MC PAY USER AGREEMENT

Last updated **19/05/2026**

This User Agreement (the "Agreement") creates a legally binding contract between you and Mediacube in relation to your use of MC Pay. The Agreement applies to all users.

Before using MC Pay, please read this Agreement. Any use of MC Pay program by you means full and unconditional acceptance of all the terms of this Agreement.

If you do not agree with any provision of this Agreement, you have no right to use MC Pay for any purpose.

1. Definitions

Additional services are the functionality of MC Pay provided to the User.

Administration Fee means a reasonable monthly service fee charged by Mediacube for maintaining, servicing and administering an Inactive Account, including (without limitation) accounting and record-keeping of Profile Funds, data storage, maintaining access to the Personal Account, infrastructure costs, compliance procedures, and operational support.

The Administration Fee constitutes consideration for ongoing administrative services and shall not be deemed a penalty.

Application – a request to connect the YouTube Channel and/or Services provided within MC Pay.

Content – the result of intellectual activity – objects of copyright and/or related rights: audiovisual works, phonograms, musical works, and other materials, as well as fragments of any works and materials located on the Platform, and/or specified in the Personal Account, the Rights to which are granted by the User to Mediacube on the terms of the Agreement or License agreement.

Inactive Account shall mean a User Personal account that satisfies the criteria specified in clause 9.1.2 of this Agreement.

Expresses are funds reflected in the User's Balance Sheet, calculated on the basis of Income, which the User has the right to request as payment from Mediacube against future accruals of Profile Funds.

Income (also Profile Funds) are the User's remuneration under contracts between Mediacube and the User, which is credited by Mediacube to the User's account in MC Pay and upon User's request is paid using Payment systems to the User's details specified in the Personal Account.

Login is an email address that the User chooses independently and specifies when registering with MC Pay, through which the User will log in to the Personal Account.

MC Pay is a service owned by Mediacube, located at https://mcpay.io, and the App published at App Store and Play Market, which is an authentication and identification system.

Mediacube – MEDIACUBE WORLDWIDE LTD, a legal entity created and functioning in accordance with the laws of the Republic of Cyprus, registered under the number HE 401840, at Makariou III, 134, ground floor, 3021, Limassol, Cyprus, Copyright Holder of MC Pay.

Password is a keyword or a set of characters intended to confirm identity or authority.

Payment systems are third party providers of Mediacube through which Mediacube pays funds to the User.

Platform – a software and hardware complex designed for storing, reproducing, distributing Content, placing advertisements in it, and collecting statistical information, as well as providing the ability to use the Content, copyright to which is held by a third party, Google Inc and.or its affiliates. The Platform (YouTube) Terms of Service can be found at http://www.youtube.com/t/terms. Guidelines for Fair Use of Content are available at https://www.youtube.com/intl/ru/yt/about/copyright/fair-use.

Profile is a personal page of a registered User in MC Pay.

Personal account is a website, access to which is provided by Mediacube to the Users, through which they add their accounts on social media and (or) other services, manage the Balance, Funds and Expresses of the profile, view the profile information and manage it.

Profile Balance is the total summary information of the Profile Funds and Expresses payable to the User by Mediacube and reflected in the Personal account.

Rate is (commission) expenses of Mediacube for the purchase (or conversion) of US dollars into another currency requested by the User in order to pay Income.

Registration – a set of actions of the User in accordance, including the provision of Credentials and other information, performed by the User using a special form of the user interface in order to form a User Profile.

Transactions are operations performed in MC Pay, which include: operations for crediting funds to the User; operations for adjusting, debiting Expresses (if applicable).

Transfer is an operation for debiting the User's funds from his Balance and crediting them to the Balance of another User in accordance with the rules specified in Section 8 of this Agreement.

User is you, as an individual or a legal entity, registered in MC Pay.

2. Warning

PLEASE READ THIS AGREEMENT CAREFULLY. BY REGISTERING, ACCESSING, VIEWING INFORMATION, DOWNLOADING OR UPLOADING CONTENT, OR USING MC PAY, YOU

a) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPTED THE TERMS OF THIS AGREEMENT, AND

b) YOU HEREBY CONFIRM THAT YOUR AGE IS SUFFICIENT FOR SUCH REGISTRATION IN ACCORDANCE WITH APPLICABLE LAW AND/OR THAT YOU HAVE ALL THE NECESSARY CONSENTS (FOR EXAMPLE, PARENTAL CONSENT) IN FULL COMPLIANCE WITH APPLICABLE LAW, INCLUDING CONSENT FOR THE PURPOSES OF INFORMATION PROTECTION LEGISLATION, OTHERWISE REGISTRATION WITH MC PAY AND ITS USE ARE PROHIBITED.

IF, IN ACCORDANCE WITH THE LEGISLATION OF YOUR COUNTRY, YOU ARE PROHIBITED FROM USING MC PAY, OR PARTS THEREOF, OR IF THERE ARE OTHER LEGAL RESTRICTIONS, YOU DO NOT HAVE THE RIGHT TO USE MC PAY. IN THIS CASE, YOU WILL BE SOLELY RESPONSIBLE FOR THE USE OF MC PAY OR ON THIS PART TERRITORY OF YOUR STATE IN VIOLATION OF APPLICABLE LAW.

3. General provisions

3.1. This Agreement is a legally binding agreement between the User and Mediacube governing your access and use of MC Pay.

3.2. To use MC Pay, the User must unconditionally (in full, without exceptions and/or additions) accept the terms of the Agreement. Starting to use MC Pay, the User is considered to have accepted the terms of the Agreement in full, without reservations or exceptions.

3.3. The collection and use of personal data carried out by Mediacube in connection with your access and use of MC Pay is described in the Privacy Policy located at https://mcpay.io/api/documents/privacy?lang=en.

3.4. The following actions are available to the User in MC Pay:

a) to create a single account for authentication on a variety of online resources, including using single sign-on technology, when using which the User moves from one section of the portal to another without re-authentication;

b) to connect a YouTube channel and become part of Mediacube partner network, grant Mediacube the rights to use content in order to monetize it.

c) to manage the remuneration from Mediacube, to which the User is entitled under contracts between Mediacube and the User, incl. transfer the right to receive such funds to other users of MC Pay.

d) to access Mediacube's services.

e) to access the services of Mediacube partners by logging in to MC Pay.

3.5. The Agreement, as well as the documents referred to by the Agreement, may be amended by Mediacube unilaterally. The new version of the Agreement, as well as the documents referred to by the Agreement, shall enter into force from the moment it is posted on the Internet unless otherwise provided by the new version of the Agreement and/or the documents referred to by the Agreement. The current version of the Agreement is always available on the page at https://mcpay.io/api/documents/agreement?lang=en.

3.6. If Mediacube makes any changes to the Agreement and/or documents referred to by the Agreement, with which the User does not agree, the User is obliged to stop using MC Pay. In any case, the User performing actions aimed at using MC Pay after the entry into force of the new version of the Agreement and/or the documents referred to by the Agreement is a confirmation of the User's consent to the new version of the Agreement and the documents referred to by it.

3.7. The User confirms that they have the legal authority to accept the Agreement, the persons who have accepted the terms of the Agreement have all the rights to perform the legal actions specified in it in accordance with the legislation of the Republic of Cyprus.

3.8. The data on the User's Income is reflected on the basis of the data provided by YouTube, the affiliate program, as well as the operations performed to enroll and/or dispose of the User's Income are made in MC Pay.

3.9. The User acknowledges and agrees that Mediacube is not obliged to view and in any way check the Content posted by the User in their Profile, including for compliance with applicable law, including legislation on copyright and related rights.

4. User Registration

4.1. To access MC Pay the User fills out the registration form: goes through the registration procedure by creating a Personal Account. All Mediacube messages, including the first notification message about the completion of the registration procedure, are sent to the User at the email address that they specified in the "Login" field when registering his Personal Account. The login is unique and cannot be changed in the future.

4.2. If the use of additional MC Pay features offered by Mediacube in MC Pay service requires an additional Application and (or) clarification of User data, and (or) addition of User data, then such additional features are provided to the User only after Mediacube receives such an application.

4.3. After registration, the User provides reliable Personal Data and payment details for Profile Funds payment to the bank/ payment requisites as directed by the User through the functionality of MC Pay.

4.4. In order to comply with Google's policy (https://support.google.com/adsense/answer/6167308?hl=en&sjid=9452330807234990155-EU), Mediacube do not make payments to the following regions:

Crimea;

Cuba;

the so-called Donetsk People's Republic (DPR) and Luhansk People's Republic (LPR);

Iran;

North KOREA;

Syria.

In case of a discrepancy between the list in the referred terms and this paragraph, the referred terms take precedence.

Registration for Users from the above regions is unavailable. In the case of using a VPN, Mediacube is not responsible for any Transactions and payment of Income. If necessary, payments to such a region, Mediacube undertakes to pay all Income, after which it reserves the right to disconnect the User from MC Pay.

4.5. Registration and authorization via social networks is also available to the User. When choosing this method, the login to MC Pay will be carried out using the login and password of the corresponding social network. The User agrees to receive, store and process Mediacube's personal data from such networks.

4.6. The User guarantees that they are of legal age sufficient to enter into this Agreement and they do abide by all applicable laws and regulations concerning age restrictions, including but not limited to the legislation of their country of residence. This guarantee is a sufficient prerequisite for Mediacube to enter into this Agreement.

5. Using MC Pay

5.1. To use MC Pay, the User:

5.1.1. Undergoes the procedure of registering a Personal account.

5.1.2. In order to resolve disagreements or obtain advice regarding the Services provided by Mediacube, the User shall contact the Information and Technical Support Service using the means of communication and contact information specified in this Agreement.

5.2. The User undertakes to:

5.2.1. comply with the terms of this Agreement.

5.2.2. independently (personally) look through the terms of this Agreement, as well as monitor all changes and (or) additions to it. The User confirms their understanding of all the provisions of the Agreement If any provision of the Agreement is not clear to the User, the User is obliged to request clarification of the terms of this Agreement from the responsible Mediacube employees in the technical and information support service before accepting the Agreement.

5.2.3. independently bear the risks of possible adverse consequences for them in case of loss and (or) disclosure of his Password by the User.

5.3. Restriction of User rights

5.3.1. The User is expressly prohibited from decompiling, disassembling, and otherwise studying the source code of MC Pay.

5.3.2. The User is expressly prohibited from selling, renting, leasing for temporary use, using MC Pay in any other way and in a manner other than the method of use stipulated in this Agreement.

5.3.3. The User is expressly prohibited from modifying MC Pay.

5.3.4. The User is expressly prohibited from transferring the User Name and (or) Password to the Personal Account to third parties, as well as to make the Personal Account accessible to any third parties in any other way.

5.4. By agreeing to the terms of this Agreement and accepting the terms of this Agreement, the User hereby assures Mediacube and guarantees Mediacube that:

a) The User complies with and will comply with all applicable laws, legislative acts, orders, and regulations and all relevant data privacy and security laws when performing the actions specified in this Agreement;

b) The User provided reliable personal and payment data when registering with MC Pay.

5.5. Along with providing access to MC Pay to User, Mediacube reserves the right to

5.5.1. deny any User access to MC Pay and block access to the User's Personal Account in the following cases:

a) if the authentication and (or) authorization of the User has not been carried out, or Mediacube has reason to believe that the authentication and (or) authorization of the User has been carried out with violations;

b) if there are technical problems with Mediacube;

c) if the User's actions violate this Agreement;

d) if the User's actions cause property damage or damage to Mediacube business reputation.

5.5.2. make changes to the terms of the Agreement at any time and wholly at its sole discretion.

5.5.3. suspend the operation of MC Pay or hardware upon detection of malfunctions, errors, and failures, as well as for the purpose of preventive maintenance and prevention of unauthorized access at any time at its sole discretion and (or) during the occurrence of such a need for an unlimited time.

5.5.4. use the services of Third Parties to fulfill their obligations under this Agreement, without incurring liability to the User using such services.

5.5.5. disclose information about the User only in accordance with the legislation of the country of registration of Mediacube.

5.5.6. expand, modify, shorten, edit and refine the functionality of MC Pay service.

5.5.7. Withhold the User's remuneration if:

a) the User owes Mediacube any amounts - to the extent that the User owes such amounts in accordance with the Agreement;

b) User performs any fraudulent actions with Content or on the YouTube platform that led to an increase in the number of views and rewards, as well as other actions that violate the terms of use of YouTube, including, but not limited to violations of the terms of use of YouTube, copyright infringement;

c) The Profile is disconnected from Mediacube partner network and MC Pay service before the expiration date of the License Agreement between the User and Mediacube;

d) Channel demonetization (in a situation where a YouTube channel is automatically disconnected from an affiliate program when YouTube decides to disable monetization for certain violations);

e) Blocking the User's YouTube channel;

f) Violations of the terms of the Agreement.

5.5.8. recognize the User's Personal account as an Inactive Account in accordance with clause 9.1. of this Agreement and apply an Administration Fee in the manner and on the terms set out therein.

5.5.9. in the event of prolonged inactivity of the User's Personal account with no connected YouTube channels for a period exceeding two (2) years, in accordance with clause 9.2. of this Agreement:

a) recognize the Profile Funds as unclaimed;

b) retain such Profile Funds in accordance with clause 9.2 of this Agreement; and

c) disconnect the User from MC Pay and close the User's Personal account.

5.6. Mediacube publishes official messages related to User service and (or) modification (addition) of legally important information on the MC Pay website.

5.7. Mediacube does not use the User's personal and payment data obtained during registration for any selfish purposes and guarantees non-disclosure of this data, except in cases where disclosure of such information is Mediacube responsibility by virtue of the legislation of the country of registration of Mediacube.

6. Payments

6.1. After registration, the User in the Personal Account with the help of the Profile Balance gets access to tracking the amounts of funds), which is subsequently paid to the User's payment details specified in the User's Personal Account. Specifying payment details of third parties is prohibited and constitutes a violation of this Agreement.

6.2. For the purposes of funds payment, the User uses one of the proposed Payment Systems. The User confirms that they are familiar with the rules of use of the Payment System chosen by them. The rules for using the Payment System are posted on the official web pages of the corresponding Payment System.

6.3. When using Payment Systems, the User agrees to all the terms and conditions of the relevant systems accessible in MC Pay.

6.4. All expenses related to bank transfer (bank fees for transfer, conversion, etc.), as well as expenses incurred by Mediacube as a result of making a transfer using electronic payment systems, fees, taxes are deducted from the User's Income. All taxes established by the legislation of User registration are paid by the User in the state of his registration independently. Information about the commissions of banks and Payment systems, which can be deducted from the User's Income, is reflected in MC Pay when choosing a particular Payment System or another method of Income payment.

6.5. Income is formed within 5 (five) business days after funds are credited by the Platform, other platforms, and (or) third parties to Mediacube. Funds are credited to the User's Personal Account automatically based on income reports.

6.6. Mediacube has the right to withhold part of the User's Income in cases of providing Additional Services in the amount and in the manner determined by the agreement of the parties.

6.7. If the User deletes the Personal Account or during the period provided to the User to restore the Personal Account, the funds owed to the User from the Platforms and (or) third parties have not been withdrawn, Mediacube, at the request of the User, pays the remainder of the Income within 30 (thirty) calendar days to the User's requisites specified in the request or last available requisites.

6.8. If the User has declined Mediacube services, then at the request of the User, Mediacube pays the amount of Income accumulated on the User's account in MC Pay.

6.9. The User's income is credited and displayed in MC Pay in US dollars.

6.10. The User has the right to request payment of Income in another currency or in another way, taking into account the functionality of MC Pay. Payments in currencies other than US dollars available in MC Pay are made at the Rate, which is brought to the attention of the User at the time of choosing the appropriate method or currency. The User agrees that the Rate is set by Mediacube independently.

6.11. The payment of Income to the User is made by clicking the button in the Personal Account called "Withdraw" within 10 (ten) banking days. When crediting funds to the User through Express, Mediacube has the right to charge an additional commission. The User is entitled to request the payment of Income only within the applicable claim periods set out in this Agreement.

6.12. Expresses are generated no later than 3 days from the date of accrual of Income to the User.

6.13. For security purposes, the User agrees that the payment of Income will not be carried out without passing the KYC procedure in MC Pay.

6.14. The User agrees that the Income may be paid to him by a third party engaged by Mediacube.

7. Connecting a YouTube channel

7.1. After completing registration, the User gets access to the Personal Account, where they track the amount of Income, which is subsequently paid through MC Pay, and also view the Connected channels.

7.2. If the provision of any Additional Services offered by Mediacube in MC Pay requires an additional Application and (or) clarification of the User's data, and (or) supplementing the User's data, and (or) clarifying the composition of such Additional Services and the conclusion of additional agreements between the User and Mediacube (agreements, conditions, rules, etc.), then such Additional Services are provided to the User only after Mediacube receives such an Application.

7.3. To Connect a channel, the User needs to click "Connect". During the connection process, the User will be asked to accept the terms of the license agreement for the transfer of rights to the Content, which are necessary to pay the Income to the User.

7.4. The User may have access to a system of tariffs in their Personal Account, according to which the Income will be credited to MC Pay. The User is considered to have accepted the terms of the tariff at the time of their choice in the Personal Account.

7.5. When crediting funds to the User at one of the tariffs, Mediacube has the right to charge interest for its services in the amount approved by Mediacube unilaterally. Unilaterally approved tariffs by Mediacube are posted at https://mcpay.io/home/account.

7.6. Mediacube reports that MC Pay is using the YouTube API Service. Considering this, when using MC Pay, the User accepts the YouTube terms of use located at https://www.youtube.com/t/terms and also consents to the collection, use, and storage of their personal data in accordance with the Google Privacy Policy located at http://www.google.com/policies/privacy. The User has the right to revoke their consent to the collection, use, and storage of their personal data at any time by clicking on the link https://security.google.com/settings/security/permissions.

7.7. If the User's channel does not meet the requirements for connecting to the partner network, the User still has the right to send an Application. In this case, the User will be assigned the "Participant" status. Mediacube has the right to connect the User's channel with the "Participant" status at its discretion.

7.8. In the case specified in clause 7.7, the User agrees that if their channel is connected, they are familiar with the terms of the license agreement located at https://mcpay.io/en/help-center/mediacube/license-agreement The User fully accepts the terms of such an agreement and reserves the right to terminate it in case of disagreement with any of its provisions within 3 days from the date of connection of the channel. The current version of such an agreement will be posted in the User's Personal Account.

7.9. The User agrees that the analytical data on the revenue of the User's YouTube channel are supplied by YouTube and are approximate. The amount of the User's remuneration calculated using such analytical data may differ from the amount actually accrued in MC Pay. The amount of the User's remuneration directly depends on the amounts that will be transferred by Google to Mediacube. If Google does not transfer the remuneration to Mediacube, Mediacube is not obliged to pay such non-transferred remuneration to the User and is not responsible for the payment of remuneration to the User in this case.

7.10. The User acknowledges and agrees that due to reporting delays, reconciliation processes, and settlement cycles applied by YouTube and/or Google, Income attributable to User's YouTube channel may continue to be received by Mediacube after the moment such channel is disconnected from the User's Personal account.

Where a YouTube channel has been disconnected from the Personal account for a continuous period of sixty (60) calendar days or more, all Income attributable to such channel and received by Mediacube after expiration of such 60-day period shall be retained by Mediacube. For the avoidance of doubt, this provision shall also apply to any YouTube channel that had already been disconnected from the Personal account for a continuous period of sixty (60) calendar days or more as of the effective date of this version of the Agreement.

The User expressly agrees that:

(a) such retained amounts shall not be subject to payment obligations to the User;

(b) such amounts arise due to technical and settlement delays inherent in third-party reporting systems (including YouTube/Google);

(c) Mediacube is entitled to treat such amounts as compensation for ongoing infrastructure, reconciliation, accounting and administrative services; and

(d) to the maximum extent permitted by applicable law, the User irrevocably waives and releases any and all present and future claims, rights, and demands against Mediacube in relation to such retained amounts, including any claim for payment, restitution, unjust enrichment, or equivalent legal grounds.

For avoidance of doubt, this provision applies independently from Section 9 (Inactive Accounts and Unclaimed Funds) and governs channel-level post-disconnection settlement treatment, whereas Section 9 governs account-level inactivity and unclaimed balances.

8. Rules for making Transfers

8.1. This section defines the conditions for making Transfers when using MC Pay service.

8.2. Mediacube provides Users with the ability to make Transfers if the User meets all of the following conditions:

8.2.1. The user for the purpose of this section 8 means a private person;

8.2.2. The User has passed the verification process;

8.2.3. The user has activated two-step authentication.

Further, in this section (Section 8 of the Agreement), Users will be understood only as Users who meet the conditions specified in paragraphs 8.2.1 – 8.2.3 of the Agreement.

8.3. The User has the right to make Transfers only to users who comply with clause 8.2.1 – 8.2.3 of the Agreement. If the User complies with clause 8.2.1 and does not comply with clause 8.2.2. and (or) 8.2.3, they have the right to provide information and perform actions necessary to comply with clause 8.2.2. and (or) 8.2.3.

8.4. To make a Transfer, the User must:

8.4.1. Click on the "Transfer" button located in the Balance card in the system MC Pay;

8.4.2. Enter the ID of the user to whom they want to make a Transfer;

8.4.3. Specify the Transfer amount;

8.4.4. Pass additional authentication.

8.5. To make a Transfer, the User is obliged to perform the actions specified in clause 8.4 of the Agreement in the order (sequence) specified in clause 8.4 of the Agreement. The User can also generate a link for Transfer, and send it to another user who needs to make the Transfer.

8.6. The User agrees that Mediacube is not responsible for the amount of the Transfer, the User's mistakes when performing the actions specified in clause 8.4 of the Agreement.

8.7. The User looks through and agrees that Mediacube does not cancel the Transfer (refund of funds transferred by the User), regardless of the reasons for the erroneous (incorrect) transfer, as well as the reasons why the User expressed a desire to cancel the Transfer.

8.8. In addition to what is specified in this section, the User has the right to request a Transfer to any other User if such User provides confirmation of the rights to the Transfer amount of another User.

8.9. Mediacube is not responsible to Users for confirming with Banks and Tax authorities the purpose of the payment and other issues on the User's side related to the payment of the Profile Balance. This entails that the User bears these responsibilities, as well as the User is obliged to cooperate with Mediacube (to provide documents and/ or information) for making transfers through Payment Systems as requested by Mediacube.

8.10. The User acknowledges that the Transfer is a User's order to Mediacube to fulfill a monetary obligation (due by Mediacube to the transferring User) to a third party (another User).

9. Inactive Personal account

(this Section enters into force on 1 June 2026 (the "**Effective Date**" for the purposes of this Section))

9.1. Inactive Accounts

9.1.1. A Personal Account may be designated by Mediacube as an Inactive Account if it meets the criteria set out in the definition of Inactive Account.

9.1.2. An "Inactive Account" means a User Personal account which:

(a) has not been accessed by the User (including no login to the Personal account) for a continuous period of at least twelve (12) months; and

(b) has no YouTube channels connected to it at the relevant time.

9.1.3. Where a Personal account meets the criteria for an Inactive Account, Mediacube shall notify the User by email and/or via the Personal account that:

(a) the Account is eligible to be designated as an Inactive Account;

(b) Profile Funds remain available for withdrawal; and

(c) the Administration Fee may be applied if the User does not resume activity within the applicable period.

9.1.4. The User is granted thirty (30) calendar days from the date of such notification (unless a different period is specified in the notification) to resume activity.

For the purposes of this clause, "resume activity" means:

a) logging into the Personal account; or

b) submitting an Application or initiating a withdrawal request.

9.1.5. If the User does not resume activity within the applicable period, Mediacube may designate the Personal account as an Inactive Account and apply the Administration Fee in accordance with this Agreement.

9.1.6. The User acknowledges and agrees that:

a) Profile Funds represent a ledger reflecting Mediacube's payment obligations to the User and do not constitute a bank deposit, electronic money, or safeguarded client funds;

b) Mediacube provides ongoing administrative, accounting, and operational services in relation to Profile Funds; and

c) continued maintenance of an inactive balance constitutes a paid administrative service under this Agreement.

9.1.7. The Administration Fee:

a) is charged on a monthly basis;

b) shall not exceed fifty (50) US dollars per month or the equivalent amount in the currency of the User's Profile Funds, as reasonably determined by Mediacube using a commercially reasonable exchange rate; and

c) shall in no event exceed the amount of Profile Funds available on the User's Profile Balance at the time of deduction.

9.1.8. Administration Fees are deducted from Profile Funds on a monthly basis until the Profile Funds are reduced to zero (0).

9.1.9. Upon reduction of Profile Funds to zero (0), Mediacube may disconnect the User from MC Pay and close the User's Personal account without further liability.

9.2. Long-term Inactive Accounts and unclaimed Profile Funds

9.2.1. If a User's Account:

a) has no connected YouTube channels; and

b) has not been accessed for a continuous period of at least two (2) years,

Mediacube may notify the User that the Profile Funds may be treated as potentially unclaimed.

9.2.2. Such notification shall grant the User at least ninety (90) calendar days from the date of notification, unless a different period is specified in the notification, to access the Personal account and request the payment of Profile Funds.

9.2.3. If the User does not access the Personal account or request payment within the applicable final claim period:

a) Mediacube's obligation to pay the corresponding Profile Funds shall automatically and irrevocably lapse; and

b) the User shall be deemed to have irrevocably waived any and all rights, claims, or entitlements in respect of such amounts.

9.2.4. Following the lapse of Mediacube's obligation under clause 9.2.3, Mediacube may derecognize the corresponding amounts from its liability records in accordance with applicable accounting standards.

9.2.5. Amounts derecognized under this clause 9.2 may be recorded by Mediacube as income and included in its general operating revenues in accordance with applicable accounting principles.

9.2.6. Nothing in this Agreement shall be construed as creating a trust, fiduciary relationship, or safekeeping obligation in respect of Profile Funds.

9.2.7. The provisions of this clause 9.2 shall apply to the maximum extent permitted by applicable law, including any mandatory rules relating to unclaimed property, dormant accounts, or similar regimes.

9.3. Transition and Application Rules

9.3.1. On the Effective Date Mediacube may identify Personal accounts that already meet the criteria of an Inactive Account under clause 9.1.2. Such Accounts shall be subject to the provisions of clause 9.1, and the notification and grace period under clause 9.1.4 shall commence on the date of notification issued by Mediacube.

9.3.2. Notwithstanding clause 9.3.1, where on the Effective Date a Personal account already meets the criteria set out in clause 9.2.1 (including continuous inactivity of at least two (2) years and no connected YouTube channels), such Account shall be subject directly to the provisions of clause 9.2. The final claim period under clause 9.2.2 shall commence on the date of notification issued by Mediacube.

9.3.3. For the avoidance of doubt, the Administration Fee shall not apply in respect of any period prior to:

a) the expiry of the applicable grace period under clause 9.1.4; or

b) where clause 9.2 applies, the expiry of the final claim period under clause 9.2.2.

9.3.4. For the avoidance of doubt, the designation of a Personal account as an Inactive Account or the identification of Profile Funds as potentially unclaimed shall only take effect following issuance of the relevant notification by Mediacube, and shall not have retroactive effect prior to such notification.

9.3.5. In the event of any overlap between clauses 9.1 and 9.2, clause 9.2 shall prevail where the conditions of clause 9.2.1 are met as of the Effective Date.

9.3.6. For the avoidance of doubt, clause 9.2 constitutes a separate long-term unclaimed funds regime and may apply following the application of Administration Fees under clause 9.1, provided that the conditions of clause 9.2.1 continue to be satisfied.

10. Assurances and Guarantees

10.1. If the YouTube channel is connected, the User, by agreeing to the terms of the Agreement, assures Mediacube and guarantees that:

1. the User will not engage in illegal or fraudulent activities;

2. the User has all the rights and powers to accept the Agreement;

3. the User complies and will comply with the applicable laws;

4. the User specified reliable personal and payment data at registration;

5. the User voluntarily accepts the terms of the Agreement in full.

10.2. MC Pay is provided "as is" and Mediacube makes no warranties or representations.

10.3. In particular, Mediacube does not guarantee that:

1. the use of MC Pay will meet the needs of the User,

2. the use of MC Pay will be uninterrupted, timely, secure, or error-free,

3. defects in operation or functionality of any software provided to the User within MC Pay will be corrected.

10.4. MC Pay is not subject to terms, warranties, or other terms (including any implied terms of satisfactory quality, suitability for the intended use, or matching the description) unless expressly set forth in the Agreement.

11. Technical support

11.1. Mediacube provides free technical and informational support by email specified in MC Pay, or through other available functionalities within MC Pay at the appropriate time. The User can send his request via the form in MC Pay. Mediacube will make every effort to provide a qualified and effective response to every User request.

11.2. Technical support email address: support@mcpay.io.

12. License

12.1. By installing MC Pay on your mobile device or using MC Pay in any way, the User expresses his full and unconditional consent to all the terms of this Agreement.

12.2. The use of MC Pay by the User under the terms of this Agreement is free of charge. The use of MC Pay on terms and in ways not provided for by this Agreement is possible only on the basis of a separate agreement with Mediacube.

12.3. MC Pay contains copyrighted materials, trademarks and other legally protected materials, including, but not limited to: texts, photos, graphic images.

12.4. Mediacube grants the User, and the User accepts a personal non-exclusive non-commercial limited license to use MC Pay without the right to transfer MC Pay to third parties. Mediacube grants the User the right to use the Program in the following ways:

12.4.1. To use MC Pay for its direct functional purpose, in order to copy it and install (reproduce) it on the User's mobile device(s) and/ or to use it through the web. The User has the right to install MC Pay on an unlimited number of mobile devices owned by the User.

12.4.2. To distribute MC Pay free of charge for non-commercial purposes by bringing information about it to an indefinite circle of persons without the right of subsequent transmission.

12.5. Mediacube is not obliged to provide support, maintenance, updates, modifications and new versions of MC Pay. Mediacube may from time to time issue updates for MC Pay and automatically, by electronic communication, update its version installed on the User's mobile device. By accepting this Agreement, the User agrees to such automatic updates, and also accepts that the terms and conditions of this Agreement will be valid for these updates.

12.6. The right to use MC Pay after User registration is non-transferable. The User is fully responsible for the actions of transferring MC Pay by third parties, as well as for the damage caused to MC Pay and/or Mediacube caused by third parties as a result of such transfer.

12.7. MC Pay is provided without quality assurance, does not imply any guarantees, express or implied. Mediacube does not guarantee that MC Pay will meet the User's requirements, as well as that its operation will be uninterrupted and error-free. Mediacube is not responsible for the accuracy, completeness, applicability or reliability of the results obtained during the use of MC Pay or any data and information downloaded or otherwise obtained through the use of MC Pay. The User assumes the responsibility to upload, otherwise receive information through MC Pay at his own risk and at his own discretion, while no claims can be made against Mediacube regarding damage received by the User or in relation to the User's property.

12.8. The use of MC Pay by the User is possible only if there is access to the Internet. The user independently receives and pays for such access on the terms and at the rates of their telecom operator or Internet access provider.

12.9. The provisions specified in this section apply equally to the web and mobile versions of MC Pay, which the User can install on his device through:

App Store - https://www.apple.com/app-store/

Google Play - https://play.google.com/store

13. Liability

13.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

a) IN ANY CASE, MEDIACUBE IS NOT RESPONSIBLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOST PROFITS OR LOSS OF DATA, AS A RESULT OF AN OFFENSE (INCLUDING NEGLIGENCE) OR ON OTHER GROUNDS THAT ARISE AS A RESULT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE MC Pay, INCLUDING, BUT NOT LIMITED TO, ANY LOSSES CAUSED BY OR ARISING FROM THE USE BY THE USER OF ANY INFORMATION RECEIVED FROM MEDIACUBE, OR ARISING FROM ERRORS, ACTS OF INACTION, DELAYS, DELETION OF FILES OR EMAILS, ERRORS, DEFICIENCIES, VIRUSES, DELAYS IN FUNCTIONING OR TRANSMISSION OR DETERIORATION OF CHARACTERISTICS, REGARDLESS OF WHETHER THEY ARE CAUSED BY NATURAL DISASTERS, FAILURE OF COMMUNICATION SYSTEMS, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO DOCUMENTS, PROGRAMS OR MEDIACUBE SERVICES; AND

b) IN ANY CASE, THE TOTAL LIABILITY OF MEDIACUBE UNDER THE AGREEMENT, WARRANTY, AS A RESULT OF AN OFFENSE (INCLUDING NEGLIGENCE EXPRESSED IN ACTION OR OMISSION, OR IMPUTED NEGLIGENCE), UNCONDITIONAL LIABILITY OR OTHER LIABILITY THAT ARISES AS A RESULT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE MC Pay, DOES NOT EXCEED THE AMOUNT OF $100.

13.2. The User agrees to indemnify, defend and release Mediacube from liability in respect of any claims, losses, damages, obligations, including legal support costs, that arise as a result of violations by the User (for example, violation of the rights of any third party, violation of the Agreement or any other applicable agreements regarding the use of MC Pay or violation of representations and warranties made by you under this document. Mediacube reserves the right to exercise, at the User's expense, the exclusive protection, and control of any claim for which compensation is required for Mediacube, and the User agrees to cooperate with Mediacube in the protection of such claims. Mediacube will use all reasonable efforts to inform you of any such claim, action, or proceeding that it becomes aware of.

13.3. Mediacube is not responsible for any damage to the User's or other person's electronic devices, mobile devices, any other hardware or software caused by or related to the use of MC Pay.

13.4. The User bears all possible risks of adverse consequences in case of entering false personal data, deliberately false information, personal data of third parties into the Profile, including, but not limited to, the risks associated with bringing Mediacube and (or) third parties to responsibility. In case of initiation of proceedings in accordance with the procedure established by law as a result of illegal actions by the User, the presence of justified claims of third parties, Mediacube has the right to disclose the User's personal data, and the User undertakes to act on the side of the debtor, the defendant, the person against whom the process is being conducted.

14. Other conditions

14.1. This Agreement is governed by and interpreted in accordance with the laws of the Republic of Cyprus. All disputes arising in connection with this Agreement are subject to mandatory pre-trial settlement by the Parties, and in case of failure to reach an agreement within the framework of pre-trial settlement of the dispute - in a court having jurisdiction at the location of Mediacube.

14.2. All questions and claims related to the Agreement should be sent to the email address: support@mcpay.io.

14.3. The invalidity of one of the clauses of the Agreement does not entail the invalidity of the entire Agreement.

14.4. Mediacube grants the User a full, worldwide, and non-exclusive license to use MC Pay without the right to transfer the rights to such use to third parties.

14.5. The User recognizes the legal force of the texts of documents received by e-mail as well as documents executed in simple written form on paper or signed via tools of electronic signatures such as AdobeSign, DocuSign, etc.. Any documents that were sent using e-mail have full legal force only if these documents are sent to the User's e-mail address specified as the Login during registration. Mediacube assumes no responsibility if the User specifies an incorrect email address.

Date of accession: 15.11.2026