### Terms and Conditions relating to the limited network 24CashWallet – effective November 2017

These Terms and Conditions apply to all 24CashWallet made available to the customer by Studiotechnico s.r.o. (Hradna ul. 9/2 Komarno 945 01 SK)

#### INTRODUCTION

The 24CashWallet is available in euro (EUR or  $\in$ ) only. The 24CashWallet is not a credit card or a charge card; nor is it a debit card linked to a current account or a bank account. It is a prepaid wallet which means that money must be loaded onto the 24CashWallet at the time of registration. Following registration, users can use the 24CashWallet directly and execute transactions (e.g. to pay for purchases) at Participating Retailers. The 24CashWallet is made available by Studiotechnico s.r.o. and is subject to these Terms and Conditions and the terms and conditions of Studiotechnico s.r.o.

Certain limits apply to the 24CashWallet. A maximum value of EUR amount allowed by the applicable laws may be loaded onto the 24CashWallet at the time of registration; the minimum load value is EUR5. Only full EUR5 amounts (or multiples thereof) may be loaded onto the 24CashWallet. Additional amounts may be loaded onto the 24CashWallet at any time. Interest will not be payable in respect of 24CashWallet balances.

### **1. DEFINITIONS**

1.1 In these Terms and Conditions the following definitions apply:

"24CashUp" means the mobile phone application enabling to access the 24CashWallet.

"24Cash Kiosk" means the device at the Participating Retailers, available publicly in accordance with the terms and conditions of such Participating Retailers, forwarding the 24CashWallet Transactions.

"24Cash Mobile Trader" means the contractual partner of Studiotechnico that forward the registration of the 24CashWallet.

"24CashWallet" means the 24CashWallet, a prepaid digital wallet denominated in euro, or any replacement digital wallet which we make available to you from time to time.

"24CashWallet Transaction" means any transaction whereby the 24CashWallet is used for a transaction including, payment for goods and/or services, the transfer of an amount to a payment device at Participating Retailers or the loading of the 24CashWallet.

"Agreement" means the agreement with you constituted by the Digital Registration Page incorporating these Terms and Conditions together with acceptance via the Digital Registration Page by and/or the making available of 24CashWallet by us.

"Business Day" means any day from Monday to Friday excluding European bank holidays.

"Digital Registration Page" means the registration surface completed by you of which these Terms and Conditions form part.

"Online Systems" means together the systems and tools made available by us to you from time to time including, without limitation the 24CashUp and 24Cash Kiosk.

"Participating Retailer" means a supplier of goods and/or services which has agreed to accept the 24CashWallet as payment for goods and/or services. A list of participating retailers can be found on the Website.

"Personal Data" means any information relating to an identifiable individual as defined in any applicable data protection law.

"Programme Partner" means a corporate body or organisation that signed up for the 24CashWallet.

"Studiotechnico", "We" (or "we") or "us" means Studiotechnico s.r.o. whose registered office is at Hradna ul. 9/2 Komarno 01 SK, and any business or other person to whom any or all of our rights and responsibilities under this Agreement may be transferred or delegated.

"Website" means the 24CashWallet website www.24cash.cash or such other web address as may be notified to you by us from time to time.

"You" (or "you") and "Your" (or "your") means the person completing a Digital Registration Page whose registration has been accepted.

1.2 In this Agreement:

(a) the headings are for ease of reference only and do not affect the construction of the Terms and Conditions;

(b) words in the singular shall include the plural and vice versa;

(c) a reference to a document is a reference to that document as varied or novated in each case, other than in breach of the provisions of this Agreement at any time;

(d) a reference to a party shall include that party's personal representatives, successors or permitted assigns;

(e) a reference to writing or written includes faxes and email.

#### 2. 24CASHWALLET

2.1 The use of the 24CashWallet is subject to the terms of this Agreement as may be varied by us from time to time. The current version of the terms and conditions is available on the Website. Registration and usage of the 24CashWallet constitutes your acceptance of these terms and conditions.

2.2 The 24CashWallet will be personalised. The 24CashWallet is not transferable by delivery. We will assume, unless and until you tell us to the contrary, that the person who uses the 24CashWallet at any time is the rightful user of the 24CashWallet.

2.3 The 24CashWallet will normally be available for use from the date of registration; the 24CashWallet may not be used in the intervening period that is until we accept your registration.

2.4 Your user name will be the email address given by you during your registration on the Digital Registration Page and/or you will be assigned by a six digit user ID generated by the Online Systems and – in the case the Online Systems so require - you will need to give a password (the identifier data).

2.5 Please record your 24CashWallet identifier data or retain the digital receipt as proof of registration; the 24CashWallet identifier data will be needed to redeem your 24CashWallet balance if you forgot that or your identifier data is stolen (see Clauses 10 and 11 of these Terms and Conditions).

2.6 You may use the 24CashWallet, in accordance with any instructions issued by us from time to time, until the 24CashWallet balance reaches zero, at which point this Agreement will not automatically terminate but your right to use the 24CashWallet for 24CashWallet Transactions will intermit until the 24CashWallet is loaded again.

2.7 The 24CashWallet belongs to us. The use thereof must be ceased immediately upon request. We or any person acting on our behalf may retain the use of the 24CashWallet at any time without notice to you.

## **3. FUNDS PROTECTION**

3.1 The 24CasWallet is an exempted electronic money product and is made available by us. We keep all money exchanged for the 24CashWallet in a bank account which is separate and segregated from the assets of Studiotechnico. This means, in the unlikely event of Studiotechnico becoming insolvent your money is protected and will be available for return to 24CashWallet holders.

3.2 No financial services compensation scheme covers claims made in connection with the issuing of electronic money and exempted electronic money products.

# 4. PROTECTING YOUR 24CASHWALLET

- 4.1 You must:
- (a) treat the 24CashWallet as if it were cash;

(b) take all reasonable care and precaution in the custody of the 24CashWallet and the identifier data belonging thereto and ensure that the 24CashWallet identifier data is not lost, mislaid or stolen;

(c) not disclose the identifier data to any person and must not be written on any device which usually can be used to access the 24CashWallet;

(d) keep your identifier data written on safe and dispose of the transaction receipts carefully; and

(e) never give your 24CashWallet identifier data, access right or any other 24CashWallet information to anyone unless you know who they are and why they need such information.

## 5. USING YOUR 24CASHWALLET

5.1 The 24CashWallet may only be used in Participating Retailers. The up to date list of Participating Retailers is available on the Website; the list of Participating Retailers may change from time to time.

5.2 We will debit the amount of all 24CashWallet Transaction to the 24CashWallet, at the time that the transaction takes place. You must not use the 24CashWallet to spend more than the 24CashWallet balance at any time. If you attempt to spend more than the 24CashWallet balance your transaction may be declined.

5.3 You cannot stop a 24CashWallet Transaction after it has been authorised (as set out in Clause 12.1). The amount of the 24CashWallet Transaction must be confirmed with the Participating Retailer at the time of authorisation.

5.4 We will not issue statements. You can obtain your 24CashWallet balance or obtain information about previous 24CashWallet Transactions at a 24Cash Kiosk or at the place of your registration at the 24Cash Mobile Trader. You are responsible for monitoring your 24CashWallet balance and for ensuring that there are sufficient funds on the 24CashWallet at all times to pay for 24CashWallet Transactions. The up to date 24CashWallet balance and any recent 24CashWallet Transaction will be available to view the same date.

5.5 If at any time you believe that a 24CashWallet Transaction has been incorrectly debited to your 24CashWallet you must notify us immediately by writing to the helpdesk@24cash.cash and in any event within five days of the date of the 24CashWallet Transaction. If requested, you must put your query in writing. We will investigate the transaction and, if appropriate, reinstate the balance on your 24CashWallet on completion of our investigation if the transaction is found to be fraudulent, unauthorised and completed without any negligence on your part.

5.6 If the amount of a transaction which you wish to make using your 24CashWallet is greater than the available balance we may decline the initiated transaction.

5.7 If you leave any funds dormant in your 24CashWallet and you do not initiate a 24CashWallet Transaction, we may be required by law to deem the funds to be abandoned by you, and to deliver them to various government agencies. To the extent required by law, we will attempt to provide you notice if we observe that you have dormant funds. If we are unable to contact you, we will treat the funds in your 24CashWallet to be abandoned, and will deliver them to the appropriate government authority.

5.8 Neither us nor our contractual partners will be liable for any defects in any goods or services paid for using the 24CashWallet. Any queries or complaints about such goods or services should be addressed to the relevant Participating Retailer(s).

## 6. FEES AND CHARGES

#### Fees

6.1 The amounts of fees and details of when they will be payable are set out in the table below.

## Fees & Charges Table

Category	Amount
Registration fee	EUR20
Redemption Fee	EUR0 (zero)
Investigating transactions	EUR25 per transaction
Requesting balance in writing	EUR10 per request

## 7. CHANGES

7.1 We reserve the right at all times to introduce new terms and conditions and/or to vary or amend the existing terms and conditions by giving you 30 days' notice thereof on the Website or by whatever means we, in accordance with applicable legislation, deem appropriate at that time, in which circumstances you shall be free to terminate this Agreement. In the absence of any prior notice to the contrary, you will be deemed to have accepted such revised terms and conditions with effect from their notified effective date.

7.2 We reserve the right at all times to vary any and/or all applicable fees and charges by giving you 30 days' notice thereof by whatever means we, in accordance with applicable legislation, deem appropriate, save where the variation is to your benefit in which circumstances we may implement such variation with immediate effect and notify you thereafter.

### 8. RESTRICTIONS ON USE OF THE 24CASHWALLET

8.1 The following 24CashWallet limits will apply:

Minimum Load Amount	EUR5
Maximum Load Amount per year	EUR50,000
Maximum Load Amount per day	EUR2,000
Maximum Load Amount per month	EUR250, provided that at (a) the 24CashWallet registration or (b) any loading, you provide us with the copy of your identity card or passport, a document attesting your address and a photo about you, via the 24CashUp.

The amount you pay onto the 24CashWallet must be in multiples of EUR5.

8.2 We may, at our reasonable discretion and without prior notice to you, restrict the use or operation of the 24CashWallet in circumstances where:

• you are in breach of this Agreement

• we have reasonable grounds to suspect unauthorised use of the 24CashWallet, fraud, theft or dishonesty; or

• we have any legal, regulatory or other objectively justifiable reason.

In such circumstances, we will be entitled to take such steps as we consider reasonably necessary to:

- block the use or operation of the 24CashWallet;
- refuse or decline a new 24CashWallet registration;
- suspend or restrict your right to use the 24CashWallet;
- terminate the 24CashWallet; or
- withdraw the 24CashWallet.

Where the 24CashWallet is blocked, and you believe it may be because of the circumstances above please contact us on the email address helpdesk@24cash.cash and we will advise you as to how the block may be removed.

8.3 You must not use the 24CashWallet:

- (a) after any notification of its withdrawal is given to you;
- (b) for 24CashWallet Transactions once the 24CashWallet balance reaches zero;

(c) as payment for any illegal transactions (e.g. money laundering, financing of terrorism, with or in respect of persons on any sanction list).

# 9. RESTRICTED TRANSACTIONS

9.1 The 24CashWallet can be used without limitation, in accordance with the terms of the Agreement, in any country of the World not listed on a sanction list of the EU, the UN, the USA or any relevant local country.

9.2 The 24CashWallet cannot be used in automated teller machines ("ATMs") to obtain cash but if a reasonable ground exist an appropriate 24Cash Kiosk or a Participating Retailer may provide refund in cash during a 24CashWallet Transaction.

9.3 The 24CashWallet may be used to purchase goods or services by mobile phone or online from selected Participating Retailers.

### **10. REDEMPTION**

10.1 You may at any time request redemption of the remaining credit balance on the 24CashWallet. Initiate your redemption request of the remaining balance on the 24CashWallet to a direct payment access (e.g. bank account, credit card) to the 24CashWallet if you have one. If you don't have such an access then create one and initiate your redemption request of the remaining balance on the 24CashWallet following the access exists.

10.2 If you wish to redeem the balance you may be required to submit documentation to us for purposes of identification in accordance with our customer due diligence process.

10.3 If you registered for a 24CashWallet from a corporation/business (including a third party), we reserve the right to notify the corporation of the redemption request.

10.4 If you registered for a 24CashWallet from or via a Programme Partner, we reserve the right to notify the Programme Partner of the redemption request.

#### 11. THEFT, LOSS OR MISUSE OF 24CASHWALLET

11.1 You should treat the 24CashWallet as if it were cash. If the 24CashWallet is lost, stolen, damaged or fails to operate correctly or if the 24CashWallet or the identifier data becomes known to any unauthorised person you must immediately notify Customer Services (details below). You must quote the 24CashWallet registration data; if you do not quote the 24CashWallet registration data, we will not be able to cancel the 24CashWallet. Notification must be made in writing to:

Studiotechnico s.r.o.

Hradna ul. 9/2 Komarno 945 01 SK

11.2. Provided that you have not acted fraudulently or without reasonable care you will remain liable for any debit to the 24CashWallet by the unauthorised use of the lost or stolen 24CashWallet, subject to a limit of EUR50. If you have acted fraudulently, or without reasonable care you may be liable for the entire loss.

11.3 Following notification under Clause 11.1, if there is a credit balance on the 24CashWallet at the time the 24CashWallet or the identifier data is reported lost or stolen, we will cancel the balance on the

24CashWallet. We can not execute the cancellation if you do not tell us the 24CashWallet identifier data.

## **12. PARTICIPATING RETAILERS**

12.1 It will be necessary in all cases for a Participating Retailer to obtain authorisation from us or our agents to honour the 24CashWallet for a particular 24CashWallet Transaction; this is to ensure that there are sufficient funds on the 24CashWallet. We may refuse to authorise a 24CashWallet Transaction at any time if there are insufficient funds on the 24CashWallet.

12.2 A Participating Retailer may not be able to obtain authorisation from us in some circumstances (for example, if there is a problem with the phone line between the Participating Retailer's premises and our authorisation centre). If this happens neither we nor our partners or service providers will be responsible if you are unable to use the 24CashWallet for a particular 24CashWallet Transaction. Furthermore, neither we nor our partners or service providers will be liable for the refusal of any Participating Retailer to accept or honour the 24CashWallet for any reason.

12.3 If a Participating Retailer becomes liable to make a refund to you we will not credit the amount of any refund to the 24CashWallet; refunds are a matter between you and the relevant Participating Retailer.

12.4 The list of Participating Retailers may change from time to time and Participating Retailers listed may withdraw from the programme at any time. A list of currently participating Participating Retailers is available on the Website and/or at the 24CashWallet registration places.

### **13. GENERAL**

13.1 Studiotechnico will not be liable for any delay or failure in performing any of its obligations in respect of the use of the 24CashWallet where such delay or failure occurs because of any circumstances beyond Studiotechnio's reasonable control.

13.2 The accounts and records kept by us or on its behalf shall, in the absence of an obvious error, constitute sufficient evidence of any facts or events relied upon by us in connection with any 24CashWallet Transaction or matter or dealing in relation to the 24CashWallet.

13.3 Details of the 24CashWallet may be disclosed to us and to any person acting as our agent in connection with the use or issue of the 24CashWallet.

13.4 Except for any of our subsidiary, or any person to whom we assign our rights and obligations, a person who is not a party to this Agreement has no rights under any applicable law to enforce or enjoy the benefit of any term of this Agreement.

13.5 If any provision, or part of a provision of this Agreement is deemed invalid or unenforceable to any extent of for any purpose, this shall not affect its validity or enforceability for the purposes or the remaining provisions (or the rest of the provision in question), but it shall be deemed to be severed to that extent for that purpose.

13.6 Failure or delay by us in enforcing or partially enforcing any provision of these Terms and Conditions will not be construed as a waiver of any of its rights under these Terms and Conditions.

13.7 If any dispute arises out of this Agreement or these Terms and Conditions, the parties will attempt to settle it by negotiation and/or mediation, but in the event that settlement is not achieved within 14 days the parties will be free to commence court proceedings.

13.8 All communications under this Agreement will be in English.

13.9 If not otherwise set out in these Terms and Conditions the contact details:

For balance enquiries: visit the Website or write to the email address at helpdesk@24cash.cash.

For queries or disputes relating to previous transactions: visit the Website or write to the email address at helpdesk@24cash.cash.

13.10 Our contractual partners and/or we may record or monitor phone calls with you for training purposes, to enable instructions to be verified and to assess whether our service standards are being met.

13.11 Studiotechnico may transfer to any other person any or all of its rights and/or obligations under this Agreement. Studiotechnico may do this without telling you but your legal rights will not be affected and your obligations will not be increased as a result. Any person to whom you transfer or give the 24CashWallet will also be subject to these terms and conditions.

13.12 These Terms and Conditions and any provision thereof may be amended or varied by us at any time which will, in the absence of any contrary provisions, be in force following its publication.

13.13 This Agreement shall, in the absence of any mandatorily applicable law contrary thereto, be governed by and interpreted in accordance with Hungarian law and be subject to the exclusive jurisdiction of the Hungarian courts.

### **14. COMPLAINTS**

If you are not satisfied with any aspect of the service offered, please contact Customer Services in writing at the email address helpdesk@24cash.cash.

They will be pleased to help and explain the complaints procedure in more detail. A copy of the complaints procedure is available upon request. We and our partners will try and resolve your complaint as soon as possible. Often however, the complaint will need to be investigated. If this is the case, we will write to you within five Business Days to acknowledge receipt of your complaint and tell you how long it might be before your complaint is resolved.

If we have not been able to resolve your complaint to your satisfaction AND you have bought our product or services online:

The European Commission has established an online dispute resolution platform (ODR platform) which is specifically designed to help customers resident in the European Union who have been unable to resolve a complaint with traders established in the European Union from which they purchased goods or services online. You can submit your complaint online through the ODR platform in any of the official languages of the European Union.

You can access the ODR platform here at <u>http://ec.europa.eu/odr</u>

You will need our email address (helpdesk@24cash.cash), our website address (www.24cash.cash) and our location (Hradna ul. 9/2 Komarno 945 01 SK).

The 24CashWallet is made available by Studiotechnico s.r.o. Studiotechnico s.r.o is incorporated in the Slovak Republic with limited liability. Registered Office at Hradna ul. 9/2 Komarno 945 01 SK.

Effective from [November] 2017