

## 1. INTRODUCTION

1.1. These Terms and Conditions are a contract between a User (“You” or “Your”) and EMP Systems Limited, (“We”, “Us”, “Our”, or “EMPS”), a Company registered under the laws of Malta, having registration number C64728 and registered office at Parthenon Building, Hughes Hallet Street, Sliema, SLM 3141, Malta and the rules for the User to use the financial services (hereinafter referred to as the “Service”, “Services”).

In order to obtain the possibility of using the Services, the User should get acquainted with these Terms and Conditions. These Terms and Conditions are provided to you and concluded in English. By starting to use the Service and concluding an agreement with EMP Systems Limited, the User is obliged to agree and accept the conditions of these Terms, while any direct or indirect use of the Services will be performed in accordance with the provisions of the Terms.

1.2. These Terms and Conditions govern the opening, use and closure of your e-money account. Together with our Privacy Policy, and any other terms and conditions referred to therein, they constitute the legal relationship between you and us. For the use of additional services you may have to accept additional terms and conditions as notified to you when you are ordering or using such services.

1.3. It is recommended that you print out or otherwise save a copy of these Terms for your own inspection and safe-keeping. For the avoidance of doubt, the version displayed on the website/terminal shall always be the most recent version and shall be the only one applicable.

1.4. EMPS reserves that some services are provided through cooperation with EMPS's Partners, under the terms of these Regulations, but also the Regulations available on our Partners' websites. The full list of partners can be found in the "About Us" tab. By agreeing to the provision of services by EMPS you also agree to the provision of services by our Partners, in accordance with their Regulations.

## 2. BACKGROUND/RECITALS

2.1. EMPS is a company incorporated under the laws of Malta and operating in the electronic money service sector and is duly licensed by the Malta Financial Services Authority (MFSA) under the Financial Institutions Act in accordance with the European E-Money Directive (2009/110/EC) and the Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC, 2013/36/EU and Regulation (EU) No 1093/2010 and repealing Directive 2007/64/EC (hereinafter 'PSD2').

2.2. EMPS is the owner of the [www.plixpay.com](http://www.plixpay.com) online platform. The platform ensures that individual users and businesses are able to make use of payment services, including purchasing, sending and receiving of electronic money over the Internet, making single payments and several payment transactions, while ensuring that charges for products and services are securely executed.

2.3. EMPS ensures that User's personal data protection procedures are in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as "GDPR") and the implemented Privacy Policy. By signing the agreement, commencing use of the Service and commencing cooperation under these Terms, you acknowledge and agree to comply with the requirements of the protection, entrustment, and processing of personal data.

2.4 EMPS cooperates with Intermediary Institutions involved in the transferring of money by the Customer to the sellers of goods and services in order to complete an online payment. If EMPS supplies services to Merchants, Intermediary Institutions assigned to the different payment methods will be identified.

2.5 Our Service may contain links to Intermediary Institutions' websites or services which are not owned by EMPS nor any other company from the EMPS group. Neither EMPS nor any EMPS group company controls or is in any



way responsible for the content, privacy policies or practices of any third-party websites or services, including those of Intermediary Institutions.

2.6 The User acknowledges that neither EMPS nor any EMPS group company shall be liable, whether directly or indirectly, for any loss or damage suffered in connection with the use of the content or services of the Intermediary Institutions. We recommend reading the regulations and the privacy policies of all the websites visited or third-party services, including those of the Intermediary Institutions.

### 3. DEFINITIONS

3.1. There are several key terms in these Terms and Conditions which are defined as follows:

**“Account” or “e-money Account”** means the Account where E-money is uploaded, held or withdrawn in the use of the Services, including Non-verified Accounts and Registered Accounts;

**“Account Holder”** is a natural person or a legal person who is a consumer or business or any Merchant who has registered on the EMPS website to use the Service;

**“Acquiring”** means a payment service of enabling the making of payment transactions by means of a Customer’s payment instrument, originated through the agency of an Intermediary Institution, consisting in particular in the handling of the authorization process, transmission of payment orders to the Intermediary Institution and the topping up of the Customer’s electronic wallet.

**“Amendment”** shall have the meaning given in clause 16;

**“Available funds”** means the actual funds available on the account, which the Customer can freely make use of;

**“Balance”** means any electronic money being held in the e-money account;

**“Business Account”** means an Account to which electronic money is sent, stored or withdrawn during the use of the Services by a Customer who is a legal entity conducting business activity, who sets up an Account for business purposes directly related to one’s activity;

**“Business Days”** means a day (other than a Saturday, Sunday or public holidays) on which banks are open for business (other than for the sole purpose of twenty-four (24) hour electronic banking);

**“Chargeback”** means a charge returned to the Intermediary Institution which is the issuer or operator of the Payment Card when the Customer successfully disputes a transaction made with the Payment Card.

**“Claim”** means a challenge to a payment that the sender of a payment, files with EMPS without the involvement of the Complaints Manager;

**“Commercial Contract Person”** means a person (persons) indicated in the order form for a Business Account or their substitute(s), who will be familiar with the use of the Service and will be the first point of contact for the Business Customer;

**“Complaints Manager”** is a position within the Malta Financial Services Authority which provides consumers of financial services with a free service for investigating complaints against financial entities;

**“Currency exchange”** means the conversion of an obligation (amount due) which value is expressed in one currency into an obligation (amount due) denominated in another currency at a given exchange rate. Currency conversion may be used to provide a payment service into foreign currency;

**“Customer Service”** shall mean EMPS’s customer support which can be accessed online via the channels described on the web page in the Contact Section;





**“Days”** means calendar days;

**“Dispute”** means a dispute filed pursuant to clause 21 of these Terms;

**“E-money” or “electronic money”** means monetary value which is stored on an electronic device without bearing interest, issued on receipt of funds, and accepted as a means of payment by persons other than EMPS. Further, a reference to a payment made via the Services refers to an electronic money payment;

**“EMPS website(s)”** means any URL, such as [www.plixpay.com](http://www.plixpay.com), through which we provide the Services to you;

**“Fees”** means those fees described in clause 10;

**“Information”** means any confidential and personally identifiable information or other information related to an Account or User, including but not limited to the following: name, email address, post/shipping address, phone number and financial information;

**“Intermediary Institution”** means any of the institutions involved in the transferring of money by the User in order to complete the transaction, especially banks, clearing agents, payment system operators, card organizations, electronic money institutions, i.e. Decta Limited, ECard, T-Pay, Przelewy24.

**“International Card Organizations”** means the entities laying down the rules of issuing and accepting payment cards, particularly Visa, MasterCard.

**“Login Details”** means the data authorising to use the Services: email address and password and SMS code sent to the User’s phone number, registered in our system;

**“Merchant”** shall mean an Account holder who has been authorised in writing by EMPS to sell goods and/or services and using the Services to receive and/or make payments;

**“Non-verified Account”** means an account opened by a User without providing the necessary documents, the use of which is subject to specific restrictions and limitations;

**“Partner”** means companies, that cooperate with EMPS on the basis of cooperation agreements and the account holder who is authorized by EMPS to sell their Products and use the Service to receive and/or send payments for them, the list of Our Partners is available on the website under the "About Us" tab;

**“Payment Card”** means for remote access to the Account by the Cardholder whose Card is linked with the Account in Poland and abroad, according to the rules of the international payments systems operated by Card Organizations such as MasterCard Worldwide and/or Visa Europe / Visa Inc., which govern the use of their trademarks, processing of transactions, returns and chargebacks, requirements concerning online card acceptance, etc.

**“Payment Instrument”** shall strictly mean electronic payment or bank transfer;

**“Payment Order”** means an instruction validly made by you to us requesting the execution of a payment transaction;

**“Personal Data”** any information enabling identification and verification of a User who is a natural person (provided, inter alia, during logging in and initiating payments), including “Sensitive data”, which may be considered as sensitive personal information of the User, such as name and surname, postal address (including billing and shipping address), telephone number, email address, payment card number, other financial information concerning the account, account number, date of birth or authentication data issued by a state administration body (e.g. driving licence number, ID card number, passport number), used to verify the User and reduce the risk of committing





fraudulent crime, used to verify the User and reduce the risk of fraud. This includes payment data and Account authentication data;

**“Phishing messages”** understood as a method of fraud in which a criminal impersonates another person or institution in order to defraud certain information (e.g. login details, credit card details) or to induce the User to take certain actions;

**“Processing of data”** means any operation that involves the use of User’s Personal Data, whether automated or traditional, such as collection, recording, organisation, storage, adaptation, alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, adaptation or combination, restriction, deletion or destruction;

**“Reference Number”** – individually assigned User’s account WLT number, generated by EMPS’s system;

**“Refund / Return”** means a return of money from a payment transactions made with a Payment Card, initiated by the Customer or an Intermediary Institution, including in particular in connection with the Customer’s failure to authorize / give consent to the transaction, cancellation of earlier consent, inconsistency in the Customer’s data or payment account.

**“Registered Account”** means an Account opened in the name of a User following the provision of relevant due diligence information and after verifying the data on the basis of these documents;

**“Resale”** – repeated payment (in the case of card payments) initiated by the Seller via a payment gate on the basis of the payment ID from the original Customer’s transaction where the Customer consented to further payments.

**“Restricted Activities”** means those activities described in clause 13 of these Terms;

**“Reversed transaction”** means a payment that you received which EMPS may reverse to the respective User or another third party because the payment has been categorised as a risky payment required to be reversed to mitigate the risk associated with the payment;

**“SCA - Strong Customer Authentication”** means strong authentication of the User's data, ensuring the protection of data confidentiality based on the use of additional verification of logging in and other operations by means of SMS codes, in addition to the existing login and password;

**“Services”** means all electronic money payment services and related products available through the EMPS website(s);

**“Terms”, or “Terms and Conditions”** means these terms herein including all subsequent Amendments or any future modifications;

**“Transaction”** shall mean an upload, a payment or a withdrawal as further defined in clause 7;

**“Unique Identifier”** means for the purpose of sending an EMPS payment: an internal identifier which we may present to you, which is assigned to a Merchant’s e-money account.

## 4. OPENING AN E-MONEY ACCOUNT

4.1. In order to use our Services you must be a natural person and first open an e-money Account through the [www.plixpay.com](http://www.plixpay.com) website. By undertaking the signup process you will be accepting these Terms and Conditions and our Privacy Policy and you must have legal capacity to do so. To register an Account, the User must be a natural person over the age of 18 years, with full capacity to perform legal acts independently, or a company



registered under the laws of the country in which its registered office is located and capable of concluding a legally binding agreement. If you order additional Services, you agree to abide by additional terms and conditions.

4.2. In order to open an Account and make use of the Services provided by EMPS, you shall be asked to verify your identification details through the provision of information and documentation.

4.3. In order to open and use a Business Account, you need to download the business application form from our website [www.plixpay.com](http://www.plixpay.com) (available in the User Panel after logging in) and then fill it out, sign it and send it in a PDF format, together with the rest of the required documents to us, through the User Panel. After positive verification, the Board of Directors/Director will receive the agreement ready to be signed, on terms consistent with these Terms and Conditions and Privacy Policy. The original signed agreement in paper form should be sent to EMPS. The account will be activated when EMPS receives a scan of the signed agreement. The account will be closed if the original signed agreement is not received by EMPS within 30 days from the date the scan is sent. We recommend using a secure email address with factor authentication (SCA) and a secure password that contains letters and numbers. Additionally, in order to ensure data security, the User must provide a current mobile phone number to which one-time SMS codes will be sent for logging in and authorising operations Account operations. Once you have registered on the EMPS website and obtained EMPS' consent, you must provide us with a deposit of the amount agreed in the agreement between the parties to secure the costs of maintaining your Account. If the deposit is not transferred within 10 days of signing the Agreement, any arrangements between you and EMPS will cease to apply.

4.4 You may only open one e-money Account unless you have our explicit, written consent in writing to open additional Accounts.

4.5. Your e-money account may deal with the currencies enabled for your account out of all the currencies available to you on the EMPS website.

4.6. You will be obliged to provide Information as requested by EMPS either directly during the signup process or otherwise requested by EMPS directly from time to time which must be accurate and truthful.

4.7. In order to access your newly opened e-money account and use the Services, the User should open an account on [www.plixpay.com](http://www.plixpay.com) and provide us with an email address which will be used to contact and verify the Customer. The User will receive a verification email from EMPS with a link to activate the account at the email address you provided during the registration process. By entering the link, the User confirms the previously provided account login details and the correctness of the email address. It is required to approve it by the SMS code sent to the mobile phone number previously provided by the User. After this step, the User is redirected to the Account logging page.

4.8. All balances and amounts on the EMPS website shall be displayed in the currencies enabled for your e-money Account.

4.9. EMPS real-time exchange rates based on a comparison of publicly announced exchange rates of banks and commercial payment institutions, at a rate favourable to the customer, and the User must agree to the proposed conversion rate. If you send a payment in a currency other than your account currency or if you withdraw money in a currency other than the currency of the country of the bank account to which the withdrawal is being made, the Service will normally automatically convert the amount in the source currency into the amount in the target currency or into the amount in the currency of the bank account to which the withdrawal is being made and calculate the applicable fee for such conversion. You will be notified of the currency exchange rate and the amount of the fee that will be charged. Such information will be followed by currency conversions in the Service, if requested by you. You may set a limit on the amount up to which you can exchange the currency automatically without prior authorisation from us. In case of exchanging the higher amount, you must inform EMPS of such intention beforehand, and then EMPS will increase the limit.

4.10. In order to log in to the Partner's website and use the services, for security reasons, the User assigns an individual email address and password to the account and is also required to provide a current mobile number to

which he will, in a secure manner, receive verification SMS codes. In order to set up an electronic money account at [www.plixpay.com](http://www.plixpay.com), the User assigns an individual email address, password and mobile number to the account.

## **5. UPLOADING E-MONEY**

5.1. You can upload e-money to your Account by visiting the EMPS website, logging into your e-money account and following the relevant uploading instructions. Notwithstanding clause 5 below, we shall not be responsible for the upload until the funds are received by us. The User Account must have a positive balance.

5.2. You will be asked to confirm the payment transaction with multi-factor authorization (SCA), which means that despite logging in correctly, you will be asked to enter an SMS code you will receive to the previously given phone number.

5.3. Negative balances in your e-money account are not permitted. A reversed transaction resulting in a negative balance in your e-money account will constitute a breach of these Terms and Conditions and you will be required to immediately repay such negative balance by uploading sufficient e-money into your e-money account and/or by making a corresponding payment directly to EMPS at the sole discretion of EMPS. Failure to do so shall likewise constitute a breach of these Terms and Conditions. Repayment of the negative balance is due immediately without notice. We reserve the right, at any time, to send you reminders or to take other debt collection measures including but not limited to resorting to legal measures. Furthermore, we reserve the right to charge you the expenses we reasonably incur in connection with any debt collection or enforcement efforts.

5.4. Uploaded e-money will be credited to your e-money account after the funds have been received by EMPS. When requesting a payment by bank transfer, remember that the title of the transfer should contain the recipient's wallet reference number at the beginning. If the transfer has no number in the title, the funds will be returned to the User after 14 days.

5.5. Uploads and withdrawals may be subject to per upload/withdrawal and/or cumulative upload/withdrawal limits due to security and legal requirements in particular in terms of anti-money laundering. These limits are set dynamically depending on your verification status and the upload method you want to use. You should be aware that depending on your verification status your upload limits may be higher than your withdrawal or spending limits. You can view these limits at any time in the relevant section of your e-money Account profile.

## **6. SENDING E-MONEY PAYMENTS**

6.1. Payments may only be made to Merchants approved by EMPS.

6.2. Before a Payment Order for a payment is executed, it must be authorised by you. After logging in to the User Account by providing the email address and password, the second stage of payment authorization takes place; it is required to be approved by an SMS code, sent to the mobile phone number previously provided by the User. We may also require that you answer additional security questions relating to you or your e-money Account. If your e-money Account is protected by additional security measures you need to follow the instructions provided to you with such additional security measures.

6.3. Once a payment is made to a Merchant, the e-money will be instantly uploaded to the e-money Account associated with the Merchant. Once electronic money is credited to the Merchant's e-money Account, the Transaction becomes completed and the User may not cancel the Transaction.

6.4. Payments are subject to payment limits due to security and legal requirements. These limits are set dynamically depending on your verification status and whether the Account is a Non-verified Account or a Registered Account. You can view these limits at any time in your e-money account profile. You should ensure that your limits are sufficient to cover the payment you intend to make. Furthermore, please note that the recipient of the payment may also be subject to deposit and withdrawal limits, and this may affect his access to the electronic money you intend to send to him.

6.5. If EMPS feels in its sole discretion that a payment contains a high level of risk or exposure associated with your e-money Account, EMPS may in its sole discretion place a hold on such payment or any other payment. When this occurs, EMPS shall best endeavour to inform the User concerned as to how long such hold will last and the necessary measures that would need to be taken by the User to have the hold removed.

## **7. E-MONEY TRANSACTIONS**

7.1. Electronic Money Transactions are indicated as Pending, Completed, Failed or Cancelled:

- a. "Pending" indicates that a Transaction is currently undergoing review by EMPS and may only be completed or settled (following dispute/claim), at the option and sole discretion of EMPS. "Pending" may also indicate that the Transaction is awaiting account confirmation or settlement from a third party.
- b. "Completed" indicates that a Transaction has cleared and the e-money are available in the User's e-money Account. For the avoidance of doubt, if EMPS has a suspicion that the Transaction is related to a restricted or prohibited business or activity or that the Transaction is the result of fraudulent activity or a fraud, EMPS may reverse or refund the Transaction at any time.
- c. "Cancelled" indicates that a Transaction has been stopped by the User or blocked by the system or reversed. This could be due to inaccurate or incomplete Information about your Account, our inability to validate the legitimacy of a payment, or a User, or another proprietary reason. You may contact Customer Service for more information. Although payments are cancelled, the return of funds to the User's bank account may not be immediate, and EMPS cannot guarantee availability within a specific timeframe.
- d. "Failed" indicates that a Transaction could not be processed due to inaccurate Information regarding your Account, insufficient funds or other error in the execution of the transaction.

7.2. EMPS reserves the right to limit or restrict Transaction size or volume at any time. If you would like to increase your limits, please contact Customer Service. Upon receiving this request, EMPS will conduct a review of your Account, and decide whether to lift or remove these limits.

7.3. EMPS reserve the right to block any of your Transactions or Payment Instruments, also without prior notification, on reasonable grounds relating to the security of the e-money account or any of its security features or if we reasonably suspect that an unauthorised or fraudulent use of your Account has occurred and also if any of its security features have been compromised or also in the event of any suspicion as to money laundering or breach of relevant legislation.

7.4. The Payment Instrument will be unblocked or replaced with a new one once the reasons for blocking no longer exist.

7.5. A Transaction will be unblocked once the reasons for blocking no longer exist.

7.6. We will notify you of blocked Transaction or Payment Instrument in advance on the EMPS website or, where we are unable to do so, immediately after a block has been imposed, unless notifying you would be unlawful or contradictory or threatening to the transaction security rules implemented by EMPS.

7.7. If you consider blocking of a Transaction or Payment Instrument as inappropriate, you will still be able to log in to your Account and determine the cause of action of EMPS through access to secure online communication or contact the Customer Service Department. You should seek information about any restrictions imposed on your Account and EMPS (if permitted) will provide you with appropriate explanations of the restrictions and the procedure for removing them.

7.8. The User may submit a Claim concerning the Service in accordance with paragraph 15 of these Terms and Conditions.

## 8. WITHDRAWALS

8.1. You can request a withdrawal of all or part of the E-money held in your e-money Account at any time. Withdrawals may be made in one or more of the withdrawal methods made available to you on the EMPS website. Withdrawals by bank transfer, if available, are payment services provided, at least in part, by third party financial institutions. We do not guarantee the availability of any particular withdrawal method and may make changes to or discontinue a particular withdrawal method at any time without following the procedure set out in clause 17 as long as there is at least one withdrawal method available to you. Where the withdrawal payment is received by you through the involvement of a payment service provider (such as the bank where you hold your bank account), we shall not be responsible for the withdrawal payment beyond the point in which the withdrawn e-money is received by your payment service provider.

8.2. Your e-money account is subject to withdrawal limits. It is dictated by the User safety rules, EMPS and legal regulations in order to prevent unauthorized withdrawals, fraud and money laundering. Limits are subject to change depending on the course of the User's verification process, the documentation for identification provided by the User and the type of Account. You can view your withdrawal limits at any time in your Account profile. Before uploading any E-money into your Account, you must ensure that your current withdrawal and spending limits meet your withdrawal and spending requirements as you are not allowed and will not be able to exceed these limits. The above does not apply to Business Accounts.

8.3. If your withdrawal request exceeds the current limit, we will decline your request and may recommend that you upgrade your Account in order to remove and/or modify the said current limits and/or that additional Information is provided and verified.

8.4. Withdrawals are subject to redemption fees as set out in clause 10.

8.5. You must execute withdrawals from your e-money Account via methods made available to you. Withdrawals are to in all cases be made to you directly or to an account with a financial institution held in your name. We take any attempt of violation of this requirement very seriously and will treat any attempt to use any Information of which you are not the named holder as a fraudulent act. Without prejudice to claiming further damages, if we are required to investigate a withdrawal to a bank account that is not in your name, we may charge an administration fee as stated on EMPS website.

## 9. CLOSURE OF YOUR ACCOUNT

9.1. You may close your e-money Account at any time by sending a message to EMPS through the User Panel, available to the Customer after logging in to the Account. Provided that an account may only be closed if all E-money has been previously withdrawn from the Account.

9.2. We reserve the right to carry out any necessary money laundering, terrorism financing, fraud or other illegal activity checks before authorising any withdrawal of your E-money.

9.3. EMPS reserves the right to close your Account at any time by giving the User one (1) month's notice. We may also close your Account and terminate the Agreement at any time where if:

- a. You are in breach of the terms of these Terms and Conditions, Privacy Policy or other arrangements and provisions of the Agreement; or
- b. EMPS has reasonable suspicion of money laundering, fraud or other illegal activity;
- c. Perform activities that may damage the business reputation of EMPS or the legitimate interests of third parties;
- d. There are no funds on the User's Account to cover the monthly fees for six consecutive months, the account will be closed until the payment is settled;



- e. If within 30 days from the date of opening the Account, no funds are available on the User's Account to collect Account opening fee, the Account will be closed until the payment is made.

If we close your Account, we will provide you with notice of Account closure on the EMPS website and where practicable, the reasons for closing your e-money account together with the ability to withdraw any e-money that we are holding (if they are not a part of any dispute). Notices will be available after logging in.

9.4. In the event that we suspect that your e-money account has been accessed without your authorisation, we may also suspend, or limit your access to your Account or the Services (such as limiting access to any of your E-money, and your ability to send money, make withdrawals, or remove financial Information). If we otherwise limit access to your Account, we will provide you with notice and opportunity to request restoration of access if appropriate.

9.5. Transactions that have been undertaken and any fees accruing before the request for the closure of your Account (including those Transactions that are not revocable and have been initiated but not finalised before closure of your Account) will not be refunded.

## **10. SPECIFIC RULES CONCERNING TOPPING-UP AND MAKING TRANSACTIONS WITH PAYMENT CARDS. 3-D SECURE SECURITY MEASURES**

10.1. If the User chooses the payment card channel for topping up the e-wallet, EMPS will make this channel available through the agency of the relevant Intermediary Institution involved in the payment system which is appropriate for payment cards.

10.2. The Intermediary Institutions have a right to refuse to admit the Customer to the card payment system or to demand that the Customer be excluded from the system at any time and for whatever reason, particularly if the Intermediary Institution believes that the Customer's business is exposed to a high risk and to Chargebacks, and if the Customer breaches the laws and/or fails to comply with the standards set by the Institutions, has inadequate financial liquidity and/or perpetrates fraudulent practices.

10.3. EMPS shall comply with the rules related to the security of payment transactions and the minimising of the risk of Chargebacks provided for by the Intermediary Institutions and the payment transaction security standards implemented by the Card Organizations. Under the pain of expulsion from the card payment system, EMPS may prohibit the Customer from conducting specific activity which the Card Organizations may deem to be violating or threaten to violate the rights of such organizations, including their reputation, or otherwise expose them to risk.

10.4. EMPS shall observe the security requirements included in the Payment Card Industry Data Security Standards (PCI DSS).

10.5. EMPS shall closely cooperate with the Intermediary Institutions and the Card Organizations, including Visa and MasterCard, in order to resolve any doubts connected with payments made with payment cards, including related complaints. In this respect, EMPS shall, without delay, at the request of the Intermediary Institution and/or the Card Organization in question, provide necessary information, supply documents related to the payment transaction concerned, including the contract which the payment results from and proof of performance for which the payment was made.

10.6. A Merchant supporting top-ups / card payments shall observe the following rules of acceptance of card payments:

- a. it is prohibited to retry a payment with a payment card if such a payment has previously been rejected by the Intermediary Institution;
- b. it is prohibited to accept payment with payment cards in consideration of goods or services which the Merchant does not offer for its own account or as part of its business, which are sold by order of a third party or which are supplied by various suppliers; in particular, the Merchant may not submit instructions for the settlement, with one payment, of the sale of the Merchant's own products or services along with the

transactions of sale of goods or services of other suppliers, including parties related to the Merchant (no cross-selling);

- c. the commercial offering of the Merchant may not give an impression that the Card Organizations are the suppliers of the goods or services offered by the Merchant;
- d. it is prohibited to set a lower or upper limit on the transaction amount in regard to payments by payment card;
- e. it is prohibited to accept so-called split transactions, i.e. accept payment for goods or a service in several separate payments;
- f. it is prohibited to require the Customer to waive the right to dispute a payment with payment card;
- g. if the Merchant offers recurring payments for goods or services, the Merchant must additionally explain on its website how one can cancel such a recurring payment online, how one can cancel a recurring order for goods/services online, and the Merchant must immediately stop initiating recurring payments as soon as the Customer cancels the recurring orders;
- h. if the Merchant has some restrictions in place on the return of goods or cancellation of the services, the Merchant must explicitly communicate to the cardholder the rules of return, reimbursement and cancellation as follows: in the sequence of pages, prior to finalising the transaction, a “click to accept” button should be displayed, it must be a voluntary selection box or another unequivocal confirmation of the Customer’s will to accept the transaction. What may also serve as confirmation is a link to a separate site provided that it is part of the “click to accept” confirmation and it is related to the rules of return, reimbursement or cancellation.

10.7. EMPS has the right to refuse a payment card transaction, and EMPS shall inform the Customer about it without delay, if the relevant Intermediary Institution refuses to authorize the payment, especially if the payment card is invalid, has been reported lost or stolen, the card authorization cannot be obtained or if authorization is denied, or the result of the 3-D Secure authentication is negative, if it is detected in the course of monitoring that the payment may be fraudulent or if EMPS deems that the completion of the transaction will cause the transaction limit acceptable to EMPS to be exceeded.

10.8. Card payments online are additionally secured thanks to the implementation of the 3-D Secure authentication procedure. Transactions must be confirmed with a one-off password sent in a text message to your telephone number. Owing to such security measures, no one will make a transaction in your name until you authorize it.

10.9. EMPS has the right to take any action to minimize negative effects of possible Chargebacks, especially by initiating a Refund - without being liable to the Customer in this regard, especially if the Customer has exceeded the percentage limit of Chargebacks acceptable to the Intermediary Institution and there are no grounds to conclude that the Customer may successfully challenge a Chargeback or if the Customer fails to take any action to successfully challenge the Chargeback.

10.10. EMPS does not provide any warranty, whether explicit, implicit or statutory, including in particular any implied warranties of merchantability and fitness for a particular purpose and not breaching any third party rights. No information or advice provided by EMPS or its personnel orally or in writing represents a warranty nor increases in any way the scope of EMPS’s obligations resulting from the provision of services.

10.11. EMPS does not guarantee that the payment will be finalized nor does it guarantee that the Intermediary Institution will complete the payment. The User discharges EMPS from any liability in this regard.

10.12. EMPS is not a party to the agreement between the Merchant and its customer and EMPS is not liable for any negligent performance of obligations by either of the parties. In particular, EMPS shall not be responsible for any goods and services offered by the Merchant nor the contents of the Merchant’s website.

10.13. EMPS shall not resolve any complaints and shall not be liable for any claims concerning any negligent performance of any agreements between the Customer and third parties in connection with which a Payment was made, if the Customer correctly authorized such payment.

## **11. FEES**

11.1. Any fees related to the Services may be viewed at any time in the "Price List" section of the EMPS website:

<https://plixpay.com/en/price-list/>

For clarity, the "Price List" section of the EMPS website forms part of these Terms and Conditions. Fees are subject to change from time to time. Under certain circumstances we may charge additional fees as set out within these Terms.

11.2. Fees payable by you will be deducted from your e-money Account balance and you hereby authorise us to do the same prior to withdrawal of the E-money. Reversals or any other payments due by you may at our option be deducted from your e-money Account when incurred.

11.3. In the case that six (6) months have passed since the last operation, the User has to bear a monthly service fee, as specified in the 'Fees' section of the [www.plixpay.com](http://www.plixpay.com) website. Fees will be charged until the funds on the User's Account are cleared. In case of lack of funds on the Account, it will be automatically closed, because the balance cannot be negative.

## **12. REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

### **12.1. USER**

12.1.1. In order to obtain positive verification and to be able to use our Services, you must ensure that all of the following criteria are met:

- a. You are a resident in a country which allows the use of our Services without any reservations;
- b. You are not a legal person;
- c. You are at least 18 years of age, have full legal capacity and do not need the consent or permission of any other natural or legal person to undertake and conclude any of the contractual obligations contained in these Terms and Conditions;
- d. You do not permit or authorize any other person or entity to use our Services through your e-money account;
- e. Your execution of and performance under these Terms in no way violate any legal obligation of the Merchant, including any agreement between or among Merchant(s) and any third party(ies);
- f. You maintain the value and reputation of EMPS to the best of your ability;
- g. You conduct your business affairs according to the terms and intent of these Terms and in compliance with all applicable laws and regulations;
- h. You do not use our Services for any activities considered fraudulent, criminal or illegal under any laws or regulations in any applicable jurisdiction;
- i. You transmit to EMPS only Information and data that has been collected and transmitted in full compliance with all applicable personal information laws, such as applicable laws concerning the storage or transfer of personal information, including, but without limitation, the Data Protection Act, Chapter 440 of the Laws of Malta and the General Data Protection Regulation (GDPR) . You agree that this data and information may

be provided to Merchants when it is necessary and required for the performance of the Service and for the Merchant's provision of Services to you;

- j. You will refrain from using abusive and vulgar language when contacting EMPS. Abusive conduct will not be tolerated and could result in closure of your e-money Account;
- k. You are in all material respects in compliance with and have at all times been, to such extent, in compliance with, and are not in material default or violation in any respect of any applicable law (including any regulation, permit or ordinance affecting any aspect of its business operation);
- l. If you wish to use the services of a Merchant and the necessity to send your data from the portal occurs, you agree to the transfer of your personal data to the operator of the Merchant's website. Moreover, you agree to indicate the bank account assigned to you in the IBAN format in the EMPS system as your bank account in the Merchant's system.

## **12.2. EMPS**

12.2.1. This website, the Service and the information and any content contained herein are provided "as is" and "as available", without warranty or condition of any kind, either express or implied. Without limitation of the foregoing, EMPS and its subsidiaries, agents and their respective employees, contractors, directors, officers and shareholders, specifically disclaim any and all warranties, including but not limited to:

- a. the availability, accuracy, integration, appropriateness, reliability, completeness or timeliness, usefulness, arising from trade usage or course of dealing or course of performance, or otherwise of this website or the site content thereon;
- b. security, smooth operation, the absence of delays or suspension, the unchanging or correctness of this website or other EMPS' sites; and
- c. the implied warranties of quiet enjoyment, merchantability, merchantable quality, fitness for a particular purpose, title, informational content, non-interference and non-infringement.

12.2.2. EMPS makes no warranties that the materials and provisions contained within this website are appropriate for any and all countries which you might be making use of the Services from. If you use this Service from locations outside Malta, you are solely responsible for compliance with the applicable laws of that jurisdiction

12.2.3. EMPS provides assistance and guidance to users, where needed, with regard to the secure use of the internet payment services (including all questions, complaints, requests for support and notifications of anomalies or incidents regarding internet payments and related services) on [www.plixpay.com](http://www.plixpay.com). Should the User need to contact EMPS, ought to send a message through the User Panel, available to the Customer after logging in to the Account. The user should always ensure that the URL contains <https://> prefix. Any message on behalf of the EMPS via any other means, such as email, which concerns the correct and secure use of the internet payment service, should not be relied upon.

12.2.4. In the event that EMPS provides or displays any third party hyperlinks or URLs they would only be provided for your convenience and EMPS is not responsible in any way for such third party websites.

12.2.5. EMPS reserves that any action it takes at any time is taken in good faith and in accordance with the objectives of these Terms and Conditions.

## **13. PRINCIPAL OBLIGATIONS OF THE USER**

13.1. You must take all reasonable steps to ensure your email and password login details and access to SMS codes are safe at all times and never disclosed to anyone. EMPS will never ask you to provide your login data to us or to a third party. If the User receives any message or inquiry from a website other than [www.plixpay.com](http://www.plixpay.com) to provide User's login details to the EMPS system, the message should be ignored and we should be informed about

such an event immediately. If you are in doubt whether a website is genuine, you should contact our Customer Service. We advise to change your account password regularly (at least every three (3) to six (6) months) in order to reduce the risk of a security breach in relation to your Account. You should never allow a third party to access your Account or to let a third party observe you when you log in to your Account.

13.2. Five (5) consecutive failed log-in attempts within 24 hours shall also result in the possibility to log in to your Account by email and password. It will be automatically reactivated at 00:00 the next calendar day.

13.3. To reactivate the account earlier than the automatic procedure or to set up a new account password you must contact Customer Support, where your identity will be checked and the personnel will reactivate your account and when requested, they will enable you to set up a new password on the next use of the system.

13.4. Your password and/or phone number used for verification may be changed by logging in and requesting the change on the EMPS website.

13.5. If you have any indication or suspicion that your e-money Account, login details or other security feature has been or is being lost, stolen, misappropriated, used without authorisation or otherwise compromised, you are advised to change your online login details - password and/or phone number (in case of losing your phone). You must contact Customer Service without undue delay in becoming aware of any loss, theft, misappropriation or unauthorised use of your e-money Account, login details or other security features. In any such event, which is not due to the fault of EMPS, will result in you being liable for any losses as a result. If you suspect that your e-money Account was accessed by someone else, you should also contact the law enforcement authorities of your country and report the incident.

13.6. You are obliged to report to EMPS any (suspected) fraudulent payments, suspicious incidents or anomalies during the internet payment services session and/or possible social engineering attempts. Making a report is available by using the contact form (without the need to log in) or by sending a message through the User Panel, available to the Customer after logging in to the Account, on [www.plixpay.com](http://www.plixpay.com). EMPS may also notify you as to any (potential) fraudulent transactions or as to any warnings of attacks (e.g. phishing emails) via the EMPS website.

13.7. We may suspend your access to the e-money Account or otherwise restrict its functionality on reasonable grounds relating to the security of the e-money Account or any of its security features or if we reasonably suspect that an unauthorised or fraudulent use of your Account has occurred or that any of its security features have been compromised. We will notify you of any suspension or restriction and of the reasons for such suspension or restriction in advance on the EMPS website or, where we are unable to do so, immediately after the suspension or restriction has been imposed, unless notifying you would be unlawful or compromise our reasonable security interests. Notices will be accessible after login. We will lift the suspension and/or the restriction as soon as practicable after the reasons for the suspension and/or restriction have ceased to exist.

13.8. All reasonable care must be taken to ensure that your email account and phone number are secure and only accessed by you, as your email address and phone number may be used to communicate with you about the security of your e-money account or about your login details. In case any of the email addresses/phone numbers registered with your e-money Accounts, if any, are compromised, you should without undue delay after becoming aware of this, contact Customer Service and also contact your email service provider/mobile telephone operator as soon as you become aware of the breach.

13.9. You must always ensure that your login details are not stored by the browser or cached or otherwise recorded irrespective of whether you are using your own personal computer, at home or at work or using a public computer. You should never use any functionality that allows sensitive information to be stored by or on the computer you are using.

13.10. On the operating system on the device from which you are accessing the Services you should use security protecting tools such as e.g. antivirus software, firewalls. If you are connecting to the EMPS website via any internet browser, please make sure the connection is secure. You do that by checking the colour of the padlock that is placed before the webpage address. If the padlock is green the connection is secure.

**14. RESTRICTED ACTIVITIES**

14.1. In connection with the use of the Services, you are obliged to respect the Terms and Conditions, the Privacy Policy, our security policies and thereby declare that you will not:

- a. breach in any form the provisions of these Terms;
- b. breach any law, statute, contract, or regulation (for example, those governing financial services including anti-money laundering, anti-discrimination, consumer protections, false advertising, or unfair competition);
- c. infringe EMPS's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- d. provide false, inaccurate or misleading Information;
- e. fail to respect the right of EMPS to request additional Information about you or your business activities that we may ask for, acknowledging that the lack of such information may result in the suspension or cancellation of transactions or disruption/prevention of access to the Services;
- f. use the Services for any unlawful, invasive, infringing, defamatory or fraudulent purpose, especially related to unlicensed gaming platforms, drugs, arms or weapons, any other business activity requiring a license in the jurisdiction in which it operates without the licence, gaming operators from outside the EU;
- g. refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
- h. impersonate any person or entity or falsely claim an affiliation with any person or entity;
- i. attempt to undertake or be undertaking any action which could amount to unjust enrichment during the course of a Dispute by receiving or attempting to receive funds from both EMPS and the Merchant, or bank for the same Transaction;
- j. act in a manner that is offensive, defamatory, libellous, unlawfully threatening or unlawfully harassing;
- k. use an anonymising proxy;
- l. control an Account that is linked to another Account that has engaged in any of these Restricted Activities;
- m. conduct your business or use the Services in a manner that results in or may result in complaints, Disputes, Claims, Reversals, Fees, fines, penalties and other liability to EMPS, a third party or you;
- n. cause EMPS to receive a disproportionate number of Claims that have been closed in favour of the claimant regarding your Account or business;
- o. have a credit score from a credit reporting agency that indicates a high level of risk associated with your use of the Services;
- p. use your Account or the Services in a manner that EMPS, or our bank acquirer and/or payment processors reasonably believe to be an abuse of the bank's reversal process;
- q. allow your Account to have a balance reflecting an amount owing to us;
- r. access the Services from a restricted territory;
- s. send unsolicited email to a User or use the Services to collect payments for sending, or assisting in sending, unsolicited email to third parties;

- t. take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- u. facilitate any viruses, Trojan horses, worms, denial of service attacks or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information;
- v. use any robot, spider, other automatic device, or manual process to monitor or copy the EMPS website without our prior written permission;
- w. use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our website or the Services;
- x. copy, reproduce, communicate to any third party, alter, modify, create derivative works, publicly display or frame any content from the EMPS website(s) without our or any applicable third party's written consent;
- y. take any action that may cause us to lose any of the services from our third party service providers;
- z. reveal your Account login details to anyone else, nor may you use those of anyone else's. We are not responsible for losses incurred by you including, without limitation, the use of your Account by any person other than you, arising as the result of misuse of login details, including the SMS code and password;
- aa. do/omit to do, or attempt to do/omit, any other act or thing which may interfere with the proper operation of the Service or activities carried out as part of the Services or otherwise than in accordance with the terms of these Terms.

#### **15. COMPLAINTS - SUPPORT AND COMPLAINT PROCEDURE:**

15.1 If you have any questions or are seeking to lodge a complaint, contact EMPS in writing. We recommend sending messages:

- a. via the User Panel available to the Customers after logging in to their Accounts;
- b. by e-mail to [info@plixpay.com](mailto:info@plixpay.com); and/or
- c. by registered mail to the following address: EMP Systems Limited, Parthenon Building, Hughes Hallet Street, Sliema, SLM 3141, Malta.

15.2 Every complaint shall specify:

- a. the reason for the complainant;
- b. the name and surname of the owner of the e-wallet;
- c. the number of the e-wallet;
- d. type (payment in / withdrawal / charge);
- e. the amount and currency of the transaction;
- f. the date and time of the transaction;
- g. contact details (e-mail address, contact telephone number, mailing address).

15.3 EMPS shall not respond to any anonymous complaint. In the case of a card transaction, the letter of complaint should also state the number of the payment card, the transaction amount and date.

15.4 The Customer must lodge a complaint without delay, in any case by the limits specified below, counting from the moment the irregularity was discovered:

15.4.1. unauthorized, not performed or incorrectly performed payment transactions - the Customer shall submit a complaint within:

- a. 13 months of the date of debiting of the account, including the payment card account or of the date when the payment transaction was supposed to be carried out – in the case of payment transactions causing the account, including the payment card account, to be credited or debited – in regard to Individual Customers;
- b. 30 days of the date when the Customer received a statement for the current billing cycle in the case of card transactions causing the payment card account to be credited or debited – in regard to Corporate Customers;
- c. 3 days of the date when the Customer received a notice regarding the non-authorized or incorrectly performed payment transaction from EMPS or another Payment Service Provider, or within 3 days of being otherwise informed, whichever occurred first – in the case of payment transactions causing the account, including the payment card account, to be credited or debited – in regard to Corporate Customers;

15.4.2 identified errors other than those listed above, including incorrect charging of fees and commissions, the Customer shall submit a complaint within:

- a. 30 days of the date when the Customer received a statement for the current billing cycle in the case of card transactions causing the payment card account to be credited or debited,
- b. 14 days of the date when the Customer was provided with a listing of transactions – in the case of payment transactions causing the account, excluding the payment card account, to be credited or debited.

15.5. If a complaint is lodged after the time limit stated above, the Customer's claims concerning non-authorized, non-performed or incorrectly performed payment transactions may be deemed to be late and not meriting consideration.

15.6. If the resolution of the complaint requires any additional information or documents to be supplied by the Customer, the Customer shall supply the same to EMPS without delay at every request. The response or failure to respond to queries by EMPS as well as the content of the explanations provided by the Customer in their response may affect the decision whether to accept or reject the complaint.

15.7. EMPS shall process complaints regarding the payment gateway, including the selected card payment method and shall support Customers, providing them with relevant information in the process of complaint resolution without delay, as soon as possible.

15.8. EMPS shall process a complaint within 30 days of the date when the complaint is received or, if additional explanatory procedure were required, from the date the complaint is supplemented with the required information and/or documents, according to this Paragraph. In complicated cases preventing the complaint from being resolved within 30 days, EMPS shall:

- a. advise the person making the complaint about the causes of the delay;
- b. state the facts which must be established in order for the complaint to be resolved;
- c. state the expected time of complaint resolution which, where the complaint was lodged by a Customer who is a natural person, may not exceed 60 days from the date of receipt of the complaint.

15.9. EMPS shall notify the Customer about the resolution of the complaint in writing, by e-mail to the address of the person making the complaint or by sending a message via the User's Panel.

15.10. If the Customer lodges a complaint without delay after the reasons for it arose, this will make it easier for EMPS to resolve the complaint more quickly.



15.11. If the complaint is accepted, the refund shall be made in the same electronic form as the original payment transaction, as EMPS does not do cash refunds or refunds using other form of settlement than electronic money.

## **16. LIMITATION OF LIABILITY**

16.1. In case of a Claim arising from a payment that was incorrectly executed due to an error by us, we shall, in the event that we at our sole reasonable discretion agree that the execution was incorrect, at your request immediately refund the payment amount including all fees deducted therefrom.

This shall not apply:

- a. Where the Claim arises from your failure to keep security information of your e-money account, such as login or authentication details, safe in which case you shall remain liable.
- b. If you fail to notify us without undue delay of any loss of your login or authentication details, or other event that could reasonably be expected to have compromised the security of your e-money Account after you have gained knowledge of such event in which case you shall remain liable for losses incurred up to your notification to us.
- c. The transaction was not authorized and the User caused a threat to the security of his/her electronic money account as a result of gross negligence.
- d. If you fail to dispute and bring the unauthorised or incorrectly executed Transaction to our attention within six (6) months from the date of the Transaction, you shall be solely liable for any damage caused.

16.2. You are asked to check the Transactions history of your e-money Account regularly and frequently and to contact Customer Service immediately in case you have any questions or concerns.

16.3. In the event of any mistake leading to an incorrect or misdirected payment, we shall take reasonable measures to assist the User with tracing and recovering such payments. The information and explanations regarding the User's conduct and security rules are for information and support purposes only. EMPS makes no guarantees and is not responsible for the full effectiveness of the User's security procedures used by the User.

16.4. Subject to the foregoing, EMPS shall not be liable for any disruption or impairment of our Service or for disruptions or impairments of intermediary services on which we rely for the performance of our obligations hereunder, provided that such disruption or impairment is due to abnormal and unforeseeable circumstances beyond our reasonable control or the control of the intermediary affected.

16.5. EMPS shall not be liable for any indirect or consequential losses including but not limited to loss of profit, loss of business and loss of reputation. We shall not be liable for any losses arising from our compliance with legal and regulatory requirements.

16.6. Nothing in these Terms shall operate to exclude liability for death or personal injury due to negligence or for fraud or fraudulent misrepresentation or for any statutory liability that cannot be excluded.

16.7. Our obligation under these Terms is limited to providing you with an electronic money account and other intrinsic e-money payment services and we do not make any statement in relation to or endorsement of the quality, safety or legality of any goods or services provided by a User.

16.8. EMPS shall not be liable for the assessment or payment of any taxes, duties or other charges that arise from the underlying commercial Transaction between you and Merchant and/or another User.

16.9. You agree to reimburse or compensate us and hold us and our other companies in EMPS corporate group harmless from any Claim, demand, expenses or costs (including legal fees, fines or penalties) that we incur or suffer due to or arising out of your or your agents' breach of these Terms, breach of any applicable law or regulation and/or use of the services. This provision shall survive termination of the relationship between you and us.

16.10. EMPS makes no representations or guarantees regarding users utilizing our Service. Any use of our Services in no way represents any endorsement by EMPS of a user's existence, legitimacy, competence, ability, policies, practices, or beliefs. EMPS does not have control of or hold any liability whatsoever, for goods or services that are paid for through the Services.

#### **17. RETURN / CHARGEBACK/ REFUND POLICY:**

17.1. A payment made through the agency of EMPS cannot be cancelled by the Customer and/or Merchant on their own otherwise than by way of Refund and/or Chargeback.

17.2. A Chargeback is a way to obtain a refund for payment transactions made online with a payment card and it allows the Customer to recover money from an unreliable seller through the agency of the Intermediary Institution or a Card Organization. Such protection is only available in regard to card payments. After a complaint is registered, if permitted by the regulations of the Card Organization (whose logo is presented on the payment card used in the transaction – VISA or MasterCard, as appropriate), the Chargeback procedure begins. In the course of the procedure, EMPS sends the complaints to the system of the relevant Card Organization via the Intermediary Institution. Following the lodging of a Chargeback complaint, the card issuer determines the facts of the disputed transaction and based on the evidence collected, the card issuer decides whether the customer's complaint is legitimate or not.

17.3. In such cases, the Customer has the right to claim a refund on the basis of the Chargeback procedure (only applicable to card payments):

- a. a discrepancy has occurred between the correct amount (or currency) of the transaction and the one paid by card,
- b. the transaction has been settled more than once,
- c. the transaction has been settled in a different amount or currency than the one accepted by the customer when originating the transaction,
- d. the service or product paid for by card has not been delivered,
- e. the acquirer has sent a settlement of a transaction which was earlier cancelled,
- f. the customer tried to pay for the goods or service by card but the transaction failed and the customer paid for the goods or service in another way. Nevertheless, the card has been debited for the failed transaction,
- g. the customer has been charged for a service which the customer did not order,
- h. the purchase has been sent back but the money has not been refunded.

17.4. When verifying a Chargeback claim, EMPS may request the Customer whose card was used in the disputed transaction to provide additional documents related to the event without delay, including:

- a. confirmation of the cancellation of the card transaction, if the transaction was cancelled,
- b. the code or number of the cancellation of the card transaction, if the transaction was cancelled,
- c. confirmation of card payment,
- d. confirmation of the fact that the card transaction was not completed,
- e. confirmation of the return of the goods or cancellation of the service - if the goods were returned or the service cancelled.

17.5. The Customer must produce the required documents within 7 days of the date of receipt of the request from EMPS, unless the Customer requests an extension of the time limit. If the Customer fails to provide the requested documents to EMPS, this may prevent the completion of the complaint procedure according to the regulations of the Card Organizations and result in refusal to accept the claim.

17.6. In the event of a complaint regarding a card transaction which the Customer denies having made, EMPS may request the Customer to provide a document, within 7 business days, confirming that a report was made to the law enforcement authorities that the card transaction was made by an unauthorized person and the card has been reported lost or stolen.

17.7. The Chargeback procedure may not be acknowledged by the Card Organizations in all cases where a card transaction was made. If the complaint is rejected and the chargeback procedure cannot be applied, this shall not be a basis for EMPS's liability. The Customer shall release EMPS from all liability for any negative consequences of the refusal to accept a chargeback complaint.

17.8. All refunds to the Customers for transactions with a Merchant shall be subject to the following rules:

- a. the Merchant shall be solely responsible for refunds, including any extra charges or penalties related to such refunds charged by EMPS or the Intermediary Institutions; this is particularly the case of Refund or Chargeback fees;
- b. the fees and charges charged by EMPS for the completed payment which was then subject to the refund procedure will not be refunded to the Merchants;
- c. if the Customer lodges a claim for a refund for a payment, EMPS shall notify the Merchant about this without delay;
- d. The Merchant must closely cooperate with EMPS to clarify the circumstances concerning the refund for a payment and in this regard provide relevant information and required documents without delay, in any case within 5 days;
- e. the refund for a payment is made through the same channel as the original payment;
- f. all the refunds handled by EMPS for the Merchant shall result in an appropriate reduction of the balance of the Merchant Account. If the Merchant has already been paid the funds for the payment subject to refund, the relevant amount will be deducted from the subsequent disbursement. If the funds earmarked for future disbursements prove to be insufficient to cover the cost of the refund, then the Merchant shall pay the remainder on the basis of an invoice or debit note issued by EMPS by the date stated in the invoice (in any case not sooner than 7 days),
- g. EMPS reserves a right to terminate the Agreement forthwith in the event that EMPS does not receive payment for the unrealized refund by the date stated in the invoice.

17.9. If the Customer reports a claim, including a refund request in connection with a payment made at the Merchant's, EMPS shall be entitled to lock funds in the Merchant Account as necessary to cover the full amount of the claim. The placement of such a lock will not limit the Merchant's ability to dispose of any other funds in the Merchant Account in excess of the disputed amount.

17.10. Funds may be locked in the Merchant Account when reasonably necessary in order to protect EMPS or the Intermediary Institutions against a risk of liability. This includes in particular instances of the risk of liability in connection with card payments where the risk may last at least until the lapse of the time available for a Chargeback or Refund operation.

17.11. EMPS shall release the locked funds when EMPS deems that the transaction risk or the risk connected with the User / Merchant or its business has ceased to exist. The User / Merchant must closely cooperate with EMPS in order to determine if said risk has ceased to exist, especially by providing necessary information or documents which may reasonably be requested given the circumstances of the case.

17.12 If, after receiving a complaint concerning a payment service, EMPS locked funds in the Customer's e-wallet corresponding to the total amount of credit due to the complaint, then:

- a. if the complaint is accepted, EMPS will unlock that amount,

- b. if the complaint is rejected or the Intermediary Institution has made a direct refund into the account, EMPS shall unlock the amount and debit the Customer's e-wallet for the disputed charge or payment transaction with a commission, if any, charged on the basis of the disputed payment transaction.
- c. has paid the disputed charge or transaction amount with commission assessed on the basis of the disputed payment transaction, then if the complaint is rejected or or the Intermediary Institution or another entity has made a direct refund, EMPS shall debit the e-wallet for that amount with the value date of the crediting of the e-wallet regardless of the account balance,
- d. did not credit the Customer's account with the disputed charge or transaction with a commission charged on the basis of the disputed payment transaction, then if the complaint is accepted, EMPS shall credit the e-wallet with the amount of the disputed charge or transaction amount including commission assessed on the basis of the disputed payment transaction.

17.13. EMPS shall notify the Customer about the resolution of the complaint in writing, by e-mail to the address of the person making the complaint or by sending a message via the User's Panel.

17.14. If the Customer's complaint is accepted, the date when the claim will be paid will be stated in the response to the complaint. The time limit for the satisfaction of the Customer's claim is maximum 30 days of the date of the response to the complaint.

17.15. If the claim stated in the complaint is not accepted, the Customer may:

- a. appeal to EMPS against the response to the complaint within 30 days of receipt of the response, following the procedure applicable to the original complaint,
- b. disputes which cannot be resolved amicably shall be brought to The Malta Arbitration Centre according to the arbitration act, chapter 387 of Maltese legislation.
- c. Customers may also lodge complaints against EMPS's financial services to the Complaints Manager appointed by the Malta Financial Services Authority (MFSA), which – according to Article 20 of the Malta Financial Services Authority Act processes complaints lodged by retail customers concerning or being in connection with transactions handled by financial service providers.

## **18. FORCE MAJEURE**

18.1. EMPS shall not be liable for any economic loss, delay or failure in performance of any part of this agreement to the extent that such loss, delay or failure is caused by fire, flood, explosion, accident, war, strike, epidemic embargo, governmental requirements, civil and military authority, any other Act of God, civil unrest, data trespass, inability to secure materials or labour, action of the User or any other cause beyond EMPS's reasonable control.

## **19. AMENDMENTS**

19.1. At any time, for important reasons, EMPS may amend, delete or add to these Terms and Conditions, including the Fees and other amounts which apply to your Account (an "Amendment") by giving notice of such Amendment by posting a revised version of these Terms or/and Fees on the EMPS website/websites. Any stylistic and changes to the content of the Regulations, as well as changes in data registered by EMPS, which do not affect the User's rights and obligations in any way, shall not be considered a change to the Terms within the meaning of this paragraph.

19.2. The User will be notified of changes in the Terms or/and Price List by an email message to the address provided during registration or through the Messages section in the User Panel. By logging onto the EMPS website after the date the email was received, the User expresses implied consent and acceptance of the amended Terms.

19.3. A User who does not agree with the changes to the Terms has the right to terminate the Agreement without paying any fees. At the latest on the date of termination of the Agreement, the Account Holder is obliged to pay the

fees and commissions due to EMPS. The User may close the Account at any time and free of charge (in addition to any fees for the withdrawal of electronic money held in that Account), but should be aware that one may be obliged, after closing the Account, to any charges the User may have caused and for which one is responsible prior to closing the Account, in particular, those under Section 10.

## **20. INTELLECTUAL PROPERTY RIGHTS**

20.1. The User acknowledges that any and all of the copyright, trademarks, trade names, patents and other intellectual property rights subsisting in or used in connection with the Services shall be and shall remain the sole property of EMPS or such other party as may be identified from time to time. User shall not, throughout the duration as well as after the termination of these Terms (whether in whole or with respect to support only), question or dispute the ownership by EMPS or such mentioned other party.

20.2. EMPS and the User agree and acknowledge that these Terms provide the User with a right to use the EMPS system but not to use or in any other way expose the EMPS logo or any other intellectual property of EMPS unless otherwise specifically agreed to in writing. In the event the User reasonably needs to use intellectual property owned by EMPS, the User shall submit a written request containing the reasoning for the same to EMPS.

## **21. SEVERABILITY**

21.1. Whenever possible, each provision of these Terms shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of these Terms is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of these Terms.

## **22. INTERPRETATION**

22.1. The interpretation of these Terms and Conditions shall not be affected by its headings.

## **23. ENTIRE AGREEMENT**

23.1. These Terms, together with the Privacy Policy contain the entire agreement between you and EMPS and supersedes all or any previous agreements, whether oral or in writing, made between you and EMPS hereto with regard to the subject matter hereof.

## **24. APPLICABLE LAW AND JURISDICTION**

24.1. This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in all respects in accordance with the Laws of Malta.

24.2. The Parties hereby undertake and agree that any dispute, controversy or claim which any of them may have under or relating to this Agreement (including, without limitation, any dispute, controversy or claim relating to the existence, validity or termination of this Agreement) which shall not be possible to resolve amicably, shall be referred to the Malta Arbitration Center for resolution in accordance with the Arbitration Act, Chapter 387 of the Laws of Malta. The arbitration tribunal shall be composed of a single arbitrator to be appointed by the Chairperson of the Malta Arbitration Centre which shall conduct its proceedings in Malta in accordance with the Rules of the Malta Arbitration Centre as may from time to time be in force. The award shall be final and binding upon the Parties. Nothing in this Agreement shall limit the Parties' right to enforce an arbitration award in any applicable competent court of law, according to the jurisdiction of Malta.

## **25. PERSONAL DATA PROTECTION**

25.1. EMPS as the Controller of personal data of Users/Account Holders/Partners undertakes technical, physical and administrative actions aimed at ensuring proper protection of User Personal Data against loss, improper use,

as well as unauthorized access, disclosure and change. Appropriate security measures are applied, such as firewalls, data encryption, physical access control to databases and authorisation control of access to information.

In connection with the performance of the Service and in connection with its Privacy Policy, EMPS stores and processes your personal data as well as transactional data, any records that we encounter during our customer identity verification process, as required by the Anti-Money Laundering Act, such as financial history, criminal records, sanctions lists, PEP lists (Politically Exposed Person, e.g., a person holding a political office or functioning in a political environment), records of communication between you and us in writing (email, letter, fax), other written documents or records of telephone conversations or other voice conversations, information collected by “cookies”, through the website, your IP address, login times, operating system and browser type, data of your visits to our website, including, but not limited to, traffic data, location data.

#### **25.2. Information regarding data protection rules:**

- a. The Controller of personal data of the User / Account Holder / Partner is EMP Systems Limited with its registered office in Malta, Parthenon Building, Hughes Hallet Street, SLM 3141, Malta, entered into the Register of Entrepreneurs under number C 64728.
- b. Personal data may be processed for the following purposes: concluding and performing the Agreement, verifying the User, creating an Account, performing any Services available on the EMPS website(s), direct marketing of EMPS' own products or services, including analytical purposes (including the use of profiling), statistical and internal reporting of EMPS, handling complaints, ensuring the security of legal and business transactions, asserting claims, archiving.
- c. EMPS may process the personal data of the Account Holder for the purpose of direct marketing of its own products or services pursuant to Article 6(1)(f) of the General Data Protection Regulation (GDPR).
- d. EMPS may process and store personal data for up to 12 years from the date of expiry of its contractual obligation for the purposes of applying internal methods and other methods and models referred to in Part Three of Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (OJ L 176, 27.6.2013, p. 1, as amended).
- e. In order to properly provide EMPS Services, it may be necessary to provide certain collected information to other entities related to EMPS (including those within the scope of the EMPS Capital Group and external entities) responsible for conducting electronic transactions.
- f. You acknowledge that EMPS has the right and obligation to disclose data and information about you to the competent authorities and administrations of each country. By using the Services, you consent to the transmission of such information for the purposes of providing EMPS Services. In particular, you agree to disclose required information to the police and other law enforcement agencies, security services, authorized governmental institutions, intergovernmental institutions, market regulators and industry regulatory and other organizations.
- g. EMPS and its affiliates may share requested information (including, but not limited to, information collected by Financial Crime Agencies, MFSA's and others) and access and use such information (including information from other countries) to ensure the security of trading and to assist other Users of the financial market in risk assessment and management (including, but not limited to, the prevention of fraud, money laundering and terrorist financing).
- h. EMPS has the right to disclose required information to payment processors, auditors, customer service providers, credit reference and financial crime agencies, financial product providers, commercial partners, marketing and public relations service providers, operational service providers, agencies, trade services.



The purpose of such disclosure is to enable EMPS to provide you with the Services. Unless expressly stated otherwise, these entities may not use this information for purposes other than those for which it was made available to them under applicable laws and contracts.

25.3. The User has the right to access the content of his or her data and to rectify, supplement, update, transfer, limit and delete them.

25.4 The User's obligation to provide personal data results from legal regulations and is consistent with the objectives and assumptions of the concluded Agreement. Providing personal data is a condition of concluding the Agreement. If you do not provide personal data, it is not possible to conclude the Agreement. Providing personal data for marketing purposes is voluntary.

25.5 If you use EMPS services, you consent to the collection, use and sharing of your personal data in accordance with the Privacy Policy that complements these Terms and Conditions. Detailed information on this subject is contained in the Privacy Policy available at the website.

25.6 If you need more information or help with your personal data, please contact our Data Protection Officer at **dpo@empsgroup.com**.

