

Mosety Terms and Conditions

1. Mosety

- 1.1. Mosety is a brand of a Dubai International Financial Centre (DIFC) in the United Arab Emirates (UAE) company Payoma (DIFC) Limited, registration number 8405, Unit S504B, Level 5, Emirates Financial Towers, Dubai International Financial Centre, Dubai, United Arab Emirates, info@mosety.com, support@mosety.com, +971581938281.
- 1.2. Mosety is located in and doing business from the DIFC, the UAE.

2. Terms, Agreement and other documents

- 2.1. By registering for your account with Mosety you confirm and agree that
 - 2.1.1. you have read, understand, accept and shall comply with these Terms and the table of Charges and limits which collectively constitute the Agreement as a legally binding agreement between you and Mosety;
 - 2.1.2. you have read, understand, accept and shall comply with the cookies policy, the Privacy Policy, and any other document which we ask you to accept; these documents are applicable but are not part of the Agreement;
 - 2.1.3. you are at least eighteen years of age, and you have the legal capacity to enter into legally binding agreements under applicable laws in your country.
- 2.2. These Terms may change from time to time. Notice of the change will be published on the Website. If they do change you will have the right to inform us that you wish to redeem the funds from your account because of the proposed changes. No fee will be applied to the redemption if you decide that you don't want to accept the amended Terms.
- 2.3. If you don't respond to the notice of the proposed changes, or proceed in accordance with the revised Terms, we will interpret this action of yours as acceptance to the new Terms. Nonetheless, we will contact you to tell you that we have taken your inaction as acceptance.
- 2.4. The latest version of these Terms and the related documents is available at the Website.
- 2.5. Please make sure that you fully understand the contents of the Agreement. If you do not agree with any parts of the Agreement, you must notify us immediately and you may not use the Services nor continue with the process of application and registration.
- 2.6. The headings and sub-headings below are for reference purposes only and do not limit the scope of each section. In these Terms, unless the context requires a different interpretation:

- 2.6.1. the singular includes the plural and vice versa;
- 2.6.2. "including" is understood to mean "including without limitation"; and
- 2.6.3. reference to any statutory, agreement, term, condition or other provision includes any modification or amendment of it.

3. Glossary

- 3.1. In these Terms the following expressions shall have the following meanings:
 - 3.1.1. **Account** means an account containing one or more currency subaccounts. In this document when we refer to an Account it should be read as including all currency subaccount.
 - 3.1.2. **Agreement** means the agreement between you and Mosety on provision of the Services. The Agreement is constituted by these Terms and the table of Charges and limits.
 - 3.1.3. **Charges** mean the charges and fees applicable to your Account for your use of the Services.
 - 3.1.4. **Customer Support** means our customer support team.
 - 3.1.5. **KYC** means know your customer, the procedure that we must undertake to identify our customers and obtain certain information on them. This may include electronic checks against databases to verify the information that you provided. It may also include engaging third-party service providers to examine identification documents that you provide, conduct liveness checks, adverse media checks and other checks.
 - 3.1.6. **Mosety** means the company identified in Clause 0.
 - 3.1.7. **Personal Data** means any and all data that relates to an identifiable person who can be directly or indirectly identified as defined by the European Union General Data Protection Regulation (Regulation 2016/679).
 - 3.1.8. **Privacy Policy** means our privacy policy. The Privacy Policy is available on the Website.
 - 3.1.9. **Services** mean the services we provide to you or make available to you under the Agreement, including the services of providing you with the Account.
 - 3.1.10. **Terms** means these terms and conditions. The Terms are available on the Website.
 - 3.1.11. **Top up, Topping Up or Topped Up** mean transfer of funds to your Account in order to increase the balance of your Account.
 - 3.1.12. **Transaction** means any activity conducted on your Account that alters the balance of your Account.

- 3.1.13. **We, us, our or ourselves** mean Mosety or pertaining to us, and/or any other person to we may transfer or assign rights and/or obligations now or in the future or pertaining to that other person.
- 3.1.14. **Website** mean www.mosety.com and associated websites.
- 3.1.15. **You, your** mean you as our potential or actual customer, or pertaining to you.

4. Your Account

- 4.1. Your Account is issued by us. Upon the conclusion of the Agreement, you will be granted a limited license to use the Account. Your Account shall remain the property of Mosety at all times. The Account is not transferrable.
- 4.2. You may request a currency subaccount denominated in one of the supported currencies. See the list of the supported currencies on the Website or contact the Customer Support.
- 4.3. Your Account is issued to you for use by you only, and it should not be used by any other person. If we determine that your Account is being used by any person other than you, we may suspend, deactivate and/or close it. Your Account must only be used in accordance with the Agreement. Third parties are not permitted to register or otherwise acquire or operate an Account on your behalf.
- 4.4. We, at our sole discretion, may refuse to issue an Account where we have reasonable grounds to believe that doing so would facilitate a breach of the agreement or would not be conducive to the conduct of business in an orderly and/or compliant manner.
- 4.5. You will be responsible for all Transactions which you have authorised.
- 4.6. We will correct any error that we make in relation to your Account balance.
- 4.7. We will accept no liability and are not responsible for any loss arising if you do not have sufficient funds available to complete a Transaction.
- 4.8. You should not use your Account for any illegal Transactions. You should ensure that any Transactions are not infringing any domestic or local laws and regulations.
- 4.9. You are specifically prohibited from using the Account:
 - 4.9.1. For any illegal purpose including without limitation in a manner which is contrary to laws, statutes or regulations concerning money laundering, fraud, the financing of terrorism, unlawful gambling, criminal activity, financial services, privacy, data protection, consumer protection and/or any alternative payment method and/or card scheme rules.
 - 4.9.2. In a manner that may be considered as an abuse or circumvention of your relationships and applicable usage restrictions with the respective merchants or your bank.
- 4.10. Mosety is not a bank and does not act as a trustee, fiduciary or escrow holder in respect of your Account balance or the funds thereon. You acknowledge and agree that Mosety accounts are not

insured and that you are not eligible, to nor will Mosity, or its agents, pay you any interest on your balance on your Account.

- 4.11. In the unlikely event that Mosity becomes insolvent, there is a risk that you may lose the balance of your Account. However, we have taken all steps that we deem necessary, and in compliance with applicable legislation, to ensure that your Account balance or the equivalent value is held in such a manner that it is protected against claims from other creditors.

5. Using your Account

- 5.1. Your Account may be Topped Up in accordance with the rules and limits set out in the Agreement. There are limits on the amount and frequency with which you may increase the balance on your Account.
- 5.2. Your Account may be Topped Up by using your payment card, by adding funds from your bank, by receiving funds from other Mosity users, or by using such other means as are available from time to time. You may not Top Up your Account with a card that is not in your name.
- 5.3. If the funds received are in a different currency than your Account, the funds will be converted our usual currency conversion rate will be applied and any associated Charges will be applied. The remaining amount will be credited to your Account.
- 5.4. All Transactions involving currency conversion are converted applying the average daily interbank market exchange rate published by a third-party foreign currency data provider to which we add the currency exchange Charge.
- 5.5. If you make a Transaction in a currency other than the currency in which your Account is denominated, and subsequently receive a refund, the amount refunded may be more or less than the amount of the initial Transaction if there has been a change in the comparative exchange rates. The applied exchange rate will be displayed in the Transaction history
- 5.6. Consider the restrictions and limits on your Account and determine if it is necessary to apply for higher limits when engaging in Transactions.
- 5.7. You must ensure that the balance on your Account is sufficient to meet the value of any Transaction and the Charges that will be debited from your Account. Each time you carry out a debit Transaction and/or a chargeable Transaction, the balance on your Account will be reduced accordingly.
- 5.8. It is your responsibility to check your Account balance regularly. You can check your Account balance on the Website or by contacting the Customer Support.
- 5.9. You must not use, or attempt to use, your Account where the value of the proposed Transaction and the related Charges exceed the balance on your Account, or where your account has expired, been terminated or suspended. If, for any reason, a Transaction which is greater than your Account balance is processed, your Account balance will go negative. If your Account balance is negative, you must as soon as practicable but not later than within 14 days of being notified cure it by Topping Up your

Account to make its balance to become zero or positive. We reserve the right to take all steps necessary, including taking legal action, to recover the outstanding funds.

- 5.10. Some online merchants will not deduct payment from your Account balance until such time as the goods are dispatched. Please be conscious of any potentially outstanding Transactions of this nature when examining your Account balance and ensure that sufficient funds are available on your Account to satisfy the costs associated with any pending or future Transactions.
- 5.11. When you make a payment using your Account, the amount of the Transaction and applicable Charges will normally be deducted from your account balance immediately. In accepting the Terms you acknowledge that we are not obliged to carry out Transactions or debit your Account pursuant to particular Transactions in any particular order.
- 5.12. You may redeem the money you hold with us at any time at par value. There is no minimum threshold for redemption. Proportionate Changes may be applied.

6. Our obligations and applicable limits

- 6.1. We are firmly committed to meeting our obligations on combating money laundering and the financing of terrorism. We maintain and follow a strict KYC policy and apply additional validation checks as may be applicable from time to time. The policy and checks are affected by applicable anti money laundering and terrorist financing rules and regulations and as such may change from time to time and due to relevant circumstances. We will also take steps to validate the information that you provide to us. This may include comparing the information and documents that you provide to use with that available from commercially available resources and service providers. Information on limitations and required documentation will be provided to you. Furthermore, we may ask you, from time to time, to confirm elements or all of the information or for additional or different information. We may also ask for documentary evidence to validate the information that you have provided.
- 6.2. For compliance with laws and regulations related to money laundering, the financing of terrorism, international tax reporting and scheme rules, we have imposed certain thresholds and limits on certain activities. Some of these limits may be raised by providing additional documentation and/or information. These thresholds and limits are applied to the amount of funds that can be transferred to your Account, that can be spent, and that can be withdrawn. We may from time to time review these thresholds.
- 6.3. We will need to obtain your Personal Data such as evidence of your identity, address, source of funds, source of wealth or other required information. Your Account may be suspended and/or terminated if you do not provide the information that is required. We will never disclose your Personal Data to any third party unless it is legal to do so, we have informed you of this and have received your explicit consent, or it is required that we share the Personal Data with such third parties for the purposes of providing our Services to you.
- 6.4. Our right to Set-off:
 - 6.4.1. 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. You have no similar right of set-off. For the avoidance of doubt, this includes if one of the currency balances in your Account shows that you owe us an amount of funds for any reason or has a negative balance, we 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 money you receive into your Account, or money you attempt to withdraw or send from your Account.

- 6.4.2. On the happening of any event which entitles us to be compensated by you, if for whatever reason we are unable to exercise our right of set-off pursuant to Clause 6.4.1 above we may initiate a payment Transaction for the amount we are due to be compensated by you from your Account.
- 6.4.3. If the amount owed to us is in a currency which is different to the money you hold with us, we shall convert the amount you hold with us to the currency of the amount you owe us.

7. Transactions

- 7.1. Transactions executed out of an Account are classified as authorised where you authorize the Transaction by following whatever instructions are provided by the merchant and/or by submitting in or through our system as we direct.
- 7.2. Once you have authorised a Transaction you cannot recall that Transaction.
- 7.3. Statements illustrating Transactions and charges are available from the website as well as the application. These statements can be printed and retained by you.
- 7.4. When you use your Account to purchase goods and/or services, the Transaction will be subject to the terms and conditions of the retailer of such goods and/or services and/or their payment service provider. Additional charges may apply in respect of such purchases. We do not provide any warranties, representations, conditions or guarantees with respect to retailers' goods and/or services or such Transactions. You should carefully review the terms and conditions of any such retailer, payment service provider before making any purchase, making any Transaction or entering into any contract.

8. Charges

- 8.1. For the use of the Services you pay us the Charges. The applicable Charges are set out in the table of Charges and limits.
- 8.2. You are personally responsible for the payment of all applicable Charges. The Charges due will be deducted from your account and or from other funds we owe to you. By accepting these Terms, you specifically authorise us to make such deductions.
- 8.3. The Charges may be amended, revised or new Charges may be introduced from time to time.

- 8.4. If there are not sufficient funds in your Account to pay the Charges due you must pay us the Charges within 3 days of our notice to you. Failure to pay the Charges by the due dates will entitle us to exercise remedies, including but without limitation to, the right to apply interest at the maximum rate permitted by applicable law.
- 8.5. Changes to the reference interest rate or to the exchange rate shall apply immediately, without prior notice. The full amount of any Charges of this kind will be available to you on the payment page before particular Transaction is authorised by you. We are not responsible for any charges or fees that may be imposed by third parties and in this respect, no liability will be borne by us. We encourage you to familiarise yourself with any such charges or fees and determine whether you wish to proceed with the particular Transaction.

9. Account closing

- 9.1. If your Account has balance of less than €10 (or currency equivalent), we reserve the right to close the Account, notifying you accordingly, and charge a relevant Charge.
- 9.2. If your Account has not been used for a period of 365 days, we will begin to deduct an inactivity Charge from your Account balance. This Charge reflects the costs associated with maintaining inactive Account.
- 9.3. Termination of your Account for any reason means the immediate termination of any subaccounts associated with it.
- 9.4. Upon any termination of the Agreement for any reason, all provisions regarding indemnification, warranty, liability and limits, confidentiality and protection of proprietary rights and trade secrets, and any provisions which expressly or by their nature are required to survive such termination in order to achieve their purpose, will so survive until it shall no longer be necessary for them to survive to achieve their purpose.
- 9.5. Following termination of the Agreement for any reason, any Personal Data you have provided us for the purposes of providing you with our Services will remain in our database for a period of up to 5 years. More information about how we collect, use/process as well as where and for how long we store your personal data is available on our Privacy Policy.

10. Disputed Transactions, non-execution or defective execution

- 10.1. If you wish to raise a dispute in relation to any Transaction (except where you have reason to believe that your Account, or any of its elements have been compromised) we recommend that you contact the merchant initially, as this may lead to a quicker resolution of the matter.
- 10.2. If the matter cannot be resolved by communicating with the merchant, you must contact the Customer Support as soon as is possible (and in any event no later than 13 months from the date of the disputed Transaction).

- 10.3. For us to investigate a disputed Transaction, we may request you to provide additional information and a statement signed by you in relation to the matter within 10 days of our request.
- 10.4. We reserve the right to take whatever action we consider necessary against any party that we believe has made, or is making a fraudulent claim that an unauthorised Transaction has taken place, regardless of whether such a party has received a refund.
- 10.5. If we have reason to suspect fraudulent or negligent behaviour on your part, we will suspend a refund until the matter is properly investigated.
- 10.6. If our investigation yields the conclusion that the disputed Transaction was in fact duly authorised, and an immediate refund was initially made by us which you were not entitled, we will deduct the amount of the disputed Transaction from your Account, or seek from you, repayment of any amount refunded to you. We reserve the right to have recourse to all legal means to recover such funds.
- 10.7. We will not be liable for your failure to execute, or for the defective execution of a Transaction. We will, upon your request, make reasonable efforts to recover the funds involved in such Transaction and will notify you of the outcome of our efforts.

11. Security

- 11.1. Any person who enters the correct Account username and password, passes the authorisation procedure, and/or who provides us with the correct answers to security questions will be able to access your Account. We shall be entitled to treat any Transaction conducted by a person or persons entering or providing such information as you and we are not responsible for any loss or damage arising therefrom.
- 11.2. You must take all available reasonable steps to prevent the Account, Account password, from being lost, stolen, compromised and/or obtained by another person. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. You should treat your Account access details as if it is a cash wallet and should keep it safe. your Account access details are lost or stolen or compromised, you may lose some or all of the value on your Account, in the same way as you would lose a wallet or purse that contained cash. We will never ask you for this information and you must never make this information available to any person.
- 11.3. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.
- 11.4. We may ask you to help us, our agents, the police, or other law enforcement agencies, if your Account access details are stolen or compromised and/or we (or another competent agency) suspect that there has been fraud or misuse.
- 11.5. You must not allow or permit anyone else to use your Account.

- 11.6. If you believe that your Account password has been compromised or obtained by another person you must immediately change your password and notify the Customer Support as soon as possible. If you do not inform the Customer Support promptly, you may be liable for losses that may arise.
- 11.7. If any change to your personal information and/or contact information including; mobile telephone number, postal address, and/or e-mail address is required, you must contact the Customer Support immediately. You can change certain details on the Website. For compliance and security reasons, it may not be possible to update some information via the Website. You may be required to provide documentary evidence to support the change e.g. we may request new documents evidencing a change of address. We do not accept responsibility for losses or injury arising from inaccurate or incorrect information supplied by you. We reserve the right to terminate your Account if the details provided by you are untruthful and/or inaccurate or if you fail to inform us of a material change.
- 11.8. If we suspect there may be a threat to the security of your Account, or that a fraud is being perpetrated on the Account, we suspend, restrict or cancel the Account and/or refuse to replace the Account. We will make reasonable efforts to inform you before taking this action. You may request that the suspension be lifted by contacting the Customer Support.
- 11.9. There is no obligation upon us to prevent and/or detect fraud, however we make use of every available means and offer so as to keep your Personal Data protected when providing our Services to you.
- 11.10. Unfortunately, we cannot guarantee that you will always be able to use your Account, and we do not accept any liability for any loss or injury arising from such circumstance.
- 11.11. Consider that certain devices (computers, tablets etc.) and/or internet browsers have ability to store and/or save certain information related to your activity. This functionality is often referred to as 'cookies'. We recommend that you read all about the use of cookies on our website on our Privacy Policy.

12. Our liability

- 12.1. Subject always to the disputed Transactions provisions (Clause 10), we will not be liable to you for any direct or indirect loss or damage (other than that which cannot be excluded by law) you may suffer as a result of your use or inability to use your account and/or the usage information we provide in relation thereto, or any loss or damage you suffer as a result of a third party using your account. We do not bear any responsibility for errors committed by merchants. We will not be obliged to enter into any dispute arising between you and a merchant or bank and, moreover, a dispute with a merchant or bank does not release you from complying with regulations governing the use of your Account and these Terms.
- 12.2. We will not be liable to you for any loss or damage that arises from matters beyond our reasonable control, or from any of your instructions not being sufficiently clear, your Transaction not being successfully completed, any failure by you to provide correct information or us taking any action required by any government, or EU, national or regional law, or regulation or court order. We will not be liable hereunder for any direct or indirect damage in any circumstances.

- 12.3. By entering into the Agreement you acknowledge and agree that we will have no liability, either directly or indirectly, in relation to any decision, action or omission of a network or telecommunications providers, card scheme, card processor, acquiring bank or alternative payment method provider or regulatory authority including without limitation where the funds held with such entities become unavailable due to government actions, such entities becoming bankrupt or insolvent and otherwise, save if and to the extent that such decision, action or omission is made as a direct result of our breach of the Agreement.
- 12.4. We cannot guarantee that we will authorise any particular Transaction. We will not be liable for any direct or indirect loss or damage you may suffer in the event that we cancel or suspend your Account in accordance with the Terms. We will not be liable if we are unable to perform our obligations under the Agreement due to (directly or indirectly) the failure of any machine, data processing, system or transmission link or to industrial dispute, altered or new legislation or license requirements or any other matter which is outside our control or the control of our agents or contractors.
- 12.5. Without prejudice to the above, we will not be liable for any indirect, special, incidental, or consequential damages of any kind.
- 12.6. Without prejudice to the above, any liability we may have to you under the Agreement, will not exceed aggregately and for the duration of the Agreement, the amount of the Charges paid by you to us in 12 months prior to the liability arising.
- 12.7. The above exclusions and limitations will apply to any liability of our suppliers, contractors, agents or distributors and any of their respective affiliates to you which may arise in connection with these Terms. Nothing in these Terms will limit our liability for you for death or personal injury arising out of our negligence or fraudulent misrepresentation or misstatement or insofar as any limitation or exclusion of liability in these Terms is prohibited by law.

13. Restricted activities

- 13.1. In connection with your use of our website, your Account, or the Services, or in the course of your interactions with Mosety, you will not:
 - 13.1.1. breach the Agreement (including, without limitation, opening multiple Accounts);
 - 13.1.2. breach the document that these Terms identify as compliant which are not part of the Agreement (Privacy Policy etc.) or breach any other agreement that you have entered into with Mosety;
 - 13.1.3. breach any law, statute, contract, or regulation (including, without limitation, those governing financial services including anti-money laundering, consumer protections, unfair competition, anti-discrimination and false advertising);
 - 13.1.4. infringe Mosety's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;

- 13.1.5. act in a manner that is obscene, defamatory, libellous, unlawfully threatening or unlawfully harassing;
- 13.1.6. provide false, inaccurate or misleading Information;
- 13.1.7. fail to provide us with further information about you or your business activities that we may reasonably request;
- 13.1.8. send or receive what we reasonably believe to be potentially fraudulent or unauthorised funds;
- 13.1.9. refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- 13.1.10. attempt to “double dip” or undertake any action which could amount to unjust enrichment during the course of a dispute by receiving or attempting to receive funds from both Mosety and the seller, bank, or credit card company for the same Transaction;
- 13.1.11. use an anonymous proxy;
- 13.1.12. control an Account that is linked to another Account that has engaged in any of these restricted activities;
- 13.1.13. deliberately conduct your business or use the Services in a manner that results in or may result in complaints, disputes, claims, reversals, chargebacks, fees, fines, penalties and other liability to us or a third party;
- 13.1.14. cause us to receive a disproportionate number of claims that have been closed in favour of the claimant regarding your Account or business;
- 13.1.15. have a credit score from a credit reporting agency that indicates a high level of risk associated with your use of the Services;
- 13.1.16. use your Account or the Services in a manner that we or our payment service providers reasonably believe to be an abuse of the bank’s reversal process, credit card system or a violation of card association rules;
- 13.1.17. undertake activity that does or may present to us a credit or fraud risk, a sudden increase in exposure, or a significant or otherwise detrimental level of exposure (as we reasonably believe based on the information available to us);
- 13.1.18. disclose or distribute another user’s Information to a third party, or use the Information for marketing purposes unless you receive that user’s express consent to do so;
- 13.1.19. send unsolicited email to a user or use the Services to collect payments for sending, or assisting in sending, unsolicited email to third parties;
- 13.1.20. take any action that imposes an unreasonable or disproportionately large load on our infrastructure;

- 13.1.21. 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;
- 13.1.22. use any robot, spider, other automatic device, or manual process to monitor or copy the Website without our prior written permission;
- 13.1.23. use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere, with the Website or the Services;
- 13.1.24. copy, reproduce, communicate to any third party, alter, modify, create derivative works, publicly display or frame any content from the Website without our written consent;
- 13.1.25. take any action that may cause us to lose any of the services from our internet service providers, payment processors, or other suppliers;
- 13.1.26. use the Service to test payment card behaviours;
- 13.1.27. reveal your Account password to anyone else, nor use anyone else's password; we are not responsible for losses incurred by you including, without limitation, the use of your Account by any person other than you, arising as the result of misuse of passwords;
- 13.1.28. do, or omit to do, or attempt to do, any other act or thing which may interfere with the proper operation of the Service or otherwise than in accordance with the terms of the Agreement;
- 13.1.29. use the Account in any way other than the purpose you have declared to us;
- 13.1.30. allow your use of the Service to present to us a risk of non-compliance with our or our licensors' anti-money laundering, counter terrorist financing and similar regulatory obligations (including, without limitation, where we cannot verify your identity or you fail to complete the steps to lift your sending, receiving or withdrawal limit in accordance with our policy or where you expose us to the risk of any regulatory fines for processing your Transactions);
- 13.1.31. integrate or use any of the Services without fully complying with all mandatory requirements communicated to you by way of any integration or programmers' guide or other documentation issued by us from time to time;
- 13.1.32. use the 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, money laundering, the funding of terrorist organizations, the unlawful purchase or sale of tobacco, firearms, prescription drugs, other controlled substances or other products prohibited by law;
- 13.1.33. use the 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;
- 13.1.34. create more than one Account without our prior written consent;

- 13.1.35. use the Services to trade FX for speculative purposes or for FX arbitrage;
 - 13.1.36. instruct us to send or receive what we reasonably believe to be potentially fraudulent funds on your behalf; or
 - 13.1.37. attempt to intentionally or knowingly receive or attempt to receive funds from both us and a merchant for the same Transaction.
- 13.2. Please act reasonably and responsibly when using your Account and our Website. For example, Account must not be used (directly or indirectly) as follows:
- 13.2.1. for illegal purposes (for example, committing fraud);
 - 13.2.2. in a way that we reasonably believe might harm our ability to provide the Services;
 - 13.2.3. only to send money to and receive money from a credit card account;
 - 13.2.4. for Transactions to receive cash other than making a withdrawal from an ATM or POS;
 - 13.2.5. to control or use an Account that's not yours;
 - 13.2.6. to allow anyone else to have access to or use your Account.
- 13.3. It is your responsibility to ensure that you do not use the Services for Transactions that may be considered illegal in your jurisdiction.
- 13.4. You must only use your Account for personal purposes and not as a means to trade or run a business unless, in certain circumstances as determined by us, we give our prior written consent for you to do so.
- 13.5. It is strictly forbidden to send or receive payments as consideration for the sale or supply of:
- 13.5.1. tobacco products;
 - 13.5.2. prescription drugs;
 - 13.5.3. drugs and drug paraphernalia;
 - 13.5.4. weapons (including without limitation, knives, guns, firearms or ammunition);
 - 13.5.5. satellite and cable TV descramblers;
 - 13.5.6. pornography, adult material, material which incites violence, hatred, racism or which is considered obscene;
 - 13.5.7. government IDs and licences including replicas and novelty items and any counterfeit products;
 - 13.5.8. unlicensed or illegal lotteries or gambling services (including without limitation the use of or participation in illegal gambling houses);

- 13.5.9. unregistered charity services;
- 13.5.10. items which encourage or facilitate illegal activities;
- 13.5.11. third party processing or payment aggregation products or services;
- 13.5.12. multi-level marketing, pyramid selling or Ponzi schemes, matrix programs or other “get rich quick” schemes or high yield investment programs;
- 13.5.13. goods or services that infringe the intellectual property rights of a third party;
- 13.5.14. un-coded/miscoded gaming;
- 13.5.15. timeshares or property reservation payments.
- 13.6. We reserve the right, in our sole discretion, to add categories of prohibited Transactions set out in this Clause 13 by adding such categories either to these Terms.
- 13.7. We may suspend or terminate your Account at any time or refuse to execute or reverse a Transaction if we believe that you directly or indirectly use or have used your Account for or in connection with any prohibited Transactions.
- 13.8. You may not use the Services if you are residing in any of the blocked countries where we do not operate. We reserve the right to suspend or terminate your Account at any time if we reasonably believe to be required to do so by law or in order to comply with recommendations issued by a relevant government authority or recognised body for the prevention of financial crime.
- 13.9. It is strictly forbidden to use your Account for any illegal purposes including but not limited to fraud, money laundering or terrorist financing. In case of any suspicion for such activity we will report this suspicious activity to the relevant law enforcement agency. You are prohibited from using your Account in an attempt to abuse, exploit or circumvent the usage restrictions imposed by a merchant on the services it provides.
- 13.10. If you conduct or attempt to conduct any transaction in violation of the prohibitions contained in this Clause 13, we reserve the right to:
 - 13.10.1. reverse the Transaction; and/or
 - 13.10.2. close or suspend your Account; and/or
 - 13.10.3. report the Transaction to the relevant law enforcement agency; and/or
 - 13.10.4. claim damages from you; and
 - 13.10.5. charge you an administration Charge.
- 13.11. You will bear all losses related to violation of the prohibitions contained in this Clause 13.
- 13.12. You agree that engaging in the above restricted activities diminishes your or other our users’ safe access and use of the Services generally.

14. Legal Disclaimer

- 14.1. You acknowledge that any use of the Account and the Services is at your sole risk. The Account and the Services are provided on an “as is” and “as available” basis. To the maximum extent allowed by applicable law, we expressly disclaim any and all warranties of any kind, whether express, statutory or implied by law, custom or otherwise, including without limitation any warranty of availability, merchantability, satisfactory quality, non-infringement and/or fitness for a particular purpose. We make no warranty regarding any goods or services purchased or obtained through the Account or any Transactions entered into with the Account. We make no warranties or representations about the accuracy or completeness of the Website and the Services or that the Website, Account, and the Services will be uninterrupted, timely, secure, or error free or that defects in the operation or functionality will be corrected.
- 14.2. We may at any time, and from time to time, where due to technical, security, maintenance, administration or other reasons temporarily suspend use of an Account and the Services for such period as we may require without incurring any liability to you. To the extent permitted by law, we shall not, under any circumstances, be liable to you for any loss or damage, whether direct or indirect or for consequential loss or any inconvenience, arising in respect of any failure to provide an Account or use of the Services to you.
- 14.3. You acknowledge the electronic nature of the Account and the Services, and the inherent risk that communications by electronic means may not reach their intended destination or may do so much later than intended for reasons outside of our control. The provision of the Services will at all times be subject to our respective agreements with the acquiring banks, alternative payment method providers, card schemes, any other relevant payment provider or other third party and the performance and availability of such entities. We accept no responsibility for service levels provided by the aforementioned.

15. Intellectual property

- 15.1. You hereby acknowledge and agree that all information, content, graphics, text, sounds, images, buttons, trademarks, trade names, logos and other materials contained on the Website, or used in connection with the Account and the Services and included intellectual property are exclusively owned by us and are protected by copyright and other intellectual property laws.
- 15.2. Other marks, graphics, icons, names and logos used or displayed on or through the Website and the Services are trademarks, trade dress and/or service marks of us or otherwise are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.
- 15.3. You are granted a limited license solely for your own personal non-commercial use to refer to, bookmark or point to any page within the Website and, to download the materials contained on the Website and to print a hard copy of the materials for your own personal reference, provided however that all copyright, trademark and other proprietary notices are left intact. Any other use of the materials in the Website and the Services without the prior written permission by us is strictly prohibited and is in violation of our proprietary rights.

16. Your liability to us

- 16.1. By agreeing to these Terms, you confirm that you are personally liable for the use of your Account and the Services.
- 16.2. To the extent permitted by law, you will be liable to us for and agree to indemnify us and hold us harmless, upon demand, from and against any and all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings we directly or indirectly incur or which are brought against us to the extent directly or indirectly arising out of or in consequence of or in connection with your fraudulent behaviour, negligence, misuse of your Account or the Services, breach or failure to comply with the provisions of the Agreement and any third party claim resulting from or in relation to you including the costs of any legal action taken to enforce the Agreement.
- 16.3. We shall not be bound to recognise the interest or claim of any person other than you as the Account holder in respect of the Account balance, nor shall we be liable in any way for failing to recognise such interest or claim (except as required by law).
- 16.4. No claim by you against a third party may be the subject of a defence or counterclaim against us.
- 16.5. Maximum effect. The laws of certain countries and jurisdictions may not allow some or all of the above disclaimers, exclusions, or limitations and they may not apply to you in which case only the limitation which are lawful in your country or jurisdiction will apply to you and our liability is limited to the extent permitted by law.
- 16.6. Limitation of Actions. To the extent permitted by applicable law, any claims arising by you out of the Agreement must be brought within twelve (12) months after you learned and otherwise must be brought within the time limit specified under the relevant law.
- 16.7. Merchants and other third parties. We are not responsible and we disclaim any and all liability for the performance or behaviour of third parties, including but not limited to other account users and merchants. This also means that we are not responsible for the content or privacy practices of merchant(s) sites, nor to the merchants' products and services, marketing efforts and publications, refund policies, supply and delivery practices, complaints and dispute policies, fees and charges, compliance with applicable laws etc.

17. Data protection

- 17.1. All Personal Data that we may use will be collected, processed, and held in accordance with the applicable law on data protection.
- 17.2. For complete details on our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for us using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to epy Privacy Policy document.

18. Changes to the Agreement

- 18.1. We may find it necessary to change the Agreement from time to time and we will notify you of any changes by sending an e-mail to the e-mail address registered with your Account and/or by posting notice of the changes on our Website with a link to the amended Agreement. We will provide at least 2-month notice before the proposed changes come into effect.
- 18.2. Changes to the exchange rates shall come into effect immediately without notice.
- 18.3. You will be deemed to have accepted any changes made to the Agreement unless you notify us to the contrary before they come into force. Should you disagree with the proposed changes, you have the right to terminate and close your Account immediately without charge before the proposed date of their entry into force. A notice from you that you do not agree to the changes will constitute notice that you wish to terminate the Agreement, your Account will be immediately closed upon receipt of your termination notice. Your Account will be closed and any funds in your Account will be returned to you using such method as notified by you (subject to the normal applicable Charges).

19. Communication between us

- 19.1. Contacting you. We may send communications and notices to you at the e-mail address, or through other communication means that you provide us with. You are responsible for informing us of any changes to your contact details and for checking for communications regularly. We will not be liable for any loss arising out of your failure to do so. Any communication or notice sent by e-mail will be considered to be “in writing” and shall be deemed to be received by you upon the communication being dispatched by us. If the communication is sent by mail, shall be deemed to have been received on the next business day. We reserve the right, but assume no obligation, to provide communications in paper format.
- 19.2. Contacting us. You may contact us at any time by contacting the Customer Support by using the contact details set here below or as published on the website.
- 19.3. If you have any queries, you are dissatisfied with the standard of service, you think we have made a mistake in operating the account or you require further information please contact the Customer Support.
- 19.4. Customer Support e-mail: support@mosety.com.