

BILLING AND SUBSCRIPTION TERMS

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Language of the document.

This document is originally drafted in Russian. The English translation is provided for informational and convenience purposes only and does not constitute a legally binding version of the document. In the event of any discrepancies, inconsistencies, or conflicts between the Russian and English versions, the Russian version shall prevail.

These Billing and Subscription Terms (the "Billing Terms", "this document") set out the procedure for settlements between the User and the Contractor when using the paid features of the "ChëKak: Market" online service (the "Platform"). The document is developed in accordance with the Civil Code of the Russian Federation, Federal Law 54-FZ of May 22, 2003 "On Cash Register Equipment", Federal Law 161-FZ of June 27, 2011 "On the National Payment System", Federal Law 259-FZ of July 31, 2020 "On Digital Financial Assets, Digital Currency, and on Amendments to Certain Legislative Acts of the Russian Federation", the Tax Code of the Russian Federation, and other regulatory legal acts.

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1. Terms

- **User** — an individual who has confirmed being 18+ by placing the corresponding mark at registration (see Section 2.5 of the User Agreement) and registered an Account on the Platform. The User's specific date of birth is not collected by the Platform.
- **Country of tax residency** — the country declared by the User at registration (with the option to change in the personal account); determines the set of payment methods available to the User (see Section 3) and the law applicable to the relationship between the parties.
- **Chiki, Chiki pack, Software Product, Subscription, Auto-renewal, Trial, Payment Provider, Fiscal Receipt** — see the corresponding definitions in the User Agreement.

2. Tariffs and Pricing

(Unchanged from revision 1.0; see Section 2 of revision 1.0 for the full text.)

3. Payment Methods and Dependence on Country of Tax Residency

3.1. **The set of available payment methods is determined by the User's country of tax residency, declared at Account registration (with the option to change in the personal account at billing.chekak.store/profile — see Section 2.6 of the User Agreement).**

3.2. **For Users who have declared the Russian Federation (RU) as their country of tax residency**, the following payment methods are available:

3.2.1. **JSC "TBank"** — internet acquiring with Visa, MasterCard, MIR, JCB, UnionPay (subject to acquirer support).

3.2.2. Additional payment instruments will be connected as they become available and will be published at `/pricing` (including SBP — the Faster Payments System of the Bank of Russia).

3.2.3. **Digital currency (including cryptocurrency) payment is NOT available for tax residents of the Russian Federation.** The corresponding payment methods are automatically hidden by the Platform for Users declaring Russia as their country of residency. This restriction is set by **Art. 14(5) of Federal Law 259-FZ of July 31, 2020 "On Digital Financial Assets, Digital Currency, and on Amendments to Certain Legislative Acts of the Russian Federation"**, according to which legal entities registered in the Russian Federation and/or individuals physically present in the Russian Federation for at least 183 days within 12 consecutive months **may not accept digital currency as consideration for goods, works, services they transfer (perform, render) or in any other manner suggesting payment with digital currency for goods (works, services).**

3.3. **For Users who have declared a country other than the Russian Federation** as their country of tax residency, the set of payment methods is determined by the law applicable to the User and the technical capabilities of the connected Payment Providers. The specific list is shown to the User at the moment of payment.

3.4. **A change of the country of tax residency** by the User in the personal account automatically redefines the set of payment methods available for future payments. Already completed operations are not revised. When attempting to use a payment method unavailable for the User's current country of residency, the Platform displays a corresponding notice and blocks the operation.

3.5. **Bank card details of the User are not stored on the Platform.** Card details are entered on the Payment Provider's payment page; the Contractor receives only the identifier of the successful payment.

3.6. **Card storage for auto-renewal** — see Section 3 of revision 1.0; unchanged.

3.7. A payment is considered completed at the moment the Payment Provider's confirmation (webhook) is received on the Platform side.

3.8. **Accuracy of the residency declaration.** Knowingly inaccurate declaration of the country of tax residency by the User aimed at circumventing the restrictions of this Section is a material breach of the User Agreement (see Section 2.6.5 of the User Agreement) entailing consequences set out in Section 2.5.6 of the User Agreement. Where there are reasonable doubts about the accuracy of the declared country of residency the Contractor may suspend the disputed operations pending the User's provision of supporting documents.

4. Fiscal Receipts (Federal Law 54-FZ)

4.1. For each payment processed by the Payment Provider on the territory of the Russian Federation, the Payment Provider, through the connected cloud cash register, issues a **fiscal cashier receipt** under Federal Law 54-FZ and submits it to the Federal Tax Service.

4.2. An electronic copy of the receipt is sent to the User's registered email address within **5 minutes** of successful payment.

4.3. If the User does not receive the electronic receipt, they may request a resend at support@chekak.store within 30 calendar days.

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(Sections 5 "Subscription and Auto-renewal", 6 "Trial Periods", 7 "Refunds", 8 "Failed Payments", 9 "Chargeback", 10 "Taxes and Invoices", and 11 "Funds and Security" are unchanged from revision 1.0 except for replacement of the operator's hardcoded email with the support@chekak.store placeholder and the explicit mention in Section 11.4 that systematic use of payment instruments inconsistent with the declared country of tax residency is a basis for temporary suspension pending verification.)

12. Changes to These Terms

12.1. The Contractor may amend these Billing Terms.

12.2. **The current revision (1.0)** enters into force from the moment of its first publication at <https://chekak.store/legal/billing-terms> and applies to all Users regardless of registration date.

12.3. **Subsequent revisions** enter into force 14 (fourteen) calendar days after publication. Users are notified by email of material changes (subscription prices, auto-renewal terms, refund policy, chargeback regime, or available payment methods) no later than 14 days before the effective date.

12.4. Within the 14-day period the User may review the new revision and, if disagreeing, opt out of auto-renewal and/or cease use of paid features. **Continued use of paid features after the 14-day period constitutes consent to the new revision.**

12.5. The current and previous revisions are always accessible at the said page.

13. Contractor Details

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