



Wayra Pay Terms & Conditions and Privacy Policy

This user agreement will be effective for all users as of September 2021.

This user agreement is a contract between (hereinafter the “**Agreement**”) the subscriber (hereinafter the “**Subscriber**”) and **Wayra Pay** (hereinafter the “**Company**”), governing the use of the website Wayra Pay (hereinafter the “**Website**”), the account that you create at the Website (the “**Account**”), the Company services (the “**Services**”) and products, services or any other feature, technology or functionality provided by **JPC Solutions SRL** through the website **www.jpc.fi.cr** or by any other means.. Whether the subscriber is an individual or business company, the subscriber must NOT be organized in, operating in, or be a resident of, the United States of America or one of its territories in order to open an Account.

The Company is committed with international laws, practices and procedures that aim to prevent and fight corruption, bribery and money laundering, understood as the attempt of disguise illegally obtained funds as legitimate income. By agreeing to these terms and conditions, you accept and commit yourself to comply at all times with all the applicable laws of your country of residence or the place where you use the Website and Services, specially those referred to anticorruption, anti-money laundering and bribery . The following links are examples of the laws you might be subject to while using our services:

For Costa Rica: Ley Número 7786. Ley sobre estupefacientes, sustancias psicotrópicas, drogas de uso No Autorizado, actividades Conexas, legitimación de capitales y financiamiento al terrorismo. Law Number 7786 “Narcotics, psychotropic substances, drugs of unauthorized use, related activities, money laundering and financing of terrorism Law.”

Wayra Pay account and use the Wayra Pay services

By opening and using an Account, you agree to follow and comply with all the terms and conditions in this Agreement that apply to you:

Please read carefully all the terms and conditions of this Agreement, terms of policies and each of the other agreements that apply to your situation.

We may update and amend this Agreement and any of the policies listed above from time to time. The updated version will be effective at the time we post it, unless otherwise noted. If our changes reduce your rights or increase your responsibilities, we will post a notice on the Policy Updates page of the Website and provide you with at least twenty-one (21) days advance notice for personal accounts and at least five (5) days advance notice for business accounts. By continuing to use our Services after any changes to this user agreement, you agree to abide and be bound by those changes. If you do not agree with any changes or amendments to this user agreement, you are entitled to close your Account.

Opening a Wayra Pay account

We offer two types of Wayra Pay accounts: Personal Wayra Pay accounts (hereinafter the “**Personal Account**”) and Business Wayra Pay accounts (hereinafter the “**Business Account**”), both covered by this Agreement. All Wayra Pay accounts allow you to do things like:

- Send and receive money.
- Purchase things online, using mobile devices or in stores.
- Make payments using your credit card, debit card, bank account, or other payment options, including funds held as balance in a Business Account (if we have verified the mandatory identification information required to confirm the identifying information you provided to us) or funds held in an Account linked to an electronic Account if you choose to open a Wayra Pay Fiat account (hereinafter “Fiat Account”) or a Business Account.
- Accept credit card, debit card, bank account, Fiat Account and other payment methods from third parties.

You are responsible for maintaining adequate security and control of all identification information and documents, passwords, personal identification numbers, or any other codes that you might use to log into your Account and have access to the Services. You must keep your mailing address, email address and other contact information current and up to date in your Account profile.

Personal Wayra Pay accounts

If you primarily need to make purchases and send money to family and friends, a Personal Account is probably the best fit for you. With a Personal Account you can do things like:

- Send and request money from friends and family.
- Buy goods and services.

You can also use a Personal Account to receive money for the sale of goods and services and hold that money in a linked Fiat Account or Fiat Account or transfer it to a linked bank account or debit card if you do not open a Fiat Account, but if you plan to use your Personal Account primarily to sell things, you should open a Business Account. You can also convert your Personal Account to a Business Account when circumstances change.

Business Wayra Pay accounts

We recommend Business Accounts for people and organizations that primarily use the Website to sell goods or provide services or accept donations, even if your business is not incorporated. With a Business Account, you can do things like:

- Use a company or business name as the name on your Business Account.
- Allow employees access to some of the features of your Business Account.
- Sign up for the Website products that meet your business needs.

Business Accounts may be subject to fees that differ from the fees applicable to Personal Accounts.

By opening a Business Account or converting a Personal Account to a Business Account, you certify to the Company that you are using it primarily for a business or commercial purpose.

You also consent the Company obtaining your personal and/or business credit report from a credit reporting agency before authorizing your account and whenever we reasonably believe there may be an increased level of risk associated with your Business Account.

Commercial entity status

If the Company ascertains that the activity through your Business Account has reached certain thresholds or involves certain business segments or activities, you are required by the card networks to agree to a Commercial Entity Agreement (hereinafter the “Commercial Agreement”) in order to allow you to continue accepting Visa or MasterCard payments. These thresholds, segments and activities can be updated and amended from time to time, so we advise you to check for the latest version.

Closing your Wayra Pay account

You may close your Account and terminate your relationship with the Company at any time without any cost, but you will remain liable for all obligations related to your Account even after the Account is closed. When you close your Account, we will cancel any scheduled or incomplete transactions. If you have a Fiat Account linked to a Personal Account, you must withdraw or transfer any funds held in your Fiat Account before closing your Personal Account and closing a Personal Account will result in the Website automatically closing any linked Fiat Account. If you have a Business Account, you must withdraw or transfer any balance from your Business Account before closing it, and if you have not provided the required identifying information to us, or if we are unable to verify the required identifying information you provide, you must transfer any balance in your Business Account to a linked bank account or debit card. You cannot withdraw or transfer digital gift certificates/cards that are purchased through the Website digital gifts section and that were linked to your Account as payment methods. However, even without your Account, you can still use the codes you received by email when you purchased the gift certificates/cards to make purchases. In certain cases, you may not close your Account, including:

- To evade an investigation.
- If you have a pending transaction or an open dispute or claim.
- If your Account has a negative balance.
- If your Account is subject to a hold, limitation or reserve.

Link or unlink a payment method

You can link or unlink certain payment methods such as a credit card, debit card or an Account debit to your Account. You can also link a Fiat Account to your Personal Account as a payment method and unlink the Fiat Account by withdrawing all funds and closing it. Please keep your payment method information current (e.g. credit card number and expiration date). If this information changes, we may update it using information provided by you or using third-party sources available to us with your authorization. Your authorization will be provided tacitly: You will receive a notice of the updated card information that has occurred in your account. If you take no action, we understand, and you acknowledge that you have authorized the new card information provided by you or by third party sources we might have access to. If you do not want us to update your card information, you may remove your payment method from your Account in five (5) business after the notification, otherwise, you confirm that you are agree with the update. If we update your payment method, we will keep any preference setting

attached to such payment method. You may choose to confirm your card, so that we can verify that the card is valid and that you are the card owner. To do this, we will hold an amount of one dollar and ninety five cents (USD\$1.95) to the card. After the card is confirmed, we will immediately refund this amount to the card.

Receiving funds, holding a balance or transferring funds

Personal Wayra Pay accounts

Money sent to your Personal Account cannot be held as a balance in your Personal Account. When you receive money to your Personal Account, you can:

- Transfer the money via a standard transfer to your bank account linked to your Personal Account for free.
- Transfer the money via an instant transfer to an eligible debit card linked to your Personal Account, subject to the fees applicable to such transfers that can be found on the Fees for Transferring Funds at the Website (for Personal Accounts) table and that will be disclosed to you in advance each time you initiate such a withdrawal.
- Open a Fiat Account to hold the money as a balance in your Fiat Account for purchases or to transfer funds to friends and family members. A Fiat Account is a separate account from your Personal Account. If you open a Fiat Account, we will automatically link your Fiat Account to your Personal Account. More information about Fiat Accounts can be found in the the Website “Wayra Pay Fiat and Wayra Pay Fiat Plus Account Terms and Conditions”.

You also cannot transfer money to your Personal Account to be held as a balance in your Personal Account. You will need to open a Fiat Account to hold the money as a balance in your Fiat Account, which can be used for purchases or to transfer funds to friends and family members.

The Company is not a bank. You will not receive any interest on the funds held on your Account. The Company combines your Account funds (hereinafter the “**Funds**”) with the Funds of other Website users and invests those Funds in liquid investments in accordance with money transmitter laws. These pooled amounts are held apart from the Company corporate funds, and the Company will neither use these Funds for its operating expenses or any other corporate purposes nor will it voluntarily make these Funds available to its creditors in the event of bankruptcy.

Business Wayra Pay accounts

Money sent to a Business Account can be held directly as balance in the Business Account. The balance functionality in your Business Account will differ depending on whether we have been able to verify the required identifying information that you provide to us.

The required identifying information is:

- For sole proprietorships: name, physical address, date of birth and identification number; or

- For other types of business legal entities: business name, business address, taxpayer identification number, and proof of business existence.

If we have not verified the required identifying information, a balance in your Business Account can only be held in your Business Account and transferred to a linked bank account or debit card. Your balance may also be used to fund payments or money owed to the Company, such as payments on your Wayra Pay Working Capital account or money owed for refunds or chargebacks.

If we have verified the required identifying information, a balance can be held in your Business Account, transferred to a linked bank account or debit card, used to make purchases or send money to others.

If you have a Business Account and we have verified the required identifying information that you have provided to us, you may transfer money to the balance of your Business Account from any bank account linked to your Business Account by requesting an electronic transfer from your bank account.

If we have not verified the required identifying information that you have provided to us, you cannot add funds to your balance in a Business Account.

You can withdraw balance from your Business Account by:

- transferring it via a standard transfer to a bank account linked to your Business Account,
- transferring it via an Instant Transfer to an eligible debit card or bank account linked to your Business Account, subject to the fees applicable to such transfers that can be found on the Fees for Transferring Balance (for Business Accounts) table and that will be disclosed to you in advance each time you initiate such a withdrawal,
- withdrawing it from an ATM (automated teller machine) if you have a Wayra Pay-branded debit card (fees may apply).

The Company is not a bank. You will not receive any interest on the Funds held on your Account. These pooled amounts are held apart from the Company corporate funds, and the Company will neither use these Funds for its operating expenses or any other corporate purposes nor will it voluntarily make these Funds available to its creditors in the event of bankruptcy.

Retrictions on transfers or withdrawals from Wayra Pay accounts

To protect the Company and the users from loss, we may delay a withdrawal, in certain situations, including if we need to confirm that you have authorized the withdrawal or if other payments to your Account have been subject to a reversal (for example, as a result of a chargeback, bank reversal or dispute). If we place a limitation on your Account, a payment is subject to a hold, or your Account or an associated account has a negative balance in any currency while a withdrawal from your Account is pending, you will have to reinitiate the withdrawal once the limitation or hold has been lifted, or negative balance is fully paid off. We may set limits on your withdrawals, and you can view any withdrawal limit by logging into your Account. Completing two out of three of the following steps can help us verify your Account, which may allow us to remove any withdrawal cap:

- Verifying your bank account.

- Linking and confirming your credit or debit card information.
- Providing your identification number.

Managing your money in multiple currencies

Holding currency other than U.S. dollars

Your balance in your Business Account, if you have one, may be held in currencies other than U.S. dollars. If you hold a balance in your Business Account or in your Fiat Account:

- We may allow you to convert the funds to balance in another currency. If you convert funds in your Account, Wayra Pay' transaction exchange rate (including our currency conversion spread) (hereinafter the "**Exchange Rate**") will be used. We may, at our discretion, impose limits on the amount of money you can convert or the number of conversions you can perform.

To receive money in a currency your Account is not currently configured to accept, it may be necessary to create a balance in your Business Account or in your Fiat Account in that currency or convert the money into another currency. Certain 6 currencies can only be received by converting the money into another currency that the Website allows you to hold. If the money is converted, the Exchange Rate will be used.

You are responsible for all risks associated with maintaining multiple currencies in a Fiat Account or Business Account. You may not manage or convert multiple currencies for speculative trading purposes, conversion arbitrage, conversion options, or any other activity that the Company determines is primarily for the purpose of gaining or making money based on currency conversion rates. The Company may hold, cancel, or reverse any transaction we determine to violate this Agreement and its policies.

How we convert currency

If the Website converts currency, it will be completed at the transaction Exchange Rate we set for the relevant currency exchange. The transaction exchange rate is adjusted regularly and includes a currency conversion spread (described below) applied and retained by the Company on a base exchange rate to form the rate applicable to your conversion. The base exchange rate is based on rates within the wholesale currency markets on the conversion day or the prior Business Day; or, if required by law or regulation, set at the relevant government reference rate(s). For some uses of your Account, the Company may determine currency conversion is necessary. For any of the following transactions that involve a currency conversion, the currency conversion spread is on average three-point seventy-five percent (3.75%) or such other amount as may be disclosed to you during the transaction:

- Paying for goods or services in a currency other than the currency the goods or services are listed in.
- Sending money to a friend or family member such that they receive a different currency from the currency you pay in.
- Sending money using Wayra Pay' Payouts or products such that your recipients receive a different currency from the currency you pay in.

For all other transactions involving a currency conversion, the currency conversion spread is on average three percent (3.0%) or such other amount as may be disclosed to you during the transaction.

Currency conversion choices

When your payment is funded by a debit or credit card and the Company platform determines a currency conversion is necessary, you consent to and authorize the Company to convert the currency in place of your debit or credit card issuer. You may have the right to have your card issuer perform the currency conversion, if applicable for that card issuer and network. Currency preference selections may be presented to you in various forms, including a choice of which currency is used for the transaction, whether the Company or your card issuer performs the conversion, or which conversion rate is used for the transaction, and may be made available individually for each card and for each automatic payment agreement. If your card issuer converts the currency, your card issuer will determine the currency conversion rate and what fees they may charge. The Company will always perform the conversion for transactions where your Fiat Account balance, Business Account balance or linked bank account is the payment method.

Account statements

You have the right to receive an account statement showing your Account activity. You may view your Account statement by logging into your Website Account. If you have a Fiat Account linked to your Personal Account, you will receive two statements: one showing all transactions in your Personal Account and an additional statement showing only transactions involving your Fiat Account.

Sending money to a friend or family member

Sending money

You can send money to a friend or family member using the send money feature in your Account (sometimes called “personal payments” or “peer-to-peer/P2P payments”). You can send money to a friend or family member even if they don’t have an Account at the time, you send them money, using their email address or mobile number in any currency that the Website supports, and you can choose which payment method you want to use. If the person to whom you are sending money does not have an Account, they can claim it by opening an Account. If they don’t claim it, it will be refunded to you.

We may, at our discretion, impose limits on the amount of money you can send, including money you send for purchases. You can view any sending limit by logging into your Account on the Website.

When you send money to a friend or family member who has an Account, one of two things may happen: they may accept or decline the money. If they decline to accept the money, the money (including any fees you were charged) will be refunded to:

- The original payment method you used for the transaction, if you used a credit card, debit card, Account credit, a Fiat Account, or balance in a Business Account as the payment method, or
- The balance in your Business Account or the balance in your Fiat Account linked to your Personal Account if you used a bank account as the payment method and we cannot refund it to your bank account.
- If you do not have a Fiat Account linked to your Personal Account, the money will be waiting for you to claim by using one of the available transfer methods under Receiving Funds, holding a Balance or Transferring Funds for Personal Accounts.

Fee for sending money to friends and family

The fees applicable to sending money can be found on our Fees for Sending Money to Friends and Family page and will be disclosed to you in advance each time you initiate a transaction to send money to a friend or family member. If you convert money in your Fiat Account balance or in your Business Account balance from one currency to another before sending money, the Exchange Rate will be used. If you use your credit card as the payment method when sending money, you may also be charged a Fiat-advance fee by your card issuer.

If you send money to a friend or family member from a third party (non-Wayra Pay) website or by using a third party's product or service, then the third party will determine if the sender or recipient pays the fee. This will be disclosed to you by the third party before the payment is initiated.

You can also use the send money feature in your Account to pay for goods or services. You will not be charged any transaction fee for sending money to purchase goods or services if you choose the "send money to pay for goods and services" feature in your Account. In that case, the seller will pay a fee. You must not use the "send money to a friend or family member" feature in your Account when you are paying for goods or services.

Fees

When transacting through a website platform you may pay a fee to Wayra Pay. Such a fee will be fully disclosed. If the Company performs a currency conversion for your purchase, the Exchange Rate will be used. Your debit or credit card issuer may also charge you a separate fee for transactions. 8 In addition, you may be required to pay a fee to the Company if you are making a purchase using Wayra Pay Business Payments (hereinafter the "**Business Payments**") and the seller discloses to you that you, as the buyer, must pay the fee.

Payment review

When the Company identifies a potentially high-risk transaction, we review the transaction more closely before allowing it to proceed. When this happens, the Website will place a hold on the transaction and notify the user. As a buyer, this may delay your receipt of the item you purchased. If we clear the transaction, we will proceed as usual. If we don't clear the transaction, we will cancel it and return the funds to you, unless we are legally required to take other action.

Sending money to friends and family

When you send money to friends and family using balance in your Fiat Account linked to your Personal Account, the balance in your Business Account, or your bank account, should reflect any fees, so we always show you these payment options first, even if you have a set preferred payment method for your online purchases. Remember, you always have the choice to select any payment method in your Account. If you select a payment method with a fee, we will always show you the fee before you send money

Bank account transfers

When you use your bank account as a payment method, you are allowing the Company to initiate a transfer from your bank account to the recipient. For these transactions, the Company through its Website will make electronic transfers from your bank account in the amount you specify. You authorize the Company to try this transfer again if the initial transfer is rejected by your bank for any reason.

If you use your Account to pay for an item and you select your bank account as the funding method for the transaction, remember that your Account is issued to you by the Website platform and not your bank. The terms, benefits, and protections associated with your Account may vary from those that apply to your bank account. If you use your Account to make a purchase that exceeds the balance in your linked bank account, you could incur overdraft fees, even if you chose not to allow overdrafts with your bank. Similarly, the liability limits applicable to your Account may differ from those applicable to your bank account.

Pay with rewards

The Website may allow you to redeem rewards associated with your eligible card(s) when making a purchase with your Account through Wayra Pay' Pay with Rewards (hereinafter "**Pay with Rewards**") program.

Debit card processing

The Website platform will process your debit or prepaid card funded transactions through either the ATM debit network or the Visa or MasterCard network.

Dispute with us or your card issuer

If you used a debit or credit card as the payment method for a transaction through your Account and you are dissatisfied with the transaction, you may be entitled to dispute the transaction with your card issuer.

If you choose to dispute a transaction with the Company and we decide against you, you can seek to pursue the dispute with your card issuer later. If the Company does not make a final decision on your claim until after your card issuer's deadline for filing a dispute, and because of our delay you recover less than the full amount you would have been entitled to recover from the card issuer, we will reimburse you for the remainder of your loss (minus any amount you have already recovered from the seller or your card issuer).

Selling and accepting payments

Receiving personal payments

If you use your Account to receive payments for the sale of goods or services or accept donations, you must:

- Pay any applicable fees for receiving the funds.
- Not ask your buyer to send you money using the “send money to a friend or family member.” If you do so, the Company may remove your Account’s ability to accept payments from friends or family members.

By integrating into your online checkout/platform any functionality intended to enable a payer without an Account to send a payment to your Account, you agree to all further terms of use of that functionality which the Company will make available to you on any page on the Website or Braintree website (including any page for developers and our Legal Agreements page) or online platform. Such further terms include the *Wayra Pay Alternative Payment Methods Agreement*.

Taxes and information reporting

Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, “**Taxes**”). It is your responsibility to determine what, if any, Taxes apply to the payments you make or receive, and it is solely your responsibility to assess, collect, report and remit the correct Taxes to the appropriate authority. The Company is not responsible for determining whether any Taxes apply to your transaction, or for calculating, collecting, reporting or remitting taxes arising from any transaction.

Payment review

The Company reviews certain potentially high-risk transactions. If the Company determines, in its sole discretion, that a transaction is high-risk, we place a hold on the payment and provide notice to you to delay shipping of the item. The Company will conduct a review and either complete or cancel the payment. If the payment is completed, the Website will provide notice to you to ship the item. Otherwise, the Website platform will cancel the payment and the funds will be returned to the buyer, unless we are legally required to take other action. All payments that complete this payment review will be eligible for Wayra Pay’ Seller Protection Program (hereinafter the “**Seller Protection Program**”) if they meet the requirements for such coverage. We will notify you about payment reviews by email and/or through your Account.

Standard transaction fees

The fees you pay when using our services with the Account (or using another authorized wallet) can be found on the Standard Transaction Fees table, in the case of fees applicable to charitable organizations, those can be found on the Standard Transaction Fees for Charitable Organizations table. Please note that:

- We may adjust the fees applicable to future transactions that you process using the Website. We will provide you at least twenty-one (21) days’ advance notice for

Personal Accounts and at least five (5) days' advance notice for Business Accounts of any fee increase or the introduction of a new type of fee.

- If you refund a transaction to a buyer or a donation to a donor, there are no fees to make the refund, but the fees you originally paid as the seller are not returned.
- If you accept payments using a website product (like Wayra Pay Here or Wayra Pay Payments Pro), the fees applicable to those products will apply to your transactions.

Your responsibility to notify Wayra Pay of pricing or fee errors

Once you have access to any account statement(s) or other account activity information made available to you by the Company with respect to your business account(s), you will have ninety (90) days to notify the Company in writing of any errors or discrepancies with respect to the pricing or other fees applied by the Company. If you do not notify the Company within such timeframe, you accept such information as accurate, and the Company shall have no obligation to make any corrections. For the purposes of this provision, such pricing or fee errors or discrepancies are different than Unauthorized Transactions and other electronic transfer errors which are each subject to different notification timeframes as set forth herein.

Chargeback fees

The applicable chargeback fee will be deducted from your Account. The chargeback fee is thirty-five to fifty dollars (USD\$35-50) for transactions in U.S. Dollars, or the amount specified on the Chargeback Fees table in the currency of the original transaction.

Restricted activities

In connection with the use of our websites, your Account, the Services, or during your interactions with the Company, other Company's customers, or third parties, you must **NOT**:

- Be a U.S citizen or Resident.
- Breach this Agreement or any other agreement between you and the Company.
- Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising).
- Infringe the Company or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy.
- Sell counterfeit goods.
- Act in a manner that is defamatory, trade libelous, threatening or harassing.
- Provide false, inaccurate or misleading information.
- Send or receive what the Company reasonably believe to be potentially fraudulent funds.
- Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to the Company.
- Attempt to double dip during a dispute by receiving or attempting to receive funds from both the Company and the seller, bank or card issuer for the same transaction.
- Control an account that is linked to another account that has engaged in any of these restricted activities.
- Conduct your business or use the Services in a manner that results in or may result in:
 - complaints.

- requests by buyers (either filed with us or card issuers) to invalidate payments made by you.
- o fees, fines, penalties or other liability or losses to the Company, other Company's customers, third parties or yourself.
- Use your Account or the Services in a manner that the Company, Visa, MasterCard, American Express, Discover 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.
- Allow your Account to have a negative balance.
- Access the Services from a country that is not included on the Company's permitted countries list;
- Take 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 the Company or on our behalf or the Services.
- Facilitate any viruses, trojan horses, malware, worms or other computer programming routines that attempts to or may damage, disrupt, corrupt, misuse, detrimentally interfere with, surreptitiously intercept or expropriate, or gain unauthorized access to any system, data, information or the Services. 11
- Use an anonymizing proxy; use any robot, spider, other automatic device, 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.
- Interfere or disrupt or attempt to interfere with or disrupt our websites, 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.
- Take any action that may cause us to lose any of the services from our internet service providers, payment processors, or other suppliers or service providers.
- Use the Services to test credit card behaviors.
- Circumvent any of the Company's policies or determinations about your 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; opening new or additional Account(s) using information that is not your own (e.g. name, address, email address, etc.); or using someone else's Account; or
- Harass and/or threaten Company's employees, agents, or other users.

Actions we may take if you engage in any restricted activities

If the Company believes that you have engaged in any of these activities, we may take several actions to protect the Company, its customers and others at any time at our sole discretion.

The actions we may take include, but are not limited to, the following:

- Terminate this Agreement, limit your Account (and any linked Fiat Account), and/or close or suspend your Account (and any linked Fiat Account), immediately and without penalty to us.
- Refuse to provide the Services to you in the future.

- Limit your access to our websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf, your Account or any of the Services, including limiting your ability to pay or send money with any of the payment methods linked to your Account, restricting your ability to send money or make withdrawals.
- Hold the balance in your Fiat Account, the balance in your Business Account, or any money waiting to be claimed through your Personal Account if you do not have a Fiat Account linked to your Personal Account, for up to one hundred and eighty (180) days if reasonably needed to protect against the risk of liability or if you have violated our Acceptable Use Policy;
- Suspend your eligibility for Wayra Pay' Purchase Protection program and/or Wayra Pay' Seller Protection program.
- Contact buyers who have purchased goods or services from you using the Website platform, your bank or credit card issuer, other impacted third parties or law enforcement about your actions.
- Update inaccurate information you provided to us.
- Take legal action against you.
- If you have violated our Acceptable Use Policy, then you're also responsible for damages to the Company caused by your violation of this policy; or
- If you are a seller and you violate the Acceptable Use Policy, then in addition to being subject to the above actions you will be liable to the Company for the damages caused by your violation of the Acceptable Use Policy. You acknowledge and agree that two thousand and five hundred U.S dollars (USD\$2,500.00) per violation of the Acceptable Use Policy is presently a reasonable minimum estimation of actual damages considering all currently existing circumstances, including the relationship of the sum to the range of harm to the Company that reasonably could be anticipated because, due to the nature of the violations of the Acceptable Use Policy, actual damages would be impractical or extremely difficult to calculate. The Company may deduct such damages directly from any existing balance in any Account you control.

If we close your Account or terminate your use of the Services for any reason, we'll provide you with notice of our actions and make any unrestricted funds held in the balance of your Fiat Account linked to your Personal Account or in 12 the balance of your Business Account, or any money waiting to be claimed through your Personal Account if you do not have a Fiat Account linked to your Personal Account, available for withdrawal.

You are responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by the Company, any Company's customer, or a third party caused by or arising out of your breach of this agreement, and/or your use of the Services.

Hold, limitations and reserves

What are holds, limitations and reserves

Under certain circumstances, in order to protect the Company and the security and integrity of the network of buyers and sellers that use the Services, The Company may take account-level

or transaction-level actions. Unless otherwise noted, if the Company take any of the actions described here, we'll provide you with notice of our actions, but we retain the sole discretion to take these actions. To request information in connection with an account limitation, hold or reserve, you should visit the Resolution Center or follow the instructions in our email notice with respect to the limitation, hold or reserve.

Our decision about holds, limitations and reserves may be based on confidential criteria that are essential to our management of risk and the protection of the Company, our customers and/or service providers. We may use proprietary fraud and risk modeling when assessing the risk associated with your Account. In addition, we may be restricted by regulation or a governmental authority from disclosing certain information to you about such decisions. We have no obligation to disclose the details of our risk management or security procedures to you.

In order to facilitate the Company's actions described above and allow us to assess the level of risk associated with your Account, you agree to cooperate with the Company's reasonable requests for financial statements and other documentation or information in a timely fashion.

Holds

A hold is an action that the Company may take under certain circumstances either at the transaction level or the account level. When the Company places a temporary hold on a payment, the money is not available to either the sender or the recipient. The Company reviews many factors before placing a hold on a payment, including account tenure, transaction activity, business type, past customer disputes, and overall customer satisfaction. Some common situations where the Company will hold payments include:

- New sellers or sellers who have limited selling activity.
- Payments for higher-risk categories like electronics or tickets.
- Sellers who have performance issues, or a high rate of buyer dissatisfaction or disputes.

Holds based on Wayra Pay's risk decisions

We may place a hold on payments sent to your Account if, in our sole discretion, we believe that there may be a high level of risk associated with you, your Account, or your transactions or that placing such a hold is necessary to comply with state or federal regulatory requirements. We make decisions about whether to place a payment hold based on several factors, including information available to us from both internal sources and third parties. When we place a hold on a payment, the funds will appear in your Account with an indication that they are unavailable or pending. We will notify you, either through your Account or directly by phone or email, whenever we place a hold.

Risk-based holds generally remain in place for up to twenty-one (21) days from the date the payment was received into your Account. We may release the hold earlier under certain circumstances (for example, if you've uploaded shipment tracking information related to the transaction), but any earlier release is at our sole discretion. The hold may last longer than twenty-one (21) days if the payment is challenged as a payment that should be invalidated and reversed based on a disputed transaction as discussed in the following paragraph below. In this case, we'll hold the payment in your Account until the matter is resolved, but no longer than one hundred and eighty (180) days.

Holds related to Marketplace transactions

If you're a seller on a marketplace or through a third-party application where the Services are offered, a hold may be placed on a payment sent to you at the instruction of the applicable marketplace or third party. This is done once you have granted us permission to have your funds held and will be in accordance with your agreement with the third party, these holds will appear in your Account. If you have questions about why the applicable marketplace or third party instructed the Company to put these holds in place, you will need to contact the marketplace or third party directly.

Account limitations

Limitations are implemented to help protect the Company, buyers and sellers when we notice restricted activities, an increased financial risk, or activity that appears to us as unusual or suspicious. Limitations also help us collect necessary information for keeping your Account open.

There are several reasons why your Account could be limited, including:

- If we suspect someone could be using your Account without your knowledge, we will limit it for your protection and investigate the fraudulent activity.
- If your debit or credit card issuer alerts us that someone has used your card without your permission. Similarly, if your bank lets us know that there have been unauthorized transfers between your Account and your bank account.
- In order to comply with applicable law.
- If we reasonably believe you have breached this Agreement or violated the Acceptable Use Policy.
- Seller performance indicating your Account is high risk. Examples include indications of poor selling performance because you've received an unusually high number of claims and chargebacks, selling an entirely new or highcost product type, or if your typical sales volume increases rapidly.

You will need to resolve any issues with your Account before a limitation can be removed. Normally, this is done after you provide us with the information we request. However, if we reasonably believe a risk still exists after you have provided us that information, we may take action to protect the Company, our users, a third party, or you from reversals, fees, fines, penalties, legal and/or regulatory risks and any other liability.

- **A Rolling reserve.** The Company reserves the right to apply a Rolling Reserve where a percentage of each transaction you receive each day is held and then released afterward on a scheduled basis. The percentage will be determined on a case-by-case basis. Rolling reserves are the most common type of reserve. You will be notified when this practice applies to you as well as the percentage to be reserved and the timely way the reserve will be released.

Court orders, regulatory requirements or other legal process

If we are notified of a court order or other legal process (including garnishment or any equivalent process) affecting you, or if we otherwise believe we are required to do so in order to comply with applicable law or regulatory requirements, we may be required to take certain actions, including holding payments to/from your Account, placing a reserve or limitation on

your Account, or releasing your funds. We will decide, at 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 notify you of these actions. We do not have an obligation to contest or appeal any court order or legal process involving you or your Account. When we implement a hold, a reserve or a 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 longer than one hundred and eighty (180) days.

Liability unauthorized transactions and other errors

Protections from unauthorized transactions

To protect yourself from unauthorized activity in your Account, you should regularly log into your Account and review your Account statement. The Website will notify you of each transaction by sending an email to your primary email address on file. You should review these transaction notifications to ensure that each transaction was authorized and accurately completed.

The Company will protect you from unauthorized activity in your Account. When this protection applies, the Company will cover you for the full amount of the unauthorized activity if you cooperate with us and follow the procedures described below.

What is an unauthorized transaction?

An “**Unauthorized Transaction**” occurs when money is sent from your Account that you did not authorize and that did not benefit you. For example, if someone steals your password, uses the password to access your Account, and sends a payment from your Account, an Unauthorized Transaction has occurred.

What is not considered an unauthorized transaction?

The following are NOT considered Unauthorized Transactions:

- If you give someone access to your Account (by giving them your login information) and they use your Account without your knowledge or permission. You are responsible for transactions made in this situation.
- Invalidation and reversal of a payment as a result of the actions described under our Terms and Policies.

Reporting an unauthorized transactions

If you believe your Account login information has been lost or stolen, please contact the Company customer service immediately by emailing support@wayrapay.com

Tell us **immediately** if you believe that an electronic fund transfer has been made without your permission using your login information or by other means since you are at risk of losing all the money in your Account. If you notify us within sixty (60) days after we provide you with your

Account statement showing transfers you did not make, you will be eligible for one hundred percent (100%) protection for Unauthorized Transactions.

Also, if your Account statement shows transfers that you did not make, including those made with your Account login information or by other means, notify us immediately. If you do not tell us within sixty (60) days after we provided the statement to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from giving us proper notice, we may extend the time period but you will be required to prove the exceptional circumstance that prevented you from notifying us on time.

Error resolution

What is an error?

An “**Error**” means the following:

- When money is either incorrectly taken from your Account or incorrectly placed into your Account, or when a transaction is incorrectly recorded in your Account.
- You send a payment, and the incorrect amount is debited from your Account.
- An incorrect amount is credited to your Account.
- A transaction is missing from or not properly identified in your Account statement.
- We make a computational or mathematical error related to your Account.
- You request receipt or periodic statement documents that the Company is required to provide to you.
- You request information concerning preauthorized (recurring) transfers to your Account that the Company is required to provide to you.
- You request additional information or clarification concerning a transfer to or from your Account, including a request you make to determine whether an error has occurred.
- You inquire about the status of a pending transfer to or from your Account.
- You request documentation or other information, unless the request is for a duplicate copy for tax or other recordkeeping purposes.

What is not considered an error?

The following are **NOT** considered Errors:

- If you give someone access to your Account (by giving them your login information) and they use your Account without your knowledge or permission. You are responsible for transactions made in this situation.
- Invalidation and reversal of a payment as a result of the actions described under Refunds, Reversals and Chargebacks.

- Routine inquiries about the balance in your Fiat Account or Business Account, or any money waiting to be claimed through your personal Account if you do not have a Fiat Account linked to your Personal Account.
- Requests for duplicate documentation or other information for tax or other recordkeeping purposes.

In case of errors or questions about your electronic transfers

Notify us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within two (2) Business Days. The notification must be made by emailing support@wayrapay.com.

Communications between you and us

If you provide us your mobile phone number, you agree that the Company and its affiliates may contact you at that number using autodialed or prerecorded message calls or text messages to: (i) service your branded Accounts, (ii) investigate or prevent fraud, or (iii) collect a debt. You can contact us via Chat in our official website www.wayrapay.com or via email support@wayrapay.com only.

Wayra Pay suspension and termination rights

The Company, at its sole discretion, reserves the right to suspend or terminate this Agreement, access to or use of its websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf or some or all of the Services for any reason and at any time upon notice to you and, upon termination of this Agreement and the subsequent payment to you of any unrestricted funds held in your Account.

Security interest

As security for the performance of your obligations under this Agreement, you grant the Company a lien on, and security interest in and to, funds held in your Account

Amounts owed to Wayra Pay

If the balance in your Account becomes negative for any reason, that negative balance represents an amount that you owe to the Company. The Company may deduct these amounts from funds that are added to your Account later, either by you or from payments you receive. If you have more than one Account, we may set off a negative balance in one Account against a balance in your other Account(s), including a Fiat Account. If you continue using your Account when it has a negative balance, you authorize the Company to combine the negative balance with any debit or transaction sent from your account when that combination is disclosed to you in advance of initiating the debit or transaction.

If you hold funds in a Account in multiple currencies, and the balance for one of the currencies becomes negative for any reason, The Company may set off the negative balance by using funds you maintain in a different currency. If you have a negative balance in non-U.S. dollars for a period of twenty-one (21) days or longer, the Website platform will convert this negative balance to U.S. dollars. In either case, a currency conversion will be necessary, and the Exchange Rate will be used.

Insolvency proceedings

If any proceeding by or against you is commenced under any provision of the United States Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, we will be entitled to recover all reasonable costs or expenses (including reasonable legal fees and expenses) incurred in connection with the enforcement of this Agreement.

Assumption of rights

If the Company invalidates and reverses a payment that you made to a recipient (either at your initiative or otherwise), you agree that the Company assumes your rights against the recipient and third parties related to the payment and may pursue those rights directly or on your behalf, at the Company's discretion.

No waiver

Our failure to act with respect to a breach of any of your obligations under this Agreement by you or others does not waive our right to act with respect to subsequent or similar breaches.

Indemnification and limitation of liability

In this section, we use the term "Wayra Pay" to refer to Wayra Pay, our parent Wayra Pay, and our affiliates, and each of their respective directors, officers, employees, agents, joint ventures, service providers and suppliers. Our affiliates include each entity that we control, we are controlled by, or we are under common control with.

Indemnification

You must indemnify Wayra Pay for actions related to your Account and your use of the Services. You agree to defend, indemnify and hold Wayra Pay harmless from any claim or demand (including reasonable legal fees) made or incurred by any third party due to or arising out of your breach of this Agreement, your improper use of the Wayra Pay services, your

violation of any law or the rights of a third party and/or the actions or inactions of any third party to whom you grant permissions to use your Account or access our websites, software, systems (including any networks and servers used to provide any of the Wayra Pay services) operated by us or on our behalf, or any of the Wayra Pay services on your behalf.

Limitation of liability

Wayra Pay' liability is limited with respect to your Account and your use of the Services. In no event shall Wayra Pay be liable for lost profits or any special, incidental or consequential damages (including without limitation damages for loss of data or loss of business) arising out of or in connection with our websites, 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 this Agreement (however arising, including negligence), unless and to the extent prohibited by law.

Our liability to you or any third parties in any circumstance is limited to the actual amount of direct damages. In addition, to the extent permitted by applicable law, Wayra Pay is not liable, and you agree not to hold Wayra Pay responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from: (1) your use of, or your inability to use, our websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf, or any of the Services; (2) delays or disruptions in our websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf and any of the Services; (3) viruses or other malicious software obtained by accessing our websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf or any of the Services or any website or service linked to our websites, software or any of the Services; (4) glitches, bugs, errors, or inaccuracies of any kind in our websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf or any of the Services or in the information and graphics obtained from them; (5) the content, actions, or inactions of third parties; (6) a suspension or other action taken with respect to your Account; or (7) your need to modify your practices, content, or behavior, or your loss of or inability to do business, as a result of changes to this Agreement or Wayra Pay' policies.

Disclaimer of warranty and release

No warranty

The Services are provided “as-is” and without any representation or warranty, whether express, implied or statutory. The Company specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

The Company does not have any control over the products or services provided by sellers who accept the Account as a 18 payment method, and the Company cannot ensure that a buyer or a seller you are dealing with will complete the transaction or is authorized to do so. The Company does not guarantee continuous, uninterrupted or secure access to any part of the

Services, and operation of our websites, software, or systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf may be interfered with by numerous factors outside of our control. The Company will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, debit cards, credit cards, and check issuances are processed in a timely manner but the Company makes no representations or warranties regarding the amount of time needed to complete processing because the Services are dependent upon many factors outside of our control, such as delays in the banking system or international mail service. Some countries or states do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you.

Release os Wayra Pay

If you have a dispute with any other Account holder, you release the Company from 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. In entering this release, you expressly waive any protections that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

Agreement to arbitrate

You and the Company agree that any claim or dispute at law or equity that has arisen or may arise between us will be resolved in accordance with the agreement to Arbitrate provisions set forth below. Please read this information carefully. Among other things it:

- Affects your rights and will impact how claims between us shall be resolved.
- Includes a Prohibition of Class and Representative Actions and Non-Individualized Relief pursuant to which you agree to waive your right to participate in a class action lawsuit against us.
- Requires you to follow the Opt-Out Procedure to opt-out of the Agreement to Arbitrate by mailing us a written notice and the opt-out notice must be postmarked no later than thirty (30) days after the date you accept this user agreement for the first time.

If a dispute arises between you and the Company, acting as either a buyer or a seller, our goal is to learn about and address your concerns. If we are unable to do so to your satisfaction, we aim to provide you with a neutral and costeffective means of resolving the dispute quickly. Disputes between you and the Company regarding the Services may be reported to customer service online through the Wayra Pay Help center or by emailing support@wayrapay.com

Intellectual property

Wayra Pay trademarks

"Wayra Pay," and all logos related to the Services are either trademarks or registered trademarks of Wayra Pay or Wayra Pay' licensors. You may not copy, imitate, modify or use

them without the Company prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of the Company. You may not copy, imitate, modify or use them without our prior written consent. You may use HTML logos provided by Wayra Pay for the purpose of directing web traffic to the Services. You may not alter, modify or change these HTML logos in any way, use them in a manner that mischaracterizes the Company or the Services or display them in any manner that implies the Company sponsorship or endorsement. All right, title and interest in and to the Websites, any content thereon, the Services, the technology related to the Services, and all technology and any content created or derived from any of the foregoing is the exclusive property of the Company and its licensors.

License grants, generally

If you are using Wayra Pay software (hereinafter the "**Software**") such as an API, developer's toolkit or other software application, which may include software provided by or integrated with software, systems or services of our service providers, that you have downloaded or otherwise accessed through a web or mobile platform, then the Company grants you a revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free limited license to access and/or use the Software in accordance with the documentation accompanying such software. This license grant applies to the software and all updates, upgrades, new versions, and replacement software. You may not rent, lease or otherwise transfer your rights in the software to a third party.

You must comply with the implementation, access, and use requirements contained in all documentation accompanying the Services. If you do not comply with implementation, access, and use requirements you will be liable for all resulting damages suffered by you, the Company and third parties. The Company may update or discontinue any software upon notice to you. While the Company may have (1) integrated certain third-party materials and technology into any web or other application, including its software, and/or (2) accessed and used certain third-party materials and technology to facilitate providing you with the Services, you have not been granted and do not otherwise retain any rights in or to any such third-party materials.

You agree not to modify, alter, tamper with, repair, copy, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the software or any third-party materials or technology, or otherwise create any derivative works from any of the software or third-party materials or technology. You acknowledge that all rights, title, and interest to the Software are owned by the Company and any third-party materials integrated therein are owned by the Company third-party service providers. Any other thirdparty software application you use on the Website is subject to the license you agreed to with the third party that provides you with this software. You acknowledge that the Company does not own, control nor have any responsibility or liability for any such third-party software application you elect to use on any of our websites, software and/or in connection with the Services.

License grant from you to Wayra Pay; intellectual property

The Company does not claim ownership of the content that you provide, upload, submit or send to the Website. Nor does the Company claim ownership of the content you host on third-party websites or applications that use the Services to provide payments services related to your content. Subject to the next paragraph, when you provide content to the Website or post

content using the Services, you grant the Company (and parties that we work with) a non-exclusive, irrevocable, royalty-free, transferable, and worldwide license to use your content and associated intellectual property and publicity rights to help us improve, operate and promote our current services and develop new ones. The Company will not compensate you for any of your content. You acknowledge that the Company' use of your content will not infringe any intellectual property or publicity rights. Further, you acknowledge and warrant that you own or otherwise control all the rights of the content you provide, and you agree to waive your moral rights and promise not to assert such rights against the Company.

License grant from you seller to Wayra Pay

Notwithstanding the provisions of the prior paragraph, if you are a seller using the Services to accept payments for goods and services, you hereby grant the Company and its affiliates a worldwide, non-exclusive, transferable, sublicensable (through multiple tiers), and royalty-free, fully paid-up, right to use and display publicly, during the term of this user agreement, your trademark(s) (including but not limited to registered and unregistered trademarks, trade names, service marks, logos, domain names and other designations owned, licensed to or used by you) for the purpose of (1) identifying you as a merchant that accepts a Wayra Pay service as a payment form, and (2) any other use to which you specifically consent.

Miscellaneous

Assignment

You may not transfer or assign any rights or obligations you have under this user agreement without the Company' prior written consent. The Company may transfer or assign this user agreement or any right or obligation under this user agreement at any time.

Consumer fraud warning

We are always looking for ways to help keep you even more secure. So, stay on the lookout for some of these common scams:

- **Spoofing:** a scammer sends forged or faked electronic documents or emails falsely claiming to be the Company or the Website or coming from the Company but asks you to send money outside your Account.
- **Relative in Need:** a scammer impersonates a family member (commonly grandchildren) and claims there is an emergency requiring you to send money.
- **Lottery or Prize:** a scammer informs you that you have won a lottery or prize and must send money in order to claim it.
- **Debt Collection:** a scammer impersonates a debt collector and induces you to send money using threats or intimidation.
- **Employment Related:** a scammer instructs you to send money in connection with a fraudulent offer of employment.

Always use common sense when sending money. If something sounds too good to be true, it probably is. Only send money for yourself and not for others. Remember that if you don't send

the payment through your Account, you are not covered by Purchase Protection. Please let us know immediately if you believe someone is trying to scam or defraud you by emailing support@wayrapay.com

Dormant accounts

If you do not log in to your Account for two or more years, the Company may close your Account and send any funds in the Account, including any balance in a linked Fiat Account to your primary address (if we have verified the required identifying information that you have provided to us) or, if required, escheat (send) those funds to your country of residency. The Company will determine your residency based on the primary address for your Account. If your address is unknown, we will try to contact you through your email address or any other mean you have provided for us to communicate with you in order to obtain the address to which you would prefer us to send you such funds. If we are unable to establish contact with you or if we do not receive an answer to our notices and communications in a period of fifteen natural days (15) days after the said notification, the funds will be lost and we will dispose of them at our sole discretion.

Governing law

You agree that, except to the extent inconsistent with or preempted by federal law and except as otherwise stated in this user agreement, the laws of the Country of Costa Rica, without regard to principles of conflict of laws, will govern this user agreement and any claim or dispute that has arisen or may arise between you and the Company.

Identity authentication

You authorize the Company, directly or through third parties, to make any inquiries we consider necessary to verify your identity. This may include:

- asking you for further information, such as your date of birth, a taxpayer identification number, your physical address and other information that will allow us to reasonably identify you.
- requiring you to take steps to confirm ownership of your email address or financial instruments.
- ordering a credit report from a credit reporting agency, or verifying your information against third party databases or through another source; or
- requiring you to provide your driver's license or other identifying documents.

Anti-money laundering and counter-terrorism financing laws may require that the Company verify the required identifying information if you use certain Services. The Company reserves the right to close, suspend, or limit access to your Account and/or the Services in the event that, after reasonable enquiries, we are unable to obtain information about you that is required to verify your identity.

Wayra Pay is only a payment service provider

We act as a payment service provider only. We do not:

- Act as your agent or trustee.
- Enter into a partnership, joint venture, agency or employment relationship with you.

- Guarantee the identity of any buyer or seller.
- Determine if you are liable for any taxes; or
- Unless otherwise expressly set out in this agreement, collect or pay any taxes that may arise from your use of our services.

Privacy

Protecting your privacy is very important to us. Please review our Privacy Statement below in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure policies of your information as stated in the Privacy Rights and Choices section under this agreement.

Unlawful internet gambling notice

Restricted transactions generally include, but are not limited to, transactions in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with unlawful Internet gambling.

Your use of information; Data protection laws

If you receive information about another Company's customer, you must keep the information confidential and only use it in connection with the Services. You may not disclose or distribute any information about the Company users to a third party or use the information for marketing purposes unless you receive that user's express consent to do so. You may not send unsolicited emails to a Company's customer or use the Services to collect payments for sending, or assist in sending, unsolicited emails to third parties.

To the extent that you (as a seller) process any personal data about a Company's customer pursuant to this Agreement, you agree to comply with the requirements of any applicable privacy and data protection laws. You shall have your own, independently determined privacy policy, notices, and procedures for any such personal data that you hold as a data controller, including a record of your activities related to processing of personal data under this agreement.

The privacy and data protection laws that may apply include any associated regulations, regulatory requirements and codes of practice applicable to the provision of the services described in this agreement. If you process personal data from Europe pursuant to this agreement, you must comply with the EU Directive 95/46/EC or the General Data Protection Regulation (EU) 2016/679 (GDPR).

In complying with such laws, you will:

- implement and maintain all appropriate security measures for the processing of personal data; and
- not knowingly do anything or permit anything to be done which might lead to a breach of any privacy data protection laws by the Company.

Privacy rights and choices

When it comes to how your personal data is collected, stored, used, and shared, you have rights and choices.

Understanding your rights

You have the right to request a copy of the personal data we have collected about you in the past twelve (12) months. You also have the right to ask us to delete the personal data we have collected about you. If you want to see or delete your personal data, contact us at support@wayrapay.com. We will not deny you services, charge you different prices, or provide you with a different level of service solely for exercising your privacy rights.

If you request to see or delete your personal data, we will first need to verify who you are before we can respond to your request. If we can't verify your identity, we will not be able to fulfill your request.

If you want to delete your personal data, you have choices:

- Log in to your account and delete information you previously added. For example, you can delete your profile picture and non-primary addresses in your settings
- Call us and request that we delete specific information
- Close your account

If you close your account or request that we delete personal data, we still need to keep some personal data so we can:

- Complete a transaction, provide goods or services you requested, or comply with our promises to you in the Agreement or other contract you have with us
- Detect and prevent malicious, fraudulent, or illegal activity
- Protect your (or another person's) legal rights, including the right to free speech
- Manage our internal business processes that are reasonably related to your expectations when using our services
- Comply with laws

Understanding your choices

You can control how personal data is collected or shared, as well as how we communicate with you. Here are some of the ways you can customize your choices.

Choose how we collect personal data

You may choose to limit the personal data you provide when our apps or services request it. To help make choices that are right for you, it's important to understand that personal data helps us provide a richer, more personalized experience for you. Also, some personal data is required for our services to function at all.

For example, sharing your contacts helps make it easier for you to find the people you want to send money to. If you choose not to share your contacts with us, you can still use our mobile apps, but some actions may not be as fast or easy as it would be if you had shared your contacts. Another example is creating an account with us. If you choose not to provide information that is required for an account to function, like your name and email address, we will not be able to create an account for you.

Choose how we connected accounts collect and use personal data

If you connect your account to a third-party service, you may be able to manage how your personal data is collected, used, and shared by them. Read the third parties' privacy policies to see the choices they offer you.

You can control which third-party services you connect to your account and what personal data they can collect about you. For example, to manage the permissions, go to the Security settings in your Account.

Choose how we communicate with you

Your choices about how we communicate with you differ depending on the purpose of the message and how it is delivered. Some messages are considered optional, and some are necessary for you to manage your Accounts with us. We use email, text messages, push notifications on your mobile device, and even paper mail depending on the situation and your preferences.

You can click the unsubscribe link in a marketing email, opt out of a text message by replying "**STOP**," or turn off notifications on your device. You can also change your account's notification settings or the notification preferences on your device.

You won't be able to opt out of messages that are considered necessary for you to manage your account, such as receipts and emails that alert you to changes in your account's status that require your attention. You may be able to decide how we send those messages, such as by email, text message, or a notification on your mobile device.

The personal data we collect

We may collect your personal data when you register for or use our services, such as when you create an account, make a payment, or make a purchase on a merchant's website.

If you use our services without creating or logging into an account, we will still collect personal data, which may include your payment information, device information, and location. When you use our services without creating or logging into an account, we will use this information to process transactions, prevent fraud and comply with the law. We may connect this information with your account if you have one or if you create an account later.

Here are the kinds of personal data that we may collect when you create an account or use our services:

1. Information that identifies you, for example:
 - o First and last name
 - o Address
 - o Phone number
 - o Email
 - o IP address
 - o Information collected from cookies or other tracking technologies
2. Records and financial information, for example:
 - o Government-issued identification
 - o Bank account and routing numbers
 - o Credit and debit card information

- o Financial information
- 3. Personal characteristics, for example:
 - o Age
 - o National origin
 - o Disability
 - o Citizenship
- 4. Commercial information, for example:
 - o Online shopping cart information
 - o Purchase history
- 5. Internet or network activity, for example:
 - o Interactions with our services or sites
 - o Shopping history
- 6. Geolocation data, for example:
 - o Global Positioning System (GPS) information when you give us permission through your device settings
 - o IP-based geolocation
- 7. Audio, electronic, visual, or similar information, for example:
 - o Call recordings when you talk to customer service
 - o Photo IDs and profile pictures, you provide
- 8. Professional or employment information, for example:
 - o Business information, contact emails and phone numbers
 - o Tax ID's
- 9. Information we infer based on your personal data, for example:
 - o Fraud and risk assessments
 - o Personalization preferences

Where personal data come from

We may collect personal information about you from various sources, for example from:

- You
- Merchants
- Our payment partners, such as card networks and payment processors
- Financial institutions, such as banks
- Credit bureaus
- Service providers, such as companies that help us manage risk and fraud, deliver services to you, and market our services

We do not knowingly collect personal information from people who are not allowed to use our sites and services, such as children under the age of thirteen (13) or over thirteen (13) but under eighteen (18) without prior consent of their parents or tutors. Contact us at admin@wayrapay.com if you believe that we've mistakenly collected personal data from someone not allowed to use our services. We'll delete it immediately, unless we're legally required to keep it.

How we use tracking technologies like cookies

We or our authorized service providers may use cookies and similar tracking technologies to collect personal data whenever you use our services, visit our sites, or visit websites that offer our services. The information collected with these technologies helps us personalize your

experience, measure the effect of our ads, prevent fraud and enhance the security of our sites and service.

You can disable or decline some cookies for our sites and services. But, since some parts of our service rely on cookies to work, those services could become difficult or impossible to use if such cookies are not allowed.

Some web browsers have an optional setting called “Do Not Track” (DNT) that let you opt-out of being tracked by advertisers and some third parties. Because many of our services won’t function without tracking data, we do not respond to DNT settings.

Why we collect personal data

We collect personal data for many reasons, including to improve your experience, and to run our business. Specific reasons why we collect your personal data include:

1. Run our sites and provide better services, for example to help you send or request money, make purchases, show you your account information, verify access to your account, and keep your account and payment information up to date.
2. Manage and improve our business. For example, we do user research to improve our products’ performance and abilities. We also monitor and analyze our sites to help ensure they work as expected.
3. Protect our business and our customers from risk and fraud, including fraud that involves our business partners, strategic ventures, or other individuals and merchants.
4. Send you marketing information about our products and services. We may use personal data to market about our partners, such as merchants. We use personal data to better understand and cater to your interests.
5. Personalize your experience when you use our sites and services, as well as other third-party sites and services. In this case, we might use tracking technologies like cookies.
6. Send you locally relevant options, but only if you agree to let us track your location. If you do, this can help us enhance the security of our sites and services and customize our services by using the right language and personalizing content such as ads and search results.
7. Make it easy for you to find and connect with others. For instance, if you let us access your contacts, we can suggest connections with people you may know.
8. Contact you when you need us, such as answering a question you sent to our customer service team.
9. Comply with laws and enforce our agreements with you and other people who use our services.

How and why, we share personal data

We do not sell your personal data. However, we may share personal data across our services and with other members of the Wayra Pay corporate family. Sometimes we share the personal data we collect with third parties to help us provide services, protect our customers from risk and fraud, market our products, and comply with legal obligations.

We may share personal data with:

1. Other members of the Company corporate family

2. Service providers that help us with processing payments, marketing, research, compliance, audits, corporate governance, communications, and security
3. Card networks and payment processors
4. Financial institutions, such as banks we partner with to offer joint products, like Synchrony Bank in connection with Wayra Pay Debit Cards and the Wayra Pay Visa
5. Courts, governments, regulators, and law enforcement agencies when accompanied by a subpoena or other legal documentation that requires the Company or members of our corporate family to respond or disclose such information or data.
6. People involved in a transaction, such as other users or merchants and their service providers.
7. Third parties that you asked us to connect you with, such as other financial or social media apps. If you want us to stop sharing information with a third party, you can disconnect your account from that third party.
8. Third-party tools used to help fight spam and abuse. For instance, we use ReCAPTCHA to help determine whether you're a person or a computer. When you use ReCAPTCHA, your personal data is subject to Google's Privacy Policy and Terms of Use which you can access [HERE](#).
9. Other third parties to:
 - Comply with laws
 - Investigate or enforce violations of our user agreement
 - Facilitate a merger, purchase, or sale of part or all of our business
 - Comply with card association rules
 - To prevent physical harm or illegal activity

How we protect your personal data

Helping to keep your personal data safe against loss, misuse, unauthorized access, disclosure, and alteration is our top priority.

To protect your personal data, we use technical, physical, and administrative security measures that include:

- Firewalls
- Data encryption
- Physical access controls at our data centers

While we protect our systems and services, you're responsible for keeping your password(s) and account information private. You are also responsible for making sure your personal information is accurate and up to date.

If your account is closed, we may keep your personal data and other information as required by law and according to our data retention policy. If we do, we'll continue to handle it as we describe in this statement.

How this statement changes over time

We may amend and make changes to this privacy statement from time to time. This helps us stay up to date with changes to our business and the most current laws. After a new version is published, we will collect, store, use, and protect your personal data as we outline in that revised statement.

If the new version reduces your rights or increases your responsibilities, we'll post it on the Policy Updates or Privacy Statement page of our website at least twenty-one (21) days before it becomes effective.

We will notify you about these changes through email or other communication channels you might provide us with.