



Terms & Conditions

GENERAL INFORMATION

Conmodum Limited, legal entity code 13272953, registered address at 22a, 4 Imperial Place Maxwell Road, Borehamwood, Hertfordshire, England, WD6 1JN (the "Conmodum"), e-mail address info@conmodum.me is a licensed electronic money institution supervised by the FINTRAC(Canada). The supervising authority overseeing the activities of Conmodum is the FINTRAC(Canada). The data about Conmodum is collected and stored at the Register of Legal Entities of the United Kingdom.

These General Terms and Conditions (the "General Terms") apply for the provision of the Services. The General Terms should be treated as the Services' agreement.

Services

1.1. Conmodum offers the following services:

- a) personal and business accounts;
- b) incoming and outgoing transfers in various currencies, including SEPA and SWIFT payments;
- c) eWallet services, including loading of eWallets through outside parties;
- d) payments by card;
- e) cash withdrawals via ATM.

1.2. By approving these Terms and Conditions, the Client also approves the Rules on Using Payment Cards applicable to him/her. The rules are indicated here.

Definitions

2.1. Application means a mobile application for Account management, installed and used on mobile devices.

2.2. Account means an account opened within Conmodum in the name of the Client.

2.3. Business Day means a day, when Conmodum provides its services, set by Conmodum. Conmodum can set different business days for different services.

2.4. Client means a natural (personal), business or merchant who has registered in the System and to whom Conmodum provides services to.

2.5. Commission Fee – the amount of money charged by Conmodum from the Client for the provision of Conmodum's Services to the Client.

2.6. Consumer means a natural person who buys Services for his/her personal use.

- 2.7. Electronic Money means money credited/ transferred to and held on an Account for executing payment Services via the System.
- 2.8. European Economic Area Agreement means the Agreement on the European Economic Area, which entered into force on 1 January 1994.
- 2.9. EU Member State means the member state of the European Union.
- 2.10. Payment Operation means a money transfer, payment, or withdrawal initiated by a User or a Company.
- 2.11. Payment Order means an order from the Client for the execution of the payment Operation.
- 2.12. Payment Service means (i) execution of payment transactions, including transfers of funds on a payment account with the payment service provider of the payment service user or with another payment service provider: execution of direct debits, including one-off direct debits, execution of payment transactions through a payment card or a similar device and/or execution of credit transfers, including standing orders; and/ or (ii) issuing of payment instruments and/ or acquiring of payment transactions; and/ or (iii) money remittance; and/ or (iv) services enabling cash to be placed on a payment account as well as all the operations required for operating a payment account; and/ or (v) services enabling cash withdrawals from a payment account as well as all the operations required for operating a payment account.
- 2.13. Payment Instrument means any Payment instrument which allows to link to the Account and perform payment transfers using this payment instrument.
- 2.14. Conmodum Account means an account opened in the System in the name of the Client and used to keep funds and make payment transfers.
- 2.15. Services mean a service of issuance and redemption of Electronic Money, Payment Services and other services provided by Conmodum.
- 2.16. Online Account means the result of registration in the computer system or Application, during which personal data of the registered Client is saved, a login name is assigned and the rights of the Client in the System are defined.
- 2.17. System means a software solution on Conmodum web page and Application used for provision of Conmodum services.
- 2.18. Password (Passwords) means any code of the Client created in the System or provided to the Client by Conmodum for the access to the Online Account and/ or Account or initiation and management of separate services provided by Conmodum and/ or initiation, authorization, implementation, confirmation and reception of Services.
- 2.19. Party means Conmodum or the Client (jointly known as Parties).

Registration in Conmodum system

- 3.1. The Client who wants to start using the System has to go through the registration process. Conmodum onboard the Client remotely. In addition, the description of the Client's identification procedure is provided within the Rules on Anti-money Laundering and Terrorist Financing Prevention of Conmodum.
- 3.2. The Client obligates to ensure security and secrecy of the Password and the Unique Identifier granted to the Client. In case the Password becomes (or possibly becomes) known to the third parties, the Client obligates to immediately change the Password and/or Unique Identifier.
- 3.3. The Client obligates to ensure security and secrecy of the details about his/ hers payment Instrument, including payment card number and Card Verification Value (CVV) code.
- 3.4. While registering in the System, the Client obligates to provide correct and complete data about himself/ herself during the registration process. The Client obligates to immediately, however, no later than 1 Business Day, inform Conmodum about any change of information and documents provided to Conmodum during the registration process, including, but not limited to, change of the e-mail, phone, information on the representative and etc.

3.5. Conmodum has the right to request the Client additional information and/ or documents related to the operations of the Client and to request the Client to fill such information periodically.

3.6. If the Client does not provide requested information and/ or documents within the terms specified by Conmodum, Conmodum has the right to suspend the Client registration process.

3.7. After being duly onboarded and granted the access to the account, the Client is obliged to activate the compulsory Two Factor Authentication security feature following the instructions provided in <https://Conmodum.pl/blog/Conmodum-two-factor-authentication-2fa-user-guide/> If the Two Factor Authentication is not activated within 3 days, Conmodum has the right to suspend the account until the Two Factor Authentication is activated.

3.8. The Client might enter into legal relations with Conmodum directly and/ or through the Client's Representatives.

Payment Services and Account Opening Rules

4.1. Account allows the Client to deposit, transfer, keep funds in the Account for transfers, local and international money transfers executions, contribution ments, also receive money to the Account, settle for goods and services, and perform other operations directly related to money transfers.

4.2. Money held on the Client's Account is considered Electronic Money which Conmodum issues after the Client transfers or deposits money to his/ her Account. After the Client deposits/ transfers money to his/ her Account and Conmodum receives the money, Conmodum credits it to the Client's Account, at the same time issuing Electronic Money at the nominal value. The Electronic Money is credited to and held on the Client's Account.

4.3. The specific method of depositing/ transferring funds to the Account is selected by the Client in the Online Account by selecting the "Funding instructions" section, which contains instructions for depositing money for each method of payment.

4.4. The nominal value of Electronic Money coincides with the value of money deposited/ transferred to the Account (after deduction of standard Commission Fee appropriate for a particular payment method, if applicable).

4.5. Electronic Money held on the Account is not a deposit and Conmodum does not, in any circumstances, any interest for Electronic Money held on the Conmodum Account and does not provide any other benefit associated with the time period the Electronic Money is stored.

4.6. At the request of the Client, Electronic Money held on his/ her Account shall be redeemed at their nominal value at any time, except for cases set forth in the General Terms.

4.7. The Client submits the request for redemption of Electronic Money by generating a ment Order to transfer Electronic Money from his/ her Account to any other account specified by the Client or withdrawing Electronic Money from his/ her Account by other methods supported by Conmodum and indicated in the System. Conmodum has the right to apply limitations for redemption of Electronic Money.

4.8. No specific conditions for Electronic Money redemption that would differ from the standard conditions for transfers and other ment Operations performed on the Account shall be applied. The amount of redeemed/ transferred Electronic Money is chosen by the Client.

4.9. No additional fee for Electronic Money redemption is applied. In the event of redemption of Electronic Money, the Client s the usual Commission Fee for a money transfer or withdrawal which depends on the method of Electronic Money transfer/ withdrawal chosen by the Client. Standard Conmodum Commission Fees for money transfer/ withdrawal are applied.

4.10. Provided that the Client terminates the General Terms and agreements concluded, and applies with the request to close his/ her Account and delete his/ her Online Account from the System, or Conmodum terminates the provision of Services, money held on the Client's Account shall be transferred to the bank account or to the account within other electronic payment system

indicated by the Client. Conmodum has a right to deduct first the funds that belongs to Conmodum (fees for Services provided by Conmodum and other unpaid amounts, including but not limited to, fines and damages incurred by Conmodum due to the breach of the General Terms or other obligations committed by the Client, which have been imposed by international payment card organizations, other financial institutions and/ or state institutions). In the event of a dispute between Conmodum and the Client, Conmodum has the right to detain money under dispute until the dispute is resolved.

4.11. The Commission Fees for special categories of Clients may differ from the standard Commission Fees. The aforementioned categories of Clients are determined in Conmodum's policies.

4.12. Conmodum reserves the right not to open an account and/ or close an account without providing a reason.

4.13. To use ment services via Conmodum System the Client's equipment shall be in compliance with the following minimum system requirements:

4.13.1. Desktop:

Minimum:

Processor: Intel Core i3 or better

Memory: 2 GB RAM

4.13.2. OS: Windows 7 / Linux up to date distro

Browser: Firefox / Chrome / Edge

4.13.3. Mobile devices:

iOS 10 or higher / Android 6.0 or higher

Usage of the Account

5.1. The Client may manage the Account via the Internet by logging in to his/her Online Account with his/her login name and Password or via Application.

5.2. Payment Transfers from the Client's Account may be executed:

5.2.1. to another user of the System;

5.2.2. to the United Kingdom, EU and foreign bank accounts (except for banks in foreign countries to which the ment Transfers are forbidden; Conmodum informs the Client about such countries in the System);

5.2.3. to accounts in other electronic payment systems specified in the System;

5.2.4. to other debit and credit cards using card-to-card payment services.

5.3. Funds may be transferred to the Account in different currencies. The Client will be shown the currency exchange rate valid at the moment of conversion before making any transaction in a different currency within the System. The exchange rate is constantly updated on the System.

5.3.1. Conmodum ensures that for payment transactions in euros, initiated within the Republic of Lithuania or to other member states, the transaction amount will be credited to the recipient's payment service provider's account no later than the end of the next working day following the receipt of the payment instruction.

5.3.2. When credit transfers in the United Kingdom are made in euros, the User's payment service provider must ensure that after receiving the payment order, the amount of the payment transaction is credited to the recipient's payment service provider's account on the same working day, if the ment order is received before 12 o'clock on that working day. If the moment of receipt of the ment order is after 12 o'clock, the User's Payment service provider must ensure that the amount of the ment transaction is credited to the company payment service provider's account no later than the next business day

5.3.3. For transactions in non-eurozone member state currencies conducted within the United Kingdom or to other member states, Conmodum is entitled to complete the transaction within a period not exceeding four working days.

5.3.4. For payment orders given by the Client User in a currency other than the Euro or other than the currency of the EU Member State or other than the currency of a state that is a contracting party to the European Economic Area Agreement, the Client agrees that the abovementioned time limits do not apply.

5.3.5. Additionally, the time limits do not apply in case that any data required to proceed the transaction which was given to Conmodum by the Client, is erroneous.

5.3.6. In case that the Client is the ee of an incoming payment in a currency other than Euro or other than the currency of the EU Member State or other than the currency of a state which is a contracting party to the European Economic Area Agreement, the Client agrees that the aforementioned time limits do not apply.

5.3.7. Conmodum is committed to adhering to the specified time limits for processing transactions as detailed in General Terms. However, these time frames may not apply in instances where Conmodum undertakes Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF) activities or conducts investigations into specific transactions. In such circumstances, Conmodum will ensure that the transactions are executed within a reasonable period of time, without undue delay, to maintain compliance with regulatory requirements and safeguard the integrity of our financial operations.

5.4. A bank or another electronic money transfer system may apply fees for transferring money from/ to the Client's Account to the Client's bank account, card, or payment account of another electronic payment system.

5.4.1. Conmodum may charge additional fees if received funds have to be converted to another currency before it is possible to credit them to the Client's account. The Client will be informed about additional fees in advance.

5.5. Fees for the Services of Conmodum are deducted from the Client's Account. In case the amount of money on the Account is less than the amount of the ment Transfer and the price of the Service of Conmodum, the payment Transfer is not executed.

5.6. In case the Client indicates incorrect data of the recipient and the payment Order is executed according to the data provided by the Client (e.g. the Client indicates a wrong account number), it shall be considered that Conmodum has fulfilled its obligations properly and shall not are the transferred amount to the Client. The Client shall directly contact the person who has received the transfer regarding the return of the money.

5.7. The Client is obliged to provide a payment Order for the execution of the payment Transaction in accordance with the instructions specified in the System and valid at the moment of transfer.

5.8. If the User submits an incorrect payment Order or indicates incorrect data for the payment Transfer, but the payment Transfer has not been executed yet, the Client may request to correct the payment Order.

5.9. If Conmodum cannot credit funds indicated in the payment Order to the recipient due to errors of the Client made in the payment Order, the payment Order may be cancelled and funds may be returned to the Client if it is technically possible.

5.10. In all cases, when Conmodum receives a payment Order but funds cannot be credited due to errors in the payment Order or insufficiency of information, Conmodum undertakes all possible measures to track the payment Operation in order to receive accurate information and execute the payment Order.

5.11. The Client, having noticed that money has been credited to his/ her Account by mistake or in other ways that have no legal basis, is obliged to notify Conmodum about it immediately, however, no later than within 1 Business Day after noticing the wrongly credited money. The Client has no right to dispose of money that does not belong to him/ her. In such cases Conmodum has the right and the Client gives an irrevocable consent to deduct the money from the his/ her Account

without the Client's order. If the amount of money on the Client's Account is insufficient to debit the money credited by mistake, the Client unconditionally commits to reimburse Conmodum the money credited by mistake in 3 (three) Business Days from the receipt of such request from Conmodum.

5.12. The Client has the right to change the limits on Internet Transfers for the Account by completing an additional Online Account confirmation in accordance with the procedure established in the System and setting other limits for transfers by completing an additional confirmation. The Client may set the limits at his own discretion, however Conmodum has the right to limit the size of the limits at any time. The Client may check the applied limits in the System. The Client will be notified about the limit's entry into force by e-mail and through the System.

5.13. The Client may check the Account balance and history by logging in to the Online Account or the Application. The Client can also find information about all applied fees and other fees deducted from the Account of the Client during a selected period of time.

5.14. The Client's confirmations, orders, requests, notifications and other actions performed through websites of third persons or other places by logging in to his/ her Account and identifying himself/ herself in this way are treated as conclusion of an agreement.

5.15. The management of the Account via the Internet:

5.15.1. In order to execute a payment Operation via the Internet, the Client must fill in a payment Order in the System and submit it for execution, electronically confirming in the System his/ her Consent to execute the payment Order.

5.15.2. Submission of the payment Order in the System is an agreement of the Client to execute the payment Operation and cannot be cancelled (cancellation of the payment Order is only possible until the execution of the Payment Order has been started – status of the payment Order and possibility of cancellation are visible on the Online Account of the Client).

5.15.3. In case the amount of money on Account of the Client is insufficient to execute the payment Transfer, the payment Transfer is cancelled. The Client can file in the payment Order again once the amount of money on Account becomes sufficient. If the amount of money on Account is insufficient in one currency, but there is a sufficient amount of money in another currency, the payment Transfer shall not be executed until the Client converts other currency to the currency of the payment (except for cases, when the Client has ordered an automatic currency exchange feature, or the transfer is intended for buying for goods or services via System).

5.16. The payment Order (from the Account opened within Conmodum to the other Account opened within Conmodum) is considered received (calculation of the period of execution of such payment Order starts) on the day of its reception, or, if the moment of reception of the payment Order is not a Business Day, the payment Order is considered received on the nearest Business Day.

5.17. The payment Order (outside the System) which was received by Conmodum on a Business Day but not on business hours set by Conmodum, is considered received on the nearest Business Day of Conmodum.

5.18. All of the payment Orders that the System receives are placed in a priority-based queue. Subsequently, payment Orders are executed according to the queue, with execution occurring either immediately or as soon as preceding payment Orders are completed.

5.19. Conmodum has the right to record and store any payment Order submitted by any of the means agreed on with Conmodum, and to record and store information about all payment Operations performed by the Client or according to payment Orders of the Client. Records mentioned in the present clause may be submitted by Conmodum to the Client and/ or third persons, who have the right to receive such data under the basis set forth in the legislation, as evidence confirming the submission of payment Orders and/ or executed payment Operations.

5.20. Payment Orders submitted by the Client shall comply with requirements for submission of such payment Order and/ or content of the payment Order set by the legal acts or by Conmodum. Payment Orders submitted by the Client shall be formulated clearly, unambiguously, shall be executable and contain clearly stated will of the Client. Conmodum does not undertake

responsibility for errors, discrepancies, repetitions and/ or contradictions in payment Orders submitted by the Client, including but not limited to, the correctness of requisites of the payment Order submitted by the Client. If the payment Order submitted by the Client does not contain enough data or contains deficiencies, Conmodum, regardless of the nature of deficiencies in the payment Order, can refuse to execute such payment Order, or execute it in accordance with data given in the payment Order.

5.21. Conmodum has the right to refuse to execute a payment Order in case of a reasonable doubt that the payment Order has been submitted by the Client or an authorized representative of the Client, payment Order or the submitted documents are legitimate. In such cases, Conmodum has the right to demand from the Client to additionally confirm the submitted payment Order and/ or submit documents confirming the rights of persons to manage the funds held on the Account or other documents indicated by Conmodum in a way acceptable to Conmodum at expense of the Client. In cases mentioned in this point, Conmodum acts to protect the legal interests of the Client, Conmodum and/ or other persons, thus, Conmodum does not undertake the responsibility for losses that may arise due to the refusal to execute the submitted payment Order.

5.22. Before executing the payment Order submitted by the Client, Conmodum has a right to demand from the Client documents which prove the legal source of money related to the payment Order. In case the Client does not submit such documents, Conmodum has the right to refuse to execute the payment Order of the Client.

5.23. Conmodum has the right to involve third parties to partially or fully execute the payment Order of the Client if the Client's interests and/ or the essence of the payment Order require so. If the essence of the payment Order of the Client requires sending and executing the payment further by another financial institution, but this institution suspends the payment Order, Conmodum is not responsible for such actions of the financial institution, but makes attempts to find out the reasons for the suspension of the payment Order. Conmodum has the right to suspend and/ or terminate the execution of the payment Order of the Client if required by law or in case it is necessary for other reasons beyond the control of Conmodum.

5.24. In case Conmodum refuses to execute the payment Order submitted by the Client, Conmodum shall immediately inform the Client thereon or create necessary conditions for the Client to get acquainted with such notification, except when such notification is technically impossible or forbidden by legal acts.

5.25. Conmodum shall not accept and execute payment Orders of the Client to perform operations on the Account of the Client if funds on the Account are arrested, the right of the Client to manage the funds is otherwise legally limited, or in case operations are suspended by applicable legal acts.

5.26. If money transferred by the payment Order is returned due to reasons beyond the control of Conmodum (inaccurate data of the payment Order, the account of the recipient is closed, etc.), the returned amount is credited to the Account of the Client. Fees paid by the Client for the payment Order execution are not returned, and other fees related to the returning of money and applied to Conmodum can be deducted from the Account of the Client.

5.27. Conmodum has the right to return to the issuing side any incoming transaction, that appears suspicious in any way, and charge the applicable fees from the Client's account. The fees may include the standard charges for a wire transfer or a SWIFT confirmation procedure to identify the account number of the issuer and allocate the returned funds there. The fee may be higher depending on the destination, currency, and, if applies, foreign currency conversion.

5.28. The Client agrees that Conmodum will transfer the Personal Data of the Client to persons directly related to the execution of the payment Operation, such as international payment card organizations, companies processing information about payment by payment cards, the provider of payment Services of the recipient, the operator of the payment system for execution of the payment Operation, intermediaries of the provider of payment Services of the Client and the recipient.

5.29. If necessary and/ or required by institutions of other states, Conmodum has the right to receive additional information (e.g. name and surname/ title of the User, a payment code) required for the appropriate execution of the payment Order.

5.30. When executing payment Orders initiated by the Client, Conmodum shall transmit to the payment Service provider the information (including Personal Data of the Client) specified by the Client in the Payment Order.

5.31. In case of the death of the Client (where a client is a natural person), the Account of the Client will be closed and the funds held by the Client will be transferred to the account indicated by the successor. The actions indicated in this Clause will be implemented following the procedure provided under the applicable laws.

5.32. Conmodum will charge all appropriate fees related to the closure of the Account. If no successor claims the remainder of the funds (i.e. it is not indicated where the funds should be transferred) in the Account within 12 months, Conmodum will also charge the funds in the Account with a 0.15% daily fee.

5.33. The Client agrees that Conmodum, when providing Services, may use services by the counterparties (including but not limited to, banks, electronic money institutions, payment institutions, and other financial institutions). Conmodum is entitled to attract counterparties for the provision of Services without prior agreement with the Client.

5.34. Certain clients may be subject to the advance payment requirement which allows Conmodum a better protection against possible risks and expenses associated with particular Accounts. Conmodum notifies such Clients of the requirement and the advance payment is only imposed with prior agreement by the Client.

5.34.1. Advance payment is kept for 45 calendar days after the Account has been closed. If additional expenses associated with the Account emerge after the Account has been closed, Conmodum may retain the advance payment longer than 45 calendar days. Conmodum also has a right to charge emerging expenses from the advance payment. If the amount of the advance payment is not enough, Conmodum might claim other expenses appeared from the activity of the Client in the court.

5.34.2. Conmodum may release the advance payment before the Account is closed.

5.34.3. Conmodum does not have any interest on advance payment.

Pricing

6.1. Pricing of Services (the Pricing) is provided on <https://Conmodum.pl/fees/> and is considered part of these General Terms, if other prices are not agreed between Parties (Parties' representatives). Conmodum is entitled to unilaterally amend the Pricing and to change the amount, frequency, or time frames for ment of any fees and/ or charges relating to the Services provided. Conmodum shall notify the Client of these changes 60 (sixty) calendar days before the new/ amended Pricing takes effect unless Parties agree on other terms of the effectiveness of updated terms.

6.2. The Client confirms that he/ she has carefully acquired the Pricing and payment terms that are applied to and relevant to the Client.

6.3. Fees able by the Client will be deducted from the Account balance.

6.4. All of the fees are non-refundable.

6.5. All the fees to Conmodum are paid in EUR. In case there is not a sufficient amount of funds in EUR currency within the Account, Conmodum arranges exchange of the required amount of funds to EUR. Conmodum has a right to exchange money for necessary currency by applying the currency exchange rate published within the System. In case there is Electronic Money in the Account and also funds in other currency than EUR, Conmodum will exchange Electronic Money into fiat (EUR).

6.6. The Client commits to ensure that there will be a sufficient amount of money on his/ her Account to / deduct all the fees able to Conmodum. If the Client does not Conmodum for provided Services in the due term, he/ she s 0.2 percent from the amount for each day overdue.

Prohibited actions

7.1. The Client is prohibited to:

7.1.1. violate the rights of Conmodum to trademarks, copyrights, commercial secrets, and other intellectual property rights;

7.1.2. provide false, misleading, or incorrect information;

7.1.3. refuse to provide the information requested by Conmodum;

7.1.4. transfer and/or receive money acquired in an illegal manner;

7.1.5. refuse to cooperate with Conmodum in the investigation of violations;

7.1.6. spread computer viruses and undertake other measures that could cause System malfunctions, damage or destroy information, as well as cause other damage to systems, equipment, or information;

7.1.7. undertake any other deliberate measures that could cause System malfunctions, damage or destroy information, as well as cause other damage to systems, equipment, information, or third parties;

7.1.8. organize illegal gambling, trade of guns, drugs, prescription medicine, steroids, pornographic production, unlicensed lottery, illegal trade of software or other products or services prohibited by the law;

7.1.9. provide financial services without the prior consent of Conmodum;

7.1.10. provide services which are prohibited by the laws or conflict with the public order and/ or good morals.

Communication

8.1. The Client confirms that he/ she agrees with the provision of communication by Conmodum on the System. The Client confirms that communication presented in through the System shall be considered submitted properly. It is considered that the Client has received notification within 24 (twenty-four) hours after they have been published on the System.

8.2. All communication between the Client and Conmodum shall be performed in the language to which the Client and Conmodum agreed.

8.3. The Client is obligated to keep the telephone number, email address, and other information submitted while creating the Conmodum Account up to date and immediately, however, no later than within 5 Business Days inform Conmodum about any change.

8.4. The Client also confirms that he/ she has access to the internet and agrees that Conmodum may provide Clients with non-confidential and/ or not personally addressed information by publishing it on the website www.conmodum.me

8.5. Conmodum can change the information on their website at any time. Conmodum also has no obligation to notify Clients about such changes.

8.6. Under the request by the Client, Conmodum will provide the Client with a copy of the agreement (i.e. the General Terms and other documentation) on paper or in another durable medium.

8.7. The durable medium provided by Conmodum according to clause 8.6. of the General Terms shall comply with the following requirements:

8.7.1. the durable medium shall be addressed personally to the Client;

8.7.2. the technical characteristics of the durable medium shall allow the Client to store it as well as to have access to it during the period adequate for the information disclosure;

8.7.3. the technical characteristics of the durable medium shall allow the Client the unchanged reproduction of the information stored in the durable medium.

Client Information

9.1. Conmodum attaches supreme importance of privacy and adopts severe rules of confidentiality about current and former Clients. Conmodum does everything reasonable to protect securely any information held about Clients in the accordance with the applicable laws. We do not disclose information about Clients to anyone unless authorized by the Client or required by the law.

9.2. Conmodum may record and/ or monitor telephone conversations between Clients and staff in order to improve the quality of services and/ or for verification or training purposes.

9.3. Conmodum cannot guarantee that the information sent over the Internet when using the Conmodum website is secure. Clients provide information at their own risk.

9.4. Conmodum stores the personal information about the Client and the history of transactions as required by law. Closing a Conmodum Account does not result in the annulation of such data unless the Client requests such annulation in pursuit of his/her legal rights.

Amendments. Termination of the agreement

10.1. These General Terms are subject to change at any time to:

10.1.1. reflect new business, legal requirements, and other developments affecting Conmodum;

10.1.2. make the General Terms more clear for the Clients and, if needed, correct any mistakes;

10.1.3. ensure reasonable and competitive business operations;

10.1.4. represent changes in market conditions, banking practices, or cost of services.

10.2. Conmodum shall notify the Client about any change of General Terms through the System no later than 60 (sixty) Business Days through authorized communication channels before intended changes. Information about the intended changes will be also announced on the website and Application of Conmodum.

10.3. If the Client does not agree to the amendments or supplements made, he/ she has the right to terminate agreements concluded by giving written termination notice to Conmodum no later than 3 (three) Business Days before the intended termination date via sending the request through Conmodum's System.

10.4. The notification period shall not apply and notification shall not be provided where:

10.4.1. General Terms were changed due to changes in laws;

10.4.2. the costs of the Services are reduced;

10.4.3. General Terms are changed in a way that puts the Client in a more favorable position.

10.4.4. The Client agrees to review the General Terms periodically to be aware of such changes and continued access or use of Conmodum Systems will proceed under the Client's acceptance of the modified General Terms.

10.5. The Client is entitled to terminate relations, including concluded agreements with Conmodum, with a prior 30 (thirty) days' notice. Conmodum may set and duly inform Client of the termination fee, which could be applicable in case the Client initiated termination of the agreement not later than 6 months from the start of using the account.

10.6. Conmodum can immediately terminate relations with the Client, including all concluded agreements, and/ or provision of services in the following events:

10.6.1. the Client fails to make any payment which is due;

- 10.6.2. the Client is in breach (or probable is in breach) of any relevant country law and/ or regulation;
- 10.6.3. the Client breaches representations and warranties provided;
- 10.6.4. certain conduct by the Client and/ or specific circumstances, which are specified in other internal rules of Conmodum as reasons for the termination of the relationship;
- 10.6.5. Conmodum believes that the Client no longer meets the Conmodum Client profile.
- 10.7. Conmodum is entitled to terminate relations, including concluded agreements (without any reason) with the Client, with a prior 60 (sixty) days' notice.
- 10.8. The agreement for the provision of the Services is concluded for an unlimited period of time.

Suspensions of services

11.1. Conmodum, at its discretion, has a right to unilaterally and without a prior warning apply one or several of the following measures:

- 11.1.1. suspend execution of Services;
- 11.1.2. limit Client's access to the Account and/ or Online Account;
- 11.1.3. refuse to provide Services.

11.2. Measures indicated in Clause 11.1 of the General Terms can be applied in the following cases:

- 11.2.1. if the Client violates the General Terms and/ or the suspicion arises that the Client violated the General Terms;
- 11.2.2. actions of the Client can harm the reputation of Conmodum or might cause losses, monetary sanctions, or other negative consequences to Conmodum;
- 11.2.3. provided payment instruction is incomplete and/ or incorrect;
- 11.2.4. the circumstances beyond the control of Conmodum have occurred;
- 11.2.5. cases laid down by the applicable laws
- 11.2.6. Conmodum become aware of the Client's death, lack of legal capacity, bankruptcy, or insolvency;
- 11.2.7. Conmodum become aware of the dispute over the operation of Client's account or Client's ownership of funds on the Account or that interest in Client's account has been claimed by a third party;
- 11.2.8. Conmodum has grounds to believe that the Client or related third persons behave incorrectly towards the officials of Conmodum (e.g. in a frightening, threatening, or aggressive manner);
- 11.2.9. Conmodum have grounds to think that the Client or related third persons have used or are still using business Accounts, while the competency of the person, that represents a particular legal entity raises doubts;
- 11.2.10. Conmodum has reasons to believe that the Client, or payments in or out of his Account, are subject to an international payments sanction regime;
- 11.2.11. Conmodum has grounds to think that Client or related third persons have used or are using the Account illicitly or fraudulently;
- 11.2.12. the Client is failing to provide to Conmodum the information and/ or documentation required under these General Terms to enable the provision of the services either when required or in a form, which is acceptable to Conmodum;
- 11.2.13. the Client's Account has never been used, or has not been used for an extended period;
- 11.2.14. Conmodum has a reasonable confirmation concerning the dishonestly of the Client's action;
- 11.2.15. Conmodum have reasons to believe that there is a legal requirement to terminate relations with the Client, or a court or any other authority requires suspending or restricting the operation of the account or the provision of any other services;

11.2.16. Conmodum reasonably suspects an unauthorized or fraudulent use of money on the Account and/ or the payment Instruments.

11.3. Conmodum shall inform the Client about measures taken indicated in Clause 11.1 immediately and, also, about the possibility of returning money that belongs to the Client in 1 Business Day before actions, specified in Clause 11.1 are taken, except for cases when the provision of such information is would weaken safety measures or is forbidden by the legal acts.

11.4. In case Conmodum reasonably suspects that someone has hacked System and/ or Account and/ or Online Account and/ or Conmodum suspects that there is a possible breach of the requirements under the applicable laws, Conmodum has a right to immediately suspend the provision of some or all Services to the Client without prior notification.

11.5. In case Conmodum reasonably suspects or finds out about illegal purchase or unauthorized usage of the payment Instruments, also about facts or suspicions that personalized safety features of the payment Instrument have become known or may be used by third persons, or Conmodum has reasonable suspicions that funds on the Account and/ or ment Instrument may be illegally used by third persons, Conmodum can immediately suspend all transactions with the ment Instrument and notify the Client through authorized communication channels as soon as reasonably possible and if such notification is not in breach with the laws of instructions received from supervisory authorities. Conmodum shall cancel the suspension of the ment instrument or replace it with a new ment instrument when the reasons for suspension of the ment instrument no longer exist.

11.6. Suspension and/ or termination of the Services does not exempt the Client from the execution of all responsibilities to Conmodum that have arisen till the termination.

11.7. When concluded agreements between the Client and Conmodum are terminated, the Client shall choose a method for redemption of his/ her Electronic Money. The Client is obligated to perform all necessary actions to redeem Electronic Money. In case the Client does not choose a method to redeem his/ her Electronic Money and/ or does not perform necessary actions to redeem his/ her Electronic Money, Conmodum can redeem the Electronic Money of the Client by the method of redemption of Electronic Money which is available at the moment of redemption.

11.8. Conmodum can suspend Client's access to Services without any prior notice in case the validity of the authorization of the Client's representative has expired or his/ her authorization has been canceled and Conmodum was not identified about the renewal of authorization.

Liability of the parties

12.1. Each Party is liable for all fines, forfeits, and other losses which the other Party incurs due to violation of the General Terms, other internal rules and/ or agreements concluded by the guilty Party. The guilty Party undertakes to reimburse direct damage incurred due to such liability to the affected Party. In all cases, the liability of Conmodum is limited by the following provisions:

12.1.1. Conmodum shall only be liable for direct damages caused by a direct and essential breach of the General Terms made by Conmodum, including breach of terms and time limits for execution of ment operations, and only for damages which could have been foreseen by Conmodum at the time of breaching of the General Terms, other internal rules and/ or agreements concluded;

12.1.2. In all cases, Conmodum shall not be liable for non-receipt of profit and income by the Client, loss of reputation of the Client, loss or failure of Client's business, and indirect damages;

12.1.3. Limitations of Conmodum liability shall not be applied if such limitations are prohibited by the applicable law.

12.2. The Client is obligated to leave Conmodum and its partners engaged for the provision of Services harmless from any claim, expenses, or costs (including legal expenses and fines) that Conmodum incurs or suffers due to a breach of General Terms and/ or breach of any applicable

law and/ or regulation. The Client will be informed about the total amount of the claim, expenses, or costs incurred by Conmodum concerning the events listed above.

12.3. Conmodum does not guarantee uninterrupted System operation, because System operation may be influenced (disordered) by many factors beyond the control of Conmodum. Conmodum shall put all efforts to secure as fluent System operation as possible, however, Conmodum shall not be liable for consequences originating due to System operation disorders if such disorders occur not due to the fault of Conmodum.

12.4. Cases, when Conmodum limits access to the System temporarily, but not longer than 24 (twenty four) hours, due to the System repair, development works, and other similar cases, and if Conmodum informs the Client about such cases at least 2 (two) Business Days in advance, shall not be considered System operation disorders.

12.5. Conmodum is not liable for:

12.5.1. money withdrawal and transfer from the Account and for other ment Operations with funds held on the Client's Account if the Client had not protected his/ her Passwords and or other identification instruments, and as a result they have become known to other persons, and also for illegal actions and operations of third persons performed using counterfeited and/ or illegal documents or illegally received data;

12.5.2. errors and late or missed transactions made by banks, billing systems, and other third parties;

12.5.3. consequences arising due to disturbances of the fulfillment of any Conmodum obligations caused by a third party which is beyond the control of Conmodum;

12.5.4. consequences arising after Conmodum legally terminates the General Terms, other internal rules and agreements concluded or limits access to it, also after reasonable limitation/ termination of provision of a part of the Services;

12.5.5. any loss or inconvenience which results due to the Client's failure to keep up to date the information requested under the General Terms;

12.5.6. goods and services purchased using the Account, and also for other parties, which receive payments from the Account, not complying with terms of any agreement;

12.5.7. for a failure to fulfill its contractual obligations and damages, in case it was caused due to Conmodum fulfilling duties determined by the law;

12.5.8. any disruption of the provision of Services;

12.5.9. money withdrawal and transfer from the Account and for other operations with the money held on the Account in case the Client has not protected his/ her Password and it has become open to other persons;

12.5.10. actions of the banks, payment systems, and other third parties actions which are beyond the control of Conmodum;

12.5.11. for the circumstances where Conmodum suspends and/ or terminates Services under the mandatory law provisions;

12.5.12. losses bared due to unauthorized payment operations if the Client has incurred them acting dishonestly, due to his/ her gross negligence, by not performing duties under the General Terms, or failing to timely enable Two Factor Identification;

12.5.13. any indirect or consequential losses, including but not limited to, loss of profit, loss of reputation.

12.6. The Client is fully liable for the correctness of data, orders, and documents submitted to Conmodum.

12.7. If the Client denies having authorized the payment Operation which has been authorized or states that the payment Operation has been executed improperly, Conmodum is obliged to prove that the authenticity of the payment Operation has been confirmed, it has been registered properly and recorded into accounts, and it has not been affected by any technical or any other glitches.

12.8. The Client bears all the losses that have arisen due to unauthorized ment Operations for the amount of up to 50 (fifty) Euros if these losses have been incurred due to: usage of a lost or stolen ment Instrument; illegal acquisition of a ment Instrument.

12.9. The Client bears any losses incurred due to unauthorized payment Operations if the Client has suffered the losses as a result of acting dishonestly or due to his/ her gross negligence or intentionally not fulfilling one or several of the duties indicated below:

12.9.1. to comply with the rules regulating issuance and usage of the payment Instrument provided in the General Terms and instructions of Conmodum that regulates the issue of the payment Instrument;

12.9.2. if the Client finds out about a loss, theft, illegal acquisition, or unauthorized usage of the payment Instrument, about facts and suspicions that personalized security features of his/ her payment Instruments have become known to or can be used by third persons, the Client shall notify Conmodum or the subject indicated by Conmodum immediately via e-mail, phone call or notification sent via chat in the mobile or desktop Conmodum Application;

12.9.3. to undertake all possible measures to protect personalized security features of the ment Instrument after the ment Instrument has been issued.

12.9.4. if the Client does not perform the actions required by Conmodum's policies due to password change, including, but not limited to sending a written request for password change via the Client's verified e-mail or Conmodum system and provision the copy of the Client's proof of identity (passport, ID card).

12.10. If the Client or his/ her actions resulted in Conmodum incurring losses, fines, or legal costs, Conmodum has the right to debit the funds from the Client's Account(s). If these funds are not enough to cover losses, fines, and expenses for any legal dealings, Conmodum can apply to the court.

12.11. After the Client submits a notification with a request to block the payment Instrument, Conmodum shall bear the subsequent losses of the Client incurred due to the lost, stolen, or illegally acquired payment Instrument, except for cases when the Client has acted not in good faith.

12.12. In case Conmodum does not create conditions to immediately notify about a lost, stolen, or illegally acquired payment Instrument, Conmodum shall bear the losses incurred due to unauthorized usage of the payment Instrument, except for cases when the Client has acted not in a good faith.

12.13. The present provisions of the General Terms, which are intended for the consumers, are not applied to Clients who are not consumers and act under the General Terms and other internal rules pursuing aims related to their business, commercial, or professional activity.

12.14. The Client shall check information about ment Operations performed on the Account at least once a month and notify Conmodum about unauthorized or improperly executed ment Operations, also about any other errors, inconsistencies or inaccuracies in the statement. The notification shall be submitted not later than 60 (sixty) calendar days after the day when Conmodum, according to the Client, has performed the unauthorized ment Operation or has performed the ment Operation improperly. The Client shall immediately submit to Conmodum any information about illegal logins to the Account or other illegal actions related to the Account, and undertake all reasonable measures indicated by Conmodum in order help in investigating the illegal actions.

12.15. The Party is relieved from the liability for failure to comply with the General Terms and/ or other internal rules and or agreements concluded in case the Party proves that obligations have not been executed due to circumstances of force majeure which are proven by the procedure established by the law. The Client shall notify Conmodum about the force majeure in writing within 10 (ten) calendar days after the day of occurrence of such circumstances.

12.16. The Client is solely and fully liable for the payment of taxes (or any state duties) in the country of the Client's tax residency. The Client is solely liable for the registration/ declaration of the Client's accounts according to the legislative acts of the country of the Client's residency.

12.17 Conmodum is committed to refunding the Client for any unauthorized payment transactions as swiftly as possible, no later than by the end of the next business day after the issue comes to Conmodum's attention. This commitment stands regardless of whether the Client has notified Conmodum or if Conmodum has identified the unauthorized transaction through its proactive measures. However, to be eligible for such a refund, the Client must comply with all of Conmodum's security and access protocols. If an unauthorized transaction is detected, the Client must report it to Conmodum without delay and within a maximum period of 13 months from the date the funds were debited. Should the Client fail to notify Conmodum within the 13-month timeframe, the protections offered in these terms for unauthorized transactions may become void at Conmodum's discretion. Conmodum disclaims liability and the obligation to restore the account balance if the unauthorized transaction arose due to the Client's neglect of security measures, willful misconduct, or a breach of Conmodum's security protocols. In all circumstances, Conmodum ensures that the Client is protected from incurring losses related to interest that would have accrued on unauthorized transactions, provided the Client has observed their security responsibilities.

12.18 The Client is entitled to a full refund of the executed amount initiated by or through the recipient if the exact amount was not specified at authorization and if the executed amount exceeds what the Client could reasonably expect based on their previous spending, the terms of the general agreement, and other relevant circumstances, excluding currency exchange discrepancies agreed upon with Conmodum. The Client must provide evidence of these conditions upon Conmodum's request. If eligible, Conmodum will refund the full amount and ensure that the Client does not incur any interest losses. Direct debit transactions carry an unconditional right to a refund. The Client may waive the right to a refund in the general contract if they consented to the transaction and were informed of the transaction terms at least four weeks in advance. Refund requests must be made within eight weeks from the account debit date, and Conmodum will process such refunds or provide reasons for refusal within ten business days.

Final Provisions

13.1. General Terms shall be governed by and interpreted by the laws of the United Kingdom.

13.2. If any part of these General Terms is found invalid, unlawful, or unenforceable, other terms and conditions shall continue to be valid and binding on Parties.

13.3. The United Kingdom deposit guarantee scheme does not apply to the accounts opened within Conmodum. However, Conmodum ensures that Clients' funds are kept in a segregated bank account opened for the benefit of Clients of Conmodum and it will not be used to keep funds of Conmodum or other parties that are not considered to be users of the services offered by Conmodum.

13.4. In case the client is not satisfied with the financial services provided by Conmodum, the Client has the right to submit an official complaint to Conmodum. The rules on submission of such complaints, complaint resolution terms, the rights of the Client, and other related provisions are indicated in the Rules on Investigation of Complaints Conmodum.