

## General Payment Service Agreement

### Introduction

a) **Calimantana Limited** is registered in England with company number 15731041 (acting under trading name "MONE"). The Company's registered office is located at 1 Clark Close, Erith, England, DA8 2PB Calimantana is an authorised Agent of **SmartPayments OÜ** and helps customers to reach services and create legal relationship between Clients and **SmartPayments OÜ**.

b) Your service provider is **SmartPayments OÜ** (hereinafter here is also "MONE") , a company registered in **Estonia** under registration number **14929521**, having its registered address at **Tornimäe 7, Tallinn, Estonia, 10145** (acting under trading name "MONE") email address: [info@smartpayments.ee](mailto:info@smartpayments.ee), website: <https://smartpayments.ee/> , data about the company is collected and stored at the Register of Legal Entities of the Republic of Estonia; Electronic Money Institution licence No. M2208190321, issued on 20.10.2022; issuing and supervisory body is FINTRAC (Canada).

c) You can contact us at:

Phone: +448005200061

E-mail: [info@calimantana.com](mailto:info@calimantana.com)

Address for correspondence: Level 18, 40 Bank Street, Canary Wharf, London, England, E14 5NR  
Level 18, 40 Bank Street, Canary Wharf, London, England, E14 5NR

d) This General Service Agreement shall govern your use of the Services provided by MONE.

e) Please read this document carefully before you decide to agree with it as it constitutes the legal binding relationship between you and MONE. By using any of our Services described in this General Payment Service Agreement, you are agreeing to be bound by it.

f) Please note that various terms in this General Service Agreement have a defined meaning, which is set out in the point 1.6. "Definitions".

g) Please pay attention that you may access MONE partners services via MONE system. If you choose to use such services, you have to provide your data to such partner and accept the terms & conditions of services set by that partner. MONE shall only be an intermediary between you and the service provider and is not liable for the proper provision of such services.

h) This General Payment Service Agreement is concluded with you in English language that will be the main communication language between the parties (unless otherwise provided).

### 1. General provisions

1.1. The present General Payment Service Agreement for Clients (the **Agreement**) is concluded between us (**SmartPayments OÜ and Calimantana Limited**) operating under the brand name MONE and the Client.

1.2. Object of the Agreement: The Agreement determines the main terms and conditions between the Client and MONE when the Client is registered in the System, an Account and MONE account in Client's name is opened at MONE and the Client uses Services provided by MONE.

1.3. The Agreement is a document of significant importance which shall be carefully examined by the Client before the Client is registered in the System, an Account and MONE Account in

Client's name is opened at MONE and the Client uses Services provided by MONE. Please read the terms of the Agreement carefully before you decide to agree with them.

- 1.4. The Parties agree not to apply: (i) Client losses limitation that have arisen due to unauthorised Payment operation; (ii) 13 months notification period for the unauthorised Payment operation. The Parties agree that in case of unauthorised Payment operation the Client shall have the right for a refund if the notification about the unauthorised Payment operation is provided to MONE as soon as the fact of unauthorised Payment operation became known to the Client, but not later than within 3 months from the moment the funds were debited from the Client's MONE account; (iii) burden of proof in connection with the unauthorised Payment operation.
- 1.5. Definitions of key terms used in the Agreement:
  - 1.5.1. **Acceptable language** – English.
  - 1.5.2. **Account** – the result of registration in the System, during which personal data of the registered Client is saved, a login name is assigned and the rights of the Client in the System.
  - 1.5.3. **Agreement** – an agreement between the Client and MONE which includes the present general payment services agreement.
  - 1.5.4. **AML** – anti-money laundering and terrorist financing as described in Canadian and Estonian Law on the Prevention of Money Laundering and Terrorist Financing.
  - 1.5.5. **Business day** – a day, when MONE provides its Services, set by MONE. The Services produced directly by SmartPayments OU are provided on days set by SmartPayments OU. Typically, it is a calendar day, except Saturdays, Sundays and official holidays and days off set by the legal acts of Estonia, when banks are normally open for business in Estonia. MONE can set different business days for different Services and inform the Client.
  - 1.5.6. **Client** – either a natural person or business client who is registered in MONE's system and holds an Account.
  - 1.5.7. **Business Client** is (i) a legal person, (ii) a natural person operating under individual business / freelance certificate, (iii) or an undertaking that does not enjoy the status of a legal person but is acting in such capacity. A Business Client must always be acting for purposes relating to his trade, business, craft or profession in order to be qualified as business Client. If the Account in MONE's system is registered in the name of the natural person or such Account is being used by the natural person and / or for purposes other than stated above and such person does not contact MONE regarding acting in other capacity than stated above, then MONE is not liable for such Account usage, but the Agreement shall still be deemed as binding for such Account holder under the "Client" definition, irrespective of other circumstances.
  - 1.5.8. **Client's representative** – a natural (private) person duly representing the Client. Validity of representation is examined by MONE before establishing business relationship with the Client.
  - 1.5.9. **Client identification** – proving the identity of the Client under internal procedures specified by the MONE.
  - 1.5.10. **Commission fee** – a fee charged by MONE for the provided Services.
  - 1.5.11. **Consumer** - shall mean a natural person who is operating under this Agreement and does not pursue aims which are consistent with the business, commercial, or professional activity of this person.

- 1.5.12. **Electronic money** – electronically stored monetary value as represented by a claim on MONE which is issued on receipt of funds for the purpose of making payment transactions.
- 1.5.13. **MONE account (MONE e-wallet)** – a payment account opened in the System in the name of the Client and used to store electronic money and make Payment operations.
- 1.5.14. **MONE sub-account** – an additional Client created MONE e-wallet with a separate balance, opened in the Client MONE e-wallet in the name of the Client used to store electronic money and make Payment operations that is connected to master Client e-wallet/MONE account.
- 1.5.15. **MONE sub-user** – a natural (private) authorized person who was given access to certain features by master MONE account user.
- 1.5.16. **KYC** – MONE’s process of verifying the identity of the potential Client and assessing its suitability / eligibility to become and remain a Client of MONE.
- 1.5.17. **Party** – MONE or the Client.
- 1.5.18. **Payer** – a natural (private) or legal person who submits a Payment order.
- 1.5.19. **Payment instrument** – any payment instrument which the System allows to link to the MONE’s account and perform Payment operations using this payment instrument.
- 1.5.20. **Payment order** – an order from the Payer or the Recipient to the provider of payment services to execute a Payment operation.
- 1.5.21. **Payment operation** – a money transfer, payment or withdrawal initiated by a Payer or a Recipient, regardless of the position of the Payer and the Payee on which the operation is based.
- 1.5.22. **Payment services** – Payment operations, including (i) Payment transfers from the MONE account to the Client’s and / or third parties payment accounts opened with another PSPs, (ii) Payment operations when money is given to the Client under a credit line: Payment operations using a payment card or a similar Payment instrument and / or credit transfers, including periodic Payment transfers; (iii) issuance and / or acceptance of Payment instruments; (iv) Payment operations using a payment card or a similar Payment instrument.
- 1.5.23. **Payment transfer** – a type of Payment operation when either (1) money is transferred to MONE account of the Client at the initiative of the Payer (Electronic money is issued to the Client), or (2) money is transferred from MONE account of the Client to the payment account of Recipient (Electronic money is redeemed).
- 1.5.24. **Personal data** – any information related to the natural (private) person whose identity is known or can be directly or indirectly determined by using personal code (national ID number) and one or more physical, physiological, psychological, economic, cultural or social features specific to the individual.
- 1.5.25. **Pricing list** – a list of Commission fees and other charges MONE applies for and in connection with the Agreement and / or use of the Services, as may be amended by MONE from time to time, which is published on <https://wallet.calimantana.com/tariffs/wallet> .
- 1.5.26. **PSP** – a legally licensed payment service provider such as a bank, other credit institution, electronic money or payment institution, etc.
- 1.5.27. **Recipient** – a natural (private) or legal person indicated in the Payment order as a recipient of the Payment operation.

- 1.5.28. **Services** – the services of opening and maintaining MONE account, issuance and redemption of electronic money, Payment services and other services provided by MONE in connection with MONE account (e.g., currency conversion).
- 1.5.29. **Security credentials** – any password of the Client created in the System or any OTP code provided to the Client by MONE for the access to the MONE account or initiation and management of separate Services provided by MONE and / or initiation, authorization, implementation, confirmation and reception of Payment operations. Security credentials shall also be any other personalised security features (including identity confirmation instruments) made available to the Client by MONE in relation with Payment instruments.
- 1.5.30. **Statement** – a document provided in the Account, which includes information about Payment operations executed during the specific period of time.
- 1.5.31. **System** – a software solution on MONE’s website, developed by MONE and used for provision of Services.
- 1.5.32. **Unique identifier** – a combination of letters, numbers or symbols specified to the payment service user by MONE or another PSP and to be provided by the payment service user to identify unambiguously another payment service user and / or the payment account of that other payment service user for the payment transaction. Unique identifier for the purposes of the Agreement can be understood, without limitation, MONE account ID, IBAN or IBAN and BIC or bank account number and BIC, etc.
- 1.5.33. **Questionnaire** – a questionnaire provided to the Client from time to time for the purposes of establishing and maintaining business relationships between the Client and MONE.

## 2. Registering in the system and creating an account

- 2.1. In order to start using MONE’s Services, the Client has to be registered in the System. The Agreement shall enter into force and become valid indefinitely (unless it is terminated following the provisions set forth herein) when the Client is registered in the System.
- 2.2. In order to be registered in the System and open an Account with MONE, the Client will need to fill in the Questionnaire and provide all information and documents as requested in the Questionnaire.
- 2.3. The Client will be registered in the System and Account will be opened for the Client only when all of the following conditions are met:
  - 2.3.1. only if the Client submits all and any information and documents reasonably requested by MONE to perform KYC / AML due diligence procedure, verify the Clients’ business and / or Clients’ customers’ portfolio to assess Client’s risk and its compliance with MONE risk appetite;
  - 2.3.2. the Client ticks the respective box confirming it has been introduced to the terms and conditions of the Agreement which is made only in English and therefore the Client understands the terms of the Agreement and, expressed its consent to comply with the Agreement;
  - 2.3.3. the Client confirms that it has provided correct and accurate data and / or documents when registering in the System and, if there is a need in changing or adding data and / or documents, the Client will submit data and / or documents upon the request of MONE;
  - 2.3.4. the Client confirms that it holds the full legal capacity necessary to establish a legal relationship between the Client and MONE.

- 2.4. The Client's registration in the System shall serve as a basis to confirm that the Client has acknowledged and understands the following:
- 2.4.1. the Client is prohibited from having more than one Account in the System. If the Client has created several Accounts, the Client shall immediately inform MONE about it, if MONE agrees, the Client can have several Accounts. In case of a breach of this provision, the Client's Accounts may be blocked by the sole discretion of MONE, Payment operations invalidated, the Agreement terminated with immediate effect and the information transmitted to law enforcement institutions, if necessary;
  - 2.4.2. the Client is prohibited from providing incorrect data / documents when registering in the System. If the Client provided incorrect data / documents, it is obliged to notify MONE and submit correct data / documents it immediately on its own initiative or upon the request of MONE;
  - 2.4.3. the Account is personal and only its owner, i.e., only the Client, including the Client's representatives and MONE sub-user, have the right to use it;
  - 2.4.4. the Client shall bear any losses that may occur due to submission of invalid data and / or documents submitted to the MONE during the registration in the System;
  - 2.4.5. the Client confirms that it has acquainted with the Pricing list of MONE Services published in its website which might applied and relevant to the Client;
  - 2.4.6. MONE during the validity period of the Agreement has the right to demand any additional information and / or documents related to the Client or Client's representative, or operations executed by them and request the Client or Client's representative to fill in and periodically update the Questionnaire;
  - 2.4.7. if the Client does not provide additional information and / or documents within a reasonable time set by MONE, MONE has the right to suspend provision of all or a part of the Services to the Client and / or terminate the Agreement and close the Account with immediate effect.
- 2.5. In respect of registering the Client in the System, opening the Account and providing Services to the Client MONE has the following rights:
- 2.5.1. to demand data and / or documents that would help MONE to identify the Client and / or receive significant information necessary for opening of the Account and proper provision of MONE's Services to the Client. Specific data and / or documents to be submitted by the Client shall be indicated in the message to the Client during the registration in the System;
  - 2.5.2. to demand from the Client to provide original documents and / or their copies and / or copies of documents certified by a notary or any other person authorised by the state, and/ or apostilled or legalised. MONE will always notify the Client about the requirements for particular documents;
  - 2.5.3. to demand that original documents and / or copies of the documents would be translated at least into one of the Acceptable to MONE languages. All documents and information are prepared and provided at the expense of the Client.
- 2.6. MONE has the right to refuse to open a MONE account to the new Client without indicating the reasons, however, MONE assures that the refusal to register will always be based on significant reasons which MONE does not have to or does not have the right to reveal.
- 2.7. When the registration of the Client in the System is completed, an Account is created for the Client. Once the Client has registered in the System and an Account has been created, a MONE's account for the Client is opened after approval of Client in accordance with MONE internal procedures. The MONE account operates according to the principles described in section 4 and 5 of the Agreement.

- 2.8. In order for MONE to start or continue provision of Services, the Client shall confirm the Account, provision of a new Service or a part of a Service and perform Client identification procedure under circumstances and procedures set out in the Agreement or as it is requested in the System. Client identification procedure, confirmation of the Account and provision of new Services is performed in order to ensure protection of the interests of the Client and MONE.
- 2.9. The Client shall receive a notification about confirmation of the Account, provision of a new Service or renewed provision of suspended Services via the email address, which has been indicated when registering in the System.
- 2.10. The Parties agree that the Client can confirm (sign) documents (e.g., agreements, consents, etc.) by electronic means (including, but not limited to, signing with a qualified e-signature).

### **3. Prices of MONE's services and settlement procedure**

- 3.1. Pricing list is published and made available for the Clients on <https://wallet.calimantana.com/tariffs/wallet> . Different Commission fees might be established additionally dedicated to a specific Service.
- 3.2. If MONE reduces the general Commission fees of the Services and updates the Pricing list, the new Commission fees will be applied without regard to whether the Client has been informed in accordance with Section 11 of the Agreement. If the Commission fees have been changed in the manner stated in Section 11 herein, the new Commission fees will be applied according to the procedure set forth in Section 11.
- 3.3. MONE Commission fees are deducted:
- 3.3.1. upon execution of certain Services;
  - 3.3.2. if Commission fees were not deducted when executing certain Services, MONE has the right to deduct them later, but not later than within 1 (one) month after the execution of the Service;
  - 3.3.3. the Commission fee for the respective Service provided by MONE is indicated to the Client before the execution of the Service .
- 3.4. The Client undertakes to ensure a sufficient amount of electronic money on its MONE account to pay the Commission fee. In case the amount of electronic money on the MONE account is less than the amount of the Payment operation and the Commission fee of the MONE Service, the Payment operation is not executed.
- 3.5. Please note that MONE has the right to deduct the Commission fee from the MONE account of the Client where the Payment operation has been performed and / or relevant Service provided is associated with that MONE account or from any other MONE account opened by the Client.
- 3.6. The Commission fee shall be paid in euros, unless otherwise stated additionally.
- 3.7. If the amount of funds in the indicated currency is insufficient to pay the Commission fee, MONE has the right, but not the obligation, to exchange funds on the MONE account in another currency to a necessary currency by applying MONE currency exchange rate published on its website. If there are funds in several different currencies, MONE may exchange it to the payable currency by the alphabetical order of the international abbreviations of the
- 3.8. if any of the Commission fees applicable to the Client under this Agreement have not been deducted from the MONE account(s), including without limitation the case when the balance of the MONE account(s) is insufficient to make such deductions, MONE issue an invoice for the amount owed to MONE which shall be paid by the Client within 5 (five) Business days in accordance with the invoice instructions. If Client paid amount does not cover the payable

Commission fees, MONE has the right to deduct the remaining part from the Client's MONE account.

3.9. The Client, having failed to pay MONE the Commission fees for provided Services, at the demand of MONE must pay 0,05% interest for each day overdue.

3.10. The Client understands that MONE may take debt collection or enforcement measures including without limitation involving of the debt collection agency or initiating a court proceeding in order to claim debts the Client owes to MONE with placing on the Client all costs incurred in the course of such measures.

3.11. Please note that other PSPs may apply fees for transferring money from MONE account to the Client's payment account held with that PSP, as well as for transferring money from the payment account held with other PSP to MONE

#### **4. MONE account opening. Terms of issuance and redemption of electronic money**

4.1. Under the Agreement, a MONE account is opened for the Client in the System for an indefinite period.

4.2. The Client can create and have multiple MONE sub-accounts on the same Account and use them at its discretion (however, the Client can have only one personal Account as established in Clause 4.1 of the Agreement).

4.3. MONE account allows the Client to (i) deposit, transfer, keep electronic money in the MONE account, (ii) provide Payment orders for local and international Payment transfers and contribution payments, also (ii) receive money to the MONE account from third parties, (iii) settle for goods and services, and (iv) use other Services provided by MONE. All MONE's Services may only be used by Clients who have performed identification procedures in accordance with the rules established in the System.

4.4. Money held on the Client's MONE account is considered electronic money which MONE issues after the Client transfers or deposits money to its MONE account or when third-parties transfers money to the Client's MONE account. After the money has been deposited/transferred to the Client's MONE account and MONE has received the money, MONE converts money into electronic money at the nominal value (and if applicable after deduction of standard Commission fee applicable to a particular payment method) and credits electronic money to the Client's MONE account. The received funds are kept in MONE's segregated bank account opened in accordance with the applicable laws.

4.5. Electronic money held on the MONE account is not a deposit and MONE does not, in any circumstances, pay any interest for electronic money held on the MONE account and does not provide any other benefits associated with the time period the electronic money is stored.

4.6. At the request of the Client, Electronic money held on its MONE account shall be redeemed at their nominal value at any time, except for cases set forth in the Agreement when limitations are applied to the MONE account of the Client. The Electronic money shall also be redeemed when MONE exercises its right to deduct Commission fees owned by the Client to MONE.

4.7. The Client's Electronic money will be redeemed when Client generates a Payment order to transfer funds from its MONE account to any other payment account specified by the Client or withdraw funds from its MONE account by other methods supported by MONE and indicated in the system.

4.8. No specific conditions for electronic money redemption, that would differ from the standard conditions for Payment operations performed on the MONE account, shall be applied. The amount of redeemed/transferred electronic money is chosen by the Client, except for cases set forth in the Agreement when limitations are applied to the MONE account of the Client.

4.9. No additional Commission fee for electronic money redemption is applied, except for cases specified in Clause 9.6 of the Agreement. In the event of redemption of electronic money, the Client pays standard MONE Commission fee for selected Payment operation as established in the Pricing list.

## **5. Usage of MONE account**

5.1. The Client may manage the MONE account and execute Payment operations:

- 5.1.1. via the internet by logging in to its personal Account with its login name and Security credentials;
- 5.1.2. by Payment instruments linked to the MONE account ;
- 5.1.3. by other instruments indicated by MONE after the Client has agreed to conditions of using such instruments.

5.2. Payment transfers from the Client's MONE account may be executed:

- 5.2.1. to another MONE account of the Client;
- 5.2.2. to another user of the System, i.e., Client of MONE;
- 5.2.3. to payment accounts of the Client or third party opened with Estonian, EU and/or foreign PSPs (except for PSPs in foreign countries, Payment operations to which are forbidden: MONE informs the Client about such countries in the System).

5.3. Funds may be held on MONE account in different currency. Keeping funds in different currency, the Client undertakes responsibility for possible depreciation of money due to changes in exchange rates. Currency exchange fee is based on the exchange rate of MONE, which is valid at the moment of conversion, the fee for the currency exchange and is constantly updated and published on its website.

5.4. Opening and maintenance of MONE account fee is defined in the Agreement and published on MONE website.

5.5. When a different than SEPA Payment transfer is performed and the Client transfers funds from its MONE account to the payment accounts in other PSPs (opened either in its own name or in the name of third-parties), MONE or its correspondent may be indicated as the Payer. Together with the Payment transfer the Recipient is given the following information which in dependence on technical options can be transferred in one or several of the below indicated ways:

- 5.5.1. detailed information about the initial Payer – Client is given in the field of the primary Payer provided if is supported by the relevant e- banking or payment system;
- 5.5.2. detailed information about the initial Payer – Client is given in the field of payment purpose.

5.6. The Client has the right to change limits of Payment operations for the MONE account by completing an additional Account confirmation in accordance with the procedure established in the System and setting other limits for Payment operations that will come into force after 12 (twelve) hours after the additional verification procedures are completed. The Client may set the limits at his own discretion, however MONE has the right to apply limits for Client's MONE account without having to reason such decision but in any case, these limits are set dynamically depending on the Client's verification status and overall profile of the Client. The Client may check the applied limits in the System. The Client will be notified about the limit's entry into force by email.

5.7. The Client may check MONE account balance and Statements by logging in to the Account. There is also information about all applied Commission fees and other charges deducted from the MONE account of the Client during a selected period of time.

5.8. The Client confirms that:

- 5.8.1. incoming funds on its MONE account are not obtained as a result of criminal or other illegal activity;
- 5.8.2. the Client will not use Services provided by MONE for any illegal purposes, including actions and operations in order to legalise money received for a criminal or illegal activity.
- 5.9. Client's confirmations, orders, requests, notifications and other actions performed through websites of third persons or other places by logging in to its MONE account and identifying itself in this way are treated as conclusion of a deal confirmed by electronic signature.
- 5.10. MONE has the right to record and store any Payment orders submitted by any of the means agreed on with MONE, and to record and store information about all Payment operations performed by the Client or according to Payment orders of the Client subject to the provisions of the Privacy policy of MONE and legal acts. Records mentioned in the present Clause may be submitted by MONE to the Client and / or third persons, who have the right to receive such data under the basis set forth in the legislation, as evidence confirming the submission of Payment orders and / or executed Payment operations.

**6. Reception of the payment order, requirements applied to the payment order and refusal to execute the payment order**

- 6.1. MONE undertakes to ensure proper execution of the Payment orders given by the Client following terms and conditions agreed herein and legal act requirements.
- 6.2. MONE shall execute the Payment order if:
  - 6.2.1. Payment order contains sufficient information required by the MONE and is generated in accordance with the requirements specified in the System and valid at the moment of submission of the Payment order; and
  - 6.2.2. Payment order is authorised by the Client; and
  - 6.2.3. MONE account has sufficient and unrestricted balance in the currency of the Payment order.
- 6.3. Payment orders submitted by the Client shall be formulated clearly, unambiguously and shall be executable. MONE does not undertake responsibility for errors, discrepancies, repetitions and / or contradictions in Payment orders submitted by the Client, including but not limited to, correctness of requisites provided in the Payment order. If the payment order submitted by the Client does not contain enough data or contains deficiencies, MONE, regardless of the nature of deficiencies in the Payment order, can either refuse to execute such Payment order, or execute it in accordance with data given in the Payment order.
- 6.4. Before executing the Payment order submitted by the Client, MONE has the right to demand from the Client documents which prove the legal source of funds related to the Payment order together with any other documentation as per AML Policy of MONE and relevant AML laws. In case the Client does not submit such documents, MONE has the right to refuse to execute the Payment order, suspend provision of other Services and / or demand from the Client to submit additional documents. MONE does not undertake the responsibility for losses which may arise due to refusal to execute the submitted Payment order.
- 6.5. In case the Client has provided to MONE documents which do not comply with requirements set by the legal acts and / or MONE or MONE has reasonable doubts concerning the authenticity or correctness of the submitted documents, MONE has the right to refuse to execute Payment orders submitted by the Client, suspend provision of other Services and / or demand from the Client to submit additional documents. MONE does not undertake the responsibility for losses which may arise due to refusal to execute the submitted Payment order.
- 6.6. Requirements for the Payment orders submitted by the Client via the internet:

- 6.6.1. in order to execute a Payment operation via the internet, the Client must fill in a Payment order in the System and submit it for execution, electronically confirming in the System using Security credentials its consent to execute the Payment order;
  - 6.6.2. after the Payment order is submitted in the System it cannot be cancelled (cancellation of the Payment order is only possible until the execution of the Payment order has been started – status of the Payment order and possibility of cancellation are visible on the Account);
  - 6.6.3. in case the Payment order has been filled in incorrectly, the Payment operation is not executed, unless (i) MONE executed Payment order according to the data provided by the Client in the Payment order, or (ii) MONE at its own initiative in exceptional cases and with the Client approval corrects the Payment order or has a sufficient amount of information to determine the correctness of information to execute the Payment order under a regular procedure.
- 6.7. Provided MONE receives a Payment order to transfer the funds to the Recipient's payment account of another PSP, such Payment operation is performed by MONE according to the Unique identifier provided in the received Payment order – the payment account number of the Recipient in IBAN format, except when the Recipient's PSP does not use the IBAN account format. MONE does not hold the responsibility if the Unique identifier is not provided in the Payment order or it is incorrect, and / or the PSP of the Recipient has set a different Unique identifier for appropriate execution of such Payment operation (crediting of funds to the payment account of the Recipient). If MONE executed Payment order according to the data provided by the Client in the Payment order it shall be considered that MONE has fulfilled the obligations properly and shall not repay the transferred amount to the Client.
- 6.8. MONE has the right, but not an obligation, to check whether the Unique identifier given in the Payment order received by MONE corresponds to the name and surname (title) of the payment account owner. However, if MONE executed Payment order according to the data provided by the Client in the Payment order (e.g., the Client indicated a wrong Unique identifier of the Recipient or other necessary requisites), MONE undertakes to take all reasonable steps to trace the Payment order and seek to recover the funds used for the execution of the Payment operation. Where the recovery of funds as referred to in this Clause is impossible, MONE, upon the request from the Client, undertakes to provide to the Client with all available information which is relevant to the Client in order to enable him / her / it to take legal action in order to recover funds, including submitting a claim to court.
- 6.9. If necessary and / or required by institutions of another states, MONE has the right to request an additional information (e.g., name and surname/title of the Recipient, a payment code) required for the appropriate execution of the Payment order.
- 6.10. When executing Payment orders initiated by the Client, MONE shall transmit to the PSP the information (including personal data of the Client) specified by the Client in the Payment order.
- 6.11. Provided the Client is the Payer, the Payment order is considered received by MONE (calculation of the time period of execution of such Payment order starts) on the day of its reception, or, if the moment of reception of the Payment order is not a Business Day of MONE, the Payment order is considered received on the nearest Business Day of MONE.
- 6.12. The Payment order was received by MONE on a Business Day of MONE but not on business hours set by MONE, is considered received on the nearest Business Day of MONE.
- 6.13. Terms for Payment order execution:

- 6.13.1. Payment orders between the MONE System users are executed immediately (up to a few minutes, unless the Payment operation is suspended due to cases set forth by legal acts and this Agreement), regardless of business hours of MONE;
- 6.13.2. in case Payment order shall be executed within EU/EEA through SEPA transfer scheme – Payment order shall be executed within 1 Business Day, unless the Payment order is suspended due to cases set forth by legal acts and / or the Agreement, on business hours of MONE;
- 6.13.3. in case Payment order shall be executed within EU/EEA but not in the currency of EUR – Payment order shall be executed not later than within 4 Business days, unless the Payment order is suspended due to cases set forth by legal acts and / or the Agreement, regardless of business hours of the MONE;
- 6.13.4. in case Payment order shall be executed not within EU/EEA or within EU/EEA but not in the currency of EUR – Payment order shall be executed not later than within 5 business days, unless the Payment order is suspended due to cases set forth by legal acts and / or the Agreement. The Client may contact MONE in order to receive more information about probable Payment order execution term.
- 6.13.5. MONE has the right to refuse to execute a Payment order in the following cases:
  - 6.13.6. the Payment order is completed incorrectly (i.e., wrong Unique identifier of the Recipient, other requisites as required);
  - 6.13.7. MONE has reasonable doubt that the Payment order has been submitted not by the Client or Client’s representative;
  - 6.13.8. Payment order itself or the submitted requested documents are suspicious and does not seem legitimate;
  - 6.13.9. Client has not provided requested additional documents as specified in Clause 4 of the Agreement;
  - 6.13.10. The Payment order does not comply with MONE or MONE correspondent risk appetite;
  - 6.13.11. Other cases stipulated in the Agreement and legal acts.
- 6.14. MONE has the right but not an obligation to (i) demand from the Client to provide new Payment order with correct information, (ii) demand from the Client to additionally confirm the submitted Payment order and / or (iii) submit documents confirming the rights of persons to manage the funds held on the MONE account or other documents indicated by MONE in a way acceptable to MONE at expense of the Client. In cases mentioned in the Clause above MONE acts with the aim to protect legal interests of the Client, MONE and / or other persons, thus, MONE does not undertake the responsibility for losses which may arise due to refusal to execute the submitted Payment order.
- 6.15. In case MONE has refused to execute the Payment order submitted by the Client, MONE shall immediately inform the Client thereon or create necessary conditions for the Client to get introduced to such notification, except when such notification is technically impossible or forbidden by legal acts.
- 6.16. MONE has the right to suspend and / or terminate the execution of the Payment operation, if MONE believes that the Payment operation is fraudulent or illegal or required by law or in case it is necessary for other reasons beyond control of MONE.
- 6.17. MONE shall not accept and execute Payment orders of the Client to perform Payment operations on the MONE account of the Client if funds on the MONE account are arrested, the right of the Client to manage the funds is otherwise legally limited, or in case operations are suspended by applicable legal acts.

- 6.18. If funds transferred under the Payment order is returned to MONE due to reasons beyond the control of MONE (inaccurate data in the Payment order, the payment account of the Recipient is closed, etc.), the returned amount is credited to the MONE account of the Client. Commission fees paid by the Client for the Payment order execution are not returned, and other fees related to the returning of funds and applied to MONE can be deducted from the MONE account of the Client.
- 6.19. The Client, having received funds that has been credited to its MONE account by mistake or in other ways that have no legal basis, is obliged to notify MONE about it. The Client has no right to dispose of funds that does not belong to it. In such cases MONE has the right and the Client gives an irrevocable consent to deduct the funds from the Client's MONE account without the Client's Payment order. If the amount of funds on the Client's MONE account is insufficient to debit the money credited by mistake, the Client unconditionally commits to repay MONE the funds credited by mistake in 3 (three) Business days from the receipt of such request from MONE.
- 6.20. Payment transfers may be standard and urgent. The manner of the Payment transfer is selected by the Client upon providing Payment order. If the Client does not select the Payment transfer manner, it is considered that the Client has initiated a standard Payment transfer.
- 6.21. In case the Client is the Recipient of funds, it is obligated to provide detailed and precise information to the Payer so that the Payment order for the Payment operation executed by the Payer's PSP in all cases complies with the instructions in the System and valid at the moment of transfer.
- 6.22. If MONE having received the Payment order addressed to the Recipient cannot credit funds indicated in the Payment order to the Recipient due to errors of the Payer made in the Payment order, MONE shall return funds to the Payer within 2 (two) Business days.
- 6.23. In all cases, when MONE receives a Payment order but funds cannot be credited due to errors in the Payment order or insufficiency of information, and neither the Payer nor the Recipient has contacted MONE for specification of the Payment order, MONE undertakes all possible measures to track the Payment operation in order to receive accurate information and execute the Payment order (credit funds to Recipient's MONE account). To track the Payment operation, the following measures may be used:
- 6.23.1. MONE contacts the PSP of the Payer which has sent the funds indicated in the Payment order with a request to contact the Payer for the information specification. This measure is applied if there are possibilities to contact the PSP of the Payer by electronic means.
- 6.24. In case it is impossible to apply neither of the measures listed in clause 6.24 for tracking the Payment order and in other cases when MONE is waiting for receipt of accurate information about the Payment order, the funds mentioned in the Payment order are stored in MONE safeguarding account for not longer than the period of 2 (two) Business days and then returned to the Payer, unless accurate information is received in timely manner and the Payment order can be credited to the Recipients MONE account.
- 6.25. MONE reserves the right to suspend/cancel/reject payments or freeze funds for the internal investigation if possible overlaps with OFAC Economic Sanctions Programs are identified.

## **7. Providing and cancellation of the consent, cancellation of the payment order**

- 7.1. The Payment operation is considered authorised only if the Client provides a consent. The consent for Payment operation given to MONE intermediary acting on behalf of MONE is considered to be given to MONE. The consent should be confirmed by Security credentials,

codes and / or other identity verification means. In all cases stipulated in this Clause, the consent shall be deemed duly approved by the Client, having the same legal validity as the paper document (the consent) signed by the Client (Client's representative), is permissible as a mean of proof in resolving disputes between MONE and the Client in courts and other institutions. The Client shall not be entitled to contest the Payment operation executed by MONE if the Payment order has been approved by the consent provided in the manner set out in this Clause.

7.2. The Client agrees that MONE will transfer personal data of the Client to persons directly related to execution of the Payment operation, such as international payment card organizations, companies processing information about payments by payment cards, the PSP of the Recipient, the operator of the payment system for execution of the Payment operation, intermediaries of MONE and / or the PSP of the Recipient and the Recipient.

7.3. The procedure of cancellation of the Payment order:

7.3.1. a Payment order cannot be cancelled after MONE receives it, except for cases provided in the Agreement or laws;

7.3.2. if the Payment operation has been initiated by the Recipient or via the Recipient (e.g., a Payment operation via a payment card), the Payer cannot cancel the Payment order after the Payment order has been sent or the Payer has given the consent to the Recipient to perform the Payment operation;

7.3.3. upon expiry of the terms stipulated in Clauses 7.3.1-7.3.2 of the Agreement, the Payment order may be cancelled only in case the Client and MONE agree on this. In the cases stipulated in Clause 7.3.2 of the Agreement, the consent of the Recipient is also necessary.

7.4. If the Client submits an incorrect Payment order, but the Payment order has not been executed yet and might be cancelled as specified in Clause above, the Client may request to cancel the provided Payment order and in order to correct the Payment order by contacting MONE.

## **8. Security measures**

8.1. To authorise the Payment operation, the Client shall be required to use Security Credentials.

8.2. MONE may introduce additional security measures for the additional the Services or products. MONE will notify the Client of any such security measures in advance.

8.3. The Client is solely responsible for safely keeping Security Credentials.

8.4. The Client undertakes to protect and not disclose any Security credentials of the Account and / or Payment instrument, created by it or provided to it under the Agreement, to third persons and not to allow other persons to use Services under the name of the Client. If the Client has not complied with this obligation and / or could but have not prevented it and / or performed such actions on purpose or due to own negligence, the Client fully assumes the loses and undertakes to reimburse the loses of other persons incurred due to the indicated actions of the Client or its failure to act.

8.5. If at any time the Client becomes aware or suspects that the Payment instrument, and / or the Security Credentials of the Payment instrument and / or the Account have been lost, stolen, misappropriated, used without authorization or otherwise compromised, the Client if there is such possibility, shall immediately change the Security Credentials in order to avoid further unauthorised activities within the Account and / or Payment instrument and notify MONE thereof immediately (not later than within one calendar day) by means indicated in Section 10 of the Agreement, unless otherwise stated in the rules regulating issuance and usage of the Payment instrument provided in the Agreement.

- 8.6. The Client understands that any undue delay in notifying as per Clause above may result in the Client being liable for any losses or damages arising from the above lost, theft, misappropriation, or unauthorised use of the Account and / or Payment instrument as prescribed in Clause 12 of the Agreement.
- 8.7. After MONE receives the notification from the Client as indicated in the Clause above, MONE shall immediately suspend access to the Account / block the Payment instrument of the Client and suspend provision of MONE Services until new Security credentials are provided/created for the Client and / or new Payment instrument is issued to the Client.
- 8.8. It is the Client's responsibility to ensure that any computer or other system, software, equipment or device there from the Client access or use the Account and manage MONE account is protected and free from any viruses or other malware and destructive components.
- 8.9. MONE draws the attention of the Client to the fact that the email linked to the Account and also other instruments (e.g., mobile telephone number), which under Client's choice are linked to its Account, are used as instruments for communication or identification of the Client, therefore, these instruments and logins to them shall be protected by the Client and any changes of the email and instruments must be reported to the MONE within 3 (three) calendar days. The Client is completely responsible for safety of its email passwords and all the other instruments used by it and their login passwords. Passwords are secret information, and the Client is responsible for its disclosure and for all operations performed after the password used by the Client for a relevant account or another payment instrument is entered. MONE recommends to memorize passwords and not to write them down or enter in any instruments where they may be seen by other persons. MONE sends the reminders to the Client to change passwords every 180 days.

**9. Rights and Duties of the Client. Prohibited Activities**

- 9.1. The Client undertakes to immediately but not later than within 3 (three) calendar days inform MONE of any changes which may occur from time to time regarding any information or documents that the Client provided, including the information provided in the course of registering in the System, as well as information related to Client's contacts, business, Client's customers portfolio, financial standing, legal status, corporate structure, beneficiary ownership and etc., irrespectively of whether this information has been already transferred to public registers / authorities or not.
- 9.2. During the ongoing business relationship between the Parties, upon request of MONE the Client shall provide additional information and / or documents related to the Client, its business activity and / or to provide Services in order to properly mitigate AML risks.
- 9.3. The Client shall periodically be requested by MONE update the Questionnaire and provide all supplementing, supporting documents, data and information, related to KYC processes in order to comply with applicable laws. MONE will notify and send the request to the Client and give a time period to provide the required documents, data and information.
- 9.4. The Client shall periodically (at least once a month) check the Statements provided in the Account in order to verify Payment operations. The Client shall notify MONE immediately but not later than within 3 (three) months from the moment the Client becomes aware that Payment operations were executed improperly and / or the Client has not authorised Payment operations.
- 9.5. The Client shall provide MONE with all available information about any unauthorised logging in to the Account as well as about any illegal actions of third parties performed in the result of such unauthorised entrance as prescribed in Section 8 of the Agreement.

- 9.6. The Client undertakes to assist in investigating of the unauthorised or incorrectly executed Payment operations.
- 9.7. MONE has the right to involve third parties to partially or fully execute the Payment order of the Client if the Client's interests and / or the essence of the Payment order require so. In the event that the essence of the Payment order of the Client requires sending and executing the Payment further by another PSP, but this PSP suspends the Payment order, MONE is not responsible for such actions of the financial institution but makes attempts to find out the reasons for the suspension of the Payment order.
- 9.8. Client using MONE Services is prohibited from (**List of Prohibited Activities**):
- 9.8.1. not complying with the terms of the Agreement, legal acts, including but not limited to, AML laws;
  - 9.8.2. violating the rights of MONE and third parties to trademarks, copyrights, commercial secrets and other intellectual property rights;
  - 9.8.3. providing false, misleading or incorrect information to MONE; refusing to provide information or undertake other actions that are reasonably requested by MONE;
  - 9.8.4. providing to third parties false, misleading or incorrect information about MONE and cooperation with MONE;
  - 9.8.5. executing or receiving Payment transfers of illegally acquired funds, if the Client is aware of or should be aware of it;
  - 9.8.6. using services of MONE in a way which causes losses, responsibility or other negative legal consequences or damage to business reputation of MONE or third persons related to MONE;
  - 9.8.7. using MONE's Services from countries that are not acceptable to MONE;
  - 9.8.8. spreading computer viruses and undertaking other actions that could cause system malfunctions, information damage or destruction and other damage to the System, equipment or information of MONE;
  - 9.8.9. undertaking any other deliberate actions which could disturb provision of MONE's Services to the Client or third parties or proper functioning of the System;
  - 9.8.10. organising illegal gambling, illegal trading of stocks, indices, raw materials, currency (e.g. Forex), options, exchange-traded funds (ETF); providing of trade, investment or other services on currency exchanges, Forex markets and other electronic currency trading systems; engaging in illegal trades of tobacco products, alcohol, prescription drugs, steroids, weapons, narcotic substances and its attributes, pornographic production, unlicensed lottery, illegal software and other articles or products prohibited by the law;
  - 9.8.11. without a prior written consent of MONE providing financial services and / or legally organising trading in stocks, indices, raw materials, currencies (e.g., Forex), options, exchange-traded funds (ETFs), providing trade, investment or other services on currency exchanges, Forex markets and other electronic currency trading systems. In case the Client intends to provide financial services using the Account, it must have a valid licence, issued by a member state of the European Union or a third country that has imposed equivalent or substantially similar requirements and is monitored by the competent authorities with respect to compliance with these requirements;
  - 9.8.12. without a prior written consent of MONE to organise legal gambling, lotteries, other specially licensed or activities requiring a permit. In case the Client intends to provide the indicated services using the Account, it must have a valid licence, issued by a member state of the European Union and monitored by the competent authorities with respect to compliance with these requirements;

- 9.8.13. registering an Account by fictitious or someone else's name without having the power of attorney; registering an Account using services of anonymous phone numbers or email addresses provided by other individuals or websites;
  - 9.8.14. providing services that are prohibited by the law or contradict public order and moral principles;
  - 9.8.15. logging in to the System as an anonymous user (e.g., via proxy servers);
  - 9.8.16. disclosing Security credentials of the Account and / or Payment instruments to third persons and allowing other persons to use Services under the name of the Client
- 9.9. If the Client breaches or MONE has grounds to suspect that the Client may be in breach of the above prohibitions and / or is involved into activities included into the List of Prohibited Activities, the Company reserve the right, at its absolute discretion, to:
- 9.9.1. reverse the Payment operation or refuse in the Payment operation; and / or
  - 9.9.2. suspend and / or close the Account and MONE account together with funds within, terminate provision of the Services to the Client and terminate the Agreement as set forth herein; and / or
  - 9.9.3. inform about breach of the above prohibition's other holders of the MONE Account, the counter party of the Payment operation, as well as another PSP involved in the execution of the Payment operation;
  - 9.9.4. take legal actions against the Client; and / or
  - 9.9.5. claim losses and damages from the Client.
- 9.10. The Client shall reimburse all direct damages, fines and other monetary sanctions applied to MONE due to non-observance or violation of the terms, including but not limited to, clause 9.8 of the Agreement due to fault of the Client.
- 9.11. The Client is responsible and undertakes to reimburse any losses incurred by MONE, other MONE Clients and third parties due to using MONE's Services and violating the Agreement.
- 9.12. Unless MONE is prohibited from doing so by law, MONE will notify about the actions MONE took or imposed against the Client or the MONE in connection with the Client's breach of the prohibitions listed in the Clause 9.8 above.

#### **10. Sending notifications by the parties, communication and consultation of Clients**

- 10.1. The Client confirms that agrees that MONE notifications will be provided to the Client by:
- 10.1.1. placing them on the website of the System; and by
  - 10.1.2. sending an email, which was indicated by the Client at the time of registration in the System; or by
  - 10.1.3. sending it to the address, indicated by the Client at the time of registration in the system; or by
  - 10.1.4. sending an SMS message in cases where the Client has indicated only a mobile phone number.
- 10.2. The Client acknowledges that MONE notification, submitted in any of the above-mentioned ways, shall be deemed as properly provided. It shall be deemed that the Client received the notification within 24 (twenty-four) hours from the moment it was posted on the website of the System and sent to the Client by email.
- 10.3. In case a Party of the Agreement consists of plurality of persons (holders of a joint Account, etc.) and such circumstance is known to MONE, MONE has the right to address notifications to the main account user. The person who has received the information shall transmit the information to other persons duly authorised to use the Account.
- 10.4. The Client undertakes to check its email and other instruments for reception of notifications linked with the Account, as well as websites of the System, on a regular basis,

i.e. at least once a Business day, in order to notice notifications about amendments to the Agreement in a timely manner.

- 10.5. All messages of the parties shall be sent in the Acceptable language or in language in which the written Agreement was presented to the Client to get introduced to.
- 10.6. The Client undertakes to publish on its Account and, in case of amendments, immediately update the contact data (telephone number, email address and post address), which MONE could use to urgently contact the Client or Client's representatives. In case the Client does not inform MONE about the changes in contact data, all consequences due to the failure of MONE to submit notifications to the Client shall fall on the Client.
- 10.7. The Client can receive a consultation regarding all issues related to the System and execution of the Agreement by sending its question via (i) email given in the Agreement and MONE website, (ii) post address indicated in the Agreement and MONE website, (iii) contacting the Client support, or (iv) filling in a request on the Account. All messages shall be sent to MONE regardless of who is the direct provider of MONE Services defined in the Agreement (i.e., third party acting on behalf of MONE).
- 10.8. The Client wishing to lodge a formal Complaint shall follow the procedure established in Section 16 of the Agreement.
- 10.9. MONE shall notify the Client in advance, in accordance with the procedure stated in Clause 1 of the Agreement, about known and possible technical failures of the System and systems or equipment of third parties involved by MONE in provision of Services, which have an impact on provision of MONE Services.
- 10.10. MONE may change the solution for technical integration of Services without constraint and at any time. Notification about any changes which require corrections in the software of the Client shall be sent at least 7 (seven) days in advance. Changes, required from the side of the Client, shall be made at expense of the Client.
- 10.11. The Client has the right to consult valid amendments to the Agreement and Pricing list on MONE website at any time.

## **11. Amendments to the agreement**

- 11.1. MONE has the right to unilaterally amend and conditions of the Agreement for any of the following reasons (without limitation):
  - 11.1.1. changes are favourable for the Client;
  - 11.1.2. changes are expected to make provisions of the Agreement clearer and easier to the Client's understanding;
  - 11.1.3. changes are required to reflect amendments or expected amendments to the internal policies or applicable laws and regulations, or to reflect a relevant demand, decision or recommendation of any court, regulator or other competent authority;
  - 11.1.4. changes need to cover security improvements of the System, improvements in the Services, introduction of a new and / or replacement or withdrawal of the existing Service;
  - 11.1.5. changes needed to reflect amendments in services provided by the partners of MONE or changes in partners of MONE all together;
  - 11.1.6. changes are required to reflect increase of Commission fees or any other change of the Pricing list, as well as introduction of additional associated costs, and / or to reflect changes or expected changes in costs MONE incurs when provides Services to the Client.
- 11.2. The Client has no right to unilaterally change and / or amend the conditions of the Agreement.

- 11.3. In case MONE makes essential amendments to the Agreement, the Client shall be informed not less than 30 (thirty) calendar days in advance. It shall be deemed that the Client has received the notification about the amendments to the Agreement after the notification has been published on the website of MONE and sent to the Client as established in the Clause 11.1 of the Agreement.
- 11.4. The 30 (thirty) calendar days notification period shall not be applied, and notifications shall be provided in accordance with order laid down in Clause 11.2, if:
- 11.4.1. the terms of the Agreement are changed due to changes in mandatory requirements of the legislation;
  - 11.4.2. the Commission fees of Services are reduced;
  - 11.4.3. a new Service or a part of a Service appears, which may be used or not used by the Client at its own choice;
  - 11.4.4. MONE makes non-essential amendments of the Agreement which might be style and grammar corrections, paraphrasing and moving a sentence, a Clause or a Section of the Agreement for the sake of better understanding; provision of examples for articles and other changes which do not reduce or limit rights of the Client and do not increase liability of the Client or aggravate its situation.
- 11.5. In case the Client does not agree to amendments to the Agreement, it has the right to terminate the Agreement and close its MONE account, notifying MONE thereof 30 (thirty) calendar days in advance. Upon termination of the Agreement Client's Account and MONE account shall be closed in accordance with the Section 13 of the Agreement.
- 11.6. Using MONE Services after the expiry of 60 (sixty) calendar days period, amendments of conditions of the Agreement have come into force and shall deem that the Client agrees with the amendments of the conditions of the Agreement.
- 11.7. The Parties may agree on additional conditions which are not provided in the Agreement by a separate written agreement. Upon a request of the Client, a draft agreement shall be prepared by MONE and sent to the Client by means indicated in Clause 1 of the Agreement (the agreement may also be concluded in a form of a declaration). If the Client agrees with the draft provided, the Client shall sign the draft and forward the scanned copy of the document to MONE by email. MONE has the right to require the Client to send the separate agreement by post with the original signature of the Client. Such agreement shall enter into force after the signed agreement has been sent to MONE and shall become an integral part of the Agreement, i.e., the signature of MONE on the agreement is not required and MONE is not obliged to send the signed agreement back to the Client.

## **12. Suspension of services provision**

- 12.1. MONE, at its own discretion and taking at consideration the specific situation, giving preference to comply with the requirements of the legal acts, applied to the activities of MONE, and interests of the Client, MONE and third persons, has the right to unilaterally and without a prior notice apply one or several of the following measures:
- 12.1.1. to suspend execution of Payment operations;
  - 12.1.2. to suspend provision of all or part of Services to the Client;
  - 12.1.3. limit Client's access to the Account;
  - 12.1.4. to detain the Client's funds that are a matter of dispute;

- 12.1.5. to block the Account (i.e. fully or partially suspend Payment operations on the MONE account) and / or the Payment instrument (i.e. fully or partially prohibit to use the Payment instrument);
  - 12.1.6. to return frozen funds from the MONE account of the Client to the Payer under the circumstances indicated in Clause 3 of the Agreement.
- 12.2. Measures indicated in clauses 12.1.1-12.1.6 of the Agreement may be applied only in the following exceptional cases:
- 12.2.1. if the Client essentially violates the Agreement or a real threat of essential violation of the Agreement by the Client arises;
  - 12.2.2. if activities of the Client using MONE account have a potential to harm MONE business reputation;
  - 12.2.3. if the Client fails to complete necessary identification procedures, or submit the required by MONE information and / or documents, or engages in the prohibited activities set forth in Section 9 of the Agreement;
  - 12.2.4. if due to further provision of Services and activity of the Client, justified interests of third parties may be harmed;
  - 12.2.5. if due to objectively justified reasons related to safety of funds on the MONE account and / or the Payment instrument, unauthorised or fraudulent use of funds on the MONE account and / or the Payment instrument;
  - 12.2.6. if MONE finds out about theft or loss of the Payment instrument, suspects or finds out about illegal purchase or unauthorised usage of the Payment instrument, also in case of facts or suspicions that Security credentials of the Payment instrument have become known or may be used by third persons, MONE has reasonable suspicions that funds or the Payment instrument may be illegally used by third persons or the Account and / or the Payment instrument may be used for illegal activity;
  - 12.2.7. if MONE is informed by the Client that the Security Credentials of the Account and / or Payment instrument have been lost, stolen, misappropriated, used without authorization or otherwise compromised and therefore third persons may access Client's Account and use Services of MONE or illegally use the Payment instrument;
  - 12.2.8. if MONE receives substantiated information about liquidation of the Client or bankruptcy case;
  - 12.2.9. during operational maintenance, update, upgrade or errors of the System, as well as in case of illegal intervention, viruses or other malware suffered by the System;
  - 12.2.10. in cases specified by legislation;
  - 12.2.11. in other cases, stated in the Agreement.
- 12.3. The measure, specified in clause 12.1.6 of the Agreement, may be applied to the Client in the event that MONE has reasonable suspicions that the Client is engaged in fraudulent activities. In this case, at first the funds of the Payer that were credited to the MONE account of the Client are frozen and, if the Client does not perform the necessary actions (complete an additional identification procedure, provide the requested documents, or provide a reasoned explanation of the specified case in time), the frozen funds may be returned to the Payer. This measure is also applied in cases where MONE has a law enforcement order to freeze the funds and return frozen funds to the Payer.
- 12.4. MONE shall inform the Client about the measures applied under the Clause 12.1 immediately, unless notifying the Client or providing the Client with the reasons for the

suspension or restriction would be unlawful or compromise MONE's or third party's security interests. If there is a possibility to return funds of the Client, it will be informed in 2 (two) Business days from the moment of suspension of Service provision, except for cases when provision of such information would weaken safety measures or is forbidden by legal acts.

- 12.5. In the event of a reasonable suspicion that money laundering, terrorist financing or other criminal activity is being executed through the Client or the MONE account of the Client, MONE has the right to partially or completely suspend provision of the Services to the Client for a period of 30 (thirty) days without having to reason such decision to the Client and with the right to extend it unlimited number of times until the charges are fully withdrawn or
- 12.6. In case of reasonable suspicion by MONE that the Account of the Client has been hacked and used without authorization by third persons (i.e., Security credentials have become known to third persons), or the Payment instrument is used without authorization by third persons, MONE has the right to partially or completely suspend provision of Services to the Client, block the Account and / or Payment instrument without prior notice to the Client. In such case, MONE will inform the Client about the suspension of Services, blockage of the Account and / or Payment instrument as soon as possible and provide further information on actions that have to be performed by the Client in order to resume provision of Services to the
- 12.7. MONE cancels blockage of the Account and / or Payment instrument (or replaces it with a new Payment instrument) when causes for blockage of the Account and / or Payment instrument cease to exist.
- 12.8. The Account and / or the Payment instrument may be blocked at the initiative of the Client if the Client notifies MONE in a manner prescribed in Clause 5 and 8.6 of the Agreement. MONE has the right to demand from the Client to later confirm the orally submitted request to block the Account and / or Payment instrument in written or another acceptable to MONE way. If the Account and / or the Payment instrument has been blocked at the initiative of the Client, MONE has the right to cancel blockage only after receiving a written request from the Client, unless the Agreement states otherwise. MONE has the right to replace the blocked Payment instrument with a new one.
- 12.9. MONE is not liable for losses incurred by the Client due to suspension of Services, blockage of the Account and / or Payment instrument or other actions if those actions have been performed in accordance with the legal acts and / or procedures stated in the Agreement and under circumstances and on the basis specified in the mentioned documents.
- 12.10. Following the procedure set forth by the law, MONE has the right to withhold funds of the Payment operation for up to 10 (ten) Business days or for a longer period of time stated by the law, the Agreement.

### **13. Termination of the agreement**

- 13.1. If no Payment operations have been performed on the MONE account of the Client for at least a year MONE shall communicate to the Client in an agreed form that MONE:
  - 13.1.1. may close its MONE account on its own initiative due to inactivity if the Client during the time period set by MONE will not request to not do so;
  - 13.1.2. applies Commission fees for administrating MONE account and specify what Commission fees are applicable;
  - 13.1.3. upon Client's request may close or transfer the MONE account;

- 13.1.4. other information related to the consequences of termination of the Agreement indicated in Clause 13.9 below.
- 13.2. The Client has the right to terminate the Agreement unilaterally without appealing to the court, notifying MONE thereof in writing 30 (thirty) calendar days in advance by means provided in Section 10 of the Agreement. If the Client terminates the Agreement, the Client shall ensure that before the date of the termination of the Agreement and closure of the MONE account, the funds held in the MONE account(s) will be transferred to other payment accounts of the Client and / or third persons (i.e., before the Agreement is terminated the Client may continue to use Services of MONE, unless there are grounds for suspension of the Services as prescribed in the Agreement). Otherwise, if upon the date of termination of the Agreement there are left funds in the MONE account(s), such funds will be transferred by MONE only to the payment account of the Client held in another PSP in accordance with the procedure established in Clause 13.9 below.
- 13.3. MONE has the right to terminate the Agreement, terminate provision of the Services and close the MONE account, unilaterally without indicating the reason and without appealing to the court, notifying thereof the Client 30 (thirty) days in advance by means provided in Section 10 of the Agreement together with such notification providing information about the **refund procedure specified in Clause 13.9 of the Agreement**.
- 13.4. MONE also has the right to terminate the Agreement, terminate provision of the Services to the Client and close the MONE account unilaterally with immediate effect for the following reasons:
- 13.4.1. the Client fails to comply with MONE requests to complete due diligence procedures carried out and / or due diligence procedures carried out under this Agreement are not completed to MONE satisfaction;
  - 13.4.2. the Client's or its business risk changes and can no longer be assessed as acceptable to MONE, or if the Client fails to provide MONE with information or documents requested in the course of their business relationship;
  - 13.4.3. MONE is not able to check accuracy of the information the Client provided in the course of the due diligence procedures carried out;
  - 13.4.4. the Client breaches or MONE has grounds to suspect that the Client may be in breach any of the representations and warranties set out in the Agreement or provided with untrue, inaccurate or uncomplete information with respect to such representations and warranties;
  - 13.4.5. the Client breaches or MONE has grounds to suspect that the Client may be in breach of the prohibitions set out in the List of Prohibited Activities (as specified in the Clause 9.8).
  - 13.4.6. the Client breaches or MONE has grounds to suspect that the Client may be in breach of any laws or regulations applicable to the Client's use of the MONE account, or the Services;
  - 13.4.7. if the Client's activity is likely to harm operation of the System, MONE's or third parties' justified interests or business reputation;
  - 13.4.8. the Client is subject to bankruptcy, insolvency, restructuring, reorganisation, liquidation or other similar proceedings or procedures;
  - 13.4.9. in case of change of control over the Client which is not acceptable to MONE (if the Client is a legal entity);
  - 13.4.10. MONE is required to do so by the applicable laws;
  - 13.4.11. MONE ceases to be authorised to provide Services;

- 13.4.12. MONE is not able to provide the Services because third party provider involved into provision of the Services ceased and / or is not able to provide required services to MONE;
  - 13.4.13. in other cases where the Client breaches or MONE has grounds to suspect that the Client may be in breach of this Agreement or any other conditions applicable to the provision of Services.
- 13.5. In case MONE exercise its right to terminate the Agreement due to reasons specified in Clause above, MONE will notify the Client by means provided in Section 10 of the Agreement also providing information about the refund procedure specified in Clause 9 of the Agreement.
- 13.6. In case of termination of the Agreement, MONE deducts from the MONE account(s) Commission fees, payable for MONE Services provided to the Client, also fines, forfeits, losses, damages and other amounts paid to MONE due to Client's breach of the Agreement, or fines, forfeits, losses, damages and other amounts paid to third parties or the state, which MONE has incurred due to the fault of the Client. In case the amount of funds on MONE account(s) of the Client is insufficient, the Client undertakes to transfer provided amounts to the account of MONE indicated to the Client within 3 (three) Business days covering all amounts indicated in the present Clause. In case MONE regains a part of amounts paid to third parties, MONE undertakes to return the regained amounts to the Client immediately.
- 13.7. In the event of a dispute between MONE and the Client in respect of the Clause above, MONE has the right to detain funds under dispute until the dispute is resolved.
- 13.8. Termination of the Agreement does not exempt the Client from appropriate execution of all liabilities to MONE that were applicable towards the Client before the termination.
- 13.9. In case of termination of the Agreement, MONE's notification provided to the Client under this Section also contains the following information:
- 13.9.1. Termination of the Agreement serves as a basis to close MONE account(s);
  - 13.9.2. all funds held at MONE account(s) must be transferred to other payment accounts of the Client and / or third persons opened at another PSPs or Electronic money shall be redeemed by using other Services as may be appropriate to the Client, until the date of termination of the Agreement;
  - 13.9.3. The Client will be able to use Services before the date of termination of the Agreement if (i) there are no grounds for suspension of the Services as prescribed in Section 12 of the Agreement;
  - 13.9.4. The Client shall make a written notification to MONE indicating the payment account of the Client opened at another PSP to which MONE shall transfer outstanding amount of funds belonging to the Client if there will be any of them left in MONE account(s) after the termination of the Agreement. Notification shall be provided by means specified in Section 10 of the Agreement. MONE may request to provide proof that the account at another PSP is opened in the name of the Client and not perform the transaction until such proof is provided;
  - 13.9.5. The outstanding funds left at MONE account(s) after the Agreement is terminated will be held in MONE's segregated bank account dedicated to safeguard Clients' funds and from which MONE will transfer the funds owned to the Client if there will be any outstanding funds left in MONE account(s) after the Agreement is terminated;

- 13.9.6. In case the Client within 14 (fourteen) days will not indicate the payment account of the Client opened at another PSP and if there will be any outstanding funds left in MONE account(s) after the Agreement is terminated, MONE will charge the Client for the safeguarding of the outstanding amount of funds belonging to the Client. MONE will deduct applied fees for the safeguarding of such funds from the outstanding funds belonging to the Client;
- 13.9.7. The Client has a right within 3 (three) years from the date of termination of the Agreement to provide a written request to MONE after the Agreement is terminated, MONE account(s) closed to transfer the outstanding funds belonging to the Client to the indicated in a request payment account of the Client held at another PSP. MONE will deduct applied fees for the safeguarding of such funds from the outstanding funds belonging to the Client and not perform the transaction until such proof is provided;
- 13.9.8. If the Client will not provide a written request to MONE within 3 (three) years from the date of termination of the Agreement, the Client will lose a right of a claim in respect of the outstanding funds belonging to the Client and safeguarded by MONE.
- 13.10. In connection with the Clause above and in cases the Client has not indicated the payment account of the Client opened at another PSP to which MONE shall transfer outstanding amount of funds belonging to the Client if there will be any of them left in MONE repeatedly (at least once per 12 (twelve) months) sent reminding notifications to the Client.
- 13.11. Liability, indemnification, confidentiality and other provisions of the Agreement of survival nature shall survive termination of the Agreement.

**14. Confidentiality and data protection**

- 14.1. The Parties undertake to keep technical and commercial information of each other secret, except for publicly available information which has become known to them while executing the Agreement, and not transfer it to third parties without a written consent from the other Party or its legal representatives.
- 14.2. The Client agrees that MONE (as a data controller/processor) may manage its Personal data or Personal data of its clients\* with the following purposes:
  - 14.2.1. to provide Services;
  - 14.2.2. provide Service-related information the Client requests;
  - 14.2.3. for marketing purposes\*\*, e.g., providing customised advertisements and sponsored content and sending promotional communications; assessment and analysis of MONE's market, Clients, products and services (including asking for Client's opinions on MONE's products and Services, carrying out Client surveys, running competitions or promotions, as permitted by law);
  - 14.2.4. to understand the way people use MONE's online Services so that MONE can improve them and develop new content, products and Services;
  - 14.2.5. to handle claims;
  - 14.2.6. to protect MONE's interests before any court or any other institution;
  - 14.2.7. otherwise with Client's consent.
- 14.3.\* The Client shall inform its customers, managers and beneficial owners that their personal data (namely from the copies of the national ID, passport, proof of address and IP address, if not specified otherwise in the particular case) can be transferred to and / or processed by MONE (and / or any other authorised institutions (including, but not

limited to EU Member States)) in the view of lawful transactions and/or other financial activities. The Client shall obtain the consent from its customers and be liable for managing and/or transfer of its customers Personal data to MONE and / or any other authorised institution.

- 14.4.\*\* the Clients may opt out of direct marketing communications from MONE at any time. If it prefers not to receive MONE's direct marketing communications, it shall inform MONE by sending an email to [info@calimantana.com](mailto:info@calimantana.com) or clicking on the opt-out link appearing in the newsletter.
- 14.5.The parties shall take all reasonable measures to guarantee security of Personal data received while executing the Agreement. MONE may disclose personal data to the following entities:
- 14.5.1. companies that provide services for MONE;
  - 14.5.2. PSPs that provide payment services;
  - 14.5.3. companies assisting with organising competitions/games/promotions;
  - 14.5.4. other carefully selected business partners;
  - 14.5.5. other parties, when so required under law or necessary in order to protect our legitimate interests.
- 14.6.The period of storage of Personal data related to Payment operations is 8 (ten) years from the date of termination the Agreement, except when the legislation requires a longer period of data storage. Personal data not related to Payment operations shall be kept for the period of 5 (three) years. After the period of Personal data processing expires, MONE destroys Personal data at its possession.
- 14.7.Issues of protection of the Client's Personal data are also regulated by the Agreement "Privacy Policy", that is published in on the website and which the Client has read and undertakes to observe.
- 14.8.MONE has the right or a statutory obligation to transmit all collected important information (including Personal data) about the Client, Client's representatives and their activity to law enforcement institutions, state authorities and other financial institutions as well as supervisory authorities, if such duty is determined by the legislation, and in order to identify whether this Agreement and relevant legislation have not been or will not be violated.
- 14.9.The Client is informed that MONE might undertake necessary measures, including but not limited to, submitting requests to third persons directly or via third parties in order to determine identity of the Client and accuracy of other data submitted by the Client (KYC procedure).
- 14.10. MONE points out that in all cases MONE operates only as a service provider for the Client, which sends money to the Recipient under the Payment order of the Client and does not provide or offer any Services to the Recipient until it has become a Client of MONE.
- 14.11. MONE has the right to record digital conversations with the Client (over the phone, Skype or other remote ways). The Parties agree that telephone conversations and messages transferred via post, email and other telecommunication instruments may be deemed evidence when setting disputes between the Parties. By entering into the Agreement, the Client confirms that it has been informed about MONE making records of any telephone conversations with the Client or its representatives. The Client also has the right to record and store telephone conversations and other correspondence for the period of 5 (five) years from the date of termination of the Agreement, unless legal acts state otherwise.

14.12. The Client is informed that its MONE account number and Personal data required for the Payment operation may be detected and displayed to another MONE user (Client) who intends to make a Payment transfer to the Client if another MONE user (Client) enters a confirmed identifier of the Client (name, surname, MONE account number, email address).

## **15. Liability of the parties**

15.1. Each Party is liable for all fines, forfeits and other losses which the other Party incurs due to violation of the Agreement by the guilty Party. The guilty Party undertakes to reimburse direct damages incurred due to such liability to the affected Party.

15.2. The liability of the Parties is established in accordance with the laws and case law of the courts of the Republic of Estonia. MONE is not liable for the Client's losses resulted through the Client's fault and / or from lawful actions of the Client's customers (i.e., for the goods and services that the Client sell, supply, provide or receive, including without limitation for the quality, performance, safety and legality of such goods or services, as well as for their actual delivery).

15.3. Nothing in this Agreement shall operate to exclude liability for death or personal injury due to negligence or for fraud or fraudulent misrepresentation or for any statutory liability that cannot be excluded or amended by agreement between the Parties.

15.4. MONE shall not be liable for any indirect or consequential losses including but not limited to loss of profit, loss of business and loss of reputation, unless otherwise expressly indicated in the laws.

15.5. MONE shall only be liable for direct damages caused by direct and essential breach of the Agreement made by MONE, and only for damages which could have been foreseen by MONE at the time of breaching of the agreement:

15.5.1. the amount of compensation for damages caused by violating the Agreement by MONE shall not exceed the average of Commission fees for the last 3 (three) months paid to MONE by the Client for provided Services. This restriction is applied for the total amount of all violations of the month. In case the average of 3 (three) months cannot be calculated, the compensation cannot exceed EUR 2,000 (two thousand);

15.5.2. in all cases, MONE shall not be liable for non-receipt of profit and income by the Client, loss of reputation of the Client, loss or failure of Client's business, and indirect damages;

15.5.3. limitations of MONE liability shall not be applied if such limitations are prohibited by the applicable law.

15.5.4. MONE shall be liable for direct losses of the Client occurred due to unauthorised or incorrectly executed Payment operations (due to MONE error) only if the Client notifies MONE on becoming aware of any such Payment operation giving rise to a claim and no later than within 3 (three) months after the debit date, save for the cases in this Agreement that explicitly indicates Client's liability. If the Client does not submit this notification within the indicated time period, it is considered that Client has unconditionally agreed to the Payment operation, that has been executed on the Client's MONE account.

15.5.5. MONE shall be liable for direct losses occurred after Client's notification to MONE under Clause 5 of the Agreement.

15.5.6. MONE does not guarantee uninterrupted System operation, because System operation may be influenced (disordered) by many factors beyond control of

MONE. MONE shall put all efforts to secure as fluent System operation as possible, however, MONE shall not be liable for consequences originating due to System operation disorders if such disorders occur not due to the fault of MONE.

15.5.7. Cases, when MONE limits access to the System temporarily, but not longer than for 24 (twenty-four) hours, due to the System repair, development works and other similar cases, and if MONE informs the Client about such cases at least 2 (two) calendar days in advance, shall not be considered System operation disorders.

15.6. MONE is not liable for:

15.6.1. money withdrawal and transfer from the MONE account and for other Payment operations with funds held on the Client's MONE account if the Client had not protected its Security credentials, and as a result they have become known to other persons, and also for illegal actions and operations of third persons performed using counterfeited and / or illegal documents or illegally received data;

15.6.2. errors and late or missed transactions made by PSPs, billing systems and other third parties for whose actions MONE is not responsible;

15.6.3. consequences arising due to disturbances of fulfilment of any MONE obligations caused by a third party which is beyond control of MONE;

15.6.4. consequences arising after MONE legally terminates the Agreement, cancels Client's MONE account or limits access to it, also after reasonable limitation/termination of provision of a part of the Services;

15.6.5. goods and services purchased using MONE account, and also for other party, which receives payments from the MONE account, not complying with terms of any agreement;

15.6.6. for assessment and payment of any taxes, duties and other relevant charges that may arise from the Client's activity with the use of the MONE account or the Services. The Client is solely responsible for assessment and payment of any tax obligations and other relevant duties and charges whatsoever;

15.6.7. for a failure to fulfil its own contractual obligations and damages in case it was caused due to MONE fulfilling duties determined by the law.

15.7. If the Payment operation is executed in the currency of a member country to / from a foreign country or in the currency of a foreign country, the Client bears all the losses incurred due to the usage of a lost or stolen payment instrument; illegal acquisition of a Payment instrument if the client had not protected Security credentials.

15.8. The Client bears any losses incurred due to: (i) the usage of a lost or stolen Payment instrument or (ii) illegal acquisition of Payment instrument. The Client also bears any the losses incurred due to unauthorised Payment operations if the Client has suffered the losses as a result of acting dishonestly or due to its gross negligence or intentionally not fulfilling one or several of the duties indicated below:

15.8.1. to comply with the rules regulating issuance and usage of the Payment instrument and / or the Account provided in the Agreement when using the Payment instrument and / or the Account;

15.8.2. to notify the Company immediately as prescribed in the Clause 5 of the Agreement;

15.8.3. to undertake all possible measures to protect Security credentials of the Payment instrument and / or the Account.

15.9. Where the Client denies having authorised an executed Payment operation or claim that the Payment operation was not correctly executed, the burden shall be on the Client to prove that the Payment operation was not authenticated, was affected by a technical breakdown or some other deficiency of the System.

15.10. The Party is relieved from the liability for failure to comply with the Agreement in case the Party proves that the Agreement has not been properly executed due to circumstances of force majeure which are proven in accordance with the procedure established by the law. The Client shall notify MONE by means established in Section 10 of the Agreement about the force majeure within 10 (ten) calendar days after the day of occurrence of such circumstances. MONE shall notify the Client by means established in Section 10 of the Agreement about force majeure circumstances within 7 (seven) calendar days after the day of occurrence of such circumstances.

## **16. Governing law and settlement of disputes between the client and MONE**

16.1. MONE aims to settle all disputes with the Client amicably, promptly and on terms acceptable to both Parties, thus, in case of a dispute, Clients are encouraged to firstly address MONE directly. Disputes are solved by negotiation.

16.2. The Client may submit a written complaint (the **Complaint**) regarding Services of MONE claiming that the rights and / or legitimate interests of the Client have been violated in relation to the Services provided by MONE under the Agreement and asking for satisfaction of the claims, by the following means:

16.2.1. sending a written Complaint [info@calimantana.com](mailto:info@calimantana.com);

16.2.2. sending a written Complaint via the account.

16.3. The Complaint shall contain:

16.3.1. full legal name or company name and (if applicable) MONE account information;

16.3.2. an email address from which to receive communication about the Complaint;

16.3.3. a full description of your Complaint;

16.3.4. claim to MONE;

16.3.5. evidence, documents, correspondence, attachments or any other information that could help MONE with the investigation of the Complaint.

16.4. If the Complaint is incomplete or information is missing, details are too vague, MONE might contact the Client for additional information, documents or any other details. If the Client will not provide requested information and / or documents, MONE will not be able to resolve Client's Complaint and the Complaint may be dismissed. MONE will notify the Client in case the Complaint is dismissed explaining the reason of such dismissal.

16.5. Terms of consideration of Complaints:

16.5.1. MONE shall examine Client's Complaint and notify the Client about the decision not later than within 15 (fifteen) Business days from the day of receipt of the Complaint;

16.5.2. if MONE is not capable to provide the answer to the Complaint within the time period specified in Clause 16.5.1 above, MONE will send the Client a preliminary response which will clearly indicate the reasons for delay in resolving the Complaint and the term by which the Client will receive a final response with the decision that shall in any case not exceed 35 (thirty-five) Business days in total.

- 16.6. Should the Client be not satisfied with the decision, the Client may request that the matter of the Complaint be reviewed again. In such case MONE provides a response to the Client within 5 (five) Business days.
- 16.7. Analysis of Complaints of the Clients by MONE is free of charge.
- 16.8. In case of failure to settle a dispute amicably, the dispute shall be settled in the courts of the Republic of Estonia which are granted with exclusive jurisdiction to hear, settle and / or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this Agreement, including any question regarding its existence, validity, formation or termination. Competent court of the Republic of Estonia shall be determined according to the location of office.
- 16.9. If the Customer believes that MONE has breached the provisions of the laws, the Customer has the right to submit a complaint to FINTRAC (Canada).
- 16.10. This Agreement and relations of the Parties that are not regulated by this Agreement shall be construed and interpreted in accordance with the laws of the Republic of Estonia.

**17. Final provisions**

- 17.1. Each Party confirms that possesses all permissions and licences required under the applicable law that are necessary for the execution of the Agreement.
- 17.2. Titles of Sections and articles of the Agreement are intended solely for convenience of the parties and cannot be used for interpretation of the provision of the Agreement.
- 17.3. The Client does not have the right to assign its rights and obligations arising out of this Agreement to third parties without a prior written consent from MONE. MONE reserves the right to assign its rights and obligations arising out of this agreement to third parties at any time without a consent from the Client if such transfer of rights and obligations does not contradict the legislation. MONE informs the Client on such assignment within 10 (ten) Business days after the assignment.
- 17.4. If any provision of the Agreement shall be held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, such provision shall be divisible from the Agreement and the validity, legality and enforceability of the remaining provisions shall not be affected.
- 17.5. Links to websites given in the Agreement regulating provision of separate Services are integral part of this Agreement and are applied to the Client from the moment it starts using the respective Service.