

# TPLUS T&CS – DRAFT

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# TPLUS T&CS – DRAFT

## 1. INTRODUCTION

- 1.1. TPlus Technologies Limited (referred to as “TPlus”, “we”, “us”, “The Company”), registered in Cyprus with registration number HE 390961, registered office at 148 Strovolos Avenue, 1st Floor, Strovolos 2048 Nicosia, Cyprus and email: info@tplus.io, has the rights to an app called ‘Rize app’ (the “app”).
- 1.2. By downloading and using the application you (referred to as the “Client”) are entering into a legally binding agreement with TPlus Technologies Limited and its subsidiaries based on these terms and conditions (referred to within this documents as the “agreement” or the “terms and conditions”), **Privacy Policy**, **Fees page** and all the other terms and conditions that apply to the services provided to you (“the Services”). These terms and conditions shall be read together with our **Privacy Policy** and **Fees page** before you download the app and use the Services.
- 1.3. The only way we provide the Services is through the Rize app (mobile application). These terms apply whenever you access our services.
- 1.4. For safety reasons, download the latest software for your mobile device and the latest version of the Rize app as soon as they are available.
- 1.5. Your consents, approvals, acceptance and other statements given using the Rize app shall have the same validity as your signature on a written document. Your agreements concluded with us via the Rize app shall be deemed to be written agreements concluded between you and us.
- 1.6. When you use the app for specific actions, fees may be applicable. The fees are described **here** and may change from time to time, upon our discretion.
- 1.7. This agreement is supplied to you in English, which is the Company’s official language, and in your own language where necessary and/or available. However, the English language content always prevails. We will communicate with you in English language and provide a translation where necessary and/or possible, for the duration of this agreement.
- 1.8. This agreement is indefinite. It means that it is valid until you or we end it.
- 1.9. If you do not agree with these terms and conditions, then you should neither download or use the app nor any of the Services provided.
- 1.10. It is important that you understand how your Rize app Account (the “account”) works. To read more information visit our **FAQ page**. Please note that these FAQs do not form part of our agreement with you.

## 2. SCOPE

- 2.1. You can use the app if the following conditions are met:
  - You are over 18 years old;
  - You have completed and been accepted as a customer following our identification and verification process. We are using third-party providers to do that;
  - You do not have any other Rize app account.
- 2.2. The App is currently available to in the app store or google play store of EU and UK.

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### **3. SERVICES IN OUR APP PROVIDED BY THIRD PARTIES**

- 3.1. In these terms and conditions the terms “Integrated Service Providers” or “Partners” are used and refer to either our affiliated Entities or Third parties which provide you services through the app.
- 3.2. The Rize app is an application which facilitate access to services provided by the integrated service providers. Where this is the case, you must accept additional terms and conditions for those services which will govern those services, as well as some further information ( for example appropriateness and suitability assessment questionnaire). Rize app provides the technology to access the following services unless specifically stated:
- 3.3. **“Wallet Services”** or **“Wallet”** - When using the App you may be eligible for a EUR E-Money account and/or a physical or virtual debit card. These services are provided by Modulr FS Europe Ltd acting as an outsourced service provided (OSP) for Modulr FS Europe Ltd (“Modulr”). in the rest of the European countries. By using the wallet, you are entering into a separate agreement with Modulr that governs your use of such products. Please see the ***Modulr Introduced Client Terms of Business*** below. You should read these terms carefully as they explain the terms and conditions that apply to your use of your account and/or your physical or virtual debit card, and any transactions that you instruct. The Wallet Services provided by setting up an e-money account or debit card with Modulr, such accounts will be regulated by the Central Bank of Ireland. More information is set out in the Modulr Introduced Client Terms of Business.
- 3.4. **“Trading Services”** – Trading platform services will be facilitated by us through the Rize app, but investment services will be provided by Integrated Service Providers. As part of the on-boarding process for the trading services you will also be opening a trading account with the integrated service provider, as per our Privacy Policy. We will be fully transparent and provide you all the necessary information during the on-boarding process. This service is not provided by us and thus you do not have rights against us under those terms and conditions.
- 3.5. **“Other services”** – Rize app provides an access to other services, from time to time which will be provided by the Integrated Service Providers. As part of the on-boarding process for the other services you will also be onboarded by the Integrated Service Providers, as per our Privacy Policy. We will be fully transparent and provide you all the necessary information during the on-boarding process. This service is not provided by us and thus you do not have rights against us under those terms and conditions.
- 3.6. We add new features and services all the time. We’ll let you know about these through the app.

### **4. PROVISION OF SERVICES AND USAGE OF THE APP**

- 4.1. When using the app and the Services provided through the app, you must:
  - Always provide accurate, true and fair information;
  - Act prudent, sensible and by not causing any damage to us, other Users of the app or any third parties;
  - Abstain from any action that violates our intellectual property rights or those of any third party;
  - Abstain from using the App or Services for or to facilitate any unlawful actions, including fraud, money laundering or human trafficking;
  - Abstain from using the Services, or the App or your Account in order to provide services to third parties and/or make or intent to make a profit out of it;
  - Not transfer or sell your account, wallet, security details or password to anyone;

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- Not perform any activities involving deception, in the process of opening or accepting transfers to and from your Wallet on the App;
  - Not violate or attempt to violate the security of the App, nor facilitate or attempt to facilitate such violation;
  - Not damage, disable, overburden, impair or compromise our systems or security or interfere with other Users;
  - Not modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the App or any related software;
  - Not cause or assist third parties to engage in the restricted activities above.
- 4.2. It shall be entirely within our discretion whether any of the uses above has been breached by a particular set of circumstances.
- 4.3. If any of these terms are violated, or we have suspicions that these terms are violated, Rize app may immediately terminate the account, suspend or terminate access or take any other appropriate action, including legal action if deemed by Rize app to be necessary.

### **5. CANCELLATION OR TERMINATION OF MY ACCOUNT**

- 5.1. Our relationship under this agreement shall remain in force until cancelled, suspended or terminated by either Party. You may cancel your account, and so end the agreement, at any time.
- 5.2. Unless required by Laws and Regulations, these terms and conditions and any other agreements applicable for the services provided through the app may be suspended or terminated by either party upon giving the other party seven (7) calendar days notice. You can contact us through the Rize app or by emailing us at [info@tplus.io](mailto:info@tplus.io).
- 5.3. Any such suspension or termination will not affect any obligation incurred by either party in respect of any outstanding transactions or any legal rights or obligations that may already have arisen under these terms and conditions. You will still have to pay any charges you've run up (e.g. if you have requested a physical card). We may also charge you any cancellation fees that apply to other agreements you've entered into with us (e.g. subscription fees).
- 5.4. If you or we close your account, we will give you the opportunity to withdraw your balance and/or close all your positions under your trading and other services.
- 5.5. On cancellation or termination of your Account, we will deduct all amounts due to us before transferring any credit balances to you and we will postpone such transferring until any and all transactions between you and us or the integrated service providers are closed. Furthermore, we shall be entitled to require you to pay any charges incurred in transferring the transactions.
- 5.6. On cancellation or termination of your Account, your right to use the Services shall immediately cease and you will be asked to send the funds to your personal bank account/e-wallet.
- 5.7. In the event that you involve us, directly or indirectly, in any type of fraud, we reserve the right, at our sole discretion and without prejudice to any other rights we may have under this agreement, to reverse all previous transactions, which would or could place our interests and/or any of our (other) Clients' interests at risk.
- 5.8. We reserve the right in our sole discretion to terminate or suspend your account immediately, if you are in breach of this agreement or we have reason to believe that you are in breach or are

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otherwise using the app or our services in a manner inconsistent with these terms. These may include:

- Any indication or suspicion in our or the integrated service providers' sole discretion, of any form of arbitrage, abuse, internal hedging in coordination with other parties, abuse of any of our or our Partners' policies, fraud, manipulation, cash-back arbitrage or any other forms of deceitful or fraudulent activity, will constitute all transactions carried and/or profits or losses garnered as invalid. In these circumstances, we reserve the right to terminate/suspend (either temporarily or permanently) all of your accounts and/or cancel all of your transactions;
- If we or our Partners have good reason to suspect that you opened the account fraudulently and/or you are engaged into money laundering activities or terrorist financing or fraud or other criminal activities;
- If you fail to provide us or our Partners, upon request, any information for verifying your identity or other persons' identity for the purpose of the prevention of money laundering and terrorist financing or for any other reason, for example Tax Identification number, or if there is good reason to believe that the information provided is incorrect or not true;
- If you fail to perform any obligations of your agreement with us or our Partners;
- If you fail to make any payment(s) due to us or our Partners;
- If you become unable to pay your debts as and when they fall due (for example because you have declared bankrupt);
- If any representation or warranty made or given by you was untrue or misleading at the time it was made or given, or later becomes untrue;
- If we have information that your use of the app is harmful to us or our software, system or hardware;
- If we have good reason to believe that you continuing to use your account could damage our reputation or goodwill;
- If we have to do so under any Law, regulation, Court order or Ombudsman's instructions;
- For any other circumstance where we reasonably believe that it is necessary or desirable to take any action to protect ourselves or all or any of our other Clients.

### **6. CHANGING THESE TERMS**

- 6.1. We may amend these terms and any arrangements made hereunder at any time for any reason by notifying you at least seven (7) days through the Rize app and/or email before we make any change. If we add a new product or service that doesn't change the terms and conditions of your account, we may add the product or service immediately and let you know before you use it.
- 6.2. You understand and agree that your consent is not necessary for any changes to be effective. Your continued use of the Services shall be deemed to be acceptance of any new terms, unless you tell us that you want to close your account before the change comes into effect.
- 6.3. These Terms and any updated version of them will always be available in the App and/or our website at [www.rizeapp.com](http://www.rizeapp.com).
- 6.4. You understand that it is your sole responsibility to remain up to date with all changes. The applicable version shall be the latest version uploaded on our website and in the event of dispute the latest version shall prevail.
- 6.5. Any amendment to this agreement will supersede any previous agreement between us on the same subject matter and will govern any transaction entered into after, or outstanding on, the date the new edition comes into effect.

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### 7. YOUR DATA PRIVACY

- 7.1. Our Privacy Policy explains how your personal data is used. You can access the Policy [here](#).
- 7.2. You acknowledge that by opening an account with RizeApp and its integrated services providers, you hereby providing personal information which is considered sensitive data within the meaning of the General Data Protection Regulation (EU) 679/2016, the Law providing for the Protection of Natural Persons with regard to the Processing of Personal Data and for the Free Movement of such Data of 2018 (Law 125(I)/2018) or any other similar applicable legislation.
- 7.3. You consent collecting, holding, processing and disclosing all such information for legal purposes, for the purpose of performing the contract and administering the relationship between you and us in accordance with this agreement and the our Privacy Policy as published in the website and as updated from time to time. In case you do not consent to the use, store, process, disclosure of your personal data, the Company reserves the right to refuse opening an account and /or refuse the provision of services to you.
- 7.4. Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than required by the fulfillment of this agreement, the improvement of Services (including research, statistical and marketing purposes) and by the Applicable Laws and Regulation. Information already in the public domain, or already possessed by the Company without a duty of confidentiality, will not be regarded as confidential.
- 7.5. You consent to us and to the integrated service providers , to carry out any credit and identity checks, including but not limited to the money laundering checks, compliance regulatory reporting and fraud prevention checks, as we may reasonably consider necessary or desirable, including requesting a reference from your bank or any credit reference agency. Additionally, you agree to assist us, where necessary, in obtaining such a reference.
- 7.6. We will only use and share your Personal Data where it is necessary for us to lawfully carry out our business activities and/or provide our services. We will share your data among others with companies that help us provide the services you use and which you need to process details about you for this reason. These are:
  - Our e-money account, payment provider and card issuer, which is Modulr. This Company provides the Wallet Services. Here is a link to Modulr’s Privacy Notice that will apply to you {..};
  - Different Integrated Service Providers. As part of the on-boarding process for the provision of trading or other services you will also be opening an account with integrated service providers. We will transfer some of your personal data to these integrated service providers during the onboarding process. We will provide you with the Privacy Policy of the Integrated service providers during the on-boarding process, which you will need to review acknowledge and accept before the establishment of the business relation with that company and thus the provision of the trading services.

### 8. COMMUNICATION

- 8.1. If you have any feedback regarding improvements or complaints about our app, or any of the services provided through the app, we would like to hear from you.
- 8.2. If you need to contact us, you can do so in either of the following ways:
  - Email: [info@tplus.io](mailto:info@tplus.io);

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- In-app communication.
- 8.3. We or our integrated service providers, will communicate with you in English via the App or through your email or phone.
  - 8.4. You should keep your details up to date and let us know immediately if any information changes.
  - 8.5. We might sometimes need to ask for more information about you (for example, if your spending increases or if we need some clarification on your transactions). Please provide this information quickly so that there is no disruption to your account or our services.
  - 8.6. Legal action under these terms and conditions can only be brought in the courts of the Republic of Cyprus, or in the courts of any EU Member State where you reside).

### **9. AVAILABILITY OF APP AND SERVICES**

- 9.1. We will always do our best efforts to make the services provided through the app available except during planned or unplanned maintenance time. We shall try and ensure all maintenance is carried out during reasonable hours with a minimal impact to services , however we cannot make any guarantees as to the availability.
- 9.2. We reserve the right to modify or terminate the app or the services, to limit or deny your access to the app or services, at any time, in our sole discretion, for any reason, with or without notice and without liability to you. You may discontinue your use of the Services at any time.
- 9.3. We may cease to offer the app and/or service at any time for any reason, with or without notice to you and we do not make any representations, promises or guarantees in relation to the availability of the app or the service at any time. We have no express or implied obligation to you to make available or otherwise offer the service or the app. We may also refuse to process or cancel any pending transactions for any reason, including but not limited to, if we are required by law, regulation or any court or other authority to which we are in subject in any jurisdiction. We shall endeavor to respond to all support queries within a reasonable time.
- 9.4. We shall not be liable for any and all circumstances in which you experience any delays, delivery failures and any other loss or damage arising from or relating but not limited to the strength of the mobile signal, cellular latency, network connections or telecommunications links or any other issues that may arise between you and any internet service provider, phone service provider, or any other service provider.

### **10. SECURITY, AUTHENTICITY AND ACCESS OF THE APP AND SERVICES**

- 10.1. Your account and relevant access codes which were provided to you, shall only be used by yourself. You are responsible for anything that happens through your account until it is terminated, cancelled or suspended.
- 10.2. You are the sole responsible person to monitor the activity and transactions provided through the app. Therefore, if you discover any unauthorized use of your account you must let us know as soon as you become aware.
- 10.3. You are obliged to keep your password/PIN and details secret and secure and never permit others to use your account.

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- 10.4. Once you notice any unauthorized access to your account without your permission or if your Rize app is stolen, or if your card or security details are lost or stolen, you should, without any undue delay, contact us through the Rize app or email at [info@tplus.io](mailto:info@tplus.io). If the notification is to be received within business hours, your account will be frozen/suspended/cancelled immediately. If the notification is to be received outside business hours, the Account will be frozen/suspended/cancelled as soon as reasonably possible.
- 10.5. Where a suspicious unauthorized activity is detected from our side, we may, but shall not be obliged to, inform you. In situations where we reasonable suspect that a third person is using your account without your permission, we may, in our discretion, suspend access to your Account until we receive an authorization confirmation by you. We are not liable to you for any delays on detecting and subsequently suspend such access swiftly.

### **11. YOUR WALLET**

- 11.1. Your account is a payment account that holds your e-money, which is an electronic alternative to cash. If you or someone else add funds into your Wallet, an equivalent value of e-money will be issued in the base currency of your account.
- 11.2. Once you have e-money in your account you will be able to use the services provided through the app to:
- Make payments to third-parties and withdraw cash using your Rize app physical card or virtual debit card added to Apple pay or Google Pay, provided by Modulr;
  - Transfer money to your in-app sub-account to access trading and other services provided through the app;
  - Send money and receive money from other Rize app accounts and non-Rize app accounts.
- 11.3. As long as you are an existing customer of ours, you can check all transfers made into and/or out of your account through the app. If you wish to access historic information after your account is terminated you can email us at [info@tplus.io](mailto:info@tplus.io).
- 11.4. We will send a notification to your mobile device each time a payment goes into or out of your account. You can turn off these notification, through the Rize app but if you do, you should regularly check your payments on the Rize app. It's important that you know what payments go into and out of your account, so we recommend that you do not turn off notifications.

### **12. FEES AND PAYMENT**

- 12.1. You can check our fees that apply when using the app and services here.
- 12.2. Any of these Fees may be amended and we may introduce new fees from time to time. We shall notify you of any changes to the Fees. If you do not agree to our change in Fees, you must discontinue your use of the specific service.

### **13. YOUR ACCOUNT BALANCE**

- 13.1. If there is a negative balance in your e-money account ( because you do not have enough e-money to cover fees you owe us), , we shall notify you of such negative balance.



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- 13.2. You must within 3 (three) days upon our request to top up your account with the required amount to correct the negative balance.
- 13.3. If you owe us money, we can take the amount you owe us from any amount we are due to pay to you. We call this our set-off right.
- 13.4. Please act reasonably and responsibly when using the app or the card.

### **14. DEPOSITING INTO YOUR ACCOUNT**

- 14.1. You can deposit into your account using your bank or e-money debit or credit card or via a bank transfer. When we receive the money we will add the equivalent value of e-money to your account.
- 14.2. Your card is be stored in our systems for your convenience and shall be under your name. No third-party deposits are allowed by credit cards.
- 14.3. When you deposit via a bank transfer, you need to use the Rize app account details shown in the app. Depending on the currency of the deposited funds, you need to use the relevant account details. For example, if you are depositing money in GBP, then you need to use the GBP account details stated in the app.
- 14.4. We may at our absolute discretion, having regard to the Law, reject payments from you or a Third party or any other person other than yourself and return funds to source..
- 14.5. If you use a stored card or a bank account that it is in one currency to add money to your account in another currency, your bank or card provider or us may charge a fee.
- 14.6. By submitting your payment order on the Rize app, we consider that you consent and authorize us or integrated service providers to execute the transaction.
- 14.7. Please note that we reserve the right to levy a reasonable administration charge for processing your payments.
- 14.8. We do not accept payments from you by cash or cheque.
- 14.9. You agree that if we pre-fund a payment into your account when you initiate a top-up and the payment fails to arrive, we can reverse the payment or put a hold on it.

### **15. PAYMENTS AND/OR WITHDRAWALS FROM YOUR ACCOUNT**

- 15.1. We will consider the following actions taken by you as your consent to make payments or withdrawals from your Rize app account:
  - Using both your physical and virtual Card in both online and offline mode by entering the details of your Rize app Card or your PIN;
  - Through “contactless” transaction which are executed by placing, for few seconds, your virtual card on your mobile device or debit card , at a small distance from an electronic card reader, which bears the mark "contactless". No PIN code is required for “contactless” transactions for payments up to a certain amount;
  - By placing your Rize app credit card into an electronic card reading, following the steps indicated by the electronic card in real time until the payment is approved or denied. PIN code may or may not be required for this type of transaction;

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- Providing your card number and other details ( for example expiration date or 3-digit CVV code) for the initiation of a payment by transferring the money from your account to another account;
- At the time of an online purchase, and if the method is available, you authenticate and verify a payment using a 3-D secure method.

15.2. We might charge you a fee for making use of both your physical and virtual Card. You can read about our fees [here](#)

15.3. When you use your Rize app Card to make a withdrawal from an ATM or make any payment, we will consider the these to be authorized by you unless:

- You let us know that the money has been stolen from your account;
- You don't think we have carried out your instructions correctly.

15.4. We might charge you a fee for making withdrawals. You can read about our fees [here](#).

### **16. PAYMENTS FOR SERVICES PROVIDED BY THE APP**

16.1. The Rize app provides the technology to access differemy services provided by the integrated service providers. Where this is the case, you must accept additional terms and conditions for those services which will govern those services, as well as some further information ( for example appropriateness and suitability assessment questionnaire).

16.2. Adding money for the use of different services ( i.e. trading or other services) must be processed from your Wallet /Rizeapp account. Each service provided under the app has its own distinct sub-account which you must fund before you can use the other services. For example when you are using the trading services, a funding/withdrawal will be taken from or made to, your e-money account with us as requested by the Integrated Service Providers providing the trading services on the basis of your terms and conditions with them.

16.3. Withdrawing money from the sub-accounts of the different services ( i.e. trading or other services) must be processed to your Wallet /Rizeapp account.

### **17. PAYMENT LIMITS**

17.1. Due to AML/CFT requirements or the limits applied by Integrated Service Providers, we might limit how much you can receive into or pay from your account, or how much you can withdraw or spend using the Rize app Card.

17.2. These limits and restrictions may change over time..

### **18. REFUSING OR CANCELLING A PAYMENT**

18.1. We may, acting reasonably, refuse to process or accept a payment out or in your Rizeapp account where:

- We are concerned that the payment instruction may not have come from you;
- By carrying out your payment instruction, we or the Integrated Service Providers may be in breach of this agreement or any Applicable Regulations;
- We want to check your payment instruction with you for some reason (e.g. suspected fraud).

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18.2. Unless the Law prevent us from doing so, we will use reasonable efforts to tell you our reason for refusing to act on the payment instruction and what you can do to correct that payment instruction.

18.3. We may be required to cancel a payment instruction...

### **19. REPRESENTATIONS AND WARRANTIES**

19.1. The Rize app or Card must not be used (directly or indirectly) in the following cases:

- To remit any illegal activity or to be used for any terrorist financing or money laundering activities;
- Exclusively for transferring money between your credit card/e-money bank accounts;
- In any way resulting in you receiving cash other than making a withdrawal from an ATM;
- To abuse or get around any card limits set us or Modulr;

### **20. TRANSACTION MONITORING**

20.1. We are required by Law to monitor your transaction activities. You understand and acknowledge that such transaction monitoring will be undertaken.

### **21. OUR INTELLECTUAL PROPERTY**

21.1. We owe all the intellectual property of our products and you have no right to use any of our trade names, the content in our app or our website, trademarks, service marks, logos, card design, domain names or other distinctive brand features which form part of our intellectual property.

21.2. You accept and acknowledge that the materials and content in the app and our website is for your own personal, lawful and non-commercial use and that you may only use such material and content for the purpose of using our app or website.

21.3. Except to the extent set out in this agreement, or otherwise agreed in writing between us, you are not permitted to use such intellectual property rights.

### **22. TAXES AND OTHER DUTIES**

22.1. You are solely responsible for determining if any taxes are applicable to you for using the app or the services and for filings any tax returns and reports on any transactions which should be made to any Relevant Authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any transaction. Your tax treatment depends on your own personal circumstances and may be subject to changes.

22.2. In the event that any tax payment is imposed to you due to any regulatory or legal obligation, and that we or our Partners, are obliged to make any payment and/or withhold any amount for this tax imposition, then we or our Partners, have the right to deduct or withhold from any of your account(s) or request the immediate payment of such amount.

22.3. You are also liable for other taxes which are not collected by us or our Partners, and you should seek independent expert advice if you are in any doubt as to whether you may incur any further tax liabilities. Tax laws are subject to change from time to time.

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22.4. You undertake the responsibility to pay all stamp expenses relating to this agreement and any documentation which may be required for the carrying out of the transactions under this agreement.

22.5. VAT

### **23. EXCLUSION OF LIABILITY**

23.1. Neither we, nor our Partners, affiliates, service providers, our directors, officers, employees or agents shall be liable for any losses, damages, costs or expenses incurred or suffered by you under this agreement unless arising directly from our or their respective gross negligence, willful default or fraud. In no circumstances shall we have any liability for consequential loss or special damage. Nothing in this agreement will limit our liability for death or personal injury resulting from our negligence.

23.2. Neither we nor our Partners, shall be liable for any partial or non-performance of our/their obligations hereunder by reason of any cause beyond our/their reasonable control, including without limitation any breakdown, malfunction or failure of transmission, communication or computer facilities, industrial action, acts and regulations of any governmental or supra national bodies or authorities or the failure of any relevant third party, intermediate broker, agent or principal of ourselves, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.

23.3. We do not exclude or limit, in any way, our liability for:

- Fraud or fraudulent misrepresentation;
- Any other loss which cannot be excluded under the Laws of Cyprus.

But otherwise, to the extent permitted by Law, we shall not have any liability in relation to any loss, claim or damage arising from or related to the use or provision of the app or Services.

### **24. INDEMNITY**

24.1. You shall indemnify us and our Partners on demand against all liabilities, costs, expenses, damages (including reputational) and losses (including, but not limited to any direct, indirect or consequential losses) and all interests, penalties and professional costs and expenses (calculated on a full indemnity basis) incurred by us as a result of:

- Your breach of this agreement;
- The provision by you of any false or misleading information to us;
- Your violation of applicable laws, rules or regulations in connection with the app or services.

24.2. In general, indemnity means a sum of money paid as compensation for losses suffered.

### **25. FORCE MAJEURE EVENTS**

25.1. If by reason in whole or in part of any Force Majeure Event, either you or us is delayed or prevented from complying with this agreement, then such delay or non-compliance shall not be deemed to be a breach of this user agreement and no loss or damage shall be claimed by you or us by reason of that Force Majeure Event.

25.2. A Force Majeure Event will include, but is not limited to, the following:

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- Any act, event or occurrence (including without limitation any strike, riot or civil commotion, act of terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, prevents us from dealing in transactions in respect of which we ordinarily deal in transactions;
- Any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure;
- Failure of any integrated service provider providing you services through the app, someone acting on our behalf, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.

### **26. ASSIGNMENTS**

- 26.1. The Company may, without your prior consent, at any time transfer, assign or novate any of its rights, benefits or obligations under this agreement.
- 26.2. You may not transfer, assign, charge, novate or otherwise transfer or purport to do so any rights or obligations under the agreement without prior written consent of the Company.

### **27. OUR RIGHTS TO ENFORCE THE AGREEMENT**

- 27.1. Our rights and remedies under this agreement will be cumulative, and our exercise or waiver of any right or remedy will not preclude or inhibit the exercise of any additional right or remedy. Our failure to enforce or exercise any right under this agreement will not amount to a waiver or bar to enforcement of that right.
- 27.2. The Company's failure or delay exercising any right, condition, or provision under this agreement or by Law, shall not constitute an implied waiver thereof nor shall it prevent or restrict the Company to further exercise of that or any other right.
- 27.3. The provisions of this agreement and any other clauses that may be required to give effect to the meaning of this agreement shall survive termination of the agreement.

### **28. DISCLAIMER**

- 28.1. The services are provided on an "as is" and "as available" basis and to the extent permitted under Cypriot Law, without warranties of any kind. In particular we make no warranty that the services shall meet your requirements or expectations or that it will be error free.
- 28.2. By accepting these terms and conditions or by using the application or the services provided through the app, you understand and acknowledge that the services are made available on an "as is" or "as available" basis. The services may contain bugs, errors, and other problems. You accept responsibility for all risks and all costs associated with your use of the service, including without limitation, any internet access fees, back-up expenses, cost incurred for the use of your device and peripherals, and any damage to any equipment, software, information or data. In addition, Rize app is not obliged to provide any maintenance, technical or other support for the services.