

TERMS OF USE OF THE PLATFORM

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This Platform Terms of Use Agreement (“Terms”) governs your use of the MFPAY Platform (“we”, “us”, or “MFPAY”), including our website (<https://mfpay.me/>), and the services that we provide through them (together the website and services, referred to as the “Platform”). “You” refers to you as a User/Participant of the Platform.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

By using our Platform or otherwise expressing your consent (for example, by agreeing when creating or logging into your account, by clicking "I agree", etc.), you represent and warrant that you have read, understood and agree to be bound by these Terms. If you do not agree, do not access or use our Platform.

MFPAY is a WEB3-platform that simplifies payments for services of organizations and individual experts, increases the transparency of operations and, as a result, increases trust between the Platform Participants and their income. The functionality of the Platform ensures independence from problems associated with paying for services in fiat, including blocking payments, sanctions, freezing accounts, etc. The interaction between the participants in the transaction (or parties) is provided by a smart contract, access and work with which is simplified thanks to the interface of the Platform.

There is no circulation of funds of any states (fiat money) on the Platform: they cannot be placed on the Platform, create a payment or transfer with them, or perform any other operations.

Transactions are concluded through smart contracts directly between the Platform Parties, with the smart contract acting as the operator and guarantor of payment. Smart contracts are not part of the Platform and are stored in a decentralized Blockchain network.

Be sure to read the Payments and Dispute Resolution sections.

We reserve the right to change or modify the terms and conditions contained in these Terms, including but not limited to any platform policy or guide, at any time and in our sole discretion. We will provide notice of these changes by posting the revised Terms and changing the "Last Updated" date at the top of the Terms, or by emailing Users to the email addresses they provided, or by any other means determined by us in our sole discretion. Any changes or modifications will be effective immediately upon posting of the changes on the Platform or upon communication by us. These changes will apply at that time to all current and future uses or Services.

You waive any right you may have to receive special notice of such changes or modifications. Your continued use of this platform constitutes acceptance of such changes or modifications. If you do not agree to the Terms in force when accessing or using the platform, you must stop using our Services. We encourage you to review the Terms frequently to ensure you understand the terms and conditions that apply to your access to and use of the Services. If you have any questions regarding the use of the Platform, please contact us at hello@mfpay.me

The terms and any conditions expressly incorporated herein apply to your access to and use of any services provided by the Platform. The Terms do not in any way modify the terms of any other agreement you may enter into with the Platform in relation to Transactions, services or otherwise. If you are using the Platform on behalf of any person, you represent and warrant that (a) such legal entity is properly organized and legally in existence under the applicable laws of the entity’s jurisdiction and (b) you are authorized to enter into the Terms on behalf of such person and that such person agrees to be liable to us if you breach the Terms.

By using the MFPAY services, you acknowledge and agree that: (A) you are aware of the risks associated with dealing in digital currencies and their derivatives; (B) you assume all risks associated with the use of the MFPAY services and transactions involving digital currencies and tokens; (C) The Platform shall not be liable for any such risks or adverse results.

You should read these Terms and the rest of the Platform Documents very carefully. If there is something that you do not understand in the Terms and any document of the Platform you should discuss this matter with us and obtain the necessary clarifications.

1. Creation of an Account on the Platform and Verification

By creating an account on the Platform, you agree to be verified by providing true, accurate, current and complete information about yourself, confirming this information with an official document and your photo.

You agree not to create an account on the Platform using a false name or providing false information, or by someone else's official document, or if you have previously been deleted or banned on our Platform.

You are responsible for maintaining the confidentiality of your account information on the Platform, including your username and password. You are responsible for all activities that occur under or in connection with your account on the Platform and you agree to notify us immediately of any unauthorized access or use of your account on the Platform. You acknowledge and agree that we shall not be liable for any losses, costs, expenses and/or liabilities arising from any unauthorized access to or use of your account on the Platform.

We comply with KYC principles and anti-money laundering regulations. You should pay particular attention to local anti-money laundering regulations. Failure to do so may put you and/or your assets at risk. We are committed to providing you with secure, compliant and reputable Services. So we may also need a comprehensive and thorough due diligence process, as well as any implementation processes, ongoing review and reporting. This may include, but is not limited to, the monitoring of any suspicious transactions, as well as the mandatory notification of relevant local and international regulatory authorities. You agree to allow the Platform to collect certain information and documentation on file in order to comply with the laws applicable to you. Please note that this right is not limited to terminating your relationship with MFPAY, including deleting your account.

2. Description of the Platform

1. The Platform is a decentralized autonomous organization, an association of Platform Participants based on the Blockchain network and a smart contract system that offers solutions to simplify payments for the services of organizations and individual experts, increase the transparency of operations.

2. The Platform relies on the fact that the Platform Parties know what blockchain technologies are, are familiar with their opportunities and risks, fully accept them and are ready to independently bear all the consequences of participating in Transactions and transactions on the Platform on the Platform.

3. The Platform facilitates Participants interaction with each other, with the Blockchain and smart contracts due to the convenient and understandable user interface. Visitors who have not passed identity verification on the Platform do not have all the features available to this category of users.

4. The platform is part of the MF DAO ecosystem. In addition, the Platform technically provides the ability to generate a smart contract or transaction for the Platform Party, under its linked crypto wallet (address), to simplify working with the Blockchain and avoid errors when interacting with it directly. The final verification, confirmation and sending of the transaction and / or smart contract to the Blockchain is carried out by the Platform Party through its crypto wallet, without the participation of the Platform.

5. Any transfers of the Platform Participant's Tokens to a smart contract on the Platform are entirely the responsibility of the Participant. Any smart contract generated on the Platform is finally verified and sent to the Blockchain via the Platform Participant's Wallet, MFPAY does not share this responsibility in any way.

6. You may use the Platform only in accordance with these Terms and other documents of the Platform. We reserve the right to restrict your access to or delete your Account if you violate the Platform Terms or take actions aimed at illegal participation in the Platform and its Services.

3. Features of the Platform

- Registration on the Platform through a crypto-wallet,
- Access to the full functionality of the Platform through verification in your personal account,
 - Invoicing and receiving payment in cryptocurrencies,
 - Payments/Management of payments to employees/freelancers/partners,
 - Analytics of transactions made,
 - Payment automation,
 - Automation capabilities via API,
- Restoring access to the Personal Account on the Platform,
- Deleting a Personal Account from the Platform.

4. Representations and Warranties - You represent and warrant that:

1. **You have all legal grounds to use the Platform and its services, in accordance with the requirements of the jurisdiction of your country of registration, tax and currency residence, international requirements.**

2. Any information provided by the Platform Participants about themselves is factually correct, not misleading, not derogatory or slanderous.

3. Platform Participants will comply with all applicable laws, rules and regulations, including those that may require the addition of an appropriate hashtag (such as #sponsored) or other disclosures, and any similar requirements that may apply to you.

4. You have all rights necessary to use the services of the Platform, agree to these Terms, including all rights necessary to use any information, trade name, trademark, trade style or logos, technical solution and / or code provided in connection with your registration, verification and activities on the Platform.

5. The Platform is not responsible for your actions and decisions on it.

6. If you violate any provision of these Terms, or the terms of other Platform Documents, we will terminate your access to our Platform, or we will delete or ban you (or any account on the Platform that you have created or control), your participation in any form and any activity on the Platform will be terminated.

7. Without prejudice to any of our rights, any request you submit through our Platform may be denied by us; if this happens more than once, we may terminate your access to our Platform, delete or ban you (and any account on the Platform that you have created or control), or take other appropriate action in our sole discretion.

5. Additional Terms

Certain products or services offered through the Platform may have additional terms and conditions (“Additional Terms”). If Additional Terms apply, we will make them available to you in connection with that product or service. By using this product or service, you agree to the Additional Terms. If the Additional Terms conflict with any of these Terms, these Terms shall govern, unless the Additional Terms state that some or all of these Terms do not apply.

6. Eligibility

1. Age: To use our Platform, you must be at least 18 years of age and not a US citizen or a US entity.
2. Acceptance and Warranty Statements. You represent and warrant that:
 - you have not been prohibited from using or accessing any aspect of our Platform by us or under any applicable law or regulation;
 - you (and any Platform account you have created or control) have not previously been banned or removed from our Platform for any reason.
3. Export Controls: You may not use, export, import or transfer any part of our Platform, except as expressly authorized by us. You will also not use our Platform for purposes prohibited by international law and contrary to law and order and morals.

7. Payment Processing and Platform Fees

- a. The following financial processes are possible on the Platform:

Buying and selling cryptocurrencies through a personal crypto-wallet,

 - Transfer of cryptocurrency to other users of crypto-wallets,
 - issuing invoices,
 - Receive payments to your crypto wallet,
 - Platform commission for completed transactions and services on the Platform;
- b. Currency: All mutual settlements are carried out / take place on the Platform using cryptocurrencies.
 - Disclaimer of payment guarantees: The terms and procedure for making payments are hardwired into the smart contracts of the Blockchain network and the Platform does not have the ability to make changes to them , since smart contracts are autonomous, self-executing, and are protected from interference by third parties (including the Platform) by means Blockchain .
 - Procedures of financial processes: detailed terms of payments, payments, fees and other issues related to these processes are described in the Payment Terms MFPAY and other Platform Documents.

Payment questions: if you have questions about payments made, please contact us at hello@mfpay.me. At the same time, the Platform Parties acknowledge that MFPAY only provides information on the movement of payments and refunds on the Platform in relation to transactions made with cryptocurrencies and does not bear any responsibility for the results of such transactions between the Platform Parties, and also does not provide any refunds.

8. Ownership

1. You acknowledge and agree that all materials published on the Platform belong to the Content Author.
2. We own all rights, titles and interests in and to:
 - (i) our Platform and the “look and feel” of our Platform, including all software, ideas, processes, data, text, media and other available content on our Platform; And
 - (ii) our trademarks, logos and brand elements (“Marks”). Our Platform, content and Marks are protected under international copyright laws. You may not duplicate, copy, sell, resell, commercialize or reuse any part of the Platform Content, Marks, HTML/CSS, JavaScript, visual design elements, code or concepts without our prior written consent;
 - (iii) any material you submit to the Platform, in any way, including a reaction video, idea, intellectual property, advertising rights, customer service request, review, review, photo, video, email, text, audio, post or other

communication , whether they refer to you or a third party (i) and (ii), each individually and collectively. You represent and warrant that you: (x) own all rights in any Submission; or (y) you have all the rights necessary, including with respect to any third party that has contributed to, is included in or referred to in any Publication, to grant us the above rights. You will not make any Posting that is confidential or proprietary, or that contains or includes any information that you do not have the right to disclose or that you or any recipient does not wish to disclose. The Platform is not responsible for any use or disclosure of the Publication, including any personal information belonging to you, the recipient or a third party.

3. You hereby waive any and all moral rights or substantive rights you may have in any Submission, including the Feedback, and you represent and warrant that no third party has any moral, substantive or other rights with respect to the Submission , including reviews.

9. Copyright and Intellectual Property Policy

1. **Copyright Infringement Notice:** We respond to notices of alleged copyright infringement and terminate access to our Repeat Infringer Platform. If you believe that materials on our Platform are infringing, please email us the following information hello@mfpay.me :

- 1.1. your address, telephone number and email address;
- 1.2. description of the material that you claim is infringing and that you are asking to be removed, along with information about where it is located and who created it;
- 1.3. statement that you "have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law";
- 1.4. electronic or physical signature of the copyright owner (or a person authorized to act on behalf of the copyright owner); and
- 1.5. statement by you, made under penalty of perjury, that the information you provide is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

If you do not comply with these requirements, your notice may not be valid. Please note that we should only send notices of alleged copyright infringement.

2. **Termination Policy:** If we determine that you are a repeat infringer, we may terminate your access to our Platform, delete or block you (and any account on the Platform that you have created or control), and take other appropriate action on our own discretion.

10. Privacy

Your privacy is important to us. Our Privacy Policy explains how we collect, use and share personal information and other data. By using our Platform, you agree to our Privacy Policy.

11. Third Party Content and Interactions

1. Our Platform may contain features that link to or provide you with access to third party content, as well as the Blockchain, which are completely independent of the Platform. The content of such Publications and other offers that allow interaction with third parties, including between users on the Platform, are the sole responsibility of the people involved in such interaction. The Platform is not responsible for the content of your interactions with third parties through Postings or other offerings and postings on the Platform.

2. You should carry out any investigation you deem necessary and/or appropriate before engaging in any contact or interaction related to our Platform or otherwise. However, you agree not to contact or interact with any Member except as expressly permitted on our Platform. You further agree that MFPAY may, in its sole

discretion, intervene in any dispute, in which case you will reasonably cooperate with the Platform. You acknowledge and agree that we shall not be liable for any loss, damage, cost, expense or liability of any kind or nature incurred as a result of any such interaction.

3. You release each Platform Participant from claims, demands and damages (actual and consequential) of any kind or nature, known or unknown, suspected or not suspected, disclosed or undisclosed, arising out of or in any way related to such disputes or our Platform .

12. Changes to Platform

You acknowledge and agree that we may change or discontinue any aspect of our Platform at any time without prior notice. Work in already open Projects in this case is carried out in accordance with the conditions prescribed in Section 13.

13. Termination and Retention of Rights

You may cancel your account on the Platform at any time by writing to us at hello@mfpay.me We reserve the right to terminate access to our Platform to any person, including you, at any time and for any reason in our sole discretion. If you violate any of these Terms, your authorization to use our Platform will automatically terminate. At the same time, the relationships specified in the smart contracts that you joined before deleting your Account from the Platform will continue on the same terms, as they are provided with entries in the Blockchain network, which we cannot influence.

14. Damages

You agree to indemnify, defend and hold harmless the Platform and its parent, subsidiaries, affiliates, founders, employees, partners from and against any and all claims, costs, proceedings, claims, damages, losses and expenses (including reasonable attorneys' fees and expenses). a) of any kind or nature arising out of or in connection with: (a) these Terms and the terms in other Platform Documents; or (b) use of our Platform. You will reasonably cooperate with us in connection with any claim.

15. Disclaimer and Limitation of Our Liability

1. You acknowledge and agree that your use of our Platform is at your own risk and that our Platform is provided on an "as is" and "as available" basis. The Platform Parties waive any claims against the Platform, as well as statements of any kind, whether explicit, implied, statutory or otherwise, as well as non-infringement of rights, since the Platform is not a party to such relationships and transactions.

2. You acknowledge and agree that you understand all the risks and your responsibility for any transactions with cryptocurrencies and tokens, as well. Cryptocurrencies and their varieties are highly volatile and technically susceptible to external attacks that can lead to their drawdown, drop in value and lack of payouts. You can learn more about the individual risks in the Risk Disclaimer. If your expectations on the Platform have not been met, then you acknowledge that this is completely your risk area and the Platform is not responsible for the negative consequences of your payments.

3. In addition, the Platform is not responsible for the accuracy or completeness of the content available on or through it, or the content of any social media platform or third party website linked to or integrated with our Platform. You acknowledge and agree that the Platform is not responsible for: (i) errors or inaccuracies in the content; (ii) mental suffering, bodily injury, property damage or other damage resulting from your access to or use of our Platform; (iii) any unauthorized access to or use of our servers, any personal information or user data; (iv) any interruption of transmission on or from our Platform; (v) any bugs, viruses,

trojans, or the like that may be transmitted on or through our Platform; or (vi) any damages, losses, costs, expenses.

4. You acknowledge and agree that any materials or information uploaded or otherwise obtained through our Platform, including any Postings and/or Products/Services/IT Solutions, are used at your own risk and that you will be solely responsible for any losses, costs, expenses or liabilities arising out of or in connection therewith. No advice or information, whether oral or written, obtained by you from us or through our Platform shall create any warranty not expressly made by us.

5. You acknowledge and agree that when using our Platform, you will be accessing content from a variety of sources, and that MFPAY is not responsible for the accuracy, usefulness, safety, legality, or intellectual property rights in or in connection with any such content. You also understand and acknowledge that you may be exposed to inaccurate, offensive, obscene, objectionable or offensive content and you agree to waive and hereby waive any legal or equitable rights or remedies you have or may have against the Platform due to this.

6. To the fullest extent permitted by international law, you acknowledge and agree that under no circumstances will MFPAY be liable to you or any third party for any special, incidental, punitive or consequential damages (including loss of profits, revenue or data) arising out of or in connection with these Terms, whether such liability arises from any claim based in contract, warranty, tort (including negligence), strict liability or otherwise, and whether MFPAY advised of the possibility of such damages.

7. To the maximum extent permitted by applicable law, our total aggregate liability to you or any third party under these Terms, including for all causes of action and all theories of liability, will be limited to and will not exceed the fees actually collected by MFPAY from you within 6 months preceding the action giving rise to such liability.

8. You agree that the indemnity limitations set forth above are fundamental elements of the basis of the transaction between MFPAY and you.

16. Dispute Resolution Agreement and Waiver of Certain Rights

1. **Dispute resolution:** you agree that the Platform is not responsible for your cryptocurrencies, transactions with them, as well as for any other interactions you have with other MFPAY members.

2. You hereby waive any right to arbitration, before a judge, before a jury of any controversy, claim, counterclaim or other controversy arising between you and MFPAY in relation to these Terms or our Platform.

3. Controversial issues are resolved through smart contract algorithms, according to the conditions specified in smart contracts.

4. **No Barriers:** This arbitration agreement does not prevent you or MFPAY from filing a claim with federal, state, or local governments. You and MFPAY also have the right to bring any qualifying claim in small claims court. In addition, you and MFPAY reserve the right to apply to any court of competent jurisdiction for interim relief, including pre-arbitration applications or preliminary injunctive relief, and any such request shall not be deemed inconsistent with these Terms or a waiver of the right to submit disputes to arbitration pursuant to with these Terms.

17. Other Provisions

1. **Force Majeure:** Under no circumstances shall MFPAY be liable for any delay or failure in operation caused in whole or in part by any act of God (such as earthquakes, storms, floods, etc.), epidemics, natural disasters, unavoidable accidents, Internet and communication outages, Blockchain network failures, laws, rules, regulations or orders of government agencies, hostilities (whether announced or not), terrorism, hostilities, blockades, civil unrest, embargoes, strikes or any other events or causes, beyond the reasonable control of any episodic party.

2. **No Waiver or Amendment:** The Platform's failure to enforce any right or provision of these Terms will not prevent MFPAY from enforcing such right or provision in the future and will not be considered a change to these Terms.

3. **Miscellaneous:** The term "including" in these Terms will be interpreted broadly and will mean "including without limitation". Headings are for convenience only and will not be taken into account in interpreting these Terms.