

Terms & policies

Effective Date: 27th of January 2024

Website Terms of Use

Please read these terms and conditions carefully before using the website

1. Terms of website use

This terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website <https://gwayments.com> ('our website'). Use of our website includes accessing, browsing, submitting contact form. Please read these terms of use carefully before you start to use our website. By using our website, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our website.

2. Other applicable terms

The following terms also apply to your use of our website: Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our website, you consent to such processing and you warrant that all data provided by you is accurate.

The exact list of our products and services is specified on our website, however we want to affirm that we provide our products and services for corporate clients only. We do not provide products and services for individuals. If you purchase services from our website, our Merchant Services Agreement will apply to the sales.

3. Information about us

<https://gwayments.com> is a website operated by GOLDEN WAY PAYMENTS LTD (“we”). We are the company registered at January 19,2020 under the laws of Canada (registration number: BC1284623). On March 30, 2021 the Company received a license to carry out money transfers as a Money Service Business (MSB), License № M21509626, issued by Financial Transactions and Reports Analysis Centre (FINTRAC) of Canada. The office of the Company is located at 319 W HASTINGS STREET, #400 VANCOUVER BC V6B 1H6 CANADA.

4. Changes to these terms

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

5. Information on our website and changes to it

The information contained in this website is for general information purposes only. We endeavor to keep the information published on our website up to date and correct, however we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

6. Your account and password

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@gwayments.com stating in the subject matter of your email 'Password issues'.

7. Privacy

Our overriding objective is to handle all data fairly and securely. Any information you give us about yourself will be stored on our systems and may be disclosed to, processed and used by us, and the other companies that assist us in providing our services in accordance with our Privacy Policy.

8. Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world.

All such rights are reserved. You may print or download extracts of any page(s) from our website for your personal use and you may draw the attention of others within your organization to content posted on our website.

You must not modify in any way the paper or digital copies of any materials you have printed off or downloaded, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.

You must not use any part of the content on our website for commercial purposes without obtaining a license to do so from us or our licensors.

If you print off, copy or download any part of our website in breach of these

terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

9. Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by laws of Canada.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our website or any content on it, whether express or implied. We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: use of, or inability to use, our website; or use of or reliance on any content displayed on our website.

If you are a business user, please note that in particular, we will not be liable for: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked to our website. Such links should not be interpreted as endorsements by us of

those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Despite the fact that every effort is made to ensure the accuracy of information posted on the our website, the we cannot and will not guarantee the accuracy, reliability, timeliness or completeness of any information or data made available to you for any purpose. Neither the us, nor any of its affiliates, directors, officers or employees, nor any independent agents or distributors are not liable for any loss or damage resulting from errors or failure in the operation of our website, or as a result of acts or omissions of any other person involved in the creation, production and implementation of our website or if the contained data are not available for you, or for any other reason related to access, inability to access or use our website and of any material regardless of whether the us or software providers or service providers control circumstances, this impacting or not.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods by us to you, which will be set out in our Merchant Service Agreement.

10. Viruses

You are responsible for configuring your information technology, computer programmes and platform in order to access our website. You should use your own virus protection software, as we do not guarantee that our website will be secure or free from bugs or viruses at all times.

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material, which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our website, the server on which our website is stored, or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law

enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

11. Linking to our website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our website in any website that is not owned by you.

Our website must not be framed on any other website, nor may you create a link to any part of our website other than the home page. We reserve the right to withdraw linking permission without notice.

12. Third party links and resources in our website

Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources.

13. Contact us

To contact us in relation to these terms of use, please email info@gwayments.com stating in the subject matter of your email 'Question re Website Terms of Use'.

Thank you for visiting our website.

Declined Lines of Business Policy

You may not use the GOLDEN WAY PAYMENTS LTD services for activities that:

- ✓ pornography;

- ✓ adult content;
- ✓ content that contains violence or perversions;
- ✓ drugs;
- ✓ weapons;
- ✓ activities that incite national and religious discord;
- ✓ tobacco products;
- ✓ medical products and medicines;
- ✓ activities that infringe on copyright (digital content (music, videos, and/or software), designer (branded) products, counterfeit medicines, etc.);
- ✓ timeshares;
- ✓ replicas;
- ✓ acquisition, exchange and sale of crypto currency, other analogues of virtual currencies and other quasi-cash;
- ✓ activities that may be misleading or deceiving for the buyer (goods with a short period of free testing and with no opportunity to reject the goods; delivery of the buyer's personal data to a third party; the need for the holder's express rejection of extra services or goods at the website; and/or fraudulent fundraising or activities that imitate provision with governmental services; or activities of a website that are thought to be conducted with celebrities' approval or participation, etc.); and
- ✓ other goods or services whose sales via the Internet are banned, including but not limited to:
 - waste generated in the process of chemical weapons destruction;
 - museum objects and museum collections;
 - precious stones in nuggets;
 - pesticides characterized by an increased probability of a negative effect on people's health and the environment, this probability confirmed by registration tests of pesticides and agrochemicals;

- counterfeit medical and dental devices that have not been approved by regulators or whose life has expired, such as condoms; prescription contact lenses and coloured contact lenses; intravascular catheters; implants for breasts and other body parts; devices and equipment for use by hospitals, doctors, and dentists; diagnostic kits for tests for HIV, diabetes mellitus and pregnancy, etc.;
- cyberlockers;
- modchips (devices used to bypass technical capabilities for copyright protection in many popular game devices, including game consoles, in order to run copies of licensed games and applications and proprietary programs); and
- ✓ other goods and services whose sales violate requirements of the applicable legislation.

Violations of the Acceptable Use Policy

We encourage you to report violations of this Acceptable Use Policy to us immediately. If you have a question about whether a type of transaction may violate the Acceptable Use Policy, you can email our Compliance Department at: info@gwayments.com

Infringement Reporting Policy

It is our policy to take appropriate action where necessary to remove from our services or to disallow the use of our services in connection with material that is claimed to be infringing. If you are an intellectual property rights owner and you believe a website or a webpage using our services sells, offers for sale, makes available goods and/or services, or otherwise includes content or materials that infringe your intellectual property rights, then please contact us at info@gwayments.com stating in the subject matter of your email 'Infringement Report'.

Anti-Money Laundering Policy Statement

It is our policy and obligation to comply with the anti-money laundering legal and regulatory requirements, and we take these very seriously. More details can be found in our Compliance, Anti-Money Laundering, Counter-Terrorist Financing and Sanctions Programme.

GOLDEN WAY PAYMENTS LTD is required to meet, among others, the following legal requirements:

- Understand and interpret the legal and regulatory framework for AML/CTF requirements and systems;
- Understand standard industry best practice in AML/CTF procedures and proportionate risk-based approach;
- Design and implement the systems and controls necessary to mitigate the risk of being used in connection with money laundering or financing terrorism.

APPLICABLE LAW AND JURISDICTION

Your use of our website signifies your agreement to the jurisdiction of the courts located in Canada, for any claims related to these Website Terms of Use. If disputes arise you consent to the exclusive jurisdiction of the courts of Canada. If any provision of these Terms of use is unlawful, void or ceases to have any effect, such provision shall be deemed severable and shall be construed in accordance with the provisions of applicable law. This provision shall not affect the validity and enforceability of any remaining provisions. These Website Terms of Use are governed and construed in accordance with the laws Canada.

DISCLAIMER

ANY INFORMATION CONTAINED IN THIS WEBSITE SHOULD NOT BE CONSTRUED AS LEGAL ADVICE AND IS NOT INTENDED TO BE A SUBSTITUTE FOR LEGAL COUNSEL ON ANY SUBJECT MATTER. THE CONTENTS OF THIS SITE ARE FOR GENERAL INFORMATION PURPOSES ONLY. WHILST WE ENDEAVOUR TO ENSURE THAT THE INFORMATION ON THIS SITE IS CORRECT, NO WARRANTY, EXPRESS OR IMPLIED, IS GIVEN AS TO ITS ACCURACY AND WE DO NOT ACCEPT ANY LIABILITY FOR ERROR OR OMISSION. WE SHALL NOT BE LIABLE FOR ANY DAMAGE (INCLUDING, WITHOUT LIMITATION, DAMAGE FOR LOSS OF BUSINESS OR LOSS OF PROFITS) ARISING IN CONTRACT, TORT OR OTHERWISE FROM THE USE OF, OR INABILITY TO USE, THIS SITE OR ANY MATERIAL CONTAINED IN IT, OR FROM ANY ACTION OR DECISION TAKEN AS A RESULT OF USING THIS SITE OR ANY SUCH MATERIAL. SOME OF THE MATERIAL ON THIS SITE MAY HAVE BEEN PREPARED SOME TIME AGO.

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