

# flykk®: Consumer Electronic Money (“eMoney”) Service Terms of Use

## 1. flykk® consumer eMoney Service Terms

1.1. flykk® is a trading name of ISX Financial EU Plc (“ISXFEU”), a company incorporated under the laws of the Republic of Cyprus with registration number HE348009. We are authorised by the Central Bank of Cyprus (“CBC”) under the Electronic Money Laws of 2012 and 2018 of the Republic of Cyprus, for the provision of electronic money services and the issuance of electronic money. Our CBC emoney license number is 115.1.3.17/2018. For UK residents, some services may be offered by ISX Financial UK Ltd (“ISXFUK”), which also trades as flykk®. ISX Financial UK Ltd is authorised by the FCA under the Electronic Money Regulations 2011 and Payment Services Regulations 2017 of the United Kingdom, for the issuance of electronic money and provision of payment services with FRN 901034.

## 2. Scope of these Terms of Use

2.1. These Terms of Use govern the opening, use and closure of your flykk® Account and other related payment services as referred to herein. Together with our **Legal and Privacy Notice**, and any other terms and conditions referred to in these Terms of Use or the Legal and Privacy Notice, they constitute the Agreement between you and us. For the use of additional services, you may have to accept additional terms and conditions as notified to you when you are ordering or using such services. You are advised to print or download and keep a copy of these Terms of Use for future reference. You can always view the current Terms of Use on our Website.

2.2. Depending on the type of flykk® Account you have, additional terms and conditions may apply as communicated to you at the appropriate time. In the event of any conflict between the additional terms and conditions and these Terms of Use, the former shall prevail.

2.3. Where these Terms of Use conflict with our **End User terms** or our **Legal and Privacy Notice**, then these Terms shall prevail.

2.4. We may issue you with a Basic Bank Account Number (“BBAN”) at signup. Your International Bank Account Number (“IBAN”) is issued on the basis that your identity is able to be verified under European Union and Cypriot Anti-Money Laundering Regulations, and that you are not a politically exposed person (“PEP”) or sanctioned, and comply at all times with these Terms of Use and our **End User terms**.

2.5. Electronic Money (“eMoney”) is issued under the Republic of Cyprus Electronic Money Laws of 2012 and 2018 as amended from time to time and Directive (EU) No 2009/110/EC. Transactions within the Single Euro Payment Area (“SEPA”) are subject to Regulation (EU) No 260/2012 establishing technical and business requirements for credit transfers and direct debits in euro. Payment Services, including cards we issue, are subject to the Directive 2015/2366/EU on payment services in the internal market (“PSD2”).

### **3. Your flykk® Account**

3.1. Your flykk® Account is an electronic money account which enables you to send and receive electronic payments. You are purchasing electronic money from flykk®, which can be redeemed at any of our participating merchants, transferred to other flykk® users, or, transmitted as money to bank or card accounts. Purchases of electronic money using a credit card may constitute a cash advance from your issuer, which may be subject to cash advance fees.

3.2. Your flykk® Account is denominated in EUROS (€) but may also be used to store value in a currency of your choice, as selected by you from the currencies flykk® makes available from time to time. EUROS (€) however will remain the currency of your flykk® Account for the duration of your Agreement with us. We are required to issue you with an IBAN in order to enable some functions, for which we will first be required to verify your identity.

3.3. Subject to Section 7 of these Terms of Use, the electronic money held on your flykk® Account expires after a period of nonuse or inactivity on the account after thirty-six (36) months. Electronic money does not earn any interest. Where your flykk® Account is unused during any calendar month, we may charge account keeping fees and apply any negative euro short-term rate (“€STR”) plus an annual rate set by flykk®.

3.4. You have the right to withdraw funds from your flykk® Account at any time. However, you may be required to confirm your identity beforehand. There is no minimum withdrawal amount but the funds on your flykk® Account must be sufficient to cover any applicable withdrawal fee. You can choose the method of withdrawal when submitting your withdrawal request.

3.5. Electronic money accounts are not bank accounts. The issuance of BBAN and IBAN are provided for connecting the flykk® Account to the international banking network. By accepting these Terms of Use you acknowledge that the Deposit Guarantee & Investors' Compensation Scheme Laws, L. 5(I)/2016 of the Republic of Cyprus and as amended from time to time and Directive 2014/49/EU on deposit guarantee schemes do not apply to your flykk® Account. In the unlikely event that we become insolvent, you may lose the electronic money held in your flykk® Account. However, the Directive (EU) 2009/110/EC and Cypriot national legislation apply to us and these are designed to ensure the safety and liquidity of funds deposited in electronic money accounts. For further information on how we safeguard customer funds, please visit our Website.

3.6. The electronic money on a flykk® Account belongs to the person or legal entity which is registered as the flykk® Account holder. No person other than the flykk® Account holder has any rights in relation to the funds held in a flykk® Account, except in cases of succession. You may not assign or transfer your flykk® Account to a third party or otherwise grant any third party a legal or equitable interest over it.

3.7. Your flykk® Account may be subject to upload, payment and withdrawal funding limits, depending on your country of residence, the verification status of your flykk®

Account and other factors used by us to determine such limits from time to time at our sole discretion.

#### **4. Opening Your flykk® Account**

4.1. In order to use our payment services, you must first open a flykk® Account by registering your details on our Website. As part of the signup process you will need to accept these Terms of Use and our Legal and Privacy Notice and you must have legal capacity to accept the same. If you order additional services, you may be asked to accept additional terms and conditions.

4.2. If you are an individual, you must be 18 years or older to use our services and by opening a flykk® Account you declare that you are 18 years or older. This does not apply to products for which we set a different age limit. We may require evidence of your age at any time.

4.3. You may only open one flykk® Account unless we explicitly approve the opening of additional accounts.

4.4. You may only open a flykk® Account if it is legal to do so in your country of residence. By opening a flykk® Account you represent and warrant to us that your opening of a flykk® Account does not violate any laws or regulations applicable to you. You shall pay us the amount of any losses we incur in connection with your breach of this Section.

4.5. All information you provide during the signup process, or any time thereafter must be accurate and truthful.

4.6. You may only add Payment Methods to your flykk® Account if you are the named holder of the account for that Payment Method. We take any violation of this requirement very seriously and will treat any attempt to add a Payment Method of which you are not the named holder as a fraudulent act.

4.7. During the signup process you will be asked whether you intend to use your flykk® Account for private or commercial purposes. If you have any intention to use your flykk® Account for commercial purposes, you must tell us, even if you use it also for private purposes. If you have stated that you will use your flykk® Account for private purposes only, you must tell us immediately before, at any point in the future you use it for commercial purposes by contacting Customer Service. You are using your flykk® Account for commercial purposes if you are receiving payments for or in connection with any business activity.

4.8. We reserve the right to determine whether, in our reasonable opinion, you are using your flykk® Account for commercial purposes. If you are using your flykk® Account for commercial purposes, in addition to these Terms of Use, you shall be bound by our **Merchant Terms and Conditions**. If you are in any doubt about whether or not an activity amounts to a commercial activity, you should contact Customer Service.

4.9. Within fourteen (14) days of the date of opening your flykk® Account, you may close your flykk® Account at no cost by contacting Customer Service, however, if you have uploaded funds into your flykk® Account, you may be required to provide identification documents and data before being able to withdraw funds. Transactions and fees for transactions undertaken before you close your flykk® Account (including those transactions that are not revocable and have been initiated but not completed before closure of your flykk® Account) will not be refunded.

4.10. Persons who reside in the United States of America (“USA”) or are US Citizens are required to complete a Foreign Account Tax Compliance Act (“FATCA”) declaration.

## **5. Maintaining Your flykk® Account**

5.1. You must ensure that the information recorded on your flykk® Account is always accurate and up to date and we shall not be liable for any loss arising out of your failure to do so. We may ask you at any time to confirm the accuracy of your information or to provide documents or other evidence.

5.2. We may contact you by e-mail or in other ways described in Section 18 of these Terms of Use with information or notices regarding your flykk® Account. It is your responsibility to regularly check the proper functioning of your e-mail account or other methods of communication that you have registered with your flykk® Account and to retrieve and read messages relating to your flykk® Account promptly. We shall not be liable for any loss arising out of your failure to do so.

5.3. Fund uploads, payments received, payments sent, and fund withdrawals are displayed in your online transactions history together with the date of receipt or transmission (the debit value date), the fees charged and, where applicable, any exchange rate used. Each transaction is given a unique transaction ID which is shown in the transaction history. We will not alter or amend information displayed in your online transaction history. You should quote this transaction ID when communicating with us about a particular transaction. You should check your flykk® Account balance and transaction history regularly. You should report any irregularities or clarify any questions you have as soon as possible by contacting Customer Service.

5.4. We will send you an e-mail and/or SMS notification to the e-mail address and/or mobile phone used when registering for your flykk® Account (as updated from time to time by you) every month reminding you to log into your flykk® Account and download and/or print a copy of your transaction history.

5.5. Subject to the provisions of Section 8 of these Terms of Use and without prejudice to the provisions of Section 9.5(A) of these Terms of Use in order to claim a refund for an unauthorised or incorrectly executed payment transaction on your flykk® Account you must notify us without undue delay after becoming aware of the unauthorised or incorrect transaction and in any event no later than thirteen (13) months after the debit date of the transaction.

5.6. As your purchase is for electronic money, refunds to cards are not permitted. Exceptions can be found in the Consumer eMoney Service Terms, provided on our Website - <http://www.flykk.it>. You may however withdraw your funds using any of our withdrawal means by first redeeming your electronic money, subject to applicable fees.

5.7. Please note that if you use your credit card to fund your flykk® Account, your issuer may charge a 'cash advance fee'. This fee is outside flykk®'s control, and we receive no part of it.

## **6. Keeping Your flykk® Account Safe**

6.1. You must take all reasonable steps to keep your flykk® Account password safe at all times and never disclose it to anyone. Our personnel will never ask you to provide your password to us or to a third party. Any message you receive or website you visit that asks for your password, other than the flykk® Website or a flykk® payment gateway on a merchant website, should be reported to us. If you are in doubt whether a website is genuine, you should contact Customer Service. It is advisable to change your password regularly (at least every three (3) to six (6) months) in order to reduce the risk of a security breach in relation to your flykk® Account. We also advise you not to choose a password that is easily guessed from information someone might know or gather about you or a password that has a meaning. You must never allow anyone to access your flykk® Account or watch you accessing your flykk® Account. You must comply with the security procedures we inform you about from time to time.

6.2. If you have any indication or suspicion of your flykk® Account, login details, password or other security feature being lost, stolen, misappropriated, used without authorisation or otherwise compromised, you are advised to change your password. You must contact Customer Service without undue delay on becoming aware of any loss, theft, misappropriation or unauthorised use of your flykk® Account, login details, password or other security features. Any undue delay in notifying us may not only affect the security of your flykk® Account but may result in you being liable for any losses as a result where your failure to notify us is intentional or grossly negligent. If you suspect that your flykk® Account was accessed by someone else, you should also contact the police and report the incident.

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

6.4. If we think your flykk® Account is at risk of fraud or a security threat, we will use the fastest and most secure way of contacting you using the details you have provided to tell you what you need to do to help deal with that risk.

6.5. You must take all reasonable care to ensure that your e-mail account(s) are secure and only accessed by you, as your e-mail address may be used to reset passwords or to communicate with you about the security of your flykk® Account. In case any of the e-mail addresses registered with your flykk® Accounts are compromised, you should without undue delay after becoming aware of this contact Customer Service and also contact your e-mail service provider.

6.6. Irrespective of whether you are using a public, a shared or your own computer to access your flykk® Account, you must always ensure that your login details are not stored by the browser or cached or otherwise recorded. You should never use any functionality that allows login details or passwords to be stored by the computer you are using.

6.7. Additional products or services you use may have additional security requirements and you must familiarise yourself with those as notified to you.

## **7. Closing Your flykk® Account**

7.1. You may close your flykk® Account at any time by contacting Customer Service at [support@flykk.it](mailto:support@flykk.it).

7.2. If your flykk® Account holds a balance at the time of its closure, we will ask you to withdraw your funds within a reasonable period of time, during which your flykk® Account will be accessible for the purpose of withdrawing the remaining balance only. After the expiry of this period, you will not be able to access your flykk® Account, but you may withdraw any remaining funds by contacting Customer Service and requesting that the funds are sent to you in a manner that is reasonably acceptable for us. If you want to access your transaction history after the closure of your flykk® Account, you will need to contact Customer Service and request the information. You may do so for a period of six (6) years from the date of closure of your flykk® Account but we suggest that you withdraw your remaining funds as soon as possible as they will not earn any interest while in your flykk® Account. Your obligations with regards to keeping your flykk® Account safe as set forth in Section 6 of these Terms of Use shall continue to apply.

7.3. We reserve the right to carry out any necessary money laundering, terrorism financing, fraud or other illegal activity checks before authorising any withdrawal of your funds, including in relation to returning any funds to you after you have closed your flykk® Account.

## **8. Uploading Funds by means of purchasing electronic money**

8.1. You may purchase electronic money (upload funds) by visiting one of merchants' website or our Website (where available), logging into your merchant or flykk® Account and following the relevant upload instructions. You may be presented with a number of different upload methods, depending on which Payment Methods you have added to your flykk® Account and which Payment Methods are available in your country of residence.



Upload methods are payment services provided by third party financial institutions (for example, the issuer of the payment card you use to upload funds or third-party direct banking service providers) and are not part of our service. We do not guarantee the use of any particular upload method made available, and we may make changes to or discontinue the acceptance of any particular upload method at any time without following the procedure set out in Section 17 of these Terms of Use. Notwithstanding Section 8.7 of these Term of Use, we shall not be responsible for the upload payment until the uploaded funds are received by us.

8.2. You may be asked to answer security questions or to complete other activities that we or the payment service provider you use to upload funds to your flykk® Account may reasonably require to ensure proper authorisation of an upload transaction.

8.3. If you choose to upload funds using a Payment Method that may be subject to a right to claim funds back (a "Chargeback") such as (but not limited to) credit or debit card or direct debit, you declare that you will not exercise such Chargeback other than for unauthorised use of the Payment Method or for a breach by us of these Terms of Use which would result in you having a right to a refund of the uploaded amount. Otherwise, you may not Chargeback any upload transaction or allow Chargeback of any upload transaction for reasons for which we are not responsible including (but not limited to) disputes with merchants for non-delivery of goods or services or insufficient balance on the Payment Method account. We reserve the right to charge you fees and expenses we incur in connection with such Chargeback and any action undertaken to challenge the same. We may also charge you a Chargeback fee of EUR (€) 25. Disputes are subject to our terms available from <http://www.flykk.it/dispute>

8.4. You may allow a merchant that you wish to pay through us on a regular basis (e.g. for a subscription or trading service) to debit your flykk® Account for each recurring payment. In this case you authorise us to debit the Payment Method (e.g. your credit card or bank account) which you used to make the original flykk® payment also for each subsequent payment. In order to cancel recurring payments for the future, you should (a) contact us and (b) notify the merchant from which you have purchased the goods or services that you have cancelled the recurring payment. You should not cancel or otherwise reverse such recurring transactions by simply contacting the issuer / account provider of the Payment Method (e.g. your credit card provider or bank) without following the cancellation steps mentioned in Section 8.4 of these Terms of Use. Subject to Section 8.5 of these Terms of Use, we will not be liable for any recurring payment(s) that are made before you have notified us of the cancellation and if your flykk® Account balance goes into negative balance as a result of such payment(s), you will be liable to repay such amount to us.

8.5. We will refund any past recurring payment(s) initiated by or through the merchant provided that (a) the original authorisation given to us or the merchant did not specify the exact amount of the payment and (b) the amount of the payment exceeded the amount that you could reasonably have expected taking into account your previous spending pattern and the circumstances of the case. You must request such a refund within eight (8) weeks from the date the funds were debited from your flykk® Account. You agree to

provide us with such information as is reasonably necessary to ascertain whether the conditions for a refund described in this Section 8.5 of these Terms of Use are satisfied. Within ten (10) Business Days of receiving a request for a refund or, where applicable, of receiving any further information we requested from you, we will either refund the full amount of the payment or provide you with justification for refusing to refund the payment indicating that you have a right to refer the matter to the Financial Ombudsman Service (details in Section 21 of these Terms of Use) if you do not accept the justification provided.

8.5(A). Automatic money transfers on a regular or recurring basis are not provided as part of the flykk® money transfer service where the recipient does not have a flykk® Account and therefore Sections 8.4 and 8.5 of these Terms of Use shall not apply to that service.

8.6. If a Chargeback or reversal of an upload transaction results in a negative balance in your flykk® Account, you will be required to repay such negative balance by uploading sufficient funds into your flykk® Account. Where a credit or debit card is on file, you authorise us to initiate a transaction to recover any negative balance. Failure to do so is a breach of these Terms of Use. Repayment of the negative balance is due immediately without notice. We reserve the right, at any time, to send you reminders or to take other debt collection measures including but not limited to mandating a debt collection agency or solicitors or to pursue the claim in court. We reserve the right to charge you the expenses we reasonably incur in connection with any debt collection or enforcement efforts.

8.7. Uploaded funds will be credited to your flykk® Account after the funds have been received by us. Some upload transactions, such as those by credit or debit card, direct debit or direct banking will be credited to your flykk® Account immediately, but are subject to reversal if the actual funds do not reach us within a reasonable time in which case we will deduct such reversed transaction from the balance of your flykk® Account. If your flykk® Account balance is insufficient, we reserve the right to require repayment from you.

8.8. For the purposes of an upload transaction through a Payment Method, we are an eMoney issuer and will issue eMoney in exchange for the uploaded funds. We will not be acting as a payment service provider when receiving such funds.

8.9. You must not make an upload through a Payment Method if you are not the named holder of that Payment Method. We take any violation of this requirement very seriously and will treat any attempt to use a Payment Method of which you are not the named holder as a fraudulent act. Without prejudice to claiming further damages, if we are required to return funds uploaded from a Payment Method that is not in your name, we may charge an administration fee of EUR (€) 10 per upload return.

8.10. Uploads may be subject to upload limits due to security and legal requirements. These limits are set dynamically depending on your verification status and the upload method you want to use. You should be aware that depending on your verification status



your upload limits may be higher than your withdrawal or spending limits. You can view these limits at any time in the relevant section of your flykk® Account profile.

8.11. Uploads are subject to fees including currency conversion fees (if applicable). Please see Section 13 of these Terms of Use for details.

8.12. You must not make an upload using cash. Without prejudice to claiming further damages, if we are required to take any action on your flykk® Account as a result of you making a cash upload, we may charge an administration fee of EUR (€) 10.

## **9. Sending Payments (where enabled)**

9.1. To send a payment you are first redeeming electronic money and will be required to authorise the payment with your login details and password. We may also ask you additional security questions relating to you or your flykk® Account. If your flykk® Account is protected by additional security measures such as password tokens, you need to follow the instructions provided to you with such additional security measures. If your flykk® Account is enabled to make mass payments, the procedure to make such payments will be communicated to you in the relevant integration manual.

9.2. Every recipient of a payment you wish to send through us must have a valid means that we can use for their identification. For most of our services that means of identification will be a valid e-mail address, but other means of identification may be required for our other services (for example for the flykk® money transfer services, we may require you to provide us with the recipient's mobile telephone number).

9.3. If you are asked to provide details of the recipient's e-mail address or other means of identification, where applicable, you must take great care to properly type the exact details of who you wish to send money to. We use those details as the unique identifier to determine the intended recipient of the payment which you instruct us to process. Other information you provide along with the recipient's means of identification may be disregarded and we shall not be liable for any error you make when entering the recipient's means of identification.

9.4. If the e-mail address of the intended recipient is registered with us, the funds will be instantly credited to the flykk® Account associated with that e-mail address. Once funds are credited to the recipient's flykk® Account, the transaction becomes irreversible.

9.5. If the recipient's e-mail address is not registered with us, we will send a notification e-mail to that e-mail address with instructions on how to claim and receive the payment. If the recipient does not claim the payment within fourteen (14) days, the transaction will be cancelled, and the funds will be returned to you. You may also cancel the transaction at any time before the funds have been credited to the recipient's flykk® Account. To cancel a transaction, you should log into your flykk® Account, locate the relevant transaction in your transactions history and select "Cancel".

9.5(A). To enable an international money transfer using our flykk® money transfer service, we may use third party intermediaries to complete the money transfer to a recipient if the

recipient does not have a flykk® Account. Therefore, when providing this service, the funds will be instantly credited to a bank account of the relevant intermediary. That intermediary shall then be responsible for ensuring the onward transmission of the payment to the recipient. As a consequence, Sections 9.4 and 9.5 of these Terms of Use shall not apply to the flykk® money transfer service. Without prejudice to Section 15.4 of these Terms of Use, our obligations under these Terms of Use for the onward transmission of funds shall be complete once such funds have been credited by us to the flykk® Account of the relevant intermediary. As a consequence, once such credit has been made by us, we shall not be responsible for the onward transmission of such funds by that intermediary.

9.6. You can make recurring payments by setting up a recurring payment order on your flykk® Account. You can cancel your recurring payment order for future payments at any point by logging into your flykk® Account and deleting it. You will not be able to cancel transactions that have already been credited to the recipient. Automatic money transfers on a regular or recurring basis are not provided as part of the flykk® money transfer service where the recipient does not have a flykk® Account and therefore this Section 9.6 of these Terms of Use shall not apply to that service.

9.7. Payments are subject to the currency conversion shown at time of booking the payment, and any payment limits due to security and legal requirements. These limits are set dynamically depending on your verification status. You can view these limits at any time in your flykk® Account profile. You should ensure that your limits are sufficient to cover the payment you intend to make as well as any applicable fees including service fees and currency conversion fees. You should be aware that the recipient of a payment may also be subject to spending and withdrawal limits and that this may affect the recipient's access to the funds you intend to send.

9.8. If we are late in executing a payment that you instruct us to make you may ask us to contact the recipient's payment service provider and ask them to credit it as if it had been received on the correct day.

9.9. Sending payments is subject to fees including currency conversion fees (if applicable) depending on the type of payment you make and the type of flykk® Account you hold. Please see Section 13 of these Terms of Use for details.

9.10. It is Your responsibility to ensure correct entry of any SWIFT codes, bank branch/sort codes, account numbers and account names when sending money via the flykk® money transfer service. Incorrect details may result in funds being lost and unable to be recovered, or, lengthy delays in recovery of funds (if possible). flykk® will not be liable for any costs, lost funds or any other damages for any errors or omissions in account details entered by You.

### **9.A Third Party Providers (where enabled)**

9.A.1. You can instruct a Third-Party Provider to access information on your flykk® Account or make payments from your flykk® Account as long as it is open and transparent about its identity and acts in accordance with the relevant regulatory requirements (but

unless we say otherwise, you must not give your security details to a third party). We will treat any instruction from a Third-Party Provider as if it were from you.

9.A.2. We may refuse to allow a Third-Party Provider to access your flykk® Account if we are concerned about unauthorised or fraudulent access by that Third Party Provider. Before we do this, we will tell you and explain our reasons for doing so, unless it is not reasonably practicable, in which case we will tell you immediately afterwards. In either case, we will tell you in the way in which we consider most appropriate in the circumstances. We won't tell you our reasons where doing so will undermine our reasonable security measures or otherwise be unlawful. We may make available to a Third-Party Provider a specific means of accessing your flykk® Account. If we do, and it tries to access your flykk® Account by a different way, we may refuse to allow that access.

9.A.3. If you think a payment may have been made incorrectly or is unauthorised, you must tell us as soon as possible even where you use a Third-Party Provider.

## **10. Receiving Funds and converting to Electronic Money (where enabled)**

10.1. If you receive funds into your flykk® Account, we will convert these to electronic money and send you a notification e-mail and display the payment as a "Receive Money" transaction in your transaction's history, together with the date of receipt (the credit value date), the fees charged and, where applicable, any exchange rate used. Each transaction is given a unique transaction ID and shown in the transaction history. We will not alter or amend information displayed in your online transaction history. You should regularly reconcile incoming payments with your own records.

10.2. You should be aware that receipt of funds to your flykk® Account does not necessarily mean that these transactions cannot be reversed. We reserve the right to reverse a payment if the payer or the payer's bank or payment service provider has charged back or otherwise reversed (or is reasonably likely to Chargeback or otherwise reverse) an upload or other payment which was used to fund the payment to you.

10.3. If a person received a payment notification from us indicating that someone has sent them funds to an e-mail address that is not registered, they will not be credited with the payment until it has been claimed in accordance with the instructions laid out in the notification e-mail. Until then, there will be no contractual or fiduciary relationship between us and the intended recipient. The funds remain those of the sender.

10.4. You can request a payment from someone by using the "Receive Money" service within your flykk® Account. You must only use this service for undisputed amounts that a person owes you and that are due for payment in full. You may not use this service more than once for the same payment you request. This service may not be used as a debt collection or enforcement tool. If the person that owes you the payment asks you not to use flykk® "Receive Money" service to request payment from them, you must comply with this request regardless of the merits of your claim. When using this service, you must ensure that you have the right to contact the person you are claiming from. You are strictly prohibited from requesting money by using the "Request Money" service within your flykk® Account from someone that does not owe you the amount requested; would be ineligible to open a flykk® Account (for example minors); or has not given or has

withdrawn his or her consent to receive a request for payment via the “Request Money” service and we shall have the right to claim any damages or losses arising out of your breach of this Section.

10.5. The receipt of payments is subject to fees and currency exchange fees, depending on the type of payment you receive and the type of flykk® Account you have. Please see Section 13 of these Terms of Use for details.

## **11. Prohibited transactions**

11.1. It is strictly forbidden to send or receive payments as consideration for the sale or supply of: tobacco products, prescription drugs, drugs and drug paraphernalia, weapons (including without limitation, knives, guns, firearms or ammunition), satellite and cable TV descramblers, material which incites violence, hatred, racism or which is considered obscene, government IDs and licences including replicas and novelty items and any counterfeit products, unlicensed or illegal lotteries or gambling services (including without limitation the use of or participation in illegal gambling houses), unregistered charity services, items which encourage or facilitate illegal activities, prepaid debit cards or other stored value cards that are not associated with a particular merchant and are not limited to purchases of particular products or services, third party processing or payment aggregation products or services, multi-level marketing, pyramid selling or Ponzi schemes, matrix programmes or other “get rich quick” schemes or high yield investment programmes, goods or services that infringe the intellectual property rights of a third party, un- coded/miscoded gaming, timeshares or property reservation payments (On and Off Plan). We reserve the right, in our sole discretion, to add categories of prohibited transactions by adding such categories either to these Terms of Use or an acceptable use policy published on our Website.

11.2. It is strictly forbidden to make payments to or to receive payments from persons or entities offering illegal gambling services, including (but not limited to) illegal sports betting, casino games and poker games. We may suspend or terminate your flykk® Account at any time or refuse to execute or reverse a transaction if we believe that you directly or indirectly use or have used your flykk® Account for or in connection with illegal gambling transactions. This list is not exhaustive, and it is your responsibility to ensure that you do not use our services for transactions that may be considered illegal in your jurisdiction.

11.3. You may not use our services if you are residing in certain countries. These countries will be listed on the Website and updated from time to time. This list is not exhaustive, and we may in our sole discretion decide to discontinue or restrict our services in other countries at any time and without prior notice. We reserve the right to suspend or terminate your flykk® Account at any time if we reasonably believe to be required to do so by law or in order to comply with recommendations issued by a relevant government authority or recognised body for the prevention of financial crime.

11.4. It is strictly forbidden to use your flykk® Account for any illegal purposes including but not limited to fraud and money laundering. We will report any suspicious activity to the relevant law enforcement agency. You are prohibited from using your flykk® Account

in an attempt to abuse, exploit or circumvent the usage restrictions imposed by a merchant on the services it provides.

11.5. You may only accept payments for certain categories of business after approval from us in our sole discretion. Such business categories include but are not limited to: money exchange or remittance businesses, including but not limited to bureau de change, currency exchanges and purchase of travel money; the collection of any form of donations or payments to charitable or not-for-profit organisations; dealing in natural resources such as jewels, precious metals or stones; live streaming; the sale or supply of alcoholic beverages; the sale or supply of dietary supplements and alternative health products; any other business category published in an acceptable use policy on the Website from time to time. In case you are in doubt whether your business falls under any of the above categories, you must contact Customer Service. We reserve the right in our sole discretion, to add business categories requiring approval by adding such categories either to these Terms of Use or an acceptable use policy published on the Website.

11.6. If you conduct or attempt to conduct any transaction in violation of the prohibitions contained in this Section 11 of these Terms of Use or without the necessary approval under Section 11.5 of these Terms of Use, we reserve the right to: reverse the transaction; and/or close or suspend your flykk® Account; and/or report the transaction to the relevant law enforcement agency; and/or claim damages from you; and charge you an administration fee of up to EUR (€) 150 if we apply any of the above.

11.7. It is your and not our responsibility to ensure that you only send payments to or receive payments from persons or entities for the sale or supply of goods and services that you may provide or receive in compliance with any applicable laws and regulations. The mere fact that a person or entity accepts payments through us is not an indication of the legality of the supply or provision of their goods and services. If you are in doubt as to the legality of a supply or purchase, you should not continue with your payment.

## **12. Withdrawing funds by means of Electronic Money Redemption (where enabled)**

12.1. You can request a redemption of electronic money and withdrawal of all, or part of the funds held in your flykk® Account at any time. To do this you must log into your flykk® Account and select a withdrawal method and enter the amount to be withdrawn. Withdrawal methods are payment services provided, at least in part, by third party financial institutions (for example, the bank where you hold a bank or card account). We do not guarantee the availability of any particular withdrawal method and may make changes to or discontinue a particular withdrawal method at any time without following the procedure set out in Section 17 of these Terms of Use as long as there is at least one withdrawal method available to you. Where the withdrawal payment is received by you through the involvement of a payment service provider (such as the bank where you hold a bank or card account), we shall not be responsible for the withdrawal payment once the withdrawn funds are received by your payment service provider.

12.2. Your flykk® Account is subject to redemption/withdrawal limits. These limits are adjusted dynamically depending on the type of identification documentation we hold on you. You can view your withdrawal limits at any time in your flykk® Account profile. Before

uploading any funds into your flykk® Account, you must ensure that your current withdrawal and spending limits meet your withdrawal and spending requirements as we legally cannot allow you to exceed these limits.

12.3. If your redemption/ withdrawal request exceeds the current limit, we may decline your request and instead require you to send us documents verifying your identity and address prior to allowing a withdrawal of funds or to otherwise cooperate with us to verify your identity.

12.4. Redemption/withdrawals are subject to fees including currency conversion fees (if applicable). Please see Section 13 of these Terms of Use for details and the applicable fees.

12.5. For the purposes of a redemption/withdrawal transaction, we are a payer and not a payment service provider.

12.6. You must not make a redemption/withdrawal to a bank account or other Payment Method if you are not the named holder. We take any violation of this requirement very seriously and will treat any attempt to use a Payment Method of which you are not the named holder as a fraudulent act. Without prejudice to claiming further damages, if we are required to investigate a withdrawal to a Payment Method that is not in your name, we may charge an administration fee of up to EUR (€) 10.

12.7. You must ensure that the payment details you enter when withdrawing funds are correct and complete. We will not be liable for withdrawn funds being sent to the wrong account where this is due to you providing incorrect payment details. When withdrawing to a bank account, you must ensure that the account number, sort code, IBAN and/or BIC/SWIFT are correct. If you have withdrawn funds to the wrong account, you may request that we assist you in reclaiming the funds. However, we will charge you an administration fee of up to EUR (€) 25 for doing so and we cannot guarantee that the reclaim efforts will be successful.

### **13. Fees (<https://www.flykk.it/fees>)**

13.1. Fees depend on what features you are using of your flykk® Account. Transaction related fees can be viewed at any time in the "Fees" section of our Website. Additional fees apply to flykk® Accounts used for commercial purposes in accordance with the applicable terms and conditions referred to in Section 4.7 of these Terms of Use. You should print or download and keep a copy of the "Fees" section of our Website together with a copy of these Terms of Use. For clarity, the "Fees" section of our Website forms part of these Terms of Use. Fees are subject to change in accordance with Section 17 of these Terms of Use. Under certain circumstances we may charge additional fees as set out in Sections 8.3, 8.9, 8.12, 11.6, 12.6 and 12.7 of these Terms of Use. Your transactions may be subject to currency conversions. If you make a payment from your flykk® Account denominated in one currency to a flykk® Account denominated in another currency, you will be asked to either make the payment in the currency of your flykk® Account or in another currency. If you choose the currency of your flykk® Account, then the recipient will pay the fee for the conversion into the currency of his or her flykk® Account. If you



choose the currency of the recipient's flykk® Account, you will pay the fee for the conversion into the currency of the payment. If you choose a currency that is neither the currency of your flykk® Account nor the currency of the recipient's flykk® Account then you will pay the fee for the conversion into the currency of the payment, and the recipient will pay the fee for the conversion of the payment currency into the currency of his or her flykk® Account.

13.2. For every currency conversion, we will apply the average daily interbank market rate published by a third-party foreign currency data provider (Reuters) to which we add as service fee of 30bps and a foreign exchange fee, which is displayed in the "Fees" section of the Website. The foreign exchange fee is payable in addition to the transaction fee. Where we charge fees to you in EUR (€), we won't apply a foreign exchange fee but will convert the amount in EUR (€) to the currency of your flykk® Account at the applicable wholesale exchange rate.

13.3. Our Fees are either expressed as a percentage of the transaction or as a fixed amount in EUR (€). Where fixed fee amounts are displayed in a currency other than EUR (€), this is for information purposes only. If fees are deducted from a balance or a transaction denominated in a different currency, the EUR (€) fee amount will be converted into an equivalent fee in that other currency based on the flykk® wholesale exchange rates applicable at the time and (as displayed on the "Fees" section of the Website) under the "Currency Conversion Fees" and then deducted. We will not apply a foreign exchange fee on currency conversions of fees.

13.4. Fees payable by you will be deducted from your flykk® Account balance and you hereby authorise us to do the same. Transaction fees will be charged when the transaction is executed. Fees will not be returned if the transaction failed due to incorrect recipient account details being entered by You. If your flykk® Account balance is insufficient to cover the fees, we may refuse to execute the payment. Reversal or Chargeback fees will be deducted when incurred.

13.5. If the deduction of fees results in a negative flykk® Account balance, you will be required to repay such negative balance by uploading sufficient funds into your flykk® Account. Failure to do so is a breach of these Terms of Use. Repayment of the negative balance is due immediately without notice. However, we reserve the right at any time to send you reminders that you need to upload funds or to take other debt collection measures including but not limited to instructing a debt collection agency or solicitors or to pursue the claim in court. We reserve the right to charge you expenses we have reasonably incurred in connection with any debt collection or enforcement efforts.

## **14. Your Data**

14.1. You explicitly consent to us accessing, processing, and retaining any information you provide to us, for the purposes of providing payment services to you. This does not affect our respective rights and obligations under Regulation (EU) 2016/679 of the European Parliament and of the Council on data protection. You may withdraw this consent by closing your flykk® Account pursuant to Section 7 of these Terms of Use. If you withdraw consent in this way, we will cease using your data for this purpose, but may

continue to process your data for other purposes where we have other lawful grounds to do so, such as where we are legally required to keep records of transactions.

14.2. The processing of your data is governed by our Legal & Privacy Notice which can be found on our Website. By accepting these Terms of Use, you also agree to the terms of our Legal & Privacy Notice. You should print and keep a copy of the Legal & Privacy Notice together with these Terms of Use.

14.3. As a default, you will receive e-mail newsletters that will inform you about new product features, events, promotions, special deals etc. By accepting these Terms of Use, you agree to receive such e-mail newsletters on a regular basis. If you do not wish to receive any newsletters from us, you can opt out at any time by logging into your flykk® Account and changing the appropriate setting in your flykk® Account profile. You can also opt out of receiving newsletters by contacting Customer Service. Any e-mail newsletter you receive will also give you the option to unsubscribe from any future newsletter.

## **15. Liability**

15.1. In the case of an unauthorised payment or a payment that was incorrectly executed due to an error by us, we shall, as soon as practicable, refund the payment amount including all fees deducted therefrom. This shall not apply:

15.1.1. where the unauthorised payment arises from your failure to keep the personalised security features of your flykk® Account safe in accordance with Section 6 of these Terms of Use, in which case you shall remain liable for the first EUR (€) 35 (or equivalent in the currency of your flykk® Account) unless Section 15.1.3 of these Terms of Use applies;

15.1.2. if you fail to notify us without undue delay of any loss of your password or other event that could reasonably be expected to have compromised the security of your flykk® Account after you have gained knowledge of such event in which case you shall remain liable for losses incurred until you notify us;

15.1.3. if the transaction was unauthorised but you have acted fraudulently or compromised the security of your flykk® Account with intent or gross negligence, in which case you shall be solely liable for all losses; or

15.1.4. if you fail to dispute and bring the un-authorised or incorrectly executed transaction to our attention within thirteen (13) months from the date of the transaction.

15.2. Unless you have acted fraudulently, Section 15.1.1 of these Terms of Use shall not apply to transactions made after you have notified us in accordance with Section 6.2 of these Terms of Use, where we have failed to provide you with appropriate means for notification or we are required to use strong customer authentication but fail to do so, in which case we shall remain liable and refund any unauthorised transaction to you as soon as practicable.

15.3. Without prejudice to the foregoing, you are asked to check the transactions history of your flykk® Account regularly and frequently and to contact Customer Service immediately in case you have any questions or concerns.

15.4. In the case of any incorrect or misdirected payment, we shall take reasonable measures to assist you with tracing and recovering such payments.

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

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

15.7. Nothing in these Terms of Use shall operate to exclude liability for death or personal injury due to negligence or for fraud or fraudulent misrepresentation or for any statutory liability that cannot be excluded or amended by agreement between the parties.

15.8. Our obligation under these Terms of Use is limited to providing you with an electronic money account and related payment services and we do not make any statement in relation to or endorsement of the quality, safety or legality of any goods or services provided by a flykk® customer or intermediary.

15.9. We shall not be liable for the assessment or payment of any taxes, duties or other charges that arise from your use of the flykk® Account or services provided in these Terms of Use.

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

## **16. Termination and suspension**

16.1. We may terminate your flykk® Account, or any payment service associated with it by giving you two (2) months' prior notice. You may terminate your flykk® Account with us at any time pursuant to Section 7 of these Terms of Use. Different termination provisions may apply if you use your flykk® Account for commercial purposes as set out in Section 4.7 of these Terms of Use.

16.2. Together with a termination notice or at any time thereafter we may give you reasonable instructions on how to withdraw remaining funds.

16.3. If your flykk® Account is subject to a reserve, termination of your flykk® Account will not affect our right to hold the reserve and to make deductions therefrom for the time agreed.

16.4. We may at any time suspend or terminate your flykk® Account without notice if:

16.4.1. you breach any condition of these Terms of Use or any other condition applicable to specific services covered by separate terms and conditions;

16.4.2. you violate or we have reason to believe that you are in violation of any law or regulation that is applicable to your use of our services; or

16.4.3. we have reason to believe that you are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity.

16.5. We may suspend your flykk® Account at any time if:

16.5.1. we reasonably believe that your flykk® Account has been compromised or for other security reasons; or

16.5.2. we reasonably suspect your flykk® Account to have been used or is being used without your authorisation or fraudulently; and we shall notify you either prior to the suspension or, if prior notification is not possible under the circumstances, promptly after the suspension unless we are prohibited by law to notify you.

## **17. Changes to these Terms of Use**

17.1. These Terms of Use and any additional terms and conditions that may apply are subject to change. Changes will be implemented with prior notice from us under the procedure set forth in this Section.

17.2. We shall give notice to you of any proposed change by sending an e-mail to the primary e-mail address registered with your flykk® Account or a notification to the app.

17.3. The proposed change shall come into effect two (2) months after the date the change notice is deemed received under Section 18.1 of these Terms of Use, unless you have given us notice that you object to the proposed changes before the changes come into effect. Changes that make these Terms of Use more favourable to you shall come into effect immediately if so, stated in the change notice. Changes to exchange rates shall come into effect immediately without notice and you shall not have the right to object to such a change.

17.4. If you object to the changes, they will not apply to you. However, any such objection shall constitute a notice by you to terminate and close your flykk® Account. Your flykk® Account will be closed in accordance with the provisions of Section 7 of these Terms of Use.

## **18. How we communicate**

18.1. We usually contact you via e-mail or within the flykk® app. For this purpose, you must at all times maintain at least one valid e-mail address in your flykk® Account profile. You are required to check for incoming messages regularly and frequently. E-mails may contain links to further communication on our Website. Any communication or notice sent by e-mail will be deemed received by you on the same day if it is received in your e-mail inbox before 4.30 pm on a Business Day. If it is received in your email inbox after 4:30pm on a Business Day or at any other time, it will be deemed received on the next Business Day.

18.2. Where legislation requires us to provide information to you on a durable medium, we will either send you an e-mail (with or without attachment) or send you a notification pointing you to information on our Website in a way that enables you to retain the information in print format or other format that can be retained by you permanently for future reference. We recommend you keep copies of all communications we send or make available to you.

18.3. You can request a copy of the current Terms of Use or any other contractual document relevant to you by contacting Customer Service.

18.4. In order to view e-mails, you need a computer with e-mail software that can display e-mails in HTML format. We may also send you attachments in Adobe Systems Inc.'s Portable Document Format ("PDF"), for which you need Adobe's Acrobat Reader, which can be downloaded for free at the Adobe website.

18.5. We will never send you any e-mails with executable files attached or with links to any executable files. If you receive any e-mail with such attachments, you should delete the message without clicking on the attachment. If you are unsure whether a communication is originating from us, please contact Customer Service.

18.6. We will communicate to you in English and will always accept communications made to us in English. You can choose your preferred language from the list of supported languages in your flykk® Account profile and we will send you automated e-mail notifications and communications regarding changes to these Terms of Use in your chosen language. For non-standard communication, we reserve the right to communicate with you in English. Documents or communications in any other languages are for convenience only and shall not constitute an obligation on us to conduct any further communication in that language.

18.7. Apart from communicating via e-mail, we may contact you via letter or telephone, where appropriate. If you use any mobile services, we may communicate with you via SMS. Any communication or notice sent by post will be deemed received three days from the date of posting for Cyprus post or within ten days of posting for international post. Any communication or notice sent by SMS will be deemed received the same day.

18.8. You may contact us at any time by sending a message to Customer Service via the "Support" facility <https://www.isx.financial/contact>

## **19. Complaints**

19.1. Any complaints about us or the services we provide should be addressed to us in the first instance by contacting Customer Service. You should clearly indicate that you are wishing to make a complaint to us. This helps us to distinguish a complaint from a mere query. We send you a complaint acknowledgement by post or by e-mail within forty-eight (48) hours of receiving your complaint in accordance with our complaint's procedure. You may request a copy of our complaints procedure at any time by contacting Customer Service.

19.2. We endeavour to provide you with an answer or resolution to your complaint within the timeframes as outlined by the Financial Ombudsman Service. Should this not be possible due to unforeseen circumstances or lack of information, we will contact you.

19.3. If your complaint is not resolved to your satisfaction, you may contact the Financial Ombudsman Service <http://www.financialombudsman.gov.cy>. For additional contact details you may visit the Website at [www.flykk.it](http://www.flykk.it)

## **20. Miscellaneous**

20.1. No person other than you shall have any rights under these Terms of Use and the provisions of the Contract Law, Cap. 149 of the Republic of Cyprus are expressly excluded.

20.2. Your flykk® Account is personal to you and you may not assign any rights under these Terms of Use to any third party.

20.3. Your flykk® Account is operated in the European Economic Area (“EEA”) and these Terms of Use shall be governed by and interpreted in accordance with the applicable laws of the Republic of Cyprus. Any dispute under these Terms of Use or otherwise in connection with your flykk® Account shall be brought exclusively before the courts of Cyprus except where prohibited by EU Law.

20.4. If any part of these Terms of Use is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of these Terms of Use, which shall continue to be valid and enforceable to the fullest extent permitted by Law.

## **21. Definitions**

Various terms in these Terms of Use have a defined meaning as follows:

“BBAN(s)” means Basic Bank Account Number(s).

“Business Day” means any day other than a Saturday or a Sunday or a public or bank holiday in either of Cyprus, England or Lithuania.

“Customer Service” means our customer service, which you can reach by sending a message through the “Support” facility on the Website.

“Custodial Service” means our secure payment system which can be used to hold funds in a secured intermediary trust account until a transaction concludes. Details are available on our Website.

“Electronic Money” is as defined in the Republic of Cyprus, Electronic Money Laws of 2012 to 2018.

“Fees” means the charges payable by you to us for using our services.

“Financial Ombudsman Service” means the services provided by the Republic of Cyprus Financial Ombudsman Service, details of which can be found at <http://www.financialombudsman.gov.cy>.

“CBC” means the Central Bank of Cyprus, whose address is 80, KENNEDY AVENUE, CY-1076 Nicosia, Cyprus; further information on the CBC can be obtained on the CBC’s website at <https://www.centralbank.cy>.



“FCA” means the Financial Conduct Authority of the United Kingdom, located at <https://www.fca.org.uk>.

“flykk®” means i) for EEA Residents : ISX Financial EU Plc (registered number: HE348009) whose registered office is at Makrasykas 1, KBC North Building, Strovolos, 2034, Nicosia, Cyprus, or ii) for UK Residents : ISX Financial UK Ltd, (Company number 10002662), Fieldfisher Riverbank House, 2 Swan Lane, London, United Kingdom, EC4R 3TT or iii) both.

“flykk® Account” means the electronic money account you open and maintain through the flykk® Website, which may be reference by a Basic Bank Account Number(s) or an International Bank Account Number, or both.

“flykk® money transfer service” means the money transfer service further details of which can be found on the flykk® Website.

“flykk® Website” or “Website” means the website available at [www.flykk.it](http://www.flykk.it).

“IBAN(s)” means an International Bank Account Number(s).

“Payment Method” means bank transfer and payment instruments including, but not limited to, credit cards and debit cards.

“PEP” means natural persons who have or had been entrusted with prominent public functions in the Republic of Cyprus or in a foreign country, as well as family members, or persons known to be close associates, of such persons.

“Legal and Privacy Notice” is the flykk®'s policy governing the processing of personal data, which is available on the Website, as may be amended from time to time.

“Terms of Use”, means these flykk® Account Terms of Use, published on the Website and as may be amended from time.

"Third Party Provider" means a service provider authorised by law or allowed by you to access information or make payments for you in your flykk® Account.

“We”, “we”, “us”, “our” means flykk®.

“You”, “your” means you, the natural person or legal entity in whose name the flykk® Account is opened and maintained by us.