



**FINTECHCASHIER**

# **Terms of Use**

**January 3rd, 2022**

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# 1 General Acknowledgments

Last update: January, 2022

This site is published for our customers as a service.

You are invited to read the Terms of Use (Also referred to as “Terms of Conditions”) hereunder prior to accessing or using services offered on this site.

Accessing or using a service on this site means you fully accept the terms hereunder, otherwise you are not permitted to access this site.

Accessing or using a service means you comply and agree to bind your business to these Terms of Use.

These terms are complementing, not superseding, any operating aspects, policies, regulations, policies, procedures and laws which are binding the use of any service presented on this site.

In case of using a service or product of this site in which commercial agreement is obligated, our company will engage with you to sign an agreement (It should be noticed that such agreement includes and cover these Terms).

If you are an employee you still commit to comply with the authorization of your employer to access or use this site.

In the case where some of the provisions of these Terms of Use shall become obsolete, other parts should remain valid.

In the case these terms are violated, our company may seize indemnification steps, certainly under constraints of law & contracts. Such steps may include immediate suspension of service.

Company in context with this page, refers to the owner of this site. By accessing this site you declare you are not a minor of age.

## 2 *What is e-money?*

When you send us money to top up your account balance we give you the value to spend in your account. The money held is known as ‘electronic money’ or ‘e-money’. While this may sound similar to what a bank does when funds are received into a current account, we are not a bank and therefore:

- we do not take your money as a deposit to use for our own purposes or lend to other customers; and
- your e-money is not covered by the Financial Services Compensation Scheme (FSCS).

How do you protect my money?

To ensure your money is safe we follow a process known as 'safeguarding' which is a regulatory requirement for all EMIs. In this process our Issuer keeps your money separate from their own money and places it in a safeguarding account with a bank. We have to have an independent expert check that we are meeting our safeguarding obligations every year and the expert's report confirming this is available to the FCA on request. In the event of us going out of business, an insolvency practitioner would be appointed to return the funds we have safeguarded with our issuer to our customers. This means you would get most of your money back, except for the costs deducted by the insolvency practitioner for distributing the money to our customers.

How does FSCS cover differ from safeguarding?

FSCS protects consumers together with small businesses, limited companies and charities (that meet its eligibility criteria) when certain authorised financial services firms (such as a UK authorised bank) fail and they cannot return your money to you. FSCS is a service funded by those financial service firms who are covered by it. FSCS provides compensation only up to £85,000 per eligible person, per bank, building society or credit union or up to £170,000 for joint accounts. This means if you have money in multiple accounts with banks, building societies or credit unions that are part of the same group (and share a banking licence) the FSCS treats them as one bank.

However, all the funds held in an e-money account are safeguarded and the full value (minus administrative costs applied by the insolvency practitioner) will be returned to you in the event that we go out of business. Because of the insolvency procedure, it may take longer (as compared to an FSCS claim) for your money to be returned to you.

You can find more information about using a non-bank payment service provider on the FCA's website.

### **3 Links to 3rd parties**

Our site may contain links to 3rd parties for which we have neither responsibility nor control. Accepting these terms means you agree not to require from us any indemnifications as a result of wrong relations with such 3<sup>rd</sup> parties. We do recommend

you to read those 3rd parties' terms and investigate their status, before engaging them for certain acquisition. Those links were provided on this site for the sole purpose of complementary info.

## **4 Lawful obligations**

By accessing this site or using any of the services offered on it, you agree that your business is not being conducting nor distributing any information/product which is:

- (1) Violating any law or regulation and is unlawful (especially regarding consumer rights or fake advertising);
- (2) Violating Credit Card regulations;
- (3) Associated with adult materials, activities or crimes.
- (4) Infringing of any trading proprietary assets and copyright laws in place.
- (5) Threatening, degrading, intimidating or being involved in any type of fraud against individuals or organizations;
- (6) Using viruses, any type of harmful applications or act that can disrupt software of others;
- (7) Offering fraudulent schemes in the monetary world or, commercial market or against individuals or corporates.
- (8) Being involved in illegal telecommunication.
- (9) Is associated with sales on drug markets.

## **5 Misuse of the Internet**

As a customer accessing this site or using any of the services on it, you understand you cannot be engaged in any form of Internet misuse, for example:

- (1) Distributing unsolicited mails, Spams or unsolicited ads;
- (2) Distributing articles to excessive mail addresses;
- (3) Publishing repeatedly out-dated or of no relevancy articles.
- (4) Publishing articles on site w/o the necessary permissions from the owners.

## **6 Termination**

It is the privilege of the customer to terminate any service supported on site.

Company may suspend service temporarily or permanently in case of breach of the contract with the customer, based on signed agreement.

Once termination comes into effect, access or use of a service offered on this site will be stopped in whole or partially, and applications downloaded by the system must be erased by the user.

## 7 Enforcing of Terms

It is understood that the Company has the right to enforce these Terms, and as a result impose immediate suspension of the agreement, service or access of customers to this site or subsidiary sites, once we determine that violation of these terms took place. The company may decide to report any suspicious activity to law enforcement agencies or regulatory authorities, resulting from violation of these terms.

## 8 Governing Law

These Terms are built upon English law regarding financial platform and services presented on this site. In case of conflict arising from the terms on this page, an English court should be chosen for dispute.

In case company fails to enforce any of these terms, you cannot consider it is waver to make them invalid or not enforceable by the company.

The terms of use presented here are considered part of the contract between parties for access or use of any service on this site.

## 9 Copyright

All the text & images of this site is a proprietary asset of the Company or to third parties who permitted us to use it.

The logos of the company are registered trademarks of the Company. One should not use those or similar ones which could confusingly be deemed to be original Company's mark.

We encourage you to view & download content from site, for the purpose of personal use unless you have a written permission from the company to use it for other purposes.

Infringement of our copyright terms will be considered as such if materials are exploited in whole or in part for commercial use, publishing or redistribution to third parties.

## 10 Grade of Service

All info and services on this site are available on an "as is" basis. The company cannot guarantee that the site or services will be always on and completely free of security threats. We also do not make any guarantee that all results obtained from the site are 100% error free. We can only commit that we shall take best effort to fix defects of the services, in order to maintain customer satisfaction and protect our company reputation.

It should be well understood that this site is cloud based and may be subjected to interrupts and outages, yet it should be highlighted that our site is built upon advanced technology with embedded measures to assure security and availability.

Therefore we should not be exposed to any allegation related to the availability of site and its services. Company should be held harmless of any claim regarding loss or risk in this regards (Termination clause in the agreement will be in line with above statements).

## 11 Liability Scope

Our company disclaims any liability or loss caused by use of this site or its services for situations among which are negligence, unauthorized access, and damage to platform, data loss or exposure due to accident, failure on site or 3rd party intervention – all beyond company's reasonable capability to avoid.

Explicitly, our liability does not cover any infiltration of viruses or damage to the platform causing service disruption or loss/exposure of data, which was triggered by unauthorized access of people or fraud attack.

By using this site or its services you agree that the company owning this site or any of its manager or employees or 3rd party will have no liability to you for profit loss or opportunity loss caused by inability to access this site perform any activity associated with this site or loss of data.

## 12 Course of Indemnification

By using this site or its services you agree to indemnify/reimburse us and keep harmless of any fines and penalties bearing by the company holding this site as well as its subsidiaries/employees/3rd parties for any claim caused by your company and its subsidiaries/employees/3rd parties, including attorney costs, as a result of your following acts:

- (1) Violation of law or regulation rules;
- (2) Violation of Terms of Use or Privacy Policy;
- (3) Infringement of copyright
- (4) Misconduct of one of your employees;
- (5) Marketing of your services/products
- (6) breach of obligation;
- (7) Penalties imposed on us by a Credit Card Association because of your misconduct.

## 13 Future Prospects

Our Company takes no obligation to keep forward-looking statements we may include on the website. Also none of the content on this web site constitutes an offer to buy any securities.

Future prospects statements are very much influenced by uncertainties that remove any possibility for 100% liability for such prospects – and as such they are only used for raw planning. This approach is a result of following developments:

- (1) Decline of subscriber's base;
- (2) Continuing rapid changes in the market client mix;
- (3) Impact of competition growth;
- (4) Changes in technology that may affect the way of operation;
- (5) Impact on financial and operating difficulties of the companies in the FinTech market;
- (6) Potential international regulation of financial services & compliance addendums;
- (7) Market acceptance of new financial products;

- (8) Current and future economic and political instability conditions or delays in capital spending.

## **14 Security**

Whenever using secured links offered by our company or using secured access to our services, you are committing to use permissible passwords assigned only to authorized persons and respect limits on access to protected areas of the Site. Any attempt by an individual not authorized to access protected area on our sites is exposed to prosecution. Personal data will be saved and protected per the Privacy Policy of the company (advertised on this site)

## **15 Services Enrollment**

When you are enrolled for a service provided by our Company, you are aware that you are accepting all general and specific terms of use, applicable to such service (in compliance and in accordance with the relevant technology and service agreement). Please note that service definition in a signed agreement with our company overrides any description or content exhibited on this website.

## **16 Using Cookies**

Cookies are used to improve our services. Our cookies do not collect personal information for the purpose of revealing your identity. Cookies are used to record details of pages in order to improve navigation thru our site. Cookies are collected also for the purpose of generic statistics, as well as providing you as a user best experience regarding the information you may be looking for. If, however, you wish to skip these capabilities, please configure your browser with the option of refusing cookies.

## **17 Termination clause**

It is Company legitimate right to suspend access to this website on its own discretion becoming effective immediately. This will take place in case you are not liable any more to access neither the site nor its services.

Rights and obligations which by nature survive termination, including those which are entitled to indemnification, will remain in effect post termination and post expiration of these Terms of Use.

## **18 Governing Law & Binding Agreements**

Agreement is the legal binding upon the Parties when you acquire a service proposed on our site. In the event of dispute related to the contractual agreement (regarding operation, serviceability or termination), the parties shall look for a dispute settlement first or chose to take legal actions. In case court is involved the governing law will be that of a UK or an EU Country.



## **19 Force Majeure**

A user who accesses company website or uses its services shall not hold the company liable for any loss or damage caused by interruption, degradation or outage in performance of any service due to an act considered as Force Majeure (Acts of God, war, civil disturbance, strike, internet outage, infiltration by hostile 3rd parties) and other catastrophes beyond any reasonable control of the company.

## **20 Changes**

This website may change the terms of use from time to time. Such change takes effect as soon as it is posted

So the current terms of use are always on site.

Whoever of our customers accesses this site; you should check from time to time and make sure no impact of changes on your business.

In case a customer suspects such change will harm his business, he may decide to terminate the agreement or engage a dispute with the site owner.

## **21 Contact Us**

For any question or concern regarding these Terms of Use, you are invited to address it via the Contact Us section.