

# Terms of use

(as amended on October 25, 2023)

## 1. General provisions

1.1. This Agreement is a public offer (hereinafter referred to as Offer), or an offer of the **SMARTWAVE PAYMENT SERVICES PROVIDER L.L.C.** to conclude an agency agreement with any interested person to perform legal and other actions aimed at obtaining works / services supplied (produced / rendered) by third parties on behalf of the Client on the terms agreed by the Parties, within the framework of Customer service programs by the Agent's Partners. **These Terms of Use are a public offer, i.e. an offer containing all the essential terms, from which the will of the person making the offer is seen to conclude an agreement on these terms with any individual who has accepted the offer in accordance with the proposed conditions without limiting the time for acceptance and the possibility of early withdrawal of this offer.**

1.2. This Offer defines the procedure for registering a Client in the service program, the procedure for executing Client orders, the forms and procedure for settlements between the Parties, the responsibility of the Parties and other conditions for fulfilling obligations under the Agency Agreement.

1.4. This Offer is available to all persons for review on the Internet on the website platinumcl.com.

## 2. Terms and definitions

2.1. In these Rules, unless otherwise explicitly follows from the text, the following terms will have the following meanings:

2.2. Company (Agent) – **SMARTWAVE PAYMENT SERVICES PROVIDER L.L.C.**, registered on 25.04.2023, Register No.1963810, License No. 1178483, location address: UNITED ARAB EMIRATES, DUBAI, AL GOZE THIRD, FBG BUILDING BLOCK A, OFFICE 116. Under a transaction made by an Agent, the rights and obligations arise directly by the principal (Client).

2.3. Client (Principal) – any capable individual, as well as an individual who is an authorized representative of a legal entity, who has reached the age of 18 years, who has joined this Offer.

2.4. Services – works or services performed / rendered by third parties to the Client as a result of legal and other actions performed by the Company on behalf of and at the expense of the Principal under the Agency Agreement, a list of which is presented on our website. The Company, at its discretion, has the right to make changes to the specified list at any time. The Client may request the provision of works / services not specified in this list, and the Company, depending on the available possibilities, has the right to accept an order to represent the Client's interests in order to receive such works / services or refuse to do so to the Client.

2.5. The Company's website is the Company's page on the Internet at platinumcl.com.

2.6. Acceptance – the Client's request for the provision of Services by a Partner of the Company and registration of the Client in accordance with the procedure determined by these Rules.

By making an acceptance, the Client confirms that the Client's registration took place in accordance with the procedure determined by this Offer. By making an acceptance, the Client confirms that he fully and unconditionally agrees with all the terms of this Offer and enters into an Agency Agreement with the Company.

2.7. Account – an electronic registry entry that relates to the Client and contains data about him and his actions, including identification data for authorization (login and password).

2.8. Application is an order from the Client to the Agent's Partner about the implementation of works / services in the form of a request in accordance with the procedure determined by these Rules.

2.9. Support Service is a special unit of the Company that provides feedback to Customers by e-mail [business@platinum-cl.com](mailto:business@platinum-cl.com) and in the chat "Virtual Concierge", presented on the website.

2.10. Identification – determining the identity of the Client, including by passing authorization by the Client (entering a login and password).

2.11. A partner is a legal entity or an individual entrepreneur who serves Clients and has contractual relations with both the Client and the Company.

## 3. Client Registration

3.1. It is possible to register in the service program at the initial request of the Client to the Company or Partner and acceptance of the terms of these Rules for the purpose of further provision of services to him.

3.1.1. The Client is obliged to:

3.1.2. Enter the following data into the form: Last name, first name, phone number, e-mail address.

3.2. After performing the above actions, the Client's registration is considered completed, and the Client gets the opportunity to make Requests to the Agent's Partners within the framework of the service program.

3.3. The Account can only be used by the Client. Transfer of login and password to third parties is not allowed. The Client is responsible for the use of the Account.

3.4. By registering, the Client gives consent to the Agent and his authorized representatives to process his personal data, including: last name, first name, patronymic, date and place of birth, gender, postal and actual address and e-mail address, telephone, passport data, voice, marital status, education, profession, for any action (operation) or set of actions (operations) performed with his personal data, including collection, recording, systematization, accumulation, storage, clarification (updating, modification), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction of personal data using automation tools, including in information and telecommunication networks, or without the use of such means, if the processing of personal data without the use of such means corresponds to the nature of actions (operations) performed with personal data using automation tools, that is, allows you to search for personal data recorded on a tangible medium and contained in card files in accordance with a given algorithm or other systematized collections of personal data, and/or access to such personal data, as well as the transfer (including cross-border) of these personal data to third parties in order for the Client to receive Services.

The consent is given for the entire term of the Agency Agreement and until the expiration of 5 years after the end of the year in which the Client sent a notice of termination of the Agency Agreement, and can be withdrawn by the Client at any time by sending a written notice.

The Client consents to these Partners to process information about the Client's private life, including the list, scope, timing and cost of Services, including by including this information in the primary documentation issued in the process of fulfilling obligations under service agreements. The Agent is not entitled to use this information for other purposes and is obliged to respect the confidentiality of this information.

3.5. In case of detection of loss of login and password or illegal use of the Account, as well as if the Client suspects the possibility of such situations, the Client is obliged to immediately notify the Agent by sending an appropriate electronic application for restoring access.

3.9. The Agent has the right to suspend the execution of the Principal's orders in case of detection of illegal operations using the Client's Account until the Client receives explanations on the merits of these operations.

3.10. The Client is obliged to provide the Agent with reliable information for communication, and in case of its change to provide updated information in a timely manner. The Agent's obligation to send notifications to the Client is considered fulfilled when the notification is sent in accordance with the information available to the Agent for communication with the Client.

#### **4. Submission of Requests and order of execution of Client's orders**

4.1. Requests for the provision of Services are submitted by the Client, depending on the type of service and available options, by the Client's direct contact with the Agent's Partner at the service point, sending a message through the "Virtual Concierge" on the Website page, exchanging letters by e-mail.

4.2. After receiving the Request, the Agent or the Agent's Partner conducts the Identification procedure. When submitting a Request, the Agent's (Agent's Partner's) Support Service has the right to request the Client to provide a phone number or email.

4.3. The Agent's Partner determines the cost and estimated deadline for completing the Client's order and issues an invoice to the Client.

4.4. If the Client agrees with the invoice, the Agent's Partner is obliged to execute the order within the time limits agreed by the Parties, in good faith and professionally, in accordance with the Request and the requirements of the current legislation.

4.5. The Client has access to the register of executed orders of the Agent's Partners in his Account (the Agent's report on the execution of orders). Reports are sent in the form of an electronic document and displayed in the Account, and are considered agreed if the Client does not declare a reasoned refusal to the Agent within 1 day after publication. If there are no objections from the Client within the prescribed period, the report is considered accepted by the Client.

## **5. Cost of the Agent's services and payment procedure**

5.1. Unless otherwise specified by the Parties, the amount of remuneration for the Agent's Services is determined as the difference between the amount paid by the Client according to the invoice issued by the Agent's Partner in accordance with clause 4.3 of this Offer, and the cost of Services. The invoice includes, among other things, the agency remuneration of the Company.

5.2. When paying with a corporate card, the Principal assures the Agent that an individual (representative) has the right and is authorized to use a corporate card (business card) belonging to the Principal. In cases of misuse of a corporate card, the entire responsibility lies with the Principal.

5.3. When paying for an order with a bank card, payment processing (including entering the card number) takes place on a secure page of the processing system, which has passed international certification. This means that confidential data (card details, registration data, etc.) of the Customer does not arrive at the online store, their processing is completely secure and nobody, including the Website of the Agent, can not obtain personal and banking data.

When working with card data, the information security standard developed by the international payment systems Visa and MasterCard Payment Card Industry Data Security Standard (PCI DSS) is applied, which ensures the secure processing of the details of the Holder's Bank Card. The applied data transfer technology guarantees the security of transactions with Bank cards by using TLS (Transport Layer Security) protocols, Verified by Visa, Secure Code, MIR Accept and closed banking networks with the highest degree of protection.

In case of a refund, the funds are returned to the same card with which the payment was made.

## **6. Procedure for making changes to the Offer**

6.1. Amendments and additions to this Offer are made by the Agent unilaterally. For the entry into force of amendments and additions to this Offer made by the Agent on his own initiative, the Agent informs the Client about such changes and additions by posting a new version of the Offer and conditions on the Agent's Website on the Internet. The Client is obliged to independently monitor the changes made to this Offer. Notification by the Client's Agent does not require the Agent to obtain evidence of receipt of such notification. All changes and additions made by the Agent to this Offer come into force at the time of posting the new version of the Offer and conditions on the Agent's Website on the Internet. Continued use of the Agent's Services by the Client means acceptance of the amended Offer.

6.2. If the Client does not agree with the changes, he has the right to terminate the agreement in the manner set out in this Offer.

## **7. Miscellaneous**

7.1. The Parties are liable for non-fulfillment or improper fulfillment of their obligations in accordance with applicable law.

7.2. The Client is prohibited from:

7.2.1. upload, send, transmit or in any other way post and/or distribute content that is unlawful, harmful, insulting morality, including information that violates the rights of minors; contains pornographic images and texts or scenes of a sexual nature; contains description of means and methods of suicide, any incitement to commit it; promotes and/or fuelling racial, religious, ethnic hatred or hostility, propagandizes fascism or ideology of racial superiority; contains extremist materials; or is fraudulent;

7.2.2. violate third party rights and/or to harm them in any form;

7.2.3. impersonate another person or representative of an organization and/or community without sufficient rights, to use when interacting with the Agent technology "spoofing a phone number";

7.2.4. upload, send, transmit or in any other way post and/or distribute information in the absence of rights to such actions under the law or any contractual relationship;

7.2.5. upload, send, transmit or in any other way post and/or distribute unsolicited advertising information, spam (including spamdexing);

7.2.6. upload, send, transmit or in any other way post and/or distribute any materials containing malware or other computer code, files or programs designed to breach, destroy or limit the functionality of any computer or telecommunication equipment or software, for unauthorized access as well as serial numbers for commercial software products and programs for their generation, logins, passwords and other means to gain unauthorized access to paid resources on the Internet as well as posting links to the information above;

7.2.7. unauthorized collect and store personal data of other persons;

7.2.8. break the normal functioning of Agent's Website;

7.2.9. promote actions aimed at violation of the restrictions and prohibitions imposed by the Rules;

7.2.10. otherwise violate the applicable law, including international law.

7.3. The Agent has the right to suspend the execution of the Principal's orders in case of detection of illegal operations using the Client's Account until the Client receives explanations on the merits of these operations.

7.4. The Client is obliged to provide the Agent with reliable information for communication, and in case of its change to provide updated information in a timely manner. The Agent's obligation to send notifications to the Client is considered fulfilled when the notification is sent in accordance with the information available to the Agent for communication with the Client.

7.5. The Parties are released from responsibility for non-fulfillment or improper fulfillment of obligations under the agreement, if the failure resulted from force majeure circumstances that arose after the conclusion of the agreement by the events of extraordinary nature, which side(s) could not (and) neither foresee nor prevent by reasonable measures (force majeure). Such emergency circumstances include natural disasters, accidents, floods, earthquakes, epidemics, fires, riots, strikes, revolutions, war, entry into force of legislation, government regulations, and orders of public authorities, directly or indirectly prohibiting specified in the contract activities, the circumstances connected with the refusal / failure of foreign banks in settlements with third parties engaged by the Company to provide the services, and any other circumstances beyond the reasonable control of the Parties, preventing the fulfillment of obligations.

7.6. The Client's claims on completed orders are accepted by the Company in writing, provided that they are sent in the manner specified in clause 4.5 of the Offer.

The claim should contain the following information:

- date and time of occurrence of the circumstances concerning which the claim is made;
- conditions for the occurrence of such circumstances;
- content of requirements of the Client;
- the Client's details for sending a reasoned response to the claimed claim;
- mobile phone number and email address, including feedback from the Client and/or his authorized representative.

The Agent shall consider a claim within 30 working days of receipt after what in writing send a reasoned response specified in the claim details.

7.7. Failing an agreement by the Parties disputes, controversies or claims arising out of the Rules or in connection with them are discussed in the judiciary in accordance with the laws of location of the Agent.

7.8. Due to the fact that the Company is acting on behalf and for the benefit of the Client, the company is not responsible for the quantity, quality, timing of the Services. The Company may transfer to the Customer of the participant for further proceedings between the Client and the contractor. In case of order cancellation, the refund is made within the terms determined by the law.

7.9. In case of violation by the Client of the provisions of these Rules, insults to the employees (representatives) of the Agent or Partner, as well as the decision of the Company or Partner to refuse to provide Services to the Client, the Company has the right at any time to refuse to provide Services to the Client by sending a corresponding notification to the Client by e-mail or in any other way provided by law for sending legally significant messages. The provision of Services in this case is terminated at the time of sending this notice by the Company.

7.10. The Company assumes no responsibility for the content of any other websites to which links are posted on the Site, and is not responsible for any loss or damage that has arisen, whether really or allegedly, as a result of using or acting on the basis of the content, products or services available on such a site, which are hyperlinked from the Company's Website. The Company has no control over the content of these websites. The inclusion of hyperlinks to such web sites does not imply that the company endorses the content or has any relevance to their owners.

#### **Bank and contact details of the Company**

SMARTWAVE PAYMENT SERVICES PROVIDER L.L.C., registered on 25.04.2023, Register No.1963810, License No. 1178483, location address: UNITED ARAB EMIRATES, DUBAI, AL GOZE THIRD, FBG BUILDING BLOCK A, OFFICE 116., phone + 971-54-7430001, e-mail business@platinum-cl.com.