**PUBLIC CONTRACT**

**FOR THE PROVISION OF PAID INFORMATION SERVICES**

Minsk June 27, 2022

This Public Contract for the provision of paid information services (hereinafter referred to as the “Contract”) determines the procedure for the provision of paid information services and the use of the functionality of the website https://vpay.by (hereinafter referred to as the “Website”), as well as mutual rights, obligations, the procedure for relationships and settlements between the owner of the Website - **VPay Limited Liability Company** (hereinafter referred to as the “Contractor”), represented by the director of Karatysh Volha, acting on the basis of the Charter, on the one hand, and the user of information services (hereinafter referred to as the “Customer”) on the other hand, who accepted the public offer on the conclusion of this Contract.

**1. DEFINITIONS**

1.1 Capitalized terms appeared in this Contract are used in the following meaning except as otherwise derived from the text of the Contract:

**The Internet** is a worldwide global computer network of general access.

**Information resources of the Contractor** – information resource VPay.by and other resources posted on the Internet, owned by the Contractor or used by him on the basis of contracts for the purpose of providing paid information services.

**User Account (Account)** means a unique login and the key assigned to it for authorization on the Contractor’s Webite, indicated during the registration on the Contractor’s Webite, or changed according to the password change / restore procedure;

**Login** means a sequence of characters that distinguishes (identifies) each individual user from other users of the Contractor’s Website;

**Key** means a sequence of characters known only to the User and used to authenticate the User.

**Service Package/Tariff Plan** means a list of possible prices and volume of paid information services provided for registered Users (Customer), depending on the period of payment for services, which specifies the exact procedure for calculating the cost of services.

**Service** means the functionality of the Contractor's Website, provided to the Customer as part of the paid tariff plan.

**2. ENTERING INTO THE CONTRACT**

2.1 The conclusion of the Contract is governed by the current legislation of the Republic of Belarus, and in the part not regulated by the legislation directly established in this Contract.

2.2 This Contract is a public Contract (Article 396 of the Civil Code of the Republic of Belarus), according to which the Contractor assumes the obligation to provide services to an indefinite circle of persons (Customers) who applied for the provision of services.

2.3 Publication of the text of this Contract on the Contractor's Website at the following address: https://vpay.by is a public offer of the Contractor, addressed to an indefinite circle of persons, to conclude this Contract (paragraph 2 of Article 407 of the Civil Code of the Republic of Belarus).

2.4 The conclusion of this Contract is made by joining the Customer to this Contract, i.e. through the acceptance the terms of this Contract by the Customer, as a whole, without any exceptions (Article 398 of the Civil Code of the Republic of Belarus).

2.5 The fact of acceptance the terms of this Contract by the Customer is the payment made by Customer for the services ordered by him and the performance of other actions in the manner and on the terms determined by this Contract and the tariff plan (paragraph 3 of Article 408 of the Civil Code of the Republic of Belarus).

This Contract, subject to the procedure for its acceptance, is considered concluded in a simple written form (paragraphs 2, 3 of Article 404 and paragraph 3 of Article 408 of the Civil Code of the Republic of Belarus).

**3. THE SUBJECT OF THE CONTRACT**

3.1 In the manner and on the terms determined by the Contract and the tariff plan chosen by the Customer, the Customer undertakes to choose a tariff plan, accept the services provided and pay for them. And the Contractor undertakes to provide access to the services of the Contractor's Website within the framework of the selected and paid tariff plan. The volume of services provided is indicated in the corresponding tariff plan. The Contractor has the right to determine and establish independently the volume of information services provided, to deviate from the subject of the Contract specified in this paragraph of the Contract, supplementing it, expanding the list of services provided or excluding services that cannot be provided or are unclaimed, as indicated in the relevant tariff plan posted on the Contractor's Website.

**4. RIGHTS AND OBLIGATIONS OF THE PARTIES**

4.1 Obligations of the Contractor:

4.1.1 To provide services to the Customer in a quality and timely manner, subject to compliance with all requirements of this Contract.

4.1.2 To not disclose the information specified by the Customer during registration, except as expressly provided for by the legislation of the Republic of Belarus.

4.1.3 To inform the Customer about changes in the terms of this Contract by posting relevant information on the Contractor's Website.

4.1.4 To provide information and consulting support to the Customer on the choice of a tariff package and the procedure for providing services in the manner prescribed by this Contract during the Contractor's working hours. At the same time, the Contractor does not provide support and advice on the technical side, issues of providing services during the execution of works, actions of the Customer.

4.2 Rights of the Contractor:

4.2.1 To refuse in providing services to the Customer, or terminate the provision of services, as well as completely restrict the Customer's access to the services of the Contractor's Website, if the nature or content of the services use by the Customer violates the current legislation of the Republic of Belarus, the norms of international treaties and contracts, is offensive, violates the rights and legitimate interests of other persons or contrary to this Contract.

4.2.2 To block the identifier(s) (login(s) and key(s)) when they are used by unauthorized persons or when information received as part of a set of Internet resources is used for purposes not specified in this Contract;

4.2.3 To change, on a scheduled or unscheduled basis, the technical characteristics and parameters of the software tools involved in the provision of services, if such changes are aimed at maintaining the operability of the software tools or at improving their functioning, including with a temporary suspension of the provision of services.

4.2.4 To temporarily stop providing services to the Customer if the Customer partially or completely fails to fulfill the terms of this Contract - for the period until the conditions for improper performance of the Contract are eliminated; if the Customer has made a delay in payment for the services provided - for the period until the full payment for the services of the Contractor.

4.2.5 To refuse to execute this Contract and terminate the provision of services unilaterally out of court if the Customer has not eliminated the violations of this Contract committed by him within 30 calendar days from the moment the Contractor issues a demand for their elimination; if the delay in payment for the services provided is more than 30 calendar days. At the same time, the parties to the Contract establish that the recalculation and return of the amount of payment under this Contract to the User is not made.

4.2.6 To refuse at any time the Customer service and block access to the Website without giving reasons, while the Customer, if there are questions and claims, has the right to inform the Contractor and receive an explanation for the refusal to provide information services, Website blocking, etc.

4.3 Obligations of the Customer:

4.3.1 To comply with the terms of this Contract, as well as accept and pay for the ordered services to the Contractor in the manner, in the amount and within the time limits specified in this Contract.

4.3.2 To provide the necessary and sufficient information to the Contractor for the services provision.

4.3.3 To have positive conclusions of the authorized bodies, if necessary;

4.3.4 When registering on the Contractor's Website, to provide information that meets the requirements stipulated by this Contract.

4.3.5 To not take actions aimed at disrupting the correct operation of the services of the Contractor's Website, software and computer software of the Contractor and violating network security.

4.3.6 To ensure the safety and confidentiality of service information received from the Contractor (links, access names and passwords, mobile phone numbers of the Contractor's specialists, etc.).

4.3.7 If there are claims for the services provided by the Contractor, to notify the Contractor in writing within three working days from the moment when the Customer became aware or should have become aware of the non-fulfillment or improper fulfillment of the obligations assumed by the Contractor.

4.4 Rights of the Customer:

4.4.1 To use the services of the Contractor's Website provided by the Contractor in the manner specified in this Contract, during the term of its validity.

4.4.2 make suggestions to change or supplement the functionality of the Contractor's Website, leave feedback on the services provided.

4.4.3 To unilaterally refuse to execute this Contract in case of non-fulfillment or improper fulfillment by the Contractor of its obligations to provide information services under this Contract; disagreement with the changes and/or additions made by the Contractor to this Contract.

**5. COST OF SERVICES AND PAYMENT PROCEDURE**

5.1 The Customer has the right to pay for the tariff plan provided to him in the service, indicated on the Contractor's Website. The payment in the contract means the debiting of funds from the Customer's balance on the Contractor's Website for the provision of services.

5.2 Payment for the Contractor's services under this Contract is carried out by non-cash transfer of funds in the form of an advance payment in full according to the provided tariff plan of paid services.

5.3 Payment for services can be made by any of the methods offered and functioning on the Contractor's Website, as well as non-cash payment to the Contractor's settlement account upon prior Contract with him after the preparation of the necessary documents for this procedure.

5.4 The Contractor connects the tariff plan paid by the Customer within one working day from the date of receipt of funds to the Contractor's account.

5.5 The cost and conditions for the provision of information services may be changed by the Contractor at any time without prior notice. The current conditions, composition and cost of information services are indicated on the Contractor's Website in the corresponding tariff plan.

**6. TERMS AND CONDITIONS OF PROVISION OF SERVICES**

6.1 Paid services are provided to the Customer in case of acceptance (payment) of the provided tariff plan and are valid throughout the paid period.

6.2 The debiting of funds in the Customer's account may occur daily, depending on the tariff plan provided to the Customer.

6.3 When providing paid services, the delivery and acceptance of services is carried out at the end of the reporting period (quarterly period) by drawing up an act of delivery and acceptance of the services provided, which is drawn up at the request of the Customer. In accordance with the Resolution of the Ministry of Finance of the Republic of Belarus dated February 12, 2018 No. 13 "On the sole preparation of primary accounting documents and the invalidation of Resolution of the Ministry of Finance of the Republic of Belarus dated December 21, 2015 No. 58" The Customer confirms and agrees that the act of acceptance of the services provided in accordance with this Contract can be drawn up by the Contractor alone.

6.4 Paid services are considered to be provided by the Contractor properly and accepted by the Customer in full, if within 3 (three) working days from the end of the reporting period or the provision of the acceptance certificate for the services provided at the request of the Customer the Contractor has not received motivated written claims. At the end of the above period, the Customer's claims regarding the quality, volume and cost of the service are not accepted.

6.5 In case of objections, the Customer is obliged to submit to the Contractor a reasoned refusal to sign the act no later than 2 (two) business days from the date of receipt of the acceptance certificate submitted by the Contractor. A reasoned refusal must contain detailed indications of the non-compliance of the Paid Services provided with the provisions of this Contract, and must also be documented.

6.6 In case of receipt of written claims from the Customer, the Contractor undertakes to verify the alleged fact of improper provision or non-provision of the service and send to the Customer an agreement with the claim or a reasoned disagreement with it. If the Contractor agrees or partially agrees with the Customer's claims, the Contractor undertakes to re-provide the paid service or part of it, in the amount corresponding to the service not provided or provided improperly.

6.7 The parties hereby agree that the default delivery method for acceptance certificates for services provided is delivery to the Customer's email address. Delivery of acceptance certificates for the services provided to the Customer's postal address is carried out only after receipt of a written request from the Customer to the Contractor's postal address with a request to order this delivery method.

**7 RESPONSIBILITY OF THE PARTIES**

7.1 The Parties are responsible for non-fulfillment or improper fulfillment of the terms of this Contract in the manner established by the Contract.

7.2 The Contractor will have no liability for the Customer’s impossibility of using Website Services for reasons depending on the actions of the Customer himself.

7.3 The Contractor shall be exempted from liability for losses explicitly or indirectly incurred by the Customer as a result of full or partial consumption or inability to consume services in the following cases:

 - if losses are caused due to actions or inaction of third parties, or due to the inoperability of telecommunication channels, data networks, information resources or services, as well as accidents (malfunctions) in power electrical or computer networks that are outside the Contractor's own resources, or on the functioning of which he has no opportunity to influence;

 - if losses are caused as a result of the Customer's non-observance of the confidentiality of its credentials or other confidential information, as well as due to unauthorized access of third parties to the Customer's technical or information resources.

 - if losses are caused due to insufficient accuracy and stability of the Contractor's services.

7.4 The Contractor reserves the right to suspend the work of the Contractor’s Website Services and access to the Website for preventive work (if possible at night or on weekends).

7.5 The Contractor will not have any liability if the Customer’s expectations about the qualities and capabilities of the Contractor’s Webite Services were not justified.

7.6 When making payment for the provided tariff plan, the Customer is responsible for the accuracy of the information provided about himself, and also confirms that he has read and agrees with the terms of this Contract.

7.7 The customer acquires information services on an "as it is" basis and bears all the associated risks.

**8 FORCE MAJEURE CIRCUMSTANCES**

8.1 The Parties shall be exempted from liability for partial or full failure to fulfill their obligations under this Contract if this happened due to force majeure circumstances arising after entering into this Contract as a result of extraordinary events that the Parties could neither foresee nor prevent reasonable measures.

8.2 Force majeure circumstances include events on which the Party cannot influence and for which it is not responsible, such as: war, uprising, strike, earthquake, flood, fire, severe weather conditions or other natural disasters, government regulations, orders (decrees) of government bodies and officials, laws and other normative acts of the competent authorities, adopted after acceptance of this Contract and making impossible to fulfill obligations, establishing of this Contract, as well as the actions of government or local authorities and their representatives that impede the fulfillment of the terms of this Contract, and other unforeseen circumstances.

8.3 In the event of force majeure circumstances that impede the fulfillment of obligations under this Contract, the date for fulfillment by the Parties of such obligations shall be postponed in proportion to the time during which such circumstances are in effect, as well as the time necessary to eliminate their consequences, but not more than 60 (sixty) calendar days.

8.4 If force majeure circumstances are remaining in force beyond the period specified in paragraph 9.3 of this Contract, or when, upon their occurrence, it becomes apparent to both Parties that the circumstances will be in effect beyond this period, the Parties undertake to discuss the possibilities of alternative ways of fulfilling this Contract or terminating it without indemnification.

**9 NOTICES AND NOTIFICATIONS**

9.1 The Parties unconditionally agree that all correspondence, documentation, notices and notifications received by email are considered to be delivered to the addressee in proper form. Moreover, if the Contractor sending information (documents) by email, information (documents) is considered received by the Customer on the day the email is sent to the Customer's email address, which can be confirmed by a copy of the web page with the information (document) sent.

9.2 Parties are required to timely check correspondence received at their email addresses. All risks associated with adverse consequences due to non-compliance with the requirements of this paragraph of the Contract shall be borne by the Party that committed such a violation.

9.3 The Parties hereby declare that they fully accept the legal validity of the texts of documents received via communication channels (e-mail, fax) along with documents executed in simple written form on paper, unless the paperwork is mandatory due to requirements of this Contract or the legislation of the Republic of Belarus.

**10 CONTRACT TERM AND TERMINATION**

10.1 This Contract is regarded as being concluded from the moment the Customer pays for the Contractor's services and is valid until the end of the Contractor's provision of the Contractor's Website services paid by the Customer.

10.2 This Contract may be terminated:

- in case of expiration of the Contract;

- by mutual consent;

- in other cases provided for by this Contract and the legislation of the Republic of Belarus.

10.3 If this Contract is terminated at the initiative of the Customer or the Customer unilaterally refuses to perform this Contract, and the reason for its termination (refusal) is not the guilty actions of the Contractor (systematic failure and / or improper performance of the obligations assumed), then the Customer loses the right to demand from the Contractor the refund of any amounts he paid, even if the validity of these services has not yet expired.

10.4 The Contractor reserves the right to unilateral extrajudicial termination of this Contract if the Customer violates the terms of this Contract. In this case, the paid amounts will not be refunded to the Customer.

10.5 In case of a refund, such refund is made to the account from which the payment was made.

**11. DISPUTE RESOLUTION PROCESS**

11.1 The Parties undertake to resolve by negotiation all disputes and disagreements related to this Contract. If the Parties fail to resolve all disputes in a negotiated manner, all disputes arising under this Contract, including those related to its conclusion, amendment, termination, execution, invalidity, shall be resolved in court in accordance with the legislation of the Republic of Belarus in the court at the location of the Contractor.

11.2 Before applying to the court with a claim for disputes arising between the Parties under this Contract, the claim presentation (a written proposal for the voluntary dispute settlement) is mandatory.

**12. OTHER CONDITIONS**

12.1 The Parties acknowledge that any information relating to the conclusion of this Contract, including any attachments and additions, is a trade secret and undertake to strictly maintain the confidential nature of such information without disclosing it to third parties without the prior written consent of the other Party, unless this is necessary for the purposes of this Contract or for disclosure to the relevant government authorities in cases determined by the current legislation of the Republic of Belarus.

12.2 The Contractor has the right to unilaterally amend this Contract. Changes in the terms of this Contract come into force from the date of their publication on the VPay.by, unless otherwise specified in the publication.

12.3 Continued use of Contractor’s Website Services by the Customer after making changes or additions to this Contract means full acceptance of these changes or additions by the Customer.

12.4 The Contractor takes privacy and the information provided by the Customer seriously. The Contractor takes measures to protect and guarantees that personal information will not be transferred to third parties, unless otherwise provided by law. The privacy policy may additionally be posted on the Contractor's Website.

12.5 Regular use of the Contractor’s Webite Services by the Customer, the use of information services of the Contractor implies that the Parties agree to the privacy policy, the terms of this Contract. Consequently, Customer should independently regularly explore this Contract, information about the payment procedure, information posted on the Contractor’s Webite and the privacy policy statement to ensure that the Customer are fully aware of all the changes made.

**13 DETAILS OF THE PARTIES**

13.1 The Parties unconditionally agree under the details of the Customer to read the information specified by him during registration on the Contractor's Website.

13.2 13.2 Details of the Contractor:

VPay LLC

TRN 193625630

Bank details:

Account: BY47PJCB30120728371000000933,

JSC "Priorbank", BIC: PJCB BY2X, Minsk, Komsomolskaya Street,13

For postage:

220012 Minsk, Kaliningradsky Lane, 16, office № 6