

Terms & Conditions – PesaPesa

Thursday, Tuesday, 25 June 2024, V1.1

1 Statement of Terms and conditions of Use of PesaPesa e-Wallet

The Services are made available by PesaPesa Europe BV (“PPE”) to you at its sole and absolute discretion and by using the Services upon Activation including but not limited to, purchasing any product and/or services on the App, you unconditionally:-

- Acknowledge that you have read and fully understood these Terms and Conditions and agree to be bound by these Terms and Conditions;
- Consent to PPE using and processing your personal information and data in accordance with PPE’s Privacy Policy, which can be found at www.pesapesa.cash

If you do not accept these Terms and Conditions, please do not continue with the registration process or Activation or the use of this Service(s).

Accounts	Means your electronic wallet account which: i) Is linked to the telephone number of your Mobile Device; ii) Is managed and supervised by PPE; and iii) Records, amongst other things, the amount of Electronic Money which is available to you for use;
Activation or Activated	Means the point in time when your Account is activated for use
App	Means mobile application named as “PesaPesa” or such other name as may be determined by PesaPesa Europe from time to time which is downloaded into the Mobile Device;
Authentication or Authenticated	Means a confirmation sent by you to PPE authorising a particular transaction undertaken or transacted by you. Such authentication shall be in a manner stipulated or determined by PPE from time to time including but not limited to keying in your personal identification number;
Available Balance	Means the funds in the form of Electronic Money which can be used at any given time subject to the Wallet Limit;
Charges	Refer Fee & Charges clause;
Daily transaction limit	Means the limit imposed on relevant transaction in any one (1) day in this case not to exceed € 3000 per day;
Electronic Money	Means a payment instrument whether tangible or intangible that stores funds electronically in exchange for funds paid to PPE and is able to be used as a means of making payment to any person other than PPE.
Electronic Money Transfer	Means the service which enables you to transfer Electronic Money from your Account to another

FAQ	user's Account or to receive Electronic Money into your Account from another user's Account; Means frequently asked questions as made available on www.pesapesa.cash ;
Fees &Charges	1) The User shall be responsible for the prevailing Service Fee for the Service(s) as well as the transaction charges for Transaction(s) made (if any). The current applicable fees and charges are available at www.wavpay.net . The fees and charges may change from time to time and PPE shall inform the User by giving notice not less than twenty one (21) days prior to the effective date of the said changes to the fees and charges. 2) The User shall be responsible for all related fees or charges imposed by the Participating Merchants or banks, if any is imposed when using their services to perform any Reload transactions. 3) If any provision of Service(s) made under these Terms and Conditions is a taxable supply to which the applicable tax would apply, then PPE reserves the right to levy the Applicable Tax at the prescribed rate and the User agree to pay the amount of the Applicable Tax;
KYC	Means Know Your Customer process as determined by us from time to time;
Mobile Device	Means a portable and wireless telecommunications device together with accessories including but not limited to smartphones and handheld tablets used by you to access and/or use the Service;
Monthly transaction Limit	Means the limit imposed on relevant Transaction in any one (1) month;
Participating Merchant	Means merchants designated by PPE to sell goods and/or services in exchange for Electronic Money by means of the App;
Partners	Means the business partners of PPE who offer and sell its goods and services on the App and/or PPE's website;
Password and PIN	Means the password used to log into the App and the PIN is used to authorize every transaction from the wallet;
Payment	Means the payment to PPE and/or Participating Merchants for the purchase of goods and services using Electronic Money by means of the App;
Services	Means a stored value service provided by PPE via the App which enables you to perform the transactions;
Terms and Conditions or Agreement	Means these terms and conditions for the Service as may be varied or modified from time to time at PPE's sole discretion;
Top up	Means the adding monetary value to the Purse Value of an Account whether conducted via FPX services provided in the mobile app or any mode of transfer provided in the app from time to time;

Transaction	Means the transaction performed by you via the Service including: i) Payment ii) Reload iii) Electronic wallet transfer, and iv) Any other service as may be introduced by PPE from time to time;
Wallet Limit	Means the maximum amount of funds that can be stored in your Account at any point in time depending on the type of your Account as approved by Central Bank of the Netherlands (Current Wallet Limit: € 3.000,00). We reserve the right to revise the Wallet Limit in accordance with any instructions/ regulations/ rules prescribed by Central Bank of the Netherlands;
Wallet Service	Means to use the mobile device as a digital wallet platform to: i) make payments at merchant point-of-sale terminals or readers that accept payment using PesaPesa e-Wallet, and ii) make in-app or other digital commerce payments at participating merchants; and iii) related services provided in the Netherlands through PPE, its parent entity, and PPE business partners.
Withdrawal	Means the withdrawal of Electronic Money from your Account;
PPE or We or Us or Our	Means PesaPesa Europe BV, the Netherlands (Chamber of Commerce No. 93276222)

2 A. THE SCOPE OF USE

1. The Terms and Conditions only governs the legal relationship between you, PPE and the Wallet Services. These Terms and Conditions do not apply to your use of unaffiliated sites, product, or services to which PPE may include links or access to third party services. Such access will not be construed as an endorsement, sponsorship, or affiliation.

2. You agree that you will use the Wallet Service in accordance with applicable law and will not use it for any illegal or fraudulent purposes, or purposes that are prohibited by these Terms and Conditions. PPE has the right to take preventive or corrective actions to protect itself and its users.

3. You are prohibited from using the Wallet Service for fraudulent purposes, or with an intention to commit criminal offence or other unlawful, indecent or immoral activity.

4. You may, as the user, use the Electronic Wallet Service in respect of the following :

i. Eligibility

a) To use the services, you must create an account and register for a PesaPesa Wallet. You shall provide us with the required information for identification, in order for us to assess your eligibility for the Wallet Account.

b) You must provide current, complete, and accurate information and maintain it as current and accurate during your register for and use of the Services. You shall inform PPE immediately of any changes or alterations required to the information that you had provided upon registering. You can access and update much of the information you had provided us. PPE may require you to provide additional information as a condition of continued of the services or in order to allow you to start using a new service, or to assist in determining whether to permit you to continue to use the services. You agree to provide such information as PPE may require in this regard, including information necessary to validate your identity or confirm the authenticity of any Banking Account, which you register for the use of PPE.

ii. Services

a) The App is only available on a Mobile Device and is strictly for user's own personal use only as subscriber of the Service. Any instructions, confirmation and/or communication sent from your Mobile Device shall be deemed to have been sent and/or issued by you irrespective of whether such instructions, confirmation and/or communication were actually sent by you or not. **You shall be personally liable and responsible for the use of your account including but not limited to all transactions undertaken and/or transacted using the Account, once the said transaction has been authenticated irrespective of whether the transaction is undertaken and/or transacted by you unless it can be established that such transaction was erroneously transacted by PPE.**

b) The Services made available to you via the App may perform the following:

- Payment;
- Reload;
- Electronic wallet transfer, and
- Withdrawal

c) PPE is not a bank nor an interest-bearing account. We do not provide banking services. Your funds with PPE will not accumulate interest nor any other earnings. We take reasonable care to maintain a separate Deposit Account akin to Trustee Account and ensure the security of and prevent unauthorized access to the Wallet Services using technology reasonably available to PPE.

iii. Participating merchants

a) The Services may also allow you to purchase products and/or services from third parties including the Participating Merchants. Any transaction entered into between you and such third parties for third party product and/or services shall also be subject to any Terms and Conditions, which may be stipulated by such third parties. Any such transactions are entered into at your own risk and you acknowledge and agree that PPE shall not take any responsibility and/or liability for the products and/or services offered by the third parties to you. This include but not limited to the delivery, quality (including any defects or deficiency in the products and/or services), safety or the fitness for purpose of the products and/or services purchased by you from such third parties. PPE shall not be responsible for the refusal of any merchant to honour or accept your purchases or payment made through the Service. You further acknowledge and agree that you shall not initiate any legal proceedings against us for any claim you may have against such third parties.

2.1 B. WALLET ACCOUNT USAGE AND MAINTENANCE

1. Activation of e-Wallet Account

i. You would need to download our mobile application at www.pesapesa.cash , register and activate the Wallet Account or other designated channels as may be determine by PPE from time to time.

ii. By activating the Account, you have authorized the deduction of Electronic Money and/or funds from your Account and the deposit of Electronic Money and/or funds into your Account to carry out the relevant transactions.

iii. The acceptance and continuance of the Account will be entirely at the discretion of PPE. PPE reserves the right to reject and decline any application at PPE's sole and absolute discretion or if PPE's records show that you have been blacklisted by PPE, the National Bank of the Netherlands or any of your account(s) has been monitored by PPE due to unusual, irregular, suspicious, fraudulent and/or unauthorized activities or suspected misuse, or has been blocked, cancelled or terminated by PPE provided always that PPE shall have no obligation to provide to you the reason or evidence or grounds in declining your application. While the application is open to all individual customers, PPE reserve the right to reject any application and/or to decline to open the Account at PPE's sole and absolute discretion without assigning any reasons whatsoever, and PPE's decision shall be final and conclusive.

2. You need to ensure that there is sufficient Available Balance in your account before using the Service for the total cost of the Transaction and to maintain a minimum balance of €1,00 in your wallet account at all time.

i. Wallet amount

a) Wallet Limit is Three Thousand Euros (€ 3.000,00)

b) Daily Transaction Limit is One Thousand Euros (€ 1.000,00)

ii. Charges

a) PPE reserves the right to impose any charges, fees, or subscriptions ("Charges") for the use of certain Services, if such Charges are required. Some Services may be chargeable as indicated on the App and in any accompanying Terms and Conditions.

iii. Cash debit

a) You may use your bank account to reload or top up of maximum value of One Hundred Euros (€ 100,00) to the Wallet Account provided your bank's internet banking services are linked to the Wallet. You may debit your account with any amount at any time, so long as the minimum balance requirement is met.

iv. Cash withdrawal

a) You may request for cash withdrawal, which is deemed as cancellation or termination of your PesaPesa-wallet. PPE will charge a fee of € 2,00 for the fee to transfer your e-wallet balance into your bank account. The charges will paid by deducting from your account.

b) If any supply made under these Terms and Conditions is a taxable supply to which the applicable tax, then PPE reserves the right to levy the Applicable Tax at the prescribed rate and you agree to pay the amount of the Applicable Tax.

v. Making payment

a) Payment can be made for any amount, up to € 100,00 through your Electronic Wallet Account.

3. Refund

i. PPE shall refund the Wallet Account Value (or with less amount of any applicable fees) within thirty (30) days of receipt of email notification to PPE at helpdesk@pesapesa.cash . You shall provide to PPE all necessary information and documents for the purpose of refund upon request.

ii. PPE reserves its right not to refund any disputed amount to you if PPE believes you acted in contrary to these Terms and Conditions.

iii. In the event the Service or your Account is ceased, terminated or suspended by PPE due to fraudulent, illegal or unlawful transactions including but not limited to breaches of any law (including but not limited to the Financial Services Act 2013 and/or Anti-Money Laundering and Anti-Terrorism Financing Act 2001 (AMLATFA) or any regulation and/or guidelines made thereunder), you shall not be entitled to obtain any refund of the Available Balance whatsoever and it shall be lawful for PPE to retain for an indefinite period or release to the relevant authorities the Available Balance in accordance with applicable legislation, regulation and/or guidelines. You shall not be entitled to claim any form of compensation for any loss arising therefrom.

4. Disputed transaction

i. You are fully responsible for all products and services purchased when you make any payment through your Account or at anytime when you authorize and authenticate amounts to be deducted from your Account. You shall be fully responsible for ensuring that the transaction amount is correct.

ii. In the event that you discover any error or discrepancy in your account, you must email us at helpdesk@pesapesa.cash within forty-eight (48) hours from the date of the disputed transaction to include details of your full name, phone number and transaction ID. If PPE does not receive email notification within forty-eight (48) hours, you are deemed to have agreed that the bills and transactions are accurate and shall pay the amount for using PesaPesa e-money as billed. An administrative charge may be imposed for dispute raised by yourself.

iii. In the event that it is revealed in the course of our investigation that the disputed transaction was indeed made due to error by us, PPE will refund the disputed sum in the manner as stated in our Refund Policy.

iv. You agree and consent to the use by PPE and/or its employees, personnel and advisors of any information related to you, the particulars of the transaction(s) or any designated account relating to the transaction(s) for the purpose of investigating any claim or dispute arising out of or in connection with the disputed transaction(s) and that this consent shall survive the termination of the Service and/or this Agreement. You further agree that in the event of a dispute or claim of any nature arising in respect of any transaction, the records of the transaction(s) generated by us shall be used as a reference and shall be the sole basis of settling the aforesaid dispute or claim.

v. For any dispute raised, you further agree that should PPE terminate/suspend e-wallet Account, PPE shall not be obliged to refund or return any e-money in the form of real currency (€) until clearance is obtained from the relevant authorities.

vi. If you are not satisfied with our decision, please refer your dispute to the Ombudsman for Financial Services (OFS) within six months from the date of our decision. The procedure for

lodging a dispute with OFS is available on PPE's website as attached pamphlet on "Resolution of Financial Disputes".

5. Device, Message and Data Usages Charges

i. PPE does not make any warranty, representation and/or undertaking (expressly, impliedly or otherwise) that the App and any subsequent revisions, modifications, updates, upgrades or versions is and would be compatible with your Mobile Device. It is your responsibility to ensure that the App is and will be compatible with your Mobile Device at all time and you acknowledge and agree that PPE shall not be liable in any manner whatsoever for any liability, loss, damages, cost and expense suffered and/or incurred by you due to the App being incompatible with your Mobile Device.

ii. You acknowledge that certain message and data may apply from your wireless service providers and/or carriers that might affect your use of the Wallet. For example, your mobile service carrier or provider may impose data usage for your use of the Wallet, including downloading the requested software, receiving, or sending text message, or other use of your mobile device when using the software or other products and services provider by the Wallet. You agree that you are responsible for all such fees and restrictions, and that we may contact you via SMS, Email, in-application messages, automatically dialled calls or text and other communications to your device, for any purpose regarding your Wallet accounts, including but not limited to account servicing and collection.

6. As the holder of the Account, you hereby expressly acknowledge and agree that:

i. As and when required, you shall furnish PPE with any information required by PPE for the purpose of regulatory reporting obligations or for whatsoever reasons that PPE deems reasonable or necessary.

ii. You hereby give your express authorization and consent to PPE to process (as defined under the Personal Data Protection Act 2010 ("PDPA")) and disclose information to third parties including information relating to your personal data as well as particulars relating to the Account as well as disclose relevant information to any third party solely for purposes of determining your eligibility to participate and/or for fulfilment of any benefits to be given to you herein in applying for the Wallet services. PPE's use of the personal data shall governed by the provisions of the PDPA.

iii. In applying for the Account, using and/or operating the Account, you represent and warrant that:

a) all information you provide in connection with the Wallet Account is true, correct, accurate, and complete;

b. You have a registered mobile number; and that you have the right to provide the information to us for the purpose of operating the Wallet Account.

iv. You agree that based on such disclosure, you shall be liable for misrepresentation or false, untrue or incorrect information disclosed by You for the opening of the Account and for the continued usage and/or operation of the Account, and you shall be liable and responsible for any damage or loss suffered or incurred by PPE arising under any of your breach or default herein.

7. Grant of License and Restriction

i. PPE hereby grants you a non-exclusive, non-transferable, limited, personal, and revocable right and license to access and use the Wallet for your personal use only, provided you comply fully with the Terms and Conditions. You acknowledge and agree that some of the

functionalities or services offered by the Wallet may be provided by PPE's parent entity or affiliates.

ii. You shall not use the Wallet, for purposes other than making payments and managing your account, by interfering or attempting to interfere with the operation or use of the Wallet in any way through any means or device including, but not limited to spamming, hacking, modifying, uploading, programming, Trojan horses, time bombs, cancelbots, send, use or reuse computer viruses or otherwise corrupting the security or functionality of the Wallet, detrimentally interfering with, surreptitiously intercepting or expropriating any system, data or other personal information.

iii. You may not reverse-engineer, copy, decompile, disassemble, derive the source code of, modify, adapt, capture, reproduce, publicly display, publicly perform, transfer, sell, license, create derivative works from or based upon, republish, upload, edit, post, transmit, distribute, exploit, circumvent or otherwise translate (or assist any other person to do any of the foregoing) the Wallet in whole or in part.

iv. You shall not do anything that create liabilities for us or cause the Wallet to lose (in whole or in part) the services of our ISPs or other suppliers.

v. You shall not circumvent user authentication or security of any host, network or account (referred to as "cracking" or "hacking") nor interfere with service to any user, host or network (referred to as "denial of service attacks") nor copy any pages or register identical keywords with search engines to mislead other users into thinking that they are reading PPE's legitimate web pages (referred to as "page-jacking"), or use the App or the Services for any other unlawful or objectionable conduct. Users who violate systems or network security may incur criminal or civil liability, and PPE will at its absolute discretion fully co-operate with investigations of suspected criminal violations, violation of systems or network security under the leadership of law enforcement or relevant authorities;

vi. If you fail to comply with, or PPE have reasonable suspicion that you have failed to comply with any provision of these Terms and Conditions, without limiting PPE's other rights and remedies, all of which are expressly reserved, PPE, in its sole discretion and without notice may immediately terminated and suspend your use of the Wallet, terminate the licenses granted hereunder; and/or preclude access to the Wallet. PPE reserve the right to claims for damages or criminal prosecution where applicable.

8. Account Password and Security

i. As a safety measure, you shall change the password as frequently as possible. In addition to User ID and Password, PPE may, at its discretion, advise you to adopt any other means of authentication.

ii. You are solely responsible for maintaining the confidentiality of your register login name, account, PIN, password and for restricting access to your Mobile Device or tablet to prevent unauthorized access to your account at all time, and to notify PPE immediately if your Wallet Password or PIN is stolen, becomes known to an unauthorized third party or is otherwise compromised. Your Wallet account will continue to operate as normal until you report it lost or stolen, it will continue to operate as normal until PPE have officially received your report of the lost or stolen. In the event of lost, theft or stolen, you must report to PPE as soon as possible. PPE is not liable or responsible for any loss or damages suffered by you due to your failure to report of the above mentioned, to apply a security function to Your device, to keep Your PIN confidential, or you lost, stolen, or damaged device.

iii. In the event of lost, theft or stolen of your Wallet Account, you may report by emailing PPE Customer Services at helpdesk@pesapesa.cash , PPE will then terminate or suspended you Wallet account.

iv. Wallet account invalidation shall be effective within twenty-four (24) hours upon notification. You will remain liable for all Wallet transaction (including all costs associated with its unauthorized use) prior to actual Wallet account invalidation. PPE shall not be responsible to refund any monies arising from use by any persons until the expiry of twenty-four (24) hours from the date and time of your report or notification.

v. In the event of forgetting of User ID and/or password or expiry/disability of password(s), you can request for change of the password via the App. The selection of a new password and/or the replacement of User ID shall not be construed as the commencement of a new contract. You agree and acknowledges that PPE shall in no way be held responsible or liable if you had failed to follow the Wallet Services instructions as published by PPE on the site from time to time. You agree to fully indemnify and hold harmless PPE in respect of the same.

vi. The Wallet Services User ID/Password shall be locked after you key in the wrong PIN Number more than three (3) times. The unlock of the same will only be available via code sent to your phone number or email for authentication and verification of the account holder.

vii. PPE has the discretion to deactivate your Wallet Services ID, if the account has not been used or added value to the wallet for a period of exceeding 3 (three) months.

viii. PPE has adopted the mode of authentication of the User by means of verification of the User ID and/or through verification of password or through any other mode of verification as may be stipulated at the discretion of PPE. You hereby agree and consent for the mode of verification adopted by PPE. You agree that the transactions carried out or put through by the previously mentioned mode shall be valid, binding, and enforceable against you and shall not be entitled to raise any dispute questioning the transactions.

ix. You agree to accept responsibility for all activities that occur under your account or password, whether it was authorized by you. You should take all necessary steps to ensure:

- a) You exit or log out from your account at the end of each session
- b) Your password is kept confidential and secure and inform us immediately if you have any reason to believe that your password has become known to others;
- c) You do not let any unauthorized person have access to Your mobile device or leave the mobile device unattended while using the Wallet Services;
- d) You comply with all notice or instructions given by PPE from time to time in relation to the use of the Service and App;
- e) You comply with all applicable laws of the Netherlands relating to the Service, including without limitation to the Communication and Multimedia Act 1998, Financial Services Act 2012, Anti Money Laundering Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and their respective subsidiary legislation, which may be amended from time to time;
- f) You download and install the PPE app from the Google Play store or Apple iOS store from the official PPE account. Any downloads and installation outside of this will be deemed unlawful and any actions thereafter by the user will not be liable by PPE;
- g) You do not disclose or reveal your personal or confidential information to anyone over email, SMS, or Phone call even if it is purportedly from PPE. PPE or any of its representatives will never send you emails or SMS or call you over phone to seek your personal information like username, passwords, etc.
- h) You fully indemnify and shall keep PPE fully indemnified against any loss, damage, liability, cost or expense, arising from any claims for libel, invasion of privacy, infringement of

copyright, patent, breach of confidence or privilege or breach of any law or regulation whatsoever transmitted, received or stored via the Service or part thereof and for all other claims arising out of any act or omission of your or any unauthorized use or exploitation of the Services or part thereof.

9. Termination of Wallet Account

i. You may terminate your PPE wallet account at any time, by email notification to PPE at helpdesk@pesapesa.cash. Upon your confirmation of the account closure, the following will occur:

- a) If you were in the process of purchasing goods or engaging services, cancellation of any pending transaction will be cancelled
- b) Any offline token assigned to your account will be cancelled
- c) Any virtualized cards (if activated) you have assigned to your account will be disabled
- d) Any remaining funds will be remitted to your bank account. If you would prefer the funds be remitted to a different account, please write in to us with the details, the funds will be remitted to you once deductions of admissions for administrative fees for account closing have been made, the remittance shall be completed within thirty (30) days from the date you requested for the closure.

ii. PPE reserves the right to hold your funds for a period of investigations should it transpire that your account has been potentially subjected to fraud or is in a dispute with another PPE Wallet account holder. PPE shall have the right of set off and lien, irrespective of any other lien or charge, present as well as future, on the account(s) held by you or in any other account, to the extent of all outstanding dues, whatsoever arising as a result of the Wallet Services extend to and/or used by You.

iii. Your PPE wallet account will be suspended in the event that it is dormant or inactive or you have effected no transactions through PPE wallet for a period of 12 months. You will be required to contact us to reactivate your account and applicable fees will be applied during the inactive period.

10. Privacy and Protection of Personal Data

i. You agree that PPE may collect, use, disclose, transfer and store personally identifiable data and information about You in accordance with the PPE Important Notice ("PPE Important Notice") and the PPE Privacy Policy ("Privacy Policy"). The PPE Important Notice supplements the Privacy Policy and in case of any inconsistency or conflict between the terms of the PPE Important Notice and the Privacy Policy, the terms of the PPE Important Notice shall prevail.

11. Disclaimers

i. PesaPesa is provided "As is", "Where is" and "As available" and without warranties of any kind. PPE make no representations or warranties or guarantees of any kind or nature, whether express or implied, relating to PPE, its employees, suppliers and its licensors, specifically disclaims all such warranties including, without limitation:

- a) Implied warranties of merchantability and fitness for a particular purpose and non-infringement;
- b) Warranty that the contents of the service are free from infection of viruses or anything else, which has contamination or destructive properties;
- c) Warranty that PPE will meet your requirements or that the access to the services will be uninterrupted, timely, secure or error-free manner;

d) That the quality of any products, services, information, or other material purchased or obtained by you through PPE will meet your expectation, and that any errors in the software will be corrected.

e. Any damage to your mobile device or loss of data that results from the download of any such material, whether due to any computer virus, bug, malfunction, or otherwise.

f. The completeness, accuracy, reliability, or currency of any information or data that you obtain through PPE.

g) No advice or information, whether oral or written, obtained by you from PPE or through or from the PPE services shall create any warranty (save for any fraudulent misrepresentation by PPE)) as to the operation of PPE or the information, content, materials, or products included on it.

ii. In no event shall PPE, its employees, suppliers or its licensors be liable to You for any loss of profits, revenue, opportunity, business goodwill, use, data or other intangible losses, or indirect, incidental, consequential, special, exemplary or punitive damages, even if PPE or its licensors have been advised of the possibility of such damages.

iii. In no event shall PPE, its employees, suppliers or its licensors be liable to you for any damage or loss if you allow anyone (such as another user or a merchant) to use or handle Your PPE application, your device, or the Wallet account.

iv. Participating Merchants may present to you of certain discounts, rebates, Rewards or other benefits within the PPE Wallet. Such offers are subject to certain terms and conditions and may change at anytime without notice to you, we will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such offers. Subject to applicable law and PPE agreement, all matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchant that are accessible through the PPE Wallet or the offers that they provide.

v. PPE may include links or access to third party services. Such access will not be construed as an endorsement, sponsorship, or affiliation. PPE exercises no control whatsoever over such other third party services, and is not responsible or liable for the availability, functioning, or quality thereof or the content, advertising, product or other materials thereon. PPE will not be responsible or liable, directly or indirectly, for any damage or loss (including data loss) incurred or suffered by any User in connection therewith. Your access and use of third party services, including information, material, products and offers therein, is solely at your own risk, use of third party services may require your agreement to separate written terms and conditions.

vi. The site of PPE may require maintenance and during such time, it may not be possible to process your request. This could result in delay and/or failure in the processing of instructions. You understand that PPE disclaims all and any liability, whether direct or indirect, whether arising out of loss or otherwise arising out of any failure or inability by PPE to honour any customer instruction for whatsoever reason.

vii. PPE may send you notifications relating to promotional and marketing activities from time to time. You may opt out from receiving any promotional or marketing messages from PPE by unsubscribing via email or contacting customer service.

viii. PPE may run campaigns/contest or promotions in relation to the Service as may be notified to you from time to time. You agree that your participation in such campaign/contest/promotion shall be subject to the specific terms conditions of such campaign/contest/promotion.

ix. This disclaimer also applies to any claims you may bring against any other party to the extent that PPE would be required to indemnify that party for such claim. The foregoing disclaimers, exclusions, and limitations shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

12. Indemnification

- i. You will indemnify, defend, and hold PPE harmless (and our employees, directors, agents, affiliates, and representatives) from and against any claims, costs, losses, or damages (including reasonable attorney fees) arising out of any claim, action, or other proceeding instituted by a person or entity that arises out of or relates to:
- a) any actual or alleged breach of Your representations, warranties, or obligations set forth in the terms, including any violation of our policies;
 - b) Your wrongful or improper use of the Mobile Wallet Service, including wilful misconduct or fraud;
 - c) Your violation of any third-party right, including without limitation any right of privacy, publicity rights, or intellectual property rights; or
 - d) Your violation of any law, rule, or regulation of the Netherlands.

13. Waiver

- i. PPE's failure to enforce any provision of these Terms and Conditions or any additional terms shall not be deemed a waiver of such provisions nor of its right to enforce such provision. If any part of the Terms and Conditions is found void and unenforceable, it will not affect the validity of the balance of the Terms and Conditions, which shall remain valid and enforceable.

14. Amendments in Terms and Conditions

- i. PPE reserves its rights, in its sole discretion, to update, change, modify, add, supplement, discontinue, remove, delete or revise any of the Terms and Conditions from time to time without prior notice. PPE will endeavour to notify the changes within twenty-one (21) calendar days prior to the changes and variations take effect, by posting it on the Site or any other means as PPE may deem fit, which will be binding on you. By continuing to use PPE in any way after such modification, you will be deemed to have read, understood and unconditionally consented and agreed to such changes, and in no events, shall PPE be liable for any claims, costs or damages caused by or arising out of such actions. The Terms and Conditions shall remain valid until it is replaced by another agreement or terminated by either party or account is closed, whichever is earlier, save for those said to survive termination.

15. Proprietary and Intellectual Property Rights

- i. The copyright, trademarks, logos, slogans, and service marks displayed on PPE Wallet are registered and unregistered intellectual property rights of PPE or of respective intellectual property right owners. Nothing contained on the Wallet should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any intellectual property displayed on the Wallet without the written permission PPE or such third party that may own the intellectual property displayed on the Site.
- ii. PPE grants the right to access of the Wallet to you and use the Wallet Services in accordance with the Terms and Conditions mentioned herein. You acknowledge that the services including, but not limited to, text, content, photographs, video, audio and/or graphics, are either the property of, or used with permission by, PPE and/or by the content providers and may be protected by applicable copyrights, trademarks, service marks,

international treaties and/or other proprietary rights and laws of the Netherlands and other countries, and the applicable terms and conditions.

iii. You should assume that everything it views or reads on the Wallet (collectively referred to as “content”) is copyrighted/ protected by intellectual property laws unless otherwise provided and may not be used, except as provided in the Terms and Conditions, without the prior written permission of PPE or the relevant copyright owner.

iv. Any breach of the restrictions on use provided in these terms is expressly prohibited by law, may result in severe civil and criminal penalties. PPE shall be entitled to obtain equitable relief (including all damage, direct, indirect, consequential and exemplary) over and above all other remedies available to it, to protect its interests therein.

16. Notices

i. Notice under the Terms and Conditions to You may be given through any medium of communication as may be deemed appropriate by PPE, which primary on in App notification, www.wavpay.net, or email, SMS, public notification through media. Such notices will have the same effect as a notice served individually to each User.

17. Force Majeure

i. PPE shall not be liable for delay in performing or failure to perform any of its obligations under the Terms and Conditions which is caused by circumstances beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of telecommunications, data communication and computer systems and services, natural calamities, war, civil unrest, government action, strikes, lock-outs or other industrial action or trade dispute. Any delay or failure of this kind will not be deemed a breach of the Terms and Conditions and the time performance of the affected obligation will be extended by a period, which is reasonable in the circumstances.

18. New and Additional Services

i. PPE may provide you with new or additional services associated with your Wallet from time to time, and these new services will be governed by the terms and conditions herein or as amended from time to time for the respective services.

19. Notices Assignment

i. You shall not assign or novate these Terms and Conditions without PPE’s prior written consent.

ii. PPE may assign or novate these Terms and Conditions to any third party by written notice to you and you shall execute such documents as may be reasonably required to give effect to the assignment or novation.

20. Governing Law and Jurisdiction

i. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Netherlands.