

TERMS AND CONDITIONS

Contents

pg. 3	1. INTRODUCTION
pg. 3	2. ABOUT US
pg. 3	3. SERVICES
pg. 4	4. OUR RIGHTS
pg. 4	5. YOUR OBLIGATIONS
pg. 4	6. RESTRICTED ACTIVITIES
pg. 5	7. TRANSFER OF FUNDS HELD IN YOUR UP2 MONEY ACCOUNT
pg. 5	8. ACCOUNT CLOSURE
pg. 5	9. TERMINATION AND/OR SUSPENSION OF OUR SERVICES
pg. 6	10. SECURITY
pg. 7	11. INTELLECTUAL PROPERTY
pg. 8	12. LIABILITY
pg. 9	13. CARD AND CARD SECURITY
pg. 10	CHANGES TO THIS AGREEMENT
pg. 11	COMPLAINTS
pg. 11	MISCELLANEOUS
pg. 11	PAYMENT SERVICES PROVIDERS

1. INTRODUCTION

This document (the "Agreement") sets out the terms and conditions that are applicable to the financial management, accounting, and related services provided by Up2 Money (the "Services") including the use of your account with finance management software operated by Up2 Money, and related services, as they may be amended from time to time. You can find the latest version of this Agreement on Up2 Money Website or you may ask for a copy at any time.

Before you start using our Services, please read this Agreement as it outlines the main information about us, our Services, when this Agreement ends, and other useful information related to the relationship between you and us. You will not be able to use any of our Services unless you accept this Agreement. This Agreement is indefinite meaning that it is valid until it is terminated in accordance with this Agreement. Please read it carefully and make sure that you understand this Agreement before deciding to sign up with us.

By visiting Up2 Money Website, and using our Services, you confirm that you agree to and accept this Agreement including any and all updates as made by us from time to time and any and all additional documents referred hereunder. If you do not agree to and accept this Agreement, you are not entitled to use our Services.

This Agreement together with other additional documents listed below applies to your use of our Services and shall form a legal agreement between you and us:

- [Privacy Policy](#)

- In certain cases, our third-party partners may be providing services to you. In this case, the terms and conditions of such third-party partners shall apply, however, we do not take any responsibility for the conduct or omissions of such third-party partners. In certain cases, you may be required to contract directly with specific third-party partners and/or pay directly for certain third-party services in order to use our Services.

Note that this Agreement outlines general terms and is not specific to any of our Services. Each of our Services may be subject to additional specific terms, which you will need to agree to use the specific Services. Such specific Services terms may take precedence over this Agreement. Additionally, further specific terms may apply to you, e.g., depending on your jurisdiction, based on your activities or industry.

From time to time we might need to request additional information from you and/or documentation in order to provide Services or change the Agreement according to this Agreement.

2. ABOUT US

Up2 Money UAB, trading name Up2 Money, a company incorporated and registered in the Republic of Lithuania (registration number: 306265453) registered address: Laisves pr. 60, LT-05120, Vilnius, Lithuania.

We are not financial advisers, and we do not provide financial, legal, tax, or any other advice. We are not responsible for ensuring your Up2 Money Account has sufficient funds for your needs, purposes, or transactions. We do not make any representations, warranties, or guarantees that any or all of the Services are suitable or appropriate for you. If you are not sure whether any of the Services are suitable or appropriate for you, you should seek advice from qualified financial, legal, tax, or other advisers.

You can contact us by email. Our contact details are provided in the "Get in touch" section of our Up2 Money Website.

3. SERVICES

Up2 Money provides services to entities on conditions set up in this agreement. Up2 Money charges its customers on a account management fee basis, directly debited from the customer's account. The conditions may change depending on Up2 Money and/or Up2 Money's partner service or pricing changes prior written notice. Current fees can be found [here](#).

Up2 Money accepts legal entities that are located within jurisdictions acceptable by Up2 Money. Please find the full list [here](#). To apply for an Up2 Money Business Account, the company must be represented by the authorized person(s) of at least 18 years old.

Up2 Money provides you with a virtual account that allows you to hold, send, receive funds, and manage your financial questions, including invoice issuing and analytics. Up2 Money Account is not a bank account and funds are held in Up2 Money Partner's account and do not generate any interest. You acknowledge that funds held on the respective partner's Account are the property of the respective entity registered as the holder of such Up2 Money Account.

You undertake that by opening and/or using Up2 Money Account you shall not violate any applicable laws or regulations. You will be solely responsible for any implications and/or damages resulting from a breach of this Section and/or breach of any applicable laws or regulations by you.

You confirm that any activity on your Up2 Money Account is carried out by yourself as the registered customer. You shall not use your Up2 Money Account to make transactions on behalf of any other person and/or entity. By opening an Up2 Money Account, you hereby agree not to open more than one Up2 Money Account for your use as a legal entity or individual.

You can upload funds into your Up2 Money Account using the following options, but we cannot guarantee that all of these methods will be always available to you at all times, and we may change or remove any of these methods without prior notice to you:

- transfers from your accounts held with other financial institutions, or
- receive a transfer from a third-party account held with other financial institutions, or
- internal transaction from other individuals or business who have personal or business Up2 Money Account, or
- top up from your credit/debit card.

For the avoidance of doubt, while uploading money into your Up2 Money Account, we are merely a recipient of funds and do not provide any payment service during this process. Up2 Money is not liable for the progress of the transaction prior to the moment of receipt of funds by Up2 Money. In case you have any issues with uploading funds to your Up2 Money Account, in addition to contacting us, you may have to contact your bank or your card or payment service provider with whom you initiated the transaction to solve the issue.

Sums received into your Up2 Money Account might be reversed (including, but not limited to in case of a chargeback) and you undertake that we can deduct any such amount being subject to reversal from your Up2 Money Account in the event when such reversal was initiated by the person who paid you this amount in question, any relevant payment services provider or upon request of a relevant authority.

4. OUR RIGHTS

We reserve the right to suspend or restrict your Up2 Money Account access and/or hold your funds if we suspect that you or your company is the subject of any sort of external investigation (including, but not limited to, legal, regulatory, criminal, or civil actions or suits).

We also reserve the right to request from you any additional information confirming your age and/or any other information related to the usage of our Services. We have to do this for a number of reasons, including to check your identity, and to meet our legal requirements. Our Privacy Policy explains more about how we use your information for these and other purposes.

You are aware that we may ask you to confirm the accuracy of the provided information or/and request any additional information and/or documentation at any time. You are obliged to submit such information to us. We reserve the right to suspend your access to and use of the Services, hold your funds, and/or terminate your Up2 Money Account if you provide us with inaccurate, untrue, or incomplete information about you, your business, or your transactions, or if you fail to comply with any account registration requirements and/or our requests for additional information or documents. Should you fail to comply with these provisions, you agree that this will also entitle Up2 Money to cease the provision of any other Services to you and/or report you and/or any suspicious activities to the relevant authorities as required under applicable law.

5. YOUR OBLIGATIONS

When you provide us with any information related to the use of Services, such information must be accurate, complete, and truthful. You undertake and are obligated to maintain your Up2 Money Account details updated at all times. If any of the earlier provided information has changed, you shall promptly update it. In case you failed to update any earlier provided information which has changed, you are hereby aware that Up2 Money is not responsible for any financial loss related to such failure.

Please note that certain legal and regulatory restrictions apply while depositing funds into your Up2 Money Account (such as the maximum amount per deposit and the number of deposits made during a certain time). Also, it is important to note that we/our partners are under the obligation to verify the origins of the funds, especially in the case where you receive funds from a third person into your Up2 Money Account. Upon our request, you are obliged to immediately submit to us any and all documentation regarding the underlying transaction, the origin of the funds, your contractual, business, or personal relationship with the third party if applicable, and any other documentation we reasonably request. This is to follow the obligatory anti-money laundering laws and regulations.

You are responsible for any taxes which may be applicable to transactions you make or receive, and it is your responsibility to collect, report and pay the correct tax to the appropriate tax authority.

6. RESTRICTED ACTIVITIES

You are not allowed to open or to hold an Up2 Money Account if you or the legal entity you are representing is engaged in any business or activity in any of the below spheres or connected to the below activities or objects:

- Sale of arms and weapons
- Pornography and other adult services

- Sale of narcotics
- Gambling and casinos
- Online pharmaceuticals
- Cash transfers
- Cryptocurrencies
- Remittance

We, at our discretion, can decide on whether to allow you to register or hold an Up2 Money Account if you or the legal entity you are representing is engaged in any activities that we are not comfortable with, or your risk profile does not conform to our risk appetite either at the moment of opening your account or at any later moment. We also reserve the right to update the list of prohibited businesses at our discretion.

7. TRANSFER OF FUNDS HELD IN YOUR UP2 MONEY ACCOUNT

You can use your Up2 Money Account to make transfers through SEPA credit transfers, SEPA instant, in the EU/EEA.

In order to send a payment from your Up2 Money Account you would need to set up a payment order following the steps as prompted on the screen and providing us with the accurate information needed to execute this payment. Such information shall include but might not be limited to (a) the recipient's name, (b) the recipient's account details or their Up2 Money Account details, and (c) the amount to be transferred.

By submitting the necessary information in relation to the payment in question we consider that you gave Up2 Money your consent and authorized us to execute the payment in accordance with the information provided by you. Once we have received the payment order, it cannot be cancelled or reversed unless specifically permitted by applicable law. Therefore, it is important that you provide the correct information as you may lose funds sent to an incorrect recipient. In order for us to execute your payment order, your Up2 Money Account needs to have sufficient funds in it. Up2 Money is not responsible for any delays caused by insufficient funds in your Up2 Money Account.

You agree to comply at any time with our request for further information taking into account that such information shall be uploaded in a format acceptable by us. You also agree that we may from time to time make, directly or through any third party, any inquiries we consider necessary to validate the information you provided to us, including checking commercial databases or credit reports, and consequently authorize us to obtain such information.

We will let you know about the estimated time of completion of your payment order when you complete all the necessary steps to set up a such payment order.

8. ACCOUNT CLOSURE

You may close your Up2 Money Account at any time by contacting us at support@up2.money. Upon closure of your Up2 Money Account, all pending transactions shall be completed. You also must within a reasonable time to withdraw any funds remaining at your balance in Up2 Money Account. This Agreement shall terminate upon due closure of your Up2 Money Account in accordance with this Agreement. We reserve a right to limit your access to Up2 Money Account after a reasonable time has passed.

Please note that we may hold some of your funds to cover any outstanding transactions you approved before the account closure. The process of clearing out pending transactions may take up to sixty (60) days, after which we will be able to pay out your balance in full to an account designated by you, less any fees and charges payable to us, provided that no law, regulation, regulatory authority or court requires us to withhold the balance for any reason.

Please note that if your Up2 Money Account has been suspended, we shall not close your Up2 Money Account until we have completed any ongoing investigations. In this event, the support team will keep you updated on the status of any such investigation, if permitted under applicable law.

We also reserve a right to hold your money until the investigation or any due diligence check are fully completed in order to protect our or a third party's interest. Please note that in certain cases, we are not permitted to disclose the reasons or details of suspending your Up2 Money Account and/or holding your funds due to applicable regulations.

You are responsible for your Up2 Money Account and any conducted activity there until the time of closure of your Up2 Money Account, including for all obligations related to your Up2 Money Account, even after it is closed.

9. TERMINATION AND/OR SUSPENSION OF OUR SERVICES

We reserve the right to terminate this Agreement with you and consequently close your Up2 Money Account and/or

any of our Services for any reason by giving you two (2) months prior notice. We do not have to substantiate closing your Up2 Money Account and/or any of our Services.

We reserve a right to terminate this Agreement with you and consequently close your Up2 Money Account and/or any of our Services without advance notice in the following cases:

- we have reasons to believe that you are acting fraudulently, or you provided us with false information or illegal documentation, or
- we believe that you are in breach of any provision of this Agreement or any other document applicable to you under this Agreement, or
- we are obliged to do so under applicable laws, regulations, court orders, or instructions of a regulatory authority or law enforcement agency, or
- we or any other third party have flagged transactions related to you as suspicious, or
- we have reasons to believe that you are in breach of any applicable law or regulation, or
- we have reasons to believe that you are engaged in any activity related to money laundering, terrorism financing, or in any other criminal or illegal activity, or
- legal entity you represent is subject to a petition in any type of bankruptcy or insolvency proceedings, has liquidity issues, including not being able to pay Up2 Money fees or is being wound up, dissolved, or liquidated for any reason, or ceases to carry on its normal business activities for any reason for a period of 30 (thirty) or more calendar days;
- your business activities changed into a type of activities not accepted by us or there has been a material change of control in the ownership of the company or its directors or representatives or the person holding legal power to manage the business, and therefore your business is no longer eligible for Up2 Money Account, or you have failed to present relevant KYC documentation to our satisfaction or
- usage of our Services by you could harm our reputation, or
- you have been abusive (including the use of abusive language) to Up2 Money's representatives, staff, or partners.

We may suspend or delay a transaction due to the following reasons:

- your Up2 Money Account is suspended as outlined hereunder in this Agreement;
- a relevant third party prevents us from making the transaction due to their regulatory obligations;
- you failed to provide us with the requested information reasonably needed by us;
- the company you are representing is declared bankrupt or insolvent, or is being wound up, or a similar event is taking place;
- we believe you provided us with incorrect or incomplete recipient information;
- the transaction needs to be assessed due to legal or compliance requirements;
- we believe that the transaction will breach this Agreement or any applicable legislation or regulation or is otherwise prohibited (including, but not limited to where we believe the transaction would violate international sanctions).

In case we have a reason to believe that the security of your Up2 Money Account was compromised, or we have grounds to suspect that your Up2 Money Account was used in a fraudulent or unauthorized way, we can suspend or close your Up2 Money Account.

10. SECURITY

Up2 Money uses strong customer authentication solutions, data encryption, fraud detection software, and software notifying us when login credentials of our customers may have been compromised to keep your Up2 Money Account information and funds safe.

We will do everything we can to keep your Up2 Money Account safe, but you have an obligation to monitor any activity happening in your Up2 Money Account and reach out to us via email at fraud@up2.money in case of any irregularity in your Up2 Money Account or if you suspect that your Up2 Money Account or other security credentials are stolen, lost,

used without your authorization or otherwise compromised. In such cases, you are required to change your password as soon as possible. Any undue delays in notifying us may affect the security of your Up2 Money Account. Up2 Money is not responsible for any financial losses that arise due to your non-compliance with your obligations set out in this Agreement and applicable law.

In order to keep your Up2 Money Account safe, you shall:

- Change your password regularly and ensure that it is not used across other online service providers.
- Immediately reach out to us if somebody asks you for your Up2 Money Account credentials.
- Keep your e-mail account secure. You are required to inform us immediately if your email address becomes compromised.
- Keep your tools for 2FA safe and secure.

In order to keep your Up2 Money Account safe, you are not permitted to:

- Disclose your Up2 Money Account credentials (password and email), or any other information related to the safety of your Up2 Money Account to any third party.
- Let anyone besides yourself access your Up2 Money Account or watch you accessing it.
- Store Up2 Money Account credentials in your computer or browser or enable credentials to be cached or otherwise recorded.

Unauthorized transactions. If you notice or suspect that someone other than you has used your Up2 Money Account or Up2 Money card, you must contact us immediately and in any event no later than four (4) months following the unauthorized transaction; otherwise, you may not be entitled to have any errors corrected. You must immediately freeze or block any affected Up2 Money Account or Up2 Money card. We will only refund an unauthorized transaction that has happened after you notify us that your Up2 Money card is stolen, lost, or otherwise has been compromised or that someone is using your Up2 Money Account or Up2 Money card without your authorization. We will not refund an unauthorized transaction if evidence suggests that: (i) you or such third party involved was acting fraudulently; (ii) you have shared the credentials, your Up2 Money Account, or your Up2 Money card with a third person; (iii) use of your Up2 Money Account or card was possible due to your failure to keep your Up2 Money Account or Up2 Money card credentials safe; or (iv) due breach of these terms and conditions.

We will treat any payment order issued using the Up2 Money card or our Services as evidence that you authorized the transaction or did not keep your security details safe. Up2 Money reserves the right to investigate each unauthorized transaction and to debit any Up2 Money Account with such an amount if we determine that the transaction was, in fact, authorized.

Refunds are processed within twenty four (24) hours from the date you have provided us with all the required information to process the request, however subject to all of the recipients and their consent to return the payments. If you authorize any third party to use your Up2 Money Account and make a transaction, we will not be responsible for any such use and/ or transaction. You undertake that you are still responsible for any such activity on your Up2 Money Account or any use of our Services by a third party authorized by you.

You agree not to use our Services including Up2 Money Website in a way which may harm our technology infrastructure, particularly through usage of viruses, trojans, worms, logic bombs or other materials which are malicious or technologically harmful. You are responsible for assuring security of any of your devices you are using to access your Up2 Money Account or to use our Services.

11. INTELLECTUAL PROPERTY

Up2 Money intellectual property ("Intellectual Property") include any trademarks, trade and business secrets, logos, patents, copyright, software (including without limitation the API, developer tools, sample source code, and code libraries), data, materials, domain name, content and printed and electronic documentation (including any specifications integration guides) developed and provided by us or our Affiliates to you, or available for download from Up2 Money Website. All this IP shall constitute Up2 Money's property and all these rights are exclusively reserved for Up2 Money, and you must not use our IP except in a manner explicitly permitted in this Agreement.

You have the right to use the Services under a non-exclusive license, which will remain in effect until your Up2 Money Account is suspended or deleted or these rights are withdrawn by us for any reason. Such right to use our Services is personal, non-transferable, and solely applicable for use of respective Services. The sole purpose of the license granted to you is to enable the use of the Services in accordance with this Agreement.

You may not, and may not attempt to, directly or indirectly:

- assign, transfer, sublicense, loan, sell, assign, lease, rent, distribute, or grant rights in the Services to any

person or entity, or

- remove, obscure, or alter any notice of any of our trademarks, or other Intellectual Property appearing on or contained within the Services or on any materials, or
- modify, copy, tamper with, or otherwise create derivative works of any software included in the materials, or
- reverse engineer, disassemble, or decompile the materials or the Services or apply any other process or procedure to derive the source code of any software related to our Services, or
- using the word “Up2 Money” or our logos in any business name, email, or URL except with our prior written consent

12. LIABILITY

Since Up2 Money is an online service provider, we cannot guarantee that our Services will be uninterrupted, and error-free, that they will always work smoothly, or that they correspond to a special condition of merchantability or fitness for a particular purpose. We do not offer any warranties to the quality and suitability of the Up2 Money Services to you and you use the Services at your own risk. However, we will make commercially reasonable efforts to ensure that your experience with us is as little interrupted or free of faults as possible.

You agree that Up2 Money will not be responsible for any direct or indirect damages, including, but not limited to costs, regulatory or contractual fines, state or governmental fees, taxes, loss of income or profit, loss of goodwill, or damage to reputation, loss of business contracts or opportunities, loss of anticipated savings, or consequential loss directly or indirectly caused by your use of Up2 Money Services or by you opening an Up2 Money Account and/or applying for or using your Up2 Money card. To the extent such limitation is permitted by law, Up2 Money will not be responsible for any damages, losses or costs you may incur as a result of:

- third party fraudulent activity unless such fraudulent activity was directly caused by Up2 Money's gross negligence;
- any inconsistencies, delays, errors, disruptions, or issues in relation to our Services (including your Up2 Money Account and Up2 Money card) or any virus, malware, phishing, or other technological attacks or harmful activities that may infect your equipment and/or software infrastructure, or
- you providing us with incorrect or incomplete information;
- fees or other additional charges applied by third parties in relation to your transaction;
- a legal or regulatory requirement, or any unusual or unexpected events outside of our control;
- loss of data;
- for any action or inaction of a third party.

In any case, we will use reasonable endeavors to assist you with your request and help you resolve any issues, however, Up2 Money, in no event shall be held responsible for any of the following:

- incorrectly executed transaction(s) sent to or from your Up2 Money Account or any transaction(s) not executed at all caused by your mistake; and
- fees, interest, or costs occurring due to any transaction sent to or from your Up2 Money Account.

You will be held liable for any breach of this Agreement and/or incorrect or non-compliant use of our Services, for any incorrect information provided to us for breach of any applicable law or regulations and you shall be responsible for our and any relevant third parties direct or indirect damages, losses and other costs arising in such circumstances.

You shall defend, indemnify, protect, save, and hold harmless us and our Affiliates, directors, officers, employees, and agents, against any and all liabilities, claims, demands, suits, actions, causes of action, proceedings, judgments, awards, and costs, including reasonable legal costs and expenses, arising out of or related to any claim, whether grounded in contract, tort, strict liability or otherwise, arising out of any performance or failure of performance (whole or partial) of this Agreement by you or any breach or violation of any duty, obligation, warranty or representation made hereunder. “Affiliates” under this Agreement means an entity that is directly or indirectly controlled by or is under common control with us. For purposes of the foregoing, “control” means the ownership of (i) of at least fifty percent (50%) of the voting power to elect directors of the entity, or (ii) at least fifty percent (50%) of the ownership interest in the entity, and, in any event, is considered to be part of the same company group, under common administrative or financial control;

Notwithstanding anything herein contained, our liability to you shall not exceed the total aggregate fees you paid us in the 12 (twelve) months prior to the date of notice of the claim, even if we have been advised of the possibility of such costs, expenses, or damages.

13. CARD AND CARD SECURITY

The Up2 Money card is provided by Swan SAS and Paystratus Group Ltd (the trading name is Weavr) By applying for or using the Up2 Money card, you will be deemed to have accepted and fully understood the terms and conditions set out in these Terms, as well as those provided by the partner responsible for the card you have applied for or are using. You agree to comply with these terms through your use of the Up2 Money card. If you do not agree, please do not apply for or use your Up2 Money card.

Up2 Money offers the following types of cards:

- a physical Up2 Money card, which will have the details of the PAN, the expiry date of the Up2 Money card (the "Expiry Date"), and the CVV code printed on it; or
- a virtual Up2 Money card, which will have the details of the PAN, the Expiry Date, and the CVV2 code visible to you through the website; or
- a single-use virtual Up2 Money card, which will have CVV code and expiry date.

To apply for Up2 Money card, you will need to sign up for an Up2 Money Account first. A business customer can request an Up2 Money card for several identified holders. A physical Up2 Money card will be sent to the address indicated by you via post.

Upon receipt of the physical Up2 Money card, you may activate it by logging into your Up2 Money Account or by making a first payment with the PIN code. You must sign a physical Up2 Money card as soon as you receive it and keep it safe. You will receive a secret personal identification number ("PIN") electronically by following the instructions on Up2 Money Account.

Up2 Money card shall remain valid until the Expiry Date. If you require a replacement for your Up2 Money card, please make the order via Up2 Money Website. Please note that an additional fee may be charged for a replacement Up2 Money card.

Your Up2 Money card is linked to and supported by your Up2 Money Account.

Up2 Money card is a debit card that can be used worldwide to pay for goods and services. Up2 Money card is not a guarantee card, charge card, or credit card. You can use your Up2 Money card anywhere where MasterCard is accepted.

You can use an Up2 Money card to pay for transactions within the amount available at your Up2 Money Account. You can use the Up2 Money card for transactions via the Internet, at different merchants or to make cash withdrawals from ATMs.

Up2 Money is not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with an Up2 Money card. We are not liable for any loss arising from any merchant refusing to accept your Up2 Money card, or any ATM failing to dispense cash. You are responsible for losses arising from negligence or failing to conduct adequate due diligence on the merchants you transact with.

You shall ensure that there are sufficient funds available in your Up2 Money Account in order to cover transactions you conduct with your Up2 Money card. If any transaction takes you over your available funds or the card limits in force from time to time such transaction will be declined.

You agree that any use of your Up2 Money card, card number, or PIN constitutes your authorization and consent to a transaction. Up2 Money card is not transferable.

The holder of the card should only use the Up2 Money card as permitted by the respective business customer. If the holder uses an Up2 Money card, we assume that such holder of the Up2 Money card has the permission of the respective business customer to spend the funds available at the Up2 Money Business Account until notified to the contrary by the such business customer.

Where there are multiple cardholders within the same business account, any transaction authorized by any one of the cardholders is deemed to be effectively authorized by the business customer.

In case you use the Up2 Money card in a contactless manner, you will need to have made at least one chip and PIN transaction to activate the contactless part of the chip before doing so. Failing to do so will lead to a declined transaction. When using the Up2 Money card for contactless transactions, the contactless limit in effect at the time of the transaction will apply without using the PIN. This limit is regulated by MasterCard and may vary from time to time. Refunds to your Up2 Money card shall be in a supported currency and will be credited to your Up2 Money Account. If you receive a refund in a currency we do not support, we will first convert the amount at the current MasterCard rate to a supported currency and then credit your Up2 Money Account.

In case you notice a refund has been received twice for the same transaction, you are required to let us know immediately, and if a refund for the same transaction has been provided to you twice, we always reserve the right to

debit back a previously issued refund without notice.

We may restrict the usage of your Up2 Money card due to the type of Up2 Money card, individual usage patterns, and payment risk profiles which include but are not limited to the following reasons:

- cash transactions for illegal purposes, money orders, etc.;
- pre-authorized regular payments;
- where it is not possible for the merchant to obtain online authorization that you have sufficient funds on your Up2 Money Account to execute the transaction.

When your Up2 Money Account is closed or suspended (as per applicable Terms and Conditions), we will cancel or suspend your Up2 Money card, including when we have grounds to believe that activity on your Up2 Money card is suspicious, fraudulent, or associated with any other criminal activity or inconsistent with the terms of this Supplement Terms. We reserve the right, in our sole discretion, to limit your use of the Card.

Up2 Money may refuse to issue or replace your Up2 Money card or may revoke any applicable privileges, other than as required by applicable law.

We reserve a right not to proceed with chargebacks at our sole discretion in case of a dispute related to your card transaction.

You will remain responsible to Swan for the use of the Up2 Money card. Your ability to use or access the Up2 Money card may occasionally be interrupted, for example, if we need to carry out maintenance on our systems. Please contact us at support@up2.money to notify us of any problems you are experiencing using the Up2 Money card or Up2 Money Account and we will use reasonable endeavors to resolve any problem.

Do not share your Up2 Money card with anyone and keep it safe. Memorise your PIN and never disclose this and other security information to anyone. Sharing these details can lead to unauthorized access to your account and you will be solely responsible for the transaction(s) made in this situation. Up2 Money will not be liable for any loss arising due to any such unauthorized transaction(s).

You undertake to check on your Up2 Money Account and Up2 Money card transaction history regularly and contact us in the case of unauthorised, incorrect, or misdirected transactions. You will be liable for all losses, including any related fees and charges, for any unauthorized Transaction if we can show that you have:

- acted fraudulently; or
- failed with intent or gross negligence to use and keep safe Up2 Money card, Up2 Money Account, or PIN in accordance with these Terms and Conditions.

If you believe that someone else knows the Up2 Money Account or Up2 Money card security details, you should stop using the Up2 Money card and Up2 Money Account, and contact us without undue delay. If you find an Up2 Money card after you have reported it lost, stolen, or misused, you must cut it up and tell us as soon as possible.

You agree to indemnify and hold us harmless from and against all reasonable costs of any legal action taken to successfully enforce these Terms and Conditions arising out of a material breach of any of these Terms and Conditions by you or by your fraudulent conduct.

You may cancel your Up2 Money card at any time without notice and with no charge by logging into your Up2 Money Account through Up2 Money Website. You may close your Up2 Money Account in accordance with the Terms and Conditions applicable to your usage of the Service.

In case your Up2 Money Account is closed, your Up2 Money Card will be canceled automatically.

CHANGES TO THIS AGREEMENT

We may need to change the terms and conditions of this Agreement as we are constantly working on improvements of our Services and/or to remain compliant with applicable regulations. Hence when we make some changes to this Agreement, we will let you know about it with at least one (1) month's notice before the changes take effect unless otherwise stated herein.

If you are not happy with the new changes to this Agreement, you can contact us via email before the changes come into effect and we will close your Up2 Money Account and terminate this Agreement with you. If you do not contact us and/or do not close your Up2 Money Account, you consent to any changes to this Agreement as notified to you.

There are a number of cases when changes will have an immediate effect unless otherwise stated herein. This will be stated in the relevant change notice. This is applicable particularly, but not limited to cases when:

- such changes are more favorable to you;
- these changes are required by law, applicable regulations, any relevant regulatory action, and/or a valid decision made by a court or an extra-judicial body;
- some new services or additions to functionality were developed by us and we will offer them to you; or
- other changes which neither reduce your rights nor increase your responsibilities.

COMPLAINTS

In case of complaints related to us or our Services, we encourage you to contact us following our complaints handling policy which is available on our Website.

MISCELLANEOUS

We may assign, transfer, novate, and/or subcontract any or all of your rights or obligations under this Agreement, whether in whole or in part, directly or indirectly, by operation of law, merger, acquisition, or otherwise to a third party. We may assign this Agreement in its entirety without your consent to any Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of our assets.

You shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of your rights or obligations under this Agreement, which without limitation shall include your Up2 Money Account or any of our Services, without our prior written consent.

Our delay or failure to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of any such right or operation to bar the exercise or enforcement thereof at any time or times thereafter. If we delay in asking you to do certain things or in taking action, it will not prevent us from taking steps against you at a later date. If any provision of this Agreement is or becomes illegal, invalid, or unenforceable, it shall not affect the validity or enforceability of any other provision of this Agreement.

No provision in this Agreement creates a partnership between you and us or makes either of us or you the agent of the other for any purpose. You have no authority to bind to contract in the name of, or to create liability for us in any way for any purpose.

This Agreement supersedes and extinguishes all previous agreements between you and Up2 Money, whether written or oral, relating to its subject matter.

This Agreement is governed by the laws of Lithuania.

Fair Processing notice. The personal information we have collected from you will be shared with fraud prevention agencies who will use it to prevent fraud and money laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found in our privacy policy. Whenever fraud prevention agencies transfer your personal data outside of the European Economic Area, they impose contractual obligations on the recipients of that data to protect your personal data to the standard required in the European Economic Area. They may also require the recipient to subscribe to 'international frameworks' intended to enable -secure data sharing.

PAYMENT SERVICES PROVIDERS

Our payment services are provided by Swan, a simplified joint-stock company (société par actions simplifiée) with a capital of €22,840.20, having its registered office at 95 avenue du président Wilson, 93108, Montreuil – RCS 853827103. Swan is an electronic money institution, approved under number 17328 by the Autorité de Contrôle Prudentiel et de Résolution (French Prudential Supervision and Resolution Authority or ACPR), with registered office at 4 place de Budapest, CS92459 - 75436 Paris, Cedex 09, France, and subject to the supervision of ACPR. You can check ACPR's list of authorised entities, [here](#).

Also the financial services that Up2 Money offers EEA clients are operated by our financial partner, a registered Electronic Money institution, an EBA-STEP2 Primary European Bank SEPA Direct Participant, a Principal Member for Mastercard Issuing, regulated and controlled by ACPR (Central Bank of France), and under the supervision of the BaFin in Germany.

For programmes operating in the United Kingdom, the Payment Account and Mastercard cards are issued by Paynetics UK, Company number 1248133, (via Paystratus Group Ltd, a Technical Provider of Paynetics UK). Paynetics UK is a wholly owned subsidiary of Paynetics AD with its registered address at 1st Floor, 18 Devonshire Row, London, England, EC2M 4RH. Paynetics UK is an electronic money institution authorised and regulated by the Financial Conduct Authority (firm reference number 942777) for the issuance of e-money and provision of payment services in the UK.

For programmes operating in the European Union, the Payment account and Mastercard cards are issued by Paynetics

AD (via Paystratus Group Ltd, a Technical Provider of Paynetics AD) with company address 76A James Bourchier Blvd, 1407 Sofia, Bulgaria, company registration number 131574695 and VAT BG131574695, pursuant to license by Mastercard International Incorporated and Bulgarian National Bank.

UP2 Money and up2.money are the trading names of Up2 Money, UAB. Up2 Money, UAB a company incorporated and registered in the Republic of Lithuania, registration number: 306265453.

Registered address: Laisves pr. 60, LT-05120, Vilnius, Lithuania.

Rep office: 5 Vidus Street, Office 1, Riga, LV-1010, Latvia.

The financial services specifically related to business loans are provided by iwoca Ltd. iwoca Ltd is registered with the Financial Conduct Authority under the Payment Services Regulations 2017 [reference number: 791804] for the provision of payment services. We're also registered with the Information Commissioners Office in relation to the processing of personal information (registration number: Z3007540). iwoca Limited is incorporated in England and Wales (company number: 07798925).