

Public Offer

ZoodPay General Terms and Conditions

Whereas the **Customer** (hereinafter mentioned as “You”, “Your”) is a person who used or will use the **ZoodPay** (hereinafter mentioned as “ZoodPay”, “We”, “Our”) services and get registered on **ZoodPay Account** for getting of mentioned services or the Customer ’s internal Account will be created by ZoodPay in the operational system based on a relevant application, the parties agree on terms and conditions of a cooperation by consenting to these *conditions*. The cooperation shall be governed by presented terms until the ZoodPay terminates the service in accordance with provisions set forth by the Agreement ZoodPay Customer Terms and Conditions (hereinafter referred as “*Agreement*”).

Service Overview:

- ZoodPay allows You to pay for your purchase from the Store in a) instalments over a period defined by the Agreement; b) in 14 days after the delivery
- In order to be entitled to receive ZoodPay Service, You must be over 18 years old and be the authorized holder of an eligible debit/credit card;
- You will be granted with the limit in frames of which you will be entitled to use the Zoodpay Services. You are acknowledged that the limit shall be granted for the period of 1 month on the basis of checking your creditworthiness and you will be entitled to use Zoodpay Services within mentioned period. After expiration of the said period for the usage of the Zoodpay services you will be subject to the renewed scoring and underwriting procedures.
- Usage of ZoodPay Service is the subject to ZoodPay’s approval. Approval is at sole discretion of ZoodPay;
- The payment date is determined in accordance with the Payment Schedule for each purchased order, will be presented in Customer profile;
- If You won’t be able to pay Us on time, please contact Us as soon as possible. A call will not prevent a Customer for paying liability amount;
- The delivery/quality of Purchased Goods and/or Mobile Device and all Refunds is the responsibility of the Seller where you make the purchase;
- The delivery/quality of Purchased Goods and/or Mobile Device and all Refunds aren’t affecting Payment Schedule or Penalty accruing rules.

Important information regarding card pre-authorizations:

The pre-authorization of Your Card is the part of our approval process as well as Our assessment as to whether or not You have the capability to fulfil Your obligation to make future payments to ZoodPay according to the Payment Schedule in regards of each purchased order. Accordingly, We reserve the right to conduct a pre-authorization of your Nominated Payment Source through the Payment Organisation. This may involve Your obligation to place funds in the Account linked to your Nominated Payment Source on hold each time You make an online purchase using ZoodPay Service or add a new card to your Account held by ZoodPay. For online purchases, Our Payment Organisation immediately instruct your bank to void this pre-authorization transaction. No funds are received by ZoodPay during this process. We cannot guarantee the time it takes for Your bank to process this action by us and make Your funds available.

We set out below the terms and conditions of Your use of, and access to, ZoodPay Service. Please read carefully and save these terms and conditions, as they impose rules, obligations and other responsibilities on You in respect of your use of the ZoodPay Service.

1. Parties to this Agreement

- 1.1 OrientSwiss Tashkent LLC incorporated and operating under the laws of the Republic of Uzbekistan, represented by Director Askarbek ALSHANBAYEV acting on the basis of Charter (“ZoodPay”, “Company”, “we”, “us”, “our”). It sets out the terms and conditions that apply to Your use of ZoodPay Service.
- 1.2 The Customer (You, Your, Customer)
- 1.3 You agree that Your acceptance of this Agreement, and ongoing use of ZoodPay Service, shall constitute Your acceptance of this Agreement.
- 1.4 If You do not want to be bound by this Agreement, you must not make a purchase using ZoodPay Service.

2. Policies incorporated into this Agreement

- 2.1 Before you use the ZoodPay Service, you should read and accept this Agreement, as well as ZoodPay’s Privacy Policy which can be found on the Website/Mobile Application.
- 2.2 We recommend that You store or print a copy of this Agreement (including all policies) for Your records. To the extent of any inconsistency between this Agreement and any incorporated policy, the Agreement will prevail.

3. Definition of terms

Customer (You, Your)	A person who is intending to buy and/or is buying any Goods or Mobile Device from the Store of Seller using ZoodPay Service
Agreement	These terms and conditions, Special Terms of Agreement, and any amendment made in this Agreement from time to time
ZoodPay Account	Virtual account of the Customer registered in the operational system of ZoodPay where every information/transaction/application made by the Customer is recorded.
ZoodPay Instalment	ZoodPay “Buy Now, Pay Later” alternative financing solution offered to Customer which shall give opportunity to Customer to pay Sale Price for the Goods and/or Mobile Device placed in Store in 4(four) or 6 /(six) instalments, in accordance with the Payment Schedule.
ZoodPay PAD	A method of payment of ZoodPay to pay for the Goods in 14 days after delivery of Goods
Goods	Goods placed on the Store by the Sellers, available for the Purchase by the Customer using Zoodpay Instalment.
ZoodPay Service	ZoodPay Instalment and Zoodpay PAD
Shipping Costs	Any fees, costs or expenses payable by the Customer charged by Seller for the delivery of Goods and/or Mobile Device purchased using the ZoodPay Purchase

Sale Price	price (including all applicable taxes and Shipping Costs) of the Goods and/or the Mobile Device
Store	Any physical or electronic location including any website and mobile or tablet sites or applications owned and/or managed by the Seller from which Goods and the Mobile Devices are supplied.
Seller	The authorized Seller who is selling Goods and Mobile Device from the Store or from overseas jurisdiction upon permission of ZoodPay
Refund	A partial or whole refund of the Sale Price for any Goods and/or Mobile Device in case of Return of Goods and/or Mobile Device by the Seller and/or of any related Shipping Costs
Refund Amount	Amount that Seller agrees to Refund to a Customer for Goods and/or Mobile Device which is accepted for Return according to Merchants and our policies, or other amount that Seller agrees to refund to a Customer
Return	The return of any Goods and/or Mobile Device to a Customer purchased using ZoodPay Purchase initiated by the Customer or the Seller
Day	Calendar Day
Business day	Day except Saturday and Sunday and public holidays stated by the Applicable Legislation
Applicable Legislation	Legislation of Uzbekistan
Nominated Payment Source	The source of payment: <ul style="list-style-type: none"> • Cash funds • Credit/debit card provided by the Customer
Order	Purchase order of Goods and/or Mobile Device made by the Customer to the Seller
Overdue sum	Amount that is not paid according to the Agreement or payment schedule.
First Payment	One fourth (in case of instalment of 4 month) One-sixth (in case of instalment of 6 month) of the Sale Price which is paid by the Customer after the approval of ZoodPay Instalment via Nominated Payment Source and which represents the mandatory condition of usage of the ZoodPay Service.
Payment schedule	Payment plan attached to Zoodpay Purchase which will be available on the customer profile which includes the following information: Sale Price, amount and period of payment.
Consent	consent of Customer provided in electronic or material form to provide application on receipt of

	the ZoodPay Service and Agreement conditions on the Store or through the Company electronic channels, which confirms the fact of getting acquainted with the condition of the Agreement and using the ZoodPay Service.
Current liability	Monetary liability of the Customer to ZoodPay within the current period of time, which includes a Sale Price that is subject to repay and a penalty (if any) and also expenses made by the ZoodPay for collection of Sale Price from the Customer and/or forced enactment (if any).
Penalty	Additional means for security used in order to secure the proper fulfilment of the obligations by the Customer and paid by the Customer in case of delay of the repayment of the Sale Price and breaching the Payment Schedule; The Amount of Penalty shall be indicated in Special Terms and Conditions.
Automatic Payment	Payment, through the Payment Organization or Agent selected by the Customer, that will be automatically charged directly to Nominated Payment Source in accordance with Payment Schedule.
Payment Organization	a legal entity (not a bank) that is authorized to carry out activities related to the provision of payment services.
Special Terms and Conditions	An integral Part of the Agreement where the specific terms attributable to each individual Customer are defined
General Terms and Conditions	An Integral Part of the Agreement where General terms are defined
Agreement	The Agreement between Zoodpay and the Customer.
Mobile Device	Samsung mobile device, manufactured by Samsung LLC company and provided by authorized resellers, purchased by You and integrated with Samsung Knox Guard Solution which will be used as security instrument employed for the purposes of securing the performance of payment obligations of a Customer before Zoodpay.
Samsung Knox Guard Solution	The mobile app developed by Samsung LLC / Solution, which allow us to control remotely and lock the Mobile Device in case of nonfulfillment of payment obligation from your side.

Activation	turn on purchased Mobile Device and connect it to internet for at least 5 minutes
-------------------	---

4. ZoodPay Service

- 4.1 By using ZoodPay Service You will be entitled to buy (i) Mobile Device and/or Goods from Sellers.
- 4.2 By placing an Order with a Seller and using ZoodPay Services, You provide Us with unconditional and irrevocable consent and direction to pay (or procure a ZoodPay Affiliate to pay) the Seller on Your behalf in exchange for Your agreement and obligation to repay or pay to Us, in accordance with this Agreement the Sale Price on the dates outlined in your Payment Schedule or in the Agreement, as well as the possible Penalty if you fail to make a repayment to us on the scheduled date, as set out in the Agreement.
- 4.3 You acknowledge that We do not have any control over, and are not responsible or liable for, the Mobile Device and/or Goods and services purchased from Sellers using ZoodPay Service. We cannot ensure that the Seller you are dealing with will complete the transaction.

5. No warranty

- 5.1 We do not give any express warranty or guarantee as to the suitability, reliability or availability of ZoodPay Services.
- 5.2 Except as required by Applicable Legislation, we do not guarantee continuous, uninterrupted access to ZoodPay Services, and We make no representations or warranties regarding the amount of time needed to complete processing of Orders or payment transactions.
- 5.3 ZoodPay does not:
- (i) Enter into a partnership, joint venture, agency or employment relationship with You;
 - (ii) Guarantee the identity of any Seller;
 - (iii) Determine if You are liable for any taxes; or
 - (iv) Collect or pay any taxes on Your behalf that may arise from your use of ZoodPay Services.

6. Representations and the Warranties of the Customer

- 6.1 You confirm that:
- a. You are the individual who is at least 18 years old;
 - b. You are capable of entering into a legally binding contract;
 - c. You have a valid and verifiable email address and mobile telephone number;
 - d. You have provided a valid delivery address to ZoodPay;
 - e. You have full and unlimited access to the Nominated Payment Method
 - f. in connection with Your use of ZoodPay Services, you are providing us with your real name and true and correct personal details and not use an alias or false identity (even with the consent of the person whose identity you are using) or provide false, inaccurate, or misleading personal details. You acknowledge that by provision of false Personal data or Identification requisites You may face the criminal liability.
 - g. By entering into this Agreement, You represent and warrant that You are eligible to use ZoodPay Service.
 - h. You are fully aware of the content of expressing of his/her will and the subsequent legal consequences
 - i. You have got familiarized with this Agreement and these conditions are acceptable for You;
 - j. You will fulfil obligations imposed by the Agreement faithfully and in a proper manner
- 6.2 You shall inform the ZoodPay immediately in a written form about all circumstances that may contradict with Your representations and/or may cause breaching of above-mentioned warranties. Also, You shall inform the ZoodPay about occurrence of such circumstances that may threaten proper fulfilment of obligations by You that are imposed by the Agreement.

- 6.3 You acknowledge and agree that the ZoodPay concludes the Agreement based on representations, warranties and obligations provided in these Agreement. Thus, breaching of representations, warranties and obligations considered by this article after conclusion of the Agreement is a sufficient reason for ZoodPay to refuse provision of any services in the future and/or termination of going Service. In such cases You shall be obliged to pay Current Liability to ZoodPay.
- 6.4 By agreeing to this Terms and Conditions and submitting your photo, you give us your consent to the collection, processing and storage of your personal biometric data
- 6.5 After submission of the application by you to use the ZoodPay Service, You are informed that We may search/verify any information about You including personal information at the partners and affiliates of ZoodPay during processing the application also in cases of failure fulfilment of your obligations imposed by Agreement and in case of improper fulfilment of such conditions, for protection of own rights by the ZoodPay and checking solvency and Your credit history from third parties at the extent and within the scope necessary for protection of entrepreneurial interests of the Company. Also, We shall be entitled to verify the information about the You including personal information for approval of a ZoodPay after filling application at any registered agency or person.
- 6.6 You also agree that we have the right to carry out your cross-border data transfer
- 6.7 Cross-border data transfer is carried out for the following purposes including, but not limited to: a) protect our rights b) enforce rights granted by these Terms and conditions c) defect, prevent and eliminate fraud d) to enable you to use all the services provided by us and our group of companies.

7. Transfers or assignments

- 7.1 You cannot transfer or assign any rights You may have under this Agreement without Our prior written consent, which must not be unreasonably withheld.
- 7.2 We may transfer or assign this Agreement, and any right under this Agreement, to a third party without notice to You or Your consent unless the assignment will detrimentally affect Your rights under the Agreement (in which case We will seek Your consent prior to assignment, which consent must not be unreasonably withheld).

8. Payment Terms

- 8.1 You hereby expressly consent to authorize and instruct payment agent of ZoodPay to deduct Automatic Payment amounts from your Nominated Payment Source for the amounts and on those scheduled dates set out in your Payment Schedule and or in the Agreement. You acknowledge that You are giving ZoodPay's payment agent the ability to collect or reverse variable payment amounts from or to Your Nominated Payment Source, in accordance with Your Payment Schedule and the terms of this Agreement.
- 8.2 You agree that authorization is a part of Our approval process and Our assessment as to whether or not You have the means to fulfil your obligation to make payments to ZoodPay according to the Payment Schedule and the Agreement, We reserve the right to conduct a pre-authorization of your Nominated Payment Source. This may involve placing funds in the account linked to your Nominated Payment Source on hold each time You make an online purchase. For online purchases:
- a) the pre-authorized amount will not exceed Your first instalment owed to us for that purchase; and
 - b) We immediately instruct Your bank to void this pre-authorization transaction
 - c) No funds are received by ZoodPay during the pre-authorization process.

- d) We cannot guarantee the time it takes for your bank to process both the pre-authorization transaction and our voiding of that transaction.
- 8.3 You also acknowledge that as part of the authorization process to use the ZoodPay Instalment You are obliged to pay the First Payment. If We or Payment Organization are unavailable to process the First Payment within four days from Your Nominated Payment Source due to any reason, the usage of ZoodPay Instalment shall be rejected from Our side.
- 8.4 You are responsible for ensuring that You have sufficient funds in your Nominated Payment Source available to make Automatic Payments on the dates specified in your Payment Schedule. You are liable for any fees or charges imposed by your Nominated Payment Source, except to the extent that such fees or charges arise as a result of Our error or system failure. If any fees or charges are imposed as a result of Our error or system failure, please provide us with a copy of the relevant records certifying the abovementioned, and We will reimburse You for the relevant fees or charges.
- 8.5 If an Automatic Payment fails (for example, if Your Nominated Payment Source is a credit or debit card which has expired), we reserve the right to apply Penalty unless You otherwise make the scheduled payment on the relevant due date. You authorize us to satisfy any monetary liability You owe us by:
- (i) Debiting Your Nominated Payment Source on and after the due date indicated in Your Payment Schedule and/or in the Agreement;
 - (ii) Debiting Your any other card which You have provided details of;
 - (iii) Offsetting the Current Liability amount against any amounts We may owe to You;
- or
- (iv) Any other legal means.
- 8.6 Monetary liabilities of the Customer are considered as fulfilled from the moment of reflection of due sum completely to the ZoodPay's bank account.
- 8.7 Partial payment of a Current Liability is not considered as fulfilment of obligations and ZoodPay shall have the right impose the Penalty if there are not enough funds on your Nominated Payment Source.
- 8.8 Debiting your Nominated Payment Source is made in a national currency. If the Funds are available only in the foreign currency, ZoodPay shall exchange the currency in accordance with the ZoodPay's Bank exchange rate.
- 8.9 Your liability is considered as paid and if You fulfil payment obligations completely which without limitation includes the Sale Price, financial expenses, Penalty (if any) and reimbursement of damage (if any)) to the bank account of ZoodPay.
- 8.10 You acknowledge and agree that upon making a monthly payment at first is paid penalty (if any).
- 8.11 Notwithstanding any other provisions of this Agreement, You must make all payments in accordance with the Payment Schedule and/or and pay all other amounts in full to Us under this Agreement without any set-off, withholding or reduction for any reason whatsoever, including any existing or future act, omission or default by us.
- 8.12 You are entitled to pay the Current Liability fully or partially any time, without any commission.
- 8.13 If You use ZoodPay PAD, you acknowledge that we will be informed on delivery of the Good from the respective delivery company. We rely on this information and You hereby undertake the obligation to pay for the Good at the 14th day starting from the date when the Goods were delivered to You.
- 8.14 If the Nominated Payment Source being a credit/debit card belonging to any other third person, you acknowledge that you will use it only on the basis of permission of the owner such credit/debit card and provide us with the owner's consent in any form requested by Us and

any time on granting Zoodpay right to debit the card on or after the day of payment stated by your payment schedule.

9. Penalty

- 9.1 You are obliged to fulfil all the conditions stipulated in this Agreement; You are aware of the consequences that may occur as a result of delay in payment;
- 9.2 If You fail to pay any amounts according to the Payment Schedule and/or the Agreement, We reserve the right to accrue on the payment that is due but not received. Penalty will not be applied until the day immediately following the day that the payment is due. In order to avoid any misunderstanding, accrual of the Penalty is Our sole discretion, and it is our right but not the obligation.
- 9.3 We may, at our sole discretion, reasonably delay the application of, or waive wholly or partly, any Penalty. If Penalty is incurred as a result of ZoodPay's error, please let us know, and we will waive or refund such fees, as relevant.
- 9.4 ZoodPay is authorized to impose the Penalty in case of non-fulfilment of the obligation undertaken by You even in case the Refund takes place.

10. Responsibility

- 10.1 You are responsible to the ZoodPay for the accuracy and completeness of the information contained in the Agreement as well as the accuracy of the information indicated by You during the choosing ZoodPay Service and the accuracy of all the information You have submitted to the ZoodPay during, before and after agreeing with the Agreement.
- 10.2 ZoodPay reserves the right to suspend Your limit fully or partially in case of failure of your payment obligations.

11. Refunds

- 11.1 If You decide to return Mobile Device and/or Goods to a Seller, You have to provide the request in accordance with our Return Policy, which is placed on our web page. You acknowledge and agree that Refund shall be carried out in accordance with our and Seller's Return Policies.

12. Assessment and checks

- 12.1 We reserve the right to assess, and determine whether to accept or cancel, each application made by You relation of using ZoodPay Services.
- 12.2 We reserve the right to cancel ZoodPay Service even after its approval without any reason. In this case We will return any payment made by You during 1 month from the cancelation of the ZoodPay Service.
- 12.3 We reserve the right to verify Your identity, including if required under the Law on countering the legalization of proceeds from crime, the financing of terrorism, and the proliferation of weapons of mass destruction at any time, before or after processing your application.
- 12.4 You agree to provide any information or documentation reasonably requested by ZoodPay, a Seller to verify your identity in connection with your ZoodPay or Order.
- 12.5 You authorize Us to make, directly or through third parties, any enquiries We consider necessary to verify your identity and assess your capability to make payments according to the Payment Schedule and the Agreement in relation to all Orders made through ZoodPay Services. This may include ordering a credit report, performing other repayment capability checks and verifying information You provide against third party databases.
- 12.6 For the approval of Your application on usage ZoodPay Service and to the extent necessary for the achievement of this goal the ZoodPay may:
 - a) inquire and verify the information about You in any registry or database;
 - b) search information about You without limitation of number of searches at the database of credit histories of partner entities for the purpose of checking of Your solvency for

provision of services to You, for processing of Your application, for making offers and also in cases of failure of You to fulfil obligations or improper fulfilment of such obligations with the main purpose of protection of own rights by the ZoodPay, for finding out Your credit history direct marketing and for other lawful reasons;

- c) In case of failure to fulfil or improper fulfilment of the contractual obligations by You, We are entitled to provide the information about You to third parties willing to cover Your obligations. We shall discharge the powers granted to it in this article to the extent that is necessary for protection of Our interests of business;
 - d) inquire/verify any information at any time, including personal data provided by or related to You in any the data base of any entity, who is legally collecting Your personal data during processing the application of receipt services by You , as well as in the event of reflection of the state of implementation of the obligation(s) assumed by You under the Agreement, including failure of implementation or improper implementation thereof, also for protection of own right(s) by ZoodPay, verification of Your solvency and credit history thereof and within the scopes necessary for protection of industrial interests of the ZoodPay;
 - e) All information that ZoodPay collects about You or the recipient you nominate, including information collected in connection with the verification of Your identity, will be collected, used and stored in accordance with the ZoodPay Privacy Policy and Uzbek Law.
- 12.7 For the purpose of provision of services described in the Agreement, You authorize ZoodPay (or any third parties providing services on behalf of ZoodPay) to disclose to third parties, to the extent required by any applicable laws or regulations, any information in relation to You. In addition, You acknowledge that ZoodPay reserves the right to report any negative activity on your ZoodPay Services (including late payments, missed payments, defaults or chargebacks) to credit reporting agencies.
- 12.8 For the purpose of implementation of the credit liabilities by third parties ZoodPay can deliver information about You, including the information about ongoing delay to the third parties, who express verbal or written commitment for implementation of the obligations assumed by You in full or partially. Parties hereby agree, ZoodPay is entitled to receive the fulfilment of the obligation prescribed by this agreement from any third party.
- 12.9 ZoodPay can transfer any information to the auditors, consultants and advisors along with the necessary documentation provided that these persons will keep the information confidential.
- 12.10 For the purpose of control of the service quality and protection of own rights ZoodPay shall be entitled to carry out monitoring and recording of every phone communication with You. The parties agree that such authorization is not limited in time and the ZoodPay may carry out such activity any time, even after expiration of the Agreement.
- 12.11 ZoodPay shall be entitled to send advertising/marketing messages to You at any time on the Number/Email address provided by the You in order to inform about news and activities.
- 12.12 Any information to be transferred in cases considered by this article, without limitation, includes: Your identification data, volume of the Current Liability obligation, its purpose, accrued interest, validity, timeliness of payments made by You regarding the loan/financial liabilities, the debt balance and in case of a dispute - the court proceedings and enforcement outcomes.

- 12.13 For the purpose of calculation of credit rating score and collection information to be transferred to third party includes but is not limited to the following personal data: Name and surname of the Customer; personal number and/or unique characteristics of his/her electronic id card; registered and/or actual address; phone/mobile number; email address; credit history (both negative and positive, including details about previous and current liabilities and payments and details of covering of such liabilities), solvency status (rating score of Your solvency (credit rating score), its criteria and/or scoring methodology) and individual mixed scoring; moveable and immovable property owned and/or possessed by You and their characteristics, other assets; data about employer; information about employment terms (place of employment, remuneration, work schedule etc.); any data provided in electronic channels and/or internet (including but not limited to records such as cookies etc.); Your activity and persons related to You in above mentioned channels (including without limitation to history of log-ins in such channels and history of activities and transactions); information about family members, relatives and persons living at Your address; any other data related to You, which allows Your identification and/or characterisation of grouping You with other customers considering physical, physiological, economic, cultural and social signs or transactions indicated or considered in above mentioned sub-paragraphs;
- 12.14 You agree, that We may process the information about You in electronic channels including recording of Your activities (i.e. identification of Your location during the usage of an electronic channel, description and analysis of data indicated in search field, recording of frequency of selection of products and/or recording of any statistic data and its analysis) and/or using of other data indicated by You.
- 12.15 You agree that We during the period of using ZoodPay Service and a contract period (processing of data is also carried out for calculation of credit rating score and an individual mixed score) may transfer your personal data to third parties for the following purposes:
- a) Review of a new application made by You on provision ZoodPay Service;
 - b) For protection of lawful interests of ZoodPay;
 - c) For carrying out of the ZoodPays duties that are defined by the law;
- 12.16 If the Client 's consent is required by law for processing of data, any electronic and/or non-electronic application is considered as a consent, where You agree with these conditions and the Agreement;
- 12.17 You agree, that processing of Your personal data by Us can be carried out for the following purposes:
- a) for provision of service completely and in a proper manner; for improvement of service when We analyse information about You, including analysis of credit history, statistical bureau data, etc.;
 - b) In cases established by legislation, for accessibility of information for audit companies, regulators, controllers and other supervisory authorities;
 - c) For preparation and demonstration of different reports, researches and/or presentations;
 - d) For ensuring of security, also for revealing and/or prevention of fraud, money laundering and other crime;
 - e) For marketing purposes, which means periodical offer of different products/services by Us;
 - f) For collection purposes of delay debts to External collection companies;
 - g) For the new owner of debt

13. Our Intellectual Property

- 13.1 Our Website and all content on Our Website are the exclusive property of ZoodPay. The information on Our Website is for information purposes only and is subject to change without notice.
- 13.2 You must not copy, imitate, modify, alter, amend or use without Our prior written consent any URLs representing Our Website, or any of our content, logos, graphics, icons or other content published on our Website or in our printed media.

14. Amendment of the Agreement

- 14.1 ZoodPay can make the changes in the Agreement any time without notification or additional consent from Your side by updating the app and web-based account to incorporate the new terms of use.
- 14.2 Any changes to the terms around a specific payment will be subject to prior notice to You.
- 14.3 You are responsible for regularly reviewing information posted online to obtain timely notice of such changes. Your continued use of the ZoodPay Services after changes are posted constitutes Your acceptance of the amended terms and conditions
- 14.4 You can carry out an early termination of the Agreement via full implementation of assumed obligations within 10 days after learning about the changes and in the event if You decline to use the right of termination of the agreement, the changes offered by Us shall be deemed to be accepted by You and the Agreement shall be deemed amended as of the indicated period.

15. Term and Termination

- 15.1 This Agreement is concluded for an indefinite period of time. It applies until it is terminated by You or Us and can be terminated at any time.
- 15.2 We may suspend or close Your account or otherwise terminate Your right to use Your account. We may do this at any time and for any reason.
- 15.3 You may close Your account at any time by contacting us at the number indicated on our webpage.

16. Communication between the Parties

- 16.1 Any notification can be sent to You:
 - a) to the legal and/or actual address indicated by You;
 - b) to an e-mail address provided by You;
 - c) to Your mobile phone.
- 16.2 In case of any changes in the account indicated by You or any information provided for in the Agreement, including the contact details, You shall immediately notify Us about it and provide with new information, otherwise, the information sent to the old contact details indicated in this Agreement shall be deemed to be received.
- 16.3 We shall not be responsible for the consequences entailed with receipt of the notification by another person that is sent in accordance with the contact information provided by You.

17. Samsung Knox Guard Solution

- 17.1 By carrying out purchase of the Mobile device and clicking “accept” on this Terms and conditions, you grant us unconditional and irrevocable consent to activate the Knox Guard solution in order to ensure fulfilment of payment obligations from Your side.
- 17.2 By proceeding the purchase process of the Samsung Mobile Device, We will activate the Samsung Guard Solution, and ZoodPay shall fully be entitled to activate the Samsung Guard Solution and implement the following actions at any time in case of breaching any obligation from Your side, this will entitle Zoodpay to:

- 17.2.1 Send SMS notifications and periodic screen wide notifications on the Samsung Mobile Device regarding the instalment payment date and any delays related to the payment of the instalments.
- 17.2.2 Lock Samsung Mobile Device which without any limitation considers Blocked or restricted access to Home Screen, restriction of factory reset & binary flashing, restriction of usage of USB/Bluetooth/Tethering/NFC, Outbound Call Restriction except for our customer call center & "Emergency Call".
- 17.3 Samsung Guard solution shall be removed from device when You fully repay the Sale Price with any other charges (if applicable), and no further interference will take place.
- 17.4 You are eligible to use Samsung mobile device to any extent if payments are made accordingly, and Samsung Guard Solution was activated.
- 17.5 Until the fulfilment of payment obligations towards Us, You are informed that You cannot take any of following actions, including but not limited to:
 - a) Sell the device, since the right of ownership is only transferred to You upon fulfilment of payment obligations;
 - b) Give to a third person;
 - c) Sell in parts;
 - d) Damage intentionally.
- 17.6 In case any of the abovementioned circumstance takes place, You shall be obliged to inform us regarding this circumstance and immediately, upon our request, pay Us the full amount of Sales Price. Full payment of any outstanding payments and charges shall be required if the phone is stolen or damaged. In addition to that we reserve the right to deliver to any third-party information about You and all your outstanding obligations towards Us.
- 17.7 By carrying out the purchase process of Samsung Mobile Device and accepting those terms and conditions you confirm that you acknowledge that activation of Samsung Guard Solution on your Samsung Mobile Device is mandatory and the decision on accepting the Order is made on the basis of this condition, accordingly You take the obligation to activate mobile cellular data on your Samsung Mobile Device or allow the access of WIFI in order to activate Samsung Guard Solution.
- 17.8 By carrying out the purchase process of Samsung Mobile Device you also accept and undertake the obligation does not keep the Mobile Device turned off or out of internet coverage for more than 30 (thirty) days and activation should be held within 10 Days starting from the date of purchase. In case of violation of this clause you acknowledge that the Mobile Device will be blocked.
- 17.9 If You accept this agreement and continue to purchase the Samsung Mobile Device, You are expressing unconditional and irrevocable consent on conditions mentioned in this Agreement.
 - 18.11. In the case of failure to re-pay any of the imposed amounts, Zoodpay shall retain possession of the Samsung Mobile Device, and any consistent failure to re-pay may force Zoodpay to seek legal action against You, for and not limited to, the re-possession of the Samsung Mobile Device, full re-payment of the dues and other charges imposed.