

## eMoneySafe eWallet: Terms and Conditions (“T&Cs”)

**Important information:** Please read this Agreement carefully before activating Your eWallet. The terms of this Agreement and the Fees apply to all Customers commencing 31.10.2016  
Latest Update: 04.01.2018

### 1. Definitions and Interpretations

**1.1 Capitalised words and expressions used in the Agreement have the following meaning, unless otherwise stated:**

**‘Agreement’** means these Terms and Conditions together with the Product Information, as may be amended from time to time;

**‘Business Day’** means any day on which banks are normally open for business in Cyprus, other than a Saturday, Sunday or national or public holiday in Cyprus;

**‘Electronic money’** or **‘e-money’** means electronically stored monetary value as represented by a claim on Us which is issued on receipt of funds for the purpose of making Transactions and which is accepted by a natural or legal person other than Us;

**‘eWallet’** means the Web-based electronic money (e-money) account opened and maintained by Us in Your name;

**‘Fees’** means any Fees, tariff and charges that may be charged by Us and which are stated in the Fees Section and available on Our Website (as amended from time to time);

**‘Merchant’** means an internet retailer or any other person that accepts Transactions on its Third Party eWallet with Us;

**‘Person’** includes an individual, firm, company, corporation or an unincorporated body of persons;

**‘Product Information’** means the relevant information provided on Our Website and in the Amendments to this Agreement on the specific features, terms, conditions and Fees that apply to Your eWallet, as may be amended from time to time;

**‘Third Party eWallet’** means the Web-based electronic money (e-money) account opened and maintained by Us in the name of a third party, including a Merchant;

**‘Transaction’** means the transfer of e-money from Your eWallet to a Third Party eWallet or from a Third Party eWallet to Your eWallet;

**‘We’, ‘Us’, ‘our’ or ‘MoneySafe’** refers to CFS-Zipp Limited and UCS Financial Limited;

**‘Website’** means our Website at: [www.emoneysafe.com](http://www.emoneysafe.com)

**‘You’, ‘Your’ or the ‘Customer’** refers to the person in whose name the eWallet is registered.

## **2. Introduction**

**2.1** This agreement between You and US regulates the opening, the use and closure of Your eWallet, including the issuance and redemption of e-money and execution of transactions by Us in relation to Your eWallet. Should You require the issuance of any additional services and/or products an additional agreement may have to be drafted and it will be provided to You when committing to these new services and/or products. Prepaid, debit or virtual cards issued via UCS United Card services are governed by separate agreements.

**2.2** You confirm that You fully understand and accept this Agreement (including the Fees set out in the Product Information and/or in the Fees Sections in order to register Your eWallet.

**2.3** This Agreement will take effect on the date You registered your eWallet and will terminate in accordance with Clauses 15 or 16.

**2.4** The formal language of this agreement, including the Product Information, is the English language. If a translation to another language is required, such translation is strictly for informal purposes and does not amend or overcome the provisions of this agreement.

**2.5** We may appoint one or more Agents. While the Agent may distribute the eWallet on Our behalf, it does not act as Our agent in the issuing of e-money or the carrying out of any Transactions.

**2.6** If any provision of this Agreement is deemed unenforceable or illegal, the remaining Clauses will continue in full force and effect.

**2.7** No person other than You shall have any rights under this Agreement. Your eWallet is personal to You and You may not assign or otherwise transfer any rights under this Agreement to any third party, without Our prior consent in writing.

## **3. Licence & Contact Information**

**3.1** UCS Financial limited is an authorized agent of CFS-Zipp Ltd who are regulated by the Financial Conduct Authority (in the United Kingdom) under the Electronic Money Regulations 2011 for the issuing of electronic money. Registration No: 900027

**3.2** All communications should be addressed to [support@emoneysafe.com](mailto:support@emoneysafe.com) or at UCS Financial limited. P.O. Box 54932 Limassol Cyprus – 3729

## **4. Changes to the Terms and Conditions**

**4.1** We may update or amend these Terms and Conditions (including Our Production Information and Fees Section). Notice of any Changes will be given on the Website or by notification by e-mail or by means of mobile device at least two (2) months in advance. By continuing to use the eWallet after the expiry of the 2-month notice period, You acknowledge that You indicate Your acceptance to be bound by the updated or amended Terms and Conditions. If You do not wish to be bound by them, You should stop using the eWallet. You have the right to terminate the Agreement immediately and without charge before the date of the proposed application of the changes to the T&Cs. Your notice objecting to the proposed changes to the T&Cs will be treated as a notice of termination of this Agreement.

**4.2** Changes that make these terms of use more favourable to you shall come into effect immediately after relevant notice.

**4.3** Terms & Conditions are subject to change on demand by the regulated financial entity/issuer(s) with proper notification to all clients that accepted these terms at sign-up of the eWallet.

## **5. Your Representations and Acknowledgements**

**5.1** Upon accepting this Agreement and any amended versions thereof, You represent and warrant to Us, on an on-going basis, that:

**5.1.1** You are legally deemed as having full capacity, are of sound mind and You are at least 18 years of age. In order for You to prove Your capacity and/or Your age, We reserve the right to request from You any extra information.

**5.1.2** In case of any contingency that You need to authorise a Third Party to act on Your behalf, all instructions given to the Third Party have to be authorised by You and Us for all intents and purposes of this agreement.

**5.1.3** You are obliged to act in Your name and not on behalf of a third party unless otherwise notified to do so in writing and confirmed and accepted by Us. We reserve the right to suspend Your eWallet in the instance of any suspicious activities, upon notification, until the required processes and checks have been carried out by our fraud - compliance department.

**5.1.4** You accept and confirm that You are using this product properly and in accordance with AML (anti money-laundering) and counter funding of terrorism requirements. You agree to provide us with accurate, true, current and complete information including such identification and verification documentation as may be required by Us at any time. You commit that all funds used to load/reload Your eWallet originate from legitimate activities and sources.

**5.1.5** You affirm that You comply with all laws to which You are subject, including, without limitation, all tax laws and regulations, exchange control requirement and registration requirements.

**5.2** You acknowledge and accept that funds received in exchange for electronic money issued by Us do not constitute a term deposit and no interest shall be accumulated on such funds. Our eWallet does not grant interest or bonus related to the duration of time You hold electronic money with us.

## **6. Fees and Charges**

**6.1** We may charge Fees in connection with any of Our services and facilities that You have made use of or requested based on Our Production Information and/or Fees Section.

**6.2.** Where any request, transaction, disputed transaction, arbitration or reversed transaction Involves third party costs You remain liable for these and they will be deducted from Your Account or otherwise charged to You.

**6.3** You agree that any Fees and other amounts due and payable to Us under the Agreement may be deducted from your eWallet without notice. Such deductions may be made at any time, and without us notifying you, but these will be reflected in the information on your eWallet.

**6.4** We may charge You an Investigation Fee in the following circumstances:

**6.4.1** In the event that You make any payment to Us that is subsequently reversed after 60 days due to Inadequate account information or inadequate KYC (know-your-Customer) documentation; and/or

**6.4.2** In the event of a request for arbitration of a disputed Transaction; and/or

**6.4.3** To cover our costs and expenses in providing You with manual support on Your account (e.g. request for legal support).

## **7. Your eWallet**

**7.1.** We reserve the right to not accept Your application for an eWallet and We are not obliged to provide the reason for declining Your application. We reserve the right to terminate immediately this agreement and close Your eWallet in accordance with Clause 16.

**7.2** We can at any time interrupt Your eWallet e.g. when We carry out maintenance. If this occurs, You may not be able to make Your purchases via Your eWallet; to load/reload Your eWallet or to obtain any information in regards to Your eWallet and Your transactions.

**7.3** The electronic money stored on Your eWallet is issued by Us in accordance with the Electronic Money Directive (Directive 2009/110/EC of 16 September 2009) and the relevant national legislation of the United Kingdom.

**7.4** Funds received by Us for the loading/reloading of Your eWallet will be exchanged for electronic money. Electronic money stored on the eWallet constitutes a claim on Us, which is personal to You and no person other than You has any rights in relation to the electronic money stored in the eWallet. You may not assign or transfer any claims or rights You have in respect of Your eWallet to any third party or otherwise grant any third party any security right or other legal interest over it.

**7.5** You agree and understand that You can have only one eWallet with US.

**7.6** The eWallet is an electronic money account which enables You to send and receive electronic payments.

## **8. Opening Your eWallet**

**8.1** An eWallet can be applied for on Our Website or through Our authorised agents.

**8.2** Your MoneySafe wallet will be activated once You register online by completing the appropriate form found on the Website. If We decide to close Your account this Agreement will terminate in accordance with Clause 16.

**8.3** You must keep the log-in details and password related to Your eWallet safe, secure and private at all times and You must not disclose them to any third party including friends or family.

**8.4** Following successful registration and activation of Your eWallet, You will be able to load Your eWallet. Depending on the method of loading, a Fee may apply, as detailed in the Product Information and/or Fees Section.

**8.5** You will be able to view the Transactions posted on Your eWallet including the relative amounts and any Fees applied on Your eWallet through the online portal on Our Website. You should check Your Transaction history regularly and report immediately any irregularities or enquiries You have to Us.

**8.6** You must ensure that all information You provide is truthful and up-to-date at all times. We shall not be held liable for any loss caused by Your failure to do so. Any amendments to Your contact details should be communicated to Us immediately, by sending the relevant documentation at the e-mail address stated on Our Website.

**8.7** If You suspect that a third party is aware of the log-in details or password related to Your eWallet or if such details have been lost, stolen, misappropriated, subject to unauthorised use or have become compromised, You must change them on Our Website immediately, and You must notify Us in accordance with Clause 11 .

**8.8** You must not use Your eWallet for an unlawful or illegal purpose as further explained in Clause 11.

## **9. Sending and Receiving funds E-Money**

**9.1** You can log in into Your account by using Your log in details and password and transfer e-money from Your wallet to a Third Party eWallet through the online portal on our Website

**9.2** You are obliged to ensure that the balance limits of Your wallet are sufficient to cover the transaction You are to perform as well as any applicable Fees, including service Fees and current conversion Fees. It is deemed for the recipient of e-money to ensure that they are subject to spending and withdrawal limits and that this may affect the recipients' access to the e-money You intend to send.

**9.3** You have to be extra careful when providing the necessary information required when transferring the e-money.

**9.4** Upon receiving e-money into Your eWallet We shall display them in Your Transaction history. You should regularly check the Transaction history and reconcile incoming Transactions with Your own records.

**9.5** You should be aware that Transactions may be reversed. If there is a negative balance on Your eWallet as a result of such reversal, You are required to repay us in accordance with Clause 10.6.

## **10. Loading/Reloading funds into Your eWallet**

**10.1** You may be asked to answer security questions or to complete other activities that We may reasonably require to ensure proper authorisation of a loading/reloading transaction.

**10.2** Your eWallet will not be loaded/reloaded until cleared funds are received by Us and the necessary procedures and relevant checks have been carried out to Our satisfaction.

**10.3** In order for You to reload Your account You have to log in through our Website by using Your account details and following the relevant instructions. Payments made by You for loading/reloading that are executed by third party payment services providers are not part of Our service. We do not

guarantee the use of them and is at our discretion to discontinue them at any given time.

**10.4** You declare that in the instance where You use a payment method or instrument such as credit or debit card in order to reload Your wallet which is subject to chargeback right, You will not exercise such chargeback right for any other reason than a breach by Us of this agreement which will result in You having a right to be refunded of the reloaded amount. Otherwise You will not be eligible for a chargeback in the case that We are not responsible including (but not limited to) insufficient balance on the payment instrument or account. We reserve the right to charge You additional Fees in case of a chargeback request or any action undertaken to challenge the same. We may also charge You a chargeback fee per chargeback as detailed in the Product Information and/or Fees Section

**10.5** For the purposes of a loading/reloading transaction through a payment account or credit or debit card or other payment instrument, We are the recipient of the payment and not a payment service provider.

**10.6** You are obliged to reload Your eWallet with no delay when it has a negative balance as a result of chargeback fee or a reversal of loading transaction or any other reason. Failure to do so is a breach of this Agreement. We reserve the right to suspend Your eWallet in case of a delay to an immediate repayment of a negative balance in Your account. We also reserve the right, at any point in time, to send You reminders or to take other debt collections measures. In the case that any extra charges have been incurred in connection with any debt collection or enforcement measures we reserve right to charge You with them.

**10.7** You should be aware that loadings/reloadings may be subject to loading/reloading limits due to security and legal requirements. These limits depend on Your verification status and the loading/reloading method You want to use.

**10.8** You must not load/reload Your eWallet through a credit or debit card or other payment instrument or a payment account if You are not the named holder of that payment instrument or account. We take any violation of this requirement very seriously and will treat any attempt to use a payment instrument or account of which You are not the named holder as a fraudulent act. Without prejudice to claiming further damages, if We are required to return funds loaded/reloaded from a payment instrument or account that is not in Your name, We may charge a Fee as mentioned in the Product Information and/or Fees Section

**10.9** You accept and agree that any currency other than euro loaded/reloaded into Your eWallet will be converted into euro at the rate of exchange applied by Our bank. You accept that such conversion shall be entirely at Your own cost and risk.

**10.10** The transactions effected through approved credit or debit cards, take place without the crucial and required data/information being stored or saved by US.

## **11. Prohibited actions and Transactions**

**11.1** It is strictly prohibited to use Your wallet for purposes including, but not limited to, Money Laundering, fraud, terrorist financing or such other illegal/criminal activities.

**11.2** It is strictly prohibited to use Your wallet to receive funds from persons or entities engaged in fraud, terrorist financing, money laundering, fraud or other illegal / criminal activities.

**11.3** If You act in breach or We believe that You may be acting in breach of the prohibitions

contained in Clauses 11.1 and 11.2 We reserve the right to:

**11.3.1** Decline to perform or reverse the transaction and simultaneously terminate or suspend your eWallet; and/or

**11.3.2** Report the transaction to the relevant law enforcement agency and/or qualified authority; and/or

**11.3.3** Claim damages from You or charge You a fee as detailed in the Product Information and/or Fees Section;

**11.3.5** It is strictly Your responsibility to ensure that You only send or receive e-money from or to Persons or entities for the sale or supply of goods and services that You may provide or receive in compliance with any applicable laws and regulations. Funds that have been transferred to another Persons' or entity's account does not indicate the legality of the supply or provision of their goods or services. It is required that You should not proceed with any transactions in the instance where You have any hints that this transaction is not legal.

## **12. Execution of Transactions**

**12.1** Transactions are regarded as authorised by You where You have given Your consent to the execution of the Transaction by confirming the Transaction Order in such form as may be specified in the Product Information or the instructions provided depending on the means used to give us a Transaction order. A Transaction shall be considered to be authorised only after You have given consent to execute the Transaction.

**12.2** Unless We are prohibited by law from doing so, We reserve the right to execute Transaction requests given by You, which received by us, only when all the conditions set out in the Agreement are fulfilled to our satisfaction.

**12.3** We will perform transactions to transfer e-money from Your eWallet if sufficient e-money balance is available in Your eWallet (including any applicable Fees), taking into account other orders received by Us even if such orders have not been executed yet.

**12.4** If You have a negative balance on Your eWallet for any reason whatsoever, You agree that the outstanding balance will be a debt owed by You to Us.

## **13. Liability**

**13.1** We shall not be liable:

**13.1.1** For any loss or for any failure to fulfil our duties under the Agreement if such loss or damage if caused, directly or indirectly, by force majeure; and/or

**13.1.2** For the goods or services that are purchased with Your eWallet; and/or

**13.1.3** For any loss, fraud or theft that is reported more than 13 months following the event; and/or

**13.1.4** Where You acted with undue delay, fraudulently or with gross negligence;

**13.2** Where Your eWallet is faulty due to Our default, Our liability shall be limited to re-activating Your eWallet or, at Our choice, repayment to You of the Available Balance.

**13.3** Where sums are incorrectly deducted from Your Available Balance due to Our fault, Our liability shall be limited to payment to You of an equivalent amount.

**13.4** To the fullest extent permitted by law and notwithstanding anything to the contrary in this the Agreement, We will not be liable to You or any other person for any indirect, incidental, special or consequential loss or damage of any kind, or for any loss of profits, revenue or savings (actual or anticipated), or economic loss, or loss of data or loss of goodwill (whether or not the possibility of such loss or damage was known or otherwise foreseeable). Our obligations under this Agreement relate to the issuing of e-money, the operation of the eWallet and related services and We take no responsibility for any losses incurred relating to the quality, safety and legality of any goods or services provided by the Merchant or other Payee

**13.5** We will not be held liable for any acts or omissions of or any Fees charged by third parties, such as other banks, for use of their facilities or services, or for the assessment or payment of any taxes, duties or other charges that arise from the underlying commercial transaction between You and another Client.

**13.6** You are responsible for Your eWallet, any Username, PIN number and Account passwords. Do not share Your eWallet or Account security details with anyone. In the event of theft, fraud or any other risk of an unauthorised use of Your eWallet, You must immediately notify Us using the contact details given in Our Website. We will take all reasonable steps to stop any unauthorised use of Your eWallet, which may mean that We will suspend Your eWallet. You may also block Your eWallet by following the instructions provided on Our Website to block/suspend the eWallet.

**13.7** You will only be entitled to a refund in the case of an unauthorised transaction or incorrectly performed transaction. If You request a refund You accept to notify us immediately without undue delay on becoming aware of the unauthorised or incorrectly performed transaction giving rise to a claim, and no later than thirteen months after the debit date, except in the following cases:

**13.7.1** In the case that You have failed to keep the personalised security features of Your wallet safe from the embezzlement of the wallet, in which case You shall be liable for the losses incurred up to the day of notification up to a maximum of 150 euro

**13.7.2** In the case that You fail to inform Us immediately for any loss of password, any personal detail of Your eWallet or any other event likely to compromise the security of Your eWallet, in which case You shall be liable for the losses incurred up to the day of notification to us

**13.7.3** You will bear all the losses relating to unauthorised payment Transactions where You have acted fraudulently, or with intent, or gross negligence failed to fulfil Your obligations under this Agreement;

**13.7.4** You will put up with all the losses resulting from an authorised transaction or incorrectly performed transaction or the misappropriation of the wallet when You fail to inform Us immediately of such event and after the expiration of 13 months from the days You notice that such a transaction was occurred

**13.8** You are obliged to accept that You will pay for all transactions' applicable Fees, payments as detailed in the Product Information and/or Fees Section for any following losses where the eWallet is misused from someone who has obtained Your permission and in doing so has acted fraudulently, with intentional default or gross negligence.

**13.9** Clause 13 shall survive the termination of this Agreement.

## **14. Merchants disputes**



**14.1** In the case that the result of an investigation stipulates that the transaction that has been disputed was genuine and made by You, We reserve the right to charge You a Fee as detailed in the Product Information and/or Fees Section.

**14.2** It is under our discretion to assist You with any qualifying disputes in the case that You fail to resolve the dispute with the merchant.

**14.3** In the case that We decide to assist You with a dispute You have with a merchant, it is under our discretion and We reserve the right not to refund sums to You, if We strongly believe that Your actions do not comply with the terms of this Agreement. You will not receive a refund until our investigation is complete. In the case that We refund You sums as a result of a dispute that has been proved as non-genuine but after a time period We receive information that proves that the transaction was in fact genuine correct and made by Your end. If You have a dispute with a Merchant about any purchases made using Your eWallet then in the first instance You must attempt to resolve this directly with the Merchant.

**14.4** We accept no responsibility or liability for a Merchant refusing to honour an underlying transaction in respect of which You have made a Transaction on Your eWallet or failing to cancel such transaction.

## **15. Right to Cancel (“Cooling-Off”)**

**15.1** You have a right to cancel this Agreement within a cooling-off period of 14 days beginning from the date your registered your eWallet. You must contact Us within this 14 day period and inform Us that You wish to withdraw from this Agreement and You must not use the eWallet. We will then cancel the eWallet and reimburse the amount of Available Balance of the Account to the Customer. However, We reserve the right to hold the Available Balance for up to 15 business days from receipt of Your instructions before returning the balance, to ensure that details of all transactions have been received.

**15.2** If you do not exercise the right to withdraw from this Agreement, then this Agreement shall stay in full force and effect until terminated by You or Us in accordance to Clause 16.

## **16. Termination and Suspension**

**16.1** If You are the Customer and You wish to cancel Your eWallet at any time, You must inform Us of Your wish to cancel and to claim a refund of Your unused funds by emailing Us as detailed on Our Website. You must e-mail Us from the e-mail address registered in your eWallet. You are obliged to provide us with 14 Business Days’ prior notice. Our customer services department will then suspend all further use of Your eWallet. We may terminate Your eWallet or any service associated with it by giving you two months’ prior notice.

**16.2** We may also cancel Your eWallet and terminate this Agreement with immediate effect by giving notice, in the following circumstances:

**16.2.1** if We decide not to activate Your eWallet for any reason whatsoever;

**16.2.2** If You have not complied with this Agreement;

**16.2.3** We have reason to believe that You are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity or if we have any other security concerns.

**16.2.4** In the circumstances mentioned in Clause 11.3;

**16.2.5** If We need to comply with the law;

**16.2.6** If We cease to be authorized to provide the services under this Agreement or if We can no longer process Transactions due to the actions by third parties.

**16.3** If Your eWallet has not had any Transactions (excluding all and any Fees and charges that may apply) for a period of at least 1 year, We reserve the right to close it and to terminate this Agreement. We will notify You of Our intentions before closing Your eWallet.

**16.4** We reserve the right to suspend Your eWallet at any time in order to justify reasons related to the security of Your eWallet or in the case that there is any suspicious activity, unauthorised transaction or fraudulent in regards to the uses of Your eWallet. We will notify You in case We have suspended Your account, where possible.

**16.5** Upon termination of this Agreement, all pending Transactions and Fees will be processed and deducted from Your eWallet, and if a positive balance remains, We will redeem this to You. The redemption proceeds will be paid to You as soon as the appropriate security checks have been satisfactorily completed.

## **17. E-Money redemption**

**17.1** We will redeem either in part or in full the monetary value of the electronic money on Your eWallet, at any time and at par value and without delay, following instructions given by You and in accordance with the Product Information and/or Fees Section.

**17.2** For the purposes of a redemption We are a payer and not a payment service provider.

**17.3** We reserve the right to carry out any necessary money laundering, terrorist financing, fraud and other illegal activity checks before authorising any redemption or transfer of funds to You, including returning any funds after the termination of the Agreement.

**17.4** If Your redemption request exceeds the applicable limits as specified in the Product Information, We may decline Your request and require You to send Us verification documentation attesting Your identity and address, or to otherwise cooperate with Us to verify Your identity, prior to allowing a redemption or transfer of redemption funds to You.

**17.5** We do not guarantee the availability of any particular redemption method specified in the Product Information and may make changes to or discontinue a particular redemption method at any time as long as there is at least one redemption method available to You. Where the redemption is received by You through the involvement of a payment service provider (e.g. the bank where You hold the beneficiary bank account), We shall not be responsible for the redemption payment once the funds are received by Your payment service provider.

**17.6** We will generally charge a Fee, as stated in the Product Information and/or Fees Section when You require redemption either in full or in part of the positive value on the eWallet, before the termination of the Agreement.

**17.7** After We have approved the redemption of funds, You have to ensure that the payment details for the transfer are to be accurate and complete. In the instance where You provide us with incorrect details We will not be held liable for redemption funds sent to the incorrect payment account or instrument. As set out in the Product Information and/or Fees Section We reserve the right to charge You in case You request our assistance in transferring money from an incorrect payment

account to the correct one and this is subject to Your wrong provision of details. However, We cannot guarantee that the reclaim efforts will be successful.

**17.8** It is deemed that You are the named account holder of the account in which You will instruct Us to transfer the funds in the case of a redemption request by Your end. Any violation of this requirement is taken very seriously and shall be treated as a fraudulent act without prejudice to claiming further damages. If We are required to investigate a redemption for the transfer of funds to a payment account or instrument that is not under Your name, We reserve the right to charge You a fee as it would be detailed in the Product Information and/or Fees Section.

**17.9** You have to accept that all redemption requests have to be in the currency of euro and via a bank transfer to a designated account. In the instance where the redemptions are made to an account which is in another currency except euro You shall be liable for any currency exchange Fees. (As Well as to a Fee which may be applicable as detailed in the Product Information and/or Fees Section). In addition, in the instance where costs and Fees have been incurred by any third party acting on behalf of Yourself, We shall not be liable, for receiving funds into Your bank account.

**17.10** If, following any redemption, Transactions are found to have been made or charges or Fees incurred using Your eWallet exceed Your available funds, We will notify You of such account discrepancies, and You undertake to pay us on demand for any outstanding amounts owed to Us.

## **18. Data Protection**

**18.1** We are the data controller for Your personal data and will process personal data given to us in connection with Your eWallet in order to administer Your eWallet and provide You with services relating to the Account and this Agreement. We may also use Your personal data for marketing purposes and for market research purposes, in accordance with applicable legislation and Our Privacy Policy. Should You not wish to have Your personal data processed for direct marketing purposes at any point in the future, You are required to inform Us accordingly by email at [support@emoneysafe.com](mailto:support@emoneysafe.com).

**18.2** Further to the above, You agree that We, at Our discretion, may record any telephone conversations between You and Us and that such recordings may be used as evidence of Your Instructions and/or for training purposes with the objective of improving Our services.

**18.3** 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 but this will not be recorded as a credit check. 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 this Agreement, including third parties located outside the European Union where different data protection standards may apply. When We transfer data outside the EU, We will take steps to ensure that Your data is afforded substantially similar protection as data processed within the EU. We may also disclose Your personal data as required by law or any competent authority.

**18.4** By agreeing to these Terms and Conditions, You acknowledge and agree to Our processing of Your personal data in this way.

**18.5** You have also seen Our Privacy Policy on Our Website and acknowledge and agree to the provisions thereof (as amended from time to time).

## 19. Customer Service

19.1 Our Customer support team is normally available from 08:30 to 18:00 CET Monday to Friday, on Business Days and on Saturdays 10:00 to 14:00 CET

19.2 Correspondence received after the opening hours as mentioned in Clause 19.1 shall be treated as having arrived on the following Business Day.

## 20. Regulation and Law

20.1 This Agreement is governed by Cyprus Law. All disputes arising out of/or relating to this Agreement shall be resolved by the Cyprus Courts, except where European Union legislation requires a specific dispute to be resolved by the courts of another jurisdiction.

### FEES SECTION

<b>Loading/Reloading Funds in your eWallet from:</b>	
Visa/MasterCard	1.90%
SEPA Bank Transfer	€0 - €3 (EUR)
Direct top-up via Our agents	2.00%
MoneySafe Voucher	4.00%
PayKasa Voucher	4.00%
Payment from Merchant	0% - 1.50%
Payment Code from another Customer	free
From another Customer's eMoneySafe eWallet	free
From eWallet card	N/A
<b>Sending funds from Your eWallet:</b>	
SEPA Bank Transfer	€3.95€ (EUR)
To another Customer's eMoneySafe eWallet	1.00% (max €10/transaction) *affiliate fees might apply
Payment Code	1.00%
Admin Fee to fund eMoneySafe debit Mastercard	1.00%
Admin Fee for next business day funding of eMoneySafe debit Mastercard *executed at 20:00 GMT	free
<b>Payment to Merchant eWallet:</b>	free
<b>Miscellaneous Fees and charges:</b>	
eWallet card order	9.60€
Investigation Fee	20.00€
Foreign Exchange Fee	3.00%
Inactivity Fee (if You do not make any transaction for 1 year)	€ 0.95€/month

<b>Return Transaction Fee</b>	<b>€ 3.95 (EUR)</b>
<b>SMS balance Fee</b>	<b>€ 0.25 (EUR)</b>