



By registering and using the handi.cash limited e-money application, you agree to be bound by the terms and conditions of this Agreement (including the handi.cash privacy policy at <https://handi.cash/legal/PrivacyPolicy-Handicash.pdf>).

You undertake to observe all conditions of the Agreement.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree with these terms and conditions, you may not use or access the site.

We may update and change our site from time to time. We will try to give you reasonable notice of any major changes.

We may amend also these terms from time to time.

### WHAT DO WE DO?

handi.cash Limited is an electronic money institution authorised and regulated by the Malta Financial Services Authority with register number C70142 and whose principal address is at 60, Suite 6, G Cali Street, Ta' Xbiex, Malta.

The handi.cash service is a viable alternative payment system to existing payment systems and has far more security and privacy, all at a very competitive cost.

### WHAT DO YOU DO?

If you choose or are provided with a user identification code, password or any other piece of information as part of our security procedures, they must be treated as confidential and you may not disclose them to a third party.

If anyone other than You acquires access to your code or password, with or without your knowledge, handi.cash Limited is not responsible for any abuse of the system brought about by this action.

The bottom line - keep control of your device at all times and do not allow anyone to use it with or without your consent.

## 1. Definitions

Words and expressions used in the Agreement have the following meaning, unless otherwise stated:

**Agreement** – agreement between the Client ('you', 'your', 'our Customer'), and handi.cash Limited ('we', 'us', 'our', 'handi.cash') that includes the present Terms and



Conditions and any other terms and documents (Amendments, Agreements, Rules, Declarations, etc.), including but not limited to the websites, to which references are made in this document.

**Client** – a registered person or legal entity in the handi.cash system who has created an account.

**Client Identification** – the process of identifying the client under the handi.cash procedures.

**Commencement Date** - the day you register for the e-wallet.

**Electronic Money, e-money** – electronically stored monetary value as represented by a claim on handi.cash Ltd. which is issued on receipt of funds for the purpose of making Transactions and which is accepted by a natural or legal person other than handi.cash Ltd.

**handi.cash Account (e-wallet)** – an account opened in the name of the client in order to effect payments.

**handi.cash Application** – a program which is installed on mobile devices and which manages the client's handi.cash account.

**Fees** - any fees, tariff and charges that may be charged by handi.cash and which are stated in the Product Information available on our website (as amended from time to time).

**Recipient/Beneficiary** – an individual or legal entity who is indicated as the recipient of funds in a transaction.

**Supplementary Agreements** – Agreements which may complement and form an integral part of this User Agreement.



### 2. Introduction

2.1 This Terms of Use Agreement is an agreement between you and handi.cash Limited, an electronic money institution authorised and regulated by the Malta Financial Services Authority with register number C70142 and whose principal address is at 60, Suite 6, G Cali Street, Ta' Xbiex, Malta and applies to your use of our regulated electronic money service (the 'handi.cash limited e-Money Application').

2.2 In addition to the terms of this Agreement, you agree to the terms of the privacy policy found at: <https://handi.cash/legal/PrivacyPolicy-Handicash.pdf> (the "handi.cash Privacy Policy"). We may change the Agreement and the new terms will be posted on <http://handi.cash> at least two months in advance. You will be deemed to have accepted the changes unless you notify handi.cash otherwise before the change comes into force. If you notify handi.cash that you do not accept the changes, you must stop using the handi.cash e-money Application immediately and this Agreement will terminate at the end of the notice period. You also have the right to terminate the Agreement immediately and without charge at any time within the notice period, provided that transactions completed prior to your termination of the Agreement remain payable.

2.3 The Agreement between you and us regulates the opening, use and closure of Your eWallet, including the issuing and redemption of e-money and the execution of transactions by us in relation to Your eWallet. For the use of additional services or products, you may have to accept additional agreements as notified to you when you are ordering or using such services or products.

2.4 By registering for your eWallet, you confirm that you understand and accept this Agreement. In accepting this Agreement, you are agreeing to this Agreement, including the fees set out in the Product Information. You also understand that all prior written and oral agreements are superseded.

2.5 This Agreement will take effect on the Commencement Date and will terminate in accordance with Clauses 11.

2.6 The English language version of this Agreement, including the Product Information, shall be the language constituting this Agreement for all purposes including dispute resolution. All communications between you and us shall be in the English language. Any translations are superseded by the English version, which takes precedence.



### 3. What are the restrictions to you opening an ewallet?

3.1 Upon accepting this Agreement and any amended version, you assure us that:

3.1.1 you are legally competent, of sound mind, and legal age (18). We have the right to request from you any additional information necessary to prove your age;

3.1.2 the opening and use of the eWallet is allowed in your country of residence and the opening of Your eWallet does not violate any applicable legislation in force in your country of residence. If you breach this clause, you shall indemnify us against any losses we incur.

3.1.3 You are acting in your name and not on behalf of another person, unless otherwise notified to us in writing and accepted by us. Upon notification, we reserve the right to suspend Your eWallet until the necessary procedures and checks have been carried out by us;

3.1.4 in the eventuality that you authorise a third party to act on your behalf, any instructions (including any transaction order) given by such person will be treated as having been duly authorised and given by you for all intents and purposes of this Agreement;

3.1.5 you comply with all laws to which you are subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements;

3.1.6 you agree to provide us with true, correct and complete information including without limitation, any identification and verification documentation as may be requested by us from time to time, as well as any other documentation or information in compliance with such requirements;

3.1.7 you are not a Politically Exposed Person (PEP) or an immediate family member or a close associate of a PEP. You shall immediately inform us as soon as you become one of the above; and

3.1.8 You undertake that all funds used to (re-)load the eWallet originate from legitimate sources or activities.



#### 4. What happens to your money?

4.1 Funds received in exchange for electronic money issued by us and belonging to our customers are segregated from our own funds and placed into a client account with an authorised credit institution domiciled in Malta or in another reputable jurisdiction. You acknowledge that the Maltese Deposit Guarantee Scheme does not cover electronic money issued by Us or claims made in connection with the issuing of electronic money.

4.2 You acknowledge and accept that funds received in exchange for electronic money issued by us do not constitute a deposit and no interest shall accrue on such funds. We do not grant interest, or any other benefit, related to the length of time during which you hold electronic money with us.

#### 5. What do you need to pay?

5.1 You agree to pay us, on demand, fees in respect of the provision of services by us in accordance with the Product Information provided on the website (as may be amended from time to time).

5.2 You also agree to pay us, on demand, any duty, VAT or other tax arising in respect of any of the services. We are not required to give you prior notice of the imposition or variation in any duty, VAT or other tax arising in respect of the services.

5.3 You agree that any fees and other amounts due and payable to us under the Agreement may be deducted from your eWallet without notice, as and when they become due and payable or at such intervals as we may decide. Such deductions may be made at any time, and without us notifying you, but these will be reflected in the information on your eWallet. By entering into the Agreement, you irrevocably and unconditionally authorise us to make these deductions.



### 6. How do you use the handi.cash e-money application?

6.1 To use the handi.cash e-Money Application, you must first download the handi.cash Application and register on your mobile device. handi.cash Limited have the right to decline any application to register without divulging the reason. If you are an individual, you must be at least 18 years old to use the Application. If you represent a business, you must be duly authorised to enter into this Agreement on behalf of the business. By registering, you automatically represent that you are the owner or authorised user of the mobile device and are responsible to use the Application to obtain goods or services. The User Agreement is valid for an unlimited time.

6.2 The client undertakes to provide all identification requested by handi.cash limited to start or continue the service. The identification process is undertaken to protect handi.cash Ltd. and the client as well as to satisfy local and international regulatory and anti-money laundering requirements. When undertaking the client identification process, handi.cash limited has the right to demand the following actions from the client:

- (i) provide originals of the documents required by handi.cash and/or their copies approved by a notary or other professional person.
- (ii) for clients representing a legal entity, to provide originals or copies certified by a notary or similar professional person of documentation leading to the ultimate beneficiary/ies of the legal entity.
- (iii) handi.cash Ltd. has the right to request additional documentation and information related to the customer identification or operations performed by the client. Failure to provide this additional documentation/information within a reasonable time may result in the suspension of service to the client. All documentation and/or information is to be provided to handi.cash limited at the expense of the client.

6.3 The handi.cash e-Money Applications enable you to use your mobile/tablet/laptop or similar device to purchase content, eligible goods and/or services from third parties ("Merchants"). This is done by transferring funds from your bank account to your mobile wallet via the handi.cash application which is then used to pay the Merchant for the content, eligible goods and/or services. We may use the services of one or more third-party processors and/ or financial institutions to provide the handi.cash e-Money Applications and process your transactions. Your transaction will be processed when cleared funds are available on your account. handi.cash will credit the amount of (i) any transaction to the Merchant's e-Money account and (ii) any refund to you as soon as



possible after handi.cash receives the relevant payment order and in any case by the end of the next business day. You may access information about your recent transactions by logging on to the application on your device. handi.cash maintain records of your transactions relating to cashing in and out of the application, as well as the registered ones.

6.4 handi.cash will refund your issue transaction in case the wallet cannot be topped up for any reason such as exhausted limits.

6.5 Should you feel the need to return or cancel a transaction, the transfer of funds from your bank account, you could opt to terminate the money back from your handi.cash e-Money Application to a selected verified bank account.

6.6 The steps to terminate money from your handi.cash e-Money Application:

6.6.1 Go to 'Wallet' screen and select 'Terminate e-money'.

6.6.2 Enter Terminated Amount

6.6.3 Select Target Account

6.6.4 Swipe to Terminate

6.6.5 Confirm transcript

6.6.6 Complete two-factor authentication

6.7 The money termination at handi.cash is handled by the end of the next business day. SEPA transfers take 1-2 business days to arrive in the beneficiary's bank account. In most cases, the money appears the next business day. Other bank transfers might take a longer time depending on the area and jurisdiction.

6.8 You may not purchase or hold more than €150 (or equivalent) of e-Money at any one time and you may not purchase more than €150 (or equivalent) of e-Money non rechargeable (the "Trial e-Money Limits"). If you reach one of the trial e-Money Limits, you may upgrade to the full version of the handi.cash e-Money Application (the "Premium e-Money Application"), subject to the successful completion of the relevant anti-money laundering, counterterrorist and anti-fraud checks by us against you. You must take all reasonable steps to keep the device on which you have downloaded and installed the handi.cash App safe from unauthorised use. You may not have more than one account in your name. If you have created several accounts due to inaccurate data, you must immediately inform handi.cash Limited. In case of breach of this clause, your



account may be stopped and, if necessary, reported to the relevant regulators and enforcement institutions.

### 7. What are the different kinds of handi.cash accounts?

7.1 Under this Agreement a handi.cash Account is opened for the Client for an indefinite period of time.

7.2 The handi.cash Account service gives you the opportunity to create your own virtual accounts in your mobile device, and deposit, transfer, and hold funds for future transfers on it, carry out local and international funds transfers, pay contributions, receive funds, pay for goods and services, and perform other operations directly related to money transfers. Depending on the service level you can choose one of the following handi.cash Account Plans:

7.2.1 "Trial" for a first-time trial user (limit €150 non rechargeable);

7.2.2 "Value" (limit of €2500 in a calendar year);

7.2.3 "Premium" for unlimited usage of services including redemption;

7.3 After you register and create a handi.cash Account, you are automatically set as a "Trial User" (except when the Client is a legal person). You can automatically change the Plan to another Plan with higher limits. The new Plan chosen by you comes to force after you perform identification procedures indicated in the System and handi.cash limited confirms and approves the eligibility of the identification procedures performed by you.

7.4 Funds held on your mobile phone via the handi.cash application are considered as electronic money, which is issued by handi.cash limited after you transfer or deposit funds to your designated handi.cash Account. After you deposit/transfer funds to your designated handi.cash Account and handi.cash limited receives the cleared funds, the electronic money equivalent to the funds received is credited to and held on your mobile wallet.

7.5 The nominal value of electronic money corresponds to the value of the amount deposited/transferred to your designated handi.cash account.





7.6 Your money held on the handi.cash Account does not, in any circumstances, attract interest and does not provide any other benefits associated with the duration of the electronic money storage period.

7.7 You can manage your handi.cash Account directly via the handi.cash mobile application.

7.8 Depending on the Plan chosen by you, payment transfers from your handi.cash Account can be made:

7.8.1 to other user of the system;

7.8.2 to a business/merchant/shop user of the system;

7.8.3 to own accounts situated in banks under an EU (European Union) and EFTA (European Free Trade Association) jurisdiction;

7.8.4 to accounts in other electronic payment systems, if indicated in the System.

7.9 Opening and maintenance (for Trial users) of the handi.cash account is free of charge.

7.10 The relevant fees for services can be applied by the bank for the transfer of funds from your handi.cash account to your bank account, card or a payment account of other electronic payment systems, as well as transfer of funds from a bank account, card or other electronic payment system to the handi.cash account.

7.11 Fees for handi.cash Ltd.'s services are deducted from the funds held on your handi.cash account. If the amount of money on your handi.cash account is lower than the payment amount and the fee for the service, the payment is not carried out.

7.12 When you transfer funds from your handi.cash Account to accounts in banks or other electronic payment institutions, handi.cash Ltd. is indicated as the payer, and detailed information about the payer-Client is displayed in the field of the primary payer (if the system is supported by the relevant e-banking or payment system) or in the field of payment purpose.



7.13 If you indicate wrong data about the recipient of funds, but the payment order is carried out by the data provided (e.g. you indicated the account number of a person other than the one to whom you wanted to transfer the funds), it shall be considered that handi.cash Ltd. has fulfilled its obligations properly and shall not repay the transferred amount to you. In this case, you have to directly contact the person who has received the money concerning the reimbursement of funds.

7.14 You are required to carry out payment transfers exactly in accordance with the instructions indicated in the System. If you make an invalid transfer, invalid account replenishment or indicate invalid payment transfer data and you ask to revise the payment, fees indicated in the System will be applied.

7.15 If funds to your account have been credited by mistake or in other ways under no legal basis, handi.cash limited has the right - and you give an irrevocable consent in such cases - to deduct funds from your handi.cash Account without your order. If the amount of funds on your handi.cash Account is insufficient to recover the funds credited by mistake, you unconditionally undertake to repay handi.cash the funds credited by mistake in 3 (three) business days from the receipt of the request from handi.cash. If you notice that funds that do not belong to you have been transferred to your handi.cash Account, you must immediately inform handi.cash. You have no right over funds credited to your account by mistake and that do not belong to you.

7.16 In order for you to increase limits of payment transfers of the handi.cash Account according to the valid Plan, you have to perform the additional identification confirmation under the procedure set out in the System. The new payment limits shall come into effect within 12 hours after verification of the additional identification confirmations. In the Premium/Full Value package, limits are set at the Client's discretion, but handi.cash limited has the right to limit the size of limits. The Client is informed about the entry of the limit into force via the Application and/or by email.

7.17 You confirm that:

7.17.1 the source of incoming funds to the handi.cash Account is legal;

7.17.2 you will not use the services provided by handi.cash Ltd. for any illegal purposes and you undertake not to perform any actions and operations in order to legalise funds received in a criminal or illegal manner.



7.18 You can manage the handi.cash Account and perform payment operations from the handi.cash Account from the Application.

7.19 Your confirmations, orders, requests, notifications and other actions performed on websites of third persons or other places by logging in to your handi.cash Account and identifying yourself in this way are treated as the conclusion of a deal confirmed by an electronic signature.

7.20 Management of the handi.cash Account via the internet:

7.20.1 In order to carry out a payment operation via the mobile wallet, you have to complete the payment order in the System and submit it for execution by confirming your consent to carry out the payment order in the System electronically.

7.20.2 Submission of the payment order in the System is your agreement to carry out the payment operation and cannot be cancelled. Payment cancellation is possible only till the payment has not been commenced – payment status and cancellation possibility are visible on your Account.

7.20.3 If the payment order is filled in incorrectly, the payment is not carried out, unless in exceptional cases where handi.cash corrects the payment order and performs it under regular procedure on its own initiative.

7.21 At the client's request, electronic money held on the Client's handi.cash can be redeemed at their nominal value, less any applicable charges if any, at any time.

7.22 you submit a request for redemption of electronic money by using the handi.cash application to transfer Electronic money from your handi.cash Account to any other account specified by you which is already registered in the handi.cash application.

7.23 There may be charges for the redemption of electronic money. In the event of redemption of electronic money, you are to pay the fee according to the handi.cash tariff.

7.24 If you terminate the Agreement and applies to close your handi.cash Account and cancel your Account in the System, or if handi.cash terminates the provision of service to



you and cancels your Account in the System in cases provided for in the Agreement, the funds held on your handi.cash Account shall be transferred to your bank account. We have the right to deduct from these funds any amounts that belong to handi.cash. Ltd. by way of payment for services provided and expenses including, but not limited to, fines and damages incurred by handi.cash Ltd. due to a breach of the Agreement committed by you. In the event of a dispute between handi.cash Ltd. and the Client, handi.cash Ltd. have the right to detain funds under dispute till the dispute is resolved.

7.25 If handi.cash Ltd. fails to repay the funds to the Client due to reasons beyond the control of handi.cash limited, the Client shall be notified thereof. The Client has to immediately indicate other accounts or provide additional information necessary to repay the funds to the client.

### 8. What can't you do?

8.1. When using handi.cash Ltd.'s services, you have no right to:

8.1.1 fail to observe the Agreement, laws and other legal acts;

8.1.2 violate the rights of handi.cash and third parties to the trademarks, copyrights, commercial secrets and other intellectual property rights that belong to them;

8.1.3 provide false, misleading or incorrect information to handi.cash Ltd;

8.1.4 provide false, misleading or incorrect information about handi.cash Ltd. to third parties;

8.1.5 spread computer viruses and undertake other measures which could cause systems malfunctions, damage or destroy information, as well as cause other damage to systems, equipment or information;

8.1.6 undertake any other deliberate actions that would disrupt the provision of handi.cash Ltd. services to the Client or third parties or disturb the functioning of the System;

8.1.7 organise illegal gambling games, illegally trade tobacco products, alcohol, prescription medicine, steroids, guns, drug substances and drug attributes, pornographic



production, unlicensed lottery, illegal software and other items or products prohibited by law of the Republic of Malta or of the country of use;

8.1.8 accept payments in an unregulated and/or unsupervised virtual currency and/or buy, convert or manage it in any other way;

8.1.9 provide financial services without a prior consent from handi.cash Ltd;

8.1.10 provide services which are prohibited by law or conflict with public order and good morals.

8.2 You shall reimburse all direct damage, fines and other monetary sanctions applied to handi.cash Ltd. due to the failure to observe clauses of the present Agreement.

### 9. How can we contact you?

9.1 We may contact you by means of notifications on our website; sending you an email to the address indicated by you during registration in the System; by post to the address indicated by you during registration in the System; by sending an SMS message; or sending a System message on the application itself, if you have indicated only a mobile telephone number during the registration. You confirm that a handi.cash notification submitted in any of the above-mentioned ways shall be deemed to have been submitted properly. Notifications by mail or SMS are sent only if you have not indicated your email address. If such notifications do not relate to material changes of the conditions of the Agreement, it shall be considered that you have received such notifications within 24 hours after you have been published on the System website or sent to you via email or SMS. If the notification is mailed by post, it shall be considered that you have received it 5 (five) business days after its dispatch, except for cases when you factually receive the notification later than within terms stated in this Agreement.

9.2 If the handi.cash notification relates to material changes of the conditions of the Agreement, you will be informed 60 (sixty) days in advance. It shall be considered that you have received the notification and amendments of the conditions of the Agreement come into effect within 60 (sixty) days after the notification has been published on the System's website, sent to you by email or via any other instrument that has been indicated during the registration (post or SMS message with a link to a respective web page).



9.3 The notification period of 60 (sixty) days shall not be applied and notifications shall be provided in accordance with the procedure laid down in clause 9.1, if:

9.3.1 conditions of the Agreement are changed due to the changes in mandatory requirements of the legislation;

9.3.2 cost of services to the client are reduced;

9.3.3 prime cost of services provided by handi.cash increases and causes the increase in prices of handi.cash services;

9.3.4 a new service or a part of a service is introduced, which the Client can or does not use at his/her own choice.

9.4 Immaterial changes of the Agreement are style and grammar corrections, paraphrasing and transferral of a sentence, a clause or a section of the Agreement to make it clearer, provision of examples for articles, and other similar changes.

9.5 You undertake to check your email box and other instruments of notification reception indicated on the Account as well as the handi.cash System's websites on a regular basis, i.e. at least one time in a business day, in order to notice notifications about changes in the Agreement on time.

9.6 All notifications of the parties have to be sent in an acceptable language.

9.7 In the event of a new contact data, you must publish and, in case of amendments, renew the contact data (telephone number, email address and post address) in your Account immediately (within 1 working day). If you fail to renew the changed contact data in your Account, all consequences regarding non-submission of handi.cash notifications to you shall be your responsibility.

9.8 You can receive advice regarding all issues related to the System and to the performance of the Agreement by calling the handi.cash customer support phone number +356 2713 8030, filling in a request in the application or via email:

[support@handi.cash](mailto:support@handi.cash).



9.9 handi.cash shall notify you in advance, in accordance with the procedure, provided in clause 9.1, about known and potential technical failures of the System and systems or equipment of third parties employed by handi.cash for the provision of services, which may have an impact on the provision of handi.cash services.

### 10. How to report fraud?

10.1 What is fraud? There's no way to put it nicely – it's a criminal act to deceive you and take your cash. Fraudsters will use any trick they can, whether it's by phone calls, letters, emails, texts or social media.

10.2 Get in touch with us right away if you think you have seen suspicious activity on your account or have information about a possible fraudster. Here you'll find the contact you need, the next steps to take and what we'll do to help.

10.2.1 If you think you've been targeted and have lost money on your account or card, contact us straightaway on email [info@handi.cash](mailto:info@handi.cash)

10.2.2 There are a few key warning signs of fraud—like unauthorized transactions, unknown documents in your name or an unreasonable denial of credit, for example. Even if you are not absolutely certain, contact [info@handi.cash](mailto:info@handi.cash) to help sort things out. We encourage you to get in touch ASAP even if you are not positive something is wrong.

10.2.3 We may ask you to complete a legal form, provide documentation or give written confirmation of the disputed actions, depending on the situation. A handi.cash representative will be able to tell you what you need to do and explain the process each step of the way. Make sure to look for related communication via mail or email about next steps.

10.3 When a certain transaction seems to be fraudulent and you are involved, we will inform you in various ways appropriately.

10.3.1 If we are sure that the transaction is indeed fraudulent, we will refund the amount immediately. A personalised email will be communicated with advice.

10.3.2 If we find that we or our clients are being targeted with strange emails or letters from unknown sources claiming to represent our company with the ultimate criminal



fraudulent purposes on financial transactions and eventually jeopardizing credibility on business transactions, a general email will be communicated to all users as to raise awareness.

10.3.3 A transaction will be put on hold and a request for more information will be sent to you should:

- (a) characteristics of transaction are similar to fraudulent transactions observed in the past or trend of execution pertains to that of fraudulent activity
- (b) there were more than 4 payment attempts
- (c) there be suspicious personal information provided

10.4 Reporting fraud can lead to more awareness and better education. If necessary, we encourage you to contact your local law enforcement authorities if you believe you were a victim of fraud.

10.4.1 Reporting fraud is critical: It helps us educate other consumers and can give authorities information about the latest frauds in the marketplace. We work with police organizations around the world, but it is important to note that our role is not law enforcement and there are inherent dangers in trying to catch criminals, to both our agents and customers. Because of this, and the fact that receivers can spend the e-money anytime, from a broad number of locations, we cooperate with law enforcement agencies to help in the investigation and prosecution of people who take advantage of our services to commit fraud.

## 11. What can be changed in the agreement?

11.1 handi.cash has the right to unilaterally amend and/or supplement conditions of the Agreement by following the notification procedure set forth in clause 9.

11.2 You have no right to change and/or amend the conditions of the Agreement unilaterally.

11.3 If you do not agree to amendments to the Agreement, you have the right to refuse the provision of handi.cash services and terminate the Agreement, notifying handi.cash about this 30 days in advance. The use of handi.cash services by you after amendments and/or additions to the conditions of the Agreement have been announced shall mean your consent to amendments or additions of the conditions of the Agreement.





11.4 Amendments to the Agreement are carried out according to the procedure provided for in this Agreement.

11.5 The Parties can, by a separate written agreement, agree on additional conditions which are not provided in the Agreement, or conditions other than those provided in the Agreement. Such agreement shall become an integral part of the Agreement. Upon the Client's request, the draft agreement shall be drawn up by handi.cash and sent to the Client by fax or email (the agreement may also be concluded in a form of a declaration). If the Client agrees with the draft provided, the Client shall sign the draft and forward the scanned copy of the document to handi.cash by fax or email. Handi.cash has the right to require the Client to send the agreement by post with the original signature of the Client. Such agreement shall enter into force after the signed agreement has been sent to handi.cash, i.e. the signature of handi.cash on the agreement is not required and handi.cash does not have to send the signed agreement back to the Client.

## 12. When will we suspend service provision or terminate the agreement?

12.1 handi.cash, at its discretion, has the right to unilaterally and without prior warning apply one or several following measures:

12.1.1 suspend execution of transfers;

12.1.2 suspend the provision of all or part of services to the Client;

12.1.3 limit Client's access to the Account;

12.1.4 detain Client's funds which has caused a dispute;

12.1.5 refuse to provide services.

12.2 Measures indicated in clause 11.1. of the Agreement can be applied only in the following exceptional cases:

12.2.1 if the Client violates the Agreement or its Supplements fundamentally, or a real threat arises that the Client will violate the Agreement or its Supplements fundamentally;



12.2.2 if activities carried out by the Client using handi.cash Account could harm handi.cash business reputation;

12.2.3 if the Client does not observe the requirements of section 7 of the Agreement;

12.2.4 if due to the continued provision of services, justified interests of third parties can be harmed fundamentally;

12.2.5 in cases laid down in the legislation;

12.2.6 in other cases provided in the Agreement or amendments thereto.

12.3 The purpose of limitations set forth in clause 11.1. is to protect handi.cash, third persons and the Client from potential monetary sanctions, losses, and other negative consequences.

12.4 handi.cash shall inform you about the measures indicated in clause (11.1). immediately, and to return the funds that belong you – in 2 (two) business days from the moment of the service provision suspension.

12.5 In the case that handi.cash has reasonable suspicions that you, or through your Account, are guilty of money-laundering, sponsorship of terrorism or other criminal activity, handi.cash has the right to fully or partially suspend the provision of services without providing you with explanation or notification.

12.6 You have the right to terminate the Agreement unilaterally, but you have to notify handi.cash in writing 30 (thirty) calendar days in advance. The period may shorten upon a fee as stated in the Product information provided in the website.

12.7 handi.cash has the right to terminate the Agreement and its Supplements unilaterally and refuse to provide services without indicating the reason, by notifying you 30 (thirty days) in advance by means of the notification processes provided in the section (9) of the present Agreement.

12.8 In case of Agreement termination, handi.cash will deduct from Client's funds any amounts payable to handi.cash in respect of services provided to the Client, fines,



forfeits, losses and other amounts paid to third parties, which handi.cash has incurred or paid due to the fault of the Client. If the amount of funds on the Client's handi.cash Account (or Accounts) is insufficient to cover all amounts indicated in this clause, the Client undertakes to transfer provided amounts to the account of handi.cash within 3 business days. In case handi.cash regains a part of amounts paid to third parties, handi.cash undertakes to return the regained amounts to the Client.

### 13. Confidentiality and data protection

13.1 The Parties undertake to protect each other's technical and commercial information, except for publicly available information which has become known to them while executing this Agreement, and not transfer it to third parties without a written consent from the other Party or its representatives.

13.2 The Parties guarantee the protection of personal data received while executing this Agreement. Personal data is used as much as is necessary to execute the Agreement. The mentioned personal data cannot be disclosed to third parties without consent from the subject of this data, except for cases provided for by law.

13.3 The period of data protection is 10 (ten) years (counting from the moment of termination of civil relationships). After personal data processing period has terminated, all personal data belonging to the client is destroyed.

13.4 You undertake to protect and not disclose any passwords created by or provided to you under this Agreement or other personalised security features of payment instruments to third persons, and not to allow other persons to use services under your name. If you have not complied with this obligation and/or could, but have not prevented it and/or performed such actions on purpose or due to the own gross negligence, you fully assume the losses and undertakes to reimburse the losses of other persons, if they were incurred due to the indicated actions of you or your failure to act.

13.5 If you lose his/her Account password or it (they) are disclosed to third parties not due to any fault of yours or that of handi.cash or if a real threat has occurred or may occur to your Account, you undertake to change the password/s immediately.

13.6 The email linked to handi.cash Account, and also other instruments (e.g. mobile telephone number), which under your choice are linked to your handi.cash Account, are



used as instruments for communication with you and/or your identification instruments; these instruments and logins to them have to be protected by you. You are fully responsible for the security of your email password/s, all the other instruments used by you and their login passwords. We recommend that you memorise your password/s and do not write them down or enter them in any instruments where they can be seen by other persons.

13.7 The Client's data protection issues are also regulated by handi.cash Privacy Policy document, which the Client agrees to have read and is in agreement with.

13.8 handi.cash has the right to transmit all collected important information about you and your activity to law enforcement institutions, national regulatory agencies and/or state authorities, like the MFSA, the FIAU and the Central Bank of Malta, if such duty is determined by legislation.

13.9 In all cases, handi.cash operates only as the service provider of the Client, which sends money to the recipient under the request of the Client (money sender), and does not provide or offer any services specially for the recipient until s/he becomes the Client of handi.cash.

## 14. Fines, forfeits & losses

14.1 Each Party is responsible for all fines, forfeits and losses that the other Party has incurred due to the violation of the Agreement made by the guilty Party. The guilty Party undertakes to compensate direct damage incurred due to such liability to the affected Party. In all cases, handi.cash liability under the Agreement is limited by the following provisions:

14.1.1 handi.cash shall only be liable for direct damages caused by a direct and essential breach of the Agreement made by handi.cash, and only for such damages which could have been reasonably anticipated by handi.cash during the breach of the Agreement;

14.1.2 the amount of compensation for damages caused by handi.cash having violated the Agreement cannot exceed the average of commission fees for the last 3 (three) months, which were paid to handi.cash by the Client for provided services. This restriction is applied for the total amount of all violations of that particular month. If the



average of 3 (three) months cannot be calculated, compensation cannot exceed EUR 200 (two hundred Euros);

14.1.3 In all cases handi.cash, shall not be responsible for profit and income that the Client has not received and/or loss of Client's reputation and/or loss or failure of Client's business and/or indirect damages;

14.1.4 limitations on the liability of handi.cash shall not be applied if such limitations are prohibited by the applicable law.

14.2 handi.cash does not guarantee uninterrupted System operation, because this can be disrupted by many factors which are beyond control of handi.cash. We shall put all efforts to secure the most possible seamless System operation; however, we shall not be liable for consequences originating due to System operation disruptions, if such disruptions that occurred were not due to the fault of handi.cash.

14.3 Cases when handi.cash limits access to the System temporarily, but not longer than for 24 (twenty-four) hours, due to System repair, development works, and other similar cases - and if handi.cash informs the Client about such cases at least 2 (two) calendar days in advance - shall not be considered as System operation disorders.

14.4 Handi.cash is not liable for:

14.4.1 fund withdrawal and transfer from your handi.cash Account and for other payment operations with funds held on your handi.cash Account, if you have not secured your password/s and identification instruments, and due to this the password/s has/have become known to other persons, and also for illegal actions and operations of third persons, performed using counterfeited and/or illegal documents or illegally received data;

14.4.2 errors made by banks, payment systems, and other third persons;

14.4.3 consequences arising due to disturbances of fulfilment of any handi.cash obligations because of reasons caused by a third party which is beyond our control.



14.4.4 consequences arising after handi.cash has lawfully terminated the Agreement, cancelled Client's Account or limited access to it and/or after limitation/termination of provision of part of services;

14.4.5 default and damages, if the default or damage has been made due to handi.cash fulfilling duties determined by the law.

14.5 You guarantee that all your actions, related to your obligations under this Agreement and/or subsequent amendments will comply with the legislation of the Republic of Malta.

14.6 You are fully responsible for the correctness of data and orders provided to handi.cash and when filling in documents in the System.

14.7 You will bear all losses that may arise due to unauthorised payment operations for the amount of up to EUR 150 (one hundred and fifty) Euro, if these losses have been incurred due to:

- usage of a lost or stolen payment instrument;
- illegal acquisition of a payment instrument if you have not protected your personalised security features.

14.8. You will bear all the losses incurred due to unauthorised payment operations if you have incurred them by acting dishonestly, due to your gross negligence or by intentionally not fulfilling one or several of the below indicated duties:

- to comply with the rules regulating the issuance and usage of the application provided in the present Agreement or its Supplements when using the application;
- if you find out about the loss, theft, illegal acquisition or unauthorised usage of the application registered in your name, and about facts and suspicions that personalised security features of your e-money wallet has become known to or can be used by third persons, you have to notify handi.cash immediately on [support@handi.cash](mailto:support@handi.cash).
- after registering on the application, to undertake measures to protect personalised security features of the application registered in your name.

14.9 You have to check information about payment operations performed on the application at least once a month and notify handi.cash on [support@handi.cash](mailto:support@handi.cash) about unauthorised or improperly carried out payment operations, and also about any other errors, inconsistencies or inaccuracies in the statement. The notification has to be



submitted immediately, but not later than within 30 (thirty) calendar days after the event has occurred. If during the set time you do not submit these notifications, it is considered that you have unconditionally agreed to the payment operations carried out on the payment account.

14.10 The Parties are relieved from the liability for failure to perform the Agreement, if it proves that the Agreement has not been executed due to circumstances of Force Majeure. The Client has to notify handi.cash about Force Majeure circumstances which prevent the performance of the agreement in writing within 10 (ten) calendar days after a day of the occurrence of such circumstances. handi.cash shall notify the Client about Force Majeure circumstances via email or on the System websites.

### 15. What can you do if you have a dispute with handi.cash?

15.1 handi.cash aims to settle all disputes with the Client amicably, promptly and on terms acceptable to all Parties. In case of dispute occurrence, Clients are encouraged to address handi.cash directly.

15.2 You may submit any claim or complaint regarding services provided by handi.cash by sending a notification via email to [support@handi.cash](mailto:support@handi.cash), contacting the Customer support number or sending a notification via the application.

15.3 We shall examine your claim or complaint and notify you about the decision not later than within 30 (thirty days).

15.4 If the client is dissatisfied with handi.cash's handling of his/her complaint in relation to the service provided, s/he may refer the complaint to the Office of the Arbiter.

Address: Office of the Arbiter for Financial Services, 1st Floor, St Calcedonius Square, Floriana, FRN 1530, Malta

Website: <http://financialarbiter.org.mt/>

E-mail: [complaint.info@financialarbiter.org.mt](mailto:complaint.info@financialarbiter.org.mt)

Telephone: calls from Malta: 80072366 (Freephone); calls from outside Malta: (+356) 21249245



### 16. Law and jurisdiction

16.1 This Agreement is governed by Maltese Law. All disputes arising out of/ or relating to this Agreement shall be resolved by the Maltese Courts, except where European Union legislation requires a specific dispute to be resolved by the courts of another jurisdiction.

### 17. And finally...

17.1 Each Party confirms that it possesses all permits and licenses required under the law of the Republic of Malta that are necessary for the execution of this Agreement.

17.2 The Parties are liable to the state for fulfilment of all tax obligations independently.

17.3 The Client does not have the right to assign his/her rights and obligations arising out of this Agreement to third parties without a prior written consent from handi.cash. handi.cash reserves a right to assign its rights and obligations arising out of this Agreement to third parties at any time without any consent from the Client, if such transmission of rights and obligations complies with the legislation.

17.4 If any provision of the Agreement is recognised as invalid, the other provisions of this Agreement do not cease to apply.

17.5 The Agreement comes into effect as provided for in clause 2.5. of the Agreement. You can save the text of the Agreement during your registration in the System.

17.6 This Agreement is provided in the System in the English language. The Agreement is applicable to the Client in the language the Agreement was introduced to the Client during the registration in the System.

17.7 Links to websites given in the Agreement and amendments regulating the provision of separate services are integral parts of this Agreement and are applied to the Client from the moment s/he starts using the respective service.

17.8 Your funds under the handi.cash e-Money Application are not covered by the Malta Financial Services Authority's Deposit Compensation Scheme.





17.9 You may not assign or transfer any rights, obligations, or privileges that you have under this Agreement without our prior written consent. Subject to the foregoing, this Agreement will be binding on each party's successors and permitted assigns. Any assignment or transfer not permitted under this section will be deemed null and void.

### 18. Disclaimer

We have no control over the quality, fitness, safety, reliability, legality, or any other aspect of (a) any good or service that you may purchase or sell using the handi.cash e-Money Application or (b) any Merchant's storefront or website that you may access as part of using the handi.cash e-Money Applications. We do not monitor the actions or the status of Merchants. We are not required to issue refunds if a product or service turns out to not meet your expectations, or if the Merchant does not fulfill its commitments. We have no obligation to, and cannot guarantee that we will, resolve any disputes related to any transaction to your satisfaction. The handi.cash e-Money Application is provided "as is" and without warranty. You acknowledge and agree that from time to time, the handi.cash e-Money Application may be delayed, interrupted or disrupted for an indeterminate period of time due to circumstances beyond the reasonable control of handi.cash including, without limitation, any inaccuracy, interruption or delay in transmission by the telecommunications carrier used with the eligible Mobile Device to access the wireless web, or any interruption, disruption or failure in the provision of the handi.cash e-Money Application whether caused by strikes, power failures, equipment malfunctions or other reasons. handi.cash and its affiliates shall not be liable for any claim arising from or related to the handi.cash e-Money Application arising from any such delay, interruption, disruption or similar failure. In no event will handi.cash or any affiliate or aggregator be liable for indirect, consequential or special damages, including lost profits, arising from your use of the handi.cash e-Money Application, even if such damages were reasonably foreseeable and notice was given regarding them. These limitations will apply to all causes of action, whether arising from breach of contract, tort (including negligence) or any other legal basis. By identifying a cell phone or other device as an Eligible Mobile Device for use with the handi.cash e-Money Application, handi.cash does not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of such device. You are responsible for the selection of an eligible mobile device and for all issues relating to the operation, performance and costs associated with such device with your telecommunications carrier.



### 18.1 NO WARRANTY

The website and the handi.cash e-money applications are provided on an “as is” basis.

To the fullest extent permitted by applicable law, we make no representations or warranties of any kind, express or implied, regarding the website, the handi.cash e-money application or any application or documentation, including without limitation:

(a) any implied warranties of merchant ability, fitness for a particular purpose, title, or non-infringement;

(b) that the website, the handi.cash e-money application, or any application or documentation will meet your requirements, will always be available, accessible, uninterrupted, timely, secure, operate without error, or will contain any particular features or functionality; or

(c) any implied warranty arising from course of dealing or trade usage.

We will not be considered to have waived any of our rights or remedies, or any portion of them, unless the waiver is in writing and signed by us. Our failure to enforce the strict performance of any provision of this Agreement (including the handi.cash Privacy Policy) will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of this Agreement (including the handi.cash Privacy Policy).

### 18.2 LIMITATION OF LIABILITY

To the extent permitted by applicable law, we and our affiliates (and our and their respective employees, directors, agents and representatives) will not be liable for any indirect, incidental, punitive, or consequential damages arising out of or in connection with this agreement, the website, the handi.cash e-money application (including the inability to use the handi.cash e-money application), or any services or goods purchased or transactions entered into through the handi.cash e-money application. To the extent permitted by applicable law, in no event will the aggregate liability of handi.cash or our affiliates (and our and their respective employees, directors, agents and representatives) arising out of or in connection with this agreement or the transactions contemplated hereby, whether in contract, tort (including negligence, product liability or other theory), warranty, or otherwise, exceed EUR 3,000.

Except to the extent of any liability with respect to the e-Money Application that as a matter of law cannot be limited, in no event will we be liable to you for any failure or delay by us (or our employees, agents, or representatives) in performing our obligations under this Agreement, regardless of whether the failure or delay is caused by an event or condition beyond our control.



### 18.3 INDEMNITY

You will indemnify and hold harmless us and our affiliates (and their respective employees, directors, agents and representatives) from and against any and all claims, costs, losses, damages, judgments, Tax assessments, penalties, interest, and expenses (including without limitation reasonable legal fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in this Agreement, including without limitation any violation of our handi.cash Privacy Policy; (b) your wrongful or improper use of the handi.cash e-Money Application; or (c) any illegal or fraudulent use of the handi.cash e-Money Application.

**WE STRONGLY ENCOURAGE YOU TO REVIEW THIS AGREEMENT CAREFULLY. IN CASE OF QUERIES, KINDLY CONTACT US.**

**If you would like a copy of this Agreement sent to your e-mail, please contact our Customer Support Department.**