xpate

Terms and Conditions

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These Terms and Conditions apply to you:

- In their entirety, if you use or have access to our Services (as defined below). By clicking to "Accept", "Agree", or similar, where this option is made available to the Customer on the Website, signing an Order

Form referencing these terms ("**Order Form**"), or accessing or using our Services (as defined herein), the Customer agrees to all the terms and conditions of this Agreement; and

- If you only use our Website, you agree to be bound by the following Sections of this Agreement: 1 This Agreement, 2 Definitions and interpretations, 6 Changes to this Agreement, 14 Restricted activities, 15 Confidentiality, 16 Privacy, 17 Customer's Liability, Other Legal Terms (Sections 17 until 20). In this case, references to the "Agreement" mean only the Sections and references to the "Services" shall mean your use or access to our Website.

You should read these Terms and Conditions together with our Privacy Policy.

Your agreement with us

1. This Agreement

1.1. This is our legal agreement with you ("**Customer**" or "**you**"), which defines the terms and conditions that govern the use of our Website and the provision of our Services (the "**Agreement**"). You are advised to print or download and keep a copy of this Agreement (including the Additional Documents referred to herein) for future reference. Please note that we may modify this Agreement as further described in Section 6 Changes to this Agreement below, so you should check this page from time to time.

1.2. XPATE SIA is a company incorporated under the laws of Latvia with registration number 40203411426 (hereinafter "**XPATE**", "**we**", "**us**", or "**our**" as applicable). XPATE is authorised to issue electronic money and provide payment services by the Bank of Latvia (Licence number 27-55/2023/7).

1.3. This Agreement refers to and incorporates by reference additional documents mentioned in the relevant Order Form or when providing you additional Services (the "**Additional Documents**") which also apply to the use of the Services. The Customer should read this together with our Privacy Policy.

1.4. The definitions of capitalised terms are below in Section 2, Definitions and interpretations, or defined in parenthesis within this Agreement or the Additional Documents.

1.5. In the event of any conflict or inconsistency between this Agreement, the Order Form (if applicable to you), and the Additional Documents, the following descending order of priority applies: (i) this Agreement, save as to any fees or charges payable under the Order Form or any explicit change to this Agreement provided in the Order Form; (ii) the Additional Documents; and (iii) the Order Form.

1.6. To receive some of our Services, you may be asked to agree to additional terms and conditions, which we will notify you about before you use that service.

1.7. **Future changes to this Agreement.** Subject to section 6, XPATE will make changes to this Agreement from time to time. The revised Agreement will take effect as soon as it is posted on our Website or on the date notified to the Customer. The Customer undertakes to consult and regularly review XPATE's Website and Portal to be timely informed about any changes in respect of the Agreement and the Services.

1.8. **Where to get a copy of this Agreement.** The customer can always see the most current version of this Agreement and download a PDF version on our Website. If you need help getting this Agreement, please reach out to Customer Support.

2. Definitions and interpretations

In this Agreement, these terms have the following meaning, unless the context otherwise requires, and may be used in the singular or plural as appropriate:

2.1. **Affiliate** means, in relation to an entity, any person or entity Controlling, Controlled by or under common Control or ownership with such entity. An entity is deemed included within the meaning of "Affiliate" even if it qualifies as such after these Terms have been agreed to by a Client. "**Control**" of an entity means the power, direct or indirect, to direct or cause the direction of the management and policies of such entity, whether by contract or otherwise, and in any event and without limitation of the foregoing, any entity owning more than 20% of the voting securities of a second entity shall be deemed to control that second entity. Derivative forms of the term "Control" (e.g. Controlling and Controlled by) have corresponding meanings.

2.2. **Business day** means any day except Saturday and Sunday, public holidays in Latvia, as well as XPATE's non-business days previously announced to the Customer.

2.3. **Credentials** mean a username and password, license key, or another secret that affords the use of our Services or systems providing the Services, including all information that is provided to the Customer for authenticating and for login into the XPATE Portal, such as unique number, password, login code and any verification messages.

2.4. **Intellectual Property** means (i) rights in, and in relation to, any trademarks, logos, patents, registered designs, design rights, copyright and related rights, moral rights, databases, domain names, utility models, and including registrations and applications for, and renewals or extensions of, such rights, and similar or equivalent rights or forms of protection in any part of the world; (ii) rights in the nature of unfair competition rights and to sue for passing off and for past infringement; and (iii) trade secrets, confidentiality and other proprietary rights, including rights to know how and other technical information.

2.5. **Software** means the collective set of software, data or technologies developed and/or operated by XPATE and provided to the Customer to receive the Acquiring Services.

2.6. **Payout** means an amount paid by XPATE to the Customer.

2.7. **PCI DSS** stands for "Payment Card Industry Data Security Standard" and means a worldwide information security standard for transmitting, processing and storing Cardholder's data and Sensitive Authentication Data, as updated from time to time and published by the Payment Card Industry Security Standards Council (PCI SSC) at https://www.pcisecuritystandards.org.

2.8. **XPATE Payment Method** means a payment method that XPATE makes available to the Customer to add funds to the XPATE Account, transfer or withdraw funds using bank transfers or payment instruments ("**Payment Instrument**") such as debit, credit or prepaid cards, e-wallets or others.

2.9. **XPATE Corporate Group** means xpate and its Affiliates from time to time.

When interpreting this Agreement:

- References to persons, including "You" and the "Customer", shall include individuals, corporate bodies and any other type of entities.
- Words denoting gender shall include all other genders.

- References to a Section or Sections shall be deemed references to the respective section(s) of this Agreement.
- Headings herein are for reference only and shall not affect the construction and interpretation of the Agreement.
- References to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time.

3. Conditions for using the Services

3.1. **Requirements.** To use the Services, you must be a business organised in or a resident of a country or territory that we support. The Customer may only use the Services for business purposes and not for personal purposes.

3.2. **The Customer must have the authority to bind its business.** By using our Services and operating or using an XPATE Account as a representative of the business, the Customer confirms that it has the authority to bind the business on whose behalf it uses the Services and that the business accepts the terms of this Agreement. XPATE may ask the Customer at any time to provide proof of such authority. If the Customer does not provide proof of authority that is acceptable to XPATE, XPATE may close or suspend the XPATE Account or Services held by the business or deny the Customer's access.

3.3. **Customer Acceptance and Credentials.** Once accepted and authorised by XPATE, XPATE will provide the Customer with Credentials. The Credentials are personal, and only the Customer has a right to access and use XPATE Services within it and only for the declared activities and purposes indicated to XPATE. If the activities and purposes change, the Customer shall promptly notify XPATE.

3.4. **Authorised Users**. The Customer may authorise others to receive Credentials, access, use, or operate its XPATE Account or otherwise use our Services on behalf of the Customer's business (an "**Authorised User**"). The Customer acknowledges that if it provides such access to an Authorised User, we'll deal with such Authorised User as if they were the Customer for the purposes of this Agreement. The Customer will be bound by anything done by any Authorised User, even if they do something that is outside the scope of the authority the Customer gave them. The Customer acknowledges that XPATE will not perform any verification of the authority of the Customer's Authorised Users to act on behalf of the Customer's business. The Customer also acknowledges that XPATE may disclose certain information about the Customer's profile or XPATE Account to any Authorised User and that we are not responsible for your Authorised User's use of that information. Granting permission to any Authorised User does not relieve you of your responsibilities under this Agreement, including notifying us if your Credentials have been compromised or if a transaction is suspected to be incorrect or unauthorised.

3.5. **Disputes with Authorised Users.** Disputes between the Customer and an Authorised User relating to our Services are a matter between the Customer and the Authorised User. The Customer recognises that XPATE is not a party to any claim or dispute between the Customer and your Authorised Users. Because you are bound by the actions of Authorised Users, it's very important that you choose Authorised Users carefully. We suggest you regularly reassess who can be an Authorised User and regularly review the activity undertaken by Authorised Users.

3.6. **XPATE is under no obligation to accept or authorise any Customer**. XPATE, upon its full discretion, shall determine the scope of information which may be requested from the Customer and decide if and on which conditions the Customer is authorised to use the Services.

3.7. **The Customer agrees to provide any information requested by XPATE**. XPATE is required by law to carry out certain security, verification and due diligence checks on the Customer in order to provide any Services to the Customer and allow the Customer to have and maintain an XPATE Account. The Customer agrees to comply with any request from XPATE for further information and provide such information in a format acceptable to us.

3.8. **Information must be accurate.** All information the Customer provides to XPATE must be complete, accurate and truthful at all times. The Customer must notify XPATE in case of any changes in circumstances or facts to any information or documents provided. XPATE cannot be responsible for any loss arising out of the Customer's failure to do so. XPATE may ask the Customer at any time to confirm the accuracy of the Customer's information or provide additional supporting documents.

3.9. **Information from other sources.** The Customer expressly authorised XPATE to obtain Customer's information from other companies of XPATE Corporate Group, where the Customer might hold an account or have any other relationships. In addition, the Customer agrees that XPATE may make, directly or through any third party, any inquiries XPATE considers necessary to validate the information the Customer provided to XPATE, including checking commercial databases or credit reports. The Customer authorises XPATE to obtain one or more of its credit reports, from time to time, to establish, update, or renew the Customer's XPATE Account with XPATE or in the event of a dispute relating to this Agreement or the Services. The Customer agrees we may disclose certain information about your business to a credit reporting agency to obtain a credit report for these purposes.

3.10. XPATE reserves the right to, among other measures, unilaterally terminate this Agreement or suspend or terminate the provision of the Services to the Customer, including suspending or deactivating the Customer's XPATE Account with immediate effect, in the event we are unable to obtain or verify the Customer's information.

3.11. The Customer acknowledges that XPATE may occasionally restrict access to XPATE Portal, the Website to allow for repairs, maintenance or the introduction of new facilities or services.

4. Additional Customer Warranties

4.1. Customer warrants and represents that:

4.1.1. The Customer is a validly organised and validly existing company in good standing under the laws where the Customer's principal office is located and shall inform us immediately should this change;

4.1.2. Where it is a registered entity (in any form, e.g. Limited Company), the Customer will have and maintain at least 1 (one) director domiciled in the country of the Customer's incorporation and registered address;

4.1.3. it is not using the Services for Prohibited Activities or receiving funds in connection with any illegal, fraudulent, deceptive, or manipulative act or practice, and the Customer is not sending or receiving funds to or from an illegal source; and

4.1.4. The Customer and the Customer's directors, shareholders and ultimate beneficial owners are not listed on any sanctions list, including but not limited to the UK sanctions list, EU sanctions list, and U.S. Department of Treasury's Office of Foreign Asset Control SDN list, and the Customer undertake to inform us immediately should this change.

5. Communications between the Customer and XPATE

5.1. **How to contact us.** The Customer can contact us by email or web chat. Our contact details are available here.

5.2. The Customer agrees that XPATE may provide notice or other information to the Customer by:

5.2.1. posting it on XPATE's Website, including posting information only accessible by the Customer by logging into XPATE Portal;

5.2.2. emailing it to the Customer's email registered with us;

5.2.3. sending an SMS message.

5.3. The Customer must have internet access, an email account and an active mobile number to receive communications and information relating to the Services. Above mentioned access is completely under the Customer's responsibility.

5.4. Notice shall be considered to be received by the Customer within 24 (twenty-four) hours of the time it is posted to the XPATE website, emailed or sent by SMS to the Customer. If the notice is sent by mail, XPATE will consider it to have been received by the Customer 3 (Three) Business Days after it is sent to the address registered by the Customer.

5.5. Notices to XPATE made in connection with this Agreement must be delivered to XPATE's by email to: info@xpate.com.

5.6. Sections 5.1 to 5.5 do not apply to notices given in legal proceedings, arbitration or other dispute resolution proceedings.

5.7. The Customer may opt out of receiving some required disclosures through electronic communication by changing the settings in XPATE Portal.

5.8. **Language.** English shall be the language used for this Agreement and further communication between the Customer and XPATE.

5.9. XPATE reserves the right to, at its discretion, record or protocol all conversations, exchanges (including chats during the registration process), emails and meetings with the Customer. We may use such recordings or transcripts of such recordings as evidence vis-à-vis any party (including but not limited to regulatory authorities and courts of law) to whom XPATE deems it necessary to disclose such information in the course of any dispute or anticipated dispute. The Customer may, nonetheless, not rely on the availability of such recordings.

6. Changes to this Agreement

6.1. **XPATE may make changes to this Agreement at any time by giving two months' notice.** This notice will be provided in any of the channels described in section 5 on "Communications between the Customer and XPATE" and the Customer agrees that such notice shall be deemed a valid notification of any

changes to the Customer. Such changes or amendments shall become effective on the date specified in the notice unless the Customer terminates this Agreement immediately by following the steps in Section 12, Termination of the Services. After the notice period has passed, the Customer will be considered as having accepted the proposed changes, and they will apply to the Customer from the effective date specified on the notice.

6.2. **In some instances, we may change this Agreement immediately.** Notwithstanding section 6.1, changes to this Agreement which do not require two months' notice or are (1) more favourable to the Customer; (2) required by law; (3) related to the addition of a new service, extra functionality to the existing Service; or (4) changes which neither reduce the Customer's rights nor increase the Customer's responsibilities; will come into effect immediately if they are stated in the change notice. Changes to exchange rates shall come into effect immediately without notice, and the Customer shall not have the right to object to such a change.

6.3. The Customer undertakes to regularly review any of the channels described in section 5 on Communications between the Customer and XPATE where relevant information may be published.

Our Services

7. The XPATE Account

7.1. XPATE may issue the Customer an XPATE Account upon request after carrying out all relevant checks.

7.2. Depending on the Services agreed, the XPATE Account allows to hold, spend, send, and receive funds and convert currency. The Customer may hold funds in any currencies that we support from time to time.

7.3. The Customer acknowledges that:

- XPATE is not a credit institution (bank) and that the Customer's XPATE Account is not a bank account;
- XPATE does not act as trustee, fiduciary or escrow holder in respect of funds on the Customer XPATE Account;
- Funds held within XPATE will not earn any interest and XPATE does not pay interest on any balances in the Customer's XPATE Account; and,
- The Customer's funds held with XPATE are NOT insured by any deposit protection scheme, including the Financial Services Compensation Scheme (FSCS).

7.4. **Each Customer is only allowed to have one XPATE Account with XPATE.** If more than one XPATE Account is opened to the Customer, the Customer shall notify XPATE and expressly instruct and authorise XPATE to close one of the XPATE Accounts at our discretion and transfer all the funds to the other XPATE Account to keep only one XPATE Account at any time.

7.5. **Safeguarding.** XPATE safeguards funds received from or on behalf of the Customers in dedicated accounts maintained with licensed financial institutions in Latvia following the requirements under the Law on Payment Services and Electronic Money.

8. Using the XPATE Account

First steps

8.1. The Customer shall access his XPATE Account and perform any transaction by accessing XPATE Platform and entering the Credentials provided by XPATE. In case of any problems with login authorisation, the Customer shall request technical assistance by contacting XPATE.

8.2. **Transacting in your XPATE Account.** Anyone accessing the XPATE Account by entering Credentials shall be deemed to be the Customer, and all transactions or activities under the XPATE Account shall be deemed as transactions and activities carried out by the Customer without further clarification from XPATE. XPATE remains free to request additional identification elements at any time to verify the Customer's identity.

XPATE Payment Methods available

8.3. The number of XPATE Payment Methods made available to the Customer for adding, withdrawing, or transferring funds to or from the XPATE Account will depend on many factors, including the Customer's residence and verification status with us. XPATE does not guarantee the availability of any XPATE

Payment Method, and we may change or stop offering an XPATE Payment Method at any time without notice to the Customer.

8.4. The Customer understands, acknowledges, and accepts that, due to cross-border payment regulations in different regions and settlements, an FX difference between the processed amounts and settled amounts may occur, even if the transaction currency and XPATE Account currency are the same.

Adding funds to your XPATE Account

8.5. The Customer may add funds to their XPATE Account by using one of the XPATE Payment Methods available. The Customer authorises XPATE to obtain and receive funds on behalf of the Customer from the payment service provider chosen by the Customer, less any applicable Fees, and to add them to the Customer's XPATE Account.

8.6. We cannot be responsible for the time it takes for the money to be sent to us by the Customer's or a third party's bank or payment service provider.

8.7. **Chargebacks from the Customer's Payment Instrument.** If the Customer selected a Payment Instrument to add funds to the XPATE Account, which can be subject to chargeback, the Customer agrees that it will only exercise this chargeback right if:

8.7.1. XPATE have breached this Agreement; or

8.7.2. There was an unauthorised use of the Customer's payment instrument, meaning that the Customer did not execute or authorise the payment.

8.8. The Customer agrees that it will not exercise its chargeback right for any other reason. If we need to investigate or take any actions in connection with a chargeback caused by or related to the Customer, we may, without limiting any other remedies available to us, charge the Customer for our costs in doing so and may deduct those costs from the Customer's XPATE Account, limit or remove the Customer's access to our Services, or otherwise collecting the amount from the Customer. See What happens if the Customer owes money to XPATE in Section 17.3.

8.9. **Adding funds limits.** XPATE, upon its full discretion, may impose limits on the amounts of funds that the Customer may add to the XPATE Account, impose special requirements or refuse to accept funds for the XPATE Account from the Customer.

8.10. **Uncleared funds.** Certain Payment Instruments may entitle the Customer to have funds credited to the XPATE Account before XPATE receives the funds from the Customer's designated financial institution or payment service provider. Hereinafter, the funds credited to the Customer's XPATE Account and not yet received by XPATE will be referred to as "**Uncleared Funds**". If the Customer chooses to use any of such Payment Instruments, the Customer promises to have funds available in the Customer's financial institution account until we receive the cleared funds, which could take several days or longer. If Customer uses or spends Uncleared Funds, and for any reason, XPATE does not receive the Uncleared Funds amount after a reasonable time, XPATE may, without limits to other rights or remedies, deduct the Uncleared Funds amount from the Customer's XPATE Account, which could make the XPATE Account have a negative balance (see "Negative Balance" in section 8.22), obtain them from the Customer's financial institution or payment service provider, as applicable, or collect them from the Customer in other ways.

8.11. **Account Details.** XPATE may provide the Customer with local account details that the Customer or a third party can use to send money to the Customer's XPATE Account ("**Account Details**"). Account

Details are not a bank account number for a bank account held by the Customer. The Account Details that XPATE provides to the Customer are only a means to receive funds from third parties into a bank account held by XPATE and its Affiliates so that XPATE can credit the Customer's XPATE Account (regardless of currency).

8.12. XPATE may carry verification checks when the Customer requests Account Details in addition to the checks required to obtain an XPATE Account, and we may carry out further checks on an ad-hoc basis. From time to time, the Customer's Account Details may change. When this occurs, the Customer is responsible for updating third parties and other arrangements the Customer may have to receive funds from using the Customer's Account Details. XPATE is not responsible for issues that arise when Account Details are changed, and it is the Customer's responsibility to notify third parties that the Customer's Account Details have changed.

8.13. If the Customer provides its XPATE Account Details to a third party, the Customer agrees that it will not impose a surcharge or any other fee solely for accepting funds in that way.

8.14. **Funds received in the XPATE Account may be subject to reversal.** Funds added to the XPATE Account could be reversed or subject to a chargeback, which means that the amount will be deducted from the Customer's XPATE Account. If a reversal or chargeback causes the Customer to have a negative balance, the Customer will be immediately liable to XPATE for the negative balance plus any fees (for more information, see "Negative Balance" in section 8.22). The funds may be reversed or subject to a chargeback by the person paying the Customer the funds or the payment provider or by XPATE or may be liable to repayment to XPATE if, without limitation, we have reason to believe:

8.14.1. XPATE, or any other party, sent the funds to the Customer in error;

8.14.2. The fund transfer was unauthorised or fraudulently undertaken or induced;

8.14.3. The funds were received for activities that appear to have violated a law, this Agreement, the Additional Documents, or any other agreement between the Customer and XPATE;

8.14.4. The funds are, for any reason, reversed by the sender or a payment provider; or

8.14.5. Any other error which may result in the Customer's XPATE Account being credited in circumstances where the Customer is not the lawful recipient or lawfully entitled to retain the funds.

8.15. If the sender or any payment provider reverses any funds, the Customer agrees that XPATE may refund, deduct, or reverse the amount of the funds plus any fees from the Customer's XPATE Account.

8.16. **Chargeback from third parties.** If the Customer receives a debit or credit card-funded payment into the Customer's XPATE Account and the Customer (or a third party) pursues a chargeback for the transaction with the card issuer, then XPATE may apply a fee for facilitating the chargeback process and will remove the chargeback funds from the Customer's XPATE Account.

Withdrawing funds from your XPATE Account

8.17. **How to withdraw from the XPATE Account.** The Customer may withdraw funds using one of the XPATE Payment Method available to the Customer on the XPATE Account. The Customer authorises XPATE to withdraw funds via the chosen withdrawal method, less applicable fees, and to remit the funds back to the Customer.

8.18. **Withdrawal fees.** We may charge the Customer a fee for each withdrawal request. We will let the Customer know the exact amount when the Customer submits a request.

8.19. **The withdrawal account must be under the Customer's name.** XPATE may only withdraw Customer's funds into an account held in Customer's name at a financial institution.

8.20. **Withdrawal limits.** XPATE may place limits on the withdrawal amounts, impose special requirements, or delay or refuse the withdrawal of the Customer's funds. These limits, delays or refusals may occur because we must perform certain checks or until all requirements under the law are fully satisfied or due to reversed payments to the Customer's XPATE Account (for example, due to a chargeback). XPATE cannot be held responsible for any such delays or refusals.

Negative balance

8.21. **Negative Balance.** The Customer promises to always have a zero or positive balance in their XPATE Account and to repay XPATE if the balance is negative, including as a result of a chargeback, reversal, deduction of fees, any other reason described in this Agreement, or any other error or action.

8.22. Any negative balance on the Customer's account represents an amount owed by the Customer to XPATE that must be repaid immediately without any notice from us. Failure by Customer to re-pay the negative balance is a breach of this Agreement. XPATE may require and collect payment from the Customer to cover an outstanding negative balance of the XPATE Account at any time, send reminders or take other debt collection measures, including, but not limited to, mandating a debt collection agency or solicitors or pursuing a court claim. XPATE may also charge the Customer any costs that XPATE reasonably incurs in connection with these debt collection or enforcement efforts. For more information, see "What happens if the Customer owes money to XPATE" in section 17.3.

9. Transferring funds

9.1. **How to make a transfer.** The Customer doesn't need to have a XPATE Account to make a transfer. The Customer may set up transfers by entering the XPATE Portal and providing the funds for the transfer. The Customer may be presented with one or more Payment Methods (for example, a bank transfer or the XPATE Account balance – if applicable).

9.2. The Customer must provide information about the transfer. The purpose of the transfer shall conform with the specified nature of business disclosed by the Customer to XPATE.

9.3. The XPATE Portal will calculate and show the transfer fees once the Customer fills in all the information required for a transfer.

9.4. **Payment order limits.** We may limit the amount the Customer sends per transfer or the number of transfers. If we do, we will provide more information on limits on our Website or XPATE Portal.

9.5. **Completion time of a transfer.** The estimated completion time of a transfer will be provided to the Customer when setting up the transfer. We will use reasonable efforts to ensure that the funds arrive in the recipient's bank account or payment account within the notified timeframe provided to the Customer. We do not have any control over the time it may take for the recipient's bank or payment provider to credit and make available funds to the recipient.

9.6. **Delay in transfer.** We may delay processing a transfer in certain situations. This may happen if we need to confirm that the transaction has been authorised due to verification checks or due diligence reviews

or for reversed payments to the Customer's XPATE Account (e.g., as a result of a chargeback). XPATE is not responsible for such delays.

9.7. **Refusal.** If we are unable to complete the Customer's transfer, we will let the Customer know and, if possible, tell the Customer the reasons for the refusal and an explanation of how to correct any factual errors. However, we are not required to notify the Customer if such notification would be unlawful.

9.8. **The Customer must ensure the information provided to us is correct.** By making a transfer, the Customer expressly confirms that all the data entered is correct. The Customer shall bear full responsibility for any mistakes in the provided information.

9.9. **What happens if you provide us with incorrect information?** If the Customer has provided incorrect information to us, we may, but are not required to, assist the Customer in recovering the Customer's funds. We cannot guarantee that such efforts will be successful as they rely on other banks' and institutions' policies and practices. In addition, XPATE may not be able to confirm that the Customer's recipient's name and account number match, as the names and other information associated with third-party accounts may not be known to XPATE. This means that if the Customer provides an incorrect account number, the funds will most likely go to the wrong recipient.

9.10. **Finality.** When the Customer makes a transfer, the settlement and payout to the recipient are final and irrevocable unless otherwise provided in this Agreement or under applicable law.

10. Converting currency

10.1. **The Customer may convert funds in one currency to a different currency.** You may do so when setting up a transfer or in the XPATE Account. We will notify the Customer of the exchange rate offered by XPATE and our fees when the Customer initiates a currency conversion within the XPATE Portal. Once the Customer approves a currency conversion and provide the funds, we will apply the exchange rate and transfer the converted amount to the destination XPATE Account or recipient requested by the Customer.

10.2. **We reserve the right in our sole discretion to refuse any currency conversion order.** Reasons for refusal may include but are not limited to insufficient available funds or where we believe the Customer has violated this Agreement, including where we believe the Customer is or may be attempting to engage in currency trading or other trading for purposes not permitted by this Agreement. We will endeavour to notify you of any refusal, using the contact information provided to us, stating (where possible) the reasons for such refusal, and explaining how to correct any errors. However, we will not notify you if such notification may be unlawful.

10.3. **XPATE is not a currency trading platform.** The Customer agrees that it will not use the XPATE Account for seeking to profit from currency conversion or foreign exchange trading, or other types of speculative trading, or for speculative trading purposes, conversion arbitrage, conversion options or any other activity that XPATE determines is primarily for the purpose of gaining or making gains based on currency conversion rates. Accordingly, the Customer should not use our Services, including the XPATE Account, for this purpose, including creating multiple conversion orders without the intention of completing them. If we detect that the Customer is using our Services for this purpose, we may, at our sole discretion, set a limit on the number of conversion orders the Customer may create, cancel orders, set a limit on the amount of money the Customer can convert or transfer in one or more currencies or in the same currency, restrict the Customer's ability to access certain features or use our Services, or suspend or

close the Customer's XPATE Account. XPATE may also hold, cancel, or reverse any transaction we determine to violate this Agreement and disgorge your gains.

10.4. **Changes to exchange rate.** Changes to exchange rates shall come into effect immediately without notice, and the Customer shall not have the right to object to such a change.

11. Staying Safe while using our Services

11.1. We recommend using the Services to send money to trusted and verified businesses and third parties that are known to the Customer or that the Customer has already done business with. The Customer should not use the Service to send money to strangers.

11.2. **Statements.** All the history of transactions, including transferring funds, converting currency, or sending/ receiving/ withdrawing funds from the XPATE Account ("**transactions**") shall be recorded in the history section of the XPATE Portal and shall be available to the Customer and downloadable at any time free of charge, including the fees and statuses of the transactions as completed, cancelled, or pending. If the Customer's XPATE Account is closed for any reason, or the Customer have no access to XPATE Portal, the Customer may request statements of their transactions by reaching out to XPATE.

11.3. **The Customer must:**

11.3.1. Take all the measures necessary to keep the Credentials secret and fully confidential and protect it against misuse.

11.3.2. Immediately inform XPATE when the Customer suspects his Credentials or XPATE Account was compromised or obtained by a third party either by sending an email to XPATE or writing on our chat in the Website.

11.3.3. Check the XPATE Portal and the history of transactions regularly. XPATE relies on the Customer to regularly check the transactions history and the XPATE Account and to contact XPATE immediately in case the Customer has any questions or concerns.

11.3.4. Keep the Customer's email account secure. Let XPATE know immediately if the Customer's registered email account is compromised.

11.3.5. Update your device's browser to the latest version available.

11.3.6. Maintain your device's operating systems with regular security updates provided by the operating system provider.

11.3.7. Make sure every time the Customer enters the Credentials that it is only ever on our official Website. Emails and SMS messages sent by fraudsters may lead to fake login portals that could phish the Credentials. Similarly, criminals can place malicious adverts on search engines that lead to fake websites of trusted businesses, including XPATE.

11.4. **The Customer must not:**

11.4.1. Disclose the Credentials to anyone.

11.4.2. Let any third party access the XPATE Portal or watch the Customer access it, including letting someone else take remote control of the Customer's device(s).

11.4.3. Do anything which may in any way avoid or compromise the 2-step authentication process.

11.5. Additional Services the Customer uses may have additional security requirements, and the Customer must familiarise himself with those.

11.6. The Customer is responsible for configuring the Customer's information technology, computer programmes and platform in order to access our Services. We cannot guarantee that our Services will be free from bugs or viruses.

12. Termination of the Services

12.1. **The Customer may stop using the Services and close its XPATE Account by giving one-month prior notice to XPATE.** To do so, Customer must notify XPATE of Customer's decision to close Customer's profile or account. At Customer's request, XPATE may agree to close Customer's profile or account immediately, including when it does not agree with changes to this Agreement.

12.2. **To close the XPATE Account, the Customer should withdraw its funds within a reasonable time.** At the time of closure, if the Customer still has funds in the XPATE Account, the Customer must withdraw any remaining funds within a reasonable time by following the steps in "Withdrawing funds from your XPATE Account" in Section 8.18. After a reasonable period, the Customer will no longer have access to the XPATE Portal, but the Customer can still withdraw the funds by contacting XPATE. The Customer has the right to do this for 6 years from the date the XPATE Account is closed.

12.3. After the closure or deactivation of the XPATE Account, the Customer may be subject to additional checks before XPATE can return the funds to the Customer.

12.4. **When the Customer may not close the XPATE Account.** The Customer must not terminate the Services and close the XPATE Account:

12.4.1. To evade an investigation;

12.4.2. If the Customer has a pending transaction or an open dispute or claim;

12.4.3. If the Customer has a negative balance; or

12.4.4. If the Customer's XPATE Account is subject to a hold, limitation, or reserve.

12.5. If the Customer attempts to do this, XPATE may hold the Customer's funds for a period of time that is reasonably necessary to protect XPATE or a third party's interest.

12.6. **The Customer is responsible for the use of the Services, including the XPATE Account, after closure.** The Customer agrees that it will continue to be responsible for all obligations related to the XPATE Account and the use of our Services, even after it is closed or the Customer has stopped using our Services. For example, if the Customer has a negative balance with XPATE, the Customer will remain responsible for paying XPATE even after the XPATE Account is closed. For more information, see "What happens if the Customer owes money to XPATE" in section 17.3.

12.7. **XPATE may end this Agreement and close the Customer's XPATE Account.** XPATE may end this Agreement and terminate the Customer's XPATE Account or any Services by giving two months prior notice, where required. In certain cases, XPATE may suspend or terminate the Customer's XPATE Account or access to the Services immediately, including when:

12.7.1. xpate decides to permanently discontinue the provision of its services to all customers;

12.7.2. A change in law, regulation, or regulatory decision makes it illegal or impossible for xpate to continue providing services;

12.7.3. Continued provision of services would cause xpate to breach applicable laws, regulations, or compliance obligations;

12.7.4. A court order, government directive, or regulatory requirement mandates the termination of the services; and,

12.7.5. For the reasons under the "Restricted Activities" in section 14 below.

12.8. **If Customer does not access Customer's XPATE Account or perform any transactions for 9 (nine) months, XPATE will close it.** The Customer must withdraw the funds as per section 8.18 above. XPATE may attempt to remind the Customer using the last contact details the Customer gave XPATE to withdraw any funds in the Customer's account.

Customer Obligations

13. Fees

13.1. Customer shall pay to XPATE all applicable fees specified in the Order Form or as otherwise notified in writing in advance by XPATE for the Services. Our fees do not include any fees that the Customer's financial institution, the recipient's financial institution or other third parties may separately charge.

13.2. The Customer authorises XPATE to deduct from the XPATE Account at any time any fees due by the Customer, any applicable reversed or Chargeback amounts, or any other amounts the Customer owes XPATE.

13.3. **Change to the fees.** The fees applicable to the Customer may be subject to change as set out in section 6 "Changes to this Agreement".

13.4. **Taxes.** The Customer is responsible for any taxes which may be due as a result of using the Services, and it is the Customer's responsibility to collect, report and pay any such taxes to the appropriate authorities.

14. Restricted activities

14.1. Do not misuse our systems. The Customer must not misuse our systems by:

14.1.1. doing or attempting to tamper, hack, modify or otherwise corrupt the security or functionality of the Website or XPATE Portal;

14.1.2. Introducing viruses, trojans, worms, logic bombs or other materials which are malicious or technologically harmful;

14.1.3. Taking any action that imposes an unreasonable or disproportionately large load on our websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf, or attacking our Website or XPATE Portal with any type of denial-of-service attack;

14.1.4. Using an anonymising proxy, robot, spider, other automatic devices, or manual process to monitor or copy our websites without our prior written permission; or use any device, software, or routine to bypass our robot exclusion headers; or

14.1.5. Interfering or disrupting or attempting to interfere or to gain unauthorised access to XPATE Portal, our Website, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf, any of the Services or other users' use of any of the Services.

14.2. Do not misuse our Services. The Customer must not misuse our Services by:

14.2.1. Breaching this Agreement;

14.2.2. Violating any law, statute, or regulation (for example, those governing financial services, anti-money laundering, fraud, criminal activity, consumer protections, unfair competition, anti-discrimination or false advertising);

14.2.3. Infringing XPATE or any third party's Intellectual Property;

14.2.4. Selling counterfeit goods;

14.2.5. Acting in a manner that is defamatory, libellous, threatening or harassing;

14.2.6. Providing false, inaccurate, or misleading information or sending documents that XPATE reasonably believes to be fraudulent;

14.2.7. Failing to cooperate in an investigation or provide information as requested by XPATE, including to confirm Customer's or Customer representative's or beneficial owner's identity;

14.2.8. Attempt any action that might lead to unjust enrichment during a dispute, including attempting to "double dip" during a dispute or claim by receiving or attempting to receive funds from both XPATE and a third party (e.g. a client), bank or card issuer for the same transaction;

14.2.9. Sending or receiving what we reasonably believe to be potentially fraudulently gained funds;

14.2.10. Conducting business or using XPATE's Services in a manner that results in or may result in:

14.2.10.1. complaints to or about XPATE;

14.2.10.2. requests by third parties to invalidate payments made to the Customer;

14.2.10.3. fees, fines, penalties or other liability or losses to XPATE, other XPATE customers, third parties or the Customer;

14.2.11. Using our Services in a manner that XPATE, a card network or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules, including by abusing the card network's dispute resolution process;

14.2.12. Using our Services to obtain a cash advance from Customer's credit/debit card (or assist others to do so);

14.2.13. Allowing the Customer's XPATE Account to have a negative balance (See "Negative Balance" in section 8.22);

14.2.14. Attempting to make or accept payments to or from sanctioned countries or territories;

14.2.15. Sending unsolicited emails or similar methods of mass messaging (spam);

14.2.16. Putting XPATE in a position where XPATE might break applicable law if XPATE continues maintaining the Customer's account, including but not limited to accessing XPATE Services from a country where XPATE is not permitted to operate;

14.2.17. Taking any action that may cause XPATE to lose any of the services from our internet service providers, payment processors, or other suppliers or service providers;

14.2.18. Circumventing this Agreement or any Additional Document or XPATE policy or determinations about the Customer's XPATE Account (such as temporary or indefinite suspensions or other account holds, limitations or restrictions) including, but not limited to, engaging in the following actions: attempting to open new or additional account(s) when an account has a negative balance or has been restricted, suspended, or otherwise limited;

14.2.19. Opening new or additional profiles using information that does not belong to the Customer or using someone else's Credentials or XPATE Account without authorisation;

14.2.20. Continuing to use the XPATE Account or the Services after the Customer becomes insolvent or bankrupt, or the Customer's commercial activities are suspended or terminated; or

14.2.21. Harassing, being abusive towards or threatening our employees, agents, or other customers.

14.3. **The actions XPATE may take if the Customer engages in any restricted activity.** In case XPATE suspects or has reasonable grounds to believe that the activities in the precedent sections have occurred, XPATE may take several actions to protect XPATE, our customers and others at any time at our sole discretion. The actions XPATE may take include, but are not limited to, the following:

14.3.1. Terminating this Agreement and/or closing the Customer's XPATE Account and terminating the Customer's access to our Services, without notice, without penalty to XPATE;

14.3.2. Suspending the XPATE Account, during which time the XPATE Account remains open but is not able to be operated or may be subject to restrictions until we remove the suspension;

14.3.3. Limiting the Customer's access to our Website or XPATE's Portal (including any networks and servers used to provide any of the Services) operated by us or on our behalf, the Customer's XPATE Account or any of the Services, including limiting the Customer's ability to send funds with any of the XPATE Payment Methods available to the Customer's XPATE Account, or restricting the Customer's ability to send or receive funds or make withdrawals or currency conversions;

14.3.4. Reporting suspected breach of law, regulation, or criminal statute to the relevant law enforcement authorities or cooperating with those authorities, including by disclosing information about the Customer and the Customer's activities to them;

14.3.5. Deduct all the losses and costs resulting from Customer's performing restricted activities;

14.3.6. Holding or freezing the balance in the Customer's XPATE Account if reasonably needed to protect against the risk of liability or for regulatory or legal reasons;

14.3.7. Updating inaccurate information provided by the Customer; or

14.3.8. Taking legal action against the Customer, including seeking damages and reimbursement for losses and fees.

14.4. XPATE may also suspend the Customer's XPATE Account or access to the Services or Website or restrict its functionality if XPATE has reasonable concerns about:

- The security of the Customer's Credentials or the XPATE Account (e.g. XPATE suspect that any of the Credentials have been compromised);
- The credit or fraud risk to XPATE posed by the Customer's XPATE Account or activities;
- Suspected unauthorised or fraudulent use of Customer's Services or XPATE Account or that the XPATE Account or Services have been used in connection with unauthorised or unusual credit/debit card or bank account use, including without limitation, a notice of the same by Customer's bank or credit/debit card issuer; or
- Suspected violations of this Agreement and Additional Documents.

14.5. Unless informing Customer would compromise reasonable security measures or otherwise be unlawful, XPATE will, where practicable, notify Customer in advance or immediately afterwards of the closing, suspension, or restriction of Customer's XPATE Account or its functionality or Customer's use of the Services. If the reason for the suspension of Customer's account can be reasonably cured or remedied, XPATE will notify Customer of action to be taken to eliminate the reason and to restore the functionality of Customer's account.

14.6. **Court orders.** If XPATE is notified of a court order or other legal process (including garnishment or any equivalent process) affecting the Customer, or if XPATE otherwise believes is required to do so in order to comply with court order, applicable law or regulatory requirements, XPATE may be required to take certain actions, including holding payments to/from the Customer's XPATE Account, placing a reserve or limitation on the XPATE Account, or seizing the Customer's funds. XPATE will decide, in our sole discretion, which action is required of us. Unless the court order, applicable law, regulatory requirement, or other legal process requires otherwise, we will attempt to notify the Customer of these actions using the contact information that the Customer has provided to us. We do not have an obligation to contest or appeal any court order or legal process involving the Customer, the Customer's XPATE Account or use of our Services. When XPATE implements a hold, reserve, or limitation as a result of a court order, applicable law, regulatory requirement or other legal process, the hold, reserve or limitation may remain in place as long as reasonably necessary.

14.7. If XPATE closes Customer's account, XPATE will redeem any unrestricted or undisputed amount of funds in Customer's XPATE Account according to Section 8.18 – "Withdrawing funds from your XPATE Account" of this Agreement.

15. Confidentiality

15.1. Customer acknowledges and undertakes to maintain the confidentiality of information, including the confidentiality of technical and financial information, Customer receives while using or receiving XPATE Services about other business entities, users or XPATE, or XPATE's technology, and Customer undertakes to use this information only in connection with XPATE Services.

16. Privacy

16.1. XPATE processes Customer data in accordance with XPATE Privacy Policy.

16.2. The Customer shall have its own independently determined privacy policy, notices, and procedures for personal information Customer processes. In complying with the applicable data and privacy laws, Customer shall without limitation:

16.2.1. implement and maintain at all times all appropriate technical and organisational security measures in relation to the processing of personal information;

16.2.2. maintain a record of all activities on the processing of personal information carried out;

16.2.3. provide information as may be reasonably requested by XPATE to demonstrate compliance with obligations under the applicable data and privacy laws;

16.2.4. not knowingly do anything or permit anything to be done which might lead to a breach by XPATE of the data and privacy laws applicable to XPATE.

Other Legal Terms

17. Customer's Liability

17.1. Customer agrees to defend, indemnify, reimburse or compensate XPATE, and hold XPATE Corporate Group harmless from any claim, demand, expenses or costs (including reasonable legal cost, fines or penalties) that XPATE Corporate Group incur or suffer due to or arising out of Customer breach of this Agreement, breach of any applicable law or regulation or use of the Services. This provision shall survive the termination of the relationship between XPATE and the Customer. The Customer agrees that XPATE may deduct from any funds held by XPATE due to the Customer or the Customer's XPATE Account all the losses and expenses specified in this section 17, at XPATE's own discretion.

17.2. **Release.** If the Customer has a dispute with any other client of XPATE or a third party that the Customer sends funds to or receives funds from using the Services, the Customer releases XPATE Corporate Group from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. This means that the Customer must use caution when dealing with third parties using our Services or the XPATE Account. In entering into this release, the Customer expressly waives any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which the Customer may know or suspect to exist in the Customer's favour at the time of agreeing to this release.

17.3. **What happens if the Customer owes money to XPATE?** In the event that the Customer is liable for any amounts owed to XPATE for whatever reason, XPATE may immediately remove such amounts from any funds held by XPATE due to the Customer or the Customer XPATE Account. If there are insufficient funds to cover the Customer's liability, the Customer agrees to repay the outstanding amount to XPATE immediately on demand, along with any applicable fees and interest. In the event that the Customer does not repay the outstanding amount, then, without prejudice to any other rights XPATE may have, XPATE reserve the right to collect the Customer's debt to XPATE by using any payments received for our Services in the future (such as to add funds to the XPATE Account or from funds received in the Customer's XPATE Account), and otherwise, the Customer agrees to reimburse XPATE through other means. XPATE may also recover amounts the Customer owes XPATE through other collection avenues, including, without limitation, through the use of a debt collection agency. XPATE may recover all reasonable costs or expenses (including reasonable attorneys' fees and expenses) incurred in connection with the enforcement of this Agreement.

18. XPATE's Liability

18.1. **XPATE does not exclude or limit in any way our liability to the Customer where it is unlawful to do so.** This includes liability for death or personal injury due to our negligence or for fraud or fraudulent misrepresentation.

18.2. In no event shall XPATE Corporate Group or its agents, be liable to the Customer (whether in contract, tort – including, without limitation, negligence) for:

- any loss of profits, goodwill, business, reputation, revenue or business opportunities or similar;
- any loss or damage that is not foreseeable;
- any loss or damage arising from XPATE compliance with legal and regulatory requirements;

- any loss or damage caused by a virus, other technological issues or attacks or harmful material that may infect the Customer's computer equipment, computer programs, data or other proprietary material related to the Customer's use of the Services; or,
- any loss or damage whatsoever which does not stem directly from XPATE's breach of this Agreement.

18.3. **XPATE is not liable for things which are outside of our control.** XPATE Corporate Group cannot be liable for its inability to deliver or delay as a result of things that are beyond our control, such as fire, flood, or computer or communication failure.

18.4. **Disclaimer of Warranty.** XPATE provides services to the Customer without any warranty or condition, express or implied. The Services are provided "AS IS", "WHERE IS" and "WHERE AVAILABLE" and without any representation or warranty, whether express, implied, or statutory. XPATE disclaims all warranties with respect to the Services to the fullest extent permissible under applicable law, including the warranties of merchantability, fitness for a particular purpose, non-infringement and title.

18.5. **XPATE does not guarantee that the Services will always be available or uninterrupted.** XPATE may suspend, withdraw, discontinue or change all or part of our Services without notice. XPATE shall not be liable for any disruption or impairment of the Services or for disruptions or impairments of intermediary services on which XPATE rely for the performance of Customer obligations hereunder.

19. Intellectual Property

XPATE materials

19.1. All right, title and interest in and to any software (including without limitation the Website, API, developer tools, sample source code, and code libraries), data, materials, content and printed and electronic documentation (including any specifications and integration guides) developed, provided or made available by XPATE Corporate Group to the Customer, including content of the Website, and any and all technology and any content created or derived from any of the foregoing ("**XPATE Materials**") and XPATE's Services are the exclusive property of XPATE and its licensors. The XPATE Materials and Services are protected by Intellectual Property rights laws and treaties around the world. All such rights are reserved.

19.2. **How the Customer can use XPATE Materials.** While the Customer is using our Services, the Customer may use the XPATE Materials only for the Customer's personal use unless the Customer has received written permission from us and solely as necessary to enjoy our Services. Subject to the Customer's compliance with this Agreement and the Customer's payment of any applicable fees, XPATE grants the Customer (and its Authorised Users, where applicable) a revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free limited licence to access or make personal use of the XPATE Materials and Services. Any use of the XPATE Materials and Services not specifically permitted under this Agreement is strictly prohibited. Customer must comply with the implementation and use requirements contained in all documentation, together with any instructions provided by XPATE from time to time accompanying the XPATE Services (including, without limitation, any implementation and use requirements XPATE imposes on Customer to comply with applicable laws and card scheme rules and regulations). The licences granted by XPATE terminate if the Customer does not comply with this Agreement or any other service terms.

19.3. **When the Customer cannot use XPATE Materials.** Unless the Customer has received written permission from us, the Customer may not, and may not attempt to, directly or indirectly:

(a) use any of the XPATE Materials for any commercial purpose or otherwise infringe our Intellectual Property rights;

(b) transfer, sublicense, loan, sell, assign, lease, rent, distribute or grant rights in the Services or the XPATE Materials to any person or entity;

(c) remove, obscure, or alter any notice of any of our trademarks, or other Intellectual Property appearing on or contained within the Services or on any XPATE Materials;

(d) modify, copy, tamper with or otherwise create derivative works of any software included in the XPATE Materials; or

(e) reverse engineer, disassemble, or decompile the XPATE Materials or the Services or apply any other process or procedure to derive the source code of any software included in the XPATE Materials or as part of the Services.

19.4. **XPATE Trademarks.** "XPATE", "xpate" and any other business and service names, logos, signs, graphics, page headers, button icons, or scripts (each as might be amended from time to time) are all registered or unregistered trademarks or trade dress of XPATE or XPATE's licensors in the relevant jurisdictions ("**XPATE Trademarks**"). The Customer may not copy, imitate, modify or use XPATE Trademarks without our prior written consent. The Customer may use logos provided by us for the purpose of directing web traffic to the Services. The Customer may not alter, modify or change these logos in any way, use them in a manner that mischaracterizes XPATE or the Services or display them in any manner that implies XPATE's sponsorship or endorsement. Further, the Customer may not use XPATE Trademarks and trade dress in connection with any product or service that is not XPATE's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits XPATE.

19.5. All other trademarks, registered trademarks, product names and company names or logos not owned by XPATE that appear in XPATE Materials or in the Services are or may be the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by XPATE, and may not be used without permission of the applicable rights holder.

Third-Party Materials

19.6. Certain Websites or XPATE Portal may contain or provide the Customer access to information, products, services and other materials by third parties ("**Third Party Materials**") or allow for the routing or transmission of such Third-Party Materials, including via links.

19.7. XPATE neither controls nor endorses, nor is responsible for, any Third-Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third-Party Materials, or any Intellectual Property rights therein. Certain Third-Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in this Agreement shall be deemed to be a representation or warranty by XPATE with respect to any Third-Party Materials. XPATE has no obligation to monitor Third Party Materials, and XPATE may block or disable access to any Third-Party Materials (in whole or part) through the Website or XPATE Portal at any time. In addition, the availability of any Third-Party Materials through the Website or XPATE Portal does not imply XPATE's endorsement of, or XPATE's affiliation with, any provider of such Third-Party Materials, nor does such availability create any legal relationship between the Customer and any such provider.

19.8. The Customer use of Third-Party Materials is at the Customer's own risk and is subject to any additional terms, conditions and policies applicable to such Third-Party Materials (such as terms of service or privacy policies of the providers of such Third-Party Materials).

20. Other important terms

Complaints

20.1. The Customer may raise any complaint relating to the Services provided under this Agreement with XPATE by contacting us. The Customer and XPATE shall make reasonable endeavours to amicably resolve any dispute in good faith and in a constructive manner.

20.2. If you are not satisfied with our response to your complaint, you have the following rights:

20.2.1. If you are a natural person not using the Services for economic or professional activity, you may submit a complaint to the Latvian Consumer Rights Protection Centre. You can see more information here;

20.2.2. To complain before the Bank of Latvia;

20.2.3. You may go to court. See section "Governing Law" below.

Third party rights

20.3. No term of this Agreement is intended to confer a benefit on or to be enforceable by any person who is not a party to this Agreement. Neither XPATE nor the Customer will need to get the agreement of any other person in order to end or make any changes to this Agreement.

Waiver of rights

20.4. The rights and remedies contained in this Agreement shall be cumulative and not exclusive of any rights or remedies provided by law. No delay or omission of XPATE in exercising any right, power or remedy provided by law or under this Agreement, or partial or defective exercise thereof, shall:

20.4.1. impair or prevent any further or other exercises of such right, power or remedy; or

20.4.2. operate as a waiver of such right, power or remedy;

20.5. No waiver of a breach of all or part of this Agreement shall (unless expressly agreed in writing by the waiving party) be construed as a waiver of any future breach of the same or as authorising a continuation of a particular breach.

Assignment

20.6. The Customer may not transfer, assign, mortgage, charge, subcontract, declare a trust over or deal in any other manner with this Agreement or any or all of their rights or obligations under this Agreement nor any part of it (including the XPATE Account), without the prior written consent of XPATE. XPATE reserves the right to assign, transfer or novate this Agreement at any time without the consent or approval of the Customer. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

Force majeure

20.7. No failure or omission by XPATE to carry out its obligations or observe any of the stipulations or conditions of this Agreement shall give rise to any claims against XPATE or be deemed a breach of this

Agreement if such failure or omission arises from a cause of force majeure, such as acts of God, war or warlike hostilities, strikes, non-performance of vendors or suppliers, telecommunications utility failures or equipment failures, fires or acts of nature or any other event beyond the control of XPATE.

Severability

20.8. Each of the paragraphs of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

Entire Agreement

20.9. This Agreement, the Additional Documents, and the relevant Order Form or any additional terms and conditions per clause 1.6, if applicable, supersedes and extinguishes all previous agreements between the Customer and XPATE, whether written or oral, relating to its subject matter.

Governing Law

20.10. This Agreement is governed by the laws of Latvia. Unless otherwise provided in this Agreement, the courts of Riga, Latvia shall have exclusive jurisdiction to resolve any disputes or claims between the Customer and XPATE arising out of or in connection with the Services and/ or this Agreement.