



# eZeeWallet

## Terms and Conditions

(Business accounts)

For public use

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### 1. Getting started

1.1. These Terms and Conditions (hereinafter “T&C’s”) are a contract between you and eZeeWallet (hereinafter referred to as “EZW”). They apply to your EZW account in addition to the Terms of Use of [eZeeWallet.com](https://eZeeWallet.com), our Privacy Policy and our Cookie Policy. Please read carefully all these legally binding documents and keep a copy or download a copy of them for your records and future reference.

1.2. By using your EZW account, you shall be deemed to have accepted and fully understood these T&C's, our Terms of Use of [eZeeWallet.com](https://www.eZeeWallet.com), our Privacy Policy and our Cookie Policy, and you agree to comply with them in your use of the EZW account.

## 2. Open an account

### 2.1. EZW account

2.1.1. Your EZW account is a **Business Account** into which you load funds in the form of E-Money, and you can utilise in accordance with these T&C's.

2.1.2. Your EZW account is not a bank account and we do not act as a trustee, fiduciary or escrow holder in respect of the Balance in your EZW account.

2.1.3. You may not open multiple accounts in your name. Unless, with our prior approval, we may allow you to also hold one Personal Account. Where you have such Personal Account these T&C's apply only to your Business Account and you should also read the separate T&C's applicable to your Personal Account. You may not have an account(s) in bogus name(s). In case you violate this requirement, we may without notice close any or all of the EZW accounts you have, or we reasonably suspect you have.

### 2.2. Apply for account

2.2.1. You can apply for EZW account at any time. In order to apply for EZW account you, as a representative of the Merchant must:

- (a) be at least 18 years old, or the age of majority, whichever is older, in your country of residence;
- (b) have full legal capacity to enter into a contract;
- (c) not be a resident of a Non-Supported Country;
- (d) maintain an active residential address, an e-mail address and a mobile phone number;
- (e) satisfactorily pass required validation and verification checks;
- (f) not have had any previous EZW account closed by us or be in breach of EZW T&C's.

2.2.2. The Merchant you represent must:

- (a) have full legal capacity to enter into a contract;
- (b) be duly incorporated in Supported Country;
- (c) be acceptable as a business model;
- (d) maintain an active business address, an e-mail address and a mobile phone number;
- (e) satisfactorily pass required validation and verification checks;
- (f) not have had any previous EZW account closed by us or be in breach of EZW T&C's.

2.2.3. We will review Merchant's application as soon as possible and your Business Account will remain in a pending status until we have completed such review and set your account active. We may also decline your application at our sole discretion.

2.2.4. At the time of your application or at any time in the future, in connection with your EZW account, including for the purposes of preventing fraud and/or money laundering:

- (a) we may ask you to provide documentary evidence to prove your and the Merchant's identity and address; and
- (b) we may perform electronic identity verification checks directly or using relevant third parties, such as an ID verification service.

2.2.5. Your EZW account will not be activated unless we have been provided with such information as we may require enabling us to identify you and the Merchant and comply with all applicable due diligence and anti-money laundering requirements.

2.2.6. We shall keep records of such information and documents in accordance with all applicable Regulatory Requirements.

## 3. Using your EZW account

### 3.1. Account functionalities

3.1.1. By logging into your EZW account, and where such functionality is supported on your EZW account, you will be able to:

- (a) link Funding Sources to your EZW account,
- (b) make transactions;

- (c) access information - check your Available Balance, check your transaction details and transaction history, including any applicable fees or any other lawful offsets associated with your transactions, check your account limits;
- (d) provide information - change your contact details (email, postal address, mobile phone number) and Security Information;
- (e) designate the roles of the users of EZW account;
- (f) initiate the process of creation of Personal Account for your Consumers;
- (g) provide your Consumers with eZeeWallet as a payment method.

#### Make transactions

**3.1.2.** Your EZW account enables you to make the following types of transactions:

**(a) Pay-ins (funding) transactions:**

- deposits – purchase E-Money and add them to your Account Balance;
- receipts – to receive payments from Consumers.

**(b) Pay-outs transactions:**

- payments – to execute payment transactions to your Consumers: (1) by using your EZW account and the Available Balance on it; or (2) by using a Funding Source previously used and stored on your EZW account to facilitate future payments;
- refunds – to withdraw funds from your EZW account to a Funding Source(s).

#### Access information

**3.1.3.** We will provide you with access to information regarding your EZW account in a way that will allow you to store and reproduce this information unchanged, e.g. by printing a copy.

**3.1.4.** You will be able to access information not older than 36 months.

**3.1.5.** You will be able to download electronic statements regarding your transactions and transaction history. We will not provide you with paper statements.

**3.1.6.** The information regarding your EZW account will be updated if there has been any activity on your account, including fees incurred or other lawful offsets charged.

**3.1.7.** We may charge you a fee for providing additional information or for providing it in a way different than as described herein.

#### Provide information

**3.1.8.** You are required promptly to update your account details if your/Merchant's name, address, email address, mobile phone number, Payment Card or bank account information changes.

### **3.2. Account status**

**3.2.1.** The status of your EZW account can be one of the following:

- (a) **No restrictions** – fully functional account; merchant is able to receive deposits and make payouts;
- (b) **Payouts suspended** – account with suspended payouts functionalities; funds cannot be transferred or withdrawn, still, deposits can be made by the consumer;
- (c) **Payments suspended** – no deposits, no withdrawals; the consumer will be able to log in and observe personal details and account information without being able to edit them;
- (d) **No login** – the merchant will not be able to log into their account due to risk and compliance fraud prevention measures. When account is set to “No login” the following message will appear on the logging page after the merchant enters the credentials: “Your account is currently suspended. Please contact our Customer Support for further assistance.”;
- (e) **Closed** – account which cannot be returned to active; the merchant will not be able to log into their account anymore.

### **3.3. Usage. Restricted activities**

**3.3.1.** You can use your EZW account if it is activated. Before you initiate any transaction, you must make sure that your Business Account is active.

**3.3.2.** You must only use your EZW account as a means to trade or run a business, unless with our prior approval. You may not permit persons other than the designated once to use your EZW account.

**3.3.3.** You shall not make your EZW account available to anyone else nor try to sell or transfer to anyone else the ability to use it. Regardless, if you allow access to your EZW account to another person(s), you shall be responsible for any transactions initiated by such persons.

**3.3.4.** You must not use our Service in a manner that is not in compliance with the provisions of the applicable Regulatory Requirements, Standards and these T&C's, including you must not:

- (a) provide false, inaccurate or misleading information or fail to provide us with reasonably required information;
- (b) use an anonymising proxy or access the Service from a Non-Supported Country;
- (c) act in a way that might undermine the credibility of eZeeWallet and/or the payment system as a whole;
- (d) use the Service to test Payment Cards behaviour;
- (e) refuse to cooperate in an investigation regarding your Business Account;
- (f) infringe intellectual property rights, rights of publicity or privacy.

#### **3.4. Currencies**

**3.4.1.** Your Business Account can be denominated in multiple currencies and you will be asked to choose them during the application process.

#### **3.5. Transactions**

**3.5.1.** Transaction means, as the context permits: deposits, receipts, payments or refunds (withdrawals).

**3.5.2.** Transactions may be restricted by your account type, usage patterns and payment risk profiles.

**3.5.3.** For anti-money laundering and anti-fraud reasons we are entitled to add or amend particular payment restrictions (limits) without notice and to the extent required to meet the provisions of respective Regulatory Requirements.

**3.5.4.** If your Transaction involves a currency conversion by us, it will be completed at a foreign exchange rate determined by a financial institution, which is adjusted regularly based on market conditions.

#### **3.6. Available balance**

**3.6.1.** The balance on your EZW account represents the available amount of E-Money and will be referred to as Available Balance in these T&C's. You will not receive interest or any other earnings on your available balance.

**3.6.2.** If for any reason a Pay-Out Transaction is processed, and the transaction amount exceeds your balance, you must repay us the amount of such excess immediately.

**3.6.3.** Where the aggregated amount you owe us exceeds the balance held on your EZW account, we may show your balance in negative figures as a reflection of the net amount you owe to us.

**3.6.4.** You agree that we may set-off the balance held on your EZW account with any applicable fees or any other lawful offsets that you owe us.

**3.6.5.** We shall be entitled to suspend the pay-out functionality of your account until you repay us all due amounts.

**3.6.6.** The Available Balance on your account represents the amount of E-Money that you can use for payments. Your Available Balance may be at zero and your EZW account will still remain open and functional.

**3.6.7.** If you make a Payment using the Available Balance on your EZW account, the Available Balance must be sufficient to cover the amount of the payment, including any applicable fees or any other lawful offsets (e.g. value added tax and any other taxes). We will not execute your Payment if you do not have sufficient Available Balance.

**3.6.8.** If you make a Payment using the balance on your Funding Source, the balance must be sufficient to cover the amount of the payment, including any applicable fees or any other lawful offsets. Your payment will not be successful if the balance on your Funding Sources not sufficient.

**3.6.9.** We may suspend any of your payments at our reasonable discretion considering the risks associated with the respective payment such as money laundering, terrorism financing, security breach, fraud, insufficient funds, etc.

## 4. Fund your EZW account

### 4.1. Initial funding

You may fund your EZW account by purchasing E-Money from us against payment of an equivalent amount made:

- (a) with a transfer from your bank account: or
- (b) with a debit from your Payment Card.

### 4.2. Funding sources

4.2.1. You can fund your EZW account using your Payment Card or your bank account (“**Funding Source**”).

4.2.2. You must keep your Funding Source information current. However, if this information changes, we may update it as directed by your Payment Card issuer or bank without any action on your EZW account.

4.2.3. We must verify that the Funding Source is valid and that you are its owner. For that purpose we will require you to confirm your Funding Source by such verification methods that we chose for that purpose.

4.2.4. By confirming your Funding Source, you provide us with a continuous authority to automatically charge that Funding Source for the necessary amounts in order to ensure sufficient Available Balance for your payments when initiating a payment or topping up your EZW account.

4.2.5. You can stop the continuous authority on a Funding Source by removing it from your EZW account.

### 4.3. Subsequent funding

4.3.1. You can fund subsequently your EZW account:

- (a) by using initial funding methods under 4.1.; or
- (b) by receiving payments in your account from your Consumers.

4.3.2. Third party’s funding of your EZW account is subject to restrictions.

### 4.4. Funding limits

4.4.1. The funding transactions (deposits and receipts) are subject to Limits. We are entitled to vary the Limits at any time and to decline any funding transaction at any time.

### 4.5. Additional provisions

4.5.1. For any deposit, you authorise us to obtain/receive on your behalf and from your chosen Funding Source the amount of the deposit (plus any applicable fees or any other lawful offsets), and then to fund your EZW account. All such fees will be made clear to you at the time of such deposit.

4.5.2. Whenever your EZW account is funded by using Payment Card, you agree that you will not chargeback, cancel, reverse or de-authorise the payment. Without limiting our rights or remedies, if you do chargeback, cancel, reverse or de-authorise a payment, you will be responsible for that funding. We will take all necessary steps to enforce collection of such payments, using all proof of identity and authorisation records that we have relating to you and that payment.

4.5.3. To secure your performance of this contract, you grant us a legal claim against the Available Balance on your EZW account as security for any amount you may owe to us. We may also recover amounts you owe us through legal means, including, without limitation, through the use of a debt collection agency.

## 5. Receive payments

5.1. You can receive payments and your account can be funded only by Personal individuals – your Consumers that are in a contractual relationship with us. We will allow only Personal individual(s) with an EZW Personal Account to initiate a payment(s) to your EZW Business Account.

5.2. Your EZW account cannot be funded with business-to-business fund transfers. You will not be able to receive payment from other Merchants.

5.3. If for any reason a received payment is invalidated, you will be liable to us for the full amount of the received payment, including any applicable fees or any other lawful offsets and we are entitled to debit your Available Balance with the respective amount.

## 6. Pay to Consumers

### 6.1. General provisions

**6.1.1.** Your funds shall be available to you on your EZW account at all times for the purpose of enabling payments to Consumers.

**6.1.2.** When you make a payment, you authorise us to transfer funds (E-Money) from your Available Balance to the account of the respective Consumer.

**6.1.3.** All payments made using your EZW account are subject to:

- (a) validity of the provided payment details;
- (b) sufficiency of Available Balance on your EZW account;
- (c) payment limits imposed by the participants of the Transaction (such as those imposed by us, by the PSP of the payee (Consumer), the issuer of the respective Payment Card used as Funding Source, the bank where you hold your bank account, etc.);

**6.1.4.** Some Consumers may not accept payment using EZW account. It is your responsibility to check with each of them. We accept no liability if a Consumer refuses to accept payment using EZW account.

**6.1.5.** If you authorise a payment in a currency other than the currency in which your EZW account is denominated, the amount deducted from your available balance will be the amount of the transaction converted to your EZW account currency using a foreign exchange rate determined by us, which is adjusted regularly based on market conditions. The rate will be set on the date the Transaction is processed and applied without notice.

## **6.2. Authorisation**

**6.2.1.** Online transactions must be authorised by you by entering your EZW credentials when required. You cannot withdraw your authorisation after having completed your payment.

**6.2.2.** After you authorise your payment, we will reduce with the amount of the Transaction plus any applicable fees or any other lawful offsets associated with it:

- (a) your Available Balance – for Payments made with your Available Balance; or
- (b) your Funding Source balance – for Payments made with the balance on your Funding Source.

## **6.3. Execution**

**6.3.1.** We will execute your payment subject to you providing us with:

- (a) your consent (confirmation);
- (b) valid details of the payee (Consumer);
- (c) valid details of your Funding Source;
- (d) any other information required for the processing of the payment.

**6.3.2.** The time it takes to execute your payment and debit the corresponding amount to your EZW account, respectively to your Funding Source depends on:

- (a) chosen method – whether you use your Available Balance or your Funding Source balance;
- (b) chosen Funding Source – Payment Card or bank account.

**6.3.3.** Whenever the chosen Funding Source is a Payment Card, once we receive the payment request from the Consumer's PSP, we will execute the payment within 2 business days.

**6.3.4.** Whenever the chosen Funding Source is a bank account, we will execute the payment within 5 business days.

**6.3.5.** We may refuse to execute a payment which could breach these T&C's or if we have reasonable grounds to suspect that you or any third party has committed or are planning to commit fraud or any other illegal or non-permitted use of our Service.

**6.3.6.** You agree that you will not hold us liable for any damages resulting from a payee's decision to decline your payment made via EZW service. In all cases of decline we will return the amount of the payment to your Available Balance, respectively to your Funding Source.

**6.3.7.** The executed payments are final and are irreversible save in the following circumstances and at our reasonable discretion:

- (a) where there is illegal activity involving your account; or
- (b) where you are in breach of these T&C's.

#### 6.4. Unauthorised transactions. Limitation of Liability

6.4.1. A transaction shall be considered unauthorised if you have not genuinely given your consent for the transaction to be made.

6.4.2. We recommend that you check your transaction history regularly via your EZW account. You must contact Customer Support as soon as possible and notify us, if you believe that a transaction has been made without your authorisation.

6.4.3. Once we have been notified and in order to limit any further losses, we may suspend your EZW account and suspend our Service in order to prevent further misuse of your account and whilst we investigate the misuse further.

6.4.4. You will not be held liable for any losses once you have notified us, unless we reasonably determine that you have acted fraudulently, in which case you shall be liable for all losses.

6.4.5. If our investigation shows that any disputed transaction was authorised by you, or you have acted fraudulently or with gross negligence (for example by failing to keep your security information secure), we may reverse any refund made and you may be liable for any loss eZeeWallet suffers.

#### 6.5. Transaction disputes

6.5.1. We recommend that if you are selling goods or services you have published the Terms and conditions under which you provide your goods/services, Fees, Return policy and Privacy policy on your website.

6.5.2. Your Privacy policy must indicate that all eZeeWallet transactions are subject to the eZeeWallet Privacy Policy.

6.5.3. If a transaction is disputed and you can't come to an agreement with your Consumer, and in all cases when you would like to dispute a transaction you need to contact your account manager.

6.5.4. We have the right to deny your dispute case by explaining our reasons.

### 7. Refunds

7.1. Upon your request we will refund at any time and at par value your unused Available Balance.

7.2. We will refund your Available Balance less any applicable fees or any other lawful offsets provided that your request for refund is made within the limitation period, as defined in article 7.3 and once:

- (a) we have received all the necessary information from you; and
- (b) all transactions and applicable fees and other lawful offsets have been processed;
- (c) you have not acted fraudulently or, with gross negligence or in such a way as to give rise to reasonable suspicion of fraud or gross negligence.

7.3. You may request refund of your balance, less any applicable fees or any other lawful offsets within **6 years** after the date of termination of our contract with you ("limitation period").

7.4. We will refund your balance within **30 days** of the date on which your refund request was received by transferring the amount to your Funding Source.

7.5. If, following the refund of your balance, any further transactions are found to have been made or fees and/or other lawful offsets incurred using your EZW account or we receive a reversal of any prior funding transaction, we will notify you of the amount and you must immediately repay to us such amount on demand as a debt immediately due.

### 8. Safeguarding measures

#### 8.1. Keep safe your account

8.1.1. You are responsible for **protecting** your EZW account and for maintaining adequate security and control of any and all, credentials, IDs (username), password(s) or any other data that you use to access your EZW account ("**Security Information**").

8.1.2. You will need your Security Information to use the functionality of your EZW account.

8.1.3. You are required not to share your Security Information with anyone and to keep it safe, and separate from your EZW account or any record you keep of it. This includes:

- (a) memorising any Security information as soon as you receive it, and destroying the communication used to transmit it to you;



- (b) keeping your Security Information secret at all times, including by not using any Security Information if anyone else is watching;
- (c) not disclosing your Security Information to any person.

**8.1.4.** You are recommended **to change** your password regularly and to use up to date virus, malware and spyware scanning software and firewall protection to reduce the risk of a security breach.

**8.1.5.** You must contact Customer Support as soon as possible and notify us, if:

- (a) you believe that there is any malfunction in the operation of your EZW account;
- (b) you believe that someone else knows your Security Information.

Once we have been notified, we will suspend your EZW account and suspend our Service as soon as possible. For security purposes we shall ask you to provide us with certain identifying details.

**8.1.6.** You agree to provide such help that we and any appropriate regulatory authorities may require in relation to investigation of any unauthorised access to your EZW account and Security Information.

**8.1.7.** Failure to comply with the provisions regarding Security Information may affect your ability to claim any losses should your EZW account be compromised.

## **8.2. Safeguarding of your balance**

**8.2.1.** Although you are not required to keep a balance on your EZW account, if you do have such, the funds representing that balance are segregated and pooled with funds representing the balance of other customers in an account held by us.

**8.2.2.** eZeeWallet offers you an E-Money product and although it is a product regulated by Financial Conduct Authority, it is not covered by any financial services compensation scheme.

**8.2.3.** No other compensation scheme exists to cover losses claimed in connection with the EZW account. This means that in the event that we become insolvent your funds may become valueless and unusable and as a result you may lose your money.

## **9. Suspending of an EZW account**

**9.1.** Suspending means any temporary termination of our Service which will mean you will be unable to use your EZW account.

**9.2.** Your EZW account may be suspended:

- (a) upon your request – e.g. due to the security breach;
- (b) at our reasonable discretion.

**9.3.** We may suspend your EZW account for objectively justified reasons relating to the security of your EZW account, the suspicion of unauthorised or fraudulent use of your EZW account. In such cases we shall inform you of the suspension of the account and the reasons for it, where possible, before the suspension and at the latest immediately thereafter, unless providing such information would compromise objectively justified security reasons or is prohibited by Regulatory Requirements.

**9.4.** We may suspend your EZW account for such period as may reasonably be required and at any time, without prior notice:

- (a) in the event of any fault or failure in the data information processing system;
- (b) if we reasonably believe that you have used or are likely to use our Service in breach of any provision of these T&C's or to commit any offence;
- (c) if we suspect that you have provided us with false or misleading information;
- (d) if we are not satisfied with any anti-money laundering or other investigations we have undertaken or if we suspect fraud;
- (e) by order or recommendation of any relevant governmental or regulatory body;

**9.5.** We shall unsuspend your EZW account once the reasons for suspension no longer exist and all eZeeWallet requirements are met.



## 10. Dormant account

**10.1.** If no transaction, including funding transaction, is made on your EZW account for a period of **twelve consecutive (12) months**, we shall regard that account as dormant.

## 11. Use of symbols

### 11.1. Licence

**11.1.1.** We and/or our affiliates and/or licensors own all right, title and interest, including all copyright, trademark and other intellectual property rights regarding eZeeWallet trademarks, trade names and logos (“eZeeWallet Symbols”), EZW Service and all components used in providing the EZW Service.

**11.1.2.** For the duration and strictly for the purposes of our contract with you, we hereby grant you a revocable, non-exclusive, non-transferrable, royalty free, worldwide licence to use, copy and distribute the eZeeWallet Symbols provided by us.

**11.1.3.** Nothing in these T&C’s shall be construed to grant you ownership of any of the eZeeWallet Symbols or any other intellectual property belonging to eZeeWallet.

**11.1.4.** You shall not make any claim of ownership over any eZeeWallet Symbols or any other intellectual property which have been directly or indirectly provided or made available to you in connection with these T&C’s.

**11.1.5.** We are entitled to revoke the licence you have been granted at any time and at our sole discretion. In such case you will immediately cease to use and/or display the eZeeWallet Symbols.

### 11.2. Display of the eZeeWallet Symbols

**11.2.1.** We will provide you with the appropriate artwork and samples of any materials or images bearing the eZeeWallet Symbols.

**11.2.2.** You should prominently display the eZeeWallet Symbols:

- (a) at your website(s) at the location where payment transaction may occur;
- (b) in the communications and marketing materials to indicate acceptance;
- (c) on approved media – websites, mobile platforms or applications, offline media platforms, etc.

**11.2.3.** Other acceptance marks, symbols, logos, or combination thereof may appear in the same communications and marketing materials or media with eZeeWallet Symbols, provided visual parity is maintained.

**11.2.4.** You shall not alter, add to, subtract from, or otherwise modify the eZeeWallet Symbols including proportions, colours, elements, nor animate, morph or otherwise distort the eZeeWallet Symbols perspective or appearance.

**11.2.5.** You shall not use and/or display the eZeeWallet Symbols:

- (a) in any manner that is inappropriate or that is in any way detrimental to us;
- (b) in your corporate name, trade name, e-mail address, social media network account names or domain names.

### 11.3. Registering of domain names, mobile or tablet applications

**11.3.1.** You shall not register (or apply to register) any domain name or mobile or tablet application similar to any used by, or registered in our name, in the name of other company part of emergentpay Group, or any other name that could be understood to designate eZeeWallet.

### 11.4. Bidding on eZeeWallet Symbols

**11.4.1.** You may not purchase or register keywords, search terms or other identifiers for use in any search engine, portal, sponsored advertising service or other search or referral service, which are identical or similar to eZeeWallet Symbols, or otherwise include the word “eZeeWallet” or any versions thereof, or include keywords on any of your website(s) without our prior authorisation, likewise you may not use our marks in HTML coding (including but not limited to “meta tags”, “meta descriptions”, “meta content”, “page titles” and “titles”).

## 12. Marketing activities

**12.1.** Each media and all communications and marketing materials with regard to your acceptance of eZeeWallet as payment method including but not limited to, printed materials and copies or electronic versions of websites and mobile applications, websites, welcome letters, consumer applications, press releases must be reviewed and approved by us prior to the launch or subsequent modification of any marketing campaign.

**12.2.** All communications and marketing materials must refer prominently to the offering of eZeeWallet exclusively as an e-wallet and not position any offering as anything other than a means of payment.

**12.3.** Each communication with your Consumers must clearly refer to the eZeeWallet T&C's.

**12.4.** All communications and marketing materials must be clear and truthful and not reflect poorly on eZeeWallet.

**12.5.** You shall ensure that all links whether graphic or text from your website to the requested part of eZeeWallet's website shall operate correctly. In the event that any link fails you shall take steps to correct the problem within a reasonable period of time.

**12.6.** We may **terminate** this contract with immediate effect, if we determine, in our sole discretion, that your **marketing methods** are not suitable for any of, but not limited to, the following reasons:

- (a) inclusion of content on your website(s) that we deem is in any way unlawful, immoral or unethical;
- (b) your website(s) are designed to distribute or promote any form of malware (spyware, adware, trojans, viruses, worms, spybots, keyloggers, etc.);
- (c) you take any action that could reasonably cause any end-user confusion as to our relationship with you or any third party, or as to Service we offer;
- (d) your website(s) are designed to marketing the use of our Service to any persons who are less than 18 years of age;
- (e) deliberately market the use of our Service to individuals located in any territory which we do not service.

## 13. Termination. Account disclosure

**13.1.** Each media and all communications and marketing materials with regard to your acceptance of eZeeWallet as payment method including but not limited to, printed materials and copies or electronic versions of websites and mobile applications, websites, welcome letters, consumer applications, press releases must be reviewed and approved by us prior to the launch or subsequent modification of any marketing campaign.

**13.2.** All communications and marketing materials must refer prominently to the offering of eZeeWallet exclusively as an e-wallet and not position any offering as anything other than a means of payment.

**13.3.** Each communication with your Consumers must clearly refer to the eZeeWallet T&C's.

**13.4.** All communications and marketing materials must be clear and truthful and not reflect poorly on eZeeWallet.

**13.5.** You shall ensure that all links whether graphic or text from your website to the requested part of eZeeWallet's website shall operate correctly. In the event that any link fails you shall take steps to correct the problem within a reasonable period of time.

**13.6.** We may **terminate** this contract with immediate effect, if we determine, in our sole discretion, that your **marketing methods** are not suitable for any of, but not limited to, the following reasons:

- (a) inclusion of content on your website(s) that we deem is in any way unlawful, immoral or unethical;
- (b) your website(s) are designed to distribute or promote any form of malware (spyware, adware, trojans, viruses, worms, spybots, keyloggers, etc.);
- (c) you take any action that could reasonably cause any end-user confusion as to our relationship with you or any third party, or as to Service we offer;
- (d) your website(s) are designed to marketing the use of our Service to any persons who are less than 18 years of age;
- (e) deliberately market the use of our Service to individuals located in any territory which we do not service.

## 14. Limitation of liability

**14.1.** We shall only be liable to you for loss or damage caused directly and reasonably foreseeable by our breach of this contract and our liability in these circumstances is limited as set out in the articles below.

**14.2.** To the fullest extent permitted by applicable Regulatory Requirements our total liability under or arising from your contract with us shall be limited as follows:

- (a) where your EZW account is faulty due to our default, our liability shall be limited to replacement of the account or, at our choice, repayment to you of your Available Balance;
- (b) where sums are incorrectly deducted from your balance due to our fault, our liability shall be limited to payment to you of an equivalent amount; and
- (c) in all other circumstances of our default, our liability will be limited to repayment of the amount of your Available Balance.

**14.3.** We shall not be liable:

- (a) if you are unable to use the Service or any of your EZW account functionalities for any fault or failure beyond our reasonable control and which we are unable to overcome by the exercise of reasonable diligence;
- (b) if your EZW account is compromised, unless it is reported to us without undue delay;
- (c) where you have acted fraudulently or with gross negligence;
- (d) for any acts or omissions of third parties, including:
  - if a Consumer refuses to accept a payment via eZeeWallet;
  - for the goods or services that are purchased with your EZW account.

**14.4.** Nothing in these T&C's shall exclude or limit either party's liability in respect of death or personal injury arising from that party's negligence or fraudulent misrepresentation.

## 15. Communication

### Your contact details

**15.1.** We shall contact you regarding any matter relating to EZW Service using the contact details (your email, postal address and/or mobile phone number) you provide to us.

**15.2.** [The email and postal address](#) you notify to us on your registration for your account is also the address to which we will send any correspondence.

We may communicate with you about your account and EZW Service electronically.

You will be considered to have received a communication from us, if it's delivered electronically, 24 hours after the time we post it to our website or email it to you.

You will be considered to have received a communication from us, if it's delivered by postal mail, 3 Business Days after we send it.

**15.3.** [The mobile phone number](#) you notify to us on your registration for your account is also the number to which we and our affiliates may contact you using autodialed or prerecorded calls or text messages to:

- (a) service your accounts;
- (b) investigate or prevent fraud; or
- (c) collect a debt.

We will not use autodialed or prerecorded calls or texts to contact you for marketing purposes unless we receive your prior express consent.

We may share your mobile phone number with service providers with whom we contract to assist us with the activities listed above, but we will not share your mobile phone number with third parties for their own purposes without your consent.

You do not have to agree to receive autodialed or prerecorded calls or texts to your mobile phone number in order to use our Service.

You understand and agree that, to the extent permitted by the applicable Regulatory Requirements, we may, without further notice or warning, monitor or record telephone conversations you or anyone acting on your behalf has with us or our agents for quality control and training purposes or for our own protection.

You acknowledge and understand that while your communications with us may be overheard, monitored, or recorded not all telephone lines or calls may be recorded by us, and we do not guarantee that recordings of any particular telephone calls will be retained or retrievable.

**15.4.** You must notify us immediately of any change in your contact details (your email, postal address and/or phone number(s)) using your EZW account. We may ask to verify your new address and shall request relevant proof. You will be liable for any loss that directly results from any failure to notify us of such changes.

#### Our contact details

**15.5.** You may contact us regarding any matter relating to EZW Service using the “Contact Us” section on the website [www.eZeeWallet.com](http://www.eZeeWallet.com). Unless you are communicating with us about a matter where we have specified another notice address, written notices to eZeeWallet must be sent by postal mail to our operational office in Bulgaria, 1407, Sofia, 53V Nikola Vapzarov Blvd. 4<sup>th</sup> Floor.

### **16. Complaints**

**16.1.** If you are unhappy in any way with your EZW account or the way it is managed or have any other complaints in connection with EZW account, please tell us first by using our contact details so we can investigate the circumstances for you.

**16.2.** We will endeavour to deal with any complaints you may have quickly and fairly and will notify you of the outcome of our investigation.

**16.3.** If you are not satisfied with the outcome, you may take the complaint to the Financial Conduct Authority in the UK.

**16.4.** For complaints that cannot be resolved otherwise, you submit it the non-exclusive jurisdiction of the English courts arising out of or relating to the contract or the provision of our Service without prejudice to your right to also initiate a proceeding against us in that context before the competent courts of England and Wales.

### **17. Fees**

**17.1.** The EZW Service we offer under these T&C’s will incur event and transaction fees as set out in our Fees information document, which we will amend from time to time.

**17.2.** We may charge you **event fees**, such as:

- (a) funding fee;
- (b) inactivity (dormant account) fee.

**17.3.** We may charge you **transaction fees**, such as:

- (a) transaction processing fee;
- (b) currency conversion fee.

**17.4.** We will deduct all applicable fees and any other lawful offsets due by you to us from your Available Balance. If there is no Available Balance or the due amount exceed the Available Balance, you must pay us the excess immediately.

**17.5.** Your use of your EZW account may also be subject to other applicable fees, rules and regulations such as those of any relevant bank. Where your transaction involves third party costs you remain liable for the latter and they will be deducted from your Available Balance or otherwise charged to you. It is your responsibility to check whether any such additional fees apply, as they cannot be refunded once the transaction has been made.

**17.6.** Reference to a currency (e.g. EUR or USD or GBP) shall mean that amount or the currency equivalent in which your EZW account is denominated.

### **18. Miscellaneous**

#### **18.1. Representations and warranties**

**18.1.1.** You represent and warrant to us that you are not acting on behalf of, or for the benefit of, anyone else.

**18.1.2.** You are solely responsible for understanding and complying with any and all Regulatory Requirements of your jurisdiction that may be applicable to you and your use of EZW Service.

## 18.2. Personal data

**18.2.1.** We are the data controller for the personal data provided under these T&C's and we will process personal data given to us in connection with your EZW account in order to provide you with EZW service.

**18.2.2.** We may check your personal data with other organisations, and obtain further information about you in order to verify your identity and comply with applicable money laundering and governmental regulations. A record of our enquiries will be left on your file. In accordance with our Privacy Policy and applicable legislation, we may provide personal data supplied by you to certain named third parties (including data processors) for the purpose of performing our obligations and exercising our rights under these T&C's, including third parties located outside the European Economic Area where different data protection standards may apply. We may also disclose your personal data as required by the applicable Regulatory Requirements or any relevant governmental or regulatory authority.

**18.2.3.** We may use your personal data for marketing purposes and for market research purposes, in accordance with applicable legislation and our Privacy Policy.

**18.2.4.** By agreeing to these T&C's, you acknowledge and agree to our processing of your personal data as described hereunder and implied by our Privacy Policy.

## 18.3. Entire agreement

**18.3.1.** These T&C's and any documents referred to in it, constitute the whole contract between you and us and supersede any previous arrangement, understanding or agreement relating to the subject matter the T&C's cover.

**18.3.2.** You and we acknowledge and agree that in entering into this contract neither relies on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this contract or not) relating to the subject matter of this contract, other than as expressly set out in these T&C's.

## 18.4. Agreement changes

**18.4.1.** The up-to-date version of these T&C's will always be available on [eZeeWallet.com](https://eZeeWallet.com) and you are advised to review them again prior to initiating any transaction.

**18.4.2.** We may update or amend these T&C's (including the Fees) at any time. Any changes will be communicated to you via e-mail sent to your primary e-mail address registered with your EZW account and by posting a notice on [eZeeWallet.com](https://eZeeWallet.com).

**18.4.3.** Unless we expressly give you a different effective date, the changes to the T&C's shall take effect **two (2) months after** they have been communicated to you, unless you have notified us of your objection to the proposed changes before they take effect. In this case we reserve the right to terminate the provision of our Service by giving you two (2) months' prior notice. Your right to close your EZW account at any time without incurring additional charges remains unaffected.

**18.4.4.** We shall take your continued use of EZW Service after the expiry of the notice period as your acceptance of such changes as have been notified. If you do not wish to be bound by such changes you must stop using EZW Service and terminate this contract.

**18.4.5.** Changes to these T&C's that do not require prior notice and shall come into effect immediately, if so stated in the change notice, are:

- (a) changes that make these T&C's more favourable to you or that have no effect on your rights;
- (b) changes to the spending limits of your EZW account that are necessary in order for us to comply with legal requirements; you can always check your spending limits by logging into your EZW account;
- (c) changes to the fees and currency exchange rates.

### 18.5. Assignment

**18.5.1.** You shall not assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under these T&C's.

**18.5.2.** We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under these T&C's.

### 18.6. No partnership or agency

Nothing in these T&C's is intended to or shall operate to create a partnership between you and us, or authorise either you or us to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

### 18.7. Waiver

**18.7.1.** A waiver of any right under these T&C's is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

**18.7.2.** Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

**18.7.3.** Unless specifically provided otherwise, rights arising under these T&C's are cumulative and do not exclude rights provided by law.

### 18.8. Governing law

These T&C's and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.

### 18.9. Statutory information

eZeeWallet is the DBA (doing business as) name of emerchantpay Ltd., a company organised and existing under the laws of England and Wales and having its registered office at Essell, 29 Howard Street, North Shields, Tyne and Wear, NE30 1AR, London, United Kingdom.

emerchantpay Ltd. is duly authorised and regulated by the Financial Conduct Authority under the Electronic Money Regulations 2011 (Reg. No. 900778) for the issuance of electronic money and provision of payment services.

### 18.10. Definitions and interpretation

**18.10.1.** In the Agreement the following definitions will apply, unless the context otherwise required:

<b>Available Balance</b>	represents the amount of E-Money available on your EZW account that you can use for payments, subject to the terms of these T&C's;
<b>Card Scheme</b>	means each of the card payment systems – VISA or MasterCard;
<b>Consumer</b>	means the user of your products or services;
<b>E-Money</b>	means electronically stored monetary value issued on receipt of funds for the purpose of making payment transactions;
<b>EZW credentials</b>	mean the e-mail address and the password that you use to login into your EZW account;

<b>Financial Liabilities</b>	mean any claims, losses, liabilities, penalties, costs, expenses, charges or damages (including reasonable legal fees);
<b>Limits</b>	means any limitation to deposit, receipt, store or withdrawal amounts to or out of your EZW account;
<b>Merchant</b>	means a legal entity that conducts sale of products/goods or services electronically and receive payments via eZeeWallet based on Transactions that occur at its e-commerce web site;
<b>Non-Supported Country</b>	means a country to which eZeeWallet do not provide Service. The list of Non-Supported Countries is available on <a href="http://eZeeWallet.com">eZeeWallet.com</a> and is subject to changes;
<b>Party</b>	each party under the Agreement – eZeeWallet and the Cardholder - may be individually referred as a “Party”;
<b>Payment Card</b>	means credit card or debit card;
<b>PSP or Payment Service Provider</b>	any provider of services that enables payments;
<b>Regulatory Requirements</b>	means any law, statute, regulation, order, judgement, decision, recommendation, rule, policy or guideline passed or issued by parliament, government or any competent court;
<b>Security information</b>	as defined in art. 8.1. of eZeeWallet T&C’s; means all Credentials, IDs (username), passwords, or any other data that you use to access your account;
<b>Service, our Service, EZW Service</b>	Issuance of e-money and provision of services closely related to the issuance of e-money that enables you to make payments and to receive payments from third parties;
<b>Standards</b>	means all applicable rules, regulations and operating guidelines issued by the Card Schemes as updated from time to time;
<b>Transaction</b>	means, as the context permits: deposits, receipts, payments or refunds (withdrawals);
<b>We, Us, Our</b>	mean the company which provides the Service to you as defined in art. 18.9 of eZeeWallet T&C’s.

**18.10.2.** Headings are for convenience only and shall not affect the construction or interpretation of the T&C’s substance.

**18.10.3.** Some capitalised terms have specific definitions, as provided in 18.10.1. or otherwise in the text of these T&C’s.

**18.10.4.** Unless the contrary intention appears, words in the singular include the plural and vice versa; words importing the masculine gender include the feminine and neuter and vice versa.

**18.10.5.** Any phrase introduced by the term “included”, “including”, “etc.” or any similar expression will be construed as illustrative only and will not limit the sense of the words preceding that term.