

# ONLINE MONEY TRANSFER SERVICES – TERMS AND CONDITIONS FOR CARD-TO-CASH & CARD-TO-CARD TRANSACTIONS

**Latest Version issued on: 17th of August 2020**

The use of the **KORONAPAY EUROPE** Mobile Application, is governed by the present Terms and Conditions. Carefully read and understand Our Terms and Conditions before You accept them. By downloading the App and making use of the Services provided on it, you declare being aware of the present Terms and Conditions and having accepted them.

## **1. These Terms and Conditions**

- 1.1 These Terms and Conditions apply to Your access and govern the use of the Services available in the **KORONAPAY EUROPE** Mobile Application and constitute a contractual offer between **KORONAPAY EUROPE** (hereafter referred as “**Us/Our/We**”) and the User or Sender (hereafter referred as “**You/Yours/User**”).
- 1.2 These Terms and Conditions tell You who We are, how We will provide the Services to You, how these Terms and Conditions may be changed or terminated and also provide information on the scope of our obligations to You, as well as limitations and exemptions from our liability to you for damage that You may suffer as a result of using Our Services.
- 1.3 **You accept these Terms and Conditions** and You hereby declare and expressly recognize that You have carefully read, understood and explicitly agreed with the content of all the Terms and Conditions version applicable on the day of acceptance by completing the information required to make a money transfer and pressing the ‘*Send*’ button on the App confirming acceptance of these Terms and Conditions and of Our Privacy Policy Your acceptance of these Terms and Conditions and the version of these Terms and Conditions thus accepted by You are kept and archived by Us in our computer systems in a tamper proof, safe and reliable manner. We recommend that You store or print-off a copy of these Terms and Conditions (including all policies) for Your records.
- 1.4 Once You have confirmed Your mobile phone number, the **KoronaPay Dashboard** will be available to You.

- 1.5 These Terms and Conditions are provided to You and concluded in the English language and all instructions and transactions carried out in connection with it shall be in English.
- 1.6 By completing and consenting to the information required to make a money transfer and by accepting these Terms and Conditions You instruct Us to execute a specific money transfer. Every individual and specific money transfer constitutes a separate agreement between KoronaPay Europe and Yourself and is limited to the execution of the specific money transfer. For the avoidance of any doubt, these Terms and Conditions and/or any part hereof, do not constitute a framework contract governing the future execution of individual and successive payment transactions for the purpose of the EU Payment Services Directive (EU) 2015/2366 or any implementation of that directive in the EU or EEA. You shall inform the Receiver of the money transfer accordingly.
- 1.7 These Terms and Conditions, together with other legal terms and legally required disclosures relating to the use of the KoronaPay Services will be provided to You, at all times on the KoronaPay Website and the App (on the "Legal Agreements" page). This information may also be sent to You or appear in places on the App or otherwise where relevant to the use of the Services.
- 1.8 We reserve the right to make changes to these Terms and Conditions from time to time and You will be asked to confirm Your agreement with the latest version of the Terms and Conditions applicable at the time You press the ‘Send’ button on the App. The then in force Terms and Conditions shall apply to the corresponding specific Order placed at the time. A specific Transaction already executed will not be impacted if changes to the Terms and Conditions take effect after the date the said Order has been placed.

## 2. Definitions

Our Terms and Conditions use the following definitions:

- "Bank Card"** refers to a Mastercard credit card, a Maestro debit card or a Visa International credit card or a debit card
- "Card Issuer"** refers to the issuer of a Bank Card
- "Business Day"** refers to a day that is not a Saturday or Sunday and on which Banks are open for general business in the Republic of Cyprus.
- "Bank Transfer"** refers to the electronic sending of money (‘wire transfer’) from the User’s bank account to Our bank account.

- "Dashboard"** means the personal virtual space of each User of the KoronaPay Services. The Dashboard is used to manage the User Account and use the Services. It is accessible by entering the valid mobile phone provided by the User upon subscription to the KoronaPay Service coupled with the input of one time password provided to the User via a text to his mobile phone.
- "E-statement"** means a complete list of transactional activity within the User Account shown on Dashboard on the App. It may also contain personal offers and important information on the service.
- "Order"** means either the Bank Transfer - to - Cash or the Card-to-Cash, or the Card-to-Card money transfer that may be initiated by the Sender through the App.
- "Partners/ Financial Institutions/Banks"** means any of Our Partners **"Prohibited Purpose"** refers to any unlawful purpose; including but not limited to, making or receiving payments for gambling services, gambling chips or gambling credits; or to sending a payment to Yourself as the Receiver in order to evidence financial soundness for fraudulent purposes; or creating more than one profiles; or sending or receiving money on behalf of someone else; or to any other activities that are prohibited by our policies as amended from time to time.
- "Receiver"** refers to the person named as the beneficiary of the money transfer.
- "Sender"** refers to You / User when you initiate a money transfer via the Services.
- "Services"** means the Card-to-Cash money transfer and the Card-to-Card money transfer services which We provide through the KoronaPay Mobile Application.
- "Transaction"** refers to any money transfer that is carried out by the Sender through the Services and which receives the MTCN as defined below.
- "Funding Currency"** means the currency in which we charge Your Bank Card with. The available Funding Currency can be seen on the App at the moment of an initiation of an Order.
- "Transaction Currency"** means the currency in which You as the Sender wish the Recipient to receive the transfer in. Available Transaction Currencies can be seen on the App at the moment of initiation of an Order.

**"KORONAPAY EUROPE", "KoronaPay", "We", "Our" or "Us"** refers to KoronaPay Europe Limited and includes KoronaPay Europe Limited affiliates or agents insofar as these assume operations which otherwise would have to be performed by KoronaPay Europe Limited in order to provide the Services.

**"KoronaPay Mobile Application" or "App"** means the mobile application software "KoronaPay Money Transfer: Send & Receive Worldwide" available to download from the Google Play Market on the link [<https://play.google.com/store/apps/details?id=ru.tsk.ftc.bender.qpay>] and the App Store [<https://apps.apple.com/ru/app/perevody/id1117334497>] through which You can access the Dashboard and use the Service.

**"KoronaPay User Account" or "User Account"** means Your KoronaPay User Account that You set up when You visit the App in order to use Our Services. A User Account is not a bank account. KoronaPay is not allowed to and doesn't open any bank accounts for its customers. User account is a User profile, which contains some basic information about the User and his settings in relation to the Services.

**"Website"** refers to the webpage, including but not limited to [www.koronapay.eu](http://www.koronapay.eu).

**"You", "Yours", "Your" "Yourself" or "User"** refers to every and any person using the Services through the App as a Sender.

### **3. ABOUT US**

3.1. The Services are offered by **KORONAPAY EUROPE LIMITED**, a company registered and incorporated under the Laws of Cyprus with registration number HE 375955 and having its registered office at 89 Georgiou A Street, MAIROZA YIATROS COURT, 3<sup>rd</sup> Floor, CY-4048 Limassol, Cyprus.

3.2 **KORONAPAY EUROPE LIMITED** is licensed and supervised by the Central Bank of Cyprus ("CBC") with license number 115.1.3.30 to operate as an Electronic Money Institution in accordance with the Electronic Money Law of 2012, as amended from time to time. More information about the CBC is available on the Internet at [www.centralbank.gov.cy](http://www.centralbank.gov.cy).

- 3.3 You may obtain information about the addresses and hours of operation of our Partners. Financial Institutions and Banks and local representatives by calling this telephone number +357 22 009070/accessing our website at: [www.koronapay.eu](http://www.koronapay.eu)
- 3.4 You can contact Us by telephone +357 22 009070 or email Us at [help@koronapay.eu](mailto:help@koronapay.eu).

#### **4. YOUR USER ACCOUNT**

- 4.1 In order to use Our Services, You will need to register for a User account (the ‘User Account’), You must be at least 18 years old to register and use the Services.
- 4.2 You register for a User Account and You get access to the Dashboard on the App by providing to Us Your mobile phone number.
- 4.3 Following receipt of Your mobile phone number, You will receive an instant SMS on Your mobile containing a one-time password to be used to access the Dashboard on the App.
- 4.4 We may, in Our sole discretion, refuse to open a User Account for You. You may only open one User Account.
- 4.5 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.
- 4.6 We are required by law to request proof of identification prior to opening Your User Account. Your User Account will be activated as soon as (i) authentication of Your details has been processed and verified by Us and (ii) You have completed at least one Transaction.
- 4.7 You shall proceed with the first Transaction within one (1) month from the registration for Your User Account, otherwise the said User Account may be considered as ‘inactive’ and shall be up to Our sole discretion on whether to terminate the said Account or not.
- 4.8 User Account is classified as Dormant if, subsequent to the activation of User Account no Transactions are carried out in relation to the Account by or on the

instructions of User for a period of six (6) months. This period may be re-adjusted each time on a case by case basis in accordance with Our discretion. If the User Account is classified as dormant then it will be frozen immediately, and You will not be permitted to undertake any further Transaction in such an account.

## 5. OUR SERVICES

5.1 To initiate a Transaction, You must set up Your payment Order from Your User Account on the Dashboard either through the App. Your Transaction may either be:

(a) **“Card – to – Cash Order”** which is a payment order where You indicate that You wish to send a fixed amount from Bank Card to the Receiver who will be able to receive the amount at any of the designated Partners / Financial Institutions /Banks.

(b) **“Card – to - Card Order”** which is a payment order where You indicate that You wish to send a fixed amount from Your Bank Card to the Receiver who will receive the amount in their designated Bank Card.

(c) **“Bank Transfer - to - Cash Order”** which is a payment order where You indicate that you wish to send a fixed amount from Your bank account, subject always to the terms and conditions in place with your bank, through Our bank account to the Receiver who will be able to receive the amount at any of the designated Partners / Financial Institutions / Banks.

To initiate an Order via Your User Account, You need to provide certain information to Us. The type of information to be provided will depend on the amount of the money transfer with minimum of: full name, date of birth, phone number, email and address of permanent residence. The type of information to be provided about the Receiver will depend on the country of destination of the money transfer and its local legislation with the minimum of full name and phone number.

5.2 Each money transfer is given an individual transaction number, the Money Transfer Control Number or "MTCN". Once We have received Your Order, We will send a confirmation by email. MTCN is secure information and You are responsible for keeping this safe and ensure You do not disclose this information to third parties. The MTCN can be recovered by sending Us an email at [help@koronapay.eu](mailto:help@koronapay.eu) or by calling Us at 357 22 009070.

5.3 You must make sure that the information You provide when placing an Order is true and 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. In most cases it's possible to amend some Receiver's data until the money transfer is paid out.

- 5.4 Subject to statutory or regulatory requirements We may place limits on the amounts You may send per Transaction. For information on the applicable limits, please visit Our App.
- 5.5 Before You confirm a Transaction, We will provide You with the foreign exchange conversion rate that will be applied to Your Transaction (where applicable) and the Transaction Fees We will charge for the Transaction. We will also provide You with the exact amount the Recipient will receive after currency conversion and deduction of the Transaction Fees.
- 5.6 When Your Card-to-Card Order or Card-to-Cash Order is received, and subject to statutory or regulatory requirements, We undertake to make funds available for collection by the Receiver at the latest at the end of such Business Day following the day on which the funds were received ("**Day of Receipt**"). For this purpose, the moment of receipt is the moment when We receive the funds to be transferred and the associated Transaction Fees. If the point in time of receipt is after 5pm on a Business Day or not on a Business Day, the funds shall be deemed to have been received on the following Business Day. In addition, We carry out verification checks, and such checks may increase the time it takes to process Your Order. We cannot be responsible for any delays as a result of carrying out those checks or for any delays caused from relying on service providers and/or banks that carry out their own verification checks.
- 5.7 When Your Bank Transfer -to- Cash Order is received, and subject to statutory or regulatory requirements, We will make funds available for collection by the Receiver at the latest at the end of such Business Day following the day on which the funds were received ("**Day of Receipt**"). For this purpose, the moment of receipt is the moment when We receive the funds to be transferred and the associated Transaction Fees in Our bank account as this is specified in Our App. If the point in time of receipt is after 5pm on a Business Day or not on a Business Day, the funds shall be deemed to have been received on the following Business Day. In addition, We carry out verification checks, and such checks may increase the time it takes to process Your Order. We cannot be responsible for any delays as a result of carrying out those checks or for any delays caused from relying on service providers and/or banks that carry out their own verification checks.

- 5.8 When Your Bank Transfer -to- Cash Order is created on Our App, You will be provided with the payment details and relevant instructions. The payment details will include Our IBAN details of Our bank account, the BIC ('Bank Identification Code'), and a unique reference number, that is connected to the created wire transfer and to You. In order for Us to be able to match the created Order and the payment that is settled to Our bank account, when You create the wire transfer You must input this reference number into the relevant field in Your online banking wire transfer request with Your bank. When You create the wire transfer we will expect to receive the payment from You within the next three (3) Business Days from the day of the Order. If the payment doesn't arrive, We will cancel the created Order, and notify You accordingly. In case the funds arrive after three (3) Business Days from the Order, We will automatically refund it. In case where Your name does not match with the name of the payer on the Order or the wire transfer amount does not exactly match with the amount inputted in Our App, We will automatically return the wire transfer back to You.
- 5.9 For a Bank Transfer-to-Cash Order, the funds will only be paid out in cash if the Receiver provides adequate proof of his or her identity in addition to MTCN required by Us. The funds will be collected by the Receiver that We or Our Partners /Bank deem entitled to receiving the money following verification of the identification documents.
- 5.10 For Transactions relating to money transferred (i) to a state outside the EEA or (ii) subject to a multiple currency conversion between the Euro and a non-Euro currency of a member state of the European Union or an EEA member state or (iii) which is not to be paid out in Euro, the funds are made available for collection by the Receiver at the latest at the end of the fourth (4<sup>th</sup>) Business Day after the Day of the Order.
- 5.11 For a Card-to-Cash Order, the funds are normally available for collection within minutes, subject to the business hours of the respective Partner location. For some countries, the service may be delayed, or other restrictions may apply. If You require further information, please contact the telephone number stated in Clause 3.3 of these Terms and Conditions.
- 5.12 For a Card-to-Cash Order, the funds will only be paid out in cash if the Receiver provides adequate proof of his or her identity in addition to MTCN required by Us. The funds will be collected by the Receiver that We or Our Partners /Bank deem entitled to receiving the money following verification of the identification documents.

- 5.13 Applicable law prohibits money transmitters from doing business with certain individuals or countries; We are required to screen all Transactions against lists of names provided by the governments of the countries and territories in which We do business, including but not limited to the Financial Action Task Force (FATF), the US Treasury Department's Office of Foreign Assets Control (OFAC), the European Union and the UN. If a potential match is identified, We research the Transaction to determine if the name matched is indeed the individual on the relevant list. For this purpose, We are entitled to request from You or the designated Receiver additional details and proof of identification which may cause the Transaction to be delayed. This is a legal requirement for all Transactions processed by Us.

## **6. TRANSACTION FEES**

- 6.1 Written information explaining how We charge You for making a Transaction and the exchange rate used, where applicable, is available on the App and is shown to You prior to placing an Order and before the Transaction is completed.
- 6.2 The total amount (the amount of the Transaction, the fees of the Transaction and other applicable fees and charges) (collectively called the 'Transaction Fees') that you will be required to pay and the relevant exchange rate will be displayed clearly on the App before you are asked to confirm your Transaction. Proceeding with the Transaction at this point is entirely optional.
- 6.3 You shall bear all the Transaction Fees due to complete the Transaction unless applicable law in the destination country requires otherwise. In certain cases, the Services may be subject to local taxes and service charges. In some cases, the Receiver may incur additional fees for receiving the Sender's funds.

## **7. FOREIGN EXCHANGE - CURRENCY CONVERSION**

- 7.1 We will inform you of the applicable exchange rate as soon as You place Your Order.
- 7.2 We apply the foreign exchange rate set out in Our system at the moment of the Transaction, that will be displayed on Our App and that You will need to agree to before completing the Transaction.
- 7.3 The exchange rate which will be applicable to each currency conversion is determined by Us and depends on the particular time and date at which a Transaction is executed.

- 7.4 These exchange rates may fluctuate from time to time in accordance with fluctuations in international exchange rate markets
- 7.5 When You pay for a Transaction in Funding Currency and the Recipient is paid in Transaction currency, there will be a difference between the exchange rate at which We buy foreign currency and the exchange rate provided to You.
- 7.6 We will not be held responsible for the currency exchange rate that will be applied if the Receiver chooses to receive a currency other than the Transaction Currency You have selected.
- 7.7 Changes to exchange rates shall come into effect immediately without notice.
- 7.8 We assume no liability relating to costs which the Sender or the Receiver incur together with the exchange rate used for the conversion into non-local currencies or for any actions or omissions on behalf of our Partners.
- 7.9 We will not be held responsible for the exchange rate applied for a Card to Cash Order, in case where Your Bank Card is connected to a bank account denominated in a currency that is different from the Funding Currency and / or for a Card to Card Order where the Receiver's card is denominated in a currency that is different from the Transaction Currency.

## **8. CONFIRMATION OF PAYMENT**

When a payment is made using the KoronaPay User Account, You will receive an automatic notification via electronic means (including email and push notifications) stating the status of the transaction.

## **9. ACCOUNT E-STATEMENTS**

- 9.1 All Transactions related to the User Account (irrespective whether these were initiated by You, received, cancelled, blocked or otherwise) shall be shown on the e-statement established in real time.
- 9.2 You can view the e-Statement on the App via the Dashboard. You shall have access to e-Statements which show all transactions on Your User Account.

## **10. OUR RESPONSIBILITY TO YOU**

- 10.1 We will provide to You the Services in accordance with these Terms and Conditions in the form of single payments and We undertake to exercise reasonable care in

doing so and act always in accordance with the applicable laws and regulations of the Republic of Cyprus.

- 10.2 We are not obliged to accept any Order to execute any Transaction and we will not be liable in any way for declining any such instructions or for withdrawing, terminating or restricting our Services to You in any way. These Terms and Conditions will apply to any Order we choose to accept.
- 10.3 We may be liable to You where we perform a Transaction for You that You did not authorize Us to perform (**unauthorized Transactions**) or where We made a mistake or an error in performing a Transaction You authorized Us to perform. We will refund the payment amount including all Transaction Fees deducted by Us at Your request, promptly, but at the latest by the end of the Business Day following the day on which We were notified that the Transaction concerned has not been authorized or otherwise became aware of the unauthorized Transaction. In case there are reasonable indications of a fraudulent activity by You or Prohibited purpose of the Order and money transfer, Our obligation to refund You will be suspended, pending further investigation, and such investigation will be undertaken promptly.
- 10.4 You will be liable up to a maximum amount of EUR 50 for losses that result:
- (a) from unauthorized Transactions resulting from the use of lost, stolen or otherwise missing transaction data and information; or
  - (b) from Your misuse of transaction data.
- 10.5 You will not be held liable under clause 10.4 if it was not possible for You to detect such loss, theft or misuse of the transaction data and personal information or if such loss was caused by an employee or agent acting on Our behalf or by a service provider we have appointed.
- 10.6 You may be liable for all losses caused by any unauthorized Transactions in cases where You have acted with fraudulent intent or contributed to the misuse of transaction data intentionally or through grossly negligent conduct.
- 10.7 **We are not responsible and assume no liability for:**
- (a) any loss or damage that is caused by force majeure or that is not foreseeable;
  - (b) malfunctions in communication facilities which cannot be reasonably considered to be under Our control and that may affect the accuracy or

timeliness of short message service (SMS), e-mail or any other message You send to Us;

- (c) any losses or delays in transmissions of SMS, e-mail or any other message arising out of the use of any internet access service provider or caused by any browser or other software which is not under Our control;
- (d) the services provided by Your Card Issuer;
- (e) viruses originating from third parties;
- (f) any unauthorized use or interception of SMS, e-mail or any other message or information prior to reaching the App; or
- (g) any unauthorized use of or unauthorized access to data in conjunction with Your User Account or Your Transactions which We process unless such use or such access is the result of Our negligence.

**10.8 We are under no obligation towards You to initiate or execute a Transaction if:**

- (a) We are unable to obtain sufficient evidence of Your identity;
- (b) We have reason to believe that the Transaction information is incorrect, unauthorized or forged;
- (c) You have provided Us with wrong or incomplete information, or We do not receive Your Transaction information in a timely manner in order to guarantee the timely execution of the requested Order; or
- (d) Your Card Issuer does not authorize the use of Your Bank Card to pay for the Transaction and the Transaction Fees.

10.9 We have the right to refuse to provide the Services to You either partially or in full in cases where providing the Services would constitute a violation against any of Our regulations (including regulations aimed at preventing fraud, money laundering or financing terrorism) and/or against applicable law, court order or requirements of a regulatory or government authority or any other body having jurisdiction over Us or, if We consider such a step necessary to protect Our own interests.

- 10.10 We shall make all efforts to maintain an optimum quality for Our services and to employ all reasonable means available to Us to ensure access to the Services and to the App. We cannot however guarantee continued, uninterrupted access to all Services. We may suspend, withdraw, discontinue or change all or any part of our Services without notice. As a result, We shall not be held liable for any delay and/or non-accessibility to the Services and the App rendering the execution of a payment impossible or in the event of a partial or wrong execution, where they result from factors not foreseeable and beyond the reasonable control of KoronaPay.
- 10.11 You are informed that KoronaPay may from time to time suspend access to the App to all or some of its Services:
- (i) to enable repairs, maintenance, addition of functions,
  - (ii) in the event of suspected attempt at piracy, embezzlement or any other impairment risk,
  - (iii) following requests or instructions from authorized persons or authorities.
- 10.12 As far as possible, and unless prohibited by law or regulations, We may give You reasonable notice of any suspension of access to the App. We shall under no circumstances be held liable for damages, if any, arising from these suspensions.

## **11. YOUR RESPONSIBILITY TOWARDS US**

- 11.1 You declare that You will pay to Us the Transaction Fees for every Transaction which You initiate via Our App.
- 11.2 You must settle the basic amount of a Transaction plus the Transaction Fees with the same payment instrument that is used for the execution of the Transaction itself. You consent to the basic amount of the money transfer plus the Transaction Fees for the respective Transaction being cleared by your bank. Prior to the payment You will be notified of the precise amount which We will clear with your Card Issuer.
- 11.3 You are aware and acknowledge the following:
- (a) The information provided in order to place an Order and execute a Transaction is true, accurate, current and complete;

- (b) You must share the information provided to Us depending (e.g. your name, amount of money, name of the Receiver) and the MTCN with the Receiver only. You are obligated to ensure that no third party can gain unauthorized access to this information. We recommend that You transfer money only to beneficiaries that you know personally; You shall not use the Services for illegal or any Prohibited Purposes;
  - (c) Within the framework of Our Services You will not place Orders or execute Transactions which violate these Terms and Conditions or any other restrictions of use or terms of use as set forth on the App; and
  - (d) You are personally responsible for keeping Your User Account access data safe.
- 11.4 In the event of loss, theft, copy or the misuse of any Transaction data You must immediately contact Customer Support (call +357 22 009070 or email [help@koronapay.eu](mailto:help@koronapay.eu)) and notify Us. Until the moment when We are notified by You, You are liable for any loss or damage that is the result of the improper use of the Transaction data if You pass such information to any person other than the Receiver of the money transfer or if You facilitate the improper use of the payment instrument with fraudulent intent or violate Your duty of care intentionally or with gross negligence.
- 11.5 You consent to notifying Us immediately of any unauthorized use of Your User Account data or of any other breach of security to Your User Account, by telephone +357 22 009070 or email [help@koronapay.eu](mailto:help@koronapay.eu). Once You have informed Us of the unauthorized use of Your User Account data, We will immediately take all reasonable measures to prevent any further use of this information. Prompting these measures does not make Us liable for any loss or damage that are the result of Your failure to comply with Your duty to keep your Account information safe.
- 11.6 Unless You have acted with fraudulent intent, You are not liable to Us for the following:
  - (a) For losses resulting from unauthorized Transactions that You notified Us promptly and in any event within thirteen (13) months from the date of the unauthorized Transaction; or
  - (b) In cases where We failed to ensure that Our contact facilities were available to You for the purposes of making a notification of the unauthorized Transaction promptly and in any case within thirteen (13) months from the date of the unauthorized Transaction.

- 11.7 You acknowledge that We may forward any particulars about You and about the Services that We provided to You if necessary, to regulatory or government authorities or their bodies if:
- (a) We are obligated by law to do so; or
  - (b) We are of the opinion that such a disclosure may assist in the prevention of fraud, money laundering or other crimes.
- 11.8 You are informed and acknowledge that We will make reasonable efforts to verify Your identity. In this respect We may commission other service providers in order to verify Your identity and information provided by You.
- 11.9 You shall, on a regular basis, check the accuracy of transactions carried out in Your User Account by reviewing the history of transactions mentioned in Your e-statement.
- 11.10 It is for You to ensure, under Your own responsibility, that the settings for the email filter system (anti spam or other) or the status of the inbox (any capacity restriction) allow You to receive emails sent automatically by the KoronaPay System.
- 11.11 You are solely responsible for the protection of your computer or Mobile hardware and You undertake to keep your User Account data confidential.
- 11.12 You are informed that You are subject to the obligation to declare all the income or relevant information to tax or administrative authorities to which You are liable. Under no circumstances shall We be held liable for this type of declaration.

## **12. RIGHT TO RESCIND OR CANCEL AN ORDER**

You have the right to rescind or cancel an Order that was placed through the App provided the money transfer has not been paid out to the Receiver. In case of such a cancellation the Transaction Fees will not be refunded.

## **13. CUSTOMER SERVICE**

If You detect or encounter problems on the App, You may contact Our Customer Service by telephone +357 22 009070 or email [help@koronapay.eu](mailto:help@koronapay.eu).

## **14. MANAGING OF PERSONAL DATA**

- 14.1 We will use and process Your personal information as described in Our Privacy Policy which you must read carefully.
- 14.2 We will keep Our Privacy Policy up to date to reflect changes in data processing. You are able to obtain a copy of the current Privacy Policy by visiting [[https://koronapay.eu/transfers/en/Documents/Privacy\\_Policy.pdf](https://koronapay.eu/transfers/en/Documents/Privacy_Policy.pdf)]. So In case of any substantial changes we will notify you in advance.

## **15. INTELLECTUAL PROPERTY**

- 15.1 While You are using Our Services, You may use the Our Materials, as such term is defined below, only for Your personal use and solely as necessary in relation to those Services.
- 15.2 "**Our Materials**" include any software (including without limitation the App, developer tools, sample source code, and code libraries), data, materials, content and printed and electronic documentation (including any specifications and integration guides) developed and provided by Us or Our affiliates to You, or available for download from Our Website and the App. You may not, and may not attempt to, directly or indirectly:
- (a) transfer, sublicense, loan, sell, assign, lease, rent, distribute or grant rights in the Services to any person or entity;
  - (b) remove, obscure, or alter any notice of any of Our trademarks, or other "intellectual property" appearing on or contained within the Services or on any Our Materials;
  - (c) modify, copy, tamper with or otherwise create derivative works of any software included in Our Materials; or
  - (d) reverse engineer, disassemble, or decompile the Our Materials or the Services or apply any other process or procedure to derive the source code of any software included in the Our Materials or as part of the Services.

## **16. CONFIDENTIALITY**

- 16.1 You undertake to maintain strict confidentiality concerning all technical and commercial information or information of any other nature which You were to obtain knowledge of in connection with the use of the Services. The same applies to the different documents given to You by Us and the price information provided to You.
- 16.2 This confidentiality obligation shall remain applicable for the duration of the use of the Services and for a period of 5 years after the termination of the use of the Services irrespective of the reasons for the termination unless there are any legal or regulatory reasons which require otherwise. This confidentiality obligation does not apply to information which is or becomes publicly available without Your fault.

## **17. LINKS TO OTHER WEBSITES**

We have no control over websites linked to and from Our Website and the App. We assume no responsibility for their content or any loss or damage that may arise from Your use of them.

## **18. TERMINATION OF ACCOUNT**

- 18.1 We may end Our contractual relationship based on these Terms and Conditions and terminate Your User Account or any Service associated with it at any time, via email. The termination of Our contractual relationship based on these Terms and Conditions will not affect any of Our rights or Your obligations arising under these Terms and Condition.
- 18.2 You may end Our contractual relationship based on these Terms and Conditions and terminate Your User Account at any time by providing Us with 14 calendar days written notice via email at [help@koronapay.eu](mailto:help@koronapay.eu).
- 18.3 We may at any time suspend or close Your User Account and/or end these Terms and Conditions without notice if:
- (a) You breach any provision of these Terms and Conditions, or documents referred to in these Terms and Conditions;
  - (b) We are requested or directed to do so by any competent court of law, government authority or regulating body;

(c) We have reason to believe You are in breach of any applicable law or regulation; or

(d) We have reason to believe You are involved in any fraudulent activity, money laundering, terrorism financing or other criminal or illegal activity.

18.4 You cannot use the App if Your User Account is suspended or closed.

## **19. ENTIRE AGREEMENT**

These Terms and Conditions, jointly with all other contractual items referred to in these Terms and Conditions including the Privacy Policy and along with the terms in Your online form, constitute the entire agreement between You and Us and govern Your use of the Services and supersede any prior agreements which may exist between You and Us.

## **20. SEVERABILITY CLAUSE**

If one or several of the provisions to these Terms and Conditions are invalid, unlawful or unenforceable, then this does not affect the validity of the remaining provisions.

## **21. COMPLAINTS, APPLICABLE LAW AND JURISDICTION**

21.1 If You have any complaints or if You are not satisfied with Our Services under these Terms and Conditions You may make a complaint in writing to Us at [help@koronapay.eu](mailto:help@koronapay.eu).

21.2 We will try Our best to deal with Your complaint as soon as possible and We will send You by email a final response within 15 Business Days of receipt of Your complaint.

21.3 In exceptional circumstances where Our reply cannot be given within 15 business days for reasons beyond Our control, We will send You a holding reply clearly indicating the reasons for a delay in answering to the complaint and specifying the deadline by which You will receive Our final response, being no later than 35 business days from the date of Your initial complaint.

21.4 If You do not receive Our final response, You have the right to submit Your complaint to one of the approved Alternative Dispute Resolution Bodies offering

out-of-court settlement procedures. Information on the approved Alternative Dispute Resolution Bodies and their contact details can be found at: <https://ec.europa.eu/consumers/odr/main/?event=main.adr.show2>. In case You have received Our response, but You are not satisfied with it, You still have the right within 4 months from the date of receipt of the response to submit Your complaint to the approved Alternative Dispute Resolution Bodies.

21.5 These Terms and Conditions shall be governed by and construed in accordance with the laws and regulations of the Republic of Cyprus.

21.6 The parties agree that the courts of the Republic of Cyprus shall have exclusive jurisdiction to adjudicate any dispute which arises out of or in connection with these Terms and Conditions.