

i-Account Terms and Conditions

A. Definitions

The terms below are to be understood as follows:

1. Account: indicates the Integrated Account, i.e. i-Account, which Circle Pay LLC provides through the Internet.
- 2.Circle Pay: short for Circle Pay LLC.
3. i-Account platform: i-Account is our core product which is directly related to our i-Account services. The following may be implemented by way of i-Account: internal transfers to other i-Account users, wire transfers, currency exchange, and full integration between the i-Account and the prepaid card. All this can be done by logging into one`s online account. This refers to the account which Circle Pay offers at the website <https://www.i-account.cc/>.
- 4.Circle Pay official website: <https://www.i-account.cc/>, or the website provided on our official website`s subdomain.
5. Client: Individuals or corporations who receive the services of Circle Pay now or in the future. As for corporations, this means authorised owners of applicable companies, shareholders, directors or executives who influence management of the corporation as well as corporate representatives authorised to use the corporation`s i-Account.
6. Transactions: All transaction services provided by Circle Pay on the official website.
7. Username: A name (letters and numbers) determined by the client when logging into i-Account, used for identification purposes.
8. Password: A password (letters and numbers) determined by the client when logging into i-Account, used for identification purposes. The password takes effect for a period of 6 months. When the period expires, the client shall change the password. Circle Pay will notify the client of this expiry in advance via email.
9. “Submit” Button: The button which is set up on Circle Pay`s website to execute product applications and information updates.
10. “Registered Email”: the client shall provide an Email address which shall be as the registered email of one account when applying for the i-Account service.

B. Account Structure

1. i-Account consists of products and services of the following:
 - Card account,
 - Currency exchange,
 - Money transfer,
 - Other money services.
2. Circle Pay is provided as an integrated service including those above. These account services are provided to individuals or corporations. Circle Pay offers only one account per client, and allows only a unique registered Email per account.
3. All i-Account holders are required to abide by Circle Pay i-Account terms and conditions for each product and service.
4. Circle Pay has the authority to reject i-Account opening without stating any reason to the clients. Moreover, it has the authority to restrict or suspend a client's i-Account transactions at its own discretion.

C. Identification

Circle Pay will need confirmation of all KYC documents in applications for Money transfer, adhering to identification procedures considered necessary, including information of identity information, address information, and other additional information. In the event of default or false information, or when Circle Pay should consider it necessary for other reasons, Circle Pay reserves the authority to reject the service. And you agree and warrant that

- provide us with accurate, current, complete and true evidence of your identity and any additional information or evidence we may require to confirm your identity;
- supply us with all information and documentation we may ask in order to process your transfer and to comply with any legal requirements applicable to us or to our partners.
- update all information you provide to us to keep it accurate, current, complete and true;
- not use the Service for or in connection with any Prohibited Purpose or attempt to tamper, hack, modify, overload, or otherwise corrupt or circumvent the security and/or functionality of the Website;
- keep your Reference Number secure, you must not share the Reference Number or any other transaction details with anybody except the Recipient;

Circle Pay also reserves the authority to request additional identification upon the transaction and/or series of transactions of the amount of funds exceeds GEL 30,000 (or its equivalent in other currency) in settlements or carry out domestic or/and cross-border wire transfers that exceeds GEL 1500 (or its equivalent in another currency), or you are from higher risk area defined by the National Bank of Georgia on the basis of proposition of the Financial Monitoring Service of Georgia (FMS). The

additional transaction documents at any stage of Money transfer, including but not limited to as following materials:

- confidential information;
- any transaction (operation) including bank account or an attempt to conclude or implement transaction (operation) and parties to it;

any other type of information necessary for execution of its activity as if is defined under this Law.

D. Dormant Account

If client does not make a transaction for 12 months, the account status will be changed to dormant and a Dormant Account Fee shall be incurred.

“Transaction” includes internal transfer, wire transfer, currency exchange, card transactions and other transactions by way of i-Account. Only log-in into i-Account will not count as a transaction. Dormant Account Fee will be listed in the Fee Schedule separated from this page.

E. i-Account Fees

Fee schedule associated with i-Account are determined separate from this Terms and Conditions. The fee details are described on a separate page. Circle Pay reserves the authority to determine fees, to revise and renew them, and to withdraw fees from any currency account at any time under applicable laws and regulations. A client shall continuously monitor the renewal or revision of fees. Renewals or revisions of the Fee Schedule will continuously be updated on Circle Pay’s official website and this terms and conditions. Should a client not cancel an i-Account after the renewal or revision of the Fee Schedule on the official website of Circle Pay, Circle Pay will assume that the client agrees to the revised or renewed fees.

F. Additional fees and supporting documents for wire transfers

Circle Pay provides its services under strict regulations by the financial authorities. The client agrees and acknowledges that in case of a one-time transfer of a single account, with an amount more than the set limit, additional fees will apply under the terms and conditions set by the provider; and may need additional supportive documents for confirmation purposes, as well as incur additional transaction fees, depending on transaction type, area, applicable laws and bank requirements. An individual account and a corporate account are two separate accounts, and will therefore not be regarded as one.

Client agrees and acknowledges that Circle Pay shall not be held responsible for any losses or damages caused by any delays/cancellations of any transfer due to conditions related to the legal field mentioned above.

G. Support Services

The support services of transactions will be carried out on Circle Pay's business days by Circle Pay via Email. Requests of support services submitted outside Circle Pay business hours (From Am10:00-Pm18:00 GTM+8 except for weekends and the public holidays of Georgia) and will be carried out on the next business day.

Circle Pay does not accept any liability regarding the loss or damages caused by system failure, repair or maintenance without prior notice, regardless of reason.

H. Refund

Circle Pay will follow specific procedures of compensation should a refund balance in favour of the client occur. Circle Pay has the right to make decisions whether the current case should be refunded when the total amount of refund exceeds the amount of refund requested by Circle Pay. Circle Pay shall accept no liability to a client for the costs and responsibilities incurred by a dispute caused when there are disputes between a client requesting a refund and a third party.

In case of Client provides the incorrect information to cause trading failure, Circle Pay will refund such fund within 90 days by the time this failure notification reaches to Circle Pay.

I. Retention of Records Regarding a Client's Identity and Transactions

All documents and records regarding a client's identity and transactions should be kept throughout the whole business relationship with the client and for a period of five years after its termination.

J. Remittance

Circle Pay reserves the right to cancel the remittance without notifying clients in advance due to the remittance countries, remittance purpose, the beneficiary's identity and anything else related to the remittance deemed as high risk in accordance to the guidelines of AML and Counter-Terrorism statutes issued by FATF and the regulations of other financial institutions establishing partnership with Circle Pay.

Should there be any discrepancies between the exchange rate generated from xe.com issued on the i-Account platform and the exchange rate during actual operation; Circle Pay will deposit the incoming remittance to the client's i-Account in accordance with the exchange rates issued on the i-Account Platform.

Client shall ensure that there is sufficient balance in i-Account to pay the transaction cost; otherwise, the remittance may be rejected by Circle Pay from time to time without prior notice. Such remittance will be refunded to Client's i-Account.

In case of remitter cannot remit fund to the beneficiary i-Account due to the incorrect or incomplete remittance information within 3 Months which is from the date of remitting into Circle Pay's bank account, Circle Pay will refund this fund to the remittance account and Client shall bear the transaction cost.

In case of this fund cannot be refund, it will be transferred into a Circle Pay's bank account separated from other bank account. When Client provides the correct remittance information, this fund will be refund into Client's i-Account by original remittance currency which is a after deducting the transaction fee.

In case of the remitter requests to refund this remittance, Circle Pay will return this fund into the remittance account by original remittance currency after deducting the transaction fee according to the remittance bank Policy.

K. Anti-Money Laundering & Anti-Terrorist Financing

In accordance with guidelines on AML/CFT issued by FATF, Circle Pay will disclose its information if requested by lawful authorities for the purpose of combating anti-money laundering and anti-terrorist financing.

Circle Pay will conduct its business in conformity with the highest ethical standards in the countries in which it does business, and will adhere to all their laws and regulations pertaining to financial organizations. It is vital for all Circle Pay customers, agents, employees and associates to fully understand all measures that may violate applicable AML or counter-terrorism statutes.

Circle Pay has the right to request relevant legal documentation or to assist in the investigation from clients regarding wire transfer. If Client refuses to assist in the investigation or to provide the legal documentations, Circle Pay has the right to refuse or limit the transactions of a client. Circle Pay has no obligation whatsoever to compensate or owe any responsibility to such a client. Circle Pay may suspend trades or cancel an i-Account at its own discretion in accordance with demands from legal

authorities concerning money laundering, terrorist financing, criminal cases and such. Circle Pay does not have the responsibility to compensate for losses incurred by this.

On the contrary, a client will be responsible for indemnifying any loss or damages incurred on Circle Pay for the client's unlawful activity.

L. Cancellation

A client may cancel i-Account or its subsidiary products in accordance with this terms and conditions. Clients are required to submit any document Circle Pay deem necessary in a cancellation. Also, credit cards, debit cards or cash cards issued by Circle Pay must be returned. Costs generated by cancellation shall be paid by clients.

Circle Pay has the sole right to cancel an i-Account without prior notification to a client in the following instances:

1. If Circle Pay should find a non-existent account holder, or if an i-Account should have been opened without the account holder's assent;
2. If there is false information on the opening of an i-Account, or if the information should seem suspicious;
3. In the case of a third party technically using a client's i-Account, or, regardless the purpose, a third party should submit another person's e-mail address or information to open an i-Account;
4. If an i-Account client should have violated a law, or public order or morality, or is under police investigation for any of this;
5. If the i-Account holder should no longer be alive;
6. If a client should breach this terms and conditions;
7. If Circle Pay should decide that a client should be forced to cancel the i-Account;
8. If a client should prove to be involved in illegal groups, anti-social group or has any relationship with them;
9. If a client should commit any of the following acts:

- (1) Violent demands
- (2) Demands out of bounds of the law
- (3) Threats or violence
- (4) Attempting to harm Circle Pay's publicity or interfering with Circle Pay's business activities by spreading false information or using fraudulent means.
- (5) Any action equivalent to (1) to (4) above.

A client is responsible for fees associated with Circle Pay's cancellation of i-Account in the cases above. Circle Pay is not responsible for any loss or damages the user might suffer because of cancellation due to violation of the conditions of this section.

A Client's fund is available for redemption by contacting us after the date on which this Agreement terminates under the cases above. Circle Pay has the right to deduct Management fee and the amount of any Late Redemption Fee from the proceeds of redemption of any such Available Balance.

M. Property Inheritance

In the event of death of an i-Account holder, the individual account shall be canceled as described in section L. The funds of the account shall be transferred to the account of an inheritor who must provide legal documents to prove the demise of the account holder and the inheritor's relationship to the account holder.

Circle Pay may at its own discretion freeze an individual i-Account till Circle Pay has received proof of the account holder's demise and of and the inheritor's relationship to the account holder. When Circle Pay receives these documentations, Circle Pay shall transfer the remaining funds on the i-Account to an account appointed by the inheritor and close the original account.

In the event of death of the account representative of a corporation i-Account, the corporation shall provide Circle Pay with a warrant of attorney for a new account representative. Circle Pay will then register this, and transfer authorization of the i-Account to this new person.

Circle Pay will only conduct a formal checking of the legal documents provided by an inheritor or a relevant third party and shall not have responsibility of any virtual checking; so Circle Pay shall not be responsible for loss or damages caused by false information provided by inheritor or the relevant third party.

Circle Pay has the right to collect the transaction fees incurred by property inheritance.

N. Prohibiting Disposition and Pledge

A client is not permitted to authorize any third party to make use of an i-Account or of its services, or to give an i-Account or its services in pledge.

O. Process of (Registered) Information Changes

A client shall notify Circle Pay of updates on the registered information if a client should lose the i-Account Username or Password, or if there are changes in the registered information such as name (corporation name), address (office address), phone number, mobile phone number, E-mail address, or any other changed information thereafter. A client shall provide information and documentation of such changes to Circle Pay under the requirement of CDD.

Circle Pay may notify or send transaction records to a client's registered Email address and name as provided in the application information of the client. Circle Pay shall be entitled to limit a client's i-Account usage when Circle Pay receives those notifications or documents in return. This measure will also be taken if a registered Email address should prove invalid.

Circle Pay has no responsibility for loss or damages a client may have caused due to the client's failure on notifying Circle Pay in time.

Delay or refusal of post or Emails to a registered address or Email address may occur due to client conduct or delivery fault. But Circle Pay shall always assume that post or Emails are delivered within normal time. Circle Pay does not hold any responsibilities regarding any loss or damages caused by such failure of delivery.

P. Matters Related to Disclaimer

Circle Pay will carry out its clients' i-Account transactions through affiliations with other banks with caution. Transactions executed by a client's i-Account will be assumed as (trades) executed by its lawful user, which means that Circle Pay has no liability for any loss or damages caused by fraudulent users, access abuse or other cases of abuse regardless of character. Circle Pay also has no liability to its clients regarding causes beyond its control, such as forced transfer, war, disaster, riot, economic sanctions, legal restrictions or orders. The same goes for effects from deliberate or delinquent accidents, defaults, or bankruptcies of affiliated financial organizations, or orders from legal

authorities. Circle Pay also accepts no responsibility for loss or damages on account of failure of service to clients due to technical faults in communication equipment, lines, servers, software or outages. A client will agree to Circle Pay's transaction value records as correct unless there is evident discrepancy between Circle Pay's client record and a client's own record proved by written documentation of transaction records. Circle Pay will assume a client has agreed to the trading history of the client's i-Account as correct when there is no notification by clients within 14 days from Circle Pay's presentation of trade history data.

Circle Pay's bank accounts or other money transfer information may be changed over time due to strategic adjustments of the company. Any change will be posted on the client's i-Account in the "Money in" field, after login: [https:// member.i-account.cc/iac/](https://member.i-account.cc/iac/). The client acknowledges that he/she must confirm the transfer information before transferring funds to or from i-Account. Should the client fail to confirm any transfer information which results in a failed wire transfer, Circle Pay shall not take any responsibility for any loss or damages caused from such case.

Circle Pay does not deal with changes or cancellation of executed transactions after six months after the execution date.

Q. Management of Client Information

- 1.Client Information is to be managed subject to the KYC policy Circle Pay solely determines.
- 2.Circle Pay reserves the right to run all its business activities, including outsourcing management of client information to a third party in accordance with the KYC policy stated above.
- 3.Also Circle Pay will disclose its client information when there is any request from UN, court verdict, or legal authority.

R. Dispute Resolution

Any and all disputes arising under this Terms and Conditions shall be resolved by Georgia International Arbitration Centre. All disputes hereunder shall be governed by the laws of Georgia. All parties of this Terms and Conditions consent to the jurisdiction of Georgia.

S. Change of Transaction Terms and Conditions

1. This Terms and Conditions is being updated continuously with Circle Pay's decisions and will take effect from the day of update. Circle Pay reserves the right to determine all the terms, regulations and procedures concerning transactions that are not mentioned in this article.

2. Circle Pay will notify its clients of amendments of the Terms and Conditions content on Circle Pay's official website, including the i-Account website. After an amendment, clients are to comply with it. Circle Pay shall assume that clients have consented to the changes in the services, transactions and i-Account of an amendment unless they apply for cancellation of their i-Accounts.

T. Other Notes

Risk

Clients are to comprehend the risks of marginal gain or loss within i-Account, since it is a multi-currency account and therefore it is affected by foreign exchange rates fluctuations. Clients are to consent to Circle Pay's decision that their i-Accounts are not to be protected under any applicable laws and regulations with regard to the fluctuations of exchange rates.

Trade Limits

Circle Pay reserves the arbitrary right to stop or limit the i-Account service for clients depending on rapid market fluctuations or global economic volatility. Circle Pay has no liability to clients (to cover) for any loss or damages incurred in this such cases.

Taxes

Taxes, if any, imposed by legal taxing authorities on the use of the i-Account platform, however designated or levied against money transfer, currency exchange or funds stored therein, shall be paid by the client.

Circle Pay's Official Website

Circle Pay will supply clients with information on foreign exchange rates, interest rates, and other financial issues, and is intended as general references, only. This information shall not be regarded as recommendations or assured trade guidelines.

Meaning

This Terms and Conditions shall be interpreted in accordance with the plain English meaning of its terms.

i-Account Service Terms and Conditions

A. Matters Concerning Security

1. Clients are to strictly protect information such as Username, Login Password, and Withdrawal Password. Also, they are not allowed to disclose such information to Circle Pay certified Official Agents, Circle Pay customer support or any other third party.
2. When logging into the i-Account system, Circle Pay may freeze the client's i-Account services if the client multiple times uses faulty Username or Password. Should this happen, just contact customer support for re-activation.
3. Should clients lose their own Username, Login Password or Withdrawal password or those of others, notify Circle Pay immediately and request i-Account freezing. Then Username, Login Password and Withdrawal Password will be issued again to your registered Email address.
4. Circle Pay does not have any liability to cover for loss or damages incurred before the completion of these necessary procedures, unless there is deliberate or critical delinquency on the part of Circle Pay.

B. Business Hours

1. Transaction hours at i-Account platform will be 24 hours per day, every day of the week. However, Circle Pay reserves right to change the transaction hours of i-Account platform services according to actual business development, and applicable law. The Support hour is determined in the Clause G.
2. Circle Pay does not have any liability for any loss or damages caused by system failure, repair or maintenance without prior notice.

C. Limits to the Amounts of Money in the Use of i-Account

Limits to the amounts of money processed through i-Account will be determined by Circle Pay.

D. Username and Password

A client will have to setup username and passwords in the i-Account with application.

A client must log into i-Account by using Username, Login Password to get access to the i-Account system and transaction history, etc. For wire transfer within the i-Account system, clients are required to enter their password to log in.

Circle Pay identifies a client based on their Username and Passwords as registered in the i-Account system. Circle Pay will assume i-Accounts to be accessed by its lawful users as long as Username and Passwords match the registered information. Circle Pay has no liability whatsoever to its clients to cover the loss or damages when Username and Passwords are fabricated, forged, stolen, abused or is under any other violation. Clients are to consent to the identification procedure as stated in this article and protect their login information of i-Account without presenting it to a third party. Clients shall contact Circle Pay immediately if Username and Passwords are in jeopardy.

E. Request for Money Transfer and Wire Transfer

1. Money Transfer refers to the money transfer between available currencies within an i-Account nominee's account.
2. Internal Transfer refers to the money transfer between Circle Pay's i-Account holders.
3. Wire Transfer refers to the remittance of funds from Circle Pay to financial institutions other than those which Circle Pay is affiliated with.
4. Transfer to Affiliated Financial Institutions refers to transfer to the corporations affiliated with Circle Pay and the account holder's own i-Account.
5. All information in relation in money transfer generated by the i-Account platform, such as Remittance Reference No. and etc., shall be used by user of i-Account only, in case of user discloses such information to cause the transaction delay, suspension or failure, Circle Pay shall not take any responsibilities for such losses and damages.
6. Clients must enter the correct information for transfer within the client's accounts, internal transfer, wire transfer and transfer to affiliated institutions. Clients will be requested to click on the "Submit" button after entering their required information items. After the execution of the transfer's requests, clients are to consent that they do not have the right to make objections whatsoever and that the transfers are solvent. Circle Pay does not have any liability to its clients even if the execution of their requests should fail or be postponed because of errors or defaults due to their request information.

7. Clients are open to making use of transfer within i-Account, internal transfer, wire transfer or transfer to affiliates under the limit of transaction amount per day or per transaction. Circle Pay reserves the right to change transaction limits without prior notice to the clients.

8. Clients can check their transaction history of internal and wire transfer, etc., on our i-Account user interface. Furthermore, clients are to inform Circle Pay when they cannot view the screen or there is some error in the transaction information after transaction requests were made. Clients are to agree to the condition that transaction requests are not always processed right after the request or within the same day that requests are made.

9. When there is failure of transfer within the same account, internal transfer, wire transfer or transfer to affiliated corporation to specified accounts because of errors, defaults or other reasons, Circle Pay will refund the clients to their accounts. Fees occurred by this event will not be refunded to clients. Circle Pay also has no liability for any loss or damages that clients may suffer.

Transfer within the same account, internal transfer, wire transfer and transfer to affiliated corporations cannot be cancelled once a client's request is completed. If the balance of account is short of the requests, Circle Pay will not execute the request.

F. Request for Money in & Money out Solution

1. Definition and explanation

- a) "Money in" refers to remit money into i-Account owner by Client.
- b) "Money out" refers to remit money from i-Account to other bank or financial institution.
- c) "Money in by designated shops" refers to deposit fund in the designated shop and this fund can be reflected in Client's i-Account.
- d) "i-Account number" refers to the account number of i-Account owned by i-Account user.
- e) "The certificate of withdrawal" refers to when client asks for withdraw money from bank or financial institution, Client shall get money according to the certificate under bank or financial institution policy; otherwise Client may not get money.
- f) "Provider" refers to the corporate or individual who provides with money service by accessing bank and/or financial institution
- g) "Bitcoin solution" refers to Bitcoin which is a cryptocurrency and a digital payment system hold by i- Account holder is exchanged into US dollar and then transfer the US dollar(s) into i-Account.

2. Circle Pay reserves right to restrict the territory, settlement currency, Money transfer channel, the lowest amount and the highest amount of settlement under the nature of Money in & Money out Solution, the authority policy, provider's requirement and applicable laws; in such case, Circle Pay will notify the Client in advance 30 days.
3. Client acknowledges and agrees that “Money in by designated shops” only is available to the Individual User for transferring fund to his/her own i-Account. The designated shops shall be determined by the service supplier and Circle Pay shall not be responsible for any loss and damage from the change of designated shop.
4. Client shall keep the enough balance of i-Account for settlement, in case of there is not sufficient balance, Circle Pay reserves right to restrict or suspend the settlement and shall not be responsible for any losses and damages due to such restriction and suspension.
5. Client acknowledges and agrees that it shall bear all fees and charges occurred from the solution, including but not limited refund fee, chargeback fee, settlement fee, bank handling charge and transaction fee. If any fee showed on the i-Account system is different from the real charged fee, Circle Pay reserves the right to audit the fee and correct it according to the audit report under applicable laws and regulations. Client agrees that the audit report of Circle Pay is prevail.
6. Client shall be responsible in ensuring all transaction-related information, including but not limited to reference number, and all other essential information to the Money service is corrected and complete.
Client agrees that the i-Account Number shall not be as the remittance information to use in the Money-in Solution, otherwise, Circle Pay has right to refuse this Money-in transaction and the fine shall be incurred by Client under Circle Pay’s business policy. Client warrant that he/she shall provide Circle Pay with the newest reference number to carry out money service, any incorrect and old reference info will cause the deposit not being conducted; Client will be responsible for all losses and damages caused from above action.
7. Circle Pay will not take any responsibility for any loss or damage due to incorrect or insufficient information, any transaction and cost produced from this incorrect info will be incurred by Client.
8. Client shall cautiously keep the certificate of withdrawal and not disclose to other person; in case of client cannot get money due to the lost the certificate of withdrawal, Circle Pay shall not take any responsibility for that.
9. Client agrees that Circle Pay, at its discretion, has right to conduct Money out Solution under applicable laws and bank policies, including but not limited to combine several remittances to one or split one remittance to several remittances.
10. Client agrees that it shall comply with the terms and conditions of payment processing service demanded by provider under applicable laws and regulations.

11. Bitcoin Payment solution

11.1. If Client as i-Account holder has Bitcoin(s) wallet, it can apply for the Bitcoin payment solution on i-Account Platform.

11.2. The exchange limit shall be designated by Bitcoin Payment Solution provider. In case of exceeding the limit, the transaction will be suspended. Client acknowledges and agrees that it shall be responsible for losses and damages from exceeding the limit.

11.3. Client may access the i-Account platform to inquire about the exchange rate which is real-time exchange rate provided by provider; the settlement will be executed depending the exchange policy of provider.

11.4. Client acknowledges and agrees that

- i. Once exchange settlement is completed, the transaction cannot be canceled.
- ii. The final exchange amount shall be notified to your registered email when completing exchange.
- iii. The bitcoin exchange cost is floated, it may be adjusted by provider according to the marketing policy.
- iv. The settlement currency and settlement period shall be provided by provider under its exchange policy.
- v. Circle Pay only provides the Bitcoin exchange gateway to Client, Provider shall be responsible for all losses and damages from Bitcoin exchange service.

12. Disclaimer

- The service fee shall be described in the fee list, the fee may be changed due to bank policy, applicable laws and supplier's policy, Circle Pay has right to adjust such fee.
- In case the force majeure causes the payment delay and(or) failure, Circle Pay shall not be responsible for any losses and damages due to such case.
- Client shall use the merchant service to conduct legal, reasonable and accepted settlement, in case of Client misuses this service, Circle Pay shall not be responsible for any losses and damages due to such misuse.
- In case of delaying the payment due to Client's own reasons, Client shall take all responsibilities for such losses and damages.
- In case of the payment is successful by the Payment provider, the fund cannot be refund in any case; Circle Pay shall not be responsible for any losses and damages due to such case.
- In cases wherein the amount is refunded to any third-party account, including but not limited to the Payment provider, its affiliate companies and agents in the i-Account platform, Circle Pay will not be responsible for any loss or damage incurred due to such refund.

13. Client undertakes that it shall not conduct the following act. In the event that Circle Pay, at its discretion, determine Client's act is the prohibit behavior under applicable laws and regulations,

Circle Pay reserves right to freeze account, terminate account, lock capital and other dispose method. The detail for prohibit behaviors are as follow:

- i. Violate and damage privacy, reputation, credit, properties of Circle Pay.
- ii. Client's behavior directly or indirectly interferes and obstructs business operation and the development of Circle Pay.
- iii. Obstruct or damage the regular operation of Merchant service.
- iv. The act causes the disadvantage for Circle Pay.
- v. Provide the Merchant service for third Party without the Circle Pay's written permission in advance.
- vi. The act violates applicable law and regulation.
- vii. Other prohibited behavior under applicable laws and conditions.

G. Request for Bulk Transfer Service

1. "Bulk Transfer" (BT) refers to transfer money to a bulk beneficiary's accounts designated by Client. The BT shall be performed in i-Account Platform for account of i-Account only.
2. "Bulk Transfer Service" refers to allow Circle Pay to bulk of transfer money from Customer's account.
3. Agent service for Bulk Transfer Upon the reception of the BT Request from the Customer, Circle Pay shall directly transfer the instructed amount at the designated date in accordance with the instruction from Client. When Circle Pay obtains the BT request from Customer, the Customer shall agree with the terms and conditions instructed by Circle Pay and apply for the BT Service for Beneficiary.
4. Client shall be responsible for all losses and damages due to providing incorrect Beneficiary list. Any cost involving the transfer shall be paid by Client.
5. Client shall pay the service fee to Circle Pay, the specific fees will be described on i-Account Fee Schedule separated from this page.

H. Request for Proof of Account Ownership Service

1. Circle Pay can provide Client with the service to state the account opening situation depending Client's request. Client acknowledges and agrees the following terms and conditions:
 - i. Such service is only to provide the statement of Account Opening to the account holder, Circle Pay shall not be responsible for losses and damages from the use of this confirmation by account holder.

- ii. Client shall not use the letter to do any illegal activities or encroach Circle Pay and the third party's right under applicable laws and regulations. Circle Pay shall not take any responsible for losses and damages from such situation.
2. In case of Client requests Circle Pay to provide reference letter to state its/his/her financial situation of i-Account, Circle Pay will provide such service depending the audit report. Client acknowledges and agrees the following terms and conditions:
 - i. Circle Pay has right to audit the requirement of Client, Client shall provide related materials or information from time to time according to Circle Pay's requirement. In case of Client cannot provide the necessary materials or information, Circle Pay has right to suspend or terminate this service;
 - ii. In case of Circle Pay finds out or suspects the reference letter will interfere with Circle Pay / the third party or violate applicable laws and regulations according to the audit report, Circle Pay has right to refuse this service.
 - iii. Client shall not use the letter to do any illegal activities or encroach Circle Pay and the third party's right under applicable laws and regulations. Circle Pay shall not take any responsible for losses and damages from such situation.
3. Circle Pay has right to collect services fee under applicable laws and regulations, the specific fees will be described on i-Account Fee Schedule separated from this page.

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