

## Framework User Agreement

Last updated 21.12.2022

This Agreement constitutes a legally binding agreement between You and Mediacube regarding your use of [MC Pay](#). It is important that you read it carefully. The agreement applies to all users.

Before using [MC Pay](#), please read this Agreement and related documents. Any use of the MC Pay program by you means full and unconditional acceptance of all the terms of this Agreement and related documents.

### Related documents:

The MC Pay [User Agreement](#) and any documents it refers to; [Privacy Policy](#).

If you don't agree with any provision of this Agreement, you have no right to use MC Pay for any purpose.

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### 1. Definitions

**Mediacube** – MEDIACUBE WORLDWIDE LTD, a legal entity created and functioning in accordance with the laws of the Republic of Cyprus, registered under the number HE 401840, at Aiantos, 22, Agioi Omologites, postal code 1082, Nicosia, Republic of Cyprus, Copyright Holder of MC Pay.

**MC Pay** means a service owned by Mediacube, located at <https://mcpay.io>, and the App published at App Store and Play Market.

**User** means you, as an individual or a legal entity.

Any other definitions not disclosed in this Agreement have the meaning specified in the MC Pay User Agreement.

### 2. General provisions

1. To use MC Pay, the User must accept a license agreement with one of the partner [CSP](#) of Mediacube.
2. Mediacube has an agency agreement with partner CSPs and as an agent, Mediacube has the right to pay a license or any other remuneration to the User on behalf of partner CSPs.
3. The User acknowledges that the use of MC Pay and its functionality doesn't in any form constitute the provision of services to the User on behalf of Mediacube, including payment services, as specified in [Directive](#) (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC.

### 3. MC Pay

1. Payment of license fee or any other remuneration, as well as the use of MC Pay functions, is carried out in accordance with the MC Pay User Agreement.
2. By accepting this Agreement, the User acknowledges that he has read and unconditionally accepted all the terms of the MC Pay User Agreement.
3. Mediacube is not responsible:

For the terms and procedure for fulfilling obligations under license agreements that users enter into with partner CSPs;

For the amount of the license fee, which can be reduced taking into account the use of the MC Pay functionality or commissions of Payment methods.

4. In case of making Transfers, the User gives his consent to Mediacube's fulfillment of obligations on behalf of the CSP partner to a third party specified by such User as the recipient of the Transfer, as specified in the MC Pay User Agreement.

### 4. Other conditions

1. This Agreement is governed by and interpreted in accordance with the laws of the Republic of Cyprus. All disputes arising in connection with this Agreement are subject to mandatory pre-trial settlement by the Parties, and in case of failure to reach an agreement within the framework of pre-trial settlement of the dispute - in a court having jurisdiction at the location of Mediacube.
2. All questions and claims related to the Agreement should be sent to the email address: [support@mcpay.io](mailto:support@mcpay.io).
3. The invalidity of one of the clauses or conditions of the Agreement doesn't entail the invalidity of the entire Agreement.

4. The User recognizes the legal force of the texts of documents received by e-mail on a par with documents executed in simple written form on paper. Any documents that were sent using e-mail have full legal force only if these documents are sent to the User's e-mail address specified as the Login during registration. Mediacube assumes no responsibility if the User specifies an incorrect email address.

**Clarification Notice**

*The User understands that he is not a client, employee or counterparty of Mediacube. The User uses MC Pay only for the purpose of generating Income from partner CSPs and choosing the method of paying their remuneration. Any withholding of the User's remuneration is not a payment for services and will be accepted as a reduction of the User's remuneration, which he accepted at the time of using a particular MC Pay functionality, in accordance with the MC Pay User Agreement.*

Date of accession - 06.05.2025