

Terms and Conditions of Use of "MPAY" Electronic Wallet and Payment Application

These Terms and Conditions of Use reflect the main terms and conditions of transactions (settlements) made through the "MPAY" electronic wallet and payment application, as well as regulate the relations between the "MPAY" Closed Joint-Stock Company and the "MPAY" users regarding these operations.

These Terms and Conditions of Use are applied to "MPAY" users, individuals, and legal entities who intend to use by registering in the appropriate application and are considered an offer of "MPAY" Closed Stock-Joint Company to provide electronic wallet and payment services.

These Terms and Conditions of Use are concluded in order to adopt the terms of the contract as an offer of electronic wallet and payment services. The agreement has a legal force in accordance with the Civil Code of the Republic of Azerbaijan and is equivalent to the contract, which is signed by the physical participation of the Parties or by hand.

If you are not agreed with any article of this agreement, you shall refuse the acceptance of this agreement.

1. Terms and conceptions

Company – «MPAY» Closed Joint Stock Company, registered address: AZ1126, apt.41, building 51, Ganja Avenue, Khatai district, Baku city.

User – any natural or legal entity gained User status through the acceptance of current Terms and Conditions of Use (Agreement), concluded agreement on participation at payment system and recognized as user from the date of being determined based on «MPAY» e-wallet and payment system rules, registered through «MPAY» e-wallet and payment application and having the right to use payment services.

Agreement - documents established in Terms and Conditions of Use, as well as relevant User Terms and Conditions which considered as its integral part concluded between User and Company on rendering «MPAY» e-wallet and payment services through the acceptance of current terms of use;

Electronic wallet – electronic account enables to execute deposit, expenditure, transfer and other financial transactions of funds in electronic format.

Application – MPAY e-wallet and payment application presented by means of <https://mpay.az/> webpage and iOS, Android Platforms.

Account – E-wallet account considered for the Users registered in the application

Identification number (login) – Mobile phone number (User's e-wallet number) used for registering in the application

Order/User's order – Instruction certified by relevant technical payment tool and bearing the nature of application in order to execute the transaction.

Operation/Transaction – the act of company directed to deposit, transfer or expenditure of funds from/to the e-wallet account performed upon the disposal of User or on other basis regardless of any responsibility between user and recipients of funds.

Transfer – to transferring funds from User's account to another user's account online upon User's disposal.

Transferor – User executing transfer in favour of Recipient.

Recipient – User or third party whom transfer is made in his/her favour

Payer – User paying in favour of Provider or another user.

Commission – service fee deducted from User's account/payment card by Company for rendering services.

Payment kiosk – equipment working on the base of self-service and enabling to execute payment transactions by means of payment tools, as well as cash or payment account and providing Payer with certifying documents for execution of payment transactions.

Top-up balance – to top up the balance of e-wallet account in cash through payment kiosk or by payment card upon User's disposal.

Voucher – a functionality enabling to transfer funds from User's account to the other's upon User's disposal. Funds shall be transferred to the User's account accepting voucher right after being certified by entering Voucher number and PIN code.

Invoice – payment document developed by Seller and addressed to one or more users in order to pay the fee for goods or services.

Bonus – points provided upon bonus program provisions determined independently by Company unilaterally in order to stimulate transactions executed by User and points accumulated onto bonus account. User may only use the collected bonuses in accordance with the provisions of bonus programs.

Bonus account – one of electron wallet accounts showing bonuses.

Business account – e-wallet account determined for previously registered legal entities and individual entrepreneurs. User should submit state registration documents of legal entity/individual entrepreneur for opening business account.

Seller – User registered as legal entity or individual entrepreneur in application.

Exchange – Change, replace, turnover or any exchange of financial funds or bonuses in accordance with internal exchange rate to be applied by Company in the course of transactions intended to be carried out by User on exchange rates with different currency between accounts.

Internal exchange rate – Exchange rate determined and applied by Company in order to exchange one currency with other. Relevant internal exchange rate may be amended upon unilateral discretion of Company.

Favourite payment – Any template of payment saved by User in order to make payment in faster and more convenient way.

Automatic payment – Any payment executed by system periodically with certain time intervals based on pre-determined parameters upon payment order approved by User in advance.

Account confirmation (identification) – Measures taken for determining User's personality, legal capacity, representative authority.

Service – Financial services provided by Company through application.

Provider – Service provider supplied by Company through application

Intellectual property rights – all intellectual and industrial property rights and all copyrights. Right to use database, design rights, protected marks (trademarks), domains, other non-material assets (goodwill), broadcast rights, brand names, logos, rights regarding to visual imaging rights, badges of distinction and/or confidential information rights (as well as, when relevant, enlargement, restore, update), as well as all applications for protection of any such registered or unregistered rights (and application rights) and all similar or equivalent rights or protections forms that exist or will exist in any part of the world in the future;

All terms not determined in this chapter shall be construed in accordance with the context of this Agreement and the legislation of the Republic of Azerbaijan.

2. General provisions

- 2.1. This Terms and Condition of Use is Offer of Company for conclusion of Agreement in accordance with terms and conditions stipulated therein. It shall be considered as concluded and forceful from the date of performance of transactions set forth in article 13 of Terms and Conditions of Use and describing unconditional adoption of all contractual provisions thoroughly without any exclusion or limitation.
- 2.2. Parties declare that they shall comply with all rights and liabilities arising from this deed (offer) by evaluating this Terms and Conditions of Use as an Agreement concluded between Parties.
- 2.3. When concluding this agreement User shall certify in accordance with terms of use that:
 - Get familiar with all provisions, agreed with all terms unconditionally and be responsible for obeying them imperatively;
 - His capacity of activity is not limited, is not subject to guardianship, guarantee or custody, may carry out, protect and fulfil his/her own rights independently, does not suffer from any disease making obstacle to matriculate the essence of this concluded Agreement and its provisions.

3. Subject of agreement

- 3.1. This agreement shall determine the terms and conditions for rendering following services for User:
 - 3.1.1. to open e-wallet account;
 - 3.1.2. to carry out transaction on e-wallet account (as well as on bonus accounts);

- 3.1.3. non-cash settlements;
- 3.1.4. non-cash payments;
- 3.1.5. non-cash transfer;
- 3.2. The list of rendered services is not limited by the mentioned items and may be subject to change unilaterally and/or addition of new services and functional supplements by the Company.
- 3.3. The list of offered services may be changed depending on whether user passed from identification procedure or not.

4. Identification

- 4.1. Identified user – A person who submitted following documents in the manner determined by article 4.4 of this Agreement and passed identification procedure shall be considered as a person gained Identified user status:
 - For natural entity – Surname, name, patronymics, details of Identity Card (passport), residing (registered) or permanent residence address, Taxpayer Identification Number (TIN) (if available);
 - Fore legal entity - name, organizational-legal form, state registration number or registration number of foreign legal entity, state registration place and registered (placed) address, taxpayer identification number (TIN) or code (identification) certifying state registration of foreign organization/company/corporate subject;
- 4.2. In the course of registration in application, Company shall give chance to open e-wallet account determined for users not passed through identification procedure.
- 4.3. After activation of e-wallet account User shall undertake to fill his/her personal details into suitable gaps at personal detail page:
 - (1) name, surname, patronymics;
 - (2) date of birth
 - (3) any other information that may be required.
- 4.4. Users may execute identification procedure as following:
 - 4.4.1. By submitting required documents to head office of Company located at the address of Apartment 7B, Albert Agarunov Street, Baku city.
Contact details of Customer Services: +994 12 525 20 30, contact@mpay.az;
 - 4.4.2. By uploading required documents to application (but if Company does not consider suitable to upload required documents in this manner, it shall have right to request submission of documents in the manner stipulated by article 4.4.1);
 - 4.4.3. By registering through ASAN Imza.
- 4.5. After inspection of submitted documents by Company, relevant status shall be given to Users who successfully passed from identification procedure.
- 4.6. List of services, payment and transfer limits, commission and other provisions provided for identified Users may differ from provisions provided for unidentified Users. Company

shall have right to make amendments and annexes to Service List and Terms and Conditions of Use.

5. Terms of use of electronic financial services

5.1. E-wallet account for each User shall be settled in order to fulfil transaction within the system. E-wallet initially identified by User's mobile phone number. User accepting these Terms and Conditions of Use hereby declares, accept and guarantees that if user registers with more than one telephone number and does not comply with the normative requirements stipulated by the legislation, as well as exceeds the limit applied to non-cash settlements, User's access to use application may be limited, suspended, execution of appropriate transaction may be refused if relevant cases are disclosed by Company. Company shall not be responsible for the relevant cases before any third party or relevant executive power authority. By adopting these Terms and Condition of Use, User shall not object that Company may submit required information on user and relevant transaction not complying with the normative requirements determined by the Legislation upon request of appropriate authorized entity.

5.2. User shall follow these rules while using e-wallet:

- To set secure passcode, not to disclose his/her passcode and personal identification number to other people;
- Not to save his/her passcode and personal identification number on computer or other electronic medias;
- To change passcode periodically, not to use easy passcodes like name and surname or date of birth;
- To secure confidentiality of personal details;
- Not to disclose any personal details like phone number, passport number or e-mail to any other person;
- To save information on transactions;
- To inspect accuracy and safety of used webpage:
 - To be assured to use right e-wallet webpage before executing any transaction or submitting any personal detail. Should be careful against fake websites developed for fraudulent purpose; - should be assured the safety of webpage by checking the availability of Uniform Resource Locator (URL) beginning with "https", protected token in the status of web-browser should be visible;
 - Webpage URL should always be inserted to web-browser directly. Should retain from to be directed to other direction and entry to other unreliable pages; - if available, it is recommended to use an application that automatically saves or encodes personal details in the process of performing electronic operations.
- To protect his/her computer or smartphone from unauthorised access and hazardous programs, to check regular update and operation of antivirus program;
- To exit from webpage used for performing electronic operations immediately even computer is remained uncontrolled;

- To leave system after performing electronic operations;
- Not to permit other person to use the mobile phone which used for performing electronic operation;
- If mobile phone is lost or stolen, to inform Company immediately;
- If mobile telephone number is refused or its use is suspended, to inform Company immediately;
- Not to share personal details, especially passcodes and personal identification numbers by means of e-mail, messenger, social network and other electronic means;
- If any question emerged regarding to the safety of e-wallet, to inform Company immediately.

5.2.1. Company shall not bear any responsibility for any damage made to User as a result of above-mentioned cases deliberately or directly and if these cases occur, Company shall have right to support User only within its capabilities.

5.3. Company shall have right to make change to list of provided services and their terms of use by informing users by means of placing relevant information on <https://mpay.az/> website.

5.4. Operation on e-wallet shall be conducted based on User's order. These operations may be executed based on principles stipulated by relevant normative documents of Company given in Agreement, <https://mpay.az/> website or legislation of the Republic of Azerbaijan.

5.5. Additionally, operation on e-wallet may be conducted by Company without User's order in following cases:

5.5.1. To delete commission fee intended to be paid by User in accordance with Company Tariffs (as well as Service Tariff or provisions) and/or other expenses borne by Company and certified documentarily as a result of rendering services for User upon agreement;

5.5.2. As a result of any error or technical failure due to Company's fault, to delete received amount from User's e-wallet account directly and exceptional manner;

5.5.3. It is permitted to delete debt amounts resulting from following cases (including but not limited) from User's account/payment card:

- In the case of not withdrawing funds from account/payment card if payment is successful and as well as off-line transactions are executed;
- Profit transaction of funds to e-wallet account is disputed by Transferor, to deduct funds by Company for refunding to Transferor;
- Technical overdraft (overspending)
- To delete transaction amount conducted without permission of Payer in order to refund Payer;
- Other cases determined by legislation, normative acts of Company or upon consent of parties.

- 5.6. Transferring electronic funds is concluded when Operation Order is accepted by Company, balance of e-wallet of Transferor is decreased and e-wallet balance of recipient is increased by transfer amount.
- 5.7. Operation Order settled by User by means of entering passcode set by User in order to login application shall be accepted as required and sufficient affirmation of User's will of executing relevant operation and authenticity of order given for Operation.
- 5.8. Parties shall recognize passcode as an analogue of signature signed personally. Use of passcode shall produce analogical legal consequences by using personally signed signature within the requirements of legislation of the Republic of Azerbaijan.
- 5.9. If User is raised any claim against Company regarding to use of passcode, authenticity of passcode, making amendments to Operation order or other documents after submitting to Company, getting Operation Order by company and other facts, User shall undertake to incorporate evidences certifying the above-mentioned facts to his/her claim requirements.

6. Tariffs

- 6.1. Some e-wallet services are provided with paid bases by means of deletion without acceptance of commission amount from User's e-wallet account/payment card in accordance with tariffs determined by Company and posted on <https://mpay.az/> website.
- 6.2. Information on operation commissions not stipulated by tariffs shall be provided to User in the course of executing transaction through application and shall be deleted from Users e-wallet account or payment card without acceptance.
- 6.3. Commission fee may be deducted from operation amount additionally or may be included in Operation amount.
- 6.4. If any operation is fulfilled by User incorrectly, service is considered as rendered and amount (including commission fee) is not refunded.
- 6.5. Company shall have right to change (increase, decrease) tariffs unilaterally or partially, to determine new ones and to cancel existing tariffs. In this case, the mentioned changes shall be forceful from the date of being published on Company website - <https://mpay.az/>, if other cases are not determined by Company.
- 6.6. If User is not agreed with application of new Tariffs, he/she has right to close his/her account by terminating this agreement unilaterally.

7. Rights of parties

7.1. Rights of Company:

7.1.1. To refuse execution of operation in following cases:

- When disclosed attempt of performing operation considered for only identified Users by unidentified User;

- If sufficient funds are not available at e-wallet account or payment card balance for performance of operation and payment of commission fee of Company determined by tariffs;
- Any mistake made by User in the course of showing payment and/or other props;
- If set of documents (props) required by Company is not submitted by User or not submitted fully or submitted in wrong/defective way;
- If required set of documents (props) for registering information provided by legislation on legalization of funds or other properties obtained criminally and combat against terrorism financing are not provided or not provided in full manner;
- Operation is contradicting with the legislation of the Republic of Azerbaijan and terms of this agreement (all illegal operation including but not limited legalization of funds or other properties obtained criminally and combat against terrorism financing, participation in sports and betting games presented by companies not accredited in due manner, financial crimes and any illegal operation determined by the Legislation of the Republic of Azerbaijan (action or inaction));
- Other cases determined by this agreement, internal normative documents of Company and the legislation of the Republic of Azerbaijan.

7.1.2. To refuse registration if user does not pass through registration procedure in due manner;

7.1.3. Company may refuse execution of relevant operation and block e-wallet, if in the cases determined by this agreement and/or the legislation of the Republic of Azerbaijan, as well as if any need raises for blocking all or a part of operations performed by e-wallet upon discretion of Company. Blocking e-wallet shall last until removal of all causes for such blocking.

7.1.4. to request information on funds, as well as resource of funds available in e-wallet, additional information and documents certifying base for performance of such operations, also information and documents enabling identifying recipient (beneficiary) from User in accordance with the legislation of the Republic of Azerbaijan;

7.1.5. To make changes to operation notes if any malfunction occurs in Company database, as well as to do all required actions for restoring information on performed operations by User;

7.1.6. To determine and make changes (increase, decrease) to limitations (limits) to execution of operations by using e-wallet unilaterally. Information on such changes is available on <https://mpay.az/> website. Unless otherwise is not provided by Company, such changes shall come into force from the date of placing them on <https://mpay.az/> website;

7.1.7. To carry out modification to interface and software used in the course of mutual activities of parties;

7.1.8. To prohibit operations, as well as applications previously permitted to e-wallet in any moment and suspend acceptance of any formed information;

- 7.1.9. To request written consent of his/her legal representative, guardian or custodian upon the given form determined by people using e-wallet determined for identified users and people not having activity capacity determined by the legislation. Such written consent should be presented to structural unit of Company together with identity card of legal representative, guardian or custodian of User and a document certifying legal representative, guardianship or custody status in relation to User;
- 7.1.10. To carry out collection, store, processing any other information by Company automatically in order to execute Agreement and securing operation safety, as well as configuration of program-apparatus means used for logging in e-wallet, any need for transferring information on featured specification to third parties and mutual activity process of User's program-apparatus means;
- 7.1.11. To process User's any personal information presented by personally or by third parties in any methods for the purpose of executing agreement in the course of conclusion of agreement and during its effectivity;
- 7.1.12. Company shall have right to check information presented by User through any method, therefore, it may carry out collection and investigation of existing information regarding to User and User shall not object to the inspection of relevant information by Company;
- 7.1.13. Not to accept claims against operations raised by User after 14 (fourteen) calendar days from the date of execution of operation;
- 7.1.14. To perform relevant operations regarding to e-wallet without User's Order in accordance with article 5.5 of this Agreement;
- 7.1.15. To block User's e-wallet in the course of accepting the documents developed by authorized organization in due manner till Company has executed the requirements of the said organization;
- 7.1.16. When accepting the documents on arrest developed by authorized entities in due manner, to put arrest on residue of funds in the amount mentioned in this document, if amount is not given, to put arrest on all residue of funds;

7.2. User's rights:

- 7.2.1. To accept notifications, information, extracts on transactions conducted by means of using e-wallet;
- 7.2.2. to submit claims and other appeals to Company in the cases and manner determined by this agreement;
- 7.2.3. To submit claims on disputed transactions within 14 calendar days from the date of executing operations. Claim shall be compiled in written form in accordance with the form determined by Company.
- 7.2.4. To terminate this agreement by applying to Company in determined manner. If User has a debt to Company, Agreement shall be terminated after transfer of debt amount to e-wallet account and being deleted by Company.

8. Liabilities of Parties

8.1. Liabilities of Company:

- 8.1.1. To post notification on making amendments (including terms of use, tariffs and/or additional services) to this agreement on <https://mpay.az/> website or to inform user by other means upon Company's discretion;
- 8.1.2. To take measures for avoiding unauthorized access of other person to User's information on e-wallet and transaction conducted through it;
- 8.1.3. To take all possible measures for protection of confidentiality of information on operations carried out by using e-wallet and User's information. Information on operations carried out by using e-wallet and User's information may be presented in the cases determined by the legislation of the Republic of Azerbaijan to other parties or authorities without User's consent.

8.2. User's liabilities:

- 8.2.1. To obey terms of this agreement, to carry out requirements of Company in required manner;
- 8.2.2. To provide Company with right information while passing identification procedure;
- 8.2.3. User shall warrant authenticity and accuracy of all information submitted to Company and entitle Company for processing the given information in the system of Company.
- 8.2.4. User shall have right to specify and make amendment to the submitted information in e-wallet system in any time and shall inform Company on any amendment made to the given information within 3 working days.
- 8.2.5. To take measures on storing the information used for authorization in application, not to transfer to third parties, not to place them to databases and electronic medias that easy to access and available;
- 8.2.6. Not to execute illegal entrepreneurship activity and not to do other illegal acts, not to perform operations regarding to supporting actions directed to the violation of public security and ethic norms;
- 8.2.7. Not to engage in legalization of funds or other properties obtained criminally and combat against terrorism financing, participation in sports and betting games presented by companies not accredited in due manner, financial crimes and any illegal operation determined by the Legislation of the Republic of Azerbaijan;
- 8.2.8. To provide company with right and actual (currently existing) information;
- 8.2.9. To inform Company timely, if any change is made to personal information and other information presented for identification, props, as well as information for sending notification;
- 8.2.10. To submit all information and documents requested by Company within the framework of execution of Agreement;
- 8.2.11. To provide information, as well as resource of funds available in e-wallet and documents certifying base for performance of such operations upon request of Company;

- 8.2.12. User shall give his/her own consent for processing of any personal information or any personal information of third parties by means of any methods determined by Company in order to execute this agreement in the course of conclusion this agreement or during its effectivity period. The mentioned consent shall be forceful during the effectivity of this Agreement and may be terminated by User through unilateral refusal to perform this agreement. If User submits personal information of third parties to Company during the execution of this agreement, User shall give guarantee for their authenticity and consent of personal information subjects for submission of such information consent, as well as shall take responsibility for legitimacy and authenticity of the given information;
- 8.2.13. To carry out other liabilities determined by this agreement and legislation.

9. Rules for Mutual Activity of Parties

- 9.1. <https://mpay.az/> website is an official information source on agreement, tariffs and services and main tool for informing User. Thereby User shall certify that all requirements posted on <https://mpay.az/> website shall be obeyed unconditionally and they shall be executed fully.
- 9.2. Company shall carry out informing procedure of User one of methods given below upon his own discretion:
- By posting information on website;
 - By sending SMS;
 - By sending Push notifications;
 - Phone calls to the number given by User;
 - By posting letter to the postal address given by User;
 - By sending e-mails to e-mail address given by User;
 - By sending facsimile to the number given by User.
- User shall bear responsibility for topicality of contact details given by him/her. Performance of any above-mentioned activity shall be considered as User is informed in due manner, in this case Company shall not bear any responsibility for whether the notification is accepted by User or not.
- 9.3. User shall guarantee that all transactions concluded in his/her own e-wallet have been executed upon his/her own discretion.
- 9.4. User's applications shall be compiled in written form and transferred to Company by means of e-mail from e-mail address registered at e-wallet system duly or shall be submitted to the representative of Company (structural units) by User directly.
- 9.5. If identification number is lost or any hesitation emerges regarding to any unauthorized access to e-wallet, User shall apply to Company with relevant application immediately. Company, in its turn shall undertake to consider application and block e-wallet until identification of e-wallet authenticity and determination of its belonging to unidentified user or until changing passcode by identified User.

- 9.6. Identification of e-wallet authenticity and determination of its belonging to unidentified user shall be carried out through below mentioned methods:
- 9.6.1. To send code for resetting passcode to mobile phone linked to User's e-wallet by SMS;
 - 9.6.2. To submit application compiled in determined form to Structural units of Company and to submit required documents for User's identification, as well as to provide evidences regarding to right to have and use e-wallet. Sufficiency of evidences is determined upon exclusive discretion of Company;
 - 9.6.3. Other way determined by Company.
- 9.7. Company is not a party of agreement concluded among Users or between User and Provider, therefore:
- 9.7.1. shall not bear any responsibility for any results of conclusion, execution and cancellation of agreement, as well as refunding payment upon the deed, in the case the deed contradicts with legislative requirements;
 - 9.7.2. shall not consider User's claims on failure of Providers to execute liabilities upon the deed (or failure to execute in due manner).
- 9.8. If it is impossible to carry out operations or other services because of reasons that did not emerge due to Company's direct fault, actions or inactivity (suspension of electricity, failure of internet connection etc.), Company shall not bear any responsibility for failure to render services.

10. Work on claims

- 10.1. If any claim (complaint) is raised by User regarding to the rendered services, Users shall address them to MPAY Customer Services. Complaints are recorded and considered in accordance with internal regulations and procedures of Company. Cogency of User's complaint is determined based on the results of inspection conducted by Company. Inspection is carried out on every single fact which complaint is raised. If documents, information required regarding to the merits of Company are not provided to Company within 3 (three) days from the date of sending request to User, it shall be considered as User's waiver of claim.
- 10.2. Claim shall be considered as User's application developed as a result of Company's failure to execute or failure to execute its liabilities in due manner upon this agreement and containing a requirement bearing civil-legal characteristics against Company within the framework of this agreement.
- 10.3. If Company accepts the cogency of the claim based on the results of conducted inspection, in this case Company shall adopt decision on securing the claim wholly or partially. If claim is secured wholly, Company shall have right to carry out relevant acts without sending the response to applicant. If claim is secured partially or claim securing is waived, Company shall give notice to User by means of methods determined by agreement upon its own discretion.

11. Responsibility

- 11.1. Company shall be responsible for duly and timely execution of User's orders formalized in required manner in order to perform operations.
- 11.2. Company shall bear responsibility for protection of User's personal details, information on performed operations and information having commercial confidentiality in the manner determined by the legislation of the Republic of Azerbaijan, as well as any confidential information adhering to personal information for 5 years.
- 11.3. Company shall carry out all orders entered from User's e-wallet and shall not bear any responsibility for user's order on unauthorized access to e-wallet and his/her own funds.
- 11.4. Company shall not bear any responsibility regarding to Operation issue carried out by User's e-wallet before third parties. User shall attempt to regulate third party claims within the framework of possible opportunities independently.
- 11.5. Company shall not bear any responsibility for following cases:
 - 11.5.1. If order entered from User's e-wallet is executed by Company precisely, for operations performed in wrong manner;
 - 11.5.2. For malfunctions emerged in post, electricity supply, internet, communication networks due to the causes beyond the control of Company and/or disorders occurred due to not accepting notifications of Company by User timely or not accepting them at all;
 - 11.5.3. In the case of any technical disorder (cut off/damage electricity and communication supply, malfunction in software of processing centre or technical disorder in payment system) that resulting in non-execution of the terms of Agreement by Company;
 - 11.5.4. If information on operations carried out by using e-wallet, User's details is disclosed to other persons as a result of eavesdropping or seizure in the course of being used in communication channels;
 - 11.5.5. If information on operations carried out by using e-wallet, User's details is disclosed to other persons as a result of violation of this Agreement or failure of User to obey rules for terms of maintenance and use of relevant information;
 - 11.5.6. For the case when User has not temporary Access to communication means providing use of e-wallet and mutual activity with Company within the framework of this Agreement, as well as for incurred damages;
 - 11.5.7. For damages incurred by User as a result of blocking e-wallet;
 - 11.5.8. For any material or nonmaterial damages incurred by User and/or third party as a result of impossibility of use of e-wallet and irrespective of causes of emerged case;
 - 11.5.9. For damages emerged as a result of wrong compilation of orders on performance of operations by User;
 - 11.5.10. For damages emerged as a result of indicating wrong e-wallet number in the course of depositing or transfer funds to the account and depositing/transferring funds to the e-wallet stipulated by Company, then use of such funds deposited/transferred to e-wallet by User;

- 11.5.11. For damages emerging as a result of violation of rule determined for depositing funds by User;
- 11.5.12. For damages emerged as a result of depositing funds by User that impossible to deposit due to exceeding electronic money residue limit;
- 11.5.13. For damages emerged as a result of submitting wrong information by User for sending notifications;
- 11.5.14. For damages emerged as a result of submitting wrong identification information by User for sending notifications;
- 11.5.15. For damages emerged as a result of not updating information required for sending notifications and/or identification information by User;
- 11.6. User shall bear responsibility for following cases:
 - 11.6.1. On any request, claim and appeal of third parties against Company or User regarding to use of e-wallet;
 - 11.6.2. To maintain login and passcode details and their confidentiality;
 - 11.6.3. To formalize orders for performance of operations in due manner;
 - 11.6.4. To present exact and recent contact details;
 - 11.6.5. To carry out requirements of Company in required manner;
- 11.7. Parties shall bear responsibility for due execution of their liabilities on the issues not provided by this agreement in accordance with the legislation of the Republic of Azerbaijan.

12. Dispute resolution

- 12.1. User shall have right to apply to Company on any issue regarding to the use of application. Therefore, User may use methods given below:
 - by submitting/sending relevant application to the registered address of Company (AZ1075, 7B Albert Agarunov Street, Baku city);
 - to apply to Customer Services by calling (+994 12 525 20 30) or contacting with e-mail (contact@mpay.az).
- 12.2. Company shall have right to immediately suspend, limit or terminate relevant services unilaterally in relation to persons not using application, as well as relevant services provided by Company within the framework of law, not obeying the rules determined by company and the requirements of this deed, as well as violating his/her liabilities upon this offer. In case of termination of services, the Company, at its discretion, sends a corresponding notification to the User in one of the ways provided in the Agreement.
- 12.3. Otherwise, parties agree and accept that all disputes arising from this agreement or regarding to thereof, as well as disputes regarding to conclusion, violation, suspension and invalidity of this agreement shall be settled by the courts of the Republic of Azerbaijan.

13. Conclusion of Agreement

- 13.1. This agreement shall be concluded between Company and User in the form of offer agreement.
- 13.2. To perform following acts, as well as inactivity by User shall be considered as acceptance of terms of agreement:
 - To pass registration procedure in MPAY application;
 - To get familiar with this agreement and note in relevant gap of registration form regarding to his consent for these terms or express his/her will on this regard;
- 13.3. Acceptance of terms of this agreement shall be considered as acceptance of all provisions of Agreement by User in full, unconditional, unexclusive and/or without any limitation and shall have the same legal force with conclusion of written agreement between parties.
- 13.4. Validity period of provision of Agreement shall be unlimited.

14. Effectivity of Agreement

- 14.1. Agreement shall come into force from the date of execution of all acts by User for acceptance of Agreement and its execution shall be considered compulsory.
- 14.2. Validity period of Agreement shall be unlimited.

15. Modification and Termination of Agreement

- 15.1. This agreement, as well as Tariffs, presented list of services and their terms of use, other provision of mutual activities of Parties within the framework of this Agreement may be amended by Company in any moment. Relevant modifications shall be forceful from the date of being placed in <https://mpay.az/> website.
- 15.2. User shall not have right to amend, waive or violate any provision of this Agreement by any mean.
- 15.3. Company may terminate this agreement by giving notice to User at least 10 (ten) days in advance unilaterally.
- 15.4. User shall have right to terminate this Agreement in any moment by giving notice to Company excluding the cases in which User has unpaid debt before Company or his/her e-wallet is blocked on the bases provided by this Agreement.
- 15.5. The amount of electronic money residue shall be transferred to the bank account given by User within 10 working days after getting bank props from User in order to transfer this residue.

16. Final provisions

- 16.1. User certify that all provisions of this Agreement are clear and he/she adopts all provisions fully and unconditionally.

- 16.2. User shall guarantee that he/she has all required rights to enter the relations upon this agreement, to carry out all abovementioned rights and to fulfil liabilities and there is not any obstacle to perform this Agreement.
- 16.3. Invalidity or impossibility of execution of any part of this Agreement or its appendixes shall not be construed as invalidity or impossibility of execution of other part of thereof.
- 16.4. If other rule for determining time is not agreed additionally, time for performing all operations by using e-wallet shall be considered as the time determined upon server information of Company processing operation details.
- 16.5. Parties shall guide the applicable legislation of the Republic of Azerbaijan in other issues not provided by this agreement irrespective of User's nationality and residing place.
- 16.6. Parties shall undertake to inform each other on potential (considered) amendments in the course of execution of this Agreement and the cases emerged and effecting the execution of the provision of Agreement deliberately.
- 16.7. It is not allowed to transfer rights upon this agreement excluding the cases in which written consent of parties is available.