENTS AND PAYOUTS

5.1. In consideration for access to the Service and the provision of services, the Client shall pay the Service Provider a Service Provider Fee calculated as a percentage of the amount of processed Payments.

5.2. The amount of the Service Provider Fee shall be determined individually for each Client and communicated to the Client through the Individual Terms before access to the Account is provided.

5.3. The Client's receipt of access to the Account shall constitute its agreement to the amount of the Service Provider Fee and the other financial terms established for the Client.

5.4. Unless otherwise expressly provided by the Individual Terms, no separate connection fee, subscription fee or minimum monthly fee shall be charged.

5.5. The Service Provider Fee shall include the ordinary fees and expenses of Settlement Participants, payment infrastructure, payment systems, banks, payment agents and other persons relating to the ordinary processing of Payments through the agreed payment route.

5.6. The Service Provider Fee shall not include Refunds, Payment Disputes, fines, withholdings, the Reserve, a negative Settlement Balance, losses, claims made by Users, banks, payment systems, competent authorities or other persons, or expenses arising from disputed Transactions, the Client's breach of the Offer or other circumstances falling within the Client's area of responsibility.

5.7. The Service Provider Fee and other amounts subject to withholding in accordance with the Offer shall be withheld by the Service Provider from Payments and amounts payable to the Client without the need to obtain the Client's separate consent to each withholding.

5.8. Payments, the Service Provider Fee, Payouts, Refunds, Payment Disputes, the Reserve, indebtedness and other settlement indicators shall be recorded through the Settlement Balance.

5.9. The Settlement Balance is an accounting record and shall not, in itself, constitute a bank account, electronic wallet, deposit or independent means of payment of the Client.

5.10. Payouts shall be made at the Client's request, provided that the Settlement Balance is positive and there are no grounds for withholding, suspension, set-off, a review or the establishment of a Reserve.

5.11. A Payout request shall be submitted through the Account or another available channel agreed by the Service Provider.

5.12. A Payout shall be made in the currency, settlement asset and by the method agreed with the Client in the Individual Terms, including through a payment agent or another Settlement Participant.

5.13. The standard period for making a Payout shall be up to 5 days from the Service Provider's receipt of a valid request from the Client and all necessary information and documents.

5.14. Where a Payout is made using a digital settlement asset, the actual processing time may be several hours; however, such period is indicative only and depends on technical availability, the selected network, the payment agent, the completion of checks and other circumstances.

5.15. Any shorter actual Payout periods applied previously shall not constitute a guarantee that subsequent Payouts will be made within the same period.

5.16. The Service Provider may suspend a Payout in whole or in part or extend the period for making it where:

5.16.1. the Client has not provided the requested documents or information;

5.16.2. the Client or a Transaction is under review;

5.16.3. there are Refunds, Payment Disputes, claims or disputed Transactions, or a risk that any such circumstances may arise;

5.16.4. it is necessary to establish, increase or maintain the Reserve;

5.16.5. the Settlement Balance is negative or the Client has outstanding indebtedness;

5.16.6. the Payout is impossible or hindered for technical, banking, payment, currency-related, legal, sanctions-related or other reasons;

5.16.7. suspension is required by a Settlement Participant, bank, payment system, payment agent or competent authority.

5.17. The Service Provider may establish a Reserve from amounts payable to the Client. The amount, duration and procedure for establishing the Reserve shall be determined individually, taking into account the Client's activities, the nature of Client Products, the volume of Transactions, the level of Refunds and Payment Disputes, the history of cooperation and other risks.

5.18. The Reserve may be used to cover Refunds, Payment Disputes, fines, claims of Users and Settlement Participants, a negative Settlement Balance, expenses, losses and other amounts falling within the Client's area of responsibility.

5.19. The existence of the Reserve shall not limit the Service Provider's right to withhold other amounts, suspend Payouts, reduce the Settlement Balance or require the Client to reimburse indebtedness and losses.

5.20. If the Client's Settlement Balance becomes negative or the amounts withheld are insufficient to cover Refunds, Payment Disputes, fines, expenses or other obligations of the

Client, the Client shall reimburse the outstanding amount within 3 business days after receipt of a demand from the Service Provider.

5.21. The Service Provider may set off any claims against the Client against amounts payable to the Client, irrespective of the currency, settlement asset, legal basis or due date of the relevant claims.

5.22. If the Payment currency differs from the Payout currency, conversion shall be carried out at the rate and on the terms set out in the Individual Terms, the Service interface, or the terms and conditions of the payment agent or the relevant Settlement Participant.

5.23. The Client shall bear the risk of the accuracy of the payment details, digital wallet address, selected network and other information provided by it for the purposes of a Payout. The Service Provider shall not be liable for any loss or inability to recover funds resulting from an error made by the Client in such information.

5.24. A Payout shall be deemed duly made when the relevant amount is debited from the account, balance, digital wallet or other settlement instrument of the Service Provider or a Settlement Participant engaged by it and sent using the details provided by the Client.

5.25. If an amount previously recorded or paid is subsequently cancelled, disputed, refunded, withheld or debited by a Settlement Participant, the Client shall return the relevant amount to the Service Provider, or the Service Provider may withhold it from subsequent Payouts.

6. REFUNDS AND PAYMENT DISPUTES

6.1. The Client shall independently review Users' requests relating to Client Products and determine the grounds and conditions for refunding funds in accordance with its user-facing documents, the nature of the Client Product and applicable requirements.

6.2. The Service Provider shall not resolve the substance of disputes between the Client and a User concerning a Client Product and shall participate in processing a Refund solely within the scope of its payment and settlement function, unless otherwise provided by the Offer or applicable requirements.

6.3. To process a Refund, the Client shall submit the relevant request to the Service Provider through the Account or another agreed channel and provide the information necessary to identify the Payment and the grounds for the Refund.

6.4. The Service Provider may refuse to execute a Refund request, suspend its processing or request additional information where:

6.4.1. the relevant Payment cannot be identified;

6.4.2. the Client's Settlement Balance is insufficient;

6.4.3. the Payment has previously been refunded, cancelled or disputed;

6.4.4. the Client's request contains incomplete, inaccurate or conflicting information;

6.4.5. the Refund cannot be processed due to the rules, restrictions or technical requirements of Settlement Participants;

6.4.6. the Refund may violate the Offer, the Individual Terms, the Payment Infrastructure Rules or applicable requirements.

6.5. The Service Provider may process a Refund without a separate instruction from the Client where such Refund:

6.5.1. is required by a Settlement Participant, bank, payment system, payment provider or competent authority;

6.5.2. is necessary to resolve an erroneous, duplicate, unauthorised or disputed Payment;

6.5.3. results from the inability to process or finally confirm the Payment;

6.5.4. is necessary to prevent losses, fines, blocking, claims or other adverse consequences for the Service Provider or Settlement Participants;

6.5.5. is provided for by the Payment Infrastructure Rules or applicable requirements.

6.6. The Refund amount shall be debited from the Settlement Balance, withheld from amounts payable to the Client, covered by the Reserve or reimbursed by the Client to the Service Provider.

6.7. The period for actual crediting of refunded funds to the User depends on the bank, payment system, payment provider and other Settlement Participants. The Service Provider shall not be liable for any delay occurring after a proper Refund instruction has been issued, provided that such delay did not arise through the fault of the Service Provider.

6.8. A User, bank, payment system or other authorised person may initiate a Payment Dispute in accordance with the applicable rules. Such dispute may be initiated and resolved without prior approval from the Client or the Service Provider.

6.9. Upon receipt of notice of a Payment Dispute, the Service Provider may:

6.9.1. suspend the relevant Payout;

6.9.2. withhold the disputed amount from the Client's Settlement Balance;

6.9.3. use the Reserve;

6.9.4. request documents and evidence from the Client confirming performance of its obligations to the User;

6.9.5. provide the information received to Settlement Participants and other authorised persons;

6.9.6. restrict the acceptance of new Payments and the processing of other Transactions until completion of the review;

6.9.7. apply other measures provided by the Offer and the Payment Infrastructure Rules.

6.10. The Client shall provide the requested documents and evidence within the period specified by the Service Provider. If no period is specified, such materials shall be provided no later than 2 business days after receipt of the request.

6.11. Evidence of the Client's performance of its obligations to the User may include agreements, orders, invoices, certificates, goods and transportation documents, correspondence, electronic communications, information system records, technical logs, delivery information, activation records, access records, information regarding use of a digital product and other materials confirming performance.

6.12. Failure by the Client to provide the requested materials, breach of the period for their provision, or provision of insufficient, conflicting or inaccurate evidence shall mean that the Client accepts the risk that the Payment Dispute may be resolved against it.

6.13. A decision of a bank, payment system, payment provider or other Settlement Participant regarding a Payment Dispute shall be binding upon the Service Provider for accounting purposes where the Service Provider is not entitled to change such decision under the applicable rules.

6.14. The Client shall bear the expenses and losses associated with Refunds, Payment Disputes, disputed Transactions, fines, User claims and claims of Settlement Participants where the relevant circumstances relate to the Client's activities, Client Products, Users or area of responsibility.

6.15. If the amounts withheld and the Reserve are insufficient to cover a Refund, Payment Dispute, fine, claim or related expenses, the Client shall reimburse the resulting indebtedness within 3 business days after receipt of a demand from the Service Provider.

6.16. Resolution of a Payment Dispute against the Client, processing of a Refund or debiting of a disputed amount shall not release the Client from its obligation to perform any other obligations to the User and shall not constitute an acknowledgement by the Service Provider of any breach by the Client or of the validity of the User's claims.

6.17. Repeated Refunds, Payment Disputes, User claims, an abnormal level of disputed Transactions or other indicators of increased risk shall constitute grounds for increasing the Reserve, changing limits, restricting acceptance of Payments, suspending Payouts or discontinuing the provision of services to the Client.

7. RIGHTS AND OBLIGATIONS OF THE PARTIES

7.1. The Client shall have the right to:

7.1.1. use the Service within the available functionality and in accordance with the Offer and the Individual Terms;

7.1.2. submit requests for the creation of payment instruments and processing of Payments;

7.1.3. receive information regarding Transaction statuses and Reporting Data;

7.1.4. submit Payout requests subject to compliance with the Offer;

7.1.5. contact the Service Provider regarding connection, technical interaction, settlements, Refunds and Payment Disputes;

7.1.6. submit reasoned objections to Reporting Data in the manner provided by the Offer.

7.2. The Client shall:

7.2.1. use the Service in good faith and lawfully and comply with the Offer, the Individual Terms, technical documentation, the Payment Infrastructure Rules and applicable requirements;

7.2.2. provide accurate, complete and current Client Documents and other requested information;

7.2.3. independently ensure the legality of its activities, Client Products, advertising, user-facing documents and relationships with Users;

7.2.4. enter into the necessary agreements with Users and ensure performance of its obligations to them;

7.2.5. provide Users with complete and accurate information regarding the Client, Client Products, price, payment, performance, cancellation and refund procedures;

7.2.6. accept Payments only in connection with valid and lawful obligations of Users to the Client;

7.2.7. not use the Service to accept payments for the benefit of third parties without the Service Provider's prior consent;

7.2.8. not engage in artificial creation of turnover, sham sales, pass-through transactions, splitting of Payments, circumvention of limits or other actions unrelated to the genuine sale of Client Products;

7.2.9. promptly review Users' requests and claims and take reasonable measures to prevent Refunds and Payment Disputes;

7.2.10. comply with the Service Provider's requests for documents, explanations and evidence of performance of orders in the manner and within the periods provided by the Offer;

7.2.11. notify the Service Provider of any change in registration details, ownership structure, beneficial owners, officers, representatives, payment details, website, nature of activities, range of Client Products or other material circumstances;

7.2.12. immediately notify the Service Provider of any illegal, suspicious, erroneous, unauthorised or disputed Transactions;

7.2.13. comply with the requirements for use and protection of the Access Token and other means of identification set out in Section 3 of the Offer;

7.2.14. pay the Service Provider Fee and reimburse amounts falling within the Client's area of responsibility;

7.2.15. independently comply with all tax, currency control, accounting and other obligations arising in connection with the Client's activities and receipt of Payouts;

7.2.16. not use the Service Provider's name, trademarks, trade name or other means of identification without the Service Provider's prior written consent.

7.3. The Service Provider shall have the right to:

7.3.1. determine the technical, organisational, payment, settlement and compliance-related terms of use of the Service;

7.3.2. conduct the checks of the Client provided for in Section 8 of the Offer, including requesting documents and explanations, reviewing the Client's activities and materials, and making test orders and purchases;

7.3.3. establish and modify the payment, technical and settlement parameters for use of the Service, including limits, payment routes, the Payout procedure and conditions for establishing the Reserve, in the manner provided by the Offer and the Individual Terms;

7.3.4. refuse to process Payments, restrict Transactions, withhold Payouts, establish or increase the Reserve and apply other protective measures provided by the Offer;

7.3.5. debit, withhold and set off the Service Provider Fee, Refunds, Payment Dispute amounts, fines, losses, a negative Settlement Balance and other amounts falling within the Client's area of responsibility;

7.3.6. provide necessary documents and information to Settlement Participants, technical partners, consultants and competent authorities, and engage third parties for the performance of the Offer;

7.3.7. modify the functionality and technical parameters of the Service, restrict servicing of particular Client Products and Transactions, and block, replace or revoke the Client's means of identification;

7.3.8. suspend the provision of services or terminate the agreement in the cases provided by the Offer.

7.4. The Service Provider shall:

7.4.1. enable an approved Client to use the Service within the available functionality;

7.4.2. process the Client's requests and Payments within the technical, payment, settlement and compliance capabilities of the Service and Settlement Participants;

7.4.3. provide the Client with Reporting Data to the extent available;

7.4.4. record settlement indicators and make Payouts where there are no grounds for withholding, review, suspension or refusal;

7.4.5. take reasonable measures to ensure the operability and security of the Service;

7.4.6. comply with confidentiality and personal data processing requirements within its area of responsibility.

7.5. Exercise by the Service Provider of the rights provided by the Offer shall not constitute a breach of the agreement where the relevant actions are based on the Offer, the Individual Terms, the Payment Infrastructure Rules, requirements of Settlement Participants or technical, legal, payment, sanctions-related, reputational or other risks.

8. CHECKS, COMPLIANCE AND RESTRICTIONS

8.1. The Service Provider may conduct checks of the Client, its representatives, beneficial owners, affiliates, activities, Client Products, Users, Transactions, payment routes and sources of funds.

8.2. Checks may be conducted for the purposes of identifying the Client, assessing its business reputation and financial standing, and combating money laundering, terrorist financing, fraud, sanctions violations, abuse and other risks.

8.3. The Client shall provide the requested documents and information within the period specified by the Service Provider. If no period is specified, the documents shall be provided no later than 3 business days after receipt of the request.

8.4. The Service Provider may remotely review publicly available sources, the Client's website, interfaces, user-facing documents, advertising materials, descriptions of Client Products, purchase terms, performance procedures and refund procedures.

8.5. The Client shall cooperate with the review and shall not obstruct a test order, test purchase, review of the user journey or verification of performance of obligations to a User.

8.6. The Client may not use the Service for Payments directly or indirectly connected with:

8.6.1. illegal, prohibited or restricted goods, works, services or digital products;

8.6.2. fraud, deception of Users, sham transactions, artificial turnover or pass-through movement of funds;

8.6.3. money laundering, terrorist financing or circumvention of sanctions restrictions;

8.6.4. infringement of consumer rights, intellectual property rights, advertising requirements, personal data requirements or other rights of third parties;

8.6.5. use of third-party payment instruments, personal data, accounts or other identifiers without the owner's consent;

8.6.6. activities not disclosed by the Client upon connection or not approved by the Service Provider;

8.6.7. countries, persons, organisations, payment instruments or categories of activities restricted by the Service Provider or Settlement Participants.

8.7. The Service Provider may establish and amend the list of prohibited and restricted categories, countries, persons, transactions, goods, services, digital products and payment instruments.

8.8. The Client shall obtain the Service Provider's prior approval for any material change in the nature of its activities, range of Client Products, sales model, geographical distribution of Users or anticipated volume of Transactions.

8.9. The Service Provider may apply protective measures where:

8.9.1. the Client has failed to provide requested information or documents;

8.9.2. the information provided is inaccurate, incomplete, conflicting or no longer current;

8.9.3. the Client's activities, Client Products or Transactions create increased or unacceptable risks;

8.9.4. the level of Refunds, Payment Disputes, claims or suspicious Transactions has increased;

8.9.5. signs of fraud, illegal activities, sham sales, artificial turnover or infringement of third-party rights have been identified;

8.9.6. the relevant measure is required by a Settlement Participant, bank, payment system, payment provider or competent authority;

8.9.7. the measure is necessary to protect the Service Provider, the Service, Users or payment infrastructure.

8.10. Protective measures may include refusal to carry out a Transaction, restriction of acceptance of Payments, amendment of limits, disconnection of a payment route, suspension of Payouts, establishment or increase of the Reserve, request for additional documents, blocking of access and discontinuation of services.

8.11. Protective measures may be applied without prior notice to the Client where notice is impossible, impracticable or prohibited, may increase risks, interfere with a review or result in the withdrawal or concealment of funds.

8.12. Application of protective measures shall not entitle the Client to demand an immediate Payout, cancellation of withholdings, restoration of access, compensation for losses, loss of profit or any other compensation, provided that the Service Provider acted in accordance with the Offer.

9. REPORTING AND RECONCILIATION

9.1. Transactions, Payments, Payouts, the Service Provider Fee, Refunds, Payment Disputes, the Reserve, withholdings and other settlement indicators shall be recorded on the basis of data from the Service, Settlement Participants and the Service Provider’s internal accounting systems.

9.2. Reporting Data may be provided to the Client through the Account, an application programming interface, electronic registers, data exports, notices, email, messengers or other available channels.

9.3. Reporting Data shall constitute a sufficient basis for determining the scope of services rendered, the amount of the Service Provider Fee, the Settlement Balance, Payouts, Refunds, Payment Disputes, the Reserve and the Client’s indebtedness.

9.4. Unless otherwise provided by the Individual Terms or mandatory applicable requirements, the Parties shall not regularly execute paper certificates, reports, invoices or reconciliation statements. The provision and acceptance of services shall be evidenced by the Client’s use of the Service, processing of Transactions and availability of Reporting Data.

9.5. Reporting Data shall be deemed provided to the Client when posted in the Account or sent through an agreed communication channel.

9.6. The Client may submit reasoned objections to Reporting Data within 5 business days after access to the relevant data is provided or the disputed Transaction is carried out.

9.7. An objection shall specify the Transaction identifier, date, amount, grounds for disagreement, the Client’s calculation and supporting documents.

9.8. General, unreasoned or unsupported objections, or objections submitted after expiry of the applicable period, shall not constitute grounds for cancelling withholdings, amending the Settlement Balance or suspending settlements.

9.9. If the Client fails to submit reasoned objections within the applicable period, the Reporting Data shall be deemed accepted without comments, the Service Provider’s services shall be deemed duly rendered and the settlement indicators shall be deemed agreed by the Client.

9.10. Submission of objections shall not suspend the Service Provider’s right to establish the Reserve, withhold amounts, process Refunds and Payment Disputes, suspend Payouts or apply other protective measures.

9.11. If a technical or settlement error is identified, the Service Provider may correct the Reporting Data and the Settlement Balance.

9.12. If an error results in an excessive Payout to the Client or insufficient withholding of amounts, the Client shall return the relevant amount within 3 business days after receipt of a demand from the Service Provider.

9.13. The Client shall retain documents, logs, correspondence, information relating to Users, order confirmations and other materials required for verification of Transactions for the periods provided by applicable requirements and the Payment Infrastructure Rules.

10. PERSONAL DATA AND CONFIDENTIALITY

10.1. Personal data processed in connection with use of the Service shall be processed in accordance with the OPayments Personal Data Processing Policy available at: https://opayments.io/policy.

10.1.1. The Service Provider does not collect or store full bank card details of Users, including the full card number, expiry date or security code. Where a card payment method is selected, the User shall be redirected to the secure payment page of the acquiring bank or another relevant Settlement Participant, which shall independently process the bank card details.

10.1.2. The Service Provider may process and store contact details of the Client's representatives, including messenger identifiers, information and links relating to the Client's projects, Transaction data not containing full bank card details, and technical metadata, including client identifiers, device fingerprints, network and browser parameters, and data from analytical systems, including Google Analytics and Yandex Metrica, required for operation, usage analysis and security of the Service.

10.2. Each Party shall independently determine its legal status in relation to the processing of personal data and shall be responsible for compliance with applicable requirements within the scope of the functions performed by it.

10.3. The Client shall be independently responsible for having lawful grounds to collect, process, store, use and transfer to the Service Provider personal data relating to Users, representatives, employees and other persons.

10.4. The Client shall ensure that Users are provided with all required notices, policies, consents and other documents relating to the processing and transfer of personal data.

10.5. The Service Provider may process and transfer personal data to the extent required for:

10.5.1. connection and identification of the Client;

10.5.2. processing of Payments and other Transactions;

10.5.3. making Payouts and maintaining settlements;

10.5.4. conducting checks and preventing abuse;

10.5.5. resolving Refunds, Payment Disputes and claims;

10.5.6. complying with requirements of Settlement Participants and competent authorities;

10.5.7. ensuring the operability and security of the Service.

10.6. The Service Provider may provide necessary information to Settlement Participants, banks, payment systems, payment providers, technical partners, contractors, consultants and competent authorities.

10.7. The Client shall reimburse the Service Provider for losses, fines and expenses arising from the Client's lack of lawful grounds for processing or transferring personal data.

10.8. Confidential Information means any non-public information received by a Party in connection with connection to the Service, use of the Service or performance of the Offer, including commercial, technical, financial, settlement, user-related and compliance information.

10.9. The Parties shall not disclose Confidential Information to third parties and shall use it solely for the purposes of performing the Offer.

10.10. Disclosure of information shall not constitute a breach of confidentiality where the information is disclosed:

10.10.1. with the consent of the other Party;

10.10.2. to Settlement Participants, banks, payment systems, contractors, consultants and auditors to the extent required for performance of the Offer;

10.10.3. at the request of a competent authority;

10.10.4. for the protection of the rights and legitimate interests of the disclosing Party;

10.10.5. where the information has entered the public domain other than as a result of a breach of the Offer.

10.11. The Client may not disclose or transfer to third parties technical documentation, integration parameters, payment routes, the Individual Terms, information regarding the Reserve, limits, the Service Provider’s internal procedures or other non-public information regarding the infrastructure of the Service.

10.12. The confidentiality obligations shall remain in force during the term of the agreement and for 5 years following its termination, unless a longer period is required by applicable requirements or the nature of the relevant information.

11. CLIENT REPRESENTATIONS AND WARRANTIES

11.1. By effecting Acceptance, the Client represents and warrants to the Service Provider that:

11.1.1. the Client is duly incorporated, operates lawfully and has all necessary rights and authority;

11.1.2. the person effecting Acceptance and using the Service on behalf of the Client has the necessary authority;

11.1.3. the conclusion and performance of the agreement do not violate the Client’s constitutional documents, decisions of its governing bodies, obligations to third parties or applicable requirements;

11.1.4. all information and documents provided to the Service Provider are accurate, complete, current and not misleading;

11.1.5. the Client’s activities, website, advertising, user-facing documents and Client Products comply with applicable requirements and do not infringe the rights of Users or third parties;

11.1.6. the Client possesses all licences, permits, consents, rights and other legal grounds required to offer and sell Client Products;

11.1.7. Client Products are not illegal, prohibited, sham, fraudulent, inaccurately described or infringing third-party rights;

11.1.8. Payments relate to genuine and lawful obligations of Users to the Client;

11.1.9. the Client, its beneficial owners, officers and representatives are not involved in illegal activities, money laundering, terrorist financing, fraud or circumvention of sanctions restrictions;

11.1.10. the Client has the necessary legal grounds for processing and transferring personal data;

11.1.11. the user-facing documents correctly identify the Client as the seller or service provider vis-à-vis Users;

11.1.12. the Client shall be independently responsible for performance of orders, Refunds and User claims.

11.2. The Client shall immediately notify the Service Provider if any representation or warranty has become or may become inaccurate, incomplete or misleading.

11.3. Breach of the representations and warranties shall constitute a material breach of the Offer and shall entitle the Service Provider to suspend services, withhold Payouts, establish or increase the Reserve, claim compensation for losses and terminate the agreement.

12. LIABILITY

12.1. The Parties shall be liable for failure to perform or improper performance of their obligations in accordance with the Offer and applicable law.

12.2. The Service Provider shall be liable only for culpable breach of obligations expressly provided by the Offer within the scope of its role as a provider of technical, informational, payment and settlement services and shall not be liable for Client Products, the Client's website, advertising, user-facing documents, performance of orders or relationships with Users.

12.3. The Service Provider shall be liable for circumstances falling within the Client's area of responsibility only to the extent that the relevant consequences were directly caused by a culpable breach by the Service Provider of its own obligations under the Offer.

12.4. The Service Provider shall not be liable for inability or delay in processing a Payment, refusal to carry out a Transaction, suspension of a Payout, blocking, withholding or cancellation of a Transaction where the relevant circumstances arise as a result of:

12.4.1. acts or omissions of the Client, Users, Settlement Participants or other third parties;

12.4.2. provision of inaccurate, incomplete or incorrect data;

12.4.3. the Client's breach of the Offer, the Individual Terms or applicable requirements;

12.4.4. checks being conducted or the existence of Refunds, Payment Disputes, claims or disputed Transactions;

12.4.5. technical failures, actions of banks or payment systems, sanctions, blocking or other circumstances beyond the Service Provider's reasonable control.

12.5. The Service Provider does not guarantee uninterrupted or error-free operation of the Service or continued availability of payment routes, payment methods, currencies, settlement assets, countries of service, limits or Payout periods.

12.6. The Service Provider shall not be liable for loss of profit, revenue, customers, data or reputation, indirect losses or other consequential losses of the Client.

12.7. The Service Provider's aggregate liability in respect of any claims made by the Client shall be limited to the amount of the Service Provider Fee actually withheld during the 2 calendar months preceding the event giving rise to the claim.

12.8. The limitations of the Service Provider's liability shall apply to the maximum extent permitted by applicable law.

12.9. The Client shall be liable for all losses, expenses, fines, withholdings, Refunds, Payment Disputes, a negative Settlement Balance and third-party claims arising from:

12.9.1. breach of the Offer, the Individual Terms or applicable requirements;

12.9.2. the illegality, inaccuracy or improper description of Client Products;

12.9.3. breach of obligations to Users;

12.9.4. absence or inadequacy of user-facing documents;

12.9.5. infringement of third-party rights;

12.9.6. provision of inaccurate or incomplete information;

12.9.7. use of the Service for sham, fraudulent, illegal or disputed Transactions;

12.9.8. exceeding the permitted level of Refunds, Payment Disputes or claims;

12.9.9. breach of the Client's representations and warranties.

12.10. The Client shall reimburse the relevant amounts within 3 business days after receipt of a demand from the Service Provider.

12.11. The Service Provider may withhold amounts for which the Client is liable from the Settlement Balance, Payouts, the Reserve and other amounts due to the Client.

12.12. The Client's liability to reimburse Refunds, Payment Disputes, fines, expenses, third-party claims and losses of the Service Provider, and its obligations relating to confidentiality, personal data and representations and warranties, shall not be limited by the amount of the Service Provider Fee, Payments or the Reserve.

12.13. A Party shall be released from liability if it proves that the breach was caused by force majeure circumstances which it could not reasonably foresee or prevent.

12.14. Force majeure circumstances may include natural disasters, hostilities, widespread infrastructure failures, decisions of governmental authorities, sanctions, blocking, prohibitions, actions of banks or payment systems and other circumstances beyond the reasonable control of the relevant Party.

12.15. Force majeure circumstances shall not release the Client from the obligation to reimburse Refunds, Payment Dispute amounts, fines, withholdings and other amounts debited from or claimed against the Service Provider in connection with the Client's Transactions.

13. SUSPENSION AND TERMINATION OF THE AGREEMENT

13.1. The Service Provider may fully or partially suspend services to the Client, restrict access to the Service, refuse to process Transactions, disconnect payment routes, suspend Payouts or establish or increase the Reserve in the cases provided by the Offer.

13.2. The grounds for applying the above measures are set out, in particular, in Clause 5.16 and Sections 6 and 8 of the Offer, as well as in other provisions of the Offer providing for the relevant protective measures.

13.3. The measures may be applied immediately and without prior notice to the Client where the circumstances specified in Clause 8.11 of the Offer exist.

13.4. To resume services, the Client shall provide the requested documents, remedy breaches, discharge indebtedness, resolve disputed Transactions and comply with other requirements of the Service Provider.

13.5. The decision to resume services shall be made by the Service Provider after completion of the relevant review and removal of the grounds for suspension.

13.6. The agreement shall remain in force from the time of Acceptance until terminated in accordance with the Offer.

13.7. The Client may terminate the agreement by giving the Service Provider at least 30 calendar days' prior notice of the proposed termination date.

13.8. The Service Provider may terminate the agreement without giving reasons by giving the Client at least 30 calendar days' prior notice.

13.9. The Service Provider may terminate the agreement with immediate effect where the Client has materially breached the Offer, creates unacceptable risks, has failed to provide documents, conducts illegal or suspicious activities, has outstanding indebtedness, or continuation of services is impossible or undesirable due to requirements of Settlement Participants or competent authorities.

13.10. The Service Provider may also terminate the agreement with immediate effect where the Client is undergoing liquidation, bankruptcy or removal from the relevant register, has lost legal capacity or has changed its ownership structure or control without notifying the Service Provider.

13.11. Termination of the agreement shall not terminate the Client's obligations:

13.11.1. to pay the Service Provider Fee and outstanding indebtedness;

13.11.2. to reimburse Refunds, Payment Disputes, fines, expenses and losses;

13.11.3. to provide documents and evidence of performance of orders;

13.11.4. to comply with confidentiality and personal data requirements;

13.11.5. under other provisions which, by their nature, are intended to survive termination of the agreement.

13.12. Following termination of the agreement, the Service Provider may retain the Reserve, suspend the final Payout, make set-offs and adjust the Settlement Balance until expiry of the periods during which Refunds, Payment Disputes, claims of Settlement Participants and other risks may arise.

13.13. The final settlement shall be made after withholding the Service Provider Fee, Refunds, Payment Disputes, the Reserve, indebtedness, fines, third-party claims and other amounts subject to withholding.

13.14. If new Refunds, Payment Disputes, fines, claims or other expenses relating to the Client's Transactions arise after the final settlement, the Client shall reimburse them to the Service Provider notwithstanding termination of the agreement.

14. AMENDMENT OF THE OFFER AND THE SERVICE

14.1. The Service Provider may unilaterally amend the Offer, the functionality of the Service, technical documentation, payment methods, payment routes, limits, the Payout procedure, the rules for establishing the Reserve and other terms governing operation of the Service.

14.2. A new version of the Offer shall enter into force when it is posted on the Website, in the Account or at another address specified by the Service Provider, unless a different effective date is specified in the new version.

14.3. The Client shall independently monitor the current version of the Offer.

14.4. Continued use of the Service after amendment of the Offer, including initiation of a new Payment, receipt of Reporting Data or submission of a Payout request, shall constitute the Client's agreement to the new version.

14.5. Amendments to the Offer shall not apply to completed Transactions unless otherwise required by the Payment Infrastructure Rules, requirements of Settlement Participants, applicable requirements or the need to correct a technical or settlement error.

14.6. The Individual Terms may be amended by the Service Provider upon prior notice to the Client through the Account or another agreed communication channel.

14.7. If the Client disagrees with an amendment to the Individual Terms, it may cease using the Service and terminate the agreement before the amendment enters into force.

14.8. Continued use of the Service after amendments to the Individual Terms enter into force shall constitute the Client's acceptance of such amendments.

14.9. The Service Provider may, without prior notice, modify, restrict, suspend or discontinue the availability of individual functions, payment methods, payment routes, currencies, settlement assets, countries of service and technical tools where this is required for technical, commercial, payment, legal, compliance-related, sanctions-related or other reasons.

14.10. The Service Provider may change the domain name, interface, brand, technical infrastructure, support channels and procedure for interaction with Clients, provided that its principal obligations in respect of incomplete Transactions are preserved.

15. NOTICES, SUPPORT AND DISPUTES

15.1. The Parties may communicate through the Account, email, messengers, an application programming interface, notices on the Website and other agreed channels.

15.2. Notices from the Service Provider may be sent using the Client’s contact details provided upon connection or posted in the Account.

15.3. The Client shall ensure that its contact details remain current and shall independently monitor receipt of notices.

15.4. A notice shall be deemed received by the Client when sent through the relevant channel or posted in the Account, unless otherwise follows from the nature of the notice.

15.5. The Client may contact the Service Provider’s support service regarding connection, use of the Service, Transactions, settlements, Refunds and Payment Disputes.

15.6. The support channel shall be specified on the Website, in the Account or in the Individual Terms.

15.7. When submitting a request, the Client shall provide the information required to identify the Client and the relevant Transaction, as well as documents and materials supporting its position.

15.8. The Service Provider shall consider requests within a reasonable period, taking into account the nature of the matter, the need to conduct a review and the need to obtain information from Settlement Participants.

15.9. Before applying to a court or another authority, the Client shall submit a written claim to the Service Provider.

15.10. The claim shall contain information identifying the Client, a description of the circumstances, the specific relief sought, calculation of the amount claimed and supporting documents.

15.11. The period for consideration of a claim shall be 30 calendar days from the date on which the Service Provider receives all materials required for its consideration.

15.12. Submission of a request or claim shall not suspend the Offer, cancel Transactions or prevent withholdings, establishment of the Reserve or application of other protective measures.

16. MISCELLANEOUS

16.1. This Offer, the agreement between the Service Provider and the Client, and all relationships, claims and disputes arising out of or in connection with them shall be governed by the laws of Hong Kong.

16.2. Any dispute that cannot be resolved through negotiations and the claim procedure shall be submitted to the competent courts of Hong Kong having jurisdiction at the place of the Service Provider’s registered office.

16.3. The application of conflict-of-laws rules and the laws of other jurisdictions shall be excluded to the maximum extent permitted by applicable law.

16.4. If any provision of the Offer is held invalid, unlawful or unenforceable, this shall not affect the validity of the remaining provisions. Such provision shall be applied to the maximum extent permitted or replaced with a provision that most closely reflects its original commercial and legal intent.

16.5. Failure by the Service Provider to take action in response to a breach of the Offer by the Client shall not constitute a waiver of the right to rely on such breach in the future.

16.6. The Client may not assign or transfer its rights or obligations under the agreement to third parties without the Service Provider’s prior written consent.

16.7. The Service Provider may assign or transfer all or part of its rights and obligations to a third party and provide such third party with the data and documents required to continue servicing the Client.

16.8. Documents, notices, Reporting Data, technical logs, system-generated responses, information system records, information received from Settlement Participants, electronic correspondence and other electronic data shall constitute admissible evidence of the Parties' actions, Transactions, settlements and other legally relevant circumstances.

16.9. The Parties acknowledge the legal validity of actions performed using the Account, Access Token, software keys, email, messengers and other means of identification and communication.

16.10. Unless otherwise specified in the Offer, all periods shall be calculated in calendar days.

16.11. Section and clause headings are included for convenience only and shall not affect interpretation of the Offer.

16.12. The Offer is drawn up in Russian and English. Both language versions constitute a single document and have equal legal effect. In the event of any discrepancy, conflict or difference in interpretation, the Russian-language version of the Offer shall prevail, unless otherwise expressly provided by the Individual Terms. Acceptance of either language version shall constitute acceptance of the Offer as a whole.

16.13. Any matters not governed by the Offer shall be governed by the Individual Terms, the Payment Infrastructure Rules, the functionality of the Service and applicable law.

16.14. The Offer shall remain in force for an indefinite period until withdrawn or replaced with a new version.

16.15. Withdrawal of the Offer shall not terminate agreements concluded before the withdrawal unless the Service Provider expressly notifies the relevant Client of their termination.

17. SERVICE PROVIDER DETAILS

Service Provider: OSOLUTION LIMITED
Company Registration Number: 80210378
Registered Address: 7/F MW TOWER 111 BONHAM STRAND SHEUNG WAN HONG KONG
Correspondence Address: 7/F MW TOWER 111 BONHAM STRAND SHEUNG WAN HONG KONG
Website: https://opayments.io
Support: https://t.me/opayments_support
Email: customer@opayments.io