



Terms and Conditions



1. INTRODUCTION

- 1.1. These Terms and Conditions are part of the Client agreement between FBS Software Development Ltd (**FBS, we, Company, us, our or ourselves**) and you (**you, your, Client or yourself**).
- 1.2. FBS Software Development Ltd. is incorporated in Cypu having its address at: Antrea Araouzou, 2, STEFANO PLAZA, 1st floor, Office 101, Kato Polemidia, 4150, Limassol, Cyprus.
- 1.3. Payment transactions, if any, are managed by HDC Technologies Ltd.; Registration No. HE 370778; Address: Arch. Makariou III& Vyronos, P. Lordos Center, Block B, Office 203.
- 1.4. By using our Website or any of our products and services, you acknowledge and agree that:
 - 1.4.1. you have read and understood all documentation provided by the Company;
 - 1.4.2. all services under this Client Agreement are subject to the Applicable Laws;
 - 1.4.3. we do not provide legal, tax, financial, or accounting advice, and do not act in a fiduciary capacity except where expressly stated in these Terms and Conditions;
 - 1.4.4. you accept the Client Agreement in full.
- 1.5. These Terms and Conditions shall take effect on the earlier of:
 - 1.5.1. the date of their publication;
 - 1.5.2. your registration and access to the Wallet application.
- 1.6. You agree that these Terms and Conditions, and any changes to them, may be delivered electronically (including but not limited to via messengers, email, or Website postings) to the extent permitted by law.



- 1.7. Any document delivered electronically is deemed to be “in writing”. If you click on “I Accept”, “Submit”, or any similar button, or take any other relevant action via the Wallet interface, it will constitute your valid consent and electronic signature.
- 1.8. The Company reserves the right to approve or reject your application to access the Wallet application at its sole discretion and without obligation to justify the decision.
- 1.9. We do not provide services to citizens or residents of the following jurisdictions:
 - 1.9.1. Afghanistan;
 - 1.9.2. Cuba;
 - 1.9.3. Eritrea;
 - 1.9.4. European Economic Area;
 - 1.9.5. Honduras;
 - 1.9.6. Iceland;
 - 1.9.7. Iran;
 - 1.9.8. Iraq;
 - 1.9.9. Kazakhstan;
 - 1.9.10. Kyrgyzstan;
 - 1.9.11. Libya;
 - 1.9.12. Liechtenstein;
 - 1.9.13. Myanmar;
 - 1.9.14. North Korea;
 - 1.9.15. Palestine;
 - 1.9.16. Russian Federation;

- 1.9.17. Serbia;
- 1.9.18. South Korea;
- 1.9.19. South Sudan;
- 1.9.20. Sudan;
- 1.9.21. Syrian Arab Republic;
- 1.9.22. United Kingdom;
- 1.9.23. United States of America.

2. PRINCIPLES OF INTERACTION

Principle

- 2.1. The Company is a third party in relation to payment transactions, we do not process financial transactions ourselves, so the processing time of the request in the Terms and Conditions is the processing time of the request on our side and may differ from the processing time of the payment service.
- 2.2. Unless otherwise agreed in writing by the Company, the Client will deal with the Company as principal and not as an agent or representative of another person. This means that unless we agree otherwise in writing, we will treat you as the Client for all purposes.
- 2.3. The following list predetermines but is not limited to the type of Clients who are not acceptable for establishing a business relationship or execution of an occasional transaction with the Company:
 - 2.3.1. clients who fail or refuse to submit the required data and information for the verification of their identity;
 - 2.3.2. shell Banks;



- 2.3.3. money or Value Transfer Services (MVTs)/ Money Service Business (MSB) customers;
- 2.3.4. such an individual is over the age of legal capacity in the applicable jurisdiction;
- 2.3.5. an individual who has a criminal record;
- 2.3.6. an individual residing in the Territory or who is a citizen of the Territory or otherwise connected with the Territory.
- 2.4. The Company is entitled to refuse the provision of service to the Client at any time, and the Client agrees that the Company is not obliged to provide reasoning for such action.
- 2.5. The Company is not a tax agent and acts under the legislation of Cyprus. The Client complies with their tax and/or any other obligations independently and on their own. The Client is solely responsible for all documents, tax returns, and reports on any transactions that must be submitted to any relevant authority, whether governmental or otherwise, and for the payment of all taxes arising from any transaction, income, or in connection with them.

Advice

- 2.6. Any information or analysis that we provide is generic and does not consider financial situations, needs, or personal objectives. In particular, the Client acknowledges that we do not provide personal advice or give advice to the Client.
- 2.7. The Company does not provide any advice on any tax-related matters. The Company encourages the Client to obtain independent advice from a financial advisor, auditor, and/or legal counsel on the tax implications of any of the Products.



Anti-Money Laundering Legislation and Know Your Client

- 2.8. The Client acknowledges and agrees that the Company may require information from the Client from time to time to comply with the Anti-Money Laundering (AML) Legislation. The Client undertakes to provide the Company with all information, documents, and assistance that we may require to comply with the AML/Counter-Terrorism Financing (CTF) Laws.
- 2.9. We may pass on information documents collected from you relating to transactions as required by the AML/CTF Laws or other Applicable Laws and regulations and are under no obligation to inform you we have done so. We may undertake all such anti-money laundering and other checks in relation to you (including restricted lists, blocked persons, and countries lists) as deemed necessary or appropriate by us, and we reserve the right to take any action with regard thereto with no liability whatsoever, therefore. For more information, please refer to our Anti-Money Laundering Policy.
- 2.10. You also warrant that you are not aware and have no reason to suspect that:
- 2.10.1. the money used to fund your transactions has been or will be derived from or related to any money laundering, terrorism financing, or other illegal activities, whether prohibited under Applicable Laws, international law, or convention or by agreement; or
- 2.10.2. your proceeds will be used to finance any illegal activities.

Consent to the recording of telephone conversations

- 2.11. The Client consents to:
- 2.11.1. the electronic recording of your telephone discussions with us, with or without making a disclosure to you each and every time you speak with a representative of the Company. These calls may be recorded with or without an audible tone; and



- 2.11.2. the recording and retention of all electronic communications with us, including but not limited to communications by email, with or without any further warning to this effect during the communication; and
- 2.11.3. the use of recordings, transcripts, or electronic communications from such recordings for any purpose, including, but not limited to, their use as evidence by either party in any dispute between you and us, monitoring and training our staff, and monitoring compliance with regulatory and contractual obligations. If there is a dispute between the Company and you, you have the right to listen to any recording of those conversations (if still available). Nothing in the Client Agreement obliges the Company to keep a recording or to notify you that we have eliminated recording.
- 2.12. All recordings are the property of the Company and may be used in instances, including but not limited to, of dispute and shall be conclusive and binding evidence.

Marketing

- 2.13. All promotions being offered either to the Client or potential client may differ from time to time and are subject to specific promotional terms and conditions. The Company reserves the right to amend, renounce, and/or terminate any promotion at any given time without prior notice to the Client.
- 2.14. The Company reserves the right at all times to refuse, detain, or withdraw any promotion it is sole discretion, and in the event the Company suspects that the Client alone or with others has in any way manipulated or abused or attempted to, any promotion or has acted on bad faith towards the Company including but not limited to arbitrage, risk reduced profiting then we reserve the right at our sole discretion to take any actions such as but not limited to temporary or permanently blocking, suspending.



Our discretions

- 2.15. Various clauses of these Terms and Conditions confer discretions on the Company to act in circumstances that are set out in the relevant provision. We have discretions under these Terms and Conditions. You do not have any power or right to direct how we exercise those discretions.
- 2.16. In exercising such discretions, we will act in accordance with the following:
- 2.16.1. We will have due regard to our commercial objectives, which include:
- 2.16.1.1. maintaining our reputation;
 - 2.16.1.2. responding to market forces;
 - 2.16.1.3. managing all forms of risks, including, but not limited to, operational risk and market risk; and
 - 2.16.1.4. complying with our legal obligations.

3. DEPOSIT AND WITHDRAWALS

- 3.1. The Client may deposit and withdraw funds into Wallet at any time during the course of the Client Agreement by using any of the payment methods available in the Client Area from time to time. Minimum deposit requirements, minimum withdrawal requirements as well as withdrawal commissions, and deposit commissions can be found in the Client Area. The Company shall not accept third-party or anonymous payments to the Wallet.



- 3.2. The Client shall understand and agree that if the Client uses one payment method, they will use the same method to withdraw funds unless this is justified at the Company's discretion. The Company's discretion may be exercised; for example, if a bank card is used as a depositing method, the funds can be withdrawn to the same card within 1 (one) calendar year. After the calendar year, the withdrawal of funds to the bank card will not be available, and the Company will offer the Client alternative ways of withdrawal.
- 3.3. If multiple payment methods are being used, then the concept of proportionality shall apply. The Company shall set the requirements and order to be followed for withdrawals. The Company shall have the right to request from the Client additional information and/or documentation at any time to confirm the origin and/or source of funds deposited in the Wallet. This includes but is not limited to: the source of income and source of funds, a video with an identification document, and proof of address. The Company shall have the right to reject a deposit or a withdrawal from the Client if the Company is not duly satisfied with the information and/or documentation provided and/or collected. The Company has the right to terminate the Client Agreement with the Client without explaining the reasons and to refuse to provide services to the Client based on the results of the verification in accordance with the internal AML policy.
- 3.4. The Company shall have the right to reject a deposit of the Client if the provisions of the transfer stated in the Client Area are not followed.
- 3.5. The Company has the right to refuse deposit and withdrawal operations in cases if the email, telephone number, identity, address, and/or other information provided and/or collected is not fully verified by the Company or up to date, with the requirements of such verification vested in the Company's sole discretion.



- 3.6. If the Client makes a deposit, the Company shall credit the relevant Wallet with the relevant amount actually received by the Company as soon as practically possible after the amount is cleared in the relevant account of the Company.
- 3.7. If the funds sent by the Client are not deposited in the Wallet when they were supposed to, the Client shall notify the Company and request the Company to make a transaction investigation of the transfer. The Client agrees that any charges of the investigation shall be paid by the Client and deducted from the Wallet or paid directly to the third party performing the investigation. The Client realizes and accepts that the Company only assists in the investigation but is not responsible for any funds that are not directly deposited into the Company's accounts.
- 3.8. Without prejudice to the rest of the provisions of these Terms and Conditions, the Company will affect withdrawals of Client funds upon the Company receiving a relevant request from the Client.
- 3.9. Upon the Company receiving an instruction from the Client to withdraw funds from the Wallet, the Company shall process the transaction request without undue delay and, where feasible, not later than three (3) Business Days if the following requirements are met:
 - 3.9.1. The withdrawal instruction includes all necessary information.
 - 3.9.2. The instruction is to make a transfer to the account from which the money was originally deposited in the Wallet or, in case of a disputable situation, to an account belonging to the Client (following the submission of the relevant evidence).
 - 3.9.3. The account where the transfer is to be made belongs to the Client.
 - 3.9.4. At the moment of payment, the Client has available funds in the Wallet.
 - 3.9.5. There is no Force Majeure event that prohibits the Company from effecting the withdrawal.



- 3.9.6. The Client has satisfied any requests from the Company in relation to Know Your Customer (KYC), etc.
- 3.9.7. The Client's Client Area and/or Wallet are not blocked, or the Client Agreement is not terminated due to the Client's violation of the Client Agreement.
- 3.10. It is agreed and understood that withdrawals will only be effected towards the Client. The Company does not permit withdrawals to any third party and/or to an anonymous account.
- 3.11. The Company reserves the right to decline a withdrawal request from the Client, asking for a specific transfer method, and the Company has the right to suggest an alternative.
- 3.12. All payment and/or transfer charges may be borne by the Client, and the Company shall debit the relevant Wallet for these charges.
- 3.13. Without prejudice to the rest of the provisions of the Client Agreement, the Client may send request(s) for fund withdrawal from the Client Area, and the Company shall undertake to send funds to the Client's account in accordance with the details stated in the request for withdrawal. The Company shall not be responsible for the period of transfer following the execution of the withdrawal request.
- 3.14. In exceptional cases, if the Client requests a withdrawal to an account other than the account from which the deposit was made, the Client warrants that the details provided are correct, that the account can be funded, that the account belongs to the Client, and that the account is in the actual possession of the Client. The Client is solely responsible for the payment details provided by the Client to the Company, and the Company does not accept any responsibility for the Client's funds if the payment details the Client has provided to the Company are incorrect or incomplete.



- 3.15. However, the Company reserves the right, at its sole discretion, to carry out all necessary checks and take measures to ensure that the account actually belongs to the Client.
- 3.15.1. In that connection, the Company reserves the right, at its sole discretion, (a) to decline withdrawals via certain specific payment methods; (b) to require another payment method as the one indicated in any withdrawal request, in which instance a new withdrawal request may have to be submitted; and/or (c) to require that further documentation be submitted, as required by applicable Anti-Money Laundering Legislation and/or any other similar rules and regulations applicable to us, before proceeding with any withdrawal request. If the Client fails to provide confirmation within 7 (seven) days that the account to which the withdrawal is requested belongs to him, the Company has the right to block the Wallet and not to make a withdrawal until the Client provides sufficient confirmation.
- 3.16. Without prejudice to the rest of the provisions of the Client Agreement, if the Wallet is closed, its balance will be withdrawn proportionally to bank accounts, and e-wallets from which deposits were made.
- 3.17. Unlawful actions with bank cards and/or bank accounts and/or with any other depositing method are exceptions to the aforementioned paragraph. In the case of unlawful action(s), the Company may refund the remaining balance as it deems fit. Should an unlawful action occur, all data may be provided to the bank and/or credit institution and/or payment service provider and/or similar, as well as to law enforcement agencies and/or authorities.
- 3.18. Without prejudice to the rest of the provisions of the Client Agreement, where a bank card is used as the depositing method, the following rules apply:

- 3.18.1. The Company reserves the right to place withdrawal limits in its systems. For additional information regarding such withdrawal limits and withdrawal procedures, please refer to your Client Area.
- 3.18.2. The Company shall undertake to send funds to the Client's account in accordance with the details stated in the request for withdrawal. The Company shall not be responsible for the transfer period following the execution of the withdrawal request.
- 3.18.3. The Client withdraws an amount that is less or equal to the deposit. If the Client has made several deposits, the Client must withdraw deposits separately.
- 3.18.4. The Client can withdraw the funds from the card deposit only through a local bank if such bank is available for withdrawal by the Client and the Client has an account. If the possibility to withdraw to the local bank is absent, the funds can be withdrawn to payment systems and/or wallets, the belonging of which is confirmed to the Client.
- 3.18.5. If the Account has been funded by a debit or credit card, the Company has the right to request a copy of the credit card. The copy must include the first six (6) and last four (4) digits of the card number, the cardholder's name, and the expiration date.
- 3.19. The Company reserves the right to set the minimum deposit amount and minimum withdrawal amount in accordance with the requirements of the payment service provider. The minimum and maximum amounts of deposit and withdrawal are specified in the payment form. Please check the payment service provider's requirements in advance. Deposits below the minimum amount, as well as those sent by mistake or from an incompatible payment method, may result in the loss of funds; deposits below the minimum amount shall be considered non-refundable. The Client acknowledges that the Client risks losing funds if the sent amount is below the minimum deposit. The Client acknowledges and agrees that the Company will not be able to process a withdrawal request if the requested amount is less than the minimum withdrawal amount set by the payment service provider. Before submitting a



withdrawal request, the Client should ensure that the requested amount is equal to or above the minimum amount required for each withdrawal method. The Client agrees that their funds are subject to forced withdrawal if the Company blocks the Wallet and Client Area. The Client also admits the Company's right to block the Wallet and Client Area without carrying out a withdrawal if the Client's funds are below the minimum withdrawal amount set by the payment service provider.

Internal transfer

- 3.20. The Client may request a transfer of funds to another Wallet, provided the latter Wallet supports the relevant fund deposit/withdrawal method. Internal transfer shall be executed only between accounts of the same type or between different types of accounts if the transfer amount is greater than the required minimum initial deposit.
- 3.21. The Company shall process the transfer of funds to another Wallet in the currency of that Wallet.
- 3.22. If an error in the request for the transfer of funds to another account was made by the Client, and this resulted in the Company depositing funds into an incorrect Wallet, the Client may not be refunded.
- 3.23. The Company may decline any internal transfer without any reasoning in its sole discretion.
- 3.24. Transfer between third parties is not possible except for internal transfers between a Partner and an Introduced Client of the Partner; these transfers are processed manually as well.

Chargeback

- 3.25. If the Client initiates chargeback (either intentionally or in error) for any deposit made by the Client to the Wallet, the Company reserves the right to debit the amount of the chargeback initiated by the Client from the Wallet balance until a decision on the chargeback is received.
- 3.26. Also, if the Client places chargeback (either intentionally or in error) for any deposit made by the Client to the Wallet, the Company reserves the right, upon receipt of the refund, to charge the Wallet the investigative expenses in amount of 100 US Dollars or an amount equivalent to this in another currency for one operation to Client's Wallet upon receiving the chargeback by Company's merchant provider to cover Company's investigative expenses to prove that the Client did make the deposit, and the Client hereby authorizes the Company to charge this amount to Client's credit card.
- 3.27. The Company does not tolerate credit card fraud, and all fraud, without exception, may be prosecuted through criminal proceedings in the Client's local jurisdiction to the fullest extent of the law. In addition, the Company may pursue civil legal action in your local jurisdiction seeking any loss of income related to the fraud, including business, legal fees, research costs, and loss of revenues.
- 3.28. Fraudulent transactions are immediately canceled after being detected.
- 3.29. The Company considers credit card chargebacks to be fraudulent if the Client makes no reasonable effort to work with the Company to resolve any problems with the Client's deposit. When the Company detects questionable activity related to a deposit that is being made in the Account, the Company will perform fraud detection checks on the deposit to reduce the Client's exposure to risk; during this time, the Client won't be able to access the Client's Wallet.

- 3.30. If the Company determines that a deposit is high-risk or doesn't comply with the Company's fraud and security policies, the deposit will immediately be canceled, and the funds will be sent to the place from which the deposit was originally made. Furthermore, in such instances, the Company reserves the right, at the Company's sole discretion, to close any and all of the Wallet(s) immediately.

Transfers

- 3.31. It is your responsibility to ensure that money sent to the Company is correctly designated in all respects, including, where applicable, that the money is applied to the correct Wallet.
- 3.32. The Client must ensure that:
- 3.32.1. all payments into the Wallet are from you as the holder of the Wallet and not from any third party;
 - 3.32.2. without limiting the above, payments from the Wallet are payments from your Wallet and not from any Wallet of any third party.
- 3.33. The Client agrees and acknowledges that we may refuse to accept and/or may return any payment of money from any third party or any Wallet of any third party and that we do not accept any liability or responsibility for any Loss, cost, or expense incurred or suffered by you in connection with such non-acceptance or return, including because you are subsequently in default of your obligations to us.
- 3.34. The Client understands and accepts that the Client must always supply the Company with complete and correct payment details when providing payment instructions. When providing payment instructions, you should use the form provided by the Company. In the absence of the said information or if the information provided does not match the deposit made, the Company is not liable for the completion of the transfer nor any delays or extra costs arising from the absence.

- 3.35. The Client acknowledges that the Company cannot be held liable for the number of days passing between the transfer of funds by the sending payment provider until the funds are received by the Company and booked in your Wallet.
- 3.36. The Client acknowledges that the Company cannot be held liable for the number of days passing between the transfer of funds from the Company until the funds are booked into the Wallet in the payment system to which the transaction/withdrawal is made.
- 3.37. The Client understands and accepts that the Client is liable for any costs arising from any delays caused by any errors made by the receiving financial institution or its intermediate financial institutions.

4. FEES AND CHARGES

Costs

- 4.1. The provision of Services and the performing operations under the Client Agreement is subject to the payment of charges to the Company ("**Costs**"). Costs to the Company are set out on the Website and/or in the Client Area and/or communicated to the Client through other means.
- 4.2. The Company reserves the right to change, from time to time, any of the Costs applicable to the Client without prior written notice, and any such information shall be displayed on the Website and/or in the Client Area and/or are communicated to the Client through other means.
- 4.3. The Client agrees to pay all expenses relating to the Client Agreement and to any documentation which may be required for the carrying out of transactions.
- 4.4. Costs may include:



- 4.4.1. any fees, taxes, stamp duty, or other charges as may from time to time be levied on or in connection with any contracts entered into with you; and
- 4.4.2. any amount, rate, or formula for transaction fees (“**Transaction Fees**”) or any other fees which are to be specified by us, a supplementary disclosure document, or in any other permitted way of notifying you.
- 4.5. The Company reserves the right to charge a fee (“**Service Fee**”) for processing withdrawals made by the Client per month in excess of the number of free withdrawals set by the Company. You may request ten (10) free withdrawals per calendar month. The Company will charge a fee of one (1) USD (or its equivalent in another / any other currency) for the eleventh (11) and each subsequent withdrawal (of any type).
- 4.6. The Client must reimburse the Company for all fees (both direct and indirect) and expenses charged in connection with any contract (other than Tax on the income) and for all costs and expenses incurred by the Company in implementing the Client Agreement and in enforcing our rights under the Client Agreement (including its legal costs of external or internal legal advisers on a full indemnity basis).
- 4.7. The Client acknowledges that the Client is responsible for legal costs associated with or arising from (at any time) entering into the Client Agreement and for all Taxes and expenses incurred by the Client in connection with the Client Agreement.

Payment

- 4.8. The Client agrees that the Company may:
 - 4.8.1. debit Wallet (on a daily or any other basis) and pay itself, without further reference to the Client:
 - 4.8.1.1. all administration fees, including but not limited to credit card fees, and debt collection during the full term of the Client Agreement while the Client uses such services; and



5. INTELLECTUAL PROPERTY

- 5.1. The entire contents of our software, the Website, and our mobile application, including but not limited to all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, color scheme, and graphics, are protected by international copyright and trademark laws. Except for third party content, original works of authorship published by us or by or on behalf of our Third Party Licensors. We have the exclusive rights to reproduce, display, distribute,. The names, logos, trademarks, copyrights, and all other intellectual property rights in all of the material and software on the facility are owned by us or by our third-party licensors.

Analytical Tools and Market Data

- 5.2. At certain times, we may provide access to general informational content such as currency exchange rates, charts, or links to external sources (e.g., news or public data feeds). This content is made available for convenience only and is not intended to reflect any commercial, investment, or financial guidance. We do not verify or guarantee the accuracy, completeness, or reliability of this content, and it should not be relied upon for making financial or strategic decisions. Any such materials are informational in nature and do not constitute any form of recommendation or advice.

Content Item

- 5.3. All rights in patents, copyrights, design rights, trademarks, and any other Intellectual Property rights (whether registered or unregistered) relating to the Website and educational and training materials posted on behalf of the Company (“**Content Item**”) remain vested in the Company or our licensors.



- 5.4. The Company grants a non-exclusive, non-transferable, non-sublicensable license for each Content Item for personal use. Content Item means each discrete creative work (for example, article, photograph, video, training materials) provided by the Company or its affiliates.
- 5.5. You should not make the Content Item available or otherwise use the Content Item except as expressly licensed pursuant. Any use of the Content Item on any other site, mobile site, application, or other media as expressly provided herein requires a separate written agreement between the Company and the Client, and the Company has no obligation to enter into any such agreement.
- 5.6. If the Company instructs the Client to delete or make inaccessible any Content Item because such Content Item may contain errors, is or could be subject to a third-party claim, or for any other good faith reason, the Client shall comply with such instruction as promptly as reasonably possible and, in any case, within 24 hours.

Third-Party Content

- 5.7. The Website may include general news and information, commentary, interactive tools, quotes, research reports, other financial markets, and other subjects. Some of this content may be supplied by people who are not affiliated with the Company ("**Third-Party Content**").
- 5.8. We do not explicitly or implicitly endorse or approve any Third-Party Content that may appear in or be accessible via the application or Website. Such content is provided solely for general informational purposes. The inclusion of Third-Party Content does not imply any affiliation or recommendation, and it should not be interpreted as legal, tax, financial, or professional advice of any kind.

6. EVENTS OF DEFAULT

- 6.1. Any of the following events constitute Events of Default, which, upon their occurrence, give the Company the right to take action in accordance with the clause:
- 6.1.1. an Insolvency Event occurs in relation to the Client;
 - 6.1.2. the Client is a natural person, and the Client is deceased or deemed incapacitated;
 - 6.1.3. the Client is in breach of any obligation, warranty, or representation made under this Terms and Conditions (whether by act or omission), and/or any information provided to the Company in connection with these Terms and Conditions is or has become untrue or misleading;
 - 6.1.4. the Company suspects that the Client is operating two or more Wallets under different login details or multiple account transactions involving (i) using/reporting the same IP address/email address/phone number/etc., (ii) demonstrating the same deposit and withdrawal patterns, (iii) accounts demonstrating similar or identical activities patterns, or (iv) Wallets using the same device, or any other form of deceptive or fraudulent activity;
 - 6.1.5. any fees or other payments due to the Company are not paid in accordance with the Client Agreement;
 - 6.1.6. at any time or for any period deemed unreasonable by the Company, the Client is not contactable, or the Client does not respond to any notice or correspondence from us;
 - 6.1.7. the Company reasonably believes it is prudent for the Company to take any or all of the actions described in clause light of any relevant legal or regulatory requirement applicable either to the Client or to us;
 - 6.1.8. the Company considers it necessary for the protection of our rights under the Client Agreement;

- 6.1.9. the Company is unable to quote the price of the products due to the unavailability of the relevant market information for reasons beyond our control;
- 6.1.10. the Company considers that the Client may be in breach of or have failed to comply with any Applicable Law;
- 6.1.11. the Company is so requested by a regulatory body or authority;
- 6.1.12. where the Company has not received, within fourteen (14) Business Days of a written request, all information which the Company has requested in connection with the Client Agreement;
- 6.1.13. the Client's activity or interaction with the Company is deemed inappropriate and/or incorrect. The Client's behavior goes beyond the scope of business communication;
- 6.1.14. the Company suspects that the Customer is involved in money laundering, terrorist financing or other criminal activity;
- 6.1.15. the Client involves the Company in any type of fraud or illegal activity or being at risk of involving the Company in any type of fraud or illegal activity, such risk to be determined by the Company;
- 6.1.16. the Client engages in any activity that is likely to allow irregular and/or unauthorized access to the Client Area;
- 6.1.17. the Company reasonably believes that any one or more of the circumstances set out above is likely to happen or in any other circumstance where the Company reasonably believes that it is necessary or desirable to protect ourselves or all or any of our other clients.

What action may the Company take

- 6.2. If the Event of Default occurs, the Company may take all or any of the following actions without prior notice to the Client (either immediately or at any time at our sole discretion):
- 6.2.1. immediately require payment of any amount due to the Company;
 - 6.2.2. terminate the Client Agreement;
 - 6.2.3. exercise our rights to set off;
 - 6.2.4. limit the Wallet to close only mode on the Wallet;
 - 6.2.5. call on any guarantee in respect of the Client's obligations;
 - 6.2.6. combine, close, or consolidate any of the Wallets and offset any and/or amounts owed to, or by, the Company in such manner as the Company may, in our absolute discretion, determine; or
 - 6.2.7. retain any amount owed by the Company to the Client against any contingent liability of the Client to the Company or so long as the contingency subsists;
 - 6.2.8. withhold any funds suspected to have been derived from any illegal activity by the Client's unlawful conduct, misrepresentation, and/or the Client's breach of the terms of the Client Agreement;
 - 6.2.9. temporarily limit and/or restrict and/or ban any deposit payment methods available for the Client;
 - 6.2.10. charge you an amount equal to the charges associated with your transactions and/or reserves the right to charge you an amount equal to five (5) percent of the total amount of your withdrawals and/or deposits to cover the Company's cost of transaction fees;
 - 6.2.11. refund the original amount of the deposit, excluding any deposit and withdrawal charges;



- 6.2.12. charge the Client for the carried out operations to deposit/withdraw funds;
- 6.2.13. carry out forced withdrawal of the deposit amount deposited by the Client;
- 6.2.14. take such other action as the Company considers appropriate.

Additional suspension and closing rights

- 6.3. The Company may also terminate the Client Agreement, and close the Wallet, having given fourteen (14) days' written notice in the circumstances set out below:
 - 6.3.1. any litigation is commenced involving both the Client and the Company that places the Company in an adversarial position, and given the subject matter of or any issues in dispute in relation to that litigation, the Company decides that the Company cannot continue to deal with the Client while the litigation is pending;
 - 6.3.2. where the Client has acted in an abusive manner toward our staff (for example, by displaying what the Company considers to be discourtesy or the use of offensive or insulting language).
- 6.4. If the Company relies on our rights under this clause, the Wallet will be suspended during the fourteen (14) day notice period.

Suspension of the Client Area

- 6.5. Without limiting our other rights to take action under clause 8 of these Terms and Conditions, the Company may, at our discretion, suspend the Client Area pending investigation for any reason.
- 6.6. If the Company has suspended the Client Area pending an investigation, the Company will use reasonable endeavors to conclude our investigation within twenty (20) Business Days.

7. UNDESIRABLE AND UNACCEPTABLE PRACTICES

Fraud traffic

- 7.1. When used in these Terms and Conditions unless the context otherwise requires, it shall mean deposits or traffic generated towards our product and/or system through illegal means or bad faith to defraud the Company and/or its systems, regardless of whether or not it actually causes the Company any harm.
- 7.2. Fraud traffic shall include but shall not be limited to spam, false advertising, and deposits generated by stolen credit/debit cards, collusion between clients, coordinating with other clients with the purpose of affecting the market, manipulation of the service, systems including without limitation scalping (hereinafter collectively referred to as “Arbitrage”), and any other unauthorized use of a third-party account, copyrights, or trademarks. Fraud traffic should also include any activity in the Wallet that appears to be related to and/or with another client of the Company and which is deemed to be suspicious of the Company’s sole and reasonable discretion.
- 7.3. The Company reserves the right to suspend, close, or unwind any transaction that has resulted from any miss-configuration or technical error or if the Company suspects any fraud, manipulation, arbitrage, or other forms of deceitful or fraudulent activity in a Wallet or multiple accounts with or otherwise related or connected to any and/or all transactions. Under such circumstances, the Company shall be entitled to withdraw any funds and charge any costs which it deems, in its sole discretion, to have been inappropriately gained and shall not be liable for the cancellation of any transaction or funds or in the event of any damage or losses which may result from suspension, closure or unwinding.

Compliance with the Law

- 7.4. Despite any provisions of the Client Agreement, in providing the services under the Client Agreement, the Company will be entitled to take any action as the Company considers necessary in our absolute discretion to ensure services provided under the Client Agreement comply with all Applicable Laws.
- 7.5. The Client agrees strictly to comply with all Applicable Laws. If the Company considers the Client has not complied, the Company may terminate the Client Agreement immediately without notice, regardless of whether there has been an Event of Default.

8. LIMITATION OF LIABILITY AND INDEMNITY

Limitation of Liability

- 8.1. Without prejudice to any other terms and conditions of these Terms and Conditions relating to the limitation of liability and provision of indemnities, and subject to any laws restricting the Company from limiting our liability, and to the maximum extent permitted by those laws, we are not liable for:
- 8.1.1. **System errors:** We have no liability to you for any loss, damage, or cost that you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions, or other deficiencies on the part of internet service providers or other system errors. You acknowledge that access to the Client Area may be limited or unavailable due to such system errors and that we reserve the right upon notice to suspend access to the Client Area for this reason.
- 8.1.2. **Delays:** Neither we nor any third-party software provider accepts any liability for any delays, inaccuracies, errors, or omissions in any data provided to you in connection with the Client Area, or our services.



- 8.1.3. **Viruses from/associated with the System:** We have no liability to you (whether in contract, tort, or otherwise, including negligence) in the event that any viruses, worms, software bombs, or similar items are introduced via the Client Area, the Website, or any software provided by us, so long as we have taken reasonable steps to prevent any such introduction.
- 8.1.4. **Unauthorized use:** We are not liable for any liability, or cost whatsoever arising from any unauthorized use of the Client Area, or our services. You continuously indemnify the Company against all Loss, liabilities, judgments, suits, actions, proceedings, claims, damages, and costs resulting from or arising out of any act or omission by any person using the Client Area by using your designated passwords, whether or not you authorized such use.
- 8.1.5. **Material Error:** We are not liable for any Material Error that may occur.
- 8.1.6. **Action under the Client Agreement:** We are not liable for any action we may take under these Terms and Conditions, so long as we act within the terms of its provisions and, in particular, any litigation is commenced involving both you and the Company that places the Company in an adversarial position, and in view of the subject matter of or any issues in dispute to that litigation we decide that we cannot continue to deal with you while the litigation is pending;
- 8.1.7. **Accuracy of Information.** While we have taken reasonable measures to ensure the accuracy of the information on our Website, or in our software, we do not, however, guarantee its accuracy and will not accept liability for any loss or damage that may arise directly or indirectly from the content.
- 8.1.8. We are not liable for anything which is beyond our control and the effect of which is beyond our control to avoid;

- 8.1.9. Unless we are prohibited from excluding such liability by law (for example, for losses relating to death or personal injury or caused by our fraud), we will not be liable for any direct, indirect, special, incidental, punitive, or consequential damages (including, without limitation, loss of business, failure to avoid a loss, loss of data, loss or corruption of data, loss of goodwill or reputation) caused by any act or omission of ours under these Terms and Conditions.

Indemnities

- 8.2. Subject to the Applicable Laws, you agree to continuously indemnify the Company and keep the Company indemnified on demand, in respect of all Losses (including consequential losses), taxes, expenses, damages, charges, receipts, demands, and expenses of any nature and on any Wallet and liabilities present, future, contingent or otherwise and including legal fees and administrative costs on a full indemnity basis which may be suffered or incurred or brought against the Company or in connection with or caused by:
- 8.2.1. your breach of these Terms and Conditions;
 - 8.2.2. the Company taking any action under the Client Agreement;
 - 8.2.3. any representation or warranty given by you is incorrect, misleading, or untrue;
 - 8.2.4. unless and to the extent only such is suffered or incurred as a result of our gross negligence or willful default.

Survival of Indemnity and Limitations

- 8.3. The indemnity and limitations survive the termination of these Terms and Conditions and/or any transaction under these Terms and Conditions.

9. WARRANTIES AND REPRESENTATIONS

Client's Warranties

- 9.1. You undertake, warrant, and represent to the Company with the intention that the following undertakings, warranties, and representations are repeated each time you provide instructions to us:
 - 9.1.1. legal disability: you are not under any legal disability and are not subject to any law which prevents you from entering these Terms and Conditions or any Products;
 - 9.1.2. corporate authorization: if you are a company, you are empowered by and have obtained all necessary corporate or other authorities under your constitution and at law;
 - 9.1.3. consents: you have obtained all necessary consents and have the authority to enter into these Terms and Conditions and any Products;
 - 9.1.4. compliance with laws and valid obligations: you are complying with all laws to which you are subject, and the obligations expressed to be assumed by you under these Terms and Conditions and any Product is your legal, valid, binding, and enforceable obligations;
 - 9.1.5. able to pay debts: you can pay your debts as and when they fall due and are not otherwise insolvent or presumed to be insolvent under any law;
 - 9.1.6. no liquidator etc.: no liquidator, provisional liquidator, receiver, receiver and manager, trustee, controller, official manager, administrator, or similar officer has been appointed to your affairs, and no application has been made for the appointment of any of these persons;



- 9.1.7. information accurate: at all times, the information provided by you to us, whether in the Application Form or otherwise, will be complete, accurate, and not misleading; and
- 9.1.8. transactions: you will not conduct any transactions;
- 9.1.9. funds: the Client funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;
- 9.1.10. that the Client is not a resident of the United States of America, and the European Economic Area or any other jurisdictions specified in clause 1.14.

10. CLIENT DATA

Personal Information

- 10.1. In the course of opening your Wallet and providing services to you under these Terms and Conditions, it will be necessary for the Company to obtain and hold personal information that we will obtain from you by data protection and anti-money laundering legislation. You agree that we can rely on, hold, and process personal information to perform our services and obligations under these Terms and Conditions and to improve those services.
- 10.2. If you do not provide the information requested by the Company or agree to our information handling practices detailed in these Terms and Conditions, we may not be able to provide our services to you.
- 10.3. You can find out more about how we process your personal data in our Privacy Policy.

Client Content

- 10.4. The Company reserves the right to remove, block, or correct content uploaded by you that violates these Terms upon its sole discretion and, without prior notice, restricts your access to the System.
- 10.5. You represent and warrant to the Company that the Client Content provided by you:
 - (i) belongs to you, or you otherwise have the right to grant the license set forth herein;
 - (ii) does not infringe the rights of any third party, including any intellectual property rights, rights of confidentiality or rights of privacy; (iii) does not imply any affiliation, endorsement, approval or cooperation on the part of the Company or any artist, group, label, entity or person without the express written consent of such person or entity; and (iv) comply with all applicable laws and these Terms. You agree to pay all royalties, fees, and any other monies due to any person or entity to any Client Content provided by you.
- 10.6. You agree not to transmit via the Website any Client Content that, in the reasonable opinion of the Company:
 - 10.6.1. is objectively offensive and promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual;
 - 10.6.2. investigates or promotes the persecution of another person;
 - 10.6.3. exploits people in a sexual or violent manner;
 - 10.6.4. contains nude, overly violent, or offensive, or contains a link to an adult website;
 - 10.6.5. constitutes information that creates or poses a threat to the privacy or security of any person;
 - 10.6.6. promotes information that you know is false or misleading or promotes illegal activity or conduct that is offensive, threatening, obscene, defamatory, or libelous;



- 10.6.7. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated device programs or links to them, providing information to circumvent the manufacturer's anti-copy protection devices, or providing pirated music or links to pirated music files;
- 10.6.8. promotes any criminal activity or enterprise, or provides for instructional information about illegal activities, including, but not limited to, the manufacture or purchase of illegal weapons, the violation of someone's privacy, or the provision or creation of device viruses;
- 10.6.9. asks for passwords or personally identifiable information for commercial or illegal purposes from other users;
- 10.6.10. includes any form of user tracking, commercial activity, and/or sales without the prior written consent of the Company, such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- 10.6.11. violates the rights of privacy, publicity, copyright, trademark rights, contractual rights, or any other rights of any person.
- 10.7. You grant the Company a non-exclusive and free license to process Client Content solely for the operation and maintenance of the service following the Terms and Conditions and for the organization of the services provision process.
- 10.8. By registering the Wallet, you consent to the Company using your name, image, and other pertinent information about you for marketing purposes. We guarantee that your personal information will be used following our Privacy Policy, which is designed to ensure the security of your personal information.
- 10.9. If you stop interacting with the Company, you acknowledge that the Company has the right to continue to use the Client Content and may continue to display the username along with the Client Content in accordance with the rights granted above.

10.10. If you request the deletion of personal information, (i) the Client Content will be anonymized by replacing the username with generic data, and (ii) the Company has the right to continue to use this anonymous content and data in accordance with the rights granted above.

11. NOTICES

Any notice or other communication given or made under or in connection with the matters contemplated by the Client Agreement will, except where oral communication is expressly provided for, be in writing and will be sent to the address below:

FBS Software Development Ltd.

Address: Antrea Araouzou, 2, STEFANO PLAZA, 1st floor, Office 101, Kato Polemidia, 4150, Limassol, Cyprus.

E-mail: support@fbsdevsolutions.com

You: The address provided by you for this purpose in the Application Form.

When notices are received

11.1. Any such notice will be deemed to have been received:

11.1.1. if delivered personally or by hand at the time of delivery;

11.1.2. if posted within three (3) Business Days of posting;

11.1.3. if oral, whether by telephone or face to face, when given;

11.1.4. if by leaving a message on a telephone answering machine or voicemail, when the message was left;

11.1.5. if sent by facsimile on completion of its transmission; and



- 11.1.6. if posted on or provided through the Website or if sent by electronic mail, on posting, providing, or sending.

12. AMENDMENT AND TERMINATION

Current version of the Client Agreement

- 12.1. You agree that the version of the Client Agreement published on our Website or otherwise notified to you at the time of entering into a contract governs that contract.

Amending these Terms and Conditions

- 12.2. The Company has the right to amend these Terms and Conditions and the Client Agreement. All changes shall be effective in accordance with the day of their publication on the Website. Unless it is impractical under the circumstances, we shall give the Client ten (10) business days' notice. By continuing to use the services after the changes have been published, the Client shall be deemed to accept and agree to the amendment. If the Client objects to the amendment, the Client must notify the Company within ten (10) business days from the relevant date of the publication on the Website. If the client does not accept the amendment, the Wallet shall be suspended, and the Client shall be required to close the Wallet as soon as reasonably practicable.
- 12.3. You understand that these Terms and Conditions cannot be modified by you via any verbal statements or written amendments without written acceptance or confirmation by us.

Termination

- 12.4. We may terminate these Terms and Conditions, the Client Agreement, and close your Wallet by giving you five (5) days' written notice. This right is in addition to any other right to terminate these Terms and Conditions or close your Wallet that we may have under these Terms and Conditions.
- 12.5. The Company may terminate these Terms and Conditions with immediate effect by notice in writing to the other party on the occurrence of any or all of the following events:
 - 12.5.1. You are persistently in default in the performance or observance of any obligation on its part arising under these Terms and Conditions.
 - 12.5.2. You do or say anything which may objectively be considered to be harmful to our reputation or interests or which may objectively be considered likely to lead any person to reduce their level of business with us.
 - 12.5.3. You are charged with any criminal offense which, in our reasonable opinion, will bring us, any of our clients, or our Associates into disrepute.
 - 12.5.4. You are in breach of the terms of the Client Agreement.
 - 12.5.5. Any of the representations or warranties given by you in these Terms and Conditions are, or become, untrue.
- 12.6. Nothing in this clause affects our other rights in these Terms and Conditions. Further, each indemnity provided by you in these Terms and Conditions survives termination.
- 12.7. On termination of the Client Agreement, without restricting any of our other rights in these Terms and Conditions, we may do one or more of the following:
 - 12.7.1. suspend or close your Wallet;
 - 12.7.2. make any appropriate corrections or adjustments to the Wallet;

- 12.7.3. settle any contract which has not at the time of termination settled;
- 12.7.4. do or refrain from doing anything which we consider appropriate in the circumstances;
and
- 12.7.5. suspend all transactions of deposits or withdrawals;
- 12.7.6. temporarily limit and/or restrict and/or ban any deposit payment methods available for the Client;
- 12.7.7. withhold any funds believed to have been derived from or related to any breach of the Client Agreement or any such activities;
- 12.7.8. exercise any of our other rights in these Terms and Conditions.
- 12.8. In case the Company becomes aware of the Client's death or incapability, the Company has the right to terminate the Client Agreement and to block the Wallet. The right to withdraw the remaining balance from the Wallet is granted only to the Client's heirs in accordance with applicable law and with documents issued by the competent authorities. The Client's heirs cannot access and use the Wallet.
- 12.9. The Company has the right to amend the Terms and Conditions and all the Legal Documents. All changes shall be effective in accordance with the day of their publication on the Website and shall apply to all open Transactions, after the effective date of the changes. Unless it is impractical under the circumstances, we shall give the Client ten (10) business days' notice. By continuing to use the services following such notification, the client shall be deemed to accept and agree to the amendment. If the Client objects to the amendment, the Client must notify the Company within ten (10) business days from the relevant date of the amendment notification. If the client does not accept the amendment, the Wallet shall be suspended, and the client shall be required to close the Wallet as soon as reasonably practicable.



- 12.10. The Client may terminate the Client Agreement with the Company by providing the Company with a 10 (ten) days' notice via an email to support@fbsdevsolutions.com. Any losses and/or expenses related to this termination shall be borne by the Client. Finally, the remaining balance shall be credited to the Client's bank Wallet, where the funds originally came from.
- 12.11. Any such termination shall not affect any obligation already incurred by either the Company or the Client in respect to these Terms and Conditions; any Transaction and deposit/ withdrawal operations.
- 12.12. The Client shall be liable to pay any amount that is due to the Company, any expenses that shall be incurred by the Company as a result of the termination of these Terms and Conditions, and any damage that has consequently arisen.
- 12.13. The Company shall immediately transfer to the Client any amount available in the Wallet less any outstanding amount that is due to the Company by the Client.

13. FORCE MAJEURE

Force Majeure Event

- 13.1. For these Terms and Conditions, a Force Majeure Event means any occurrence or non-occurrence as a direct or indirect result of which a party is prevented from or delayed in performing any of its obligations (other than a payment obligation) under these Terms and Conditions and that is beyond the reasonable control of that party, including forces of nature, industrial action and action or inaction by a government agency or body.
- 13.2. A Force Majeure Event includes, but is not limited to:

- 13.2.1. any act, omission, or event (including but not limited to any circumstance beyond our control, such as strike, riot, civil unrest, or failure of power supply, communications, or other infrastructure);
- 13.2.2. the imposition of conditions, limits, or special or unusual terms on the Company by our hedging counterparties;

Notice and Suspension of Obligations

- 13.3. If a party to these Terms and Conditions is affected, or likely to be affected, by a Force Majeure Event, that party must immediately give the other party prompt notice of that fact including:
 - 13.3.1. full particulars of the Force Majeure Event;
 - 13.3.2. an estimate of its likely duration;
 - 13.3.3. the obligations affected by it and the extent of its effect on those obligations; and
 - 13.3.4. the steps are taken to rectify it.
- 13.4. The obligations under these Terms and Conditions of the party giving the notice are suspended to the extent to which they are affected by the relevant Force Majeure Event as long as the Force Majeure Event continues.

Actions we may take

- 13.5. If we determine that a Force Majeure Event exists, then we may (without prejudice to any other rights under these Terms and Conditions and at our sole discretion) take any one or more of the following steps:
 - 13.5.1. amend or vary these Terms and Conditions and any transaction contemplated by these Terms and Conditions, as far as it is impractical or impossible for the Company to comply with our obligations to you;

- 13.6. To the extent practicable, we will take reasonable steps to notify you of any action that we propose to take under clause 15.5 before we take such action. If it is not practicable to give you prior notice, we will notify you at the time promptly after taking any such action.

14. DISPUTE RESOLUTION

Informing the Company about disputes

- 14.1. You should immediately notify the Company in writing at support@fbsdevsolutions.com of any dispute or disagreement in relation to these Terms and Conditions. We will investigate and endeavor to resolve any dispute or difference in accordance with our internal complaints handling system.
- 14.2. Server log-file is the main source of information while considering dispute situations. Information on the server log-file has absolute priority over other arguments while considering a dispute situation, including information at the client terminal log-file.

15. MISCELLANEOUS

Governing Law and Jurisdiction

- 15.1. The Client Agreement and each contract between the Company and you will be governed by and construed in accordance with the law of Cyprus.
- 15.2. You and we submit, for the benefit of the Company only, to the exclusive jurisdiction of the law of Cyprus. For the avoidance of doubt, this clause 17.2 will not prevent the Company from commencing proceedings in any other relevant jurisdiction.

Assignment and Delegation

- 15.3. The following provisions apply to assignment and delegation:

- 15.3.1. You may not assign or deal with any of your rights or delegate any of your obligations under these Terms and Conditions to any person without our prior written consent.
- 15.3.2. You may not charge or create any security interest over any or all of their rights under these Terms and Conditions, including any rights to deposits held by us.
- 15.3.3. We may assign or deal with our rights or delegate any of our obligations under these Terms and Conditions to any person on giving not less than seven (7) Business Days' notice to you, subject to obtaining regulatory approval where, and to the extent that such approval is required by law.
- 15.3.4. If you are in default of any of your obligations under these Terms and Conditions, we will be entitled (without prejudice to any other rights it may have) at any time thereafter to assign to any person with immediate effect all or any of our rights in respect of money owing to the Company under these Terms and Conditions, as well as any security or other remedies available to the Company in respect of such money. If any such assignment is made, you will, if so, be required by the Company and the assignee to acknowledge in writing that assignment or deal with the relevant monies owed by you.

Cumulative rights and remedies

- 15.4. The rights, powers, authorities, discretion, and remedies of a party under these Terms and Conditions are cumulative and not exclusive of any rights or remedies provided by law.

Rights of third parties

- 15.5. Nothing in these Terms and Conditions is intended to confer on any person other than the Company or you any right to enforce any term of these Terms and Conditions.

Illegality

- 15.6. If at any time any provision of these Terms and Conditions is or becomes illegal, invalid, or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity, or enforceability of the remaining provisions of these Terms and Conditions under the law of that jurisdiction nor the legality, validity, or enforceability of such provisions under the law of any other jurisdiction will be in any way affected.

Delay, Omission, and Waiver

- 15.7. The following provisions apply to any delay, omission, or waiver:
- 15.8. No delay or omission on our part in exercising any right, power, or remedy provided by law or under these Terms and Conditions, or partial or defective exercise thereof, will:
- 15.8.1. impair or prevent further or other exercises of such right, power, or remedy; or
 - 15.8.2. operate as a waiver of such right, power, or remedy.
- 15.9. No waiver of any breach of any term of these Terms and Conditions will (unless expressly agreed in writing by the waiving party) be construed as a waiver of a future breach of the same term or as authorizing a continuation of the particular breach.

Language

- 15.10. If these Terms and Conditions or the other documents are provided to you in any language other than English, then please note that it is for information only and that the governing language of these Terms and Conditions and any dispute arising hereunder is English. Where a foreign language version contradicts the English version of these Terms and Conditions, the English version will prevail.



15.11. The Client must provide the relevant documentation or information to substantiate the chargeback cycle or compliance case in the English language or with an accompanying translation in English. The Client accepts and understands that the official language of the Company is English

16. INTERPRETATION AND DEFINITION

Interpretation

The defined terms used in the Terms and Conditions are capitalized and set out in these Terms and Conditions.

If there is any conflict between the terms of these Terms and Conditions and any Applicable Law, the Applicable Law (to the extent it cannot be excluded or modified by these Terms and Conditions) will prevail.

In these Terms and Conditions, any reference to a person includes bodies corporate, unincorporated associations, partnerships, and individuals.

Headings and examples in these Terms and Conditions are for reference only and do not affect the construction of the Client Agreement.

In these Terms and Conditions, any reference to any enactment includes references to any statutory modification or re-enactment of such enactment or any regulation made under such enactment (or under such a modification or re-enactment).

Definitions

In these Terms and Conditions, the following terms and expressions have, unless the context otherwise requires, the following meanings:



AFFILIATE	of a person means any other person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Company. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract.
AML/CTF LAWS	means MONEY LAUNDERING AND TERRORISM (PREVENTION) ACT (Act No. 18 of 2008; S.I. 5 of 2009; Act No. 4 of 2013; Act No. 7 of 2014; Act No. 7 of 2016) and all regulations, rules, and instruments made under these Acts.
APPLICABLE LAWS	means all: (a) applicable provisions of laws and regulations, including all relevant rules of government agencies, exchanges, trade, and clearing associations, and self-regulatory organizations, that apply to the parties, the Client Agreement, and the transactions contemplated by the Client Agreement;
ASSOCIATE	means: (a) a person who is an officer, employee, agent, representative, or associate of a party; (b) a related body corporate of a party; and a person who is an officer, employee, agent, representative or associate of a related body corporate of a party.
BUSINESS DAY	means any day other than a Saturday, Sunday, or public holiday on which banks are open for business in Cyprus.
CLIENT AGREEMENT	means these Terms and Conditions, the Application Form, the Anti-Money Laundering Prevention Policy; the Data Protection and Privacy Policy, and any information on our Website, as amended, varied, or replaced from time to time, which together govern our relationship with you.



CONTENT ITEM	means each discrete creative work (for example, article, photograph, or video training materials) provided by the Company.
EXCHANGE RATE	means the exchange rate we may offer to you from time to time having regard to the applicable prevailing Interbank Rates and our markup, and which is available to you from the Company or on request.
INTELLECTUAL PROPERTY	means all intellectual property and other similar proprietary rights in any jurisdiction, whether owned or held for use under license, whether registered or unregistered, including such rights in and to: (i) trademarks, trade dress, service marks, certification marks, logos, and trade names, and the goodwill associated with the foregoing (collectively, "Trademarks"); (ii) patents and patent applications, and any and all divisions, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations, and extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration, design registrations or patents and like rights (collectively, "Patents"); inventions, invention disclosures, discoveries and improvements, whether or not patentable; (iii) writings and other works of authorship ("Copyrights"); (iv) trade secrets (including, those trade secrets defined in the Uniform Trade Secrets Act and under corresponding foreign statutory Law and common law), Information, business, technical and know-how information, business processes, non-public information, proprietary information and confidential information and rights to limit the use or disclosure thereof by any Person (collectively, "Trade Secrets"); (v) software, including data files, source code, object code, application programming interfaces, databases and other software-related specifications and documentation (collectively, "Software"); (vi) domain names and uniform resource locators; (vii) moral rights; (viii) privacy and publicity rights; (ix) any and all technical information, Software, specifications, drawings, records, documentation, works of authorship or other creative works, ideas, knowledge, invention disclosures or other data, not including works subject to Copyright, Patent or Trademark protection ("Technology"); (x) advertising and promotional materials, whether or not copyrightable; and (xi) claims, causes of action and defenses relating to the enforcement of any of the foregoing; in



each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing with or by any Governmental Authority in any jurisdiction.

INTERBANK RATE	means the wholesale rate quoted between banks and other liquidity providers;
KYC DOCUMENTS	means a set of documents which are required to establish the identity of the Client. More information in the Anti-Money Laundering Policy.
LOG-FILE	means the file that is created in the Wallet to record all the Client's requests and instructions with accuracy. Log-file is the main source of information when considering dispute situations. Information on the server log file has absolute priority over other arguments while considering a dispute situation, including information at the client terminal log file.
MONEY SERVICE BUSINESS (MSB) CUSTOMERS	means persons offering check cashing; foreign currency exchange services; or selling money orders, travelers' checks or pre-paid access (formerly stored value) products
POLITICALLY EXPOSED PERSON (PEPS)	<p>means (a) a foreign politically exposed person; (b) a domestic politically exposed person; or (c) a person who is, or has been, entrusted with a prominent function by an international organization. A foreign politically exposed person means a person who is, or has been, entrusted with a prominent public function by a country other than Cyprus. A domestic politically exposed person means a person who is, or has been, entrusted with a prominent public function by Cyprus.</p> <p>The following have or exercise prominent public functions in relation to a country (a) heads of state, heads of government, and senior politicians; (b) senior government or judicial officials; (c) high-ranking officers in the armed forces; (d) members of courts of auditors or of the boards of central banks; (e) ambassadors and chargés d'affaires; (f) senior executives of state-owned corporations; and (g) important political party officials.</p>
TERRITORY	means the territories specified in Schedule 1 of the AML Policy.