General Terms & Conditions

Introduction

Payment services are provided by PUSH2PAY CORP., a company incorporated in Canada (company registration number 1000704799) with its registered office address at 300 Supertest Rd, 1, North York, Ontario, Canada, M3J2M2 (hereinafter referred to in these Terms as "Push2Pay"). PUSH2PAY CORP. is a regulated entity registered with the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) as a Money Service Business with registration number M24090452.

WHITE STONES MANAGEMENT LTD, registered under the number HE 428792 in accordance with the legislation of Cyprus republic, with the address: Andrea Paraskeva, 44, Strovolos, 2024, Nicosia, Cyprus (hereinafter referred to as "Etrionis"). Whilst Push2Pay shall be the issuer of your Account and provider of the payment services, Etrionis shall be the agent and the partner platform of Push2Pay, Etrionis operates the website https://etrionis.com/.

By applying for and using the Services, you confirm agreement with these Terms and Conditions, together with the Terms and Conditions of Push2Pay (apart from section 8. Fees and Charges) that can be viewed here, and therefore you agree to comply with same accordingly. If you do not agree with these Terms and Conditions, you must not use our website and Services.

1. DEFINITIONS AND INTERPRETATIONS

1.1. In the present Terms and Conditions, the following terms shall, unless the context otherwise requires, have the following meanings, and may be used in the singular or plural as appropriate:

- Account shall mean Customer's virtual account opened in accordance with these Terms and Conditions;
- Base currency shall be the reference currency chosen by the Customer before opening a particular Wallet in the Account;
- Etrionis (also "we", "our", "us") is WHITE STONES MANAGEMENT LTD, registered under the number HE 428792 in accordance with the legislation of Cyprus republic, with the address: Andrea Paraskeva, 44, Strovolos, 2024, Nicosia, Cyprus.
- Business day shall mean a day when Etrionis is for servicing its Customers and is any day, except national holidays and days of rest in Cyprus, as well as Etrionis's non-business days previously announced to the Customer;
- Business relationships shall mean relations between Etrionis and Customer during the time of providing of Services in accordance with these Terms and Conditions;
- Card shall mean a payment card branded as, but not limited to, Visa, Visa Electron, MasterCard or Maestro, Unionpay that shall be used as a means of payment when conducting the Transaction;
- Communication shall mean any instructions, orders, documents, logs, transactions and any other information intended to be addressed to a Party by the other Party and is described under the "Relationships and Communications between Etrionis and Customer" section;
- Conditions shall mean the present Terms and Conditions of Etrionis and annexes if any, related to the Services, the use and access of the E-Wallet System and any other website and/or interface provided by Etrionis in the current edition of which is published on Etrionis website;

- Customer shall mean the Account-holder or an applicant for Account opening, i.e. a natural person or a legal entity which has or wishes to establish Business relationships with Etrionis;
- Deposit shall mean the crediting of Funds to the Customer's Account by using one of the designated Deposit options available;
- E-Wallet System shall refer to the software/hardware complex, which includes a funds transfer system with formal and standardized arrangements and common rules for the processing, clearing and/or settlement of payment transactions, accessible through the website or/and mobile application of Etrionis, including all programs and access points enabling the Customer to perform access to the Services, such as the E-Wallet System, etc;
- Fees shall mean any fees, rates and charges levied by Etrionis for the provision of Services and which may be amended by Etrionis from time to time in accordance with these Conditions. Fees are applicable to the Customer and are an integral part of these Conditions. In case in relation to the Customer some special Fees and additional agreements, it should prevail over these Conditions and general Fees in the frame and in relation to certain services, provided in accordance with these Terms and Conditions;
- Funds shall mean electronic money owned by the Customer and recorded as a balance in the Customer's Wallet;
- Login authorization data shall include all authorization/verification information that is provided to the Customer by Etrionis for identification and login into the Account purposes, such as unique account number, password, login code and any verification messages, sent via email or mobile phone;
- Services shall mean any services, subject to the Conditions, provided by or through Etrionis, including without limitation Account maintenance, execution of payment transactions via mobile application or designated website of Etrionis and any and all products available to the Customer and at the Conditions set forth at any time on Etrionis website and/or the E-Wallet System;
- Transaction shall mean an act, initiated by the Customer of receiving to, or transferring or withdrawing funds from the Account, and in any case less any applicable Fees;
- Wallet (also E-Wallet) shall mean a sub-account opened in the Customer's Account in the Base currency chosen by the Customer;
- Withdrawal shall mean Funds transferring from the Customer's account via selected by the Customer method in the withdrawal section of the Account;
- "you", "your" shall mean the Account owner, also referred to as a Customer.

1.2. Conditions defined herein shall have the same meaning in any other documents related to the opening of the Customer's and or Customer's Account and deemed to be part of these Conditions, except if otherwise specified in the relevant document.

1.3. References to persons shall include individuals, corporate bodies, unincorporated associations, partnerships and any other entities. Words denoting gender shall include all other genders. References to a Section or Sections shall be deemed references to the respective section(s) of these Conditions. Headings and notes herein are for reference only and shall not affect the construction and interpretation of the Conditions.

2. SCOPE OF THE CONDITIONS

2.1. The Customer acknowledges that:

2.1.1. Etrionis is not a credit institution (bank) and Customer's Account is not a bank account;

2.1.2. Etrionis does not act as the trustee, fiduciary or escrow holder in respect of Funds on the Customer Account;

2.1.3. Funds held in the Customer's Account will not earn any interest and no interest can be paid on any balances in Customer's Account.

2.2. Etrionis provides access to the E-Wallet System to authorised Customers only and enables them to deposit and keep the Funds in their Account, make payments to other Customers or third parties.

2.3. Specific conditions may be published on the Etrionis website and the E-Wallet System, as amended from time to time (e.g. Privacy Policy, Complaints Procedure, Non-serviced countries, List of Restricted Activities, etc.). Hence, the Customer expressly undertakes to consult and review regularly Etrionis website and the E-Wallet System to be timely informed about any changes in respect of other conditions and the Services in particular.

2.4. Collection and processing of Customer data and further subsequent transfer of this data to Push2Pay is carried out by WHITE STONES MANAGEMENT LTD, registered under the number HE 428792 in accordance with the legislation of Cyprus republic, with the address: Andrea Paraskeva, 44, Strovolos, 2024, Nicosia, Cyprus. Privacy Policy available on Etrionis website specifies the collection, use and disclosure of personal information in course of the use of the Services.

3. RELATIONSHIPS AND COMMUNICATIONS BETWEEN ETRIONIS AND CUSTOMER

3.1. Etrionis provides the Services only to authorized Customers that have been duly authorized after verification and due diligence procedures. The Customer agrees that Etrionis may be providing all information to Push2Pay who will check and verify the identity of the Customer, its directors, beneficial owners and authorised users as required by law.

3.2. As an authorization precondition the Customer must accept these Conditions and any specific conditions published from time to time on the Etrionis website.

3.3. During the acceptance and authorization process Etrionis has a right to request information and the Customer is obliged to provide such information to Etrionis, including, but not limited to, identification of the Customer within 3 (Three) Business Days. Customer may further be requested any information that is necessary in accordance with anti-money laundering/ counter terrorism financing, and sanctions laws and regulations and internal policies of Etrionis and/or Push2Pay, and Customer understands, acknowledges and accepts the requirement to provide Etrionis with any requested information within 3 (Three) Business Days, otherwise, Customer's Account may be suspended and/or closed, in accordance with these Conditions.

3.4. Etrionis is under no obligation to accept and/or authorize any Customer. Etrionis, upon its full discretion, shall determine the scope of information which may be requested from the Customer and decide on which terms and conditions the Customer is accepted and authorized.

3.5. It is the obligation of the Customer to provide (and Etrionis has the right to request accordingly from time to time) up-to-date information on all Customers and Etrionis, therefore, has the right to request any additional information from time to time which the Customer shall be obliged to provide. If the information is not provided, Etrionis reserves the right to unilaterally terminate the relationship with the Customer with immediate effect.

3.6. The Customer shall immediately (within 3 (Three) Business Days) notify Etrionis in case of any changes in circumstances or facts to any information and/or documents provided during the Customer's authorization procedure.

3.7. Once the Customer is accepted and authorized, the Customer will be provided with the Account. The Account is personal and only the Customer has a right to access and use the Services within it and only in the frame of stated and declared activity and purposes in the application for the Account (in case planned activity and purpose changed — a new application for the Account shall be submitted). The Customer shall take all the measures necessary to protect the Login authorisation data (such as password, Login Code user ID and any other strictly personal security features) of the Account and only use the Account in accordance with these Conditions.

3.8. Each Customer is only allowed to have one approved Account. All additional information, applications or documents submitted at any time will be attached to the only approved Account of the Customer. In case more than one Account was opened for the Customer, the Customer expressly instructs and authorises Etrionis to close one of the Accounts at its full discretion and transfer all the funds to the other Account so as to keep only one Account at any time.

3.9. The Customer is not allowed (and shall not attempt to) tamper, hack, modify or otherwise corrupt the security or functionality of the E-Wallet System. In case Etrionis suspects that any of these activities are taking place on the Customer's Account, Etrionis reserves the right to immediately freeze the Account and all transactions on it until these suspicions are either confirmed or discredited.

3.10. All information may be received in English only and English shall be the language used for purposes of these Conditions and for further communication between the Customer and Etrionis.

3.11. The Customer and Etrionis are entitled to use means of communication, such as telephone, email, mobile communication application, and other similar technological solutions for Communications purposes either provided by Etrionis or not. By sending and receiving Communications to and from Etrionis through any of these communication means, the Customer acknowledges and agrees that he may be exposed to inherent risks such as, without limitation, the failure of hardware, software and communications infrastructure (including the Internet). The content of Communications may be altered, not reach their intended recipient or do so much later than intended due to reasons outside the control of the parties, or maybe duplicated, disseminated or intercepted by unauthorized parties, and/or reach other than the intended recipients. Telecommunication operators may restrict certain services and/or not accept or restrict the transfer of certain data. As a result of any system unavailability, failure or other disruption, orders may either be not executed according to the Customer's instructions or not be executed at all or may not be placed or amended. Errors, disruptions, unavailability of the means of communication or delays in the transmission may affect transactions accordingly. The Customer acknowledges all risks described above and all similar risks ("Telecommunications Risks") and agrees to use the means of telecommunication at his own risk and of his own volition, assuming full responsibility. The Customer confirms that he understands and assumes the risks inherent to the use of the E-Wallet System, programming tools and other electronic communication tools.

3.12. The Customer discharges Etrionis from any liability in contract or in tort, with regards to any disruption of Communications arising from the materialization of Telecommunications Risks and other risks and circumstances envisaged in section 3.11 above. Etrionis shall not be liable for any direct, indirect, incidental or implied consequences for the Customer or any third party attributable to Telecommunications Risks. Etrionis does not warrant that it will

be able to maintain a continuous, uninterrupted link with the Internet, and may not be held liable therefore.

3.13. Etrionis reserves the right and may record and/or protocol telephone conversations, Internet exchanges (including chats during the registration process), emails and meetings between the Customer and Etrionis at its discretion, and use such recordings or transcripts of such recordings as evidence vis-à-vis any party (including but not limited to regulatory authorities and courts of law) to whom Etrionis deems it desirable or necessary to disclose such information in the course of any dispute or anticipated dispute involving Etrionis and/or the Customer. The Customer may nonetheless not rely on the availability of such recordings.

3.14. The Customer agrees that Etrionis may provide notice or other information to the Customer by posting it on the Etrionis's website, including the posting of information which is only accessed by the Customer by logging into the Customer Account, emailing it to the verified email address registered with Customers Account, calling Customer by phone, or sending an SMS message. The Customer must have internet access and an email account to receive communications and information relating to the Services. Above mentioned access is completely under the merchant's own responsibility.

3.15. With the exception of amendments to these Conditions in clause 3.13 above-mentioned notice shall be considered to be received by the Customer within 24 (twenty-four) hours of the time it is posted to Etrionis's website or emailed to the Customer. If the notice is sent by mail, Etrionis will consider it to have been received by the Customer 3 (Three) Business Days after it is sent.

3.16. The Customer may request a copy of any legally required disclosures, including these Conditions, from Etrionis and Etrionis will provide it to the Customer in durable medium form, e.g. by email.

3.17. The Customer may terminate its consent to receive required disclosures through electronic communication by requesting it from Etrionis. Etrionis may charge the Customer a document request fee to provide a paper copy. Etrionis reserves the right to close the Customer's Account if the Customer withdraws the Customer consent to receive electronic communications.

3.18. Notices to Etrionis made in connection with these Conditions must be sent by email to: support@etrionis.com

4. AUTHORISATION AND USAGE OF SERVICES

4.1. Login and authorisation:

4.1.1. The Customer shall access his Account via Etrionis website and/or mobile application by entering Login authorisation data provided to the Customer by Etrionis. In case of any problems with login authorisation, the Customer shall request technical assistance by contacting Etrionis;

4.1.2. After the Customer Login authorisation data entered by the Customer is verified by Etrionis, the Customer shall get access to the Account and shall be able to give payment transaction instructions to Etrionis;

4.1.3. In case when the Customer suspects his Login authorisation data is obtained by a third party the Customer shall immediately inform Etrionis by asking to block his Account until full investigation and identification is carried out either by calling or by sending an email to Etrionis.

4.2. Exclusive rights to use an account:

4.2.1. The Customer shall keep Login authorisation data secret and fully confidential to protect it against any misuse. The Customer shall be responsible for the loss or misuse of any Login authorisation data and shall bear exclusive liability for any consequence of their use by unauthorised persons;

4.2.2. Anyone accessing the Account by entering Login authorisation data shall be deemed to be the Customer, without any further clarification from Etrionis. Etrionis remains, however, free to request additional identification elements at any time to verify the Customer's identity;

4.2.3. The Customer may request Etrionis to block his Login authorisation data in case the Customer suspects that it has been compromised. Such blockage may be revoked by the Customer only;

4.2.4. The Customer acknowledges the electronic nature of the E-Wallet System which shall be provided strictly on an "AS IS" and "WITH ALL ITS FAULTS" basis.

4.3. Creation and maintenance of Wallets in Customer's Account

4.3.1. Upon authorised entrance into the Account, the Customer shall be able to create electronic money Wallets or E-Wallets which are also referred to as sub-accounts and are recorded in the E-Wallet System as sub-accounts in chosen by the Customer currency;

4.3.2. The Customer is not required to keep a balance on the Account, i.e., in one sub-account or several sub-accounts. If the Customer does have a balance in the Customer's Account, funds representing the balance are segregated and pooled with the balances of other Customers in an account or several accounts held by Push2Pay according to the requirements of the law and internal policies of the Push2Pay.

5. TRANSACTIONS: DEPOSITS, WITHDRAWALS, INTERNAL TRANSFERS AND PAYMENTS

5.1. In order to make a Transaction, the Customer will first need to fund, i.e. replenish, Customer's Account.

5.2. Deposits:

5.2.1. The Customer may replenish the Account by using one of the "Deposit" methods available to the Customer depending on certain criteria, e.g. country of residence, etc. The Customer must provide the information requested and pass all identity and security validation and verification checks prior to the receiving of acceptance by Etrionis, which shall allow depositing funds to the Account. For any Deposit, the Customer authorizes Etrionis to obtain and receive funds to the Customer's Account on behalf of the Customer from the payment source chosen by the Customer, less any applicable Fees;

5.2.2. When depositing the funds, the Customer understands and expressly agrees that the funds they deposit in one chosen currency will be deposited by Etrionis into the Customer's respective Wallet by depositing the respective amount corresponding to that particular currency in case the Customer possesses Wallet in that particular currency in his Account.

5.2.3. The Customer understands, acknowledges and accepts that due to cross-border payment regulations in different regions and settlements, an FX difference between the processed amounts and settlement-specific aspects amounts may occur, even though the Transaction currency and Account currency are the same.

5.2.4. The Customer understands and accepts that Etrionis, upon its full discretion, may impose certain limits on transaction amounts and/or impose special requirements and/or refuse to accept Funds from the Customer at the sole discretion of Etrionis.

5.2.5. “Deposit” via Visa or MasterCard, Unionpay that has been successfully processed and deposited into Customer’s Wallet accordingly may not be cancelled by the Customer and no refund is available. To withdraw the Funds deposited via Visa or MasterCard and Unionpay the Customer shall process with “Withdrawal” of Funds to his Visa or MasterCard, Unionpay, however, respective Fees may apply.

5.3. Withdrawals:

5.3.1. The Customer may “Withdraw” funds by using one of the Withdrawal methods available to the Customer on the Account depending on certain criteria, e.g. country of residence, etc. The Customer must provide the information requested and pass all identity and security validation and verification checks prior to the withdrawal authorisation by Etrionis. For any Withdrawal, the Customer authorizes Etrionis to perform a transfer of funds via the withdrawal method chosen by the Customer less any applicable Fees.

5.3.2. The Customer understands and accepts that Etrionis may be requested by law to impose certain limits on amounts of Withdrawal of electronic money and/or impose special requirements and/or refuse to withdraw the Customer’s funds until the information is submitted by the Customer and all requirements under the law are fully satisfied.

5.4. Deposits and Withdrawals are subject to Fees and currency conversion fees depending on the method used according to the Fees available on the Etrionis website, which the Customer agrees to constantly observe. Furthermore, Deposits and Withdrawals may be subject to the imposition of limits that correspond to the level of information provided by the Customer, and potential risk presented by the Customer and may also be imposed at the sole discretion of Etrionis.

5.5. Payments within the E-Wallet system:

5.5.1. The Customer may make Payments to other Customers and/or customers that accept transfers after authorised entering into the E-Wallet System. The Customer is obliged to specify the purpose of the Payment, which shall conform with the specified nature of business in the Customer application for the Account opening. When all the fields are filled in, the E-Wallet System will calculate and show the transfer Fees;

5.5.2. By making the Transaction the Customer expressly confirms that all the data entered is correct and shall bear full responsibility if any mistake appears in the entered data;

5.5.3. By making Transaction the Customer provides full authorisation to Etrionis to transfer the funds as instructed. Funds will then be transferred in the E-Wallet system to the destination indicated by the Customer. The execution of the Transaction shall usually take place immediately, however, in case of technical malfunctioning the execution of Payment may be delayed, in which case Etrionis will make all efforts to fix the technical malfunctioning and proceed with the Payment execution within a reasonable time;

5.5.4. The Customer fully acknowledges that after proceeding Transaction the Customer may no longer cancel or amend the Transaction. Thus, by making the Transaction the Customer irrevocably gives instructions to Etrionis to proceed with it and does not intend to cancel or alter it.

5.6. Internal transfers:

5.6.1. The Customer may make Internal transfers between their own Wallets;

5.6.2. The Customer may make Internal transfers to other Etrionis’s Customers by specifying the recipient’s Wallet number in accordance with the E-Wallet System requirements.

5.7. History of Transactions in the Account:

5.7.1. All the history of Transactions including charges, fees and margins, shall be recorded in the History section of the Account and shall be available to the Customer at any time. The Customer shall also be able, for an additional fee as indicated in Fee schedule, to request Etrionis to confirm to the Customer any Transaction made and Etrionis will be obliged to confirm any Transaction made on the Customer's Account. History also indicates statuses of the Transactions as completed, cancelled, or pending.

6. FEES AND CHARGES

6.1. The Customer expressly agrees to duly pay for any Services provided, e.g. for international payment transfers, withdrawals or amendments of payment transactions, searching and preparing printouts and documents, for performing any outstanding services for the Customer by Etrionis and sending reminders. The customer expressly agrees to pay all the applicable Fees.

6.2. The Customer acknowledges and understands that they are obliged to read and acknowledge Fees prior to instructing Etrionis to make any Transactions. The Fees section, available in Customer's personal cabinet in the E-Wallet System, contains all applicable interest rates, commissions and fees for Services provided by or through Etrionis, thus the Customer shall observe these at all times.

6.3. The Customer agrees that any Fees that are due by the Customer to Etrionis shall be withdrawn by Etrionis directly from the Customer's Account at any time.

6.4. Etrionis reserves the right to introduce new services and to, therefore, introduce new charges which the Customer is obliged to pay in accordance with these Conditions. New charges that are favourable to the Customer may be introduced without prior notice.

6.5. Etrionis is entitled to unilaterally amend the Fees. Etrionis shall notify the Customer of these changes by setting the date when the new Fees take effect.

6.6. Etrionis reserves the right to deduct all the losses resulting Customer's unauthorised actions.

6.7. The Customer remunerates Etrionis for opening, maintenance and closing of Accounts, execution of the Transactions and other services in accordance with the Fees. The Customer is obligated to get themselves acquainted with the Fees that are available for Customer in their personal cabinet in the E-Wallet System.

7. NEGATIVE BALANCE

7.1. Further, a negative balance on the Customer's account is a situation when there is insufficient Funds in the Customer's account. A negative balance on the Customer's account may occur for various reasons described in these Conditions (for example, if the Fee has been charged from Customer's Account holding insufficient funds). Any negative balance on the Customer's Account is the Customer's debt with an immediate payment term. Customer is obligated to cover an outstanding negative balance. Failure by Customer to make payment is a breach of these Conditions. Etrionis may at any time send Customer reminders or take other debt collection measures, including, but not limited to, mandating a debt collection agency or solicitors, or pursuing a court claim. Etrionis may also charge Customer fees and expenses Etrionis reasonably incur in connection with debt collection or enforcement efforts.

8. RESTRICTED ACTIVITIES ON THE ACCOUNT

8.1. The following payments are not accepted: payments from or to sanctioned countries and territories in accordance with the laws, regulations and internal policies.

8.2. Etrionis does not provide Services to Customers, who are engaged in restricted activities. For the purposes of these Conditions, the restricted activities are:

8.2.1. breach of these Conditions;
8.2.2. breach of law or regulations;
8.2.3. breaches of Etrionis's copyrights, patents, trademarks or any other intellectual property rights;
8.2.4. provision of false, inaccurate or misleading information;
8.2.5. failure to provide information as requested by Etrionis;
8.2.6. send or submit documents that are reasonably believed to be fraudulent;
8.2.7. attempt any action that might lead to unjust enrichment during the dispute;
8.2.8. usage of anonymising proxy;
8.2.9. use of the provided Services for illegal or fraudulent purposes;
8.2.10. disclosure of information about other Customers to third parties;
8.2.11. facilitation of any viruses, Trojan horses, worms or other computer programming tools that may make damage to the E-Wallet system.

9. UNAUTHORIZED TRANSACTIONS

9.1. It is the Customer's sole responsibility to ensure that the Customer does not use the Services for a transaction that may be considered illegal.
9.2. The Customer must not engage in any of the following:
9.2.1. use the Services in a manner that may result in abuse of a bank's reversal process, credit card system or violation of credit card association rules;
9.2.2. use the Services for any purpose contrary to laws, contracts, acts or regulations that apply to Customer, including without limitation those concerning money laundering, fraud, criminal activity, financial services, unfair competition or consumer protection;
9.2.3. send unsolicited emails or similar methods of mass messaging (spam);
9.2.4. tamper, hack, modify, damage, interfere with or otherwise corrupt the security or functionality of the Services, or attempt to do so;
9.2.5. breach Etrionis's or a third party's intellectual property rights; and
9.2.6. refuse to cooperate in an investigation to confirm Customer's or Customer representative's or beneficial owner's identity or information Customer provides to Etrionis or refuse to let Etrionis have information or documents that Etrionis may receive from Customer under any applicable law and these Conditions.
9.3. This list is not exhaustive, and it is the Customer's responsibility to ensure that the Customer does not use the Services for transactions and other purposes that may be considered illegal.

10. SECURITY VALIDATION AND VERIFICATION CHECKS

10.1. Customer acknowledges that certain transactions or options for receipt or transfer of Funds:
10.1.1. require different types of identity and security validation and verification checks, including the use of third-party validation and verification systems, and Customer agrees to submit to these checks if Customer chooses an option to which these checks apply; and
10.1.2. if applicable, impose certain minimum or maximum limits.
10.2. Etrionis may validate and verify any information or data the Customer provides to Etrionis.

11. AMENDMENTS OF CONDITIONS

11.1. Etrionis shall be entitled to amend these Conditions at any time by giving a notice including but not limited to a notice given by email to the Customer, or posted on Etrionis's website, or presented when the Customer accesses their Account. Such changes and/or amendments

shall become effective on the date specified in the notice unless expressly disapproved by the Customer within 30 (Thirty) calendar days from the date of notification, however, any such objection shall constitute a notice by the Customer to terminate any concluded agreements between the Parties and close all Customer's Accounts and in such case, the parties may exercise their right to terminate the relationship in accordance with these Conditions;

11.2. Etrionis expressly reserves the right to use its website to inform the Customer about any changes in these Conditions and the posting of a notice on Etrionis's website shall be deemed a valid notification of such changes to the Customer. The Customer undertakes to regularly review Etrionis's website and/or to regularly access his online reporting where relevant information may be published.

12. SUSPENDING AND CLOSING AN ACCOUNT

12.1. Customer may close Customer's account upon a 1 (one) month prior notice to Etrionis. To do so, the Customer must notify Etrionis of the Customer's decision to close the Customer's account. At the Customer's request, Etrionis may agree to close the Customer's Account immediately. The Customer's Account is closed immediately if Etrionis receives notice from the Customer that the Customer does not agree with changes to these Conditions. If Customer closes Customer's Account, Customer is responsible for cancelling pending transactions from Customer's Account and any pending Funds transfers to Customer's account.

12.2. Closing the Customer's Account does not mean that Etrionis deletes data on the Customer (including personal data) that Etrionis is required to retain under applicable laws and regulations. Etrionis will continue to store this data, including the transaction history, for at least 5 (five) years or longer, if so required by any applicable law or for any other reason specified in Etrionis's.

12.3. Etrionis may close the Customer's Account or any service associated with it by giving the Customer a 10 (Ten) Business Days prior notice.

12.4. Etrionis may at its discretion suspend or otherwise restrict the functionality of Customer's account and Customer's right to request transactions and receive electronic money transfers or close Customer's account at any time without any prior notice, including, but not limited to, for any of the following reasons:

12.4.1. Etrionis suspects unauthorised or fraudulent use of Customer's account or that Customer's account has been accessed without Customer's authorisation;

12.4.2. Etrionis suspects that any of the login details of the Customer's account have been compromised;

12.4.3. Etrionis has reasonable grounds to believe that Customer has seriously or persistently broken any provision of these Conditions;

12.4.4. The customer inappropriately lets someone else use the Customer's account;

12.4.5. Customer provides Etrionis with false information or document(s) at any time;

12.4.6. Etrionis has reasonable grounds to believe that Customer's account has been used in connection with unauthorised or unusual credit/debit card or bank account use, including without limitation, a notice of the same by Customer's bank or credit/debit card issuer;

12.4.7. Customer abuses the reversal or chargeback process through the Customer's bank or credit card company;

12.4.8. The customer refuses when requested to cooperate with an investigation or to provide adequate confirmation of identity or other identity or security information;

12.4.9. Customer initiates or consents to Transactions that may be considered to be cash advances or assisting in cash advances;

12.4.10. The Customer's account has been used, attempted to be used or allegedly used in or to facilitate criminal or other illegal or fraudulent activity against Etrionis or someone else, including, but not limited to, receipt or transfer of potentially fraudulent funds or proceeds of crime;

12.4.11. Etrionis believes that the Customer's account or activities pose a security, credit or fraud risk to Etrionis;

12.4.12. Etrionis is complying with money laundering or terrorist financing investigations conducted by government authorities, agencies or commissions;

12.4.13. The Customer has offered threats or has been abusive to Etrionis's staff;

12.4.14. The Customer becomes insolvent or bankrupt, or the Customer's commercial activities are suspended or terminated;

12.4.15. The Customer puts Etrionis in a position where Etrionis might break a law that applies to Etrionis if Etrionis continues maintaining the Customer's account;

12.4.16. The Customer violates or Etrionis has reason to believe that the Customer is in violation of any law applicable to the Customer's use of Etrionis services;

12.4.17. Etrionis reasonably believes that Etrionis is required to do so by any applicable law or in order to comply with recommendations, decrees or instructions issued by a government authority or recognised body for the prevention of crime or effective court order.

12.5. Unless informing Customer would compromise reasonable security measures or otherwise be unlawful, Etrionis will where practicably notify Customer in advance or immediately afterwards of the closing of Customer's account or suspension or restriction of the functionality of Customer's account and Customer's right to request Transactions and receive electronic money transfers. If the reason for the suspension of the Customer's account can be reasonably cured or remedied, Etrionis will notify the Customer of action to be taken to eliminate the reason and to restore the functionality of the Customer's account.

12.6. If Etrionis closes the Customer's account, Etrionis will redeem any unrestricted or undisputed amount of electronic money in the Customer's account according to these Conditions.

12.7. If Etrionis suspects that the Customer is engaging in an activity referred to these Conditions, Etrionis may contact the relevant government authority, recognised crime prevention body and other third parties and disclose details of any prohibited activities, under Etrionis's Privacy Policy or any applicable law and/or take legal action against Customer.

12.8. If Customer does not access Customer's account for 9 (nine) months, the account will be closed. After closure, Etrionis will attempt to notify Customer using the last contact details Customer gave it to try to send Customer any funds for redemption in Customer's account. If that information is not correct and Etrionis is unable to complete the payment to Customer, then the available balance on Customer's account.

13. CONFIDENTIALITY

13.1. Neither party shall disclose to any person (unless required to do so by any applicable law or by any regulatory or supervisory authority or by any other person entitled by law to require such disclosure) any information relating to the business, transactions, finances or other matters of confidential nature of the other party which it may in the course of its duties or

otherwise become aware, and each party shall use all reasonable endeavours to prevent any such disclosure;

13.2. By adhering to these Conditions, the Customer acknowledges, understands and accepts that its data such as, including but not limited to, email and/or phone number may be processed by Etrionis and may be demonstrated to another Etrionis Customer in the frame of using the E-Wallet System, as a result of Etrionis recommendations to the Customer in relation to different Transaction methods within the E-Wallet System.

13.3. By adhering to these Conditions, the Customer authorizes Etrionis to disclose such information relating to the Customer as may be required by any law, rule, counterparties, or regulatory authority without prior notice to the Customer.

14. PRIVACY AND CONFIDENTIALITY

14.1. By accepting these Conditions, the Customer also agrees to the Etrionis Privacy Policy, which is available on Etrionis website. Personal Information and non-personal information Customer provides to Etrionis when using Etrionis's services may be transferred outside the EEA for the purpose of providing Etrionis services to the Customer. By agreeing to these Conditions, the Customer consents to this transfer.

14.2. Customer acknowledges and agrees that Etrionis and Customer are independently acting as data controllers with respect to any personal information processed when providing or using Etrionis services, respectively. It is explicitly stated that Etrionis and Customer are not joint data controllers. Etrionis is a data controller with respect to personal information received from Customers or third parties. The customer is a data controller with respect to personal information received from Etrionis or third parties.

14.3. Etrionis is fully responsible for its compliance with the applicable data and privacy laws. Customer is fully responsible for Customer's compliance with the applicable data and privacy laws, including obtaining all consents that may be necessary to provide personal information to Etrionis or third parties.

14.4. Customer shall have its own independently determined privacy policy, notices and procedures for personal information Customer processes as a data controller. In complying with the applicable data and privacy laws Customer and Etrionis shall each separately without limitation:

14.4.1. implement and maintain at all times all appropriate technical and organisational security measures in relation to the processing of personal information;

14.4.2. maintain a record of all activities on the processing of personal information carried out;

14.4.3. provide information as may be reasonably requested by the other party to demonstrate compliance with obligations under the applicable data and privacy laws;

14.4.4. not knowingly do anything to permit anything to be done which might lead to a breach by the other party of the data and privacy laws applicable to that party.

14.5. The Customer acknowledges and accepts that:

14.5.1. for quality assurance, security and fraud detection purposes, when speaking to members of Etrionis customer support service, the Customer's call may be monitored and/or recorded;

14.5.2. for fraud and security purposes Etrionis keeps personal information submitted by Customer even after Customer's account is closed if so requested by the applicable law, Conditions or Etrionis Privacy Policy;

14.5.3. for identity validation and verification purposes, Etrionis may make the following information available to other business entities and users to which Customer transfers

electronic money or from which Customer receives electronic money transfers: Customer's name, account number, legal jurisdiction, address, email address and/or IP address.

14.6. The Customer further acknowledges and undertakes to maintain the confidentiality of information, including the confidentiality of technical and financial information, the Customer receives while using or receiving the Services about other business entities, users or Etrionis, or Etrionis's technology and Customer undertakes to use this information only in connection with the Services.

14.7. The Customer agrees that Etrionis carries out the processing of personal and other data in accordance with the General Data Protection Regulation (GDPR) and other applicable laws and regulations. Etrionis carries out the processing of personal data of the Customer, its representatives, authorized persons, representatives, beneficial owners and other third parties related to the Customer, including the collection, registration, input, storage, arranging, modification, using, transferring, transmission and disclosure of data, blocking or deletion, and the Customer is obliged to obtain consent to all data processing mentioned in this clause from all persons whose personal data they have transferred to Etrionis. The purpose of personal data processing is compliance with local and international laws and regulations, Customer registration, the provision, offering and maintenance of Etrionis's products and services, the security of employees, the security of Etrionis's property (assets), the performance of the duties prescribed by law, and the other legal interests of Etrionis. The Personal Data Processor is Etrionis.

15. WAIVER OF RIGHTS

15.1. The rights and remedies contained in these Conditions shall be cumulative and not exclusive of any rights or remedies provided by law. No delay or omission of Etrionis in exercising any right, power or remedy provided by law or under these Conditions, or partial or defective exercise thereof, shall:

15.1.1. impair or prevent any further or other exercises of such right, power or remedy; or

15.1.2. operate as a waiver of such right, power or remedy;

15.1.3. No waiver of a breach of all or part of these Conditions shall (unless expressly agreed in writing by the waiving party) be construed as a waiver of any future breach of the same or as authorizing a continuation of a particular breach.

16. REMEDIES

16.1. The Customer shall indemnify Etrionis and keep Etrionis indemnified against all losses, taxes, expenses, costs, and liabilities whatsoever (present, future, contingent or otherwise, and including reasonable legal fees) which may be suffered or incurred by Etrionis as a result of or in connection with:

16.2. Any breach of these Conditions by the Customer;

16.3. As a result of illegal actions performed by the Customer using Etrionis services.

17. ELIGIBILITY

17.1. Customer must be at least 18 years old and have the legal capacity to enter into a contract in order to use services on our website. By using our website and accepting these Terms & Conditions, Customer represents and warrants that Customer meets these eligibility requirements.

17.2. Our website is not available to users in certain jurisdictions. By using our website, Customer acknowledges and warrants that Customer is not located in any of these prohibited jurisdictions: Afghanistan, Iran, North Korea, Syria, Russian Federation, Belarus, Regions of

Ukraine: Crimea, Donetsk and Luhansk, Myanmar (Burma), Central African Republic, Congo DR, Lebanon, Libya, Mali, Nicaragua, Somalia, Sudan, Venezuela, Yemen.

17.3. The list of jurisdictions provided above is non-exhaustive and may be updated at any time without prior notice.

17.4. Our services are not offered to, or directed at, individuals or entities located in the United Kingdom. We do not promote, supply, or deliver any goods or services within the territory of the UK. No part of our service infrastructure, fulfillment, or delivery is carried out from within the United Kingdom, nor are our services intended for UK residents or UK-based users

18. DISPUTE RESOLUTION AND JURISDICTION

18.1. The Customer and Etrionis shall make every endeavour to amicably resolve any dispute, in good faith and in a constructive manner. The Customer acknowledges and agrees that threats and blackmailing towards Etrionis are prohibited and constitute a valid ground for interrupting negotiations and for immediate termination of any Business relationships;

18.2. In the first instance, the Customer shall raise any complaint relating to the services provided under these Conditions with Etrionis. We aim to resolve each complaint case as quickly as possible; however, all complaints will be thoroughly investigated and a response will be provided within two (2) months from receiving the complaint.

18.3. In case a dispute cannot be resolved by negotiations within the specified period of time, it shall be submitted, at the discretion of any Party to the Courts of the United Kingdom. Etrionis may also sue the Customer in connection with the Conditions in the jurisdiction in which that respective Party has its registered office (if different).

19. APPLICABLE LAW

19.1. These Conditions are governed by the laws of the United Kingdom.

19.2. In carrying out any activities under this Agreement, the Parties shall observe applicable laws and regulations and rules of international payment systems (such as but not limited to Visa Europe, and MasterCard Worldwide), UnionPay International.

20. THIRD PARTY RIGHTS

20.1. No term of this Conditions is intended to confer a benefit on or to be enforceable by, any person who is not a party to this Conditions.

21. ASSIGNMENT

21.1. None of the Parties shall assign or transfer these Conditions or any or all of their rights and/or obligations under these Conditions nor any part of it, nor any benefit nor interest in or under it, to any third party without the prior written consent of the other Party which shall not be unreasonably withheld; provided, however, that Etrionis may assign these Conditions without the consent or approval of Customer to Etrionis parent or subsidiary or associated companies, in connection with a merger, reorganization, recapitalization or sale of all of or substantially all of Etrionis stock, business or assets. Any attempt to assign these Conditions other than as permitted herein shall be null and void. Subject to the foregoing, these Conditions will be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

22. FORCE MAJEURE

22.1. No failure or omission by Customer or Etrionis to carry out their obligations or observe any of the stipulations or conditions of these Conditions shall give rise to any claims against the party in question or be deemed a breach of this Conditions, if such failure or omission arises

from a cause of force majeure, such as acts of God, war or warlike hostilities, civil commotion, riots, blockades, embargos, sabotage, strikes, lockout, shortage of labour, delay in deliveries of whatsoever from sub-contractors or machine failure caused by force majeure, or any other event beyond the control of the party in question.

23. NOTICES AND CONSENTS

23.1. Any notice to be given by either of the Parties hereto to the other in connection with this Conditions shall be in writing and shall be delivered to the address stated in this Conditions or Customer application or to such other address as either party may notify to the other for such purpose.

24. REFUNDS & DISPUTES POLICY

24.1. The Company handles refund requests and transaction-related disputes in accordance with applicable laws and internal compliance procedures. Refunds are not automatic and may be issued only when a clear technical or operational error has occurred, or when required by law or regulatory authority.

24.2. To request a refund or raise a dispute, the Customer must submit a written request to support@etrionis.com within 30 days from the date of the relevant transaction. The request must include the Customer's full name, account details, transaction ID, and a clear description of the issue.

24.3. Upon receiving the request, the Company will acknowledge receipt and review the case within a reasonable timeframe, typically within 15 Business Days. If additional information is required, the Customer must provide it promptly to facilitate resolution.

24.4. The Company may decline refund requests that do not meet these criteria or where the transaction was completed correctly according to the provided instructions. Approved refunds will be processed using the same payment method originally used by the Customer, unless otherwise required by law.

24.5. If a dispute cannot be resolved directly between the Customer and the Company, the Customer may escalate the matter to the competent supervisory authority or follow applicable dispute-resolution procedures under these Terms and Conditions.

24.6. Decisions made by the Company following internal review are final unless otherwise required by applicable law or regulatory directive.

24.7. AML-Related Requests and Timeframes. Requests related to AML matters — including disputes or other AML-related inquiries — are typically processed within up to fifteen (15) Business Days. The same timeframe applies to refunds.

24.8. AML Information and Contact. For AML matters, please visit our AML Policy page (link) or contact us via email at support@etrionis.com.

24.9. Manual Review Process. All refund and dispute requests are reviewed manually by our internal compliance team in accordance with the Company's internal policies and regulatory obligations.

These Terms were last updated on September 09, 2026.