

## MC PAY USER AGREEMENT

Last updated **01/09/2022**

The User Agreement creates a legally binding contract between you and Mediacube in relation to 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. Any use of the MC Pay program by you means full and unconditional acceptance of all the terms of this Agreement.

If you do not 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 Cyprus, registered under license number HE 401840, whose principal place of business is at Makariou III, 134, ground floor, Cyprus, Copyright Holder of MC Pay.

**MC Pay** is a service owned by Mediacube, located at <https://mcpay.io>, and the App published at App Store and Play Market, which is an authentication and identification system.

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

**Profile** is a personal page of a registered User in MC Pay.

**Personal account** is a website, access to which is provided by **Mediacube** to the Users, through which they add their accounts on social media and (or) other services, manage the Balance, Funds and Profile Credits of the profile, view the profile information and manage it.

**Profile Balance** is the total summary information of the Profile Funds and Profile Credits on the amount of all Income payable to the Mediacube User.

**Profile Funds** are the Income payable by Mediacube to the User.

**Income** is a User's remuneration under contracts between Mediacube and the User, which is credited by Mediacube to the User's account in MC Pay and paid using Payment systems to the User's details specified in the Personal Account.

**Profile Credits** are funds reflected in the User's Balance Sheet, calculated on the basis of Income, which the User has the right to request as payment from Mediacube against future accruals of Funds.

**Rate** is (commission) expenses of Mediacube for the purchase (or conversion) of US dollars into another currency requested by the User in order to pay Income.

**Additional services** are the functionality of MC Pay provided to the User.

**YouTube Income** — represents the User's remuneration paid by Mediacube for the use of the User's Content, calculated in accordance with the license agreements between the User and Mediacube.

**Application** — a request to connect the YouTube Channel and/or Services provided within the MC Pay.

**Content** — the result of intellectual activity — objects of copyright and/or related rights: audiovisual works, phonograms, musical works, and other materials, as well as fragments of any works and materials located on the Platform, and/or specified in the Personal Account, the Rights to which are granted by the User to Mediacube on the terms of the Agreement or License agreement.

**Platform** — a software and hardware complex designed for storing, reproducing, distributing Content, placing advertisements in it, and collecting statistical information, as well as providing the ability to use the Content. The Google Platform (YouTube) Terms of Service can be found at <http://www.youtube.com/t/terms>. Guidelines for Fair Use of Content are available at <https://www.youtube.com/intl/ru/yt/about/copyright/fair-use>.

**Connected YouTube channel** — YouTube channels that the User added to Personal Account by providing access to YouTube Accounts.

**Registration** – a set of actions of the User in accordance, including the provision of Credentials and other information, performed by the User using a special form of the user interface in order to form a User Profile.

**Transactions** are operations performed in MC Pay, which include: operations for crediting Funds to the User; operations for adjusting User Credits (if applicable).

**Login** is an email address that the User chooses independently and specifies when registering with MC Pay, through which the User will log in to the Personal Account.

**Password** is a keyword or a set of characters intended to confirm identity or authority.

**Payment systems** are systems through which the User has the right to receive payments from Mediacube, as clarify at paragraph 6.3 of Agreement.

**Transfer** is an operation for debiting the User's funds from his Balance and crediting them to the Balance of another User in accordance with the rules specified in Section 8 of this Agreement.

## 2. Warning

PLEASE READ THIS AGREEMENT CAREFULLY. BY REGISTERING, ACCESSING, VIEWING INFORMATION, DOWNLOADING OR UPLOADING CONTENT, OR USING MC PAY, YOU

- a) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPTED THE TERMS OF THIS AGREEMENT, AND
- b) YOU HEREBY CONFIRM THAT YOUR AGE IS SUFFICIENT FOR SUCH REGISTRATION IN ACCORDANCE WITH APPLICABLE LAW AND/OR THAT YOU HAVE ALL THE NECESSARY CONSENTS (FOR EXAMPLE, PARENTAL CONSENT) IN FULL COMPLIANCE WITH APPLICABLE LAW, INCLUDING CONSENT FOR THE PURPOSES OF INFORMATION PROTECTION LEGISLATION, OTHERWISE REGISTRATION WITH MC PAY AND ITS USE ARE PROHIBITED.

IF, IN ACCORDANCE WITH THE LEGISLATION OF YOUR COUNTRY, YOU ARE PROHIBITED FROM USING MC PAY, OR PARTS THEREOF, OR IF THERE ARE OTHER LEGAL RESTRICTIONS, YOU DO NOT HAVE THE RIGHT TO USE MC PAY. IN THIS CASE, YOU WILL BE SOLELY RESPONSIBLE FOR THE USE OF MC PAY OR ON THIS PART TERRITORY OF YOUR STATE IN VIOLATION OF APPLICABLE LAW.

## 3. General provisions

3.1. This User Agreement (the "Agreement") is a legally binding agreement between the User and Mediacube governing your access and use of MC Pay.

3.2. To use MC Pay, the User must unconditionally (in full, without exceptions and/or additions) accept the terms of the Agreement. Starting to use MC Pay, the User is considered to have accepted the terms of the Agreement in full, without reservations or exceptions.

3.3. The collection and use of personal data carried out by Mediacube in connection with your access and use of MC Pay is described in the Privacy Policy located at: <https://mcpay.io/api/privacy?lang=vi>.

3.4. MC Pay is a service that provides the User with:

- a) the ability to create a single account for authentication on a variety of online resources, including using single sign-on technology, when using which the User moves from one section of the portal to another without re-authentication;
- b) the ability to connect a YouTube channel and become part of the Mediacube partner network, grant Mediacube the rights to use content in order to monetize it;
- c) the ability for the User to receive funds from Mediacube under contracts between Mediacube and the User, as well as transfer such funds to other Users in accordance with the Agreement;
- d) the ability to access Mediacube services;
- e) the ability to access the services of Mediacube partners by logging in to MC Pay.

3.5. The Agreement, as well as the documents referred to by the Agreement, may be amended by Mediacube without any special notice, the new version of the Agreement, as well as the documents referred to by the Agreement, shall enter into force from the moment it is posted on the Internet at the address specified in this paragraph (or the address referred to by the Agreement) unless otherwise provided by the new version of the Agreement and/or the documents referred to by the Agreement. The current version of the Agreement is always available on the page at: <https://mcpay.io/api/agreement?lang=vi>.

3.6. If Mediacube has made any changes to the Agreement and/or documents referred to by the Agreement, with which the User does not agree, he is obliged to stop using MC Pay. In any case, the User performing actions aimed at using MC Pay after the entry into force of the new version of the Agreement and/or the documents referred to by the Agreement is a confirmation of the User's consent to the new version of the Agreement and the documents referred to by it.

3.7. The User confirms that they have the legal authority to accept the Agreement, the persons who have accepted the terms of the Agreement have all the rights to perform the legal actions specified in it in accordance with the legislation of the Cyprus.

3.8. The data on the User's Income is reflected on the basis of the data provided by YouTube, the affiliate program, as well as the operations performed to enroll and/or dispose of the User's Income are made in MC Pay.

3.9. The User acknowledges and agrees that Mediacube is not obliged to view and in any way check the Content posted by the User in their Profile, including for compliance with applicable law, including legislation on copyright and related rights.

#### **4. User Registration**

4.1. To access MC Pay the User fills out the registration form: goes through the registration procedure by creating a Personal Account. All Mediacube messages, including the first notification message about the completion of the registration procedure, are sent to the User at the email address that he specified in the "Login" field when registering his Personal Account. The login is unique and cannot be changed in the future.

4.2. If the use of additional MC Pay features offered by Mediacube in the MC Pay service requires an additional Application and (or) clarification of User data, and (or) addition of User data, then such additional features are provided to the User only after Mediacube receives such an application.

4.3. After registration, the User provides reliable Personal Data and payment details for Income payment paperwork.

4.4. In order to comply with Google's policy (<https://support.google.com/adsense/answer/6167308?hl=vi>), from 01.09.2022 Mediacube will stop paying income to the following regions:

Crimea;

Cuba;

the so-called Donetsk People's Republic (DPR) and Luhansk People's Republic (LPR);

Iran;

North KOREA;

Syria.

Registration for Users from the above regions will become unavailable. In the case of using a VPN, Mediacube is not responsible for any Transactions and payment of Income. If necessary, payments to such a region, Mediacube undertakes to pay all Income, after which it reserves the right to disconnect the User from MC Pay.

4.5. Registration and authorization via social networks is also available to the User. When choosing this method, the login to MC Pay will be carried out using the login and password of the corresponding social network. The User agrees to receive, store and process Mediacube's personal data from such networks.

#### **5. Using MC Pay**

5.1. To use MC Pay, the User:

5.1.1. Undergoes the procedure of registering a Personal account.

5.1.2. In order to solve difficult situations or obtain advice regarding the Services provided by Mediacube, contact the Information and Technical Support Service using the means of communication and contact information specified in clause 11.2 of this Agreement.

5.2. The User undertakes to:

5.2.1. comply with the terms of this Agreement.

5.2.2. independently (personally) look through the terms of this Agreement, as well as monitor all changes and (or) additions to it. The User undertakes to understand them or, if any of the terms of the Agreement are not clear to the User, to request clarification of the terms of this Agreement from the responsible Mediacube employees in the technical and information support service.

5.2.3. independently bear the risks of possible adverse consequences for them in case of loss and (or) disclosure of his Password by the User.

5.3. Restriction of User rights:

5.3.1. The User is expressly prohibited from decompiling, disassembling, and otherwise studying the source code of MC Pay.

5.3.2. The User is expressly prohibited from selling, renting, leasing for temporary use, using MC Pay in any other way and in a manner other than the method of use stipulated in this Agreement.

5.3.3. The User is expressly prohibited from modifying MC Pay.

5.3.4. The User is expressly prohibited from transferring the User Name and (or) Password to the Personal Account to third parties.

5.4. By agreeing to the terms of this Agreement and accepting the terms of this Agreement, the User hereby assures Mediacube and guarantees Mediacube that:

- a) The User complies with and will comply with all applicable laws, legislative acts, orders, and regulations and all relevant data privacy and security laws when performing the actions specified in this Agreement;
- b) The User provided reliable personal and payment data when registering with MC Pay.

#### 5.5. By providing MC Pay, Mediacube reserves the right to:

##### 5.5.1. deny any User access to MC Pay and block access to the User's Personal Account in the following cases:

- a) if the authentication and (or) authorization of the User has not been carried out, or Mediacube has reason to believe that the authentication and (or) authorization of the User has been carried out with violations;
- b) if there are technical problems with Mediacube;
- c) if the User's actions significantly violate this Agreement;
- d) if the User's actions cause property damage or damage to Mediacube business reputation.

##### 5.5.2. make changes to the terms of the Agreement at any time and wholly at its sole discretion.

##### 5.5.3. suspend the operation of MC Pay or hardware upon detection of significant malfunctions, errors, and failures, as well as for the purpose of preventive maintenance and prevention of unauthorized access at any time at its sole discretion and (or) during the occurrence of such a need for an unlimited time.

##### 5.5.4. use the services of Third Parties to fulfill their obligations under this Agreement, without incurring liability to the User using such services.

##### 5.5.5. disclose information about the User only in accordance with the legislation of the country of registration of Mediacube.

##### 5.5.6. expand, modify, shorten, edit and refine the functionality of the MC Pay service.

##### 5.5.7. Withhold the User's remuneration in the event of:

- a) if the User owes Mediacube any amounts – to the extent that the User owes such amounts in accordance with the Agreement;
- b) In the case of fraudulent actions with Content or on the YouTube platform that led to an increase in the number of views and rewards, as well as other actions that violate the terms of use of YouTube;
- c) If the YouTube channel is disconnected from the Mediacube partner network and the MC Pay service before the expiration date of the License Agreement between the User and Mediacube;
- d) Channel demonetization (in a situation where a YouTube channel is automatically disconnected from an affiliate program when YouTube decides to disable monetization for certain violations);
- e) Blocking the User's YouTube channel;
- f) The presence of gross violations of the terms of use of YouTube, copyright infringement;
- g) Violations of the terms of the Agreement.

##### 5.6. Mediacube publishes official messages related to User service and (or) modification (addition) of legally important information on the public official MC Pay website.

##### 5.7. Mediacube does not use the User's personal and payment data obtained during registration for any selfish purposes and guarantees non-disclosure of this data, except in cases where disclosure of such information is Mediacube responsibility by virtue of the legislation of the country of registration of Mediacube.

## 6. Payments

##### 6.1. After registration, the User in the Personal Account with the help of the Profile Balance gets access to tracking the amounts of Income, which is subsequently paid to the payment details specified in the User's Personal Account.

##### 6.2. For the purposes of Income payment, the User uses one of the proposed Payment Systems. The User confirms that they are familiar with the rules of use of the Payment System chosen by them. The rules for using the Payment System are posted on the official web pages of the corresponding Payment System.

##### 6.3. When using Payment Systems, the User agrees to all the terms and conditions of the relevant systems accessible in MC Pay.

##### 6.4. All expenses related to bank transfer (bank fees for transfer, conversion, etc.), as well as expenses incurred by Mediacube as a result of making a transfer using electronic payment systems, fees, taxes are deducted from the User's Income. All taxes established by the legislation of User registration are paid by the User in the state of his registration independently. Information about the commissions of banks and Payment systems, which can be deducted from the User's Income, is reflected in MC Pay when choosing a particular Payment System or another method of Income payment.

##### 6.5. Profile funds are formed within 5 (five) business days after funds are credited by the Platform, other platforms, and (or) third parties to Mediacube. Funds are credited to the User's Personal Account automatically based on income reports.

6.6. Mediacube has the right to withhold part of the User's Income in cases of providing Additional Services in the amount and in the manner determined by the agreement of the parties.

6.7. If the User deletes the Personal Account or during the period provided to the User to restore the Personal Account, the funds owed to the User from the Platforms and (or) third parties have not been withdrawn, Mediacube, at the request of the User, pays the remainder of the Income within 30 (thirty) calendar days.

6.8. If the User has declined the Mediacube services, then at the request of the User, Mediacube pays the amount of Income accumulated on the User's account in MC Pay.

6.9. The User's income is credited and displayed in MC Pay in US dollars.

6.10. The User has the right to request payment of Income in another currency or in another way, taking into account the functionality of MC Pay. Payments in currencies other than US dollars available in MC Pay are made at a special Rate, which is brought to the attention of the User at the time of choosing the appropriate method or currency. The User agrees that the Rate is set by Mediacube independently.

6.11. The payment of Income to the User is made by clicking the button in the Personal Account called "Withdraw" within 10 (Ten) banking days. When crediting funds to the User through Profile Credits, Mediacube has the right to charge an additional commission.

6.12. Profile Credits represent the amount that, based on Mediacube data, the User will receive in the future, and which Mediacube can pay to the User against future receipts.

6.13. Profile Credits are generated no later than 3 days from the date of accrual of Income to the User.

6.14. For security purposes, the User agrees that the payment of Income will not be carried out without passing the KYC procedure in MC Pay.

6.15. The User agrees that the Profile Funds may be paid to him by a Mediacube commercial agent or other third parties.

## 7. Connecting a YouTube channel

7.1. After completing registration, the User gets access to the Personal Account, where they track the amount of Income, which is subsequently paid through MC Pay, and also view the Connected channels.

7.2. If the provision of any additional Services offered by Mediacube in MC Pay requires an additional Application and (or) clarification of the User's data, and (or) supplementing the User's data, and (or) clarifying the composition of such additional Services and the conclusion of additional agreements between the User and Mediacube (agreements, conditions, rules, etc.), then such additional Services are provided to the User only after Mediacube receives such an Application.

7.3. To Connect a channel, the User needs to click "Connect". During the connection process, the User will be asked to accept the terms of the license agreement for the transfer of rights to the Content, which are necessary to pay the YouTube Income to the User.

7.4. The User may have access to a system of tariffs, according to which the Income will be credited to MC Pay. The User is considered to have accepted the terms of the tariff at the time of their choice in the Personal Account.

7.5. When crediting funds to the User at one of the tariffs, Mediacube has the right to charge interest for its services in the amount approved by Mediacube unilaterally:

1. Interest for the withdrawal of Profile Credits prior to their accrual to the Profile Funds ("Flexible Payments" tariff);
2. Interest for the daily transfer of Profile Credits to Profile Funds ("Express Funds" tariff).

Unilaterally approved tariffs by Mediacube are posted at: <https://mcpay.io/home/account>

7.6. Mediacube reports that MC Pay is using the YouTube API Service. Considering this, when using MC Pay, the User accepts the YouTube terms of use located at: <https://www.youtube.com/t/terms> and also consents to the collection, use, and storage of their personal data in accordance with the Google Privacy Policy located at: <http://www.google.com/policies/privacy>. The User has the right to revoke their consent to the collection, use, and storage of their personal data at any time by clicking on the link <https://security.google.com/settings/security/permissions>.

7.7. If the User's channel does not meet the requirements for connecting to the partner network, the User still has the right to send an Application. In this case, the User will be assigned the "Participant" status. Mediacube has the right to connect the User's channel with the "Participant" status at its discretion.

7.8. In the case specified in clause 7.7, the User agrees that if their channel is connected, they are familiar with the terms of the license agreement located at: <https://mcpay.io/en/help-center/mediacube/license-agreement>. The User fully accepts the terms of such an agreement and reserves the right to terminate it in case of disagreement with any of its provisions within 3 days from the date of connection of the channel. The current version of such an agreement will be posted in the User's Personal Account.

7.9. The User agrees that the analytical data on the revenue of the User's YouTube channel are supplied by YouTube and are approximate. The amount of the User's remuneration calculated using such analytical data may differ from the amount actually accrued in MC Pay. The amount of the User's remuneration directly depends on the amounts that will be transferred by Google to the Mediacube address. If Google does not transfer the remuneration to Mediacube, Mediacube is not obligated to pay such non-transferred remuneration to the User and is not responsible for the payment of remuneration to the User in this case.

## **8. Rules for making Transfers**

8.1. This section defines the conditions for making Transfers when using the MC Pay service.

8.2. Mediacube provides Users with the ability to make Transfers if the User meets all of the following conditions:

8.2.1. The user is a private person;

8.2.2. The User has passed the verification process;

8.2.3. The user has activated two-step authentication.

Further, in this section (Section 8 of the Agreement), Users will be understood only as Users who meet the conditions specified in paragraphs 8.2.1 – 8.2.3 of the Agreement.

8.3. The User has the right to make Transfers only to Friends who comply with clause 8.2.1 – 8.2.3 of the Agreement. If the User complies with clause 8.2.1 and does not comply with clause 8.2.2. and (or) 8.2.3, he has the right to provide information and perform actions necessary to comply with clause 8.2.2. and (or) 8.2.3.

8.4. To make a Transfer, the User must:

8.4.1. Click on the "Transfer" button located in the Balance card in the system MC Pay;

8.4.2. Enter the ID of the user to whom he wants to make a Transfer;

8.4.3. Specify the Transfer amount;

8.4.4. Pass additional authentication.

8.5. To make a Transfer, the User is obliged to perform the actions specified in clause 8.4 of the Agreement in the order (sequence) specified in clause 8.4 of the Agreement. The User can also generate a link for Translation, and send it to another user who needs to make the Transfer.

8.6. The User agrees that Mediacube is not responsible for the amount of the Transfer, the User's mistakes when performing the actions specified in clause 8.4 of the Agreement.

8.7. The User looked through and agrees that Mediacube does not cancel the Transfer (refund of funds transferred by the User), regardless of the reasons for the erroneous (incorrect) transfer, as well as the reasons why the User expressed a desire to cancel the Transfer.

8.8. In addition to what is specified in this section, the User has the right to request a Transfer to any other User if such User provides confirmation of the rights to the Transfer amount of another User.

8.9. Mediacube is not responsible to Users for confirming with Banks and Tax authorities the purpose of the payment and other issues on the User's side related to the payment of the Profile Balance.

8.10. The Users agree that the Transfer is a Mediacube order from one User to fulfill a monetary obligation to a third party (another User).

## **9. Assurances and Guarantees**

9.1. If the YouTube channel is connected, the User, by agreeing to the terms of the Agreement, assures Mediacube and guarantees that:

1. the User will not engage in illegal or fraudulent activities;

2. the User has all the rights and powers to accept the Agreement;

3. the User complies and will comply with the applicable laws;

4. the User specified reliable personal and payment data at registration;

5. the User voluntarily accepts the terms of the Agreement in full.

9.2. MC Pay is provided "as is" and Mediacube makes no warranties or representations.

9.3. In particular, Mediacube does not guarantee that:

1. the use of MC Pay will meet the needs of the User,

2. the use of MC Pay will be uninterrupted, timely, secure, or error-free,

3. any information obtained by the User as a result of using MC Pay will be accurate or reliable, and

4. defects in operation or functionality of any software provided to the User within MC Pay will be corrected.

9.4. MC Pay is not subject to terms, warranties, or other terms (including any implied terms of satisfactory quality, suitability for the intended use, or matching the description) unless expressly set forth in the Agreement.

## **10. Technical support**

10.1. Mediacube provides free technical and informational support by email specified in MC Pay. The User can send his request via the form in MC Pay. Mediacube will make every effort to provide a qualified and effective response to every User request.

10.2. Technical support email address: [support@mcpay.io](mailto:support@mcpay.io).

## **11. License**

11.1. By copying the MC Pay or using the MC Pay in any way, the User expresses his full and unconditional consent to all the terms of this Agreement.

11.2. The use of the MC Pay by the User under the terms of this Agreement is free of charge. The use of the MC Pay on terms and in ways not provided for by this Agreement is possible only on the basis of a separate agreement with the Mediacube.

11.3. The MC Pay contains copyrighted materials, trademarks and other legally protected materials, including, but not limited to: texts, photos, graphic images.

11.4. The Mediacube grants the User, and the User accepts a personal non-exclusive non-commercial limited license without the right to transfer the MC Pay to third parties. The Mediacube grants the User the right to use the Program in the following ways:

11.4.1. To use the MC Pay for its direct functional purpose, in order to copy it and install (reproduce) it on the User's mobile device(s). The User has the right to install the MC Pay on an unlimited number of mobile devices owned by the User.

11.4.2. To distribute the MC Pay free of charge for non-commercial purposes by bringing information about it to an indefinite circle of persons without the right of subsequent transmission.

11.5. The Mediacube is not obliged to provide support, maintenance, updates, modifications and new versions of the MC Pay. The Mediacube may from time to time issue updates for the MC Pay and automatically, by electronic communication, update its version installed on the User's mobile device. By accepting this Agreement, the User agrees to such automatic updates, and also accepts that the terms and conditions of this Agreement will be valid for these updates.

11.6. The right to use the MC Pay after User registration is non-transferable. The User is fully responsible for the actions of transferring the MC Pay by third parties, as well as for the damage caused to the MC Pay and/or the Mediacube caused by third parties as a result of such transfer.

11.7. The MC Pay is provided without quality assurance, does not imply any guarantees, express or implied. The Mediacube does not guarantee that the MC Pay will meet the User's requirements, as well as that its operation will be uninterrupted and error-free. The Mediacube is not responsible for the accuracy, completeness, applicability or reliability of the results obtained during the use of the MC Pay or any data and information downloaded or otherwise obtained through the use of the MC Pay. The User assumes the responsibility to upload, otherwise receive information through the MC Pay at his own risk and at his own discretion, while no claims can be made against the Mediacube regarding damage received by the User or in relation to the User's property.

11.8. The use of the MC Pay by the User is possible only if there is access to the Internet. The user independently receives and pays for such access on the terms and at the rates of their telecom operator or Internet access provider.

11.9. The provisions specified in this section apply equally to the web and mobile versions of MC Pay, which the User can install on his device through:

App Store – <https://apps.apple.com/by/app/mc-pay/id1624232502>

Google Play – [https://play.google.com/store/apps/details?id=com.mediacube.mc\\_pay](https://play.google.com/store/apps/details?id=com.mediacube.mc_pay)

## **12. Liability**

12.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

a) IN ANY CASE, MEDIACUBE IS NOT RESPONSIBLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOST PROFITS OR LOSS OF DATA, AS A RESULT OF AN OFFENSE (INCLUDING NEGLIGENCE) OR ON OTHER GROUNDS THAT ARISE AS A RESULT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE MC Pay, INCLUDING, BUT NOT LIMITED TO, ANY LOSSES CAUSED BY OR ARISING FROM THE USE BY THE USER OF ANY INFORMATION RECEIVED FROM MEDIACUBE, OR ARISING FROM ERRORS, ACTS OF INACTION, DELAYS, DELETION OF FILES OR EMAILS, ERRORS, DEFICIENCIES, VIRUSES, DELAYS IN FUNCTIONING OR TRANSMISSION OR DETERIORATION OF CHARACTERISTICS, REGARDLESS OF WHETHER THEY ARE CAUSED BY NATURAL DISASTERS, FAILURE OF COMMUNICATION SYSTEMS, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO DOCUMENTS, PROGRAMS OR MEDIACUBE SERVICES; AND

b) IN ANY CASE, THE TOTAL LIABILITY OF MEDIACUBE UNDER THE AGREEMENT, WARRANTY, AS A RESULT OF AN OFFENSE (INCLUDING NEGLIGENCE EXPRESSED IN ACTION OR OMISSION, OR IMPUTED NEGLIGENCE), UNCONDITIONAL LIABILITY OR OTHER LIABILITY THAT ARISES AS A RESULT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE MC Pay, DOES NOT EXCEED THE AMOUNT OF \$100.

12.2. The User agrees to indemnify, defend and release Mediacube from liability in respect of any claims, losses, damages, obligations, including legal support costs, that arise as a result of violations by the User (for example, violation of the rights of any third party, violation of the Agreement or any other applicable agreements regarding the use of MC Pay or violation of representations and warranties made by you under this document. Mediacube reserves the right to exercise, at the User's expense, the exclusive protection, and control of any claim for which compensation is required for Mediacube, and the User agrees to cooperate with Medicare in the protection of such claims. Mediacube will use all reasonable efforts to inform you of any such claim, action, or proceeding that it becomes aware of.

12.3. Mediacube is not responsible for any damage to the User's or other person's electronic devices, mobile devices, any other hardware or software caused by or related to the use of MC Pay.

12.4. The User bears all possible risks of adverse consequences in case of entering false personal data, deliberately false information, personal data of third parties into the Profile, including, but not limited to, the risks associated with bringing Mediacube and (or) third parties to responsibility. In case of initiation of proceedings in accordance with the procedure established by law as a result of illegal actions by the User, the presence of justified claims of third parties, Mediacube has the right to disclose the User's personal data, and the User undertakes to act on the side of the debtor, the defendant, the person against whom the process is being conducted.

### **13. Other conditions**

13.1. This Agreement is governed by and interpreted in accordance with the laws of the 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.

13.2. All questions and claims related to the Agreement should be sent to the email address: [support@mcpay.io](mailto:support@mcpay.io).

13.3. The invalidity of one of the clauses of the Agreement does not entail the invalidity of the entire Agreement.

13.4. Mediacube grants the User a full, worldwide, and non-exclusive license to use MC Pay without the right to transfer the rights to such use to third parties.

13.5. 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.

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