



CLIENT TERMS AND CONDITIONS (UK)

ABSTRACT

Our Terms & Conditions apply to your DigiDoe account. This document outlines the agreement between the user of the service and the provider ("DigiDoe").

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1. THESE TERMS AS A FRAMEWORK AGREEMENT

- 1.1. These Terms constitute a framework agreement which sets out the terms of service that apply to Business, Small Business and Consumer Clients. In particular with the use of the DigiDoe Client Portal and other DigiDoe Services.
- 1.2. Before you can enter into DigiDoe Client Portal and benefit from the DigiDoe Services, you are required to:
 - 1.2.1. read these Terms and tick the box confirming the accuracy of the information provided and your agreement with these Terms;
 - 1.2.2. provide us with such documentation, photographs, and Information as we may reasonably request to comply with our regulatory obligations;
 - 1.2.3. if you are a Business or a Small Business Client, deliver to us a signed board resolution or any other similar documentation appointing those individuals to whom you grant either full or partial authorisation to deal with your DigiDoe Account on your behalf ("Authorised Representatives") and such documentation, photographs and Information as we may reasonably request to verify the identity of those Authorised Representatives; and
 - 1.2.4. if you are a Consumer Client, deliver us your personal identification document and any photographs, information that we may reasonably request to verify your identity.
- 1.3. As a Business Client, in agreeing to be bound by these Terms, you:
 - 1.3.1. represent and warrant that you are not a Consumer, Micro-Enterprise or Charity;
 - 1.3.2. agree that the Regulations which may be disapplied by us where the payment service user is not a Consumer, Micro-Enterprise or Charity are all so disapplied to the maximum extent possible with respect to you; and
 - 1.3.3. agree to notify us immediately if you become or are likely to become a Consumer, Micro-Enterprise or Charity.
- 1.4. By accepting these Terms, you are deemed to have accepted the terms and conditions of our third-party service providers.
- 1.5. You confirm that neither you nor (where you are a Business or Small Business Client) any of your directors, shareholders, trustees and beneficial owners or Affiliates are:

- 1.5.1. listed on or targeted by a list of specifically designated or targeted persons, including without limitation, the Consolidated List of Financial Sanctions Targets (Asset Freeze Targets and Investment Ban Targets lists) maintained by HM Treasury, the consolidated list of persons, groups and entities subject to EU financial sanctions, the Specially Designated Nationals and Blocked Person list (SDN) maintained by OFAC, the Entity List maintained by the US Bureau of Industry and Security, the UN Security Council Consolidated List or any similar list of persons subject to comprehensive assets freezes or similar measures maintained by any other relevant jurisdiction (a "Designated Person"); and/or
- 1.5.2. owned or controlled by, or acting on behalf, or at the direction, of, any person listed on any of the lists referred to at 1.5.1.
- 1.6. You acknowledge and confirm that Small Business Clients will be treated differently from both Business Clients and Consumer Clients. Small Business Clients will not be subject to the Payment Services Regulations 2017 and the Consumer Rights Act 2015.
- 1.7. Once you have completed the above and you have passed our internal checks, we shall make the DigiDoe Client Portal available to you.
- 1.8. You confirm that you have provided the correct Information during the process of creating a DigiDoe Account. You undertake that, if your details change, you will notify us immediately. You shall bear any losses that occur due to the submission of invalid, incorrect or inaccurate Information.

2. COMMENCEMENT, TERM, REGULATORY INFORMATION AND HOW TO CONTACT US

- 2.1. These Terms are between you and DigiDoe Limited. By using our services, you agree to these Terms and these Terms shall start on the day when, DigiDoe Limited confirm to you via e-mail and/or DigiDoe Client Portal, that your DigiDoe Limited Account has been approved and shall continue until terminated in accordance with Clause 30 (Termination).
- 2.2. DigiDoe Limited is a company incorporated in England and Wales with company number 11944257 and whose registered address is at 118 Pall Mall, London, SW1Y 5EA. You can contact us by email; email address: info@DigiDoe.com.
- 2.3. DigiDoe Limited is the issuer of Electronic Money in your DigiDoe Limited Electronic Money Account and performs the payment services related to your DigiDoe Limited Electronic Money Account. DigiDoe Limited is authorised as an Electronic Money Institution by the FCA under the Regulations for issuing of electronic money and the provision of payment services. We are included in the FCA's Register of Electronic Money Institution firms (Firm Reference Number 901043) which can be found on the FCA website.

- 2.4. We are also subject to the Regulations which have been amended and supplemented by statutory instruments made under the European Union (Withdrawal) Act 2018 to ensure that they continue to operate in the UK following the UK's withdrawal from the European Union. The Regulations set the conduct of business rules for us when providing payment services and issuing e-money.
- 2.5. "DigiDoe" is a trading name of DigiDoe Limited.

3. YOUR DIGIDOE ACCOUNT

- 3.1. Whether you are a Business Client, Small Business Client or Consumer Client, your DigiDoe Limited Electronic Money Account is an account in which Electronic Money, which DigiDoe Limited has issued to you at par value in exchange for receiving money from you or on your behalf, is stored. The Electronic Money in your DigiDoe Limited Electronic Money Account may be used by you to make transactions.
- 3.2. You may be required to provide additional Information to us to be able to use all of the functionality available.
- 3.3. Where we are required to keep your funds separate, we do so by placing the funds in a separate account (known as a "Safeguarding Account") at partner banks. As an authorised electronic money institution regulated by the FCA, the funds you hold with us are not covered by the Financial Services Compensation Scheme. Instead, we keep your funds separate in a Safeguarding Account. This means those funds would be separated from our other assets in the event of our insolvency and used to repay you and other clients. Our partner banks provide us with Safeguarding Accounts, but do not oversee the funds in these Safeguarding Account or how we manage them. As an FCA authorised electronic money institution it is our responsibility to keep funds separated.
- 3.4. You may be able to store multiple currencies in your DigiDoe Limited Electronic Money Account. These currencies are subject to change from time to time.
- 3.5. Whether you are a Business Client, Small Business Client or Consumer Client, we may stop your access to the DigiDoe Client Portal on reasonable grounds relating to:
- 3.5.1. the security of the DigiDoe Client Portal;
 - 3.5.2. the suspected unauthorised and/or fraudulent use of the DigiDoe Client Portal; or
 - 3.5.3. your use of the DigiDoe Portal being in breach of any applicable sanction, anti-money laundering or counter terrorist financing legislation or any other applicable law.

- 3.6. If we do stop your access in such instances, we will inform you via email and/or DigiDoe Client Portal and direct you to our customer services team.

4. THE DIGIDOE LIMITED CLIENT PORTAL

- 4.1. For Business Clients, Small Business Clients and Consumer Clients the DigiDoe Client Portal is our portal where you can, among other things:
 - 4.1.1. perform Top-Ups and DigiDoe Bank Transfers;
 - 4.1.2. view your DigiDoe Transaction History;
 - 4.1.3. view the balance and currency of the Electronic Money you hold in your DigiDoe Electronic Money Account.
- 4.2. Business Clients, Small Business Clients and Consumer Clients may change their account details and verify their identity with us by sending us an email.
- 4.3. Both Business Clients, Small Business Clients and Consumer Clients may access the DigiDoe Client Portal via web-portal at: <https://platform.digidoe.com/>

5. VERIFICATION OF IDENTITY

- 5.1. If you are a Consumer Client and under 18 you won't be able to apply for DigiDoe Account.
- 5.2. In accordance with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, we are obliged to conduct customer due diligence on any new Business Clients, Small Business Clients and Consumer Clients. For Business Clients and Small Business Clients any such process may include any individual who owns or controls (in each case whether directly or indirectly) shares or voting rights of more than 25% or who exercises ultimate control over the management of a corporate entity or otherwise controls the entity.
- 5.3. We may conduct enhanced due diligence on you where appropriate (for Business Clients and Small Business Clients including your directors, shareholders, trustees and ultimate beneficial owners) and reserve the right to make reasonable requests for further Information if there is reasonable cause to do so.
- 5.4. All Business Clients, Small Business Clients and Consumer Clients, agree to cooperate with all requests made by us or any of our third-party service providers on our behalf in connection with your DigiDoe Account, to identify or authenticate your identity or validate your funding sources or DigiDoe transactions. For Business Clients and Small Business Clients, this will also include verifying the identity of any of your directors, shareholders, trustees, partners and/or ultimate beneficial owners. DigiDoe Client Portal Users may be required to provide supplemental Information to us that will allow DigiDoe

to reasonably identify them, including verification of their information against third party databases or through other sources.

- 5.5. Whether you are a Business Client, Small Business Client or Consumer Client, We reserve the right to close, suspend, or limit access to your DigiDoe Electronic Money Account and/or the DigiDoe Services in the event we are unable to obtain, verify such Information or you do not comply with our requests under 5.1, 5.3 and 5.4 of these Terms.
- 5.6. We may confidentially verify the information you provide us with or obtain Information on you ourselves or through third parties from secure databases. Some of the searches which we or a third party may perform, such as a credit check, may leave a soft footprint on your credit history. This will not affect your credit rating. By entering into these Terms, you confirm that you (and all your directors and ultimate beneficiary owners) consent to us or a third party on our behalf carrying out such verifications.
- 5.7. Our Business Clients and Small Business Client must notify us immediately and in any event within two Business Days of any changes to their directors, shareholders, trustees or ultimate beneficial owners.
- 5.8. Whether you are a Business Client, Small Business Client or Consumer Client you must ensure the information on your DigiDoe Account is always accurate and up to date. If at any time we believe that your Information is outdated or inaccurate, we may contact you and request further Information or request that you go through the verification process again. We shall not be liable for any losses arising out of your failure to maintain up to date Information.
- 5.9. We have a duty to monitor our customer relationships on an ongoing basis and reserve the right to do this periodically. This may require us to make requests to you for Information. You agree to comply with all reasonable requests for Information relating to our ongoing monitoring obligations.

6. TOP-UPS TO YOUR DIGIDOE ELECTRONIC MONEY ACCOUNT

- 6.1. Once your Electronic Money Account has been approved by us, all Business Clients, Small Business Clients, and Consumer Clients are required to deposit a fee equivalent to a 3-month management fee within 30 calendar days from the approval of your Electronic Money Account, as outlined in clause 28 of these Terms.
- 6.2. Whether you are a Business Client, Small Business Client or Consumer Client in order to Top-Up the Electronic Money in your DigiDoe Electronic Money Account, you will need to perform a Top-Up via a User Bank Transfer or via a Third-Party Bank Transfer or any other method we make available to you from time to time.
- 6.3. On receipt of the amount sent via User Bank Transfer or a Third-Party Bank Transfer and such amount becoming available to us, we will issue the

corresponding value of Electronic Money to your DigiDoe Electronic Money Account.

- 6.4. We have a right to set limits on the amount of money you can receive through DigiDoe Services, at our reasonable discretion (for example, without limitation, to limit fraud or credit risk). If you wish to increase your receiving limit, you must provide us with any additional Information we may request.

7. DIGIDOE TRANSACTIONS

7.1. The following are “DigiDoe Transactions”:

7.1.1. “Electronic Money Exchange” means using Electronic Money in one currency to purchase Electronic Money in another currency using our Exchange Rates; and

7.1.2. “DigiDoe Bank Transfer” means us redeeming Electronic Money from your DigiDoe Electronic Money Account, with or without an associated Monetary Exchange taking place, and transferring the equivalent amount of money to the Counterparty Bank Account.

7.2. DigiDoe may refuse to a DigiDoe transaction with you at any time in accordance with our policies and regulations.

7.3. DigiDoe generates virtual receipts for successful DigiDoe Transactions.

8. EXCHANGE OF ELECTRONIC MONEY

8.1. Regardless of whether you are a Business Client, Small Business Client or Consumer Client, you can exchange Electronic Money in your DigiDoe Electronic Money Account to Electronic Money in another currency by using an exchange request with DigiDoe’s account managers. Please note that the currencies for purchasing and storing Electronic Money in your DigiDoe Electronic Money Account is limited to those specified on the DigiDoe Website. These currency options may change from time to time without prior notice from us.

8.2. You will be informed by email, prior to sending your money for exchange, of:

8.2.1. the amount of Electronic Money you will use to purchase the amount of Electronic Money in your required currency; and

8.2.2. the amount and currency of the Electronic Money you wish to purchase.

8.3. To initiate the Electronic Money Exchange, you must contact your designated account manager via email and make a request for Money Exchange and include the amount you wish to exchange. Our account manager will present you with the suggested exchanged amount and further instruction. By

entering into these Terms, you acknowledge that you are solely responsible for engaging in the Electronic Money Exchange. Please note that DigiDoe will not be liable for any losses you may experience as a result of you using this function.

- 8.4. Your request to enter into an Electronic Money Exchange will be accepted when we confirm to you that the Electronic Money Exchange has been entered into, on the DigiDoe Client Portal.
- 8.5. Please refer to the Fees and Pricing agreed with you for more information. It is your responsibility to stay informed of any changes to the limits and fees applied to any exchanges.

9. DIGIDOE BANK TRANSFER AND MONETARY EXCHANG

- 9.1. Regardless of whether you are a Business Client, Small Business Client, or Consumer Client, you can make a request to enter into a DigiDoe Bank Transfer by logging onto the DigiDoe Client Portal and following the on-screen instructions. You will need to enter the Counterparty Bank Account details. It is your responsibility to make sure that the details of the Counterparty and the Counterparty Bank Account (the "Unique Identifiers") are entered correctly. Any error in information may result in the DigiDoe Bank Transfer being unsuccessful or delayed. We will not be held responsible for any losses you may experience due to incorrect Counterparty Bank Account details.
- 9.2. You will be informed on the DigiDoe Client Portal, prior to confirming your request to enter into the DigiDoe Bank Transfer, of:
 - 9.2.1. the details of the Counterparty Bank Account;
 - 9.2.2. the amount and currency of money you wish to send to the Counterparty; and
 - 9.2.3. the fees for the DigiDoe Bank Transfer (if any).
- 9.3. To initiate the DigiDoe Bank Transfer, you will need to confirm the details by responding to a message sent to your Mobile by our two-factor authentication system.
- 9.4. Where the Payment is in:
 - 9.4.1. Sterling or Euro, we will use our reasonable commercial endeavours to ensure that the amount of the DigiDoe Bank Transfer is credited to the Counterparty's payment service provider's account by the end of the Business Day following that on which your request to enter into the DigiDoe Bank Transfer was deemed to have been received;
 - 9.4.2. a currency other than Euro or Sterling but the account of the Counterparty's payment service provider is located within the European Economic Area ('EEA'), we will use our reasonable commercial

endeavours to ensure that the amount of the DigiDoe Bank Transfer is credited to that account by the end of the fourth Business Day following that on which request to enter into the DigiDoe Bank Transfer was deemed to have been received; and

9.4.3. a currency other than Euro or Sterling and the account of the Counterparty's payment service provider is located outside the EEA, we will make reasonable efforts to process the DigiDoe Bank Transfer as soon as possible.

9.5. If the currency of the Counterparty Bank Account (in accordance with the information provided by you on the DigiDoe Client Portal) is different to the currency of the Electronic Money you are using to enter into the DigiDoe Bank Transfer, we will perform a Monetary Exchange to the appropriate currency before sending the money to the Counterparty Bank Account. In such cases, you will be informed of the Exchange Rate for the currency conversion before confirming the DigiDoe Bank Transfer.

9.6. Unless otherwise specified by applicable law, you cannot cancel or withdraw your request for the DigiDoe Bank Transfer once it has been initiated.

9.7. In addition to what was mentioned in Clause 9.6, you may revoke or cancel a payment instruction for a future DigiDoe Bank Transfer at any time before the payment is processed through the DigiDoe Client Portal.

9.8. Once the DigiDoe Bank Transfer has been completed, you will be able to view the completed DigiDoe Bank Transfer on the DigiDoe Transaction History part of the DigiDoe Client Portal.

9.9. If, for whatever reason, the funds are not deposited in the Counterparty Bank Account and are returned to DigiDoe, they will be converted into the currency of the Electronic Money they were originally withdrawn from. Due to the variations in currency exchange rates, the amount of Electronic Money you receive back into your DigiDoe Electronic Money Account may be higher or lower than the originally amount used for the DigiDoe Bank Transfer. Please note that DigiDoe is not liable for any losses you may experience in this respect.

10. RECEIVE ELECTRONIC MONEY

10.1. Regardless of whether you are a Business Client, Small Business Client, or Consumer Client, if you receive Electronic Money into your DigiDoe Electronic Money Account, we will display the payment in your DigiDoe Transaction History as soon as it is reasonably practicable.

11. EXCHANGE RATES

11.1. Regardless of whether you are a Business Client, Small Business Client or Consumer Client, you can find the live exchange rates on the

DigiDoe Client Portal for the relevant currency that is offered to you (“Exchange Rates”) and you will be informed of the exact Exchange Rate for each DigiDoe Transaction before to your entry into the same. It is your responsibility to ensure that you are happy with the Exchange Rate we offer you before entering into each DigiDoe Transaction. A breakdown of any additional fees that may be shown when entering into a DigiDoe Transaction and can be found in the Fees and Pricing Section and our website.

12. AUTO CONVERSION

- 12.1. Regardless of whether you are a Business Client, Small Business Client, or Consumer Client, for certain currencies, you may be able to set one or more conversion orders to be automatically executed at the exchange rate that is offered by a third-party provider (an "Auto Conversion Order"). A breakdown of any additional fees that may be incurred when consenting to an Auto Conversion Order can be found in the Fees and Pricing Section.
- 12.2. There may be limits to the number of Auto Conversion Orders you are able to set up as well as the amounts of money you can schedule to convert. We do not guarantee that we will be able to execute your Auto Conversion Order in all circumstances.
- 12.3. You accept that the Auto Conversion Order is established as a preauthorised remittance payment transaction and is not classified as a Forward Contract, derivative or other financial product or device.

13. YOUR BALANCE AND NEGATIVE BALANCE

- 13.1. Regardless of whether you are a Business Client, Small Business Client or Consumer Client, you acknowledge that balances and available funds displayed on the DigiDoe Client Portal are approximate real-time balances, and they do not reflect the settled balances in your DigiDoe Electronic Money Account. A real-time balance may not take into account pending debits and credits. DigiDoe will provide you with information about pending debits and credits once it becomes available.
- 13.2. If for any reason (including, but not limited to, any technical errors on our behalf or on behalf of our third-party providers) you have a balance in your DigiDoe Electronic Money Account which is below the minimum balance applicable (as communicated by us to you) to your DigiDoe Electronic Money Account, you agree to immediately Top-Up the required amount to correct the negative balance, such amounts being due without the need for previous notification. If you fail to do so:
 - 13.2.1. we may exercise our right of set-off in accordance with Clause 18 (Our Right to Set-Off) of these Terms;
 - 13.2.2. in order to receive the monthly management fee as outlined in clause 6.1 of these Terms, we reserve the right to request that you top-up

your DigiDoe Electronic Money Account;

13.2.3. initiate a chargeback procedure for any specific transaction which led to your DigiDoe Electronic Money Account having a negative balance;

13.2.4. take debt collection measures including but not limited to mandating a debt collection agency or solicitors or pursuing the claim in court. We reserve the right to charge you the expenses we reasonably incur in connection with any debt collection or enforcement efforts.

14. SECURITY

14.1. You, and in the case of you being a Business Client or a Small Business Client your Authorised Representatives, must ensure that you take all reasonable steps to:

14.1.1. keep your login details safe and secure; and

14.1.2. keep your access to the DigiDoe Client Portal safe and secure.

14.2. For the avoidance of doubt, the requirement in Clause 14.1 includes, but is not limited to, you and in the case of you being a Business Client or a Small Business Client your Authorised Representatives:

14.2.1. logging out from DigiDoe Client Portal every time you are not using it;

14.2.2. keeping the Mobile you use to gain access to the DigiDoe Client Portal safe and secure and locked with a secure password or another security mechanism;

14.2.3. not writing down or telling anyone your login details;

14.2.4. changing your password regularly;

14.2.5. if you receive any SMSs or emails, questionnaires, surveys, or other links that require you to provide your login details, not providing your information and contact our customer services team via DigiDoe Client Portal;

14.2.6. ensuring that the e-mail account(s) you use to communicate with us are secure and only accessed by you;

14.2.7. if at any time you think that your login details have been lost, stolen or any other person knows your login details or anyone has access to your e-mail account or Mobile you use to communicate with us, inform customer services immediately.

- 14.3. Regardless of whether you are a Business Client, Small Business Client or Consumer Client, all DigiDoe Transactions are processed by automated methods, and anyone who obtains access credentials to the DigiDoe Client Portal could use it to enter into DigiDoe Transactions without your permission. If you notice misuse, theft or unauthorised use of your DigiDoe Client Portal or any other activity that makes you suspicious, you must contact us immediately by email: support@DigiDoe.com. If you suspect identity theft or theft of Electronic Money, we suggest that you contact your local police as well.

15. RESTRICTIONS ON THE USE OF THE DIGIDOE SERVICES

- 15.1. Regardless of whether you are a Business Client, Small Business Client or Consumer Client, your DigiDoe Account is subject to the restrictions set out in Schedule 2 (the "Restricted Activities").
- 15.2. Subject to the Regulations we may refuse your payment instruction because we consider you to be in violation of these Terms or we reasonably believe the payment to be illegal. Where possible, DigiDoe will provide you with the relevant information regarding the actions imposed, but we may be unable to do so in accordance with the appropriate law including avoiding sharing protected third-party information or interfering in the course of an investigation. In these circumstances, we shall promptly notify you using your supplied contact details, stating wherever possible the reasons for our refusal.
- 15.3. If DigiDoe, in its sole discretion, believes that you may have violated any provision of these Terms, we may take action to protect ourselves, other Users and third parties. The action we may take includes but is not limited to:
- 15.3.1. closing, suspending, or limiting your access to your DigiDoe Electronic Money Account or any or all of the DigiDoe Services;
 - 15.3.2. contacting other Users who have transacted with you; contacting your bank or credit card issuer; and/or warning other Users, law enforcement, or impacted third parties of your actions;
 - 15.3.3. updating inaccurate Information, you have provided to us;
 - 15.3.4. taking legal action against you;
 - 15.3.5. terminating these Terms or access to the Website;
 - 15.3.6. fully or partially reversing a DigiDoe Transaction; and/or
 - 15.3.7. blocking your access to your DigiDoe Electronic Money Account and/or DigiDoe Client Portal temporarily or permanently.
- 15.4. If you are a Business Client, Small Business Client we reserve the right to refuse to perform a DigiDoe Transaction directly or indirectly associated

with a Designated Person or in the event that we consider that doing so would or might give rise to a risk of DigiDoe or any other person violating any sanctions, anti-money laundering or counter-terrorist financing legislation or any other applicable law.

15.4.1. in the event that you are or become a Designated Person any accounts that you hold with us will immediately be frozen in accordance with applicable sanctions laws and/or regulations and a report will be made to the relevant sanctions enforcement authority, which in the UK is the UK Office of Financial Sanctions Implementation ("OFSI").

15.4.2. you must ensure that you only enter into DigiDoe Transactions relating to the sale or supply of goods and services in compliance with all applicable laws and regulations. The fact that a person or entity accepts payments via a DigiDoe Transaction is not an indication of the legality of the supply or provision of the goods and services.

16. DIGIDOE TRANSACTION LIMITS

16.1. Regardless of whether you are a Business Client, Small Business Client or Consumer Client, your DigiDoe Transactions may be subject to funding, payment, or conversion limits due to security and legal requirements, as determined by us from time to time at our reasonable discretion. In some cases, we may ask you to answer security questions or to complete other processes. If we are legally able to, we will provide written notification as soon as is reasonably possible after deciding to impose funding or payment limits.

17. SUSPENDING YOUR USE OF THE DIGIDOE SERVICES

17.1. Regardless of whether you are a Business Client, Small Business Client or Consumer Client, we reserve the right to change, suspend or discontinue any aspect of the DigiDoe Services either in its entirety or solely in relation to a specific DigiDoe User, at any time, including hours of operation or availability of the DigiDoe Services or any DigiDoe Services feature, without notice and without liability.

18. OUR RIGHT TO SET-OFF

18.1. Regardless of whether you are a Business Client, Small Business Client or Consumer Client, on the happening of any event which entitles us to be compensated by you (including, but not limited to, any technical errors on our behalf or on behalf of our third-party providers), we shall be entitled to recover any sum due to us by retaining part or all of any sum that you have lodged with us under any DigiDoe Transaction or otherwise. You shall have no similar right of set-off. For the avoidance of doubt, this includes if one of the currency balances in your DigiDoe Electronic Money Account shows that

you owe us an amount of funds for any reason or has a negative balance, DigiDoe may set-off the amount you owe us by using funds you maintain in that currency or in a different currency balance or by deducting amounts you owe us from the money you receive into your DigiDoe Electronic Money Account, or money you attempt to withdraw or send from your DigiDoe Electronic Money Account or in a different DigiDoe Electronic Money Account which you control and by deducting funds from any withdrawals you attempt to make.

- 18.2. If the amount owed to us is in a currency which is different to the money or Electronic Money you hold with us, we shall convert the amount you hold with us to the currency of the amount you owe us by applying our Exchange Rates. We do not need to notify you of this conversion occurring.

19. OUR LIABILITY

- 19.1. Regardless of whether you are a Business Client, Small Business Client or Consumer Client, except where you have acted fraudulently, you will not be liable for any losses incurred in respect of a DigiDoe Bank Transfer which was not authorised by you which occurs after you have notified us, without undue delay, on becoming aware of the loss, theft, misappropriation or unauthorised use of the DigiDoe Client Portal.
- 19.2. In accordance with the provisions of Clause 19.1 above, you must notify us without any delay after becoming aware of the unauthorised or incorrectly executed DigiDoe Bank Transfer, but in any event by no later than 13 months after the debit date of the DigiDoe Transaction.
- 19.3. We shall not be liable for non-execution or defective execution in relation to a DigiDoe Bank Transfer we have made in accordance with a Unique Identifier given to us by you which proves to be incorrect. However, we shall make reasonable efforts to recover funds involved in that transaction and may charge you for doing so, including passing on to you charges made by intermediary banks and/or the payee's bank for their assistance in the tracing process.
- 19.4. We are not liable to you for the correct execution of a DigiDoe Bank Transfer if we can prove to you (and where relevant, to any payee's payment services provider) that the payee's payment services provider received the payment within the appropriate time period. We will however, upon your request, make efforts to trace any non-executed or defectively executed payment transactions or any DigiDoe Bank Transfers which were correctly executed to an account which is deemed fraudulent and notify you of any outcome involving our search.
- 19.5. Please note any restriction on your liability in relation to unauthorised or incorrectly executed payment transactions set out in the Regulations does not apply to losses in relation to Electronic Money Exchanges or Monetary Exchanges.

- 19.6. If you are a Business Client or a Small Business Client we shall not be liable to you for any:
- 19.6.1. delay or failure to perform our obligations under these Terms (including any delay in payment) by reason of any cause beyond our reasonable control including but not limited to any action or inaction by you or any third party, any Force Majeure Event, bank delay, postal delay, failure or delay of any fax or electronic transmission, any accident, emergency, act of god or any abnormal or unforeseeable circumstances; or
 - 19.6.2. losses as a result of a requirement imposed on us by the Regulations or our obligations under the laws of any EEA state or other jurisdiction.
- 19.7. As a Consumer Client, you are authorised to use your account exclusively for personal purposes. We are not liable for any loss of profit, loss of business, business interruption, or missed business opportunities incurred by you. This applies to both legitimate personal use and any improper utilization of the account for commercial or business purposes.
- 19.8. As a Consumer Client these terms do not diminish your legal rights as a consumer. For more information, please consult the websites of the [Competition and Markets Authority](#) or the [Financial Ombudsman Service](#). These terms do not exempt or restrict our liability to you if such exemption or restriction is prohibited by law. We hold responsibility for any reasonably foreseeable loss or damage directly caused by our actions. By "reasonably foreseeable," we mean losses that could have been expected or should have been expected. This includes situations where we breach these Terms or fail to exercise reasonable care or skill in providing services to you. We shall not be held liable for any loss or damage, whether direct or indirect, arising from events beyond our reasonable control. Furthermore, we cannot be held responsible for any loss or damage, both direct and indirect, if such occurrences were unavoidable despite our diligent efforts and reasonable care. Therefore, if your losses result from unforeseeable circumstances or circumstances beyond our reasonable knowledge, you will not be eligible to claim reimbursement for the financial losses incurred.
- 19.9. Whether you are a Business Client, Small Business Client or Consumer Client you are responsible for all liabilities, financial or otherwise, incurred by DigiDoe, a DigiDoe User, or a third party caused by or arising out of your breach of these Terms, your use of the DigiDoe Services, and any use of your DigiDoe Account. You agree to reimburse DigiDoe, a DigiDoe User, or a third party for any and all such liability, to the extent not prohibited by applicable law.
- 19.10. You remain liable under these Terms in respect of all charges and other amounts incurred through the use of your DigiDoe Account at any time, irrespective of termination, suspension or closure.
- 19.11. If you are a Business Client or a Small Business Client you alone are responsible for understanding and complying with any and all laws, rules and

regulations of your specific jurisdiction that may be applicable to you in connection with your use of the DigiDoe Services, including but not limited to, those related to export or import activity, taxes or foreign currency transactions. You are liable to the state and other subjects for the fulfilment of all tax obligations independently. DigiDoe shall not be responsible for the execution of tax obligations, or calculation and transfer of taxes applied to you.

- 19.12. Regardless of whether you are a Business Client, Small Business Client or Consumer Client, you agree to defend, reimburse or compensate us (known in legal terms to “indemnify”) and hold DigiDoe, our third-party providers, our employees or agents who are authorised to act on our behalf harmless from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of your breach of these Terms, breach of any law and/or use of the DigiDoe Services.
- 19.13. Nothing in these Terms shall operate to exclude liability for death or personal injury or for fraud or fraudulent misrepresentation or for any liability that cannot be excluded or amended by law.
- 19.14. Regardless of whether you are a Business Client, Small Business Client or Consumer Client, in no event shall DigiDoe be liable for loss of profits or any special, incidental or consequential damages arising out of these Terms or otherwise in connection with the DigiDoe Services, howsoever arising.
- 19.15. If you are a Business Client, Small Business Client, or Consumer Client to the maximum extent permitted by applicable law, DigiDoe is not liable, and you agree not to hold it responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:
- 19.15.1. your inability to use the DigiDoe Services for whatever reason;
 - 19.15.2. delays or disruptions in the DigiDoe Services;
 - 19.15.3. viruses or other malicious software obtained by accessing the Website or any associated site or service;
 - 19.15.4. glitches, bugs, errors, or inaccuracies of any kind in the DigiDoe Services;
 - 19.15.5. the content, actions, or inactions of third parties, specifically including an event whereby a bank with whom we have opened a Safeguarding Account makes the decision to freeze that Safeguarding Account;
 - 19.15.6. a suspension or other action is taken with respect to your DigiDoe Account;

- 19.15.7. your need to modify practices, content, or behaviour, or your loss of or inability to do business, as a result of changes to these Terms or DigiDoe's policies;
- 19.15.8. illegal actions and operations of third persons performed using counterfeited and/or illegal documents or illegally received data.

20. WITHDRAWING FUNDS

- 20.1. Regardless of whether you are a Business Client, Small Business Client or Consumer Client, you may withdraw funds from your DigiDoe Electronic Money Account by entering into a DigiDoe Bank Transfer and choosing a User Bank Account as the Counterparty Bank Account or by using any other available method on the DigiDoe Client Portal or otherwise notified to you from time to time.
- 20.2. DigiDoe is not responsible for the withdrawal payment once the funds are received by your payment service provider as DigiDoe is the payer and not the payment service provider for withdrawals.

21. CLOSING YOUR ACCOUNT

- 21.1. Regardless of whether you are a Business Client, Small Business Client or Consumer Client, your DigiDoe Account will be closed at the end of the term of this agreement or upon the termination of these Terms in accordance with Clause 26.3 (Amendments to these Terms) and Clause 30 (Termination).
- 21.2. If your DigiDoe Electronic Money Account holds a balance at the time of its closure, we may ask you to withdraw your funds within a reasonable period of time, during which your DigiDoe Electronic Money Account will be accessible for the purpose of withdrawing the remaining balance only. After the expiry of this period you will not be able to access your DigiDoe Electronic Money Account but you may withdraw any remaining funds for a period of six years from the date of closure of your DigiDoe Account by contacting customer service and requesting that the funds be sent to you by returning the funds by either a card refund or bank transfer. When your DigiDoe Account is closed, any pending instructions will be cancelled. In the event that your DigiDoe Account is closed less than six months following its funding date, the early account closing fee will be charged in the amount by which the aggregate monthly fees that would be payable for the first six months of the account operation exceed the amount of monthly fees actually paid by you prior to the closing of the account.
- 21.3. You may not close your DigiDoe Account to evade an investigation. If you attempt to close your DigiDoe Account while DigiDoe is conducting an investigation, it may freeze the account to protect all parties to the DigiDoe Services, its affiliates, or a third party against any liability. You will remain liable for any obligations related to your DigiDoe Account even after it is

closed.

22. NOTICE AND COMMUNICATIONS

- 22.1. Regardless of whether you are a Business Client, Small Business Client or Consumer Client, you agree and consent to electronic receipt of all Communications that we provide in connection with the DigiDoe Services. We will provide Communications to you by making them available on the DigiDoe Client Portal in a way that enables you to retain the information in print format or another format that can be retained by you permanently for future reference or by emailing them to you at the primary email address listed in your DigiDoe Account Profile.
- 22.2. You agree to keep copies of all Communications we send or make available to you.
- 22.3. It is your responsibility to ensure that you log onto the DigiDoe Client Portal regularly and regularly review the DigiDoe Client Portal, the Website and your primary email address and open and review Communications that we deliver to you through those means. You are obligated to review your notices and DigiDoe Transaction History, and to promptly report any questions, apparent errors, or unauthorised DigiDoe Transactions. Failure to contact us in a timely manner may result in loss of funds or important rights.
- 22.4. We may contact you from time to time to notify you of changes or information regarding your DigiDoe Account. It is your responsibility to ensure you regularly check the DigiDoe Client Portal and that the contact information stored on your profile in the DigiDoe Client Portal is up to date. You may contact us in accordance with these Terms via the chat function on the DigiDoe Client Portal.

23. DATA

- 23.1. The following definitions shall apply to this clause 23:

Agreed Purposes: the provision by us of the services outlined in clause 1.1.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Permitted Recipients: DigiDoe, our employees, and any third parties engaged or authorised by us to perform obligations in connection with these Terms.

Shared Personal Data: the personal data to be provided by you for the Agreed Purposes. Shared Personal Data shall be confined to the categories of data set out in the DigiDoe Privacy Policy (as amended from time to time) relating to your employees, officers, shareholders, agents, and other individuals in respect of whom you provide personal data to us for the Agreed Purposes.

- 23.2. If you are a Business Client or a Small Business Client, we and you (being Business Client, Small Business Client only) have determined that, in relation to the Shared Personal Data, we are both acting as independent controllers. If the determination in this clause 23.2 changes, you agree to make any changes to this clause 23 that are necessary to comply with the Data Protection Legislation.
- 23.3. We will process the Shared Personal Data in accordance with DigiDoe Privacy Policy (as amended from time to time).
- 23.4. You shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by you shall, if not remedied within 30 days of written notice from us, give grounds to us to terminate these terms with immediate effect.
- 23.5. You shall:
- (a) ensure that you have all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes; and
 - (b) give full information to any data subject whose personal data may be processed under this agreement of the nature of such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees.
- 23.6. You shall in relation to the Shared Personal Data:
- 23.6.1. promptly inform us about the receipt of any data subject rights request;
 - 23.6.2. provide us with reasonable assistance in complying with any data subject rights request;
 - 23.6.3. assist us, at your cost, in responding to any request from a data subject and in ensuring compliance with our obligations under the Data

Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;

23.6.4. notify us without undue delay on becoming aware of any breach of the Data Protection Legislation;

23.6.5. use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers; and

23.6.6. maintain complete and accurate records and information to demonstrate your compliance with this clause 23.

23.7. Regardless of whether you are a Business Client or a Small Business Client providing personal data, or a Consumer Client, by accepting these terms, you agree to us using your information to make and receive payments on your DigiDoe Account. You acknowledge that we will process your personal data to perform a contractual obligation subject to these Terms. If you wish for us to not to use your information, we will close your DigiDoe Account, but we may retain your personal data and utilise it within the limits of lawful grounds. This includes retaining records necessary for regulatory compliance, as specified in our Privacy Policy. To ensure the security of DigiDoe, we may share your data with third parties, such as fraud prevention agencies. For further details, please refer to our Privacy Policy.

23.8. If you are a Business Client or a Small Business Client, you shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with the breach of the Data Protection Legislation by you, your employees, officers, or agents, provided that we give a prompt notice of such claim and full information about the circumstances giving rise to it.

23.9. Regardless of whether you are a Business Client, Small Business Client or Consumer Client, we may record telephone calls and retain recordings at our discretion.

24. INTELLECTUAL PROPERTY

24.1. Regardless of whether you are a Business Client, Small Business Client or Consumer Client, the DigiDoe Client Portal and the Website and all intellectual property rights contained therein, including but not limited to any content, are owned or licensed by us. Intellectual property rights include rights such as copyright, trademarks, domain names, design rights, database rights, patents, and all other intellectual property rights of any kind whether they are registered or unregistered (anywhere in the world). DigiDoe's intellectual property includes "DigiDoe" and all logos related to the DigiDoe

Services. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade address of DigiDoe. You may not copy, imitate, or use them without our prior written consent.

- 24.2. We reserve all of our rights in any intellectual property in connection with these Terms. This means, for example, that we remain owners of them and are free to use them as we see fit.
- 24.3. Nothing in these Terms grants you any legal rights in the DigiDoe Client Portal and/or the Website, other than as necessary to enable you to access the DigiDoe Client Portal. You agree not to adjust or try to circumvent or delete any notices contained on the DigiDoe Client Portal (including any intellectual property notices) and in particular in any digital rights or other security embedded or contained within the DigiDoe Client Portal.

25. REQUESTING INFORMATION

- 25.1. Regardless of whether you are a Business Client, Small Business Client or Consumer Client, you may request, at any time during the extent of these Terms, a copy of these Terms and any of the information set out in [Schedule 4 of the Payment Services Regulations 2017](#).

26. CUSTOMER SUPPORT AND COMPLAINTS

- 26.1. Regardless of whether you are a Business Client, Small Business Client or Consumer Client, we take all complaints seriously. Any complaints about us or the services we provide should be addressed to info@DigiDoe.com. You should clearly indicate that you are wishing to make a complaint to us. This helps us to distinguish a complaint from a mere query. Our complaints procedure sets out the process for submitting and resolving any complaints. You may request a copy of our complaints procedure at any time by contacting customer service.
- 26.2. A final response to your complaint, or a letter explaining why the final response has not been completed, will be sent to you within 15 Business Days of your complaint having been made, and in exceptional circumstances, within 35 Business Days (and we will let you know if this is the case). Should this not be possible due to unforeseen circumstances or lack of Information, we will contact you.
- 26.3. If after having received our final response, you are still unhappy or not satisfied, you may, if your complaint falls within the Financial Ombudsman's Jurisdiction, be able to take your complaint to the Financial Ombudsman Service (FOS) details of which are available on the following link: <https://www.financial-ombudsman.org.uk/faqs>. You can also call the FOS on 0800 023 4567 (free for most people ringing from a fixed line) or 0300 123 9123 (cheaper for those calling using a mobile) or 44 20 7964 0500 (if calling from abroad) or write to: The Financial Ombudsman Service, Exchange

Tower, London E14 9SR Email: complaint.info@financial-ombudsman.org.uk.

- 26.4. If after having received our final response you are still unhappy or not satisfied, and you are not eligible to bring your claim to the FOS, then the parties will attempt to settle your complaint by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) model mediation procedure.
- 26.4.1. unless otherwise agreed between us, the mediator shall be nominated by CEDR.
- 26.4.2. to initiate the mediation, a party must serve notice in writing to the other party, requesting a mediation. A copy of the notice should be sent to the CEDR.
- 26.4.3. if the dispute is not resolved within 35 Business Days after service of the notice, or the mediation terminates before the expiration of the said period of 35 Business Days, the dispute shall be finally resolved by the courts of England and Wales in accordance with clause 31.3.

27. AMENDMENTS TO THESE TERMS

- 27.1. If you are a Business Client or a Small Business Client these Terms may be amended unilaterally by us, by providing you with two months' notice. These changes will be deemed to have been accepted by you where you do not, before the proposed date of the entry into force of the changes, notify us to the contrary. If you do notify us to the contrary, your notification will be deemed to be a notice that you wish to close your DigiDoe Account and terminate these Terms on the date upon which the changes are to take effect.
- 27.2. Where an amendment to the Terms is required by law or relates to the addition of a new service, extra functionality to an existing service, a reduction in the cost of the services provided or any other change which neither reduces your rights nor increases your responsibilities, the amendment may be made without prior notice to you and shall be effective immediately.
- 27.3. If you are a Consumer Client, we can make changes, in your favour, to these terms and charges for any reason. We can also make proportionate adjustments for any other valid and fair reason that affects us or your DigiDoe Account. In the event that we implement changes that clearly benefit you, we will notify you once the changes have been made. However, if the changes are not clearly advantageous to you, we will provide you with a two-month notice and explain our reasons through the most secure means, either via your DigiDoe Account or your email. If you do not agree to these changes, you have the option to inform us, and we will close your account without any charges. Any funds present in your account will be transferred to another account belonging to you, and any outstanding debts to us must be repaid. If we do not receive any communication from you before the changes take effect, we will assume that you are satisfied with the modifications and accept

them.

28. FEES

- 28.1. The fees we charge for the DigiDoe Services are set out in the separate Fees and Pricing Section, Schedule 3, to these Terms. We will provide you with notice of any changes to the Fees and Pricing Section in accordance with these Terms. It is your responsibility to stay informed and review these changes once we have provided you with notice of a change to our fees.
- 28.2. The fees we charge for any other transactional fees are clearly shown on the DigiDoe Client Portal prior to you completing an action and accepted by you or a User.
- 28.3. The monthly management fees that you need to pay shall be paid in advance, from the 15th of the preceding calendar month to the 15th of the relevant month. These fees will be applicable for the time during which you maintain your DigiDoe Electronic Money Account with us.
- 28.4. We shall deduct the fees that you owe us from your DigiDoe Electronic Money Account in a currency selected at our discretion. If the balance in the selected currency in your DigiDoe Electronic Money Account is insufficient to meet the fees that you owe us, we shall deduct the equivalent fees from one or more different currency balance(s) using our Exchange Rates. We reserve the right to suspend your access to your DigiDoe Services if we are not paid any monies.
- 28.5. If during the course of having an account with DigiDoe, our compliance team has to address the client's legal proceedings, requests from various licensing organisations, law enforcement agencies, client's legal or management teams, we reserve the right to charge the client an additional compliance fee on an hourly basis, depending on the seniority of the DigiDoe's team involved in dealing with such requests from GBP 120 to 240 plus VAT per hour. In addition, DigiDoe reserves the right to charge the client legal fees of the outside legal counsel that DigiDoe would have to retain to deal with the client's account and any matters associated with it.
- 28.6. If during the course of having an account with DigiDoe, our senior management team has to address the client's legal proceedings, requests from various licensing organisations, law enforcement agencies, client's legal or management teams, we reserve the right to charge the client an additional fee on an daily basis, depending on the seniority of the DigiDoe's team involved in dealing with such requests at a daily rate of GBP 1,800 plus VAT or/ and GBP 250 plus VAT per hour. In addition, DigiDoe reserves the right to charge the client legal fees of the outside legal counsel that DigiDoe would have to retain to deal with the client's account and any matters associated with it.

28.7. If during the course of having an account with DigiDoe, our compliance team will become aware of the client not disclosing any material information concerning the client himself of his business/es which would either put the client into a different category of the DigiDoe client account or/ and will prevent the client from becoming DigiDoe's client altogether, we reserve the right to charge the client an additional compliance fee on an hourly basis, depending on the seniority of the DigiDoe's team involved in dealing with such requests from GBP 120 to 240 plus VAT per hour. Upon discovery of such new information, we reserve the right to either charge the client the correct account category fee automatically rolling from the date of account opening regardless of the initial wrong category allocation with all the applicable rules to the correct account category or to close the account, effective immediately.

Please liaise with the DigiDoe team at compliance@digidoe.com for more details.

29. NO WARRANTY

29.1. If you are a Business Client or a Small Business Client, the DigiDoe Services are provided on an "as is" and "as available" basis and without any representation or warranty, whether express, implied or statutory. DigiDoe, and their officers, directors, agents, joint venturers, employees, suppliers and Affiliates, make no representation or warranty of any kind whatsoever for the services or the content, materials, information and functions made accessible by the DigiDoe Services used on or accessed through the DigiDoe Services, or for any breach of security associated with the transmission of sensitive information through the DigiDoe Services.

29.2. If you are a Consumer Client, we may be accountable to you for any loss and damage that we may cause, as long as it was reasonably expected or foreseeable. This includes situations where we violate these Terms or fail to provide services to you with reasonable care and skill.

29.3. Regardless of whether you are a Business Client, Small Business Client or Consumer Client, DigiDoe does not warrant that the DigiDoe Services will be uninterrupted or error free. DigiDoe shall not be responsible for any service interruptions, including, but not limited to, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of DigiDoe Transactions or the DigiDoe Services.

29.4. Regardless of whether you are a Business Client, Small Business Client or Consumer Client, DigiDoe does not have any control over the products or services that are paid for using the DigiDoe Services.

29.5. Regardless of whether you are a Business Client, Small Business Client or Consumer Client, DigiDoe is not responsible for the quality, performance, or any consequential results of the products and/or services purchased using the DigiDoe Services.

30. TERMINATION

- 30.1. Regardless of whether you are a Business Client, Small Business Client or Consumer Client, DigiDoe, has the authority to end these Terms at any time, by giving you two months' notice. The termination of these Terms will not affect any of our rights or your obligations arising under these Terms.
- 30.2. You can cancel your account within the first 14 days of opening it, or close it at any other time.
- 30.3. If you are a Business Client or a Small Business Client, you may terminate these terms at any time by providing us with one month's notice, such notice to be provided through an email, subject to confirmation back to you from our client manager.
- 30.4. Regardless of whether you are a Business Client, Small Business Client or Consumer Client, without prejudice to any rights that have accrued under these Terms, or any party's other rights or remedies, either party may at any time terminate these Terms with immediate effect by giving written notice to the other party if:
- 30.4.1. the other party commits a material breach of any term of these Terms and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - 30.4.2. the other party repeatedly breaches any of the terms of these Terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Terms;
 - 30.4.3. the other party is subject to bankruptcy, insolvency, winding up or other similar event; and/or
 - 30.4.4. the result of laws, payment scheme rules, regulatory authority rules or guidance or any change in or any introduction thereof (or change in the interpretation or application thereof) means that it is unlawful or contrary to any such law, rules, order or regulations for either of the parties to perform or give effect to any of its obligations hereunder and such obligation cannot be readily severed from these Terms.
- 30.5. If you are a Business Client or a Small Business Client, without prejudice to any rights that have accrued under these Terms or any of the party's rights or remedies, we may at any time terminate these Terms with immediate effect by giving written notice to you if:
- 30.5.1. we are unable to verify your Information in the manner set out in these Terms;
 - 30.5.2. an administrative or another receiver, administrator, manager, trustee in bankruptcy or similar officer is appointed to the whole or any part of the assets of the User or any Affiliate requests any person to

appoint such a receiver, administrator, manager, trustee in bankruptcy or similar officer in respect of the User (extending to the equivalent legal process out of the UK which would otherwise indicate an event of insolvency);

30.5.3. any order is made or any effective resolution is passed or a petition is presented or other steps are taken (extending to the equivalent legal process out of the UK which would otherwise indicate an event of insolvency) for:

(a) the winding up, dissolution or liquidation of the User;

(b) the making of an administration order against the User; or

(c) the notice of the appointment of an administrator in respect of the User;

30.5.4. you are or become a Designated Person;

30.5.5. we have reason to believe that your use of the DigiDoe Services damages, corrupts, degrades, destroys and/or otherwise adversely affects the DigiDoe Services, or any other software, firmware, hardware, data, systems or networks accessed or used by you;

30.5.6. there is a significant fluctuation (either positive or negative) in the aggregate number of DigiDoe Transactions you enter into;

30.5.7. you have acted or omitted to act in any way which we reasonably determine to diminish DigiDoe's business operations and/or reputation and/or goodwill which we reasonably determine or suspect to give rise to any offence or any increased risk or liability to us; and/or

30.5.8. we are unable to provide the DigiDoe Services to you through the inability of any third party to provide us with any good and/or service that we require to provide the DigiDoe Services to you.

30.6. Regardless of whether you are a Business Client, Small Business Client or Consumer Client, if you have breached these Terms (including a breach of your obligation to pay us any amount owing), we are otherwise entitled to terminate these Terms, or we may suspend your use of the DigiDoe Services (in whole or in part), in which case we will not treat any order for a DigiDoe Transaction that you may wish to make as being received by us, report any DigiDoe Transaction or any other relevant information about you and your use of the DigiDoe Services to the relevant regulatory authority, law enforcement agency and/or government department, and/or if appropriate, seek damages from you.

30.7. Regardless of whether you are a Business Client, Small Business Client or Consumer Client, termination of these Terms requires the closing of your DigiDoe Electronic Money Account in accordance with Clause 21. DigiDoe will deal with your remaining balance in accordance with these

Terms.

- 30.8. Any terms which by their nature should survive, will survive the termination of these Terms.

31. MISCELLANEOUS

- 31.1. Regardless of whether you are a Business Client, Small Business Client or Consumer Client, in order to use other functions of the DigiDoe Services, you may be requested to accept other terms and conditions, either with DigiDoe or with a third party.
- 31.2. To be eligible to use the DigiDoe Services, you must:
- 31.2.1. pass our regulatory due diligence checks;
 - 31.2.2. not be in breach of these Terms; and
 - 31.2.3. not have had any previous DigiDoe Account closed by us.
- 31.3. These Terms shall be governed by the laws of England and any claim or dispute under these Terms shall be subject to the exclusive jurisdiction of the Courts of England & Wales.
- 31.4. These Terms do not intend to confer any benefit on any third party and no third party shall have the right to enforce these Terms or any DigiDoe Transactions under the Contract (Rights of Third Parties) Act 1999 or otherwise.
- 31.5. You may not transfer or assign or sell any rights or obligations you have under these Terms or otherwise grant any third party a legal or equitable interest over your DigiDoe Electronic Money Account without DigiDoe's prior written consent. DigiDoe reserves the right to transfer or assign these Terms or any right or obligation under these Terms at any time.
- 31.6. The Electronic Money in your DigiDoe Electronic Money Account belongs to the person or legal entity which is registered as the DigiDoe Account holder. We recognise only the rights of the holder of the DigiDoe Account. Subject to Clause 31.5, you cannot assign or transfer legal ownership of the DigiDoe Electronic Money Account to anyone.
- 31.7. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your DigiDoe Transactions, or for collecting, reporting or remitting any taxes arising from any DigiDoe Transactions. You hereby agree to comply with any and all applicable tax laws in connection with your use of the DigiDoe Services, including without limitation, the reporting and payment of any taxes arising in

connection with DigiDoe Transactions made through the DigiDoe Services.

- 31.8. If we fail to enforce any of our rights under the Terms, or applicable laws, it shall not be deemed to constitute a waiver of such right.
- 31.9. We may comply with any subpoena, levy, or other legal process which we believe to be valid. We may notify you of such process electronically, by phone, or in writing.
- 31.10. DigiDoe has the right to change any of its third-party service providers, with or without notice.
- 31.11. DigiDoe reserves the right, but shall have no responsibility, to edit, modify, refuse to post or remove any provider content, in whole or in part, that in its sole and absolute discretion is objectionable, erroneous, illegal, fraudulent or otherwise in violation of these Terms.
- 31.12. Unless stated otherwise in these Terms, if any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
- 31.13. We do not provide advice and contract on an execution only basis. We may provide information to you from time to time, for example via the DigiDoe Client Portal or the Website, but we will not and do not provide advice to you either upon the merits of a proposed DigiDoe Transaction or upon any other matter. Before entering into any DigiDoe Transaction you must make your own and their own independent assessment as to whether it is appropriate to enter into a DigiDoe Transaction based upon your own judgment and upon such advice from such advisers as you consider necessary. It is an express term of every DigiDoe Transaction which you enter into with us that you are not relying upon any communication (written or oral) made by us as constituting advice about or a recommendation to enter into such DigiDoe Transaction. Foreign currency exchange rates are subject to fluctuations outside our control. Past movements or trends in the movement of foreign currency exchange rates should not be taken as an indicator of future movements in such exchange rates.
- 31.14. Clause, Schedule and paragraph headings shall not affect the interpretation of these Terms.
- 31.15. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 31.16. The Schedules form part of these Terms and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 31.17. A company includes any company, corporation or other body corporate, wherever and however incorporated or established.

- 31.18. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 31.19. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 31.20. These Terms shall be binding on, and enure to the benefit of, the parties to these Terms and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 31.21. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 31.22. A reference to writing or written includes email.
- 31.23. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 31.24. These Terms shall be concluded and interpreted in the English language. If these Terms are translated into another language, it is for reference purposes only. All communications between the parties shall be in the English language.
- 31.25. Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.
- 31.26. A reference to these Terms or to any other agreement or document referred to in these Terms is a reference to these Terms or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of these Terms) from time to time.
- 31.27. References to Clauses and Schedules are to the Clauses and Schedules of these Terms and references to paragraphs are to paragraphs of the relevant Schedule.
- 31.28. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 31.29. The definitions set out in Schedule 1 apply to these Terms.
- 31.30. These Terms incorporate the provisions of the Supplemental Documents and the Schedules. The Terms, the Supplemental Documents and the Schedules should therefore be read in conjunction with each other.

SCHEDULE 1 – DEFINITIONS

"DigiDoe", "we", "us", or "our" means DigiDoe, trading as DigiDoe and DigiDoe, the details of which are set out in Clause 2.1;

"DigiDoe Account" means your relationship with us as described in these Terms;

"DigiDoe Account Profile" means your profile is accessible on the DigiDoe Client Portal where you can view, among other things, your details;

"DigiDoe Bank Transfer" has the meaning set out in Clause 7.1.2;

"DigiDoe Client Portal" has the meaning set out in Clause 4.2;

"DigiDoe Electronic Money Account" means an account with us in which Electronic Money is held;

"DigiDoe Services" means you being given access to the DigiDoe Client Portal via the Website and being able to enter into DigiDoe Transactions and the management of your DigiDoe Account;

"DigiDoe Transactions" has the meaning set out in Clause 7.1;

"DigiDoe Transaction History" means the list of DigiDoe Transactions you have entered into, which are available on the DigiDoe Client Portal;

"DigiDoe User" means a Consumer Client, Small Business Client or Business Client using DigiDoe Services;

"Affiliate" means a person or entity that directly or indirectly controls, is controlled by, or is under common control with another person or entity;

"Auto Conversion Order" has the meaning set out in Clause 12.1;

"Authorised Representatives" has the meaning set out in Clause 1.2.3;

"Business Client" means a User that is not a Consumer Client or a Small Business Client;

"Business Day" means a day, other than a Saturday, Sunday or a public holiday in England, when banks in London are open for business;

"Charity" means a body whose annual income is less than £1 million and is:

(a) in England and Wales, a charity as defined by section 1(1) of the Charities Act 2011;

(b) in Scotland, a charity as defined by section 106 of the Charities and Trustee Investment (Scotland) Act 2005; or

(c) in Northern Ireland, a charity as defined by section 1(1) of the Charities Act (Northern Ireland) 2008;

"Communications" means the information provided relating to your DigiDoe Account or any DigiDoe Transaction including, but not limited to, any agreements and policies you agree to (e.g. these Terms), including updates to these agreements or policies, disclosures and notices, including prospectuses and reports for transaction receipts or confirmations, DigiDoe Account statements and history, and payment authorisations and transaction receipts or confirmations, documents, and any other information related to your DigiDoe Account or the DigiDoe Services;

"Consumer Client" means an individual who, in contracts for payment services to which the Regulations apply, is acting for purposes other than a trade, business or profession;

"Cookie Policy" means the cookie policy relating to the Website;

"Counterparty" means the person you wish to send Electronic Money to;

"Counterparty Bank Account" means the bank account of the Counterparty;

"Designated Person" means the definition set out in Clause 1.5.1;

"Electronic Money" means electronically stored monetary value as represented by a claim on DigiDoe Limited which is issued on receipt of funds for the purpose of making payment transactions and is accepted by a person other than DigiDoe Limited;

"Electronic Money Exchange" has the meaning set out in Clause 7.1.1;

"Exchange Rate" has the meaning set out in Clause 11;

"FCA" means the Financial Conduct Authority of the United Kingdom whose address is 12 Endeavour Square, London, E20 1JN, United Kingdom. Further information on the FCA can be obtained on the FCA's website at www.fca.org.uk;

"Fees and Pricing Section" means the fees we charge in relation to the DigiDoe Services which are set out in Schedule 3;

“Force Majeure Event” means an event which is beyond the reasonable control of an affected party including without limitation fire, flood, drought, earthquake, another natural disaster, explosion, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, the threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, any market disruption, any law or any action taken by a government or public authority, any labour or trade dispute, strike or industrial action, or any breakdown, failure, defective performance or malfunction of any telecommunications settlement, utility service, or other equipment or system;

"Information" means any confidential and/or personally identifiable information or other information including, but not limited to, the following: name, email address, date of birth, tax identification number, billing/shipping address, phone number and financial information;

"Margin" has the meaning set out in Clause 1.1;

"Micro-Enterprise" means an enterprise which employs fewer than ten persons and whose annual turnover and/or annual balance sheet total does not exceed €2 million;

“Mobile” means your smartphone or another electronic device you use to log into the DigiDoe Client Portal;

“Monetary Exchange” is not a service in its own right but forms part of a DigiDoe Bank Transfer and means redeeming Electronic Money in your DigiDoe Electronic Money Account and using it to purchase money in a different currency using our Exchange Rates;

"OFSI" has the meaning set out in Clause 15.4.1;

“Privacy Policy” means our privacy policy which can be found on the Website which can be found at <https://www.digidoe.com/privacyPolicy>;

"Regulations" means the Electronic Money Regulations 2011 and the Payment Services Regulations 2017;

"Safeguarding Account" has the meaning set out in Clause 3.3;

“Small Business Client” means Micro-Enterprise, Charities and individuals who are acting for business purposes, trade or profession;

“Supplemental Documents” means an agreement between DigiDoe and you for the provision of separate services by DigiDoe which may be set out on the Website;

"Terms" means these terms;

“Third Party Bank Transfer” means a payment from a person who is not you to one of our bank accounts, the details of which we shall provide to you, as part of the process of requesting a Top-Up;

“Top-Up” means you or a third party sending money to us in return for us issuing Electronic Money to your DigiDoe Electronic Money Account as further described in Clause 6;

"Unique Identifiers" has the meaning set out in Clause 9.1;

"User", "you" or "your" means either the Business, Small Business or the Consumer Client that has agreed to these Terms to use the DigiDoe Services;

“User Bank Account” means a bank account belonging to you;

“User Bank Transfer” means a transfer from a User Bank Account, performed by the User’s payment service provider, to one of our bank accounts, the details of which we shall provide to you or your bank, as part of the process of requesting a Top-Up.

“Website” means our general website, the web address of which is <https://www.digidoe.com/>.

SCHEDULE 2 - RESTRICTIONS

It is not permitted to:

1. Control a DigiDoe Account that is linked to another DigiDoe Account that has engaged in any of the Restricted Activities;
2. Use the DigiDoe Services for any illegal purposes, including, but not limited to fraud and money laundering, unlawful sexually oriented materials or services, counterfeit products, unlawful gambling activities, fraud, the funding of terrorist organisations, the unlawful purchase or sale of tobacco, firearms, prescription drugs, other controlled substances or other products prohibited by law. DigiDoe will report any suspicious activity and cooperate with any relevant law enforcement agency or regulator to the extent required by applicable law or rules of the relevant law enforcement agency or regulator;
3. Use the DigiDoe services in breach of any applicable law, including but not limited to any laws, regulations, governmental orders, directives, rules, licences or requirements of the European Union, the United Kingdom, the United States of America, or any other country with jurisdiction over DigiDoe Transactions and/or DigiDoe Services relating to sanctions, anti-money laundering or counter terrorist financing legislation or any other applicable law;

4. Use DigiDoe Services in a way which would result in an economic benefit to a Designated Person or in any way which we consider would or might give rise to a risk of DigiDoe or any other person violating any sanctions, anti-money laundering or counter terrorist financing legislation or any other applicable law;
5. Use DigiDoe services to, directly or indirectly, contribute or provide funds, goods, services by, to, or for the benefit of a Designated Person or in any way which we consider would or might give rise to a risk of DigiDoe or any other person violating any sanctions, anti-money laundering or counter terrorist financing legislation or any other applicable law;
6. Use the DigiDoe Services to abuse, exploit or circumvent the usage restrictions imposed by a merchant on the services it provides, or to obtain goods or services without paying the amount due partially or in full;
7. Breach these Terms or any other agreement or policy that you have agreed with DigiDoe;
8. Create more than one DigiDoe Account without our prior written consent;
9. Use the DigiDoe Services to violate any law, statute, ordinance, or regulation;
10. Use the DigiDoe Services for any illegal purposes including the purchase or sale, or the facilitation of the purchase or sale of, illegal goods or services;
11. Use the DigiDoe Services to conduct activities pertaining to adult entertainment/pornography, auction houses, charities, chemicals and allied products, dating and escort services, binary options, political or religious organisations, video game arcades or establishments and businesses claiming to trade in prime bank guarantees, debentures, letters of credit or medium term notes;
12. Infringe DigiDoe's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
13. Act in a manner that is defamatory, libellous, threatening or harassing when using the DigiDoe Services;
14. Provide us with false, inaccurate or misleading Information;
15. Use the DigiDoe Services to engage in debt-collection activities;
16. Instruct us to send or receive what we reasonably believe to be potentially fraudulent funds on your behalf;
17. Attempt to intentionally or knowingly receive or attempt to receive funds from both DigiDoe and a merchant for the same DigiDoe Transaction;
18. Conduct your business or use the DigiDoe Services in a manner that is likely to result in or may result in complaints, disputes, reversals, chargebacks, fees, fines, penalties or other liability to DigiDoe, other Users, third parties or

you;

19. Allow any of the currencies in your DigiDoe Electronic Money Account to have a negative balance or have a minimum balance applicable to your account;
20. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure; facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; use an anonymising proxy; use any robot, spider, another automatic device, or manual process to monitor or copy our website without our prior written permission; or interfere or attempt to interfere with the DigiDoe Services;
21. Take any action that may cause us to lose any of the services from our internet service providers, payment processors, or other suppliers;
22. Circumvent any DigiDoe policy or determinations about your DigiDoe Electronic Money Account including, but not limited to, attempting to create a new or additional DigiDoe Account when a DigiDoe Electronic Money Account has a negative balance or a balance below the minimum balance applicable to such account or has been restricted, suspended or otherwise limited, creating new or additional DigiDoe Electronic Money Accounts using Information that is not your own (e.g. Name, address, email address, etc.), or using someone else's DigiDoe Electronic Money Account;
23. Harass our employees, agents, or other Users;
24. Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
25. Use the DigiDoe Services in a manner that we believe may be a violation of any applicable electronic payment network rules, card association or network rules, or applicable law;
26. Use the DigiDoe Services to trade FX for speculative purposes or for FX arbitrage;
27. Refuse or fail to provide further Information about you or your business activities that we may reasonably request;
28. Conduct your business or use the DigiDoe Services in a manner that leads us to receive a disproportionate number of claims or chargebacks; or
29. Have a credit score provided by a third-party provider, of DigiDoe's choosing which indicates a higher level of risk, associated with your use of the DigiDoe Services.

SCHEDULE 3 – FEES AND PRICING

Please refer to our Fees and Pricing section.