

# USER AGREEMENT

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FOR USING THE **BRICS PAY** MOBILE APPLICATION

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Before you start using the Application, you must read the terms of this agreement.

Registration in the Application and any use of the Application means that you have read, understood and accepted the terms of this agreement. You acknowledge and agree that you will comply with the terms of this agreement, taking into account all updates and changes that will be made.

If you do not understand and do not accept the terms of this Agreement in full, you should not register in the Application, use the Application or access any services of the Application.

## 1. TERMS AND DEFINITIONS

**Application** — the BRICS Pay mobile application, which facilitates cashless payments at Retail and Service Companies by using foreign electronic payment instruments, developed for mobile devices running the Apple IOS and Android operating systems. All rights to the application belong to the Copyright Holder.

**User** — any individual who is not a resident of the Russian Federation and does not have a passport of a citizen of the Russian Federation (whose personal law is the law of a non-Russian Federation), who has the necessary legal capacity to conclude and execute this Agreement, using the Application, who has acceded to this Agreement in his own personal interest.

**Licensee** — NB PAY FZCO, Dubai Silicon Oasis, DDP, Building A1, Dubai, UAE, having all the necessary rights on the basis of a license agreement concluded with the Copyright Holder.

**User Agreement (License, Agreement)** — this document with all additions, amendments.

**Device** — a tablet, mobile phone, communicator, smartphone, or other device that allows the use of the Application for its intended purpose.

**Access Identifiers** — means the User account data, phone number, email, passwords, personal identification numbers, any codes or forms of authentication that the User uses to access their account in the Application or to send Orders.

**Confirmation Code** — a unique sequence of numbers generated by the Licensee's software and transmitted automatically in the form of short text messages (SMS) to the phone number or email specified by the User, or in the form of a PUSH notification. The confirmation code is intended for the User's registration and subsequent authorization in the Application, as well as confirmation of the User's actions in the Application.

**KYC Partner** – collection, storage, processing and verification of information transferred by the User via the Application is carried out by Sumsb in accordance with the Partner's privacy policy, located at <https://sumsub.com/privacy-notice-service/>.

**Transfer** – a non-cash payment transaction for Goods/Services of a Retail and Service Company, carried out by the Settlement Participants based on the User's Order.

**Recipient** – a Retail and Service Company registered as a legal entity or individual entrepreneur and carrying out commercial activities.

**Electronic payment instrument (EPI)** – a means and (or) method allowing the User to draw up, certify and transfer Orders to the Issuer for the purpose of making a Transfer using information and communication technologies.

**Order** – an electronic document drawn up and transferred by the User to the PSP to the Issuer via the BRICS Pay Mobile Application, containing an instruction to the PSP (Issuer) to make a Transfer to the Recipient.

**Issuer** – Licensee (Payment Service Provider) providing electronic means of payment independently or through the involvement of partners.

**Payment Service Provider (PSP)** – Organization, within the framework of the current registration right, allows servicing the User for making Transfers.

Other terms and definitions may be used in this Agreement. In this case, the interpretation of such a term is carried out in accordance with the text of the Agreement. In the absence of an unambiguous interpretation of a term or definition in the text of the Agreement, one should be guided by its interpretation, determined, first of all, by the legislation of the United Arab Emirates, and subsequently by business customs and scientific doctrine.

## 2. GENERAL PROVISIONS

2.1. This Agreement defines the terms of use of the Application and is considered concluded between the User and the Licensee.

2.2. The exclusive right to the Application belongs to the Copyright Holder, the Licensee is granted a non-exclusive right to use the Application within the limits established by the License Agreement.

2.3. By copying the Application, installing it on their Device or using the Application in any other way in accordance with this License, the User expresses their full consent to all the terms of the License without any reservations or exceptions.

2.4. Use of the Application is permitted only under the terms of the License. If the User does not accept the terms of the License in full, they have no right to use the Application for any purposes. Use of the Program in violation (failure to comply) with any of the terms of the License is prohibited and is illegal.

2.5. Use of the Application by the User under the terms of the License for personal non-commercial purposes is free of charge. The use of the Application on terms and in ways not provided for by the License is possible only on the basis of a separate agreement with the Licensee.

2.6. The Agreement defines the basic terms of use of the Application in the volume that currently exists and in the volume that will be developed in the future, unless otherwise provided for in a new version of the Agreement.

2.7. The Agreement shall be amended in the manner prescribed by paragraph 10.2. of the Agreement. The new version of the Agreement shall enter into force upon expiration of 10 calendar days from the date of its posting on the Internet at the address: <https://brics-pay.com>

2.8. By using any of the options specified in paragraph 3.1., the User confirms that:

- he/she has read the terms of this Agreement in full before using the Application;
- accepts all the terms of this Agreement in full without any exceptions or restrictions and undertakes to comply with them or stop using the Application.

If the User does not agree with the terms of this Agreement or does not have the right to enter into it, he/she should immediately stop any use of the Application.

### 3. LICENSE TERMS

3.1. The Licensee grants the User, free of charge, under a simple (non-exclusive) license, a non-transferable right to use the Application on the World Wide in any way and in any form within the limits of its declared functionality and purpose, including:

- 3.1.1. reproduction (recording) or launch of the Application on the Device for non-commercial purposes (free of charge), the User has the right to copy it and install it on the User's Device. The User does not have the right to reproduce the Application for commercial purposes (including for a fee), including as part of collections of software products, without the written consent of the Licensee or the Copyright Holder.
- 3.1.2. viewing the content posted in the Application;

- 3.1.3. registration and/or authorization in the Application, account creation;
  - 3.1.4. "linking" a bank card to the Application;
  - 3.1.5. replenishing an electronic wallet in the Application;
  - 3.1.6. withdraw funds from an electronic wallet in the Application only on your own account;
  - 3.1.7. initiating requests for the issuance of a Foreign Electronic Payment Instrument to the PSP (Licensee);
  - 3.1.8. transmitting instructions to the PSP (Licensee) to make a Transfer to the Recipient.
  - 3.1.9. other use of the functional capabilities of the Application, provided that the Application is used for its functional purpose.
- 3.2. Using the Application by other means, including by copying (reproducing) the content posted in the Application, as well as design elements, computer programs and databases included in the Application, their decompilation, modification, and subsequent distribution, public display, communication to the public, is strictly prohibited, unless otherwise provided by this Agreement.
- 3.3. The User may use the Application provided that all copyright signs, related rights, trademarks, and other notices of authorship are preserved, and the name (or pseudonym) of the author/title of the copyright holder is preserved unchanged.
- 3.4. The Application may contain links to websites on the Internet (third-party websites). The specified third parties and their content are not checked by the Licensee for compliance with any requirements (reliability, completeness, legality, etc.). The Licensee shall not be liable for any information or materials posted on third-party websites to which the User gains access in connection with the use of the Application, as well as for the availability of such websites or information and the consequences of their use by the User.
- 3.5. A link (in any form) to any website, product, service, or any information of a commercial or non-commercial nature posted within the Application does not constitute an endorsement or recommendation of these products (services, activities) by the Licensee, except in cases where this is expressly indicated by the Licensee.

#### **4. USER WARRANTIES**

By accepting the terms of this Agreement, the User confirms and warrants that:

- 4.1. has all the necessary rights and authority to enter into this Agreement;

- 4.2. the Application will be used in compliance with the requirements of the Agreement, applicable law and generally accepted practice solely for the purposes permitted by this Agreement;
- 4.3. will not take any actions that conflict with or interfere with the operation of the Application;
- 4.4. all information provided by the User in the Application is true, accurate, complete and current in all respects, and the Licensee may rely on it in determining whether the User has the right to access or use the Application;
- 4.5. is not a person with have any limitations that impede the normal use of the Application in accordance with its functionality;
- 4.6. will not take any actions aimed at causing damage to the Licensee or other persons.

## **5. REGISTRATION IN THE APPLICATION. USE RESTRICTIONS**

- 5.1. To access the Application services, the User must register in the Application and create and maintain an account. All steps for registration and account creation are specified in the [User Manual](#). The Licensee has the right to refuse registration and account creation without explanation.
- 5.2. By creating an account in the Application, the User undertakes to use their account only for themselves. The User is fully responsible for all actions performed from their account in the Application. Unless the User proves otherwise, any actions performed through the Application using their account are considered to be performed by the relevant User.
- 5.3. Before being able to add bank cards to the account and gain access to the Application services, the User is obliged to undergo the customer identification procedure (KYC), providing certain information about themselves. All information provided by the User must be complete, accurate and truthful. If the User provides incorrect information or the Licensee has grounds to believe that the information provided by the User is incomplete or inaccurate, the Licensee has the right, at its sole discretion, to block or delete the User's account, as well as to refuse the User to use the Application in whole or in part. The User must promptly update the information when it changes.
- 5.4. The User authorizes the Licensee to conduct KYC both directly and with the involvement of Partners, to confirm the identity of the User, as well as to protect the Licensee and/or the User from fraud, money laundering, terrorist financing or other

financial crimes, as well as to take any measures that the Licensee deems necessary based on the results of the check.

5.5. The KYC procedure is carried out by the Licensee's Partner, Sumsb. The information requested by the Application is directly transferred to Sumsb, which collects, stores, processes, and verifies the Usage information in accordance with Sumsb's privacy policy. The User agrees to pay for the KYC procedure in accordance with the Partner's Compliance rates specified on the website <https://sumsub.com/pricing/>, by means of direct debiting by the Licensee of the cost of the service from the User's electronic wallet after its replenishment.

5.6. The User may not reproduce, repeat, copy, sell, or use for any commercial purposes any parts of the Application or access to them, except in cases where the User has received such permission from the Copyright Holder.

5.7. The User has no right to modify, decompile, disassemble, decrypt or perform any other actions with the object (binary) code of the Application, aimed at obtaining information about the implementation of the algorithms used in the Application, create derivative works using the Application, or otherwise use the Application, without the written consent of the Copyright Holder.

5.8. The User has no right to change the name of the Application, change and/or remove the copyright notice or other indication of the Copyright Holder.

5.9. By accepting the terms of this Agreement, the User understands and acknowledges that:

- 5.9.1. The Licensee has the right to set limits and restrictions on the use of the Application for all Users, or for certain categories of Users (depending on the User's location), including: the presence/absence of certain functions, data storage parameters, special parameters of downloaded information, automatic access to the Application, etc. Information about the established restrictions will be communicated to Users in a form and manner determined at the sole discretion of the Licensee.
- 5.9.2. The User uses the Application at his own risk. The Licensee does not assume any liability, including for the compliance of the Application with the User's purposes.
- 5.9.3. The Licensee does not guarantee that:
  - the Application meets the requirements and expectations of the User at the time of accepting the Agreement and will meet them subsequently;
  - the Application will work with another operating system not specified in Section 1 of this Agreement, and/or will be compatible with other programs installed on the User's Devices.



- 5.9.4. Any information and/or materials (including downloadable software, letters, any instructions and guides to action, etc.) that the User gains access to using the Application, the User may use at his own risk and is solely responsible for the possible consequences of using the said information and/or materials, including for the damage that this may cause to the User's Device or third parties, for the loss of data or any other harm.
- 5.9.5. Since the Application is in the process of periodic additions and updates, the form and nature of the functionality of the Application may change from time to time without prior notice to the User.
- 5.9.6. The Application may contain advertising, and the presence of such advertising may be a necessary condition for using the Application.
- 5.9.7. The User understands and agrees that he/she must independently assess all risks associated with the content of the Application, including an assessment of the reliability, completeness or usefulness of the same.
- 5.9.8. The Licensee shall not be liable for any types of losses incurred as a result of the User's use of the Application.
- 5.9.9. In case of loss (theft) of the device, the User is obliged to immediately notify the Licensee by e-mail [support@brics-pay.com](mailto:support@brics-pay.com). All transactions performed using the Application prior to the Licensee receiving such a message are considered to have been performed by the User.
- 5.10. In particular, when using the Application, the User has no right to:
  - 5.10.1. violate the rights of third parties, including minors, and/or harm them in any form;
  - 5.10.2. use the Application in violation of any applicable law;
  - 5.10.3. impersonate another person or a representative of an organization and/or community without sufficient rights to do so, including employees of the Licensee, as well as use any other forms and methods of illegal representation of other persons on the Internet, as well as mislead the Licensee and other persons regarding the properties and characteristics of any subjects or objects;
  - 5.10.4. does not have the right to communicate or otherwise transfer access to his account in the Application to third parties. Unless the User proves otherwise, any actions performed through the Application using his Device are considered to be performed by the relevant User.
  - 5.10.5. register more than one account, even if the account is blocked;
  - 5.10.6. send out advertising, informational or other mailings via the Application;
  - 5.10.7. disrupt the normal operation of the Application;
  - 5.10.8. facilitate actions aimed at violating the restrictions and prohibitions imposed by the Agreement;



- 5.10.9. facilitate the distribution of any viruses, Trojan horses, worms, or other computer programs that may damage, interfere with, secretly intercept or appropriate any system, data, or information related to the services of the Application;
  - 5.10.10. use an anonymizing proxy server;
  - 5.10.11. use any temporary, disposable, self-destructing or similar email address when registering in the Application and/or using the Application;
  - 5.10.12. otherwise violate the law, including international law.
- 5.11. The User shall ensure that all of their access IDs are kept secure and under proper control at all times. The User is responsible for taking the necessary security measures to protect their account in the Application and to ensure the security of their access ID, including:
- 5.11.1. strictly adhering to any Licensee mechanisms or procedures;
  - 5.11.2. creating a strong password and maintaining security and control of their identification data;
  - 5.11.3. keeping the email address and phone number provided to the Licensee up to date in order to receive any notifications or alerts that the Licensee may send to the User;
  - 5.11.4. never allowing remote access or sharing of the computer and/or screen with anyone else when the User is logged into their account in the Application;
  - 5.11.5. The Licensee, the Copyright Holder and the Partners will under no circumstances ask the User to provide their passwords or two-factor authentication codes; and
  - 5.11.6. logging out of the account at the end of each visit.
- 5.12. In cases of claims by third parties regarding the violation of any property and/or personal non-property rights of third parties, as well as prohibitions or restrictions established by law by a certain User, such User is obliged, at the request of the Licensee, to provide the Licensee with a notarized commitment to settle the claims that have arisen on their own and at their own expense, indicating their passport data.
- 5.13. In case that the Licensee is held liable or a penalty is imposed in connection with violations of the rights and/or interests of third parties committed by the User, as well as prohibitions or restrictions established by law, such User is obliged to fully compensate the Licensee for losses.
- 5.14. In case of repeated or gross violation of the terms of this Agreement and/or legal requirements, the Licensee has the right to block or delete the User's account, as well as prohibit access to the Application using the account.

## 6. GENERAL TERMS OF USE OF THE APPLICATION

6.1. All functions of the Application can only be performed with access to the Internet. The User independently obtains and pays for such access under the terms and at the rates of their telecom operator or Internet access provider. Some functions of the Application, such as generating a QR code for subsequent reading at a Trade and Service Enterprise or writing off funds from the Application's electronic wallet, are performed without access to the Internet.

6.2. The User is hereby notified and agrees that when using the User's location determination functionality in the Application, before sending a search query, the Application receives data on the nearest cell of the telecom operator whose SIM card is installed in the User's Device, and transmits it as part of the search query to the Licensee to search for objects closest to the User that match their query, until the moment the specified function is disabled.

6.3. The User may at any time refuse to transfer the data specified in clause 6.2 by disabling the corresponding functionality.

6.4. All data about the use of the Application transferred in accordance with the License shall be stored and processed in accordance with the [Privacy Policy](#).

6.5. The use of the functional capabilities of the Application is permitted only after the User has completed registration and/or authorization in the Application in accordance with the rules established by the Licensee, and in certain cases, also after entering the Confirmation Code.

6.6. The User has the right to delete his account in the Application at any time.

6.7. Recognizing the international nature of the Internet, the User accepts responsibility for compliance with all relevant rules and laws regarding the User's actions on the Internet.

## 7. FEES AND SETTLEMENTS

7.1. The User agrees to pay all applicable fees associated with their use of the Application, as specified on the website <https://brics-pay.com> or otherwise communicated to the User in any relevant terms of use of the Application.

7.2. The User authorizes the Licensee to debit all applicable fees, commissions, interest, payments and other amounts from the User's e-wallet in the Application in accordance with this Agreement.

7.3. In case of absence or insufficient funds in the User's e-wallet, the Licensee refuses to execute the issued Orders or provide services to the User through the Application.

7.4. The Licensee and the Partners may adjust the rates for the provision of services through the Application from time to time.

7.5. Any settlements made by the Licensee in connection with the provision of services through the Application are final and binding on the User, in the absence of an obvious error. Payments will be made in accordance with the tariffs for the relevant services at the Licensee's good faith discretion.

## **8. NO WARRANTIES**

8.1. The right to use the Application is provided on an "as is" and "as available" basis, i.e. with the functional properties and in the state in which the Application exists at the time of provision and shall not be liable for any problems arising during installation or operation of the Application. In addition to those provided for in this License, no warranties, obligations or guarantees are given, direct/explicit, indirect/implicit or provided by law, regarding the Application, including, without limitation, warranties of quality, operability, performance, uninterrupted operation, absence of errors, correction of malfunctions, security (absence of viruses, vulnerabilities or other harmful components), accuracy, completeness, suitability for use for a particular purpose separately or in conjunction with other programs/devices, as well as compliance with any expectations of the User. The Licensee notifies that it has not authorized its employees or third parties involved in the performance of this Agreement to make any statements, give warranties or promises regarding the Application; any statements made without the Licensee's order are considered invalid.

8.2. The Licensee does not guarantee the security of the Device and the data stored on it after installing the Application. The User, by accepting the terms of the License, assumes the risks of data loss/damage and independently takes all necessary security measures to protect the data and information recorded in the Device's memory.

8.3. The Copyright Holder or the Licensee are not liable for damage or interruptions in operation caused by computer viruses, spyware, adware, Trojans, worms or other malicious programs that may affect the operation of the User's computer or other equipment, as well as for any phishing, spoofing or other attacks. It is recommended to regularly use reliable and accessible software for scanning and protecting against viruses. The User should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should carefully check messages allegedly sent by the

Licensee. The User is responsible for all login credentials for the Application and must keep the login credentials confidential at all times.

## 9. LIABILITY OF THE PARTIES

9.1. The Licensee shall not be liable for any direct or indirect consequences of any use or inability to use the Application and/or damage caused to the User and/or third parties as a result of any use, non-use or inability to use the Application or its individual components and/or functions, including due to possible errors or failures in the operation of the Application, except in cases expressly provided for by law.

9.3. The User is hereby notified and agrees that when using the Application, the following information is automatically and anonymously (without being linked to the User) transferred to the Licensee: the type of operating system of the User's Device, the version and identifier of the Application, statistics on the use of the Application's functions, as well as other technical information.

9.4. All questions and claims related to the use/inability to use the Application, as well as violations of the law and/or the rights of third parties identified in this regard, must be sent to the following e-mail address: [support@brics-pay.com](mailto:support@brics-pay.com)

## 10. LICENSE VALIDITY

10.1. The License shall apply to all subsequent updates/new versions of the Application. By agreeing to install an update/new version of the Application, the User accepts the terms of the License for the corresponding updates/new versions of the Application, unless the update/installation of a new version of the Program is accompanied by another agreement.

10.2. Amendments to the Agreement shall be made in the manner prescribed by the current applicable legislation. The Agreement may be amended or supplemented by the Copyright Holder unilaterally without notifying the User at any time. The new version of the License shall enter into force from the moment it is posted on the official BRICS Pay website on the Internet at: <https://brics-pay.com/resources>, unless otherwise specified in the relevant publication (in the text of the new version of the License).

10.3. Continued use of the Application after amendments and/or additions have been made to the Agreement shall mean the User's acceptance and consent to such amendments and/or additions.

10.4. Each time the User uses the Application, he/she agrees to the terms of the License in the version that was in effect at the time of actual use of the Application.

10.5. This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates. Issues not regulated by this Agreement shall be resolved in accordance with the laws of the United Arab Emirates. All possible disputes arising from the relations governed by this Agreement shall be resolved in accordance with the procedure established by the current laws of the United Arab Emirates. Throughout the text of this Agreement, unless expressly stated otherwise, the term "law" shall mean the laws of the United Arab Emirates.

10.6. Notwithstanding the foregoing, nothing in this Agreement shall be construed as prohibiting the Licensee or the Copyright Holder from seeking interim measures (or other similar measures of immediate protection) in a competent court of any jurisdiction.

## **11. PRIVACY POLICY**

11.1. By concluding the Agreement, the User voluntarily, of his own free will and in his interests gives the Licensee written consent to any methods of processing his personal data (Personal information), including any action (operation) or set of actions (operations) performed with the use of automation tools or without the use of such tools with personal data, including collection, recording, systematization, accumulation, storage, clarification (updating, modification), extraction, use, transfer (distribution, provision, access) to third parties, including cross-border transfer, depersonalization, blocking, deletion, destruction of personal data, for the purposes established by this Policy. In this case, the storage period of Users' personal data may not exceed the periods required to achieve the purposes of their processing.

11.2. In this policy, Personal information means:

- 11.2.1. Information that the User provides about themselves independently during registration, authorization and identification, as well as during further use of the Application, including the telephone number and other personal data of the User;
- 11.2.2. Data that is transmitted automatically depending on the settings of the User's software, including, but not limited to: IP address, cookie, network operator, data on the software and equipment used by the User to work in the communication network, including the Internet, parameters and settings of Internet browsers, information and materials transmitted and received using the Application, including the User's orders and preferences, the individual number (ID) of the Application, the location of the User.

11.3. The Licensee shall not be liable for the procedure for using the User's personal information by third parties with whom the User interacts as part of the use of the Application.

11.4. The Licensee has the right to establish requirements for the composition of the User's Personal Information, which must be provided for the use of the Application. If certain information is not marked as mandatory by the Licensee, its provision or disclosure is carried out by the User at its own discretion.

11.5. The Licensee does not verify the accuracy of the personal information provided, believing that the User acts in good faith, prudently and makes all necessary efforts to keep such information up to date. The consequences of providing false information are defined in the Agreement.

11.6. The Licensee has the right to use Personal information for the purpose of executing this Agreement for the following purposes:

- Concluding agreements with the User or third parties;
- Fulfilling obligations under concluded agreements, including providing the User with access to the Application;
- Identifying the User as part of fulfilling obligations under agreements concluded with him;
- Providing technical support in connection with the use of the Application;
- Ensuring communication with the User for the purpose of information services and improving the quality of Services, including through notification with the involvement of third parties;
- Distribution among Users, as the target audience, of the Licensee's advertising materials as part of loyalty programs.

11.7. The Licensee has the right to:

- Using anonymized data to target advertising and/or information materials by age, gender, and other characteristics;
- Conducting marketing, statistical, and other research and events.

11.8. The Licensee shall store Personal Information and ensure its protection from unauthorized access and distribution in accordance with internal rules and regulations.

11.9. The User's Personal Information shall be kept confidential (except in cases where the Application technology or the settings of the software used by the User provide for open exchange of information with other Users of the Application or with any Internet users).

11.10. In order to improve the quality of the Application, the Licensee shall have the right to store log files on the actions performed by the User within the framework of using the Application, as well as in connection with the conclusion and execution by the User of the Agreement and other agreements on its part, for 3 months.

11.11. The Licensee has the right to transfer Personal information to third parties (including cross-border transfer), including mobile operators, in the following cases:

- The User has expressed their consent to such actions, including cases where the User applies settings to the software used that do not limit the provision of certain information;
- Performance of work/provision of services by a third party on the instructions of the Licensee for the purpose of fulfilling this Agreement, including those necessary for the normal functioning of the Application;
- The transfer is necessary within the framework of the User's use of the functionality of the Application;
- In connection with the transfer of the Application into the possession, use or ownership of such third party, including the assignment of rights under agreements concluded with the User in favor of such third party;
- At the request of a court or other authorized government agency within the framework of the procedure established by law;
- To protect the rights and legitimate interests of the Licensee in connection with the violation of agreements concluded with the User.

11.12. The User has the right to independently edit the Personal Information provided by him/her during registration at any time (except for the mobile phone number).

11.13. The User has the right to delete his/her own account and exercise the right to revoke consent to the processing of personal data by sending the Licensee a request to delete his/her account to the address: [support@brics-pay.com](mailto:support@brics-pay.com)

## **12. FINAL PROVISIONS**

12.1. The provisions of the legislation on consumer protection shall not apply to the relations of the parties.

12.2. If for any reason one or more provisions of this Agreement are recognized as invalid or unenforceable, this shall not affect the validity or applicability of the remaining provisions of the Agreement.

12.3. Nothing in the Agreement may be understood as establishing between the User and the Licensee an agency relationship, a partnership relationship, a joint venture



relationship, an employment relationship, a personal hiring relationship, or any other relationship not expressly provided for by the Agreement.

12.4. Inaction on the part of the Licensee in case of a violation by the User or other Users of the provisions of the Agreement does not deprive the Licensee of the right to take appropriate actions to protect its interests later, and does not mean a waiver of the Licensee's rights in case of subsequent similar or similar violations.

12.5. All disputes under or in connection with the Agreement shall be subject to jurisdiction in accordance with the laws of the United Arab Emirates.

