

# Terms and Conditions



Global Payment Services

Version 1.0

## DOCUMENT CONTROL

### Ownership

<b>Author</b>	Diogo Mesquita , Juan Herrera
<b>Department</b>	Compliance
<b>Review frequency</b>	Biennial
<b>Responsible of the review</b>	Szandra Csadi
<b>Governing body responsible for the policy validation</b>	The board of directors

### Validation procedure

<b>Validation authority</b>	<b>Version</b>	<b>Type of review</b>	<b>Date</b>
The board of directors	v. 1.0	Validation	

### Version history

<b>Version</b>	<b>Date</b>	<b>Change description</b>
v. 1.0	18/12/2023	Initial Draft

## **SUMMARY**

### **1. OUR AGREEMENT WITH YOU**

- 1.1 Parties Involved**
- 1.2 Additional Documents**
- 1.3 Accessing Agreement and Policies**
- 1.4 Acceptance of Terms**
- 1.5 Important Considerations**

### **2. OUR SERVICES**

- 2.1 Money Transfers**
- 2.2 Recommended Use**
- 2.3 Third-party Agreements**

### **3. GETTING STARTED AND USING OUR SERVICES**

- 3.1 Profile Creation**
- 3.2 Profile Creation Process**
- 3.3 Individual Use Only**
- 3.4 Maintenance of Information**
- 3.5 Eligibility Requirements**
- 3.6 Restricted Persons and Countries**
- 3.7 Profile Limit**

### **4. SENDING MONEY**

- 4.1 Funding Instruments**
- 4.2 Bank Funded Payments**
- 4.3 Consequences of Incorrect Payments**
- 4.4 Processing Your Transactions**
- 4.5 Transaction Execution Time**
- 4.6 Information Needed for Processing Transactions**
- 4.7 Card Payment Authorization**
- 4.8 Transaction Information**
- 4.9 Accuracy of Transaction Details**
- 4.10 Rights and Protection**

### **5. PAYING FOR OUR SERVICES AND CURRENCY EXCHANGE**

- 5.1 Our Service Fee**
- 5.2 Payment Methods**
- 5.3 Additional Fees**
- 5.4 Currency Conversion and Exchanges Rates**

## **5.5 Third-party Fees**

## **5.6 Taxes**

## **6. RECEIVING MONEY**

### **6.1 Service Providers**

### **6.2 Verification**

## **7. IMPORTANT SERVICE RESTRICTIONS**

### **7.1 General Right Limit Use**

### **7.2 Transactions to High Risk Countries**

### **7.3 Restricted Activities**

### **7.4 Actions We May Take**

## **8. HOW AND WHY WE COLLECT PERSONAL INFORMATION**

### **8.1 Out Privacy and Cookies Policy**

### **8.2 Sharing Your Data Outside the EEA**

### **8.3 Customer Identification Program**

### **8.4 Government Disclosures**

### **8.5 Verifying your personal information**

## **9. ERROR RESOLUTION, CANCELLATION AND REFUND**

### **9.1 Error Resolution**

### **9.2 Refund before transaction completion**

### **9.3 Payment of Refunds**

### **9.4 Tracing your payments**

## **10. AGREEMENT DURATION**

### **10.1 Time**

### **10.2 Unilateral Rescission**

### **10.3 Cooling-Off Period**

### **10.4 Canceling in the Cooling-Off Period**

### **10.5 Conditions of Canceling during the Cooling-Off Period**

### **10.6 Data treatment after contract termination**

## **11. BELMONEY'S INTELLECTUAL PROPERTY**

### **11.1 Concept of Intellectual Property**

### **11.2 Ownership of Intellectual Property**

### **11.3 Our Intellectual Property rights**

### **11.4 Licence grant**

### **11.5 Suggestions and Feedback**

## **12. IMPORTANT DISCLAIMERS**

### **12.1 General Disclaimer of Our Services**

### **12.2 Digital Content Supplied for Free**

### **12.3 Suspension of Our Services**

### **12.4 Commercial Transactions**

### **12.5 Third-Parties Relationship**

### **12.6 Data Security Measures**

### **12.7 Equipment Keeping and implementing safeguards**

## **13. YOUR RESPONSIBILITY FOR LOSSES CAUSED BY YOU**

### **13.1 Introduction**

### **13.2 Your promises**

### **13.3 Special Terms**

### **13.4 Settlements Agreements**

## **14. OUR RESPONSIBILITY IN THE FACE OF THE DAMAGE SUFFERED BY YOU**

### **14.1 General Responsibility**

### **14.2 Defective Digital Content**

### **14.3 Exception to Liability Limits**

### **14.4 Exclusion of Certain Losses**

### **14.5 Compliance, Act of God and *Force Majeure***

### **14.6 Definition of Act of God and *Force Majeure***

## **15. DISPUTE RESOLUTION AND GOVERNING LAW**

### **15.1 Dispute Resolution**

### **15.2 Alternative Dispute Resolution**

### **15.3 Governing Law**

## **16. ABOUT US AND OUR COMMUNICATION**

### **16.1 Contact Information**

### **16.2 Record Keeping**

### **16.3 Third-Party Contact**

### **16.4 Access to Information**

## **17. CUSTOMER EXPERIENCE**

### **17.1 Importance of Security**

### **17.2 User Obligations for safe usage**

### **17.3 Biometric Access**

### **17.4 Compromised Service Notification**

## **18. CHANGES TO OUR SERVICE AND THIS AGREEMENT**

**18.1 Changes to the Service**

**18.2 Changes to this Agreement**

**18.3 Reasons for Changes**

**18.4 Notification of Changes**

**18.5 Unilateral Changes by Belmoney**

## **19. OTHER IMPORTANT TERMS**

**19.1 Enforcement Flexibility**

**19.2 Severability Clause**

**19.3 Transfer of Agreement**

**19.4 User's Transfer of Rights**

**19.5 Rights Enforcement**

**19.6 Compensation Scheme Clarification**

**19.7 Definition Clarifications**

**19.8 Use of Headings**

**19.9 General Law Applications**

# BELMONEY TERMS AND CONDITIONS

## 1. OUR AGREEMENT WITH YOU

### 1.1 Parties Involved

This Agreement establishes a contractual relationship between you, customer of Belmoney services, and Belmoney S.A ("Belmoney," "we," "us," and "our"). It outlines the terms governing your access and use of our services.

### 1.2 Additional Documents

Equally important to you is to familiarize yourself with our Privacy Policy and Cookie Policy ("Policies"), which regards crucial information about your personal data usage.

### 1.3 Accessing Agreement and Policies

In our website it is possible to find current versions of this Agreement, Privacy and Cookie Policy. It is advisable to download and store these documents for reference as they are legally binding.

### 1.4 Acceptance of Terms

Of comparable significance is to appoint that you consent to the terms of this Agreement by acknowledging the electronic version during registration or transaction initiation. Commencing the use of our Services, implying acceptance of this Agreement.

### 1.5 Important Considerations

Given the legally binding nature of this Agreement, carefully review its terms before acceptance and periodically thereafter. Ensure it aligns with your expectations and discontinue the use if any terms are disagreeable. Some topics that deserve special attention are the service payment, which describes the services, associated charges, and payment instructions, especially cautioning against sending money to strangers.

Furthermore, the topic regarding the initial use instructions is equally important as it clarifies the user eligibility and prohibits service use on behalf of others. The mentioned topic is complementary to the "Sending Money" one that provides insights into the money transfer process.

The “Important Service Restrictions” is also key to comprehend the nature of the service hereby described and agreed by you, as it enumerates the restricted activities and potential consequences for misuse.

Likewise essential to single out the topic concerning important disclaimers and the possible damage you may suffer which defines the Belmoney liability in a variety of scenarios. Complementary to that, the topic regarding the responsibility for the losses caused by you outlines the user liability for self-induced losses.

At last but not least, the topic on the matter of the changes to our service and agreement details the procedures and possible modifications to our Agreement, being important to outline that for further clarification or information, refer to our website or contact us online.

**IMPORTANT:** By continuing to use our Services, you signify your understanding and acceptance of the terms outlined in this Agreement.



## **2. OUR SERVICES**

### **2.1 Money Transfers**

Our Services enable residents around the world to make money transfers to designated countries and regions, as communicated through our website and/or mobile app. The process involves a "Sender" utilizing our services to send money, and a "Beneficiary" receiving disbursed funds. The transaction denotes a sender's payment order instructing us to disburse funds to a previously informed beneficiary account. The "transaction amount" is the sum paid by the Sender, and the "payout amount" is the sum received by the Beneficiary.

### **2.2 Recommended Use**

We strongly advise using our services for transactions involving friends and family. Alternatively, sending money to strangers is completely discouraged by Belmoney.

### **2.3 Third-Party Agreements**

Regarding the use of our services, it can be stated that agreements with Third-Party Service Providers may be necessary, such as those with mobile device manufacturers or network operators. Users are obliged to comply with these agreements related to the use of our Services.

## 3. GETTING STARTED AND USING OUR SERVICES

### 3.1 Profile Creation

Creating a Belmoney profile is mandatory to access and utilize our services. The Profile records necessary information as detailed in our Privacy Policy. Notably, the profile is not a bank or payment account and does not store any form of value. This is the Belmoney form of keeping track of its customers' data, allowing it to utilize it as a parameter for eventual analysis and comparisons in further operations, helping to prevent frauds.

### 3.2 Profile Creation Process

To create a Profile, users must provide accurate information as requested, including details for determining eligibility. Complete registration tasks as required, which may involve creating Security Credentials or downloading our mobile app. Undertake any additional actions reasonably required by us or third-party service providers for Service access.

### 3.3 Individual Use Only

Profiles must be created and transactions initiated only by the individual account holder. Using the identity of or conducting transactions on behalf of others is strictly prohibited.

### 3.4 Maintenance of Information

It is crucial to keep provided information accurate and promptly notify any changes, especially in residence address. Address changes may result in updated terms for the applicable region, and inaccuracies in provided information should be rectified immediately.

### 3.5 Eligibility Requirements

To use our Services, users must:

- 1- Agree to this Agreement during the Profile creation process.
- 2- Be at least eighteen (18) years old to access Services as a Sender.
- 3- Be based and resident in one of the European Union countries, or Liechtenstein, Norway and Iceland.
- 4- Comply with the information collection and verification processes detailed in Section 8.

### 3.6 Restricted Persons and Territories

Users are prohibited from using our Services in regions where legal restrictions or sanctions apply. Compliance with government regulations, financial sanctions, and other applicable laws is mandatory. Additional eligibility requirements may exist for certain Services, necessitating verification before use.

### **3.7 Profile Limit**

Each user may register and open only one Profile. Therefore, Belmoney reserves the right to impose limits on associated email addresses and payment instruments linked to a profile.

## 4. SENDING MONEY

### 4.1 Funding Instruments

To initiate money transfers through our services, users must utilize permitted funding instruments, which include card funded payments, when using a debit or credit card as specified in our services; and bank funded payments, when utilizing bank transfers, such as the EU/EFTA “SEPA” scheme.

In reference to Card Funded Payments, if you choose to pay for our services using a debit or credit card, you have agreed to pay the transaction amount and any applicable fees using the nominated card; only provide details of valid and lawfully owned debit or credit cards; and authorize us to verify your card's standing with the issuing payment service provider.

### 4.2 Bank Funded Payments

When using Bank Funded Payments, adhere to the following:

- 1- Pay from a bank account matching your Profile name, following the notified funding scheme.
- 2- Make payments within the specified timeframe and execute via your electronic banking channel.
- 3- Provide correct payment details, including account information and transaction amount.

### 4.3 Consequences of Incorrect Payments

Failure to comply with payment requirements may result in:

- 1- Transaction cancellation or delay.
- 2- Refund of Bank Funded Payments, subject to risk and other checks.
- 3- Suspension or termination of Services with or without prior warning.
- 4- Legal or regulatory processes impacting payment refunds.

### 4.4 Processing Your Transactions

When you submit a transaction, it is up to Belmoney to process and approve it. We may accept or reject your offer based on this Agreement. Services are exclusively available to consumers, not for business purposes. Violating this may result in service termination.

#### 4.5 Transaction Execution Time

Considering *ceteris paribus*, that is to say, that nothing in the transaction needs to be rechecked or asked for again, these are the following stipulated execution time for the transactions, according to the region of the remittance:

- 1) Brazil Account Deposit - Immediately
- 2) Brazil PIX - Immediately
- 3) International Account Deposit - Same day if made during the day. The operations made after 16:00 PM (CET) will be paid on the following day.
- 4) e-Wallet Deposits - 3 hours
- 5) Cash pick ups - Available immediately for withdrawal in the corresponding agency
- 6) Home delivery - 24h

#### 4.6 Information Needed for Processing Transactions

Regarding the information needed for processing transactions, it is possible to state there several conditions that must be observed. The first of the aforementioned conditions is to provide accurate information about yourself and the transaction; the second correlates to having sufficient cleared funds; providing valid consent to complete the transaction is also necessary; the last but not least item corresponds to the permitted delays regarding the identity verification, spending limit review, proof of funds and AML/CF analysis.

#### 4.7 Card Payment Authorization

When paying with a debit or credit card, you authorize Belmoney to charge the card. Nevertheless, the withdrawal of authorization is possible when removing the card from your Profile. Failed payments may be retried using the same card.

#### 4.8 Transaction Information

Access details of executed payment transactions and transaction history through your Profile. Recipient details recorded enable easy future transactions to trusted Recipients. Downloadable reports are available, updated when there is activity or fees incurred.

#### 4.9 Accuracy of Transaction Details

Ensure all Transaction details are accurate as changes might not be possible after submission. Refunds or cancellations may be possible under specific circumstances.

## 4.10 Rights and Protections

You may have rights and protections under your agreement with your Funding Instrument provider or issuer. Refer to your agreement for details on these protections.

## 5. PAYING FOR OUR SERVICES AND CURRENCY EXCHANGE

### 5.1 Our Service Fee

In exchange for utilizing our Services, you agree to pay a Service Fee with each transaction, in addition to the Transaction Amount. Clear details of the Service Fee related to a Transaction will be provided before your consent, allowing you time to consider the charge. Payment of the Service Fee and Transaction Amount is due when the Transaction is submitted for processing. The Service Fee may be deducted from the Transaction Amount made available to your nominated Recipient.

### 5.2 Payment Methods

You can pay for our Services:

- a. In accordance with provided instructions.
- b. Using a nominated bank transfer or a specified debit or credit card.

No obligation exists to accept payment through other methods. Attempts to pay using unauthorized methods may result in the non-provision of Services.

### 5.3 Additional Fees

If a Transaction results in charges to us due to your Funding Instrument's potential misuse or insufficient funds, you agree to reimburse us for these charges immediately upon notification. This includes fees such as "NSF fees" or "chargeback fees." You are responsible for these fees and amounts.

### 5.4 Currency Conversion and Exchange Rates

Our Services allow money transfers in specific currencies. Exchange rates will be calculated and presented during the Transaction process. By instructing us to process a Transaction, you agree to the applied exchange rate and acknowledge that we may earn revenue from it.

## 5.5 Third-Party Fees

You are responsible for fees imposed by third parties such as your bank, card issuer, phone provider, or internet service provider. Credit card issuers may treat transactions as "cash advances," incurring additional fees. Any fees, charges, or costs from third parties related to your use of our Services are your responsibility.

## 5.6 Taxes

You are responsible for the reporting and payment of applicable taxes arising from your use of our Services. Comply with all relevant tax laws, including reporting and paying taxes associated with your Transactions.

## 6. RECEIVING MONEY

### 6.1 Service Providers

We collaborate with local banks and other third-party outlets, referred to as "Service Providers," to facilitate funds availability for Recipients through methods such as bank deposit or cash collection. Information about Service Provider locations, availability, and hours is provided on our website, with the understanding that changes may occur without notice. Funds made available for cash collection will be canceled if not collected within 60 calendar days, with refunds, if applicable, subject to our payment processing partners' conditions.

### 6.2 Verification

Recipients must verify their identities before receiving funds, typically by presenting valid identification. Additional details, such as a reference number, may be required depending on the Recipient's Service Provider, with specific requirements communicated via our Service.



## 7. IMPORTANT SERVICE RESTRICTIONS

### 7.1 General Right to Limit Use

We reserve the right to refuse Transactions to protect you, us, or comply with legal or regulatory requirements. General practices and limits, including transaction amounts, may be established by us based on risk factors and legal obligations. These limits are determined considering factors like risk assessment, location, and legal requirements.

### 7.2 Transactions to High Risk Countries

We acknowledge that certain countries are designated by local and international authorities as high-risk jurisdictions prone to higher levels of money laundering and terrorism financing. In compliance with our obligations under European and relevant national laws, particularly Directive (EU) 2015/2366, we reserve the right to apply enhanced due diligence measures to transactions involving these jurisdictions.

This may include, but is not limited to, temporarily suspending transactions for further analysis, requesting additional information from customers, or, at our sole discretion, refusing to process payments to or from these jurisdictions.

These measures are essential for maintaining the integrity and security of our payment system and for adherence to our legal and regulatory obligations.

### 7.3 Restricted Activities

Certain activities are treated as "Restricted Activities," including illegal use, breach of applicable laws, or misuse of the Services. Prohibited actions also encompass engaging in activities related to sexually-oriented materials, gambling, purchasing or selling restricted items, and breaking material terms of the Agreement.

If Restricted Activities occur, we reserve the right to take various actions, such as delaying or refusing transactions, closing/suspending Profiles, and reporting relevant information to authorities. Engaging in Restricted Activities is not authorized and may result in restricted access and/or use of the Services.

### 7.4 Actions We May Take

Actions taken may include delaying or reversing transactions, closing or suspending Profiles, refusing to post content, and reporting information to regulators or law enforcement

agencies. Users will be notified, where possible, of suspension or restriction reasons and may retain their rights and obligations.

## **8. HOW AND WHY WE COLLECT PERSONAL INFORMATION**

### **8.1 Our Privacy and Cookie Policies**

The processing of your personal data is regulated by our Privacy Policy and Cookie Policy, accessible on our website and further detailed in this Agreement. Accepting this Agreement implies acknowledgment of these Policies, and it is recommended to print, download, and store a copy of these Policies along with this Agreement.

### **8.2 Sharing your data outside the EEA**

Information provided during the use of our Services will be transferred outside the European Economic Area for processing by us, our group companies, and carefully selected third-party suppliers. This includes transfers to the USA and other countries where data protection laws may be less stringent than in your own country. Additional details are outlined in our Privacy Policy.

### **8.3 Customer Identification Program**

To comply with legal requirements, we are obligated to obtain, verify, and record information about you. You may be required to provide non-public, personal, identifying information, and related documents. We may lawfully obtain information from other sources, such as credit reference agencies and publicly available sources. Refer to our Privacy Policy and Cookie Policy for comprehensive details.

### **8.4 Government Disclosures**

In accordance with legal obligations, we may disclose information about you and your Transactions to government authorities and law enforcement agencies. Details regarding these disclosures are outlined in our Privacy Policy.

### **8.5 Verifying your personal information**

You authorize us to make necessary inquiries, either directly to you or through other sources, to validate the information provided. This may involve requesting additional information, confirming ownership of your email address or financial instruments, checking information against third-party databases, or utilizing sources like credit reference agencies.

## 9. ERROR RESOLUTION, CANCELLATIONS, AND REFUNDS

### 9.1 Error Resolution

Inform us promptly if you encounter any issues with the Service. You won't be held liable for unauthorized Profile use if we determine no fraudulent activity on your part. Notify us without delay about unauthorized, incorrectly executed Transactions, or any loss related to our Services within 13 months of the Transaction date. Failure to do so may limit our ability to assist you or issue a refund. Contact us at the provided information in section 16.1 or via email at [enquiry@belmoney.be](mailto:enquiry@belmoney.be).

### 9.2 Refund before Transaction completion

You can cancel a Transaction before completion. Confirmation with Service Providers may be sought before issuing a refund. No refunds will be made after Transaction completion.

### 9.3 Payment of Refunds

Refunds go to the original Funding Instrument in the paid currency. Changes in currency value won't be considered. We're not liable for losses if funds are sent to an entity other than us due to incorrect details.

### 9.5 Tracing your payments

Request payment traces for EEA transactions. Notify us if a valid Transaction to an EEA Recipient is received later than agreed. We may seek correction from the Recipient's bank.

## 10. AGREEMENT DURATION

### 10. Time

This Agreement becomes effective upon its binding execution (as outlined in section 1.4) and remains in effect until terminated. There is no minimum duration for this Agreement.

### 10.2 Unilateral Rescission

Either party may unilaterally rescind this Agreement at any time. In case of rescission, the rescinding party must notify the other party in writing, adhering to the notice period specified in section 10.3.

### 10.3 Cooling-Off Period

A cooling-off period of one month applies from the date of the Agreement's commencement. During this period, either party may cancel the Agreement without incurring any penalties or needing to provide a reason for cancellation.

### 10.4 Canceling during the Cooling-Off Period

If a party elects to cancel the Agreement within the cooling-off period, they must provide written notice to the other party. Upon receipt of such notice, the Agreement will be considered terminated immediately.

### 10.5 Conditions of canceling during the Cooling-Off Period

Cancellation of the Agreement before any Transaction incurs no charges. If a Transaction has already occurred, we will reimburse the full Transaction Amount, including any associated fees, provided the cancellation occurs before the Transaction's completion.

### 10.6 Data treatment after the contract termination

Upon termination of this Agreement, all rights to use the Service and associated licenses will cease. We reserve the right to delete any data associated with your account. We are not liable for any loss or damage resulting from the deletion or handling of data post-termination.

The procedures for data retention and deletion will be in accordance with applicable data protection laws and our privacy policy.

## **11. BELMONEY'S INTELLECTUAL PROPERTY**

### **11.1 Concept of intellectual property**

Intellectual Property encompasses brands, trademarks, software code, inventions, designs, songs, and similar creations. Additional information on intellectual property rights can be found on the Benelux Intellectual Property Office's website at [www.boip.int/en](http://www.boip.int/en).

### **11.2 Ownership of Intellectual Property**

You acknowledge exclusive ownership of the Service, including content, copyrights, trademarks, and names, by us, our corporate group, or authorized licensors (the "Belmoney Intellectual Property"). Limited, non-commercial use is authorized solely for personal purposes.

### **11.3 Our Intellectual Property rights**

This Agreement does not transfer existing intellectual property rights or rights developed during the Agreement term. You agree not to remove or alter notices on our websites/apps or infringe on copyrights, patents, trademarks, or other intellectual property rights.

### **11.4 Licence grant**

Using our software grants you a personal, limited, non-exclusive, revocable, non-transferable license without sub-licensing rights. This license allows software use solely for availing our Services under this Agreement.

### **11.5 Suggestions and feedback**

Customer Input becomes our exclusive property, and you grant us all rights to use it without restriction. "Assign" legally transfers the benefit of Customer Input to us.

## 12. IMPORTANT DISCLAIMERS

### 12.1 General disclaimer of our Services

While we strive for uninterrupted Service, we don't guarantee uninterrupted, secure, timely, or error-free access. We're not liable for system failures or interruptions affecting Transactions. Although we assure that our services are provided with reasonable care and skill, If dissatisfied, you may discontinue use or close your Profile.

### 12.2 Digital content supplied for free

Free digital content is provided without guarantees, but we commit to ensuring it meets basic standards of quality and functionality. We're not responsible for losses resulting from digital content access or use.

### 12.3 Suspension of our Services

We may suspend Services for technical reasons, regulatory updates, changes, or maintenance. We aren't liable for Service unavailability due to these reasons.

### 12.4 Commercial Transactions

Use the Service to send money only to known entities. We're not responsible for the quality or delivery of goods/services paid for using our Services. Use is at your risk, and we won't mediate disputes.

### 12.5 Third-parties relationship

We don't guarantee or assume responsibility for the accuracy, completeness, or usefulness of third-party service providers. Your choice of providers and any associated arrangements are solely your responsibility.

### 12.6 Data security measures

We take steps to protect personal data, but cannot fully guarantee against unauthorized access. Providing personal data is at your own discretion, under our GDPR-compliant data protection policies and measurements to ensure your security.

## **13. YOUR RESPONSIBILITY FOR LOSSES CAUSED BY YOU**

### **13.1 Introduction**

This section outlines your responsibility to compensate Belmoney Parties for losses resulting from specified actions. Special terms are explained at the end.

### **13.2 Your Promises**

You agree to compensate Belmoney Parties immediately for their losses arising from:

1. Your use of the Services
2. Violation of this Agreement
3. Disputes, litigation, or negligence causing harm
4. Alleged violation of laws or third-party rights

### **13.3 Special Terms**

Refers to us and our group companies, including directors, officers, partners, and service providers. Include net costs reasonably incurred, related to claims, demands, actions, debts, expenses, or other liabilities, including legal fees. Notable exclusions are costs compensated twice for the same loss.

### **13.4 Settlement Agreements**

You are prohibited from entering any settlement or agreement affecting Belmoney's rights without prior written consent.



## 14. OUR RESPONSIBILITY IN THE FACE OF THE DAMAGE SUFFERED BY YOU

### 14.1 General Responsibility

We are liable for foreseeable loss and damage caused by our failure to comply with this Agreement or to use reasonable care and skill. We aren't responsible for unforeseeable loss or damage, or loss caused by your breach or fraudulent actions.

### 14.2 Defective Digital Content

**Paid Digital Content:** If supplied for a fee, we're liable for ensuring it's of satisfactory quality, fit for purpose, matches description, and without a general claim that we lack the right to supply it. Remedies may include repair, replacement, or compensation, subject to Agreement terms.

**Damage to Device:** We will repair damage or compensate if defective digital content damages your device due to our failure to use reasonable care and skill. Exceptions exist if damage could be avoided by applying a free update, not following instructions, or not meeting system requirements.

### 14.3 Exceptions to Liability Limits

Our liability is limited except in cases involving death, personal injury, fraud, or fraudulent misrepresentation. In these instances, we acknowledge our legal responsibilities as required by applicable law.

### 14.4 Exclusion of Certain Losses

We aren't liable for business-related losses or losses from our disbursement partners. Our services are for domestic and private use.

### 14.5 Compliance, Act of God and *Force Majeure*

We shall not be held liable for any losses or damages arising from our compliance with legal and regulatory obligations or due to 'Events Outside Our Control.' These events are unforeseeable and beyond our reasonable control, and may include occurrences such as strikes, natural disasters, and significant network disruptions.

### 14.6 Definition of Act of God and *Force Majeure*

Events Outside Our Control' are defined as extraordinary events or circumstances beyond our reasonable control. These may encompass, but are not limited to, severe weather conditions, epidemics, pandemics, unavoidable technical failures, and essential system maintenance.

## 15. DISPUTE RESOLUTION AND GOVERNING LAW

### 15.1 Dispute Resolution

In the event of any disputes arising from or relating to the services provided by Belmoney, customers are encouraged to first report their concerns directly to the Company.

We prioritize addressing and resolving issues amicably between you, the customer, and Belmoney. Detailed information on how to file a complaint, including the contact details and procedures, is available on our website.

### 15.2 Alternative Dispute Resolution

If a dispute cannot be resolved directly with Belmoney, customers have the option to engage in Alternative Dispute Resolution (ADR). This process involves an independent third party who will review the dispute and propose a solution. ADR is a less formal, more expedient, and often less expensive alternative to legal proceedings.

Escalation Steps:

1. Contact Belmoney's customer support to attempt direct resolution.
2. If unresolved, escalate the dispute to Belmoney's dedicated dispute resolution team.
3. If still unresolved, proceed to engage an ADR entity.

#### **European Online Dispute Resolution Platform:**

Customers also have the option to use the European Online Dispute Resolution (ODR) platform, which is designed to assist consumers and traders in resolving their online disputes. This platform can be accessed at [ec.europa.eu/odr](https://ec.europa.eu/odr).

#### **FSPO (Financial Services and Pensions Ombudsman) Contact Details:**

Address: North Wall Quay, Dublin 1, D01 F7X3, Ireland

Phone: +353 1 567 7000

Email: [info@fspoi.ie](mailto:info@fspoi.ie)

Jurisdiction: The FSPO addresses complaints against financial service providers, including those related to online payments, primarily for customers in Ireland, but can be a point of reference for EU-wide disputes.

### 15.3 Governing Law

The terms and conditions of use for Belmoney online services shall be governed by and construed in accordance with Belgian law, without regard to its conflict of law provisions.

This choice of law is in compliance with the European Union regulations and ensures a high standard of consumer protection.

Any legal action or proceeding arising under these terms and conditions shall be brought exclusively in the competent courts of Belgium, and the parties hereby consent to the personal jurisdiction and venue therein. This does not affect the consumer's statutory rights under applicable European Union consumer protection law.

## 16. ABOUT US AND OUR COMMUNICATION

### 16.1 Contact Information

Belmoney SA  
54 Av. Louise, 1050 Brussels - 3rd Floor  
[enquiry@belmoney.be](mailto:enquiry@belmoney.be)  
+32 2 880 24 90

### 16.2 Communication

**Language:** This Agreement and other complementary communications are provided in English.

**Electronic Agreement:** Acknowledges that this Agreement is entered into electronically.  
**Categories of Communication:** Various types of information may be communicated electronically, including the Agreement, transaction records, disclosures, customer service communications, and others.

**Device Requirements:** Users must have internet access, an email account, and a device capable of accessing the internet to receive electronic communications.

**Notification Period:** Notices provided by Belmoney are considered received within 24 hours of posting, emailing, or texting. Mail notices are considered received three business days after being sent.

### 16.3 Recordkeeping

Belmoney reserves the right to record calls for legitimate business purposes, including establishing facts, training, security, fraud detection, and compliance with legal requirements.

### 16.4 Third-Party Contact

Belmoney may use third parties to contact users directly or share contact details for communication purposes.

## 16.5 Access to Information

Users can request a copy of the Agreement or other entitled information at any time. Users may withdraw consent to receive electronic communications, but withdrawal results in termination of Service use.

## 17. CUSTOMER EXPERIENCE

### 17.1 Importance of Security

**Security Measures:** Belmoney prioritizes user security, employing various measures to ensure information safety.

**Caution in Transactions:** Users are advised to exercise caution when sending money, especially to unfamiliar entities. Deals or offers that seem too good to be true should be approached with caution.

### 17.2 User Obligations for Safe Usage

**Restricted Activities:** Users agree not to engage in any Restricted Activities (refer to section 7).

**Safekeeping Funding Instruments and Credentials:** Users are responsible for safeguarding Funding Instruments and Security Credentials (e.g., password).

**Non-Disclosure:** Users must not share Funding Instruments or Security Credentials, except during the use of Belmoney's Services.

**Secure Password Practices:** Users should avoid writing passwords in easily understandable ways and choose strong, non-guessable passwords.

**Device Security:** Devices used for Belmoney's Services should have virus checks and firewall protection.

**Prompt Notification:** Users must promptly notify Belmoney of any service failures, delays, malfunctions, viruses, or errors.

**Contingency Planning:** Users should have contingency plans to address service unavailability or system failures.

**Compliance with Instructions:** Users are required to follow Belmoney's instructions for keeping Funding Instruments and Service usage secure.

### 17.3 Biometric Access

**Fingerprint Access:** Belmoney may offer the functionality to use biometric information, like fingerprint scanning, for Service access.

**Device Requirements:** Users need a compatible device with the Belmoney app and enabled applications for biometric scanning.

**Responsibility for Security:** Users are responsible for ensuring that only their biometric information is registered on the device.

#### **17.4 Compromised Service Notification**

**Immediate Contact:** Users should contact Belmoney immediately if they suspect fraud, unauthorized use, or compromised Services usage.

**Reporting Inappropriate Use:** Users are encouraged to report any inappropriate use of the Service by contacting [compliance@belmoney.be](mailto:compliance@belmoney.be).

**Phishing Emails:** Users should forward any fake (phishing) emails purportedly from Belmoney to [compliance@belmoney.be](mailto:compliance@belmoney.be).



## **18. CHANGES TO OUR SERVICES AND THIS AGREEMENT**

### **18.1 Changes to the Services**

**Service Adjustments:** Belmoney may introduce additional service functionalities or make adjustments for reasons such as software maintenance, bug fixes, or security threats.

**Subject to Agreement Terms:** Additional services are subject to the terms of this Agreement or other terms and conditions provided during their availability.

### **18.2 Changes to this Agreement**

**Modification Authority:** Belmoney reserves the right to make changes to this Agreement.

**User's Termination Right:** Users have the right to terminate the Agreement without charge in response to changes.

### **18.3 Reasons for Changes**

**Various Reasons:** Changes may be made for reasons such as correcting errors, reflecting new products or services, responding to legal requirements, and adapting to industry standards.

### **18.4 Notification of Changes**

**Communication Method:** Changes are communicated by posting the revised Agreement on Belmoney's website and/or app.

### **18.5 Unilateral Changes by Belmoney**

**Material Change Definition:** Users are given at least 2 months' notice of a Material Change, and they can terminate the Agreement without charge within this notice period.

## 19. OTHER IMPORTANT TERMS

### 19.1 Enforcement Flexibility

**Delayed Enforcement:** The fact that we may not immediately enforce certain provisions or take immediate action against a breach of this Agreement does not waive our right to enforce those provisions or take action at a later time. For instance, if we provide Services despite a delayed payment, we can still request payment at a later date.

### 19.2 Severability Clause

**Legal Findings:** If any court or relevant authority deems any part of this Agreement unlawful, the remaining sections will remain valid and enforceable. Each section operates independently.

### 19.3 Transfer of Agreement

**Rights and Obligations Transfer:** We reserve the right to transfer our rights and obligations under this Agreement to another organization. Users will be notified of such a transfer, and they can terminate the Agreement if dissatisfied with the transfer.

### 19.4 User's Transfer of Rights

**Consent Requirement:** Users can only transfer their rights or obligations under this Agreement to another person with our express written consent. Our consent may be restricted by legal and regulatory obligations, including anti-money laundering laws.

### 19.5 Rights Enforcement

**Third-Party Rights:** This Agreement is a binding contract between the user and Belmoney. No other person, except as explained in section 13 (Compensation you may owe us), has the right to enforce its terms.

### 19.6 Compensation Scheme Clarification

**No Compensation under Scheme:** As Belmoney is not obligated to be part of any government compensation scheme, no compensation would be available under such a scheme in the unlikely event that Belmoney cannot meet its liabilities.

### **19.7 Definition Clarifications**

**Business Day:** A day, excluding Saturdays and Sundays, when banks in Ireland are open for business (excluding solely for 24-hour electronic banking).

**Extended Meaning of Terms:** "Belmoney," "we," "us," and "our" include employees, directors, successors, and assignees.

**Writing Definition:** The term "writing" includes emails.

### **19.8 Use of Headings**

**Convenience Purpose:** Headings and descriptions are provided for convenience and do not form part of the legal agreement.

### **19.9 General Law Application**

**Applicability of General Law:** General laws, such as those related to consumer protection, apply to this Agreement and the Services provided under it.