

## Terms of Service

Wise MPay works with Stored Value Facility (SVF). Users shall carefully read these terms and conditions in order to make a decision whether to use the Wise MPay Services.

This Terms of Service ("Agreement") is a contract between you and Wise MPay Pte. Ltd. and applies to your use of Wise MPay Services. If you do not agree to be bound by the terms and conditions of this Agreement, please do not use or access Wise MPay Services.

You must read, agree with, and accept all of the terms and conditions contained in this Agreement and the Privacy Policy, which include those terms and conditions expressly set out below and those incorporated by reference, before you use Wise MPay Services.

By completing the sign-up process, you are deemed to have expressly read, understood and accepting this Agreement, you also agree that your use of other Wise MPay Website and Services will be governed by the terms and conditions posted on those websites. You agree to be bound by these Terms and Conditions and other specific rules and procedures as determined or as may be amended from time to time. Where you are sending a money transfer to a Recipient who is not registered with us, you agree to accept the provisions of these Terms and Conditions not only for yourself but also on behalf of the Recipient.

We may amend this Agreement, the Privacy Policy and each of our policies at any time by posting a revised version on our website, we will provide you with 10 calendar days' prior notice of any change. All future changes set out in the revised Agreement already published at the time you register for the Services are incorporated by reference into this Agreement and will take effect as specified. If you do not agree to be bound by the revised terms and conditions, you should discontinue your use or access of our Services. By continuing to use the Services and/or any part thereof on each and every occasion, you agree to and/or are deemed to have agreed to the revised terms in relation to the Services and shall be bound by them absolutely as issued or adopted by us from time to time. As such, you should visit this page periodically.

We have the right to contravene the term of advance publishing of a new edition of the Agreement in case such Changes are required by law or relate to the introduction of new services, additional functions to the existing Services or any other changes which may neither restrict your rights nor extend your liability limits. In such cases, the Changes are made without prior notification of the Users and come into effect immediately.

In the case at any moment you no longer agree to those terms or other conditions, you shall immediately close your Wise MPay Account with us and discontinue our relationship.

### 1. DEFINITIONS

"Agreement" - the present Agreement effective on a particular day, including any annexes hereto, Policies, Fees, Privacy Policy, those terms and conditions expressly set out below and those incorporated by reference, as well as all of the forms filled out by you in compliance with the Services requirements, regardless of the time and manner of the provision thereof.

"Wise MPay", "We", "Us" "Ourselves" or "Our" - refers to Wise MPay Pte. Ltd., together with its employees, officers, directors, subsidiaries, affiliates, successors, and or assignees. Wise MPay Pte. Ltd. (CRN: 201010224Z) is a company incorporated under the laws of Singapore, has its registered office at 1 Commonwealth #03-04 One Commonwealth Singapore 149544.

"Wise MPay Services" or "Services" - all our products and services and any other features, technologies and/or functionalities offered by us on our website(s), mobile software application, kiosk or through any other means.

“WiseMPay Wallet” - Wise MPay mobile software application to contain the Stored Value, and is a payment method in your Wise MPay Account.

“Cards” - the physical prepaid card which is provided to you upon your request and completion of a Know-Your-Customer (KYC) process to the Issuer. Issuer who issues the prepaid card can be a Bank or non-Bank institution.

“Remittance Services” - the money remittance services provided or facilitated by ThirdParty from time to time. The ThirdParty is Licensed, Authorised and Regulated by the Monetary Authority of Singapore (MAS) under the Money Changing and Remittance Act (Chapter 187) for the provision of remittance services. Please note that such licensing does NOT guarantee the performance of the remittance licensee and you take the risk of any loss suffered from the remittance. You acknowledge that the remittance services are transactions between you and the ThirdParty and not with us, or other of our affiliates. You agree and confirm that we make no representations or warranties in respect of the services offered by Merchant, including, without limitation to, the accuracy, adequacy, timeliness, fitness for any purpose or completeness of any of the services. You are advised to refer carefully to Merchant’s terms and conditions, refund and return policy before making any purchase.

“Kiosk” - an unattended electronic machine to deposit fund to store into Wise MPay Wallet and or the buy and sell Digital Tokens services provided or facilitated by ThirdParty from time to time. You acknowledge that the buy and sell Digital Token services are transactions between you and the ThirdParty and not with us, or other of our affiliates. You agree and confirm that we make no representations or warranties in respect of the services offered by Merchant, including, without limitation to, the accuracy, adequacy, timeliness, fitness for any purpose or completeness of any of the services. You are advised to refer carefully to Merchant’s terms and conditions before using the service.

“Country” - the country or territory where you are residing.

“Destination Country” - the country in which the Recipient receives money through the Service.

“System Interface” or “API” - application programming interface.

“Stored Value Facility” or “SVF” - as construed in the Payment Systems (Oversight) Act 2006 including any amendments and supplements thereto from time to time.

“Stored Value” or “Monetary Funds” - the monetary value paid in advance for and stored in your Wise MPay Wallet or the residual value remaining in your Wise MPay Account which may be used by you for payment for products and services in one of the Applicable Currencies, and for other lawful purposes.

“Wise MPay Website” or “Website” or “SITE” - the website [www.wisempay.com](http://www.wisempay.com) and its subdomains.

“MAS” - the Monetary Authority of Singapore.

“Policy” “Policies” or “Privacy Policy” - any policy or other agreement between you and Wise MPay that you entered into on the Wise MPay Website/s, or in connection with your use of the Wise MPay Services.

“Applicable Currencies” - are the currencies which are accounted on your Wise MPay Account. The information on the currencies which we operate is published on Wise MPay Services.

“Recipient” - an individual, an entrepreneur or a body corporate who receives fund through the Services.

“Sender” - an individual, an entrepreneur or a body corporate who use the Services to send fund.

“Wise MPay Account” or “Account” - a Guest, Regular, User or Merchant Account, and includes any future types of accounts we may introduce.

“User”, “Client”, “Consumers” or “Customer” - an individual, an entrepreneur or a body corporate having an Account in Wise MPay.

“Verified Account” - an Account identification and verification procedure has been conducted in compliance with the requirements imposed. A Verified Account status does not constitute an endorsement of a User or Merchant or a guarantee of a User’s or Merchant’s business practices.

“Instruction” - any instruction for payment, transfer, withdrawal or such other instruction in relation to the Wise MPay Services. We, however, reserve the right to require the instruction and supporting document/s, before we may decide to act or not on the instruction, if we have reasonable grounds, therefore.

“Transaction” - a specific instruction to send money through WiseMPay Services.

“Transaction Limits” - we may, from time to time, impose transaction limits (such as minimum transaction amounts) in connection with the Wise MPay Services or other services or vary the frequency or manner of use of related services.

“You”, “Your” or “Yourself” - in any gender or case, singular or plural, refers to an individual, an entrepreneur or a body corporate whether in their capacity as Senders, Recipients, or visitors to any of Wise MPay Services.

## **2. GENERAL TERMS**

2.1 Our relationships with the User are described in the present Agreement and are regulated hereby. The Present Agreement is applied to your use of Wise MPay Services and any of the Services provided to the User.

2.2 Wise MPay is not a bank or deposit-taking company. The stored value on your Wise MPay Account is not a deposit, and your account is not a bank account. You agree to not receiving an interest or another increment on the Monetary Funds from Wise MPay. Wise MPay does not use any Users’ funds for giving credits, issuing securities.

2.3 Wise MPay provides the Users with the services of storage and transferring of stored value in any of the Applicable Currencies, as well as of conversion of the Users’ stored value from one Applicable Currency to any other (Applicable Currency). Our Services availability varies by country.

2.4 Wise MPay Pte. Ltd. is an independent provider of funds storage and transferring services and is not your agent or authorized representative. We do not have control over or bear any responsibility for the products and services which are paid for via the Services, and are not responsible for the fulfilment of the obligations of a deal paid for via the system by a party of such a deal. You are solely responsible for choosing your contractors and do face all risks of unfulfilment of their obligations to you. We shall not bear any responsibility for any fraud or bad faith practices committed by the entities that you deal with in terms of using the Services.

2.5 The present Agreement is applied to solely the Services which are implemented and which you are connected to. Any terms of the Agreement regarding the Services named therein but not in fact implemented, or those you do not use, come into effect only upon the implementation thereof and/or your connection thereto.

2.6 Wise MPay Pte. Ltd. has the right to, in its sole discretion, set the terms of the introduction of the services not implemented, or refuse the implementation thereof. We do also have the right to refuse the provision of certain or all the services, giving you the ability to manage your monetary funds.

2.7 Any operation on a User Account is carried out, provided that the remainder of funds thereon is sufficient for carrying out the transaction and paying the relevant fee and or commissions, and also paying

the other costs of the carrying out thereof, if any such are incurred. Withdrawal of funds, exceeding the remainders thereon, is not allowed, we do not give loans or overdrafts to the Users.

2.8 Any operation may only be carried out in compliance with the restrictions imposed by the law against money laundering and financing of terrorism. For the purpose of reduction of risks, protection of the Users from losses, or prevention of fraud, Wise MPay may, in its sole discretion, impose restrictions on the amount, the types and the number of operations via the Services.

2.9 You are responsible for the accuracy of your instructions as to the carrying out of any transactions. Having been sent by you, your instructions will be final and irrevocable. The monetary funds (SVF) errantly sent in accordance with your instructions will not be refundable.

2.10 You shall be obliged to timely review any messages and the transaction history on your mobile and Wise MPay Wallet.

2.11 Wise MPay acts on your behalf keeping the records related to your Account. You understand and agree that (i) you are responsible for the accuracy and relevance of all the information provided by you, (ii) your failure to provide accurate and relevant information may lead to measures taken against your Account, the access to Wise MPay Services may be revoked, and may lead to authorities' actions in relation to your Account, or other sanctions and actions defined by the present Agreement and the applicable law, (iii) we do not bear responsibility for any inaccurate or outdated information provided by you via our Services.

2.12 You understand and agree that Wise MPay, for the purpose of complying with the law on prevention of legalization (laundering) of illegally received income and financing of terrorism, has the right to request the information on any operations carried out on your Wise MPay Account, and require written clarifications and documents for the explanation of the nature and the purposes of the operations. You shall be obliged to provide us with such information and documents. We have the right to suspend the execution of any operation until we are provided with such information and documents by you.

2.13 You understand and agree that Wise MPay, for the purpose of complying with the law on prevention of legalization (laundering) of illegally received income and financing of terrorism, has the right to refuse to carry out operations, and the right to block your Wise MPay Account and, if required by law, inform the relevant competent authorities of any transactions and disclose other information thereto.

2.14 Any commissions and fees payable in accordance with the present Agreement and the Services' Fees are subject to withholding by us from the User Account at the moment of the carrying out of the transaction.

### **3. APPLICATIONS AND ACTIVATION**

3.1 To help the government fight terrorism and money laundering, the applicable laws require us to obtain, verify and record information that identifies each individual, an entrepreneur, a body corporate or who signs up for a WiseMPay Services. This mean: when you sign up for an account, we will ask for your full name, address, nationality, date of birth, place of birth, gender, an identification number/passport number, document expiration date, email address, mobile number and take a selfie.

3.2 Only qualified User can use WiseMPay Services by completing sign-up process with us. You will not access, use, or attempt to use our Services and other services unless (i) you are at least 18 years old, and that you have the legal capacity to form a binding legal contract in the relevant jurisdiction; and (ii) for business entity you must have obtained the necessary corporate and/or regulatory approvals.

3.3 By agreeing to the terms and conditions of the Agreement (i) you represent and warrant to us that the information and contact details provided by you to us are true, accurate and current, including current email address and mobile number and promptly update the information if and when it changes. You understand and agree that if Wise MPay sends you a communication but you do not receive it because

your primary email address or mobile number is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive Communications, Wise MPay will be deemed to have provided the Communication to you. (ii) you give us the power to, directly or with assistance of third parties, comply with any requests which we deem to be necessary for verification of your identity, as well as for verification of the accuracy of the information provided by you. This may include asking you for further information or documentation, requiring you to provide a scan copy of your national identification documents/card (or passport), proof of address, taxpayer or national identification number. You also grant us the right to request or obtain your credit history or credit report from a credit bureau at any time Wise MPay reasonably believes there may be an increased level of risk associated with your Account.

3.4 We retain the right to prevent, block and restrict access to your Account (several or all) or the Services or not to act on conflicting and incomplete instructions, in case we are unable to receive or verify the information provided by you, it is contradictory or inaccurate, in case you refuse to provide the required information, refuse to perform the actions necessary for the verification of the documents, information and your identity, or in other cases statutorily required by Singaporean law.

3.5 It is paramount that all funds deposited by you from time to time, are of legal origin, are not the proceeds of crime, including but not limited to, proceeds of drugs trafficking or dealings in other prohibited substances or proceeds of illegal arms trades, illegal gambling, prostitution, terror funds etc. When you place a Remittance Order source of funds and reasons of Remittance in the form of authentic documentation may be required.

#### **4. FEES, CHARGES AND TAX**

4.1 You agree to pay Wise MPay any and all prevailing fees charged by Wise MPay from time to time in connection with the provision or use of the Services. The fees are chargeable as long as the Wise MPay Service was used, even if the transaction was unauthorised, made in error, cancelled, or for whatever other reason that the receiving User has not received the money. Any fees charged by Wise MPay may be deducted from or set-off against your Wise MPay Account.

4.2 The fees charged by us shall be payable in advance and are strictly non-refundable.

4.3 We reserve the right to, and may at our sole discretion, charge and revise from time to time the privileges and benefits of the Services and related services, including related fees (including adding new fees). We shall, in most cases, give reasonable notice to you of the rates and other relevant information on any fees before they become effective provided that the variation is within our control. We reserve the right to amend charges of fees/commission in lieu. The continued use of WiseMPay Services and related services shall be taken as acceptance by you of the terms, benefits, and fees.

4.4 In consideration of our agreement to provide the Remittance and Kiosk Services, you shall pay to us the fees set out in the service.

4.5 Taxes and charges: The Fees are exclusive of any or all taxes, duties and charges imposed or levied by the appropriate local or overseas governmental agencies, financial institutions or other third parties in connection with WiseMPay Services and related services or otherwise pursuant to these Terms and Conditions (including any applicable sales, use, value-added, transaction, goods and services or other similar taxes goods and services tax), all of which shall be borne by you. In the event that any amounts payable by you to us under these Terms and Conditions are subject to any withholding tax, you shall deduct such withholding taxes from payments due to us and forward the balance to us.

4.6 You agree that you are responsible to calculate, validate and pay any and all sales, use, excise, import, export, value added, withholding and other taxes and duties assessed, incurred, or required to be collected ("Taxes"). Wise MPay is not responsible for determining whether Taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction or for reporting any information, to you or any taxation, governing or third authority. You agree to indemnify us and our

affiliates against any claim or demand for payment of any fines, penalties, similar charges or costs imposed or incurred as a result of your failure to remit or report any Taxes in connection with any transaction.

4.7 Should such fees apply, without derogating from any other remedy available to Wise MPay, Wise MPay, at its sole discretion, may suspend or terminate the access and right to use all or any portion of the Services, at any time, upon notice to you, if you fail to pay the fees or any part thereof on time.

## **5. OPERATIONS ON A USER ACCOUNT**

### *5.1 Sending payments*

5.1.1 You may carry out payments to any User and also to the entities not being the Users.

5.1.2 In order to carry out a payment to a Recipient having an Account or not having an Account and not being the User, you must choose the corresponding option and specify the amount of the payment and the Recipient of the funds, as well as other information required.

5.1.3 You are responsible for ensuring, and you warrant, the truthfulness, accuracy, and completeness of all information provided by you for the carrying out of each payment including but not limited to the Recipient's contact details. After your confirmation, the funds are withdrawn from the Account of the Sender and transferred to the Recipient and can not be revoked.

5.1.4 You hereby instruct and authorised us to debit your Account and transfer the amount of funds specified by you to the Recipient.

5.1.5 We have the right to require additional information not required by the Service's standard forms. We have the right to refuse to carry out the operation if the information provided by you is not compliant with the Service's requirements, incomplete or irrelevant, or if you refuse to provide us with the information additionally requested.

5.1.6 We shall be entitled, at our absolute discretion, to reject or refuse to accept or process or to cancel any payment request and shall not be required to give any reason for the same.

5.1.7 You represent and warrant that, in relation to each payment, you have obtained the necessary consent of the relevant Recipient to disclose such Recipient's personal data (including contact details) to us and for us to use and disclose such Recipient's personal data as required for the purposes of the transfer.

### *5.2 Receiving payments*

5.2.1 Any payments payable to the Recipients having Wise MPay Accounts are deposited automatically, in the currency of the payment to a Wise MPay Account of the Recipient, opened in the corresponding currency. The transaction will be show in the transaction history.

5.2.2 If you regularly sell products or services for the purpose of earning a profit. You shall be obliged to, by yourself, determine which taxes, if any, are imposed on the payments which you send or receive, and are responsible for the tax collection, declaration, and exemption, in the relevant amount, to the relevant tax authority. Wise MPay is not responsible for the determination of whether your transaction is imposed taxes upon, and for the tax collection, declaration or any tax exemption on the transaction.

5.2.3 You represent and warrant that you are the intended recipient of the payment and that you are the legal and beneficial holder of the designated Wise MPay Account, WiseMPay Wallet, Services and related services to which the payment is to be credited.

### 5.3. *Withdrawing funds.*

5.3.1 You can withdraw the balance funds in your Wise MPay Account to your bank account, if a withdrawing fund application form is duly completed and submitted to us in accordance with the withdrawing funds policy. We may limit your ability to withdraw funds until you comply with our requests for information for Verification. For the avoidance of doubt, withheld funds or any funds placed on hold shall not be withdrawn. Additionally, we may delay withdrawals of large sums of money while we perform a risk review.

5.3.2 If conversion of one Applicable Currency into Another is required upon a withdrawal of funds, such conversion is carried out in accordance with clause 5.4 of the Agreement.

### 5.4 *Conversion of the Applicable Currencies*

5.4.1 The Users having Wise MPay Accounts in different Applicable Currencies may freely carry out the conversion of one Applicable Currency into another by transferring funds between their Accounts.

5.4.2 In order to carry out the conversion, a User must give an instruction where they must specify the Account which the transfer of the funds will be carried out from and the Account which the monetary funds will be deposited to. On top of that, the User must specify the amount of the transfer either in the currency of the Account of the withdrawal or in the currency of the Account of the depositing in another Applicable Currency.

5.4.3 Conversion of one Applicable currency into another is carried out at the rate set in the Services.

5.5 When withdrawing your Account balance, you will be charged the prevailing withdrawal fees depending on the method of withdrawal you choose, this apply for each withdrawal. In addition, if you withdraw your balance in a currency other than the currency in which the balance on your Account is denominated, you will be charged the prevailing currency conversion fees.

## 6. **CARDS**

6.1 In addition to this Agreement, you agree to comply with the User Agreement governing your use of services of our service provider. You require to provide your name, address and any other requires details for Verification for application of the Cards.

6.2 You agree and irrevocably authorise Wise MPay to collect and disclose your application information to such third party service providers. Your information will be used in accordance with their respective privacy policy.

6.3 You may, at any time, suspend your Cards. For cancellation, termination and reactivation of the Cards you should direct to Issuer Customer Service for instruction. You acknowledge that such actions may be charged an amount by the Issuer for such changes.

6.4 Upon cancellation or termination of your Cards, you cannot use your WiseMPay Services to top up your Cards.

## 7. **TOP-UP**

7.1 Your Cards is a reloadable account where you have completed all registration requirements as may be determined by the Issuer, meaning Know-Your-Customer (KYC)-validated.

7.2 Where Cards has been designated as a reloadable account, the maximum remaining balance on the Cards, spend limit per day and per month, the fees and charges, termination and cancellation, refund and other rule and regulations are set forth at Issuer own discretion.

7.3 You may authorised Wise MPay to top-up credit to the Cards from your Wise MPay Wallet.

7.4 Wise MPay may at its sole and absolute discretion reject your request to credit to the Card for any reason whatsoever.

## **8. REMITTANCE SERVICES**

8.1 The Remittance Services is subject to the Terms and Conditions provided herein as may be amended from time to time. You signify agreement with these Terms and Conditions and assume liability for any and all charges and fees incurred on the necessary Transactions/Remittances and related services, whether authorized or unauthorized. When you place a Remittance Transaction, the source of funds and reasons of Remittance in the form of authentic documentation are required.

8.2 We will facilitate conversions from one currency to another for the purpose of remittance. Cancellation will not be entertained once a Foreign Exchange agreement/contract has been entered.

8.3 Remittance Service and funds availability depends on certain factors including amount sent, destination country, currency availability, regulatory issues, consumer protection issues, identification requirements, delivery restrictions, Destination Country hours, and differences in time zones.

8.4 Where available and allowed by laws, we may allow you send money from or to a bank, a prepaid or credit card, an electronic wallet, a biller, or a similar account (collectively, "Accounts"). The bank or other provider of an Account (the "Account Provider") may impose additional fees on an Account. The agreement with the Account Provider governs the use of an Account and provides the rights and liabilities of the holder of an Account. Unless required by applicable law, we accept no responsibility to you or any Account holder for any fees imposed by an Account Provider. If the currency you select for a transaction is not the currency in which an Account is denominated, the Account Provider may convert the funds at its own currency exchange rate or reject the transfer. We may use the Automated Clearing House ("ACH") network, book transfer, electronic funds transfer, wire transfer or other methods to process transactions relating to an Account. We are not responsible for actions taken by the Account Provider, such as improperly posting a transaction.

8.5 Recipient may be able to elect a payout method that differs from the payout method you specify; you authorize us to honor Recipient's election of payout method. Recipients who choose to receive funds through a payout method other than crediting in the bank account or in a currency other than the one you selected may incur additional fees to access funds. Certain countries and/or jurisdictions may impose a tax, fee and/or tariff on your transaction and/ or Recipient's receipt of, or access to, transferred funds. Transactions may be reported to applicable authorities. Messaging and notification services may incur additional fees.

8.6 In addition to the Remittance transfer fees applicable to the remittance transaction, a currency exchange rate will be applied. Singapore currency is converted to foreign currency at an exchange rate set by us unless the laws of the Destination Country do not permit us to set an exchange rate. Payouts will generally be made in the national currency of the Destination Country ("Local Currency"). In some countries, you may designate a payout currency other than the Local Currency; however, the alternate currency you choose may not be available at all Destination Countries. We are not responsible for the currency exchange rate that will be applied if Recipient chooses to receive a currency other than the currency you selected.

8.7 We rely on information you provide and may rely solely on the Account numbers and identifying numbers that you provide for identifying an Account and/ or Account Provider, regardless of whether or not you also provide the name of the Account holder or the name of the Account Provider. Please review



all transaction details for accuracy before completing your transaction. Make sure the account number, account provider details, and currency selected are correct before sending. If the account number or Account Provider details are incorrect, money may be debited or credited to the wrong account and may not be recovered.

8.8 Recipient's agreement with the Account Provider governs Recipient's rights, liabilities, and fees (including fees to transfer cash out of an account), and the Account Provider may impose its own restrictions regarding funds availability, limits that may be transferred to or held in an Account, hours of operations, holidays or other limitations. In most cases, Recipient must be enrolled in the account program to receive such a transfer. A Recipient who is not enrolled in the account program may be able to receive funds at an Agent location and may be subject to additional requirements.

8.9 We will not be liable to you for any and all liabilities, losses and damages incurred by you arising from any loss or delay in the transmission or wrongful Interception of any order through a system owned or administered by us. We reserve the right to terminate these Terms and Conditions without notice. You must indemnify us for any shortfall and be responsible for any losses and risks arising from designated conversions.

8.10 You understand that late arrival of funds might result in next day delivery. Any failure to perform your instructions as a result of circumstances, which could reasonably be considered to be outside our control.

8.11 We have the right not to process any particular transaction. When agreeing to a Transaction, you are requesting that we process the Transaction on your behalf. We may, at our sole discretion, choose whether or not to accept the offer to process that Transaction. However, if we decide not to process the Transaction, we will notify you of that outcome and refund the monies paid to us.

8.12 We reserve the right to modify or discontinue the Service or any part of the Service without notice, at any time and from time to time. We may, in our absolute discretion, refuse any Transaction or limit the amount to be transferred, either on a per-transaction basis or on an aggregate basis, and either on individual accounts or corporate accounts or on related accounts.

8.13 We may, at our sole discretion, refuse Transactions from certain Senders or to certain Recipients, including but not limited to entities and individuals on restricted or prohibited lists issued from time to time by the Singapore Government.

8.14 We will attempt to process Transactions promptly, but any Transaction may be delayed or cancelled for a number of reasons including but not limited to: our efforts to verify your identity; to validate your Transaction instructions; to contact you; or otherwise to comply with applicable law; or due to variations in business hours and currency availability.

8.15 We will attempt to provide Senders and Recipients with up to date information regarding the location and opening hours of our Service Providers by means of information on our website. However, you agree that we shall not be held responsible for any inaccuracies that may appear in that information or any consequential loss, which may result from incorrect or incomplete information.

8.16 You acknowledge and agree that funds to be, or which have been remitted under WiseMPay Wallet, Services and related services, shall be net of applicable duties, fees or charges imposed or levied by any local or overseas governmental agencies, financial institutions or other third parties in connection with effecting, processing and/or receiving the remittance, all of which shall be borne and paid by you (and may be deducted from any sums paid to or received by us in connection with WiseMPay Wallet, Services and related services).

## **9. THE KIOSK, REGISTRATION AND ACCESS**

9.1 The Kiosk is an unattended electronic machine to deposit fund to store into Wise MPay Wallet and or the buy and sell Digital Tokens services provided or facilitated by ThirdParty. Fees may be charged for the use of features on the Kiosk.

9.2 The Kiosk only serves existing customers that have been successfully on-boarded. New customer signups are not permitted on the Kiosk. In order to access and use the Kiosk, you must register via the Wise MPay Wallet to complete the sign-up process.

9.3 When you use the Kiosk (i) you certify that any Digital Tokens used by you in connection with the Kiosk are either owned by you or that you are validly authorized to carry out the transaction using such Digital Token, and that all transactions initiated by you are for your own and not on behalf of any other person; and (ii) you agree to abide by any relevant laws or regulations in your jurisdiction, including but not limited to reporting any trading activities or profits for taxation purposes.

9.4 We reserve the right to suspend or terminate, according to our sole discretion and without providing any prior notice, your registration or access to the Kiosk or the Services, in the event that (i) when we reasonably suspect that you have breached any of the Agreement, (ii) when we reasonably suspect fraudulent or illegal activities, or (iii) when the Agreement has been terminated.

9.5 You will utilise all reasonable efforts to protect user credential from your Digital Token account, including without limitation any personally identifiable information, from unauthorized access or use. You are solely and wholly responsible for the security of your Digital Token account and we urge you to keep your Digital Token account password secure and to always log-off from the Kiosk when leaving the device through which you accessed the Kiosk unattended. You acknowledge that you are solely responsible for any damages arising from or relating to any authorized or unauthorized use of your Digital Token account.

9.6 You acknowledge and agree that you are solely and wholly responsible for obtaining and maintaining any hardware, facilities, connections, licences, permits, database, equipment, external software or any other resources as may be required and/or necessary for the use of the Kiosk (such as mobile device, internet connection and telecommunications) and any relevant payment application. We do not and will not bear any liability for any cost, expense, loss or other damage you may suffer directly or indirectly with respect to such hardware, facilities, connections, licences, permits, database, equipment or external software or any other resources as may be required, in connection with use of the Kiosk

9.7 We reserve the right to apply limits on the use of the Kiosk, for example, by limiting the available features, or number of supported Users and/or transactions. We further reserve the right to publish such limitations, have them differ from User to User, or change such limitations at will, in each case in our sole discretion.

DISCLAIMER: Digital Token prices are volatile and fluctuate day-to-day. Trading in these Digital Token may be considered a high risk activity. Proper due diligence and sound judgement should be used in evaluating the risks associated with these activities. Wise MPay does not solicit nor make any representation that Digital Token are an investment vehicle. The decision to buy and sell Digital Tokens entirely on the Users own independent judgement.

## **10. INTELLECTUAL PROPERTY RIGHTS**

10.1 In consideration of your agreement to abide by these Terms and Conditions and to pay the Fees, we hereby grant you a personal, non-exclusive, non-transferable, non-perpetual, non - exclusive right and revocable licence to access and use the WiseMPay Wallet, Kiosk, our website, Services and related services subject to and in accordance with these Terms and Conditions.

10.2 You do not have the right to alter, modify or make changes to these copyright, trademark or HTML logos in any way, use them in a manner that is discrediting Wise MPay or the Wise MPay Services or display them in any manner that implies the financial condition or the public reputation of Wise MPay. In addition, all page headers, custom graphics images, button icons, icons and signs (sets of symbols) and scripts are the service marks, the trademarks of the elements of the corporate identity of Wise MPay. You do not have the right to copy, imitate, or use them without our prior written consent of the right holders.

10.3 The WiseMPay Wallet, Kiosk, our website, Services and related services, the content, and all intellectual property relating to them and contained in them (including but not limited to copyrights, patents, database rights, trademarks and service marks) are owned by affiliates, our third parties, or us. All rights, title and interest in, and to WiseMPay Wallet, Kiosk, our website, Services and related services shall remain our property and/or the property of such other third parties.

10.4 The WiseMPay Wallet, Kiosk, our website, Services and related services may be used only for the purposes permitted by these Terms and Conditions or described on our WiseMPay Wallet, website. You are authorized solely to view and to retain a copy of the pages of the WiseMPay Wallet, Kiosk, our website, Services and related services for your own personal use. You may not use any robot, or spider or other automated device to access WiseMPay Wallet, Kiosk, our website, Services and related services and you shall not (nor attempt to) copy, change, hack, decompile, reverse engineer, disassemble, derive the source code of, modify, or create derivative works of the underlying Wise MPay Wallet, Kiosk or any other part of the Wise MPay Property or in any other way manipulate the WiseMPay Wallet, Kiosk, our website, Services and related services. You understand that we may immediately close your User Account and undertake legal action against you if you breach, or we have reason to believe that you breached, this promise.

10.5 For the purpose of these Terms and Conditions, intellectual property rights shall mean all patent rights, copyright rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications and registrations, renewals and extensions thereof, under the laws of Singapore and any country, territory or other jurisdiction.

## **11. PROHIBITED USE, PROHIBITED BUSINESSES AND CONDITIONAL USE**

11.1 You understand and agree that you will not use your User Account to engage in the following categories of activity ("Prohibited Uses"). The specific types of use listed below are representative, but not exhaustive.

- **Unlawful Activity:** Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in Singapore including but not limited to the persons or countries listed by MAS or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information.

- **Abusive Activity:** Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the WiseMPay Wallet, Kiosk, our website, Services and related services, other User Accounts, computer systems or networks connected to the WiseMPay Services, through password mining or any other means; use User Account information of another party to access or use the WiseMPay Wallet, Kiosk, our website, Services and related services, except in the case of specific merchants and/or applications which are specifically authorized by a user to access such user's Wise MPay Account and information. Attempt to obtain or actually obtain a double profit for an errant payment from the recipient (for example, a seller), Wise MPay or your bank or another financial institution.

- Abuse Other Users: Interfere with another individual's or entity's access to or use of any Wise MPay Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage violent acts against others; harvest or otherwise collect information from the Wise MPay Services of another User, including without limitations email, personal contacts or personal information without proper consent.

- Fraud: Activity which operates to defraud Wise MPay, Wise MPay Users, service partner or any other person; provide any false, inaccurate, or misleading information to Wise MPay including attempts of identity fraud, for example, when specifying false information on the accounts or providing falsified documents, photographs or scans.

- Gambling: Lotteries; illegal online gaming, contests; sweepstakes; and

- Intellectual Property Infringement: Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of Wise MPay intellectual property, name, or logo, including use of Wise MPay trade or service marks, without express consent from Wise MPay or in a manner that otherwise harms Wise MPay or the Wise MPay brand; any action that implies an untrue endorsement by or affiliation with Wise MPay.

11.2 In addition to the Prohibited Uses described above, the following categories of businesses, business practices, and sale items are barred from Wise MPay Services ("Prohibited Businesses"). Most Prohibited Businesses categories are imposed by card network rules or the requirements of our banking providers or processors or our service provider remittance company. The specific types of use listed below are representative, but not exhaustive.

By opening an Account, you confirm that you will not use Wise MPay Services in connection with any of following businesses, activities, practices, or items:

- Investment and Credit Services: Securities and futures brokers; offering of foreign currency leverage services; advising on securities, futures of corporate finance; providing automated trading services; mortgage consulting or debt reduction services; credit counselling or repair; real estate opportunities; investment schemes;

- Restricted Financial Services: Check cashing, bail bonds, and collections agencies;

- Intellectual Property or Proprietary Rights Infringement: Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder;

- Counterfeit or Unauthorized Goods: Unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen;

- Regulated Products and Services: Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials;

- Drugs and Drug Paraphernalia: Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bong, vaporizers, and hookahs;

- Pseudo-Pharmaceuticals: Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body;

- Substances designed to mimic illegal drugs: Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom);
- Adult Content and Services: Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually-related services such as prostitution; and
- High risk businesses: any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies.

11.3 You understand that any your illegal actions or breaches of the Agreement may be a reason of a temporary or permanent blocking of your User Account, SVF and the funds thereon, as well as the Services.

11.4 You understand that any your illegal actions or breaches of the Agreement may, if required by the law, be a reason of our application for calling you to account, not excluding criminal liability.

## **12. WARRANTIES AND DISCLAIMER**

YOU ACKNOWLEDGE, THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, INCLUDING WITHOUT LIMITATION THE SITE, MOBILE WALLET, THE KIOSK AND OTHER MATERIALS PROVIDED TO YOU BY WISE MPAY, ARE PROVIDED ON AN "AS IS" BASIS. OTHER THAN EXPRESSLY PROVIDED UNDER THIS AGREEMENT, WISE MPAY GIVES NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR IN ANY COMMUNICATION WITH USER.

THE USE OF THE SERVICES AND RELIANCE ON THE CONTENT AVAILABLE THROUGH THE SERVICES IS DONE SOLELY AT YOUR OWN RISK. WISE MPAY DISCLAIMS ANY AND ALL WARRANTIES RELATING TO THE SERVICES, SITE, MOBILE WALLET, THE KIOSK AND THEIR CONTENT AND OTHER MATERIALS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, SATISFACTORY QUALITY, AVAILABILITY, SECURITY, TITLE, ABILITY TO OPERATE AND FITNESS FOR A PARTICULAR PURPOSE.

ANY RELIANCE ON THE SERVICES IS AT THE USER'S OWN RISK. WISE MPAY DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, AND DOES NOT GUARANTEE THAT THE USE OR OTHER EXPLOITATION OF THE SERVICE OR THE SITE OR THE MOBILE WALLET OR THE KIOSK WILL LEAD TO CERTAIN RESULTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WISE MPAY OR THROUGH THE SERVICES WILL CONSTITUTE ANY WARRANTY AND/OR REPRESENTATION.

WE DO NOT WARRANT NOR REPRESENT THAT ANY CONTENT OR THE SERVICES PROVIDED WILL BE ACCURATE OR ERROR-FREE, THAT ACCESS THERETO WILL BE UNINTERRUPTED, THAT ALL DEFECTS WILL BE CORRECTED, OR THAT THE SERVERS, AND THE CONTENT AVAILABLE THERE IS OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WISE MPAY MAY PAUSE OR INTERRUPT THE SERVICES AT ANY TIME, AND USERS SHOULD EXPECT PERIODIC DOWNTIME FOR UPDATES TO THE SERVICES.

WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, WE WILL NOT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THE AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICES, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICES, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER ANY SEPARATELY AGREED SERVICE-LEVEL AGREEMENTS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN

CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA.

YOU ACCEPT RESPONSIBILITIES OF ALL ACTIVITIES AND CONTENTS GENERATED BY YOU. YOU FURTHER ACKNOWLEDGE THAT WISE MPAY DOES NOT ACT AS YOUR BROKER, INTERMEDIARY, AGENT OR ADVISOR WITH RESPECT TO ANY TRANSACTION YOU MAKE OR PROPOSE TO MAKE IN THE SERVICES AND OWES YOU NO FIDUCIARY DUTY.

### **13. LIABILITIES AND INDEMNITIES**

13.1 You shall, upon our demand, defend, indemnify, and hold harmless us, and each of our employees, officers, directors, subsidiaries, affiliates, successors, and or assignees and representatives from and against any claims, damages, losses, liabilities, costs, expenses (including but not limited to debt collection expenses) and legal fees (including reasonable attorneys' fees) arising out of or relating to any third party claim. If we are obligated to respond to a third-party subpoena or other compulsory legal order or process described above, you shall also reimburse us for legal costs, as well as our employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at our then-current hourly rates.

13.2 You shall indemnify us on demand for any damages and additional expense (including but not limited to legal costs and debt collection expenses) Wise MPay may suffer or incur, directly or indirectly, as a result of unlawful actions conducted by you. We reserve the rights to settle such balances by transferring funds from your User Account(s) as managed by or with Wise MPay at any time.

### **14. CLOSING YOUR ACCOUNT**

14.1 Subject to the provisions of this section, you may cease our relationship with you, at any time and without punitive sanctions.

14.2 After closing your User Account we cancel any incomplete transactions unless otherwise statutorily required by law.

14.3 Prior to closing your User Account, you must withdraw the remainder of the funds, if such a transfer is not prohibited by an active court or supervisory authority decision or act in any legal form, or otherwise prohibited by law or authorities. You bear the responsibility for the instructions on the funds withdrawal to a bank account after closing your User Account.

14.4 You shall not close your User Account to avoid an investigation by the authorities or Wise MPay. If you attempt to close your User Account during our investigation, we may hold back your funds for a period of up to 180 days, for the purpose of protection of Wise MPay or third parties from the risk of cancellation, refund, lawsuit, payment of fees, levies, fines, and other financial obligations

14.5 If you want to close your User Account, you must understand that you shall bear the responsibility to us, after the termination of the present Agreement, for any obligations which you have assumed and those you were responsible for prior to the termination of the present Agreement.

### **15. INACTIVE ACCOUNTS AND EXPIRY ACCOUNTS**

15.1 Account Validity Period: Your Wise MPay Account shall be suspended if you do not use it for a period of (3) three years ("Validity Period"). Wise MPay may at its sole discretion from time to time vary the Validity Period for any or all types of Wise MPay Account.

15.2 Reactivation of suspended Accounts: You may request to reactivate your suspended Wise MPay Account by filing a request with us. We may require you to re-verify your identity and provide further supporting documents before we decide to reactivate your Wise MPay Account.

15.3 Service Fee for suspended Accounts: If your Wise MPay Account has been suspended, you shall be entitled to withdraw the Stored Value Balance in your Wise MPay Wallet within (2) years calendar years after the Validity Period. Wise MPay shall be entitled to levy a service charge of \$5.00 SGD per month or such other amount as Wise MPay may determine from time to time, such levy to be deducted from the Stored Value balance commencing the month after Validity Period until the Stored Value balance is fully depleted or until the 24<sup>th</sup> calendar month (2 calendar years), whichever is the earlier.

15.4 Expiry of Stored Value in suspended Accounts: You shall not be entitled to a refund of the Stored Value or withdraw of the Stored Value balance after the lapse of 24 calendar months or (2) calendar years after the Validity Period whereupon you shall have no claim whatsoever against Wise MPay.

15.5 Service Fee for Inactive Accounts: If your Wise MPay Account has not engaged in any transaction activity for a period of not less than 60 days, Wise MPay reserves the right, in its sole and absolute discretion, to determine that the User Account is no longer active (an Inactive Account). For Inactive Account Wise MPay shall impose a monthly maintenance fee of \$5.00 SGD per month or such other amount as Wise MPay may determine from time to time, such fee to be deducted from the your Store Value.

## **16. THIRD PARTY WEBSITES**

16.1 Wise MPay may link to other third-party websites for convenience only and are not part of the Site. Wise MPay does not endorse, confirm or support the contents of third-party websites. Wise MPay is not responsible for the content of a third-party website and cannot attest to the accuracy and completeness of such content. You acknowledge that your use of any third-party website is at your own risk.

## **17. CYBERATTACKS AND MODIFICATIONS ON BLOCKCHAIN NETWORK**

17.1 Wise MPay does not have any ability to prevent or mitigate cyberattacks and modifications on the blockchain networks ("Modification"). Wise MPay reserves the right to take commercially reasonable actions in such event. If Wise MPay determines the Digital Tokens is active on the Kiosk has been compromised, Wise MPay may halt the buy and sell, payments and withdrawals for such Digital Token. If Wise MPay determines the Modification to greatly decrease the value in such Digital Token, Wise MPay may discontinue to provide the service on such Digital Token entirely. Wise MPay does not have any obligation to engage in any activity in connection or in response to any Modifications on such blockchain networks.

## **18. DIGITAL TOKEN NETWORK PROTOCOLS**

18.1 By using the Kiosk, you acknowledge and agree:

(i) that we are not responsible for the operation of the underlying blockchain software and networks that support the Digital Token and that we make no guarantee of the functionality, security or availability of such software and networks; and

(ii) that the underlying protocols are subject to sudden changes in operation rules (i.e. Forks), and that such changes may materially affect the value, function, availability and/or even the name of the Digital Token you store in the Digital Token account.

18.2 In the event of any sudden changes resulting in the occurrence of a Fork (including but not limited to hard Forks and Airdrops), Wise MPay reserves the right to decide which version of the Fork is recognised

and supported. Do not attempt to use your Digital Token account to receive, request, send, store or engage Digital Token that are not supported by the Kiosk.

18.3 The Kiosk reserves the right to halt the service for buy and for extended periods of time subject to our absolute discretion in order to protect user funds from network instability and faults resulting from the occurrence of a Fork.

18.4 For the avoidance of doubt, you should not expect any new or additional Digital Token created by Forks to be credited or accrued to your Digital Token account. The Kiosk merely provide you the service to buy and sell Digital Token.

18.5 In the event of a Fork, the value, function, and/or even the name of the Digital Token you store on the Digital Token account may be materially affected. In any such event, you agree that Wise MPay may temporarily suspend the service (with or without advance notice to you) in its sole discretion and Wise MPay may decide based on commercially reasonable efforts either (i) configure or reconfigure its systems or (ii) not to support (or cease supporting) the branch derived from the forked protocol. You acknowledge and agree that Wise MPay assumes absolutely no responsibilities whatsoever in respect of an unsupported branch of a forked protocol.

## **19. LANGUAGE CONTROLS**

19.1 The parties of the present Agreement agree that the present Agreement and any accompanying documents shall be written in the English language.

19.2 Notwithstanding any other provisions of the present Agreement, any translation of the present Agreement is provided solely for your convenience. The meanings of the terms, the conditions and the claims in the text of the present Agreement correspond to the definitions and the interpretation thereof in the English language. Any provided translation may inaccurately interpret the original information in the English language.

## **20. NOTICES**

20.1 Notices to You: You agree that Wise MPay may provide you communications about your User Account and the Wise MPay Services electronically. Wise MPay reserves the right to close your User Account if you withdraw your consent to receive electronic communications. Any electronic communications will be considered to be received by you: (i) within 24 hours of the time we post it to our website; or (ii) immediately upon our sending of an email/sms to you. Any notice sent to you by postal mail will be considered to be received by you 3 business days after we send it.

20.2 Notices to You from our Third Party Service Providers: You authorise us to receive notices and forms on your behalf from third party service providers. Wise MPay reserves the right to close your User Account or restrict the Services provided to you if you withdraw your consent to enable us to receive such notices or forms.

20.3 Notices to Wise MPay: Unless otherwise stated in this Agreement, notice to Wise MPay must be sent by postal mail to the registered address of Wise MPay Pte. Ltd., Attention: Legal Department.

## **21. SECURITY**

21.1 You bear the responsibility for ensuring adequate security and management of passwords, personal identification numbers (PIN) and any other codes which you use to access the Services of Wise MPay. You bear the responsibility for all the instructions given to us at any place and at any moment when, for accessing your User Account, the correct password is entered, and grant us the power to follow those instructions. PIN codes and passwords are considered equivalents of the User's personal handwritten



signature. Wise MPay bears no responsibility for any loss or damage incurred by our trust in your instructions given to us with the use of your Password.

21.2 Wise MPay does not store the Passwords, however, you agree to the storing of a hashed password by us. See more detailed information on [https://en.wikipedia.org/wiki/Cryptographic\\_hash\\_function](https://en.wikipedia.org/wiki/Cryptographic_hash_function).

21.3 You agree to use reliable means of ensuring security when gaining access and carrying out transactions. Those include logging out and closing upon the completion of the transactions, regardless of the means of accessing the Services. You agree to undertake any measures of ensuring security, which we may recommend at the relevant/given moment of time, in relation to the requirements of the encryption technology, scanning for viruses, software, access protection systems, anti-spy programs, cyber-security measures and similar means of protection, to ensure the security of any electronic operating activity.

21.4 Personal and confidential information, for example, your personal key, is stored on a server, in the form encrypted with help of special tools. The encryption and decryption are conducted with use of the key extracted from your password.

21.5 If you receive an e-mail message, an SMS message, a phone call or an appeal to you in any other form, from anyone claiming to be Wise MPay, its representative or another company of the group, or such containing a request for confidential information (phishing), you shall be obliged to not provide any information or data in response and immediately contact the Customer Service of Wise MPay. You must not click on any links in unusual e-mail messages or download any attachments from such sources.

21.6 Wise MPay never requests you to provide your password in an e-mail message or sms message or on the phone. In event of reception of such messages and appeals, you must immediately contact us and inform us of such facts.

## **22. DISPUTES WITH WISE MPAY**

22.1 In event of the arising of disagreement between you and Wise MPay, our goal shall be to learn about our opinion and consider it, and, if we are unable to do so to your satisfaction, offer you neutral and low-cost means of a timely settlement of the disagreement. You may inform us of any disagreement between you and Wise MPay in relation to the Services of Wise MPay in accordance with the manners set by the Agreement.

22.2 In event of any disagreement, except for a prohibitory injunction or other means of court protection in equity, the claimant party has the right to choose to settle the dispute in the low-cost way of an arbitration proceeding without the parties' attendance, with a mandatory decision. If the party chooses arbitration, it initiates such a proceeding held by an accepted alternative dispute resolution (ADR) arbitrator whose nomination is agreed on by the parties. The arbitrator and the parties to the dispute shall abide by the following rules: (i) the proceeding is carried out on the phone, online and/or solely on the correspondence basis, the certain manner shall be chosen by the party which initiated the proceeding, (ii) the proceeding does not require any personal attendance of the parties or witnesses, unless otherwise agreed on by the parties, (c) any judgment made by the arbitrator may be enforced in any court having the relevant jurisdiction.

22.3 In case the parties have not reached a conclusion as a result of the arbitration proceeding, the court of the relevant jurisdiction shall be the State Court of Singapore, the applicable law is Singaporean law.

22.4 The parties agree that the fact of the arbitration proceeding or the civil legal proceeding, the content of the claim and the result thereof shall remain confidential, to the extent allowed by Singaporean law or other applicable law and statutory acts.

22.5 The parties agree that the User waives his right to join representative (group) claims.

## **23. MISCELLANEOUS**

23.1 The section titles in the Agreement are solely used for the convenience and have no legal or contractual significance.

23.2 All investment decisions are made solely by you. Notwithstanding anything in this Agreement, we accept no responsibility whatsoever for and shall in no circumstances be liable to you in connection with such decisions. Under no circumstances will the operation of Wise MPay be deemed to create a relationship that includes the provision or tendering of investment advice.

23.3 The present Agreement is governed by Singaporean law and must be interpreted in compliance therewith. Except when otherwise agreed on by the parties, you agree to irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore for the purpose of the conduction of any legal actions, action examinations, and judicial proceedings, in connection with the present Agreement or your use of the Website or the Services of Wise MPay.

23.4 Our inaction in event of breach of the present Agreement by you or third parties does not mean our refusal of the right to act in event of subsequent or similar breaches.

23.5 You bear the responsibility for the timely updating of any information provided by you, including without limitation the information on your e-mail and mail addresses, phone number, mobile number and other information. You will bear all the adverse consequences related to your failure to fulfil the obligations to provide information on any changes.

23.6 You understand and agree that you do not have the right to hold several User Accounts, except when, in accordance with the Service's rules.

23.7 You agree to protect, compensate the losses to and hold Wise MPay, its employees, officers, directors, subsidiaries, affiliates, successors, and or assignees harmless from the liability for any claims and lawsuits (including payment for an attorney's services) made or filed by any other party for a reason, or as a result, of your breach of the present Agreement and/or your use of the Services of Wise MPay.

23.8 In case you enter in a dispute with one or several users, you hold Wise MPay (and our employees, officers, directors, subsidiaries, affiliates, agents, successors, and or assignees) free from the liability for any claims, lawsuits, and losses (actual and indirect) of any sort and nature, resulting from, or connected with, such disputes.

23.9 In the event your funds are seized in accordance with Singaporean law or are subject to levying, we shall be obliged to follow the relevant instruction. You will not have any claims about our compliance with such requirements obligatory to us by authority of law.

23.10 In the event of a User's death or loss of capacity to contract, we will request instructions in relation to the User Account from their executor of will or trustee after we are provided with a convincing proof of the power of such an executor of will or trustee/property administrator, and the documents which we require.

23.11 You are responsible for the payment of all the local taxes, fees and levies which are imposed, or may be imposed, on sending and reception of funds, and any relevant commissions.

23.12 Wise MPay does not bear the responsibility for any fees, commissions or exchange rates in terms of international transactions, which may be imposed by credit card or prepaid card issuers, financial institutions or banks or the remittance companies.

23.13 You agree to abide by all the relevant laws of any state which you are a citizen, resident or subject of, and any region which you are a resident of at the given moment of time, and any other region from which you access the Website of Wise MPay, including without limitation the laws of the Republic of Singapore.

23.14 You shall be obliged to pay all the amounts payable under the present Agreement in full amount, without any deductions or withholdings, except for those statutorily required, and you do not have the right to require any offset or lay down a counter-requirement on Wise MPay in justification of the failure to pay, or for the purpose of contestation of payment of any such amount, entirely or partly.

23.15 Wise MPay may, without any damage to its other rights or legal remedies offset any amount which you are obliged to pay thereto (or to any of its affiliated companies) against any amount which Wise MPay is obliged to pay to you.

23.16 Your right to the personal privacy is important for Wise MPay Pte. Ltd. Read our Privacy Policy to receive more detailed information. If using the Services of Wise MPay, you have received information on a third party, you must keep that information confidential/secret and use it only in connection with the use of the Services of Wise MPay. You do not have the right to disclose or distribute the information on a third party or use it for marketing purposes if you have not been granted a consent to such your actions.

23.17 Wise MPay Pte. Ltd. may at any moment assign, transfer, charge, subcontract or otherwise transfer the ownership of all, or a part, of its rights under the present Agreement, and may subcontract or delegate, in any manner, all, or any, of its obligations under the present Agreement to any third party or agent. You do not have the right to assign, transfer, charge, subcontract or otherwise transfer ownership of all or any of your rights or obligations under the present Agreement without written consent of Wise MPay Pte. Ltd.

23.18 Unless otherwise allowed by the rules and the procedures of the Services, you do not have the right to provide any third party with the right to use your User Account or the Services on your behalf, or the right to access any information on your Account. You also understand that you are solely responsible for any your actions performed in breach of this prohibition, as well as for any actions performed by the third parties that you provided with the ability to use your Account or the Services. On top of that, you understand and agree that you hold Wise MPay free from any responsibility and relieve us from any obligations which may arise as a result of actions or inactivity of that third party in connection with the permission which you have granted. We have the full right to block your account or cease our relationship in even of your breach of the prohibition imposed by this item of the Agreement.

23.19 The present Agreement, along with any applicable policies and agreements on the “Legal Agreements” or “Terms of Service” or “Privacy” pages of the Website of Wise MPay, does reflect the full range of arrangements between you and Wise MPay in relation to the Services.

23.20 If any provision (or part of any provision) of the present Agreement shall, for any reason, be held by a court or any other competent authority to be invalid, illegal, or unenforceable, that provision, to the extent required, shall be deemed deleted and the remaining provisions shall remain effective and enforceable.

23.21 An entity not being a party to the present Agreement does not have any rights under the present Agreement or in connection therewith.

23.22 Except as otherwise expressly provided for in the present Agreement, nothing in the present Agreement is intended to or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

23.23 Although Wise MPay may be accessed from all around the world, not all the functions, products and Services which are described, mentioned, provided or offered by Wise MPay, or with help thereof, are

available to all the entities at all locations, or suit, or are available for use outside of Singapore. Wise MPay retains the right to, in its sole discretion, restrict the access to, and the amount of, any function, product or service to any entity or location. Any offer of any function, product or service of Wise MPay is cancelled at a location where it is prohibited. If you want to access the Services of Wise MPay outside of Singapore, you do it at your own initiative and bear the sole responsibility for abiding by the applicable local laws.

*Published Date: 1 Oct 2019*

*Effective Date: 16 Oct 2019*