

## PAYSEND PLC TERMS OF SERVICE

These Terms of Service apply to the use of your Paysend Wallet. You must read them carefully. You may request a copy at any time.

You understand and confirm that by accepting these Terms of Service during the Paysend registration process on our Website, you agree to abide by these Terms of Service concerning your use of the service, and you also agree to our Privacy Policy which forms part of these Terms of Service.

If there is any part of these Terms of Service you do not understand or wish to clarify, please contact us.

### 1. Your Wallet

(a) The Wallet enables you to pay for goods and services and to transfer funds to bank cards of third parties using your bank cards (also hereinafter - "funding source"), linked to the Wallet.

(b) You can view the transactions carried out in your Wallet on our Website or via the Mobile App.

### 2. Regulatory Information

(a) Wallet services are provided by Paysend PLC. Although they are regulated by the Financial Conduct Authority (<http://www.fca.org.uk>), the Wallet and the related payment services are not covered by the Financial Services Compensation Scheme. No other compensation scheme exists to cover losses claimed in connection with the Wallet.

(b) Your Wallet is not issued by a bank. No interest will accrue or be paid on balances held on your Wallet.

### 3. Contacting us

(a) If you have any questions about these Terms of Service, or any of your dealings with Paysend, you should contact us either in writing or by telephone.

(b) If you want a copy of these Terms of Service or any of the other legal documents that relate to the Wallet you should send an email with your request to [help@paysend.com](mailto:help@paysend.com). We will deal with your enquiry promptly.

(c) If you have any knowledge or suspicion that your Wallet, or any password, has been misappropriated or otherwise compromised, please send an email to [fm@paysend.com](mailto:fm@paysend.com).

### 4. Eligibility

(a) To apply for or use our Wallet you must:

(i) be at least 18 years old;

(ii) register for the Wallet in accordance with the instructions set out on the registration page of our Website including indicating your agreement to be bound by these Terms of Service;

(iii) not be in breach of any of these Terms of Service;

(iv) not be a holder of an operational Wallet or a blocked/suspended Wallet with us;

(v) not be a holder of a Wallet that was previously closed by us; and

(vi) not be a resident of any country to which we do not provide the Wallet Service.

## 5. Applying for your Wallet

(a) To become a customer, you must apply for a Wallet by providing all of the information requested on the registration page of our Website or mobile application (hereinafter – “Website”). You must not apply for more than one Wallet.

(b) You must not provide any false, inaccurate, incomplete or misleading information.

(c) You may not be able to use the Wallet or any part of its functionality until you have passed our identity and security validation and verification checks, and provided information requested in accordance with anti-money laundering regulations and our internal policies. You will have to enter the following information into the relevant fields of our application form: full name, date of birth, residential address, mobile phone number, and e-mail address. Your information will be automatically uploaded into our records, and your personal details will be automatically screened against the following sanctions lists:

(i) lists administered by the Office of Foreign Assets Control (OFAC), including without limitation, the Specifically Designated Nationals and Blocked Persons list; (ii) Her Majesty’s Treasury Department – UK (HMT); (iii) European Union sanctions (EU); and (iv) United Nations sanctions (UN);

(d) You must link your funding source to your Wallet by following the instructions provided in the interface of the Website. You must not attempt to link a funding source that is not in your name and/or does not belong to you.

(e) Any transaction initiated by the Customer will require the Customer to provide: the funding source details, the transaction amount, and the recipient’s full name and bank card details. If a transaction amount or a cumulative amount of the transactions made by you exceeds a threshold established by us from time to time, you will have to provide us with some additional documents and information to our full satisfaction, as will be determined by us in our sole discretion. Such documents and information will include, without limitation, clear color photos or scan copies of your identification documents, the documents confirming your residence address, and such other documents as we may request in our sole discretion.

(f) We will accept the following valid documents for the purposes of verification of your identity: current signed passport; an EEA National ID card; a National ID card bearing your photograph (non-EEA); a current UK issued travel document; a Home Office Immigration and Nationality Directorate application card; a full UK/EU driving license (Old or new style); a residence permit issued by the Home Office to EEA nationals on sight of own country passport; or such other document as specified on our Website and/or accepted by us. We will accept the following valid documents for the purposes of verification of your residence address: utility bill (gas, electric, satellite, television, landline phone bill) issued within the last three months; local authority council tax bill for the current council tax year; bank, building society or credit card statement or passbook dated not older than three months, verified by the issuing organization; current UK/EU Driving license (if not used as proof of ID); original mortgage statement from a recognized lender for the last full year; or council or housing association rent card or tenancy agreement for the current year; or such other document as specified on our Website and/or accepted by us. The documents will have to be uploaded by you into our system using a relevant function in the interface of the Website, and they will be scanned by our specific software to verify, that the documents satisfy the applicable standard format, MRZ-code is verified, and the photo was not graphically altered. If the photos or scan copies of the documents, do not pass the technical screening described above, the transaction will be refused, and you will be denied from using our services.

(g) We retain the right to request any additional documents and/or information regarding you, your transaction(s) and/or sender and/or recipient of funds of your transaction. We will decide in our sole

discretion whether the documents and/or information provided are sufficient to allow you to use our services or any part thereof.

(h) We will request an update or confirmation of your information and documents, kept in our files, as frequently as needed for us to follow our internal policies and to comply with the applicable laws and regulations.

(i) We may check all personal and identity verification information you give us with credit reference or fraud prevention agencies and other organizations. These agencies may keep a record of your information and the searches made. However, we do not perform a credit check and any search is for identity purposes only and will be recorded as such.

(j) We shall keep records of the information and documents we received from you in accordance with all applicable legal and regulatory requirements.

(k) Your Wallet can be denominated in EUR, USD or GBP, chosen by us based on the country code of your mobile phone number during the application process.

(l) We will review your application as soon as possible. It remains in our sole discretion whether we issue a Wallet to you. If your application is approved, we will advise you as soon as possible.

## 6. Using Your Wallet

### 6.1. Wallet's Functionality

(a) You may use your Wallet only for personal purposes. The Wallet cannot be used for business related activities unless specifically authorized by us. You may request the business use authorization by sending a message to our customer support service.

(b) Upon successful registration of your Wallet, you will be able to, subject to the payment of any applicable Fees and compliance with these Terms of Service:

- (i) transfer funds to bank cards and/or bank accounts of third parties using your Wallet; and
- (ii) pay for goods and services provided by Merchants.

### 6.2. Transaction Limits

Your Wallet may be subject to limits associated with loads and transactions.

### 6.3. Permission

When you are using your Wallet, you permit us to receive a transfer of funds on your behalf and deduct any applicable Fees from those funds for our own account. You should check all the Fees which apply to your use of the Wallet. These are set out in the Fees and Limits Table on our Website.

### 6.4. Transactions

(a) The Wallet enables you to undertake transactions online. We impose Limits on these transactions as set out in the Fees and Limits Table.

(b) You can access information on any transaction you have made by accessing your Wallet through our Website and the Mobile App. This will provide you with detailed information including the Fees you have

paid in relation to any transaction. If you should require it, we can also confirm the maximum time it will take for any transaction you have initiated to be executed.

(c) We will deduct the value of your transactions and any applicable Fees from your funding source at the time of the transaction. If you make a transaction, any applicable Fees will be added to the amount of the transaction so that the total sum of your transaction amount plus the applicable Fees will be deducted from your funding source.

(d) If you are attempting a transaction or redeeming funds in excess of the available balance on your funding source at the time the request is made plus any applicable Fees, then your request will not be processed.

(e) In the unlikely event, for any reason whatsoever, a transaction is completed when there are insufficient funds on your funding source (a "Shortfall"), the Shortfall shall be reimbursed by you unless it is due to an error on the part of the Merchant. In these circumstances, we may seek the Shortfall from the Merchant.

(f) Where the Shortfall must be reimbursed by you, you will be required to Load funds immediately to reimburse the negative balance. Until we are reimbursed the Shortfall amount, we may suspend your Wallet. If we believe the Shortfall has been created intentionally this will be treated as potential Fraud.

#### 6.5. Transaction History

(a) You may check your transaction history by logging into your Wallet on our Website or via the Mobile App. We will update your transaction history near real-time. Your transaction history will show:

(i) the amount of the transaction shown in the currency in which the transaction was paid and debited to your funding source;

(ii) the foreign exchange rate used for currency conversion where applicable;

(iii) the amount of Fees for the transaction;

(iv) the date the transaction is authorised or posted.

#### 6.6. Expiry, Cancellation, Closure and Suspension

(a) Your Wallet does not expire and will remain valid until cancelled by either you or us. Your Wallet will be cancelled automatically if it stays inactive for eighteen (18) consecutive months.

(b) You may close your Wallet at any time by giving a notice to us in writing via email or post.

(c) When your Wallet is cancelled, we will immediately block your Wallet so it cannot be used. You will remain liable for all obligations relating to your Wallet even after your Wallet has been closed. Closing your Wallet does not mean that we delete the personal data that we hold on you and we will continue to store such data, including the history of your transactions for a minimum period of 5 years as required by law.

(d) If you close your Wallet you will no longer be able to use any of the functionality of the Wallet.

(e) We may terminate these Terms of Service and close your Wallet by giving you a two months' notice by email for any reason.

(f) We may close your Wallet and terminate these Terms and Condition immediately upon notice to you given via email or over the phone:

- (i) if you breach an important part of these Terms of Service, or repeatedly break these Terms of Service and fail to resolve the matter in a timely manner;
- (ii) if you act in a manner that is threatening or abusive to our staff, or any of our representatives;

(g) We may at any time suspend, restrict or cancel your Wallet's functionality and terminate these Terms and Conditions, or refuse to reactivate your Wallet if:

- (i) we are concerned about the security of your Wallet;
- (ii) we suspect your Wallet is being used in an unauthorized or fraudulent manner;
- (iii) we suspect that your funding source is not issued in your name and/or belongs to a third party;  
or
- (iv) we need to do so to comply with the law.

We will tell you as soon as we can before we do this if possible or otherwise immediately afterwards, giving our reasons, unless letting you know would compromise reasonable security measures or be otherwise unlawful. We will reactivate your Wallet or replace it with a new one without undue delay after the reasons we suspended, restricted or cancelled its use cease to exist. We may also cancel these Terms of Service or suspend your Wallet immediately if we believe it is deliberately being used by you to commit fraud or for other illegal purposes. If we do this, we will tell you as soon as we are permitted to do so.

(h) We may refuse to process a transaction:

- (i) if sufficient funds are not loaded on your funding source at the time of a transaction to cover the amount of the transaction and any applicable Fees;
- (ii) you fail to pay applicable Fees;
- (iii) if we have reasonable grounds to believe that you are acting in breach of these Terms of Service;
- (iv) if we believe that your transaction is suspicious or potentially illegal (for example, if we believe that your transaction is being made fraudulently); or
- (v) because of errors, failures (whether mechanical or otherwise) or refusals by Merchants.

(i) If we refuse to process a transaction because we think it is suspicious or potentially illegal, where we are permitted to do so by applicable law we will contact you by phone. If we refuse to process a transaction for any other reason, we will inform you by email without undue delay and in any event by the end of the next Business Day, giving our reasons and explaining how you can correct any information we hold that led to us refusing to process the transaction, unless informing you would compromise security measures or be unlawful.

## 6.7. Disputes with Merchants

If you have any disputes about purchases made using your Wallet, you should settle these with the Merchant you bought the goods or services from. We are not responsible for the quality, safety, legality or any other

aspect of any goods or services purchased with your Wallet. Remember that once you have used your Wallet to make a purchase we cannot stop that transaction.

#### 6.8. Fees

- (a) The Fees applicable to your Wallet are set out in the Fees and Limits List on our Website.
- (b) Fees will be deducted from your funding source.
- (c) If you make a transaction that requires one or more currency conversions (for example because your Wallet or your funding source is denominated in a currency that is different from the currency in which the recipient's card is nominated), we apply the foreign exchange rate set out in our system on the day of the Transaction, that will be displayed in the interface and that you will need to agree to before completing the Transaction.
- (d) The exchange rate applicable to each transaction currency conversion is determined by us and depends on the time at which a transaction is executed.

#### 6.9. Unlawful Activity

- (a) You are prohibited from using your Wallet for the purposes of legalization of the illegal proceeds, illegal activities, illegal trade, and any other transactions made in violation of the applicable laws.
- (b) You will use all reasonable efforts to prevent using your Wallet for illegal trade, illegal financial transactions, or legalization of illegal proceeds.

#### 7. Rewards Program

- (a) You have a right to participate in the Paysend Rewards Program on the terms and conditions set out in this Section 7. You will receive a promotional code (hereinafter – “Code”) in the interface of your Wallet that you will be able to pass to another person who is interested in using Paysend services and becoming our customer or a customer of our partner, Non-banking credit organization «Clearing house of the Samara currency interbank exchange» - joint-stock company, a Company registered under the laws of the Russian Federation having its registered address at Soviet Army St. 238 B, 443011 Oktyabrsky District of Samara, Samara Region, Russia (hereinafter – “NKO”). You can pass the Code to an unlimited number of persons.
- (b) We will open and maintain a rewards account for you that will store the information about your rewards balance. Rewards will be denominated and accrued on your rewards account in a funding currency that will be determined by us in our sole discretion depending on your country of residence, your funding source, and other factors (hereinafter – “Funding Currency”). A reward is not e-money and simply represents a piece of information about potential benefits that you may be entitled to subject always to these Terms and Conditions. The rewards cannot be used as a means of payment until you cash out your rewards in accordance with clause 7(e) below. Your rewards represent a certain discount for our services that we are willing to grant to you for promoting our services to third parties. Your rewards balance doesn't have an expiration date and will remain available for as long as you remain our customer.
- (c) If our new customer or a new customer of NKO (hereinafter – “New Customer”) enters the Code at the registration stage you will receive a notification in the interface of your Wallet. The New Customer will automatically receive his/her own promotion code and we will open for our New Customer a rewards account. Our New Customer will receive a reward in the amount of One British Pound (£1.00), One Euro and Fifty cents (€1.50) or Two U.S. Dollars (\$2.00) on his/her rewards account automatically depending on such New Customer's Funding Currency.

(d) You will receive rewards for the first twelve (12) remittances made by the New Customer within the first twelve (12) months after the New Customer's registration with Paysend in the amount of One British Pound (£1.00), One Euro and 50 cents (€1.50), or Two U.S. Dollars (\$2.00) per each funds transfer. For the avoidance of doubt, only fund transfers made to other individuals (not merchants or entities) are qualified for rewards.

(e) You will be entitled to cash out your rewards in your Funding Currency on the following terms and conditions:

(i) funds will be transferred to your bank card;

(ii) the minimum transaction amount will be Five British Pounds (£5.00), Five Euro (€5.00), or Five U.S. Dollars (\$5.00); and

(iii) the transaction amount will not exceed Eighty-Eight British Pounds (£88.00), One Hundred Euro (€100.00), or One Hundred and Seventeen U.S. Dollars (\$117.00).

(f) You will not be able to accumulate rewards for more than Eighty-Eight British Pounds (£88.00), One Hundred Euro (€100.00), or One Hundred and Seventeen U.S. Dollars (\$117.00) per calendar year unless you have properly passed our customer due diligence procedures, including without limitations those mentioned in clauses 5(c), 5(f), and 5(g), in which case you will be entitled to accumulate up to Five Hundred British Pounds (£500.00), Five Hundred Sixty-Five Euro (€565.00), or Five Hundred NinetyNine U.S. Dollars (\$599.00) on your rewards account per calendar year.

(g) You are solely responsible for your tax liability which may arise from your participation in the Paysend Rewards Program. We are not your tax agent and we will not deduct or pay any taxes due to be paid by you from the rewards amount received by you in any tax reporting period.

## 8. Security, unauthorised and incorrectly executed transactions

### 8.1. Security

(a) If you have any indication or suspicion that your Wallet, password, or other security details are lost, stolen, misappropriated, used without Authorisation or otherwise compromised, you should change your password and contact us immediately. Any delay in notifying us may result in you being liable for any losses.

### 8.2. Identity

(a) It is your responsibility to keep your identification, security information, password, security questions and answers and other information specific to your Wallet confidential and never disclose them to anyone. Should another person gain access to your Wallet by passing all identification and security validation and verification checks, we may be entitled to treat any transaction or other transaction conducted by that person as valid and Authorised by you and may not be responsible for any loss or damage you may incur as a result.

(b) If you think a transaction was not Authorised by you has been processed or has been incorrectly executed you must contact us without undue delay on becoming aware of it and at the very latest within 13 months of the debit date. You may be required to complete and return a declaration form to us promptly. We will refund any unauthorised transaction without undue delay and restore your Wallet to the state it would have been in if the unauthorised transaction had not taken place immediately unless we have any reason to believe that the incident may have been caused by your breach of these Terms of Service, your gross negligence or if we have reasonable grounds to suspect that it has been caused by your fraudulent activity.

(c) When you notify us of an incorrectly executed transaction we will investigate the circumstances. If you ask us to, we will make immediate efforts to trace the transaction and will notify you of the outcome. We are liable for the correct execution of the transactions and any charges and interest that you have to pay as a consequence of the non-execution of the transaction unless we can prove that the transaction was received by the intended recipient. If our investigation shows that the amount of the transaction was not received by the intended recipient, we will refund the difference to you without undue delay and restore your Wallet to the state in which it would have been had the defective payment transaction not taken place. We are not liable to you if you incorrectly identify the intended recipient, including any Merchant, under a transaction, but in such a case we will make reasonable efforts to recover the funds involved.

### 8.3. Investigations

If our investigations show that a transaction reported by you as unauthorised or incorrectly executed was in fact 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 and all loss we suffer from your use of the Wallet.

## 9. Privacy

(a) In applying for the Wallet and using it, you agree that we can use your personal information in accordance with our Privacy Policy. Our Privacy Policy is on our Website, and includes details of the personal information that we collect, how it will be used, and who we share it with.

(b) By using the Wallet at Merchants to make a payment, you also consent to the use of your personal information as required to execute the payment in accordance with regulatory requirements. Depending on where you use your bank card, this may include a processing of your information outside of the European Economic Area.

## 10. Our Liability

(a) Any liability on our part in connection with these Terms of Service shall be subject to the exclusions and limitations set out in this Section.

(b) Unless otherwise required by law or as set out in these Terms of Service, we will not be liable to you in respect of any losses you or any third party may suffer in connection with the Wallet as a result of our actions or inactions which were not a foreseeable direct consequence of our actions or inactions, so we shall not be liable for indirect consequences.

(c) We will not be liable for the goods or services that you purchase with your Wallet.

(d) From time to time, your ability to use your Wallet may be interrupted, e.g. when we carry out maintenance. If this happens, you may be unable to:

(i) load your Wallet; and/or

(ii) use your Wallet to pay for purchases; and/or

(iii) obtain information about the funds available in your Wallet and/or about your recent transactions.

(e) Where sums are incorrectly deducted from your Wallet our liability shall be limited to payment to you of an equivalent amount.



(f) In all other circumstances our liability will be limited to repayment of the amount of the available balance on your Wallet at the time the liability arose.

## 11. Complaints

(a) If you are unhappy in any way with your Wallet or the way it is managed or have any other complaints in connection with it, please tell us first by contacting us so that we can investigate the circumstances for you.

(b) We will endeavor to deal with your complaint quickly and fairly and will notify you of the outcome of our investigation.

(c) If you would like a copy of our internal complaint handling procedures then please request a copy from us.

(d) If, at the end of the procedures, you are still unhappy, you can refer your complaint to the Financial Ombudsman Service (FOS) at Exchange Tower, London E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123 and e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

## 12. Your Details

(a) You must let us know as soon as possible if you change your name, address, phone number or email address. If we contact you in relation to your Wallet, for example, to notify you that we have cancelled your Wallet, we will use the most recent contact details you have provided to us. We will not be liable to you if your contact details have changed and you have not told us.

(b) We may send communications and notices to you at the phone number or email address you provided to us during the registration process (or as updated subsequently by you). Any and all communications and notices by either party under these Terms of Service by e-mail shall be deemed given on the day the message is sent, unless the sending party receives an electronic indication that the message was not delivered.

## 13. Changes to these Terms of Service

(a) We may find it necessary to change these Terms of Service from time to time and will notify you at least 2 months in advance of the date on which the changes are due to take effect. We will notify you by sending you an email advising that we have posted details of the changes on our Website.

(b) Your continued use of the Wallet after the date the changes take effect (as notified to you) shall constitute your acceptance of such changes to these Terms of Service. You may review the current Terms of Service at any time on the Website.

(c) Should you wish not to be bound by any new Terms of Service, you must tell us that you do not agree to the change within the two months otherwise you will be deemed to have accepted the new Terms of Service. We will treat such a notice from you as notification that you wish to terminate this agreement. In such circumstances we will close your Wallet as soon as practicable.

## 14. Assignment

These Terms of Service are personal to you and you may not assign or otherwise transfer your rights and obligations under them. We may assign or transfer the benefit and burden of these Terms of Service to another entity at any time, on giving you a two months' prior notice of this. If we do this, your rights will not be affected.

## 15. Governing Law and Language

(a) These Terms of Service shall be governed by the laws of England and Wales. All disputes arising out of or relating to these Terms of Service shall be resolved by the English Courts, except where European Union legislation requires a specific dispute to be resolved by the courts of another jurisdiction.

(b) This Agreement is concluded in English. All communications with you will be in English.

## 16. Other General Information

(a) These Terms of Service are subject to amendment, modification or deletion if required by, or found to be in conflict with, applicable law or regulation, without affecting the validity or enforceability of the remaining Terms of Service.

(b) These Terms of Service constitute the entire agreement between the parties with respect to the subject matter of them and supersede and replace any and all prior agreements between us.

(c) Our failure to exercise or enforce any right under these Terms of Service shall not be deemed to be a waiver of any such right or operate to bar the future exercise or enforcement of such right at any time.

(d) The rights and remedies available to us in these Terms of Service are cumulative and are in addition to any other right or remedy available to us at law or in equity.

(e) We may engage the services of one or more affiliates, subsidiaries, agents or subcontractors in order to fulfil our obligations.