

TERMS AND CONDITIONS NOTICE AND AGREEMENT FOR USE OF SELF-SERVICE PAYMENT KIOSK

1. By using this payment self-service kiosk (hereinafter – “payment kiosk”) you are agreeing to be bound by the terms and conditions set forth below.

2. As used in this Notice and Agreement for Use of Payment Kiosk (“Agreement”), “ITBILLION” shall mean ITBILLION USA, LLC, the service providers for payment and transaction services utilized in the operations of this payment kiosk, and the agents, employees, contractors, officers, directors, managers and affiliates of each of the above entities.

3. This payment kiosk is provided as a convenience by ITBILLION to the customers of:

(i) various entities that provide prepaid calling products and services using those entities’ own or resold telecommunication networks; or

(ii) licensed money transmitters that provide money transmittance and/or bill payment services through ITBILLION acting in the capacity of a direct agent of such licensed money transmitters.

These entities are referred to here as “Companies” or “Company”. This payment kiosk is for use by the customers of such Companies in making payments to those Companies for services provided by those Companies or in course of services provided by those Customers. ITBILLION provides a payment mechanism only and does not provide telecommunications or other services and is not a Company within the meaning of California Business and Professions Code § 17538.9.

4. The Company from which you are purchasing products or services through this payment kiosk is solely responsible for the products and services you purchase. ITBILLION shall not be responsible for any defects or other problems with the products or services purchased using this payment kiosk. Any dispute or claim regarding the products or services purchased using this payment kiosk must be resolved between you and the designated Company. ITBILLION shall not be a party to, or deemed to be a necessary party to any dispute between you and that Company concerning any products or services purchased using this payment kiosk.

5. You are solely responsible for the accuracy of the information that you input in to this payment kiosk. Such information includes but is not limited to: (1) the selection of the Company from which you are purchasing services or products through this payment kiosk; (2) payment identifying details such as the purpose of payment, name, phone number, number and date of contract, and other account identifying information; and (3) the amount of payment. If you input incorrect information, ITBILLION shall not be responsible for the failure of your payment to any Company or for the consequences arising from that failure.

6. During your transaction using this payment kiosk you will receive information via the kiosk’s display screen concerning: (1) the fees charged directly to you by ITBILLION for the transaction, if any; (2) the fees charged directly to you by the relevant Company, if any; and (3) the sales and usage taxes that apply to the transaction, if any. By executing the payment transaction you are agreeing to the amounts of all such fees and taxes, and you are agreeing that

all such fees and taxes, will be deducted from the cash amounts that you deposit into this payment kiosk.

7. This payment kiosk does not provide change from any cash deposited into this payment kiosk. Any unallocated amounts from the requested transaction will be treated as an additional service fee paid to ITBILLION. You hereby acknowledge that you know that no change will be provided and that any deposited funds not needed for the transaction will become an additional service fee paid to ITBILLION.

8. ITBILLION will use its best reasonable efforts to complete your transaction within 24-hours. You agree that ITBILLION's only obligation to you is to make its best reasonable efforts to complete your transaction within this amount of time.

9. If, for any reason, ITBILLION fails to complete your transaction within the above period, you hereby agree that the sole and maximum remedy you may obtain from ITBILLION is a refund of the cash amount that you deposited into this payment kiosk during this transaction. **YOU AGREE THAT IN NO EVENT ITBILLION WILL BE LIABLE FOR ANY PUNITIVE, SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

10. ITBILLION does not make any warranty, express or implied, regarding the condition(s) or fitness for any particular use or purpose of the products and services purchased by you using this payment kiosk.

11. Any questions or concerns that you have regarding the completion of this payment transaction, including any complaints that the payment transaction was not completed or not completed within the specified period, must be made to ITBILLION via email cs@qiwi.us or by calling at the phone number (855) 3787605. You agree that, unless you so notify ITBILLION within thirty (30) days of your payment transaction, you waive any claim you may have against ITBILLION related in any way to the payment transaction.

12. ITBILLION shall be entitled to record any communications between you and ITBILLION, and any such records may be used as evidence in any disputes by ITBILLION.

13. In case ITBILLION receives some personally identifiable information (hereinafter – "PII") from you, ITBILLION will keep such information private, and will not disclose or transfer such information to third parties unless you specifically consent to such disclosure or unless the disclosure is required by law. However, your PII may be transferred on the confidential basis by ITBILLION to the third party service providers, such as our agents, payment gateways, payment transaction processors and non-financial service providers (network operators, retailers). Your PII will be shared with such third parties and will be used by such third parties to the extent necessary to allow them to perform the services they provide to us and solely for the purposes of processing and completion of the purchase/payment transaction initiated by you. For more information please read our Safeguard and Financial Security Policy.

Certain third-party service providers, such as payment gateways and other payment transaction processors, have their own privacy policies in respect to the information ITBILLION is required to provide to them for your purchase-related or payment-related transactions. For these providers, we recommend that you read their privacy policies so you can understand the manner

in which your personal information will be handled by these providers. Moreover, certain providers may be located in, or have facilities that are located in, a different jurisdiction than either you or ITBILLION. Therefore, if you elect to proceed with a transaction that involves the services of a third-party service provider, then your information may become subject to the laws of the jurisdiction(s) in which that service provider or its facilities are located. *For example*, if you are located in the United States and your transaction is processed by a payment gateway located in Canada, then your personal information used in completing that transaction may be subject to disclosure under Canadian legislation.

14. By using this payment kiosk you warrant and represent to ITBILLION the following:

(a) You authorize ITBILLION to execute the processing of the payment requested by you, including the processing of your personal data and/or PII.

(b) You are not using this payment kiosk in any manner that could damage, disable, overburden or impair the operation of this payment kiosk or ITBILLION's servers or networks.

(c) You are in compliance with all applicable laws including, but not limited to, anti-money laundering legislation.

(d) You have the complete authority to accept the terms and conditions in this Agreement.

(e) You are over 18 years of age and are legally competent to make the payment transactions you are making at this payment kiosk.

(f) You authorize ITBILLION to collect, process, retain and disclose your personally identifiable information provided to ITBILLION as described in these terms and conditions.

(g) You have read and understood the terms and conditions of this Agreement.

15. You and ITBILLION agree that the exclusive forum for all disputes arising out of your use of this payment kiosk, except for matters you take to small claims court, is an arbitration (mediation) under the Consumer Arbitration Rules of the American Arbitration Association. You agree that such mediation will be conducted through the American Arbitration Association unless all parties agree to use a different arbitrator or arbitration service. **YOUR DISPUTE WILL NOT BE HEARD BY A JURY OR IN COURT AND MAY NOT BE MADE PART OF A CLASS ACTION.** You further agree that the laws of the State of Florida shall govern any such dispute.

At the conclusion of your transaction, you may be provided a printed Personal Identification Number ("PIN") needed to activate your product or service. Do not lose or allow anyone else to use the PIN. ITBILLION is not responsible for the lost or stolen PINs, and ITBILLION does not provide replacement PINs and does not provide refunds for the lost or stolen PINs. You agree that, if you lose your PIN or it is stolen you will have to purchase a new PIN at the full regular price.