

# Terms of Service

Latest update: Feb 27, 2024

**IMPORTANT: PLEASE READ CAREFULLY THE FOLLOWING TERMS OF SERVICE. YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO ALL OF THESE TERMS IF YOU HAVE CREATED OR USED A MyeWire ACCOUNT OR HAVE TICKED THE ACKNOWLEDGEMENT BOX AS PART OF THE ONLINE REGISTRATION FORM WITH RESPECT TO THE USE OF MyeWire SERVICES.**

## 1. THESE TERMS AS A FRAMEWORK AGREEMENT

1.1. These Terms constitute a framework agreement (“Agreement”) between You (referred to in these Terms as “User”, “you” or “your”), being the business or the individual, which has agreed to these Terms and MyeWire (referred to in these Terms as “MyeWire”, “we”, “us” or “our”), a brand operating under Paywiser Ltd, an electronic money institution authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (FRN 901086) for the issuing of electronic money (e-money) and providing payment services.

1.2. These Terms (together with the Additional Terms referred to it below) are the general terms and conditions on which we provide our Services to you.

1.3. Before you can benefit from our Services, you are required to:

Read these Terms (including the Additional Terms referred to below) carefully;

Tick the box provided in the online registration form of our Website to confirm the accuracy of the information provided and your agreement with these Terms. By ticking the “I Accept” box, which you hereby adopt as your electronic signature, you consent and agree to the terms and conditions in this Agreement, and therefore the electronic document of the Agreement is deemed as duly signed by you;

Verify the email address and mobile phone number as indicated and provide us with such documentation, photographs, and other supporting information as we reasonably request to comply with our ongoing regulatory obligations.

If you are a “Business” user, you must also confirm that you have provided the correct information during the online registration process and that the person(s) you have selected as MyeWire User(s) are fully authorized to act on your behalf in accordance with these Terms. You undertake that, if any of your details previously submitted to us change, you will notify us immediately. You shall bear any losses that occur due to the submission of invalid, incorrect, or inaccurate information and the actions of MyeWire User(s) and you absolve MyeWire from all liabilities that may result from such information.

1.4. If you wish to make use of services provided by an Authorised Third Party Provider on your MyeWire Account, you may do so provided that you have signed up to use the MyeWire Platform and your MyeWire Account is active. We advise that before using an Authorised Third Party Provider, you ensure that the Authorised Third Party Provider is authorised by a Regulator to provide their services. In the UK, the Financial Conduct Authority's register (available at <https://register.fca.org.uk/>) will tell you whether a company is authorised. You must provide your explicit consent or share your MyeWire Platform credentials with the Authorised Third Party Provider each time access to your MyeWire Account is required for them to provide you with their services. You should always consider the implications of sharing your MyeWire Platform credentials and your personal information.

1.5. If an Authorised Third Party Provider requests access to your MyeWire Account to provide you with their services using your MyeWire Platform credentials, we will assume that you have given consent to do so. Please note we are obliged to provide access to your MyeWire Account if it is requested by an Authorised third-party provider and can only refuse access in certain circumstances.

1.6. If you do not wish to use services provided by an Authorised Third Party Provider on your MyeWire Account, you simply refuse to provide your consent or refuse to share your MyeWire Platform credentials with an Authorised Third Party Provider.

1.7. Once you have completed the above and you have passed our internal checks, we shall make our Services available to you.

1.8. By using our services, you confirm that you accept and agree to these Terms (including the Additional Terms referred to below).

## 2. ADDITIONAL TERMS

2.1. These Terms refer to the following additional documents, which also apply to your use of our Services:

- Website Terms, which set out the rules for using our website.
- Acceptable Use Policy, which sets out the permitted uses and prohibited uses of our website and services. When using our website and services, you must comply with this Acceptable Use Policy.
- Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our website, you consent to such processing and you warrant that all data provided by you is accurate.
- Cookie Policy, which sets out information about the use of cookies on our website.

In order to receive some of our Services, you may be asked to agree to additional terms and conditions (including those referred to in section 29) which we will notify you about at the relevant time.

2.2. For clarity, the additional documents and the parts of this Agreement that incorporate

the additional documents are not “framework contracts” for the purpose of the EU Payment Services Directive (EU) 2015/2366 or any implementation of that directive in the EU or EEA (including the UK Payment Services Regulations 2017).

### 3. DEFINITIONS

In this Agreement:

Acceptable Use Policy means the acceptable usage policy which can be found on our Website.

Authorised Third Party Provider means an Account Information Service Provider and/or a Payment Initiation Service Provider.

Balance means any amounts held in your MyeWire Account.

Business Account means a MyeWire Account created for primarily business purposes as opposed to personal use and registered under the name and details of a registered company, sole trader, or partnership.

Business Day means any day different from Saturday, Sunday, or a public holiday in the United Kingdom when financial institutions are open for business.

Communications mean information provided relating to your MyeWire Account or any MyeWire Transaction, including any agreements and policies you agree to, (e.g., these Terms) including updates to these agreements or policies; disclosures and notices, including prospectuses and reports for transaction statements or confirmations; MyeWire Account statements and history; and payments authorizations and transaction statements or confirmations; documents; and any other information related to your MyeWire Account or the MyeWire Services.

Cookie Policy means the cookie policy which can be found on the Website.

Counterparty means the person you wish to send Electronic Money or money to.

Counterparty Bank Account means the bank account of the Counterparty.

Electronic Money means the electronically stored monetary value of funds held in your MyeWire Account. Electronic Money will be referred to throughout these Terms and Conditions as ‘e-money’ or ‘money’. For regulatory purposes, where money is referred to in this document, this denotes Electronic Money.

Exchange Rate has the meaning set out in Section “Exchange Rate”;

Fees mean the fees and exchange rates payable by you, the details of which are set out on the Pricing page.

Force Majeure Event means any event which is beyond the reasonable control of an affected party including without limit any market disruption, acts or restraints of government(s) or public authorities, war, revolution, strikes or other industrial action, fire, flood, natural disaster, explosion, terrorist action, the suspension or limitation of trading by any execution venue, or any breakdown, failure, defective performance or malfunction of any telecommunications settlement or other equipment or systems.

Identity Verification means confirming your personal identity and address by conducting electronic verification of your details or by you providing documentation of identity;

Information means any confidential and/or personally identifiable information or other information, including but not limited to the following: name, email address, date of birth, tax identification number, billing/shipping address, phone number, and financial information.

MyeWire Account means the account you have opened with us in accordance with the terms of this Agreement.

MyeWire Account Profile means your profile, accessible on the dashboard of your MyeWire Account where MyeWire Users can view, among other things, your details, your price plan, and your verification status.

MyeWire User means a user of MyeWire which is either you or not you.

Referral means an act of recommending MyeWire services to a friend, partner, or prospective New Customer through the Invite Page of MyeWire.

Referred customer means the individual or company referred to open an account with MyeWire by You upon completing the online referral form from the Invite Page.

A referral program is a program developed by MyeWire to reward third parties when new customers sign up for a MyeWire account as a result of a referral.

Referral reward means the commission/bonus paid to You for referred customers.

Restricted Countries means those countries that MyeWire by policy does not allow entering into MyeWire Transaction.

Payee/Recipient/Beneficiary means a person or organization to whom you send a payment from your MyeWire Account.

Password means a MyeWire User's password required to gain access to the MyeWire Account.

The pricing page means the separate fees schedule outlining the fees we charge in relation to the MyeWire Services which can be found on the Website.

Privacy Policy means our privacy policy which can be found on the Website.

Services mean all products, services, content, features, technologies, or functions offered by MyeWire and all related websites, applications, and services (including the Website and API).

Source Currency means the currency with which you hold and/or fund your payment order.

Transfer/Payment means a payment to or from your MyeWire Account. A transfer can be a one-off payment or a regular payment such as a standing order or direct debit. Payments that you can make from your MyeWire Account include single payments and standing orders. Payments can be made out of your MyeWire Account by inputting your details online, over the phone, or in person.

Target Currency means the currency which your recipient will receive.

Website means any webpage, including but not limited to [www.myewire.com](http://www.myewire.com), where we provide the Services to you.

Website Terms means the terms and conditions regarding the use of our Website which can be found on our Website.

#### 4. REGULATORY INFORMATION

4.1. Paywiser Ltd is a company incorporated in the United Kingdom with company registration number 10677553 and whose registered address is at 36-38 Westbourne Grove Newton Road, London, United Kingdom, W2 5SH. Paywiser Ltd is the issuer of Electronic Money and performs the payment services related to your MyeWire Electronic Money Account. Paywiser Ltd is authorised by the Financial Conduct Authority as an Electronic Money Institution under the Electronic Money Regulations 2011 (FRN 901086) for the issuing of electronic money (e-money) and providing payment services. The Company is included in the FCA's Register of Electronic Money Institution firms under FRN 901086 which can be found on the FCA's website.

#### 5. COMMENCEMENT AND TERM

5.1. These Terms shall commence on the day that MyeWire confirm to you that your MyeWire Account has been approved and shall continue for a period of 12 months ('Annual Term'). This Agreement shall automatically renew for a period of 12 months at the end of each Annual Term unless you give us the notice to terminate this Agreement prior to the end of the then-current Annual Term.

#### 6. MYEWIRE ACCOUNT

6.1. MyeWire Account is an account, in which Electronic Money, which Paywiser has issued to you, in exchange for receiving money from you or on your behalf, is stored.

6.2. Your MyeWire Account allows you to hold, send or receive electronic money/payments.

- 6.3. The electronic money held on your MyeWire Account does not expire other than when your account is closed, see section Termination for more details.
- 6.4. The electronic money held on your MyeWire Account will not earn any interest.
- 6.5. You may hold your electronic money in any supported currency.
- 6.6. You may withdraw money from your MyeWire Account at any time subject to certain conditions, please see the section Withdrawal of Money for more details.
- 6.7. Certain limits may be placed on your MyeWire Account depending on your country of residence, verification checks, risk evaluation, or other legal considerations.
- 6.8. The electronic money held on your MyeWire Account belongs to the person or legal entity which is registered as the MyeWire Account holder.
- 6.9. Unless you have our consent in writing, you must not allow anyone to operate your MyeWire Account on your behalf.
- 6.10. Your electronic money in the MyeWire Account is issued in accordance with the EU Electronic Money Directive (Directive 2009/110/EC of 16 September 2009) and the UK Electronic Money Regulations 2011.
- 6.11. Your MyeWire Account is an electronic money account and is not a bank account. You acknowledge that the UK's Financial Services Compensation Scheme does not apply to your MyeWire Account. In the event that we become insolvent, you may lose the electronic money held in your MyeWire Account. However, we follow the requirements under the EU Electronic Money Directive 2009/110/EC and UK Electronic Money Regulations 2011 which are designed to ensure the safety of funds held in electronic money accounts like your MyeWire Account.

## 7. ACCOUNT OPENING

- 7.1. To start using our Services, you must request a MyeWire Account in any of the supported currencies via our website and provide your details as required.
- 7.2. All information you provide to us must be complete, accurate, and truthful at all times. You must update this information whenever it changes. We cannot be responsible for any financial loss arising out of your failure to do so. We may ask you at any time to confirm the accuracy of your information and/or provide additional supporting documents.
- 7.3. All activities under a MyeWire Account shall be deemed as activities carried out by the registered user. You shall only use the Services to transact on your own account and not on behalf of any other person or entity.
- 7.4. You may only request one MyeWire Account per currency unless we have agreed in writing to open additional accounts. We may refuse the creation of duplicate accounts for the same user. Where duplicate accounts are detected, MyeWire may close or merge these

duplicate accounts at its sole discretion.

7.5. For your account to remain active we require you to maintain a minimum account balance at all times which is safely stored in your MyeWire Account with us. The minimum account balance can be used to cover fees or for maintenance of the account. The amount of the minimum account balance is set to EUR 100 for Personal Accounts and EUR 1000 for Business Accounts. We reserve the right to adjust the minimum account balance amount at our sole discretion, depending on the risk evaluation of your account with us. The minimum account balance will be returned to you after all fees due have been deducted, should you decide to close your account with us.

## 8. IDENTITY VERIFICATION

8.1. We are required by law to carry out all necessary security and customer due-diligence checks on you (including any parties involved in your transactions, for example, your recipient) in order to provide any Services to you.

8.2. You agree to comply with all requests made by us or any of our third-party service providers in connection with your MyeWire Account, to identify or authenticate your identity or validate your funding sources or transactions. This may include asking you for further information that will allow us to reasonably identify you, including verifying your Information against third-party databases or through other sources. This will also include verifying the identity of any of your directors, partners, and/or ultimate beneficial owners.

8.3. We reserve the right to close, suspend, or limit access to your MyeWire Account and/or the services in the event, we are unable to obtain or verify such Information.

8.4. We may confidentially verify the information you provide us with or obtain information on you ourselves or through third parties from secure databases. Some of the searches which we or a third party may perform, such as a credit check, may leave a soft footprint on the individual's credit history. This will not affect the individual's credit rating. By entering into these Terms, you confirm that you and all of your directors, partners, and ultimate beneficial owners (as appropriate) consent to us or a third party on our behalf carrying out such verifications.

8.5. We carry out verification checks, and these checks may increase the time it takes to provide access to the Services. You hereby confirm that you will not hold MyeWire responsible for any delays as a result of carrying out those checks.

8.6. You must ensure the information on your MyeWire Account is always accurate and up to date. If at any time we believe that your information is outdated or inaccurate, we may contact you and request further information or request that you go through the verification process again. We may suspend or limit your MyeWire Account in such instances and your Account Limits will be adjusted accordingly while we verify your identity. We shall not be liable for any losses arising out of your failure to maintain up-to-date information.

## 9. ACCESS AND AUTHORISED USERS

9.1. The approved Authorised Users will be able to access the MyeWire User Interface in order to set access restrictions, add/remove Permitted Users and allocate different permissions to the Permitted Users.

9.2. The first approved Authorised User will have a role of Master User to manage the other users and their permissions.

9.3. Permitted Users, provided that successfully KYC has been passed, will be granted access to the respective account/s and different permissions within the MyeWire User Interface by the Master Users and will only be able to act within the parameters of the permissions they are granted.

9.4. Master User can add as many Permitted Users as he/she wishes.

9.5. You may change Master User provided that you provide us with notice of such change. We may require you to replace any Master User or Authorised User with an alternative person if we deem it necessary.

9.6. Only those Permitted Users who have been granted the relevant payment permissions by the Master Users via the MyeWire User Interface will be able to make payments using any Payment Systems.

9.7. MyeWire will act upon instructions given by a Permitted User without making further enquiries into the circumstances related to the instructions or checking or considering the validity of the instructions.

9.8. It is your responsibility to monitor the permissions granted by the Master Users and the actions taken by the Permitted Users and to alert us to any unauthorized access gained or actions taken within the MyeWire User Interface.

9.9. We are authorised to act upon any instructions given by any verified User without making further enquiries into the purpose for which the instructions were given, any circumstances related to the instructions and without checking or considering the validity of the instructions.

9.10. We shall have no responsibility or liability in respect of any loss incurred as a result of any fraudulent, illegal or unauthorised instructions given by any User via the MyeWire User Interface.

9.11. It is your responsibility to ensure that all Users are aware of your obligations under this Agreement and comply with them.



## 10. SECURITY

10.1. It is your responsibility to ensure that the MyeWire User(s) take all reasonable steps to:

- Keep your Username, Password, and PIN card safe;
- Ensure that access to the MyeWire Account is kept safe; The above requirements include, but are not limited to, for the avoidance of doubt:
- Each MyeWire User:
  - Logging off the MyeWire website every time you leave the computer (or another device) used to gain access to the MyeWire Services;
  - Keeping the computer, the MyeWire User uses to gain access to the MyeWire Services safe and secure and locked with a secure password;
  - Not writing down or telling anyone your Username, Password, or PIN card;
  - Changing his/her Password regularly;
  - If you receive any emails or SMSs, questionnaires, surveys, or other links that require you to provide your Password, do not provide your information and contact our customer services team via the contact form available on our website;
  - Ensuring that the computer and email account(s) and mobile phone you use to communicate with us are secure and only accessed by the MyeWire User, like the computer, e-mail address, and mobile phone may be used to reset your password or to send information relating to the security of the MyeWire Services;
  - If at any time you think that your Password, PIN, or card have been lost or stolen or any other person knows your Password or PIN Card, inform customer services immediately via the contact form available on our website;
  - Irrespective of whether or not the MyeWire User is using a public, a shared or your own computer (or other devices) to access the MyeWire Services:
  - Always ensure that your login details are not stored by the browser or cached or otherwise recorded and never use any functionality that allows the Username and/or Password to be stored by the computer or other device you use to gain access to the MyeWire Services.

10.2. Subject to the Acceptable Use Policy, you are not permitted to:

- Use the MyeWire Services for any illegal purposes, including, but not limited to fraud and money laundering, unlawful sexually oriented materials or services, counterfeit products, unlawful gambling activities, the funding of terrorist organizations, the unlawful purchase or sale of tobacco, firearms, prescription drugs, other controlled substances or other products prohibited by law. MyeWire will report any suspicious activity and cooperate with any relevant law enforcement agency or regulator;
- Breach these Terms or any additional terms or policy that you have agreed with MyeWire;
- Use the MyeWire Services to violate any law, statute, ordinance, or regulation;
- Use the MyeWire Services for any illegal purposes including the purchase or sale, or the facilitation of the purchase or sale of, illegal goods or services;
- Use the MyeWire Services to conduct activities pertaining to adult entertainment/pornography, armaments, art dealers, auction houses, unregistered charities, chemicals, and allied products, cryptocurrency trading, dating and escort

services, binary options, gambling, nuclear, political, or religious organisations, quasi-cash merchants, second-hand car dealers, precious metals or stones, video game arcades or establishments, lotteries, syndicates, smart drugs/nootropics, plagiarism services, multi-level marketing schemes, tobacco, narcotics, steroids, cannabis, certain controlled substances or other products that present a risk to consumer safety, drug paraphernalia (equipment, product, or material that is modified for making, using, or concealing drugs), pharmaceuticals, seeds or plants, and business claiming to trade in prime bank guarantees, debentures, letters of credit or medium-term notes;

- Use the MyeWire Services to hold or transact with client money;
- Infringe MyeWire's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- Act in a manner that is defamatory, libellous, threatening, or harassing when using the MyeWire Services;
- Provide us with false, inaccurate, or misleading information;
- Use the MyeWire Services to engage in debt-collection activities;
- Instruct us to send or receive what we reasonably believe to be potentially fraudulent funds on your behalf;
- Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
- Control a MyeWire Account that is linked to another MyeWire Account that has engaged in any of these restricted activities subject to the Acceptable Use Policy;
- Conduct your business or use the MyeWire Services in a manner that is likely to result in or may result in complaints, disputes, reversals, fees, fines, penalties or other liability to MyeWire, other Users, third parties or you;
- Allow any of your MyeWire Account(s) to have a negative balance;
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure; facilitate any viruses, Trojan horses, worms, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or information; use an anonymizing proxy; use any robot, spider, other automatic devices, or manual process to monitor or copy our Website without our prior written permission; or interfere or attempt to interfere with the MyeWire Services;
- Take any action that may cause us to lose any of the services from our Internet service providers, partners, or other suppliers;
- Circumvent any MyeWire policy or determinations about your MyeWire Account including, but not limited to, attempting to create a new or additional MyeWire Account when a MyeWire Account has a negative balance or has been restricted, suspended, or otherwise limited; creating new or additional MyeWire Account(s) using Information that is not your own (e.g. name, address, email address, etc.); or using someone else's MyeWire Account;
- Harass our employees, agents, or other Users;
- Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
- Use the MyeWire Services in a manner that we believe may be a violation of any applicable international payment network rules or applicable law;
- Use the MyeWire Services to trade FX for speculative purposes or for FX arbitrage;
- Refuse or fail to provide further information about you or your business activities that

we may reasonably request;

- Conduct your business or use the MyeWire Services in a manner that leads us to receive a disproportionate number of claims or disputes;
- Reveal your Password to anyone or use anyone else's Password.

10.3. You must ensure that MyeWire User(s) only order payments relating to the sale or supply of goods and services in compliance with all applicable laws and regulations. The fact that a person or entity accepts payments via MyeWire is not an indication of the legality of the supply or provision of the goods and services.

10.4. We reserve the right to refuse to receive transfers from or execute outgoing transfers to any Restricted Countries or to any recipients MyeWire considers unacceptable.

10.5. If MyeWire, in its sole discretion, believes that you may have breached the provision of this Clause, we may take action to protect ourselves, other Users, and third parties. The action we may take includes but is not limited to:

- Closing, suspending or limiting your access to your MyeWire Account or any or all of the MyeWire Services;
- Contacting other Users who have transacted with you; contacting your bank; and/or warning other Users, law enforcement, or impacted third parties of your actions;
- Updating Inaccurate Information, you have provided to us;
- Taking legal action against you;
- Terminating these Terms or access to the Website;
- Fully or partially reversing a MyeWire Transaction; and/or blocking your access to your MyeWire Account temporarily or permanently.
- Closing, suspending or limiting your access to your MyeWire Account or any or all of the MyeWire Services. • Contacting other Users who have transacted with you; contacting your bank; and/or warning other Users, law enforcement, or impacted third parties of your actions; • Updating Inaccurate Information, you have provided to us; • Taking legal action against you; • Terminating these Terms or access to the Website; • Fully or partially reversing a MyeWire Transaction; and/or • Blocking your access to your MyeWire Account temporarily or permanently.

Where possible, MyeWire will provide you with the relevant information regarding the actions imposed, but we may be unable to do so in accordance with the appropriate law including avoiding disclosing protected third-party information or interfering in the course of an investigation.

## 11. RECEIVING MONEY

11.1. You can receive money into your MyeWire Account using methods that we support.

11.2. Any money you receive in your MyeWire Account will be recorded in the section Movements of your MyeWire Account. You should check the incoming funds in your MyeWire Account against your own records regularly and let us know if there are any irregularities.

MyeWire reserves its right not to correct any errors reported to us by you after 180 days from the occurrence of the error.

11.3. You acknowledge that the money received in your MyeWire Account ("Received Amount") may be subject to reversal and you agree that we may deduct the Received Amount from your MyeWire Account if it was reversed by the person who paid you the Received Amount or any relevant payment services, provider.

## 12. SENDING MONEY

12.1. You must set up your payment order from your MyeWire Account.

12.2. You acknowledge that all payment orders are a "Fixed Source Order" which is a payment order where you indicate that you wish to send and convert a fixed amount of Source Currency to your recipient who will receive the converted amount in the Target Currency.

12.3. To set up a payment order via your MyeWire Account, you need to provide certain information to us including (a) the full name of your recipient, (b) your recipient's account details or their MyeWire Account details, and (c) currency and (d) amount to be transferred.

12.4. We may place limits on the amount you may send per transfer. You may consult with our customer support for more information on the applicable limits.

12.5. All external transfers are processed with SHA (shared) splitting of costs, i.e. payee and originator bear the costs incurred by their respective payment service provider.

12.6. All payment orders are processed with the same value date if they are submitted before the Cut-off times.

12.7. If your payment order is received by us after 5 pm on a Business Day or not on a Business Day, your payment order may be deemed received on the following Business Day.

12.8. Where MyeWire establishes that the submitted documents and information accompanying payment orders are not sufficient for the processing of the transfer, the latter shall be executed with the value date on which all the irregularities are eliminated.

12.9. Each payment order is given a unique transfer number and is shown in the Pending Transfers section on your MyeWire Account. You should quote this unique transfer number when communicating with us about a particular payment order.

12.10. We will only process your payment order if we hold or have received sufficient cleared funds in your MyeWire Account. It is your responsibility to fund your payment order in a timely manner. We cannot be responsible for the time it takes for the money to be sent to us by your bank or payment service provider. If You initiate a Transfer that exceeds your freely available funds, we will reject it in 7 days if no available balance occurs during that period in the account.

12.11. We carry out verification checks, and these checks may increase the time it takes to process your payment order. We cannot be responsible for any delays as a result of carrying out those checks.

12.12. The estimated completion time of your payment order is notified to you when you complete the setup of your payment order. You may consult with our customer support for more information on the completion time of payment orders.

12.13. We will use reasonable efforts to ensure that the funds arrive in the recipient's bank account or payment account within the timelines notified to you. We do not have any control over the time it may take for the recipient's bank or payment provider to credit and make available funds to the recipient.

12.14. If we are unable to complete your payment order, we will let you know, if possible, the reasons for the refusal and an explanation of how to

12.15. You may cancel your payment order. You cannot cancel your payment order once your funds have been converted into the Target Currency you requested and/or if the transfer has been processed.

12.16. You must make sure that the information you provide when setting up a payment order is accurate. If we have processed your order in accordance with the information you have provided to us it will be considered correctly completed even if you have made a mistake.

12.17. If you provide incorrect information with your payment order, we will use reasonable efforts to recover the funds for you and may need to charge you a fee for that.

12.18. External transfers are executed from clients (safeguarding) accounts of MyeWire holds with Partner Banks according to the requirements of requirements for safeguarding service users' funds in the Payment Services Regulations 2017 and Electronic Money Regulations 2011 (EMRs).

## 13. EXCHANGE RATES

13.1. You may convert the money held in your MyeWire Account in one currency into other currencies we support from time to time. You can only perform a conversion in respect of funds that you already hold in your MyeWire Account. The "Exchange Rate" means the rate at which you can use one currency to purchase the other currency.

13.2. When processing payment orders with funds under the MyeWire accounts, in which foreign currency needs to be exchanged, MyeWire shall use the applicable buy and sell exchange rates published on the website [www.myewire.com](http://www.myewire.com) at the time of payment order execution or the exchange rate agreed with the customer prior to the payment order. MyeWire reserves the right to change the applicable exchange rate at any time without giving prior notice.

13.3. The buying and selling of foreign currencies which MyeWire as part of the normal course is no longer possible to settle on the transfer value date, the bank settles it at the exchange rate of the next billing date.

13.4. The bid and offer prices MyeWire determines at its reasonable discretion and published on our website. These rates are valid only for orders with standard value dates. For contracts with non-standard currencies, we may apply different rates. MyeWire may determine this also at its reasonable discretion.

13.5. It is your responsibility to ensure that you are happy with the Exchange Rate we offer you prior to entering into each MyeWire Transaction.

## 14. ACCOUNT MAINTENANCE

14.1. All your transfers (including your current balance, and the money you have received and/or sent) are recorded in the section Movements of your MyeWire Account. You may access this information after you log in to your MyeWire Account. We have allocated a reference number to each transfer; you should quote this reference number when communicating with us about a particular transfer.

14.2. You must check your MyeWire Account regularly and carefully and contact us immediately if you don't recognise a transfer or think we have made a payment incorrectly. You must tell us about any unauthorised or incorrectly executed transfer immediately, but no later than 180 days from the date of the transfer execution; otherwise, you may not be entitled to have any errors corrected.

14.3. You agree and accept all the risks associated with maintaining balances in your MyeWire account including but not limited to any risks associated with fluctuations in the relevant exchange rates over time. You agree that you will not use our Services for speculative trading.

14.4. You promise to always have a zero or positive Balance in your MyeWire Account. If your MyeWire Account goes into a negative balance as a result of a reversal of a transfer, deduction of fees, or any other action carried by you, you agree to immediately repay the negative balance without any notice from us. We may send you reminders or take other reasonable actions to recover the negative balance from you, for example, we may use a debt collection service or take further legal actions. We will charge you for any costs we may incur as a result of these additional collection efforts. If you fail to fulfil our request to you to correct the negative balance within 7 Business Days, you authorise us to initiate a payment transaction for the amount of the negative balance (or the equivalent in another currency) from your linked MyeWire account in any other currency.

14.5. You are required to use your MyeWire account actively. An inactivity fee of 5% of the last available balance plus EUR 100 will be applied in case of an inactive account. An inactive account is an account that has no transfer (incoming or outgoing) in a period of 180 days. The inactivity fee is non-refundable and we will not accept any claims for reimbursement.

14.6. You acknowledge that balances and available balances reported on the Dashboard of your MyeWire Account are only approximate real-time balances rather than the settled balances in your MyeWire Account. A real-time balance may not take into account pending debits and credits. MyeWire will provide you with information on pending debits and credits as soon as it has that information.

## 15. REFERRAL PROGRAM

15.1. MyeWire offers you the opportunity to earn by referring friends and business contacts. Your participation in the MyeWire Referral Program can earn you a referral reward. We reserve the right to terminate or change the terms of the Program at any time for any reason.

15.2. As a Referral reward you will receive, by default, 20% of the collected Set Up Fee and external transfer fees (incoming and outgoing) from accounts of referred customers by You.

15.3. You must be an active Customer Account Holder of the MyeWire account to use the Referral Program.

15.4. You may use the Referral Program by inviting additional individual or business customers to MyeWire from Invite Page by inputting the email of a potential customer or by uploading a batch file of emails and other users' information.

15.5. Any Referred Customer that decides to apply for an account with MyeWire shall have a direct relationship with us and shall be subject to the terms of MyeWire.

15.6. You may only use our Referral Program in good faith for lawful purposes. You may not:

- create more than one account in order to invite yourself;
- invite others who have created duplicate accounts;
- use alternative contact information to refer yourself or others who have created duplicate accounts;
- invite an existing customer of MyeWire;
- invite fictitious persons;
- do anything that damages MyeWire's brand, goodwill, or reputation;
- make payments to another user that are not genuine payments;
- use the Referral Program in (i) in any way that breaches any applicable local, national, or international law or regulation; or (ii) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; (iii) in any way that contravenes any other agreements we have with you, including our Customer Agreement and Acceptable Use Policy;

15.7. MyeWire has the right, in its sole discretion to accept, decline, suspend or terminate any prospective New Customer referred by You. The applied fees to accepted MyeWire accounts of Referred customers are decided by MyeWire at our sole discretion. Further, you agree and acknowledge that MyeWire may, in its sole but reasonable discretion, discontinue

the participation of a Referred Customer as part of the MyeWire Referral Program and stop paying Commission to You for the transactions authorized by the said Referred Customer.

15.8. Participation in the Program requires You and/or Referred Customers by You to submit personal information to us. You must obtain consent from each of your Referred Customers whose data you are providing us with prior to submitting it to us. By using the Invite Page, you are confirming that you have obtained such consent from the Referred Customers. The personal information will be collected, processed, and used in accordance with MyeWire Privacy Policy which can be found on MyeWire's website. Additional information may be required by MyeWire to verify compliance with these Terms of Service.

15.9. Within your MyeWire profile you will be able to see the MyeWire customer ID of your Referred Customer, his/her email and Commission earned in respect of each of your Referred Customers.

15.10. In the event of system failure, loss of access, or technical deterioration of the Service, MyeWire shall take all reasonable steps to restore or rectify the service for you and all of your Referred Customers. However, the occurrence of such an event shall not entitle you to any form of compensation in such an event.

15.11. MyeWire reserves the right to:

- amend, alter or change the Referral Program at any time, without notice; and
- terminate the Referral Program at any time, without notice. In the event the Referral Program is terminated, MyeWire will not be obliged to credit any accounts that would have otherwise qualified for Referral Fee.

15.12. You acknowledge and agree that MyeWire may offer Special Promotions for a limited period of time that will give You (and in some cases, Referred Customers) additional perks and rewards. Additional terms, including expiration dates for any Special Promotion, will be provided with the Special Promotion and you hereby agree with the terms of each promotion we may introduce.

15.13. In consideration of the services rendered under these Terms and Conditions, MyeWire shall pay You according to the Current Referral Campaign

15.14. MyeWire will pay the Commission within thirty (30) days (or in such other frequency as determined by MyeWire) following the end of the calendar month for which the Commission is due and payable. Commission in respect of Referred Customers on the MyeWire platform will be paid into the Your MyeWire Payment Account. If Your MyeWire Account is closed and/or suspended (whether permanently or temporarily) for any reason, MyeWire will be unable to pay the Commissions to You. It is Your responsibility to ensure that Your MyeWire payment Account remains open and active.

15.15. You may obtain Commission reports by logging onto the Referral section in the MyeWire platform. You must promptly and carefully review all Commission reports on a regular basis and notify us of any errors or discrepancies. Any calculation by MyeWire of the monthly Commission amount due and owing to You that is not objected to us within thirty



(30) days of the date such payment amount has been deposited into Your MyeWire Account shall be deemed final and binding.

15.16. All bonuses and commissions are exclusive of VAT. MyeWire shall charge VAT or comparable sales taxes only where local regulatory requirements or government bodies require us to do so. If required, we will provide information on the gross amount and net amount based on the collected tax and tax rate applied. You have sole responsibility for the management of all applicable tax and legal affairs on all bonuses and commissions earned from us, including the determination which, if any, taxes apply to them and their business activities, making any applicable filings and payments, and complying with any applicable laws and regulations. MyeWire is not obliged to determine whether taxes apply, and it is not responsible for collecting, reporting, or remitting any taxes arising from the Referral Program.

15.17. We may use any payment of bonus or commission due to you in order to set off any monetary obligation of you to MyeWire (e.g. fees that you undertake to pay in accordance with these Terms), whether or not your obligation is then due.

14.18. All disputes arising out of or in connection with the Referral Program, including any question regarding its existence, validity, or termination, must be attempted to be solved through negotiation within thirty (60) calendar days after a notification of the existence of the dispute is served in writing. Any dispute not resolved in the term abovementioned shall be finally settled by arbitration under the LCIA Arbitration Rules 2014 by a sole arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be in the United Kingdom. The language to be used in the arbitral proceedings shall be English. In case of procedural lacunae (gaps) in the LCIA Arbitration Rules 2014, UNCITRAL Model Law on International Commercial Arbitration shall apply.

## 16. LIMITS

16.1. We reserve the right to impose at our sole discretion Limits to your MyeWire Account and, based on criteria determined by us that do not have to be disclosed.

## 17. SUSPENSION OF SERVICE

17.1. We reserve the right to change, suspend or discontinue any aspect of the MyeWire Services at any time, including hours of operation or availability of the MyeWire Services or any feature of MyeWire Services, without notice and without liability.

## 18. SET-OFF

18.1. On the happening of any event which entitles us to be compensated by you, we shall be entitled to recover any sum due to us by retaining part or all of any sum that you have lodged with us under any MyeWire Transaction or otherwise. You shall have no similar right of

set-off. For the avoidance of doubt, this includes if the balance of your MyeWire Account shows that you owe us a number of funds for any reason or have a negative balance, MyeWire may set off the amount you owe us by using funds you maintain in your MyeWire Account or in a linked MyeWire Account or by deducting amounts you owe us from the money you receive into your MyeWire Account or money you attempt to withdraw or send from your MyeWire Account.

18.2. If the amount owed to us is in a currency that is different from the money or Electronic Money you hold with us, we shall convert the amount you hold with us to the currency of the amount you owe us by applying our Exchange Rates on the day of the withdrawal of the relevant amount. We do not need to notify you of this conversion occurring.

18.3. If for whatever reason, we are unable to exercise our right of set-off pursuant to this Clause, we may ask you to pay us another way within 7 Business Days.

## 19. GENERAL LIABILITY

19.1. You are responsible for the acts and omissions of the MyeWire User(s) under these Terms as if they were your own.

19.2. Except where you have acted fraudulently, you will not be liable for any losses incurred in respect of a Transfer, which was not authorised by you, which occurs after a MyeWire User has notified us, without undue delay, on becoming aware of the loss, theft, misappropriation or unauthorised use of the MyeWire Account which relate to those losses. You can notify us via the contact form available on our website.

19.3. We shall not be liable for non-execution or defective execution in relation to a Transfer we have made in accordance with a unique identifier given to us by a MyeWire User which proves to be incorrect. However, we shall make reasonable efforts to recover funds involved in that transaction and may charge you for doing so, including passing on to you charges made by intermediary banks and/or the payee's bank for their assistance in the tracing process.

19.4. We are not liable to you for the correct execution of a Transfer if we can prove to you (and where relevant, to any payee's payment services provider) that the payee's payment services provider received the payment within the appropriate time period. We will, however, upon your request, make efforts to trace any non-executed or defectively executed payment transactions and notify you of any outcome involving our search.

19.5. Please note any restriction on your liability in relation to an unauthorised or incorrectly executed payment out in the Payment Services 18.6. We shall not be liable to you for any:

- Delay or failure to perform our obligations under these Terms (including any delay in payment) by reason of any cause beyond our reasonable control including but not limited to any action or inaction by you or any third party, any Force Majeure Event, bank delay, postal delay, failure or delay of any fax or electronic transmission, any

- accident, emergency, an act of god or any abnormal or unforeseeable circumstances; or
- Consequential or indirect loss (such as loss of profits or opportunity) you may incur as a result of us failing to perform our duties under a MyeWire Transaction; or
- Losses as a result of a requirement imposed on us by the Payment Services Regulations 2017 or the Electronic Money Regulations 2011 or our obligations under the laws of any EEA state or other jurisdiction.

19.7. You are responsible for all liabilities, financial or otherwise, incurred by MyeWire, another MyeWire User, or a third party caused by or arising out of your breach of these Terms, your use of the MyeWire Services, and any use of your MyeWire Account. You agree to reimburse MyeWire, another MyeWire User, or a third party for any and all such liability, to the extent not prohibited by applicable law.

19.8. You remain liable under these Terms in respect of all charges and other amounts incurred through the use of your MyeWire Account at any time, irrespective of termination, suspension, or closure.

19.9. You alone are responsible for understanding and complying with any and all laws, rules, and regulations of your specific jurisdiction that may be applicable to you in connection with your use of the MyeWire Services, including but not limited to, those related to export or import activity, taxes or foreign currency transactions. You are liable to the state and other subjects for the fulfilment of all tax obligations independently. MyeWire shall not be responsible for the execution of tax obligations, or calculation and transfer of taxes applied to you. You agree to defend, reimburse or compensate us (known in legal terms to “indemnify”) and hold MyeWire, our third-party providers, our employees, or agents who are authorised to act on our behalf harmless from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of your, the MyeWire Users or your other employees' or agents' breach of these Terms, breach of any law and/or use of the MyeWire Services.

19.10. Nothing in these Terms shall operate to exclude liability for death or personal injury or for fraud or fraudulent misrepresentation or for any liability that cannot be excluded or amended by law.

19.11. In no event shall MyeWire be liable for loss of profits or any special, incidental, or consequential damages arising out of these Terms or otherwise in connection with the MyeWire Services, howsoever arising.

19.12. To the extent permitted by applicable law, MyeWire is not liable, and you agree not to hold it responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:

- MyeWire Users acting under your authorisation in accordance with these Terms and the limitations imposed upon them on using the MyeWire Services;
- Your inability to use the MyeWire Services for whatever reason; Delays or disruptions in the MyeWire Services;
- Viruses or other malicious software obtained by accessing the Website or any associated site or service;

- Glitches, bugs, errors, or inaccuracies of any kind in the MyeWire Services;
- The content, actions, or inactions of third parties;
- A suspension or other action is taken with respect to your MyeWire Account;
- You need to modify practices, content, or behaviour, or your loss of or inability to do business, as a result of changes to these Terms or other MyeWire policies;
- Illegal actions and operations of third persons performed using counterfeited and/or illegal documents or illegally received data;

## 20. WITHDRAWING FUNDS

20.1. Provided you have the applicable permissions, you may withdraw funds from your MyeWire Account by ordering a Transfer and choosing a Bank Account or Payment account as the Counterparty Account.

20.2. You may obtain cash through ATMs in accordance with setup limits.

20.3. MyeWire is not responsible for the withdrawal payment once the funds are received by your payment service provider as MyeWire is the payer and not the payment service provider for withdrawals.

## 21. CLOSING YOUR ACCOUNT

21.1. You may cancel your MyeWire Account before activating them, by messaging Customer Services through the MyeWire Platform.

21.2. Your MyeWire Account will be closed at the end of the Annual term of this agreement in accordance with Clause 5, "Commencement and Term" or upon the termination of these Terms in accordance with Clause 26, "Amendments to these Terms" and Clause 29, "Termination". You accept that after your MyeWire Account has been closed, MyeWire will store personal data about you, your MyeWire Users, and your MyeWire Transactions for a period of five years.

21.3. If you close your MyeWire Account within 24 months of its opening, an early termination fee will be applied amounting to EUR 100.

21.4. You may not close your MyeWire Account to evade an investigation. If you attempt to close your MyeWire Account while MyeWire is conducting an investigation, it may freeze the account to protect all parties to the MyeWire Services, its affiliates, or a third party against any liability. You will remain liable for any obligations related to your MyeWire Account even after it is closed.

21.5. Your account may be closed if the balance reaches zero and the account has been inactive for 6 consecutive months or more.

## 22. NOTICE AND COMMUNICATIONS

22.1. You agree and consent to electronic receipt of all Communications that we provide in connection with the MyeWire Services. We will provide Communications to you by making them available on the Dashboard of your MyeWire Account or by emailing them to you at the primary email address listed in your MyeWire Account profile.

22.2. It is your responsibility to ensure that MyeWire Users log onto the MyeWire Account regularly and regularly review the Website and their primary email address and open and review communications that we deliver to you through those means. You are obligated to review your notices and MyeWire Transaction History and to promptly report any questions, apparent errors, or unauthorized MyeWire Transactions. Failure to contact us in a timely manner may result in loss of funds or important rights.

22.3. We may contact you from time to time to notify you of changes or information regarding your MyeWire Account. It is your responsibility to ensure you regularly check your MyeWire Account profile and that your contact information stored there is up to date. You may contact us in accordance with these Terms via the contact form available on the Website.

## 23. DATA

23.1. The processing of your data is governed by these Terms, our Privacy Policy, our Cookie Policy, and any applicable Additional Terms.

23.2. MyeWire reserves the right to transmit the Information or personal data about you as well as activity in your Account to law enforcement institutions, state authorities, and financial institutions if such is necessary to comply with relevant legislation, and in order to identify whether these Terms and relevant legislation have not been violated.

23.3. By providing MyeWire with a telephone number (including a mobile telephone number), you agree to receive auto-dialled and prerecorded message calls at that number. The ways in which you provide us with a telephone number include, but are not limited to, providing a telephone number at MyeWire Account opening, adding a telephone number to your MyeWire Account profile at a later time, and providing it to one of our employees, or by contacting us from that phone number. If a telephone number provided to us is a mobile telephone number, you consent to receive SMS or text messages at that number, for service-related matters. We will not share your phone number with non-affiliated third parties for their purposes without your consent and we will not market, advertise, or solicit you using auto-dialling or pre-recorded messages, but we may share your phone numbers with our affiliates or with other service providers, such as billing or collections companies, who may contact you using auto dialled or prerecorded message calls or text messages.

23.4. You understand and agree that MyeWire may, without further notice or warning and at our discretion, monitor or record the telephone conversations you or anyone acting on your behalf has with MyeWire or its agents for quality control and training purposes or for its own

protection. You acknowledge and understand that, while your communications with MyeWire may be overheard, monitored, or recorded without further notice or warning, not all telephone lines or calls may be recorded by MyeWire, and MyeWire does not guarantee that recordings of any particular telephone calls will be retained or retrievable.

23.5. You agree that we can use your Information in connection with your MyeWire Account, to enable us to review, develop and improve our products and services. This may involve providing your Information to our partners, affiliates, agents, distributors, and suppliers to process MyeWire Transactions and for their statistical research and analytical purposes. We may also disclose your information as required by law, regulation, or any competent authority or agency to investigate the possible fraudulent, unlawful or unauthorised activity.

23.6. You understand and agree that we may collect information about how you and other MyeWire Users interact with the MyeWire Services. We may access the address book on such users' devices and store names and contact information to facilitate social interactions through MyeWire Services and for other purposes. We collect transaction details related to your use of MyeWire Services, including the type of service requested, the date and time the service was provided, the amount charged, and other related transaction details. We may collect information about your mobile device, including, for example, the hardware model, operating system and version, software and file names and versions, preferred language, unique device identifier, advertising identifiers, serial number, device motion information, and mobile network information. You agree that we may use the information that we collect to facilitate interactions with the MyeWire Services, including sharing certain non-sensitive information about you with other MyeWire Users.

## 24. INFORMATION SECURITY

24.1. You are responsible for configuring your information technology, computer programs, and platform in order to access MyeWire Services. You should use your own virus protection software. We cannot guarantee that MyeWire Services will be free from bugs or viruses.

24.2. You must not misuse or attempt to misuse the MyeWire Services by introducing viruses, Trojans, worms, logic bombs, or other materials which are malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, our servers, computers, or databases. You must not attack our Website with any type of denial of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website and/or our Services will cease immediately and MyeWire reserves its right to claim damages without limitation.

## 25. INTELLECTUAL PROPERTY

25.1. The Website and all intellectual property rights contained therein, including but not

limited to any content, are owned or licensed by us. Intellectual property rights mean rights such as copyright, trademarks, domain names, design rights, database rights, patents, and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). MyeWire's intellectual property includes "myewire.com", "MyeWire" and all logos related to the MyeWire Services. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dresses of MyeWire. You may not copy, imitate, or use them without our prior written consent. You may not copy, imitate, or use MyeWire's intellectual property rights without prior written consent.

25.2. We reserve all of our rights in any intellectual property in connection with these Terms. This means, for example, that we remain owners of them and are free to use them as we see fit.

25.3. Nothing in these Terms grants you any legal rights in the Website, other than as necessary to enable you to access the MyeWire Account. You agree not to adjust or try to circumvent or delete any notices contained on the MyeWire Account (including any intellectual property notices) and in particular in any digital rights or other security embedded or contained within the Dashboard of the MyeWire Account.

## 26. REQUESTING INFORMATION

26.1. You may request, at any time during the extent of these Terms, a copy of these Terms and any of the information set out in Schedule 4 of the Payment Services Regulations 2017.

## 27. COMPLAINTS

27.1. We take all complaints seriously. Any complaints about us or the services we provide should be addressed to the contact form available on the Website. You should clearly indicate that you wish to file a complaint to us. Our complaints procedure (available on our Website) sets out the process for submitting and resolving any complaints.

27.2. A final response to your complaint, or a letter explaining why the final response has not been completed, will be sent to you within 30 Business Days of your complaint having been made, and in exceptional circumstances, within 60 Business Days. You will be duly informed if your case is classified as such upon receipt of your complaint. Should this not be possible due to unforeseen circumstances or lack of information, we will contact you.

27.3. If we fail to resolve your complaint to your satisfaction you may be able to refer your complaint to the Financial Ombudsman Service (Exchange Tower, London E14 9SR, phone 0800 023 4567). Details of the service offered by the Financial Ombudsman Service are available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## 28. AMENDMENTS TO THESE TERMS

28.1. We reserve the right to unilaterally update or change these Terms from time to time to reflect any regulatory changes or changes to our products, our users, and our business needs. We will give you reasonable notice for any such changes. Any amendments to these Terms shall be offered to you via electronic communication channel no later than two months before their proposed date of entry into force. You may indicate either approval or disapproval of the amendments before their proposed date of entry into force. The amendments shall be deemed to have been approved unless you have specifically indicated disapproval before they come into force. In case of disapproval expressed by you prior to the proposed date of entry into force, you may also choose to terminate the framework agreement as per the Termination section of these Terms.

28.2. You acknowledge that changes to these Terms, which are (1) more favourable to you; (2) required by law; or (3) related to the addition of a new service, or extra functionality to the existing Service; or (4) changes which neither reduce your rights nor increase your responsibilities, can come into effect immediately if they are stated in the change notice. Changes to exchange rates shall come into effect immediately without notice and you shall not have the right to object to such a change.

## 29. FEES

29.1. You must pay the fees in connection with the use of our Services. We will not process any payment request or provide any other services requested by you until all applicable fees have been received from you.

29.2. The fees applicable to you are available on the Pricing page unless otherwise agreed between you and MyeWire. For clarity, the fees applicable to you as set out on the Pricing page form part of this Agreement which may be subject to change as set out in the section "Amendments to these Terms".

29.3. You agree that we are authorised to deduct our fees, any applicable reversal amounts, and/or any amounts you owe us from your MyeWire Account. If you don't have enough money in your MyeWire Account to cover these amounts, we may refuse to execute the relevant transaction or provide any Services to you.

29.4. An Inactivity Fee will be applied to your MyeWire account following a period of 6 consecutive months of inactivity. For the purpose of this Agreement "inactivity" is defined as a period where there is no change to your MyeWire account balance, excluding balance changes as a result of any fees or adjustments levied by MyeWire. The inactivity fee is due monthly and will be in the amount of 5% (or no less than EUR 100.00) of your MyeWire account balance at the time of entering the "inactivity" status. The inactivity fee will be deducted from the 7th month onwards until such time as either activity resumes on the account, the balance reaches zero or you give us notification of termination of this Agreement and a payment instruction regarding where to transfer the remaining funds. The inactivity fee is non-refundable.



### 30. NO WARRANTY

30.1. The MyeWire Services are provided on an "as is," "as available" basis and without any representation or warranty, whether express, implied, or statutory. MyeWire, and the officers, directors, agents, joint ventures, employees and suppliers of MyeWire, make no representation or warranty of any kind whatsoever for the services or the content, materials, information, and functions made accessible by the MyeWire Services used on or accessed through the MyeWire Services, or for any breach of security associated with the transmission of sensitive information through the MyeWire Services.

30.2. MyeWire does not warrant that MyeWire Services will be uninterrupted or error-free. MyeWire shall not be responsible for any service interruptions, including, but not limited to, system failures or other interruptions that may affect the receipt, processing, acceptance, or completion of MyeWire Transactions or the MyeWire Services.

30.3. MyeWire does not have any control over the products or services that are paid for using MyeWire Services.

30.4. MyeWire is not responsible for the quality, performance, or any consequential results of the products and/or services purchased using MyeWire Services.

### 31. TERMINATION

31.1. MyeWire, in its sole discretion, may terminate your account/s at any time without notice. The termination of these Terms will not affect any of our rights or your obligations arising under these Terms.

31.2. You may terminate these Terms at any time by providing us with notice, such notice is to be delivered using the contact form available on the Website.

31.3. Once the Available Balance is redeemed and the MyeWire Account is closed, your Agreement will terminate

31.4. Without prejudice to any rights that have accrued under these Terms, or any party's other rights or remedies, either party may at any time terminate these Terms with immediate effect by giving written notice to the other party if:

- The other party commits a material breach of any term of these Terms and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- The other party repeatedly breaches any of the terms of these Terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with its having the intention or ability to give effect to the terms of these Terms;
- The other party is subject to bankruptcy, insolvency, winding up or other similar events; and/or
- The result of laws, payment network rules, regulatory authority rules or guidance, or

any change in or any introduction thereof (or change in the interpretation or application thereof) means that it is unlawful or contrary to any such law, rules, order, or regulations for either of the parties to perform or give effect to any of its obligations hereunder and such obligation cannot be readily severed from these Terms.

31.5. Without prejudice to any rights that have accrued under these Terms or any of the party's rights or remedies, we may at any time terminate these Terms with immediate effect by giving written notice to you if:

- There is a change of control of you or you dispose of a substantial part of your assets.
- In this Clause, "control" means the possession by any person(s) or nominee(s) directly or indirectly of the power to direct or cause the direction of another person, and "change of control" is construed accordingly;
- We are unable to verify your information in the manner set out in these Terms;
- You are an individual and you die or you are a partnership and your partnership ends;
- We have reason to believe that your business and/or use of the MyeWire Services: damages, corrupts, degrades, destroys and/or otherwise adversely affects the MyeWire Services, or any other software, firmware, hardware, data, systems or networks accessed or used by you;
- There is a material change in the type of business activities you carry out;
- There is a significant fluctuation (either positive or negative) in the aggregate number of MyeWire Transactions you enter into;
- You and/or the MyeWire Users have acted or omitted to act in any way which we reasonably determine to diminish our business operations and/or reputation and/or goodwill and/or which we reasonably determine or suspect to give rise to any offence or any increased risk or liability to us; and/or
- We are unable to provide the MyeWire Services to you through the inability of any third party to provide us with any good and/or service that we require to provide the MyeWire Services to you.

31.6. Other actions we may take. If you have breached the terms of these Terms (including a breach of your obligation to pay us any amount owing), we are otherwise entitled to terminate these Terms, or we may:

- Suspend your use of the MyeWire Services (in whole or in part) in which case we will not treat any order for a Transfer that you may wish to make as being received by us;
- Report any MyeWire transaction or any other relevant information about you and your use of the MyeWire Services to the relevant regulatory authority, law enforcement agency and/or government department; and/or
- If appropriate, seek damages from you.

31.7. Termination of these Terms requires the closing of your MyeWire Account in accordance with Clause 19, "Closing Your Account". MyeWire will deal with your remaining balance in accordance with these Terms.

31.8. Any terms that by their nature should survive will survive the termination of these Terms.

## 32. WEBSITE

32.1. We grant you a non-transferable, non-exclusive license to use our website on the basis of this Agreement and subject to the Website Terms and Acceptable Use Policy. We do not sell our website to you. We remain their owners at all times and reserve all other rights.

## 33. MISCELLANEOUS

33.1. In order to use some of the products and services of MyeWire Services, you may be requested to accept additional terms and conditions applicable to the respective product or service.

33.2. To be eligible to use the MyeWire Services, you must:

- Pass our regulatory due diligence checks;
- Not be in breach of these Terms; and
- Not have had any previous MyeWire Accounts closed by us.

33.3. These Terms shall be governed by English law and any claim or dispute under these Terms shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales.

33.4. These Terms do not intend to confer any benefit on any third party and no third party shall have the right to enforce these Terms or any MyeWire Transactions.

33.5. The Electronic Money in your MyeWire Account belongs to the person or legal entity which is registered as the MyeWire Account holder. We recognise only the rights of the holder of the MyeWire Account. You cannot assign or transfer legal ownership of the MyeWire Account to anyone.

33.6. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your MyeWire Transactions, or for collecting, reporting, or remitting any taxes arising from any MyeWire Transactions. You hereby agree to comply with any and all applicable tax laws in connection with your use of the MyeWire Services, including without limitation, the reporting, and payment of any taxes arising in connection with MyeWire Transactions made through the MyeWire Services.

33.7. If we fail to enforce any of our rights under the Terms or applicable laws, it shall not be deemed to constitute a waiver of such right.

33.8. You may not transfer/assign or sell any rights or obligations you have under these Terms or otherwise grant any third party a legal or equitable interest over your MyeWire Account without our prior written consent. We reserve the right to transfer or assign these Terms or any right or obligation under these Terms at any time.

33.9. We may comply with any subpoena, levy, or other legal processes which we believe to

be valid. We may notify you of such a process electronically, by phone, or in writing.

33.10. MyeWire has the right to change any of its third-party service providers, including without limitation the Partner Banks, with or without notice.

33.11. MyeWire reserves the right but shall have no responsibility, to edit, modify, refuse to post, or remove any provider content, in whole or in part, that in its sole and absolute discretion is objectionable, erroneous, illegal, fraudulent, or otherwise in violation of these Terms.

33.12. Unless stated otherwise in these Terms, if any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

33.13. We do not provide advice and contracts on an execution-only basis. We may provide information to you from time to time electronically, via email, or phone, but we will not and do not provide advice to you either upon the merits of a proposed Transaction or upon any other matter. Before entering into any MyeWire Transaction you must make your own independent assessment as to whether it is appropriate to enter into a such transaction based upon your own judgment and upon such advice from such advisers as you consider necessary. It is an express term of every MyeWire Transaction which you enter into with us that you are not relying upon any communication (written or oral) made by us as constituting advice about or a recommendation to enter into such MyeWire Transaction. Foreign currency exchange rates are subject to fluctuations outside our control. Past movements or trends in the movement of foreign currency exchange rates should not be taken as an indicator of future movements in such exchange rates.

33.14. A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).

33.15. A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.

32.16. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

33.17. Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

33.18. These Terms shall be binding on, and ensure to the benefit of, the parties to these Terms and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

33.19. A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.

33.20. A reference to writing or writing includes email and the contact form available on the

Website.

33.21. A reference to writing or writing includes email and the contact form available on the Website.

33.22. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

33.23. These Terms shall be concluded and interpreted in the English language. If these Terms are translated into another language, it is for reference purposes only. All communications between the parties shall be in the English language.

33.24. Any reference to an English legal term for any action, remedy, method of a judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

33.25. A reference to these Terms or to any other agreement or document referred to in these Terms is a reference to these Terms or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of these Terms) from time to time.

33.26. References to Clauses are to the Clauses of these Terms.

33.27. Any words following the terms including, include, in particular, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

33.28. Additional Terms to these Terms are an integral part of these Terms, under which you and MyeWire agree on usage of specific services as defined in the Terms.