



## CLIENT TERMS AND CONDITIONS (UK)

### ABSTRACT

This document ('This agreement') contains the Terms & Conditions of the agreement between the user of the DigiDoe e-money account service and the provider thereof ("DigiDoe").

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## TABLE OF CONTENTS

1.	FRAMEWORK AGREEMENT.....	3
2.	COMMENCEMENT, TERM, REGULATORY INFORMATION AND HOW TO CONTACT US .....	4
3.	YOUR DIGIDOE ACCOUNT .....	5
4.	THE DIGIDOE LIMITED CLIENT PORTAL .....	6
5.	VERIFICATION OF IDENTITY.....	6
6.	TOP-UPS TO YOUR DIGIDOE ELECTRONIC MONEY ACCOUNT.....	9
7.	DIGIDOE TRANSACTIONS .....	9
8.	EXCHANGE OF ELECTRONIC MONEY FOR FOREIGN CURRENCY .....	10
9.	DIGIDOE BANK TRANSFER AND MONETARY EXCHANGE .....	10
10.	RECEIVE ELECTRONIC MONEY.....	12
11.	EXCHANGE RATES.....	12
12.	AUTO CONVERSION.....	12
13.	YOUR BALANCE AND NEGATIVE BALANCE.....	12
14.	SECURITY.....	13
15.	RESTRICTIONS ON THE USE OF THE DIGIDOE SERVICES .....	14
16.	DIGIDOE TRANSACTION LIMITS .....	15
17.	SUSPENDING YOUR USE OF THE DIGIDOE SERVICES .....	15
18.	OUR RIGHT TO SET-OFF.....	16
19.	OUR LIABILITY .....	16
20.	WITHDRAWING FUNDS.....	19
21.	CLOSING YOUR ACCOUNT .....	20
22.	NOTICE AND COMMUNICATIONS .....	20
23.	DATA .....	21
24.	INTELLECTUAL PROPERTY .....	23
25.	REQUESTING INFORMATION.....	24
26.	CUSTOMER SUPPORT AND COMPLAINTS .....	24
27.	AMENDMENTS TO THIS AGREEMENT .....	25
28.	FEES.....	25
29.	NO WARRANTY.....	27
30.	TERMINATION .....	27
31.	MISCELLANEOUS.....	30
	SCHEDULE 1 – DEFINITIONS.....	34
	SCHEDULE 2 - RESTRICTIONS .....	41

## 1. FRAMEWORK AGREEMENT

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- 1.1. This Agreement constitutes a framework agreement which sets out the terms of service that apply to Individual and Business clients with the use of the DigiDoe app and other DigiDoe Services.
- 1.2. Before you can enter into DigiDoe app and benefit from the DigiDoe Services, you are required to:
  - 1.2.1. read this Agreement and tick the box confirming the accuracy of the information provided and your agreement with this Agreement;
  - 1.2.2. provide us with such documentation, photographs, and Information as we may reasonably request to comply with our regulatory obligations;
  - 1.2.3. if you are a Business Client, deliver to us a signed board resolution, Special Power of Attorney or any other similar documentation appointing those individuals to whom you grant either full or partial authorisation to deal with your DigiDoe Account on your behalf ("Authorised Representatives") and such documentation, photographs and Information as we may reasonably request to verify the identity of those Authorised Representatives; and
  - 1.2.4. if you are an Individual Client, deliver us your personal identification document, proof of address and any photographs, information that we may reasonably request to verify your identity.
- 1.3. If you are a Business Client, in agreeing to be bound by this Agreement, you:
  - 1.3.1. warrant that you are not an Individual, Micro-Enterprise or Charity;
  - 1.3.2. agree that the Regulations which may be disapplied by us where the payment service user is not an Individual, Micro-Enterprise or Charity are all so disapplied to the maximum extent possible with respect to you; and
  - 1.3.3. agree to notify DigiDoe immediately if you become or are likely to become an Individual, Micro-Enterprise or Charity.
- 1.4. By accepting this Agreement, you are deemed to have accepted the terms and conditions of our third-party service providers.
- 1.5. You confirm that neither you nor where you are Business Client, any of your directors, shareholders, trustees and beneficial owners or Affiliates are:

- 1.5.1. listed on or targeted by a list of specifically designated or targeted persons, including without limitation, the Consolidated List of Financial Sanctions Targets (Asset Freeze Targets and Investment Ban Targets lists) maintained by HM Treasury, the consolidated list of persons, groups and entities subject to EU financial sanctions, the Specially Designated Nationals and Blocked Person list (SDN) maintained by OFAC, the Entity List maintained by the US Bureau of Industry and Security, the UN Security Council Consolidated List or any similar list of persons subject to comprehensive assets freezes or similar measures maintained by any other relevant jurisdiction (a "Designated Person"); and/or
- 1.5.2. owned or controlled by, or acting on behalf, or at the direction, of, any person listed on any of the lists referred to at 1.5.1.
- 1.6. Once you have completed the above and you have passed our internal checks, we shall make the DigiDoe app available to you.
- 1.7. You confirm that you have provided the correct Information during the process of creating a DigiDoe Account. You undertake that, if your details change, you will notify us immediately. You shall bear any losses that occur due to the submission of invalid, incorrect or inaccurate Information.

## **2. COMMENCEMENT, TERM, REGULATORY INFORMATION AND HOW TO CONTACT US**

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- 2.1. This Agreement are between you and DigiDoe Limited. By using our services, you agree to this Agreement and this Agreement shall start on the day when, DigiDoe Limited confirm to you via e-mail and/or DigiDoe app, that your DigiDoe Limited Account has been approved and shall continue until terminated in accordance with Clause 30 (Termination).
- 2.2. DigiDoe Limited is a company incorporated in England and Wales with company number 11944257 and whose registered address is at 80 Strand, London, WC2R 0RL. You can contact us by email; email address: info@digidoe.com.
- 2.3. DigiDoe Limited is the issuer of Electronic Money in your DigiDoe Limited Electronic Money Account and performs the payment services related to your DigiDoe Limited Electronic Money Account. DigiDoe Limited is authorised as an Electronic Money Institution by the FCA under the Regulations for issuing of electronic money and the provision of payment services. We are included in the FCA's Register of Electronic Money Institution firms (Firm Reference Number 901043) which can be found on the FCA website.
- 2.4. We are also subject to the Regulations which have been amended and supplemented by statutory instruments made under the European Union (Withdrawal) Act 2018 to ensure that they continue to operate in the UK

following the UK's withdrawal from the European Union. The Regulations set the conduct of business rules for us when providing payment services and issuing e-money.

2.5. "DigiDoe" is a trading name of DigiDoe Limited.

### **3. YOUR DIGIDOE ACCOUNT**

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- 3.1. Your DigiDoe Limited Electronic Money Account is an account in which Electronic Money, which DigiDoe Limited has issued to you at par value in exchange for receiving money from you or on your behalf, is stored. The Electronic Money in your DigiDoe Limited Electronic Money Account may be used by you to make transactions.
- 3.2. You may be required to provide additional Information to us to be able to use all of the functionality available.
- 3.3. Where we are required to keep your funds separate, we do so by placing the funds in a separate account (known as a "Safeguarding Account") at partner banks. As an authorised electronic money institution regulated by the FCA, the funds you hold with us are not covered by the Financial Services Compensation Scheme. Instead, we keep your funds separate in a Safeguarding Account. This means those funds would be separated from our other assets in the event of our insolvency and used to repay you and other clients. Our partner banks provide us with Safeguarding Accounts, but do not oversee the funds in these Safeguarding Account or how we manage them. As an FCA authorised electronic money institution it is our responsibility to keep funds separated.
- 3.4. You may be able to store multiple currencies in your DigiDoe Limited Electronic Money Account. These currencies are subject to change from time to time.
- 3.5. We may stop your access to the DigiDoe app on reasonable grounds relating to:
  - 3.5.1. the security of the DigiDoe app;
  - 3.5.2. the suspected unauthorised and/or fraudulent use of the DigiDoe app; or
  - 3.5.3. your use of the DigiDoe Portal being in breach of any applicable sanction, anti-money laundering or counter terrorist financing legislation or any other applicable law.
- 3.6. If we do stop your access in such instances, we will inform you via email and/or DigiDoe app and direct you to our customer services team.

## 4. THE DIGIDOE LIMITED CLIENT PORTAL

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- 4.1. For Business Clients and Individual Clients the DigiDoe app is our portal where you can, among other things:
  - 4.1.1. perform Top-Ups and DigiDoe Bank Transfers;
  - 4.1.2. view your DigiDoe Transaction History;
  - 4.1.3. view the balance and currency of the Electronic Money you hold in your DigiDoe Electronic Money Account.
- 4.2. Business Clients and Individual Clients may change their account details and verify their identity with us by sending us an email.
- 4.3. Both Business Clients and Individual Clients may access the DigiDoe app via web-portal at: <https://platform.digidoe.com/>

## 5. VERIFICATION OF IDENTITY

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- 5.1. If you are an Individual Client and under 18 you won't be able to apply for DigiDoe Account.
- 5.2. In accordance with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, we are obliged to conduct customer due diligence on any new Business Clients and Individual Clients. For Business Clients any such process may include any individual who owns or controls (in each case whether directly or indirectly) shares or voting rights of more than 15% or who exercises ultimate control over the management of a corporate entity or otherwise controls the entity.
- 5.3. We may conduct enhanced due diligence on you where appropriate (for Business Clients including your directors, shareholders, trustees and ultimate beneficial owners) and reserve the right to make reasonable requests for further Information if there is reasonable cause to do so.
- 5.4. All Business Clients and Individual Clients, agree to cooperate with all requests made by us or any of our third-party service providers on our behalf in connection with your DigiDoe Account, to identify or authenticate your identity or validate your funding sources or DigiDoe transactions. For Business Clients this will also include verifying the identity of any of your directors, shareholders, trustees, partners and/or ultimate beneficial owners. DigiDoe app Users may be required to provide supplemental Information to us that will allow DigiDoe to reasonably identify them, including verification of their information against third party databases or through other sources.
- 5.5. We reserve the right to close, suspend, or limit access to your DigiDoe Electronic Money Account and/or the DigiDoe Services in the event we are unable to obtain, verify such Information or you do not comply with our

requests under 5.1, 5.3 and 5.4 of this Agreement.

- 5.6. We may confidentially verify the information you provide us with or obtain information on you ourselves or through third parties from secure databases. Some of the searches which we or a third party may perform, such as a credit check, may leave a soft footprint on your credit history. This will not affect your credit rating. By entering into this Agreement, you confirm that you (and all your directors and ultimate beneficiary owners) consent to us or a third party on our behalf carrying out such verifications.
- 5.7. Our Business Clients must notify us immediately and in any event within two Business Days of any changes to their directors, shareholders, trustees or ultimate beneficial owners.
- 5.8. You must ensure the information on your DigiDoe Account is always accurate and up to date. If at any time we believe that your Information is outdated or inaccurate, we may contact you and request further Information or request that you go through the verification process again. We shall not be liable for any losses arising out of your failure to maintain up to date Information.
- 5.9. We have a duty to monitor our customer relationships on an ongoing basis and reserve the right to do this periodically. This may require us to make requests to you for Information. You agree to comply with all reasonable requests for Information relating to our ongoing monitoring obligations.

#### 5.10. **Onboarding Requirements**

##### **Individual Clients within the UK/ EEA**

Biometric identification documents that are accepted by DigiDoe for Simplified Due Diligence (SDD) which is subject to account restrictions detailed further below are:

- Biometric Passports (e-passports) issued by UK/EEA;
- Biometric Residence Permits (BRPs) issued to foreign nationals who have been granted permission to stay, work, or study in the UK or EU/EEA; and
- EU Settlement Scheme Cards issued to EU, EEA, and Swiss citizens and their family members residing in the UK.

SDD may be applied only for an individual who applies for a DigiDoe account, if the individual uploads via the DigiDoe online platform application –

- a valid biometric UK/EEA identity document;
- proof of address in the UK/EEA not older than 3 months: Utility bill, bank statement or letter from tax authority; and
- a 'selfie' picture while holding immediately next to his/her face the biometric ID with his/her ID picture and text clearly visible thereon,

provided that, during the application process, the applicant –

- confirms that the purpose of the DigiDoe account is for (as the case may be) use only, namely –
  - receiving from within the UK/EEA salary / pension / maintenance / student bursaries, and
  - payment to recipients within the UK/EEA for personal/household expenses/maintenance obligations; and
- accepts that the DigiDoe account –
  - has an incoming payments limit of 5,000 GBP/EUR (as the case may be) per month;
  - cross-border transactions to or from the account are limited to 1,000 GBP/EUR per month; and
  - may be placed on hold by DigiDoe if transaction monitoring and/or the personal risk profile of the client and/or any other considerations in DigiDoe's assessment of the risk, indicate that standard or enhanced due diligence (EDD) has become necessary, until such time as its requirements related to standard due diligence or EDD, as the case may be, have been met to the satisfaction of DigiDoe.

Should the individual not accept the above conditions, or should the individual accept the conditions but in due course apply for an upgrade to another account to enable larger cross-border payments or to remove the monthly incoming payments limit, then standard due diligence or EDD, as the case may be in the assessment of DigiDoe, has to be applied before such transactions may be allowed.

### **Individual Clients/ Individuals outside the UK/ EEA**

Valid identity document: Passport or National ID card.

"Selfie" picture while holding immediately next to his/her face the identity document with his/her ID picture and text clearly visible thereon.

Proof of address not older than 3 months: Utility bill, Bank statement or letter from tax authority.

Purpose for which the account is opened.

Source of wealth.

## Business Clients

Requirements will vary depending on whether the company is registered in the UK or not. DigiDoe implements a risk-based approach in managing client documentation, tailoring our requests according to each client's specific profile. Accordingly, the required supporting documents may vary. DigiDoe also reserve the right to request additional information or documentation at our discretion at any time.

Enquiries: [Compliance@Digidoe.com](mailto:Compliance@Digidoe.com)

## 6. TOP-UPS TO YOUR DIGIDOE ELECTRONIC MONEY ACCOUNT

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- 6.1. Mandatory minimum balance has to be maintained on your DigiDoe account – see Schedule 3 Fees and Pricing.
- 6.2. In order to Top-Up the Electronic Money in your DigiDoe Electronic Money Account, you will need to perform a Top-Up via a User Bank Transfer or via a Third-Party Bank Transfer or any other method we make available to you from time to time.
- 6.3. On receipt of the amount sent via User Bank Transfer or a Third-Party Bank Transfer and such amount becoming available to us, we will issue the corresponding value of Electronic Money to your DigiDoe Electronic Money Account.
- 6.4. We have a right to set limits on the amount of money you can receive through DigiDoe Services, at our reasonable discretion (for example, without limitation, to limit fraud or credit risk). If you wish to increase your receiving limit, you must provide us with any additional Information we may request.

## 7. DIGIDOE TRANSACTIONS

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- 7.1. The following are “DigiDoe Transactions”:
  - 7.1.1. “Electronic Money Exchange” means using Electronic Money in one currency to purchase Electronic Money in another currency using our Exchange Rates; and
  - 7.1.2. “DigiDoe Bank Transfer” means us redeeming Electronic Money from your DigiDoe Electronic Money Account, with or without an associated Monetary Exchange taking place, and transferring the equivalent amount of money to the Counterparty Bank Account.
  - 7.1.3. DigiDoe may refuse to execute a DigiDoe transaction with you at any time in accordance with our policies and regulations.

- 7.1.4. DigiDoe generates virtual receipts for successful DigiDoe Transactions.

## **8. EXCHANGE OF ELECTRONIC MONEY FOR FOREIGN CURRENCY**

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- 8.1. You can request and exchange of Electronic Money in your DigiDoe Electronic Money Account to Electronic Money in another currency, by sending an email to [sales@digidoe.com](mailto:sales@digidoe.com). Please note that the currencies for purchasing and storing Electronic Money in your DigiDoe Electronic Money Account are limited to those specified in your DigiDoe app. These currency options may change from time to time without prior notice from DigiDoe.
- 8.2. You will be informed via your DigiDoe app, prior to sending your money for exchange, of:
  - 8.2.1. the amount of Electronic Money you will use to purchase the amount of Electronic Money in your required currency; and
  - 8.2.2. the amount and currency of the Electronic Money you wish to purchase.
- 8.3. Please refer to Schedule 3 for Fees and Pricing. It is your responsibility to stay informed of any changes to the limits and fees applied to any exchanges.
- 8.4. By entering into this Agreement, you acknowledge that you are solely responsible for engaging in the Electronic Money Exchange. Please note that DigiDoe will not be liable for any losses you may experience as a result of you using this function.

## **9. DIGIDOE BANK TRANSFER AND MONETARY EXCHANGE**

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- 9.1. You can make a request to enter into a DigiDoe Bank Transfer by logging in to the DigiDoe app and following the on-screen instructions. You will need to enter the Counterparty Bank Account details. It is your responsibility to make sure that the details of the Counterparty and the Counterparty Bank Account (the "Unique Identifiers") are entered correctly. Any error in information may result in the DigiDoe Bank Transfer being unsuccessful or delayed. We will not be held responsible for any losses you may experience due to incorrect Counterparty Bank Account details.
- 9.2. You will be informed on the DigiDoe app, prior to confirming your request to enter into the DigiDoe Bank Transfer, of:
  - 9.2.1. the details of the Counterparty Bank Account;

- 9.2.2. the amount and currency of money you wish to send to the Counterparty; and
  - 9.2.3. the fees for the DigiDoe Bank Transfer (if any).
- 9.3. To initiate the DigiDoe Bank Transfer, you will need to confirm the details by responding to a message sent to your Mobile by our two-factor authentication system.
- 9.4. Where the Payment is in:
- 9.4.1. Sterling or Euro, we will use our reasonable commercial endeavours to ensure that the amount of the DigiDoe Bank Transfer is credited to the Counterparty's payment service provider's account by the end of the Business Day following that on which your request to enter into the DigiDoe Bank Transfer was deemed to have been received;
  - 9.4.2. a currency other than Euro or Sterling but the account of the Counterparty's payment service provider is located within the European Economic Area ('EEA'), we will use our reasonable commercial endeavours to ensure that the amount of the DigiDoe Bank Transfer is credited to that account by the end of the fourth Business Day following that on which request to enter into the DigiDoe Bank Transfer was deemed to have been received; and
  - 9.4.3. a currency other than Euro or Sterling and the account of the Counterparty's payment service provider is located outside the EEA, we will make reasonable efforts to process the DigiDoe Bank Transfer as soon as possible.
- 9.5. If the currency of the Counterparty Bank Account (in accordance with the information provided by you on the DigiDoe app) is different to the currency of the Electronic Money you are using to enter into the DigiDoe Bank Transfer, we will perform a Monetary Exchange to the appropriate currency before sending the money to the Counterparty Bank Account. In such cases, you will be informed of the Exchange Rate for the currency conversion before confirming the DigiDoe Bank Transfer.
- 9.6. Unless otherwise specified by applicable law, you cannot cancel or withdraw your request for the DigiDoe Bank Transfer once it has been initiated.
- 9.7. In addition to what was mentioned in Clause 9.6, you may revoke or cancel a payment instruction for a future DigiDoe Bank Transfer at any time before the payment is processed through the DigiDoe app.
- 9.8. Once the DigiDoe Bank Transfer has been completed, you will be able to view the completed DigiDoe Bank Transfer on the DigiDoe Transaction History part of the DigiDoe app.

- 9.9. If, for whatever reason, the funds are not deposited in the Counterparty Bank Account and are returned to DigiDoe, they will be converted into the currency of the Electronic Money they were originally withdrawn from. Due to the variations in currency exchange rates, the amount of Electronic Money you receive back into your DigiDoe Electronic Money Account may be higher or lower than the originally amount used for the DigiDoe Bank Transfer. Please note that DigiDoe is not liable for any losses you may experience in this respect.

## **10. RECEIVE ELECTRONIC MONEY**

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If you receive Electronic Money into your DigiDoe Electronic Money Account, we will display the payment in your DigiDoe Transaction History as soon as it is reasonably practicable.

## **11. EXCHANGE RATES**

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You can find the live exchange rates on the DigiDoe app for the relevant currency that is offered to you (“Exchange Rates”) and you will be informed of the exact Exchange Rate for each DigiDoe Transaction before to your entry into the same. It is your responsibility to ensure that you are happy with the Exchange Rate we offer you before entering into each DigiDoe Transaction. A breakdown of any additional fees that may be shown when entering into a DigiDoe Transaction and can be found in the Fees and Pricing Section and our website.

## **12. AUTO CONVERSION**

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Should you receive funds in your account in a currency that is different from the currency or currencies you selected for your account, then the funds received will automatically be converted to the currency you first selected for your account, and the fee charged for such a conversion will be charged at the Auto Conversion Rate specified under “Fees and Pricing” on our website [www.digidoe.com](http://www.digidoe.com)

## **13. YOUR BALANCE AND NEGATIVE BALANCE**

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- 13.1. You acknowledge that balances and available funds displayed on the DigiDoe app are approximate real-time balances, and they do not reflect the settled balances in your DigiDoe Electronic Money Account. A real-time balance may not take into account pending debits and credits. DigiDoe will provide you with information about pending debits and credits once it becomes available.

- 13.2. If for any reason (including, but not limited to, any technical errors on our behalf or on behalf of our third-party providers) you have a balance in your DigiDoe Electronic Money Account which is below the minimum balance applicable (as communicated by us to you) to your DigiDoe Electronic Money Account, you agree to immediately Top-Up the required amount to correct the negative balance, such amounts being due without the need for previous notification. If you fail to do so:
- 13.2.1. we may exercise our right of set-off in accordance with Clause 18 (our Right to Set-Off) of this Agreement;
  - 13.2.2. in order to receive the monthly management fee as outlined in clause 6.1 of this Agreement, we reserve the right to request that you top-up your DigiDoe Electronic Money Account;
  - 13.2.3. initiate a chargeback procedure for any specific transaction which led to your DigiDoe Electronic Money Account having a negative balance;
  - 13.2.4. take debt collection measures including but not limited to mandating a debt collection agency or solicitors or pursuing the claim in court. We reserve the right to charge you the expenses we reasonably incur in connection with any debt collection or enforcement efforts.

## 14. SECURITY

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- 14.1. You, and in the case of you being a Business Client your Authorised Representatives, must ensure that you take all reasonable steps to:
- 14.1.1. keep your login details safe and secure; and
  - 14.1.2. keep your access to the DigiDoe app safe and secure.
- 14.2. For the avoidance of doubt, the requirement in Clause 14.1 includes, but is not limited to, you and in the case of you being a Business Client your Authorised Representatives:
- 14.2.1. logging out from DigiDoe app every time you are not using it;
  - 14.2.2. keeping the Mobile you use to gain access to the DigiDoe app safe and secure and locked with a secure password or another security mechanism;
  - 14.2.3. not writing down or telling anyone your login details;
  - 14.2.4. changing your password regularly;

- 14.2.5. if you receive any SMSs or emails, questionnaires, surveys, or other links that require you to provide your login details, not providing your information and contact our customer services team via DigiDoe app;
  - 14.2.6. ensuring that the e-mail account(s) you use to communicate with us are secure and only accessed by you;
  - 14.2.7. if at any time you think that your login details have been lost, stolen or any other person knows your login details or anyone has access to your e-mail account or Mobile you use to communicate with us, inform customer services immediately.
- 14.3. All DigiDoe Transactions are processed by automated methods, and anyone who obtains access credentials to the DigiDoe app could use it to enter into DigiDoe Transactions without your permission. If you notice misuse, theft or unauthorised use of your DigiDoe app or any other activity that makes you suspicious, you must contact us immediately by email: support@DigiDoe.com. If you suspect identity theft or theft of Electronic Money, we suggest that you contact your local police as well.

## **15. RESTRICTIONS ON THE USE OF THE DIGIDOE SERVICES**

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- 15.1. Your DigiDoe Account is subject to the restrictions set out in Schedule 2 (the "Restricted Activities").
- 15.2. Subject to the Regulations we may refuse your payment instruction because we consider you to be in violation of this Agreement or we reasonably believe the payment to be illegal. Where possible, DigiDoe will provide you with the relevant information regarding the actions imposed, but we may be unable to do so in accordance with the appropriate law including avoiding sharing protected third-party information or interfering in the course of an investigation. In these circumstances, we shall promptly notify you using your supplied contact details, stating wherever possible the reasons for our refusal.
- 15.3. If DigiDoe, in its sole discretion, believes that you may have violated any provision of this Agreement, we may take action to protect ourselves, other Users and third parties. The action we may take includes but is not limited to:
- 15.3.1. closing, suspending, or limiting your access to your DigiDoe Electronic Money Account or any or all of the DigiDoe Services;
  - 15.3.2. contacting other Users who have transacted with you; contacting your bank or credit card issuer; and/or warning other Users, law enforcement, or impacted third parties of your actions;

- 15.3.3. updating inaccurate Information, you have provided to us;
  - 15.3.4. taking legal action against you;
  - 15.3.5. terminating this Agreement or access to the Website;
  - 15.3.6. fully or partially reversing a DigiDoe Transaction; and/or
  - 15.3.7. blocking your access to your DigiDoe Electronic Money Account and/or DigiDoe app temporarily or permanently.
- 15.4. If you are a Business Client we reserve the right to refuse to perform a DigiDoe Transaction directly or indirectly associated with a Designated Person or in the event that we consider that doing so would or might give rise to a risk of DigiDoe or any other person violating any sanctions, anti-money laundering or counter-terrorist financing legislation or any other applicable law.
- 15.5. In the event that you are or become a Designated Person any accounts that you hold with us will immediately be frozen in accordance with applicable sanctions laws and/or regulations and a report will be made to the relevant sanctions enforcement authority, which in the UK is the UK Office of Financial Sanctions Implementation ("OFSI").
- 15.6. You must ensure that you only enter into DigiDoe Transactions relating to the sale or supply of goods and services in compliance with all applicable laws and regulations. The fact that a person or entity accepts payments via a DigiDoe Transaction is not an indication of the legality of the supply or provision of the goods and services.

## **16. DIGIDOE TRANSACTION LIMITS**

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Your DigiDoe Transactions may be subject to funding, payment, or conversion limits due to security and legal requirements, as determined by us from time to time at our reasonable discretion. In some cases, we may ask you to answer security questions or to complete other processes. If we are legally able to, we will provide written notification as soon as is reasonably possible after deciding to impose funding or payment limits.

## **17. SUSPENDING YOUR USE OF THE DIGIDOE SERVICES**

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We reserve the right to change, suspend or discontinue any aspect of the DigiDoe Services either in its entirety or solely in relation to a specific DigiDoe User, at any time, including hours of operation or availability of the DigiDoe Services or any DigiDoe Services feature, without notice and without liability.

## 18. OUR RIGHT TO SET-OFF

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- 18.1. On the happening of any event which entitles us to be compensated by you (including, but not limited to, any technical errors on our behalf or on behalf of our third-party providers), we shall be entitled to recover any sum due to us by retaining part or all of any sum that you have lodged with us under any DigiDoe Transaction or otherwise. You shall have no similar right of set-off. For the avoidance of doubt, this includes if one of the currency balances in your DigiDoe Electronic Money Account shows that you owe us an amount of funds for any reason or has a negative balance, DigiDoe may set-off the amount you owe us by using funds you maintain in that currency or in a different currency balance or by deducting amounts you owe us from the money you receive into your DigiDoe Electronic Money Account, or money you attempt to withdraw or send from your DigiDoe Electronic Money Account or in a different DigiDoe Electronic Money Account which you control and by deducting funds from any withdrawals you attempt to make.
- 18.2. If the amount owed to us is in a currency which is different to the money or Electronic Money you hold with us, we shall convert the amount you hold with us to the currency of the amount you owe us by applying our Exchange Rates. We do not need to notify you of this conversion occurring.

## 19. OUR LIABILITY

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- 19.1. Except where you have acted fraudulently, you will not be liable for any losses incurred in respect of a DigiDoe Bank Transfer which was not authorised by you which occurs after you have notified us, without undue delay, on becoming aware of the loss, theft, misappropriation or unauthorised use of the DigiDoe app.
- 19.2. In accordance with the provisions of Clause 19.1 above, you must notify us without any delay after becoming aware of the unauthorised or incorrectly executed DigiDoe Bank Transfer, but in any event by no later than 13 months after the debit date of the DigiDoe Transaction.
- 19.3. We shall not be liable for non-execution or defective execution in relation to a DigiDoe Bank Transfer we have made in accordance with a Unique Identifier given to us by you which proves to be incorrect. However, we shall make reasonable efforts to recover funds involved in that transaction and may charge you for doing so, including passing on to you charges made by intermediary banks and/or the payee's bank for their assistance in the tracing process.
- 19.4. We are not liable to you for the correct execution of a DigiDoe Bank Transfer if we can prove to you (and where relevant, to any payee's payment services provider) that the payee's payment services provider received the payment within the appropriate time period. We will however, upon your request, make efforts to trace any non-executed or defectively executed

payment transactions or any DigiDoe Bank Transfers which were correctly executed to an account which is deemed fraudulent and notify you of any outcome involving our search.

19.5. Please note any restriction on your liability in relation to unauthorised or incorrectly executed payment transactions set out in the Regulations does not apply to losses in relation to Electronic Money Exchanges or Monetary Exchanges.

19.6. DigiDoe shall not be liable to you for any:

19.6.1. delay or failure to perform our obligations under this Agreement (including any delay in payment) by reason of any cause beyond our reasonable control including but not limited to any action or inaction by you or any third party, any Force Majeure Event, bank delay, postal delay, failure or delay of any fax or electronic transmission, any accident, emergency, Act of God or any abnormal or unforeseeable circumstances; or

19.6.2. losses as a result of a requirement imposed on us by the Regulations or our obligations under the laws of any country in which we operate or whose regulations or any part thereof are applicable to us.

19.7. Individual Clients:

19.7.1. You will use the account only for payments where you are the named payer or payee and the funds relate to you. You will not use the account to (a) receive or pass funds for third parties, (b) operate any form of escrow, pooling or settlement for others, or (c) provide payment services to others unless we have given prior written approval.

19.7.2. You will promptly provide information or evidence we reasonably request regarding the source of funds, the purpose of a transaction, and your ownership of funds. We may delay, refuse, or reverse a payment.

19.7.3. DigiDoe will not be liable for any loss of profit, loss of business, business interruption, or missed business opportunities you incur arising from (i) our refusal, delay or reversal of payments, or (ii) your use of a personal account in breach of this clause. This does not exclude or limit any liability that cannot be excluded under applicable law, and your statutory rights are not affected.

19.7.4. Tax compliance and disclosures. You are solely responsible for assessing, reporting and paying all taxes arising from your use of the account. We may request relevant information we reasonably require to meet our legal and regulatory obligations.

- 19.8. As an Individual Client this Agreement do not diminish your legal rights as a consumer. For more information, please consult the websites of the Competition and Markets Authority or the Financial Ombudsman Service. This Agreement do not exempt or restrict our liability to you if such exemption or restriction is prohibited by law. We hold responsibility for any reasonably foreseeable loss or damage directly caused by our actions. By "reasonably foreseeable," we mean losses that could have been expected or should have been expected. This includes situations where we breach this Agreement or fail to exercise reasonable care or skill in providing services to you. We shall not be held liable for any loss or damage, whether direct or indirect, arising from events beyond our reasonable control. Furthermore, we cannot be held responsible for any loss or damage, both direct and indirect, if such occurrences were unavoidable despite our diligent efforts and reasonable care. Therefore, if your losses result from unforeseeable circumstances or circumstances beyond our reasonable knowledge, you will not be eligible to claim reimbursement for the financial losses incurred.
- 19.9. You are responsible for all liabilities, financial or otherwise, incurred by DigiDoe, a DigiDoe User, or a third party caused by or arising out of your breach of this Agreement, your use of the DigiDoe Services, and any use of your DigiDoe Account. You agree to reimburse DigiDoe, a DigiDoe User, or a third party for any and all such liability, to the extent not prohibited by applicable law.
- 19.10. You remain liable under this Agreement in respect of all charges and other amounts incurred through the use of your DigiDoe Account at any time, irrespective of termination, suspension or closure.
- 19.11. You alone are responsible for understanding and complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to you in connection with your use of the DigiDoe Services, including but not limited to, those related to export or import activity, taxes or foreign currency transactions. You are liable to the state and other subjects for the fulfilment of all tax obligations independently. DigiDoe shall not be responsible for the execution of tax obligations, or calculation and transfer of taxes applied to you.
- 19.12. You agree to defend, reimburse or compensate us (known in legal terms to "indemnify") and hold DigiDoe, our third-party providers, our employees or agents who are authorised to act on our behalf harmless from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of your breach of this Agreement, breach of any law and/or use of the DigiDoe Services.
- 19.13. Nothing in this Agreement shall operate to exclude liability for death or personal injury or for fraud or fraudulent misrepresentation or for any liability

that cannot be excluded or amended by law.

- 19.14. In no event shall DigiDoe be liable for loss of profits or any special, incidental or consequential damages arising out of this Agreement or otherwise in connection with the DigiDoe Services, howsoever arising.
- 19.15. To the maximum extent permitted by applicable law, DigiDoe is not liable, and you agree not to hold it 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:
- 19.15.1. your inability to use the DigiDoe Services for whatever reason;
  - 19.15.2. delays or disruptions in the DigiDoe Services;
  - 19.15.3. viruses or other malicious software obtained by accessing the Website or any associated site or service;
  - 19.15.4. glitches, bugs, errors, or inaccuracies of any kind in the DigiDoe Services;
  - 19.15.5. the content, actions, or inactions of third parties, specifically including an event whereby a bank with whom we have opened a Safeguarding Account makes the decision to freeze that Safeguarding Account;
  - 19.15.6. a suspension or other action is taken with respect to your DigiDoe Account;
  - 19.15.7. your need to modify practices, content, or behaviour, or your loss of or inability to do business, as a result of changes to this Agreement or DigiDoe's policies;
  - 19.15.8. illegal actions and operations of third persons performed using counterfeited and/or illegal documents or illegally received data.

## **20. WITHDRAWING FUNDS**

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- 20.1. You may withdraw funds from your DigiDoe Electronic Money Account by entering into a DigiDoe Bank Transfer and choosing a User Bank Account as the Counterparty Bank Account or by using any other available method on the DigiDoe app or otherwise notified to you from time to time.

- 20.2. DigiDoe is not responsible for the withdrawal payment once the funds are received by your payment service provider as DigiDoe is the payer and not the payment service provider for withdrawals.

## **21. CLOSING YOUR ACCOUNT**

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- 21.1. Your DigiDoe Account will be closed at the end of the term of this agreement or upon the termination of this Agreement in accordance with Clause 27 (Amendments to this Agreement) and Clause 30 (Termination).
- 21.2. If your DigiDoe Electronic Money Account holds a balance at the time of its closure, we may ask you to withdraw your funds within a reasonable period of time, during which your DigiDoe Electronic Money Account will be accessible for the purpose of withdrawing the remaining balance only. After the expiry of this period you will not be able to access your DigiDoe Electronic Money Account but you may withdraw any remaining funds for a period of six years from the date of closure of your DigiDoe Account by contacting customer service and requesting that the funds be sent to you by returning the funds by either a card refund or bank transfer. When your DigiDoe Account is closed, any pending instructions will be cancelled. In the event that your DigiDoe Account is closed less than six months following its funding date, the early account closing fee will be charged in the amount by which the aggregate monthly fees that would be payable for the first six months of the account operation exceed the amount of monthly fees actually paid by you prior to the closing of the account.
- 21.3. You may not close your DigiDoe Account to evade an investigation. If you attempt to close your DigiDoe Account while DigiDoe is conducting an investigation, it may freeze the account to protect all parties to the DigiDoe Services, its affiliates, or a third party against any liability. You will remain liable for any obligations related to your DigiDoe Account even after it is closed.

## **22. NOTICE AND COMMUNICATIONS**

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- 22.1. You agree and consent to electronic receipt of all Communications that we provide in connection with the DigiDoe Services. We will provide Communications to you by making them available on the DigiDoe app in a way that enables you to retain the information in print format or another format that can be retained by you permanently for future reference or by emailing them to you at the primary email address listed in your DigiDoe Account Profile.
- 22.2. You agree to keep copies of all Communications we send or make available to you.
- 22.3. It is your responsibility to ensure that you log onto the DigiDoe app regularly and regularly review the DigiDoe app, the Website and your primary

email address and open and review Communications that we deliver to you through those means. You are obligated to review your notices and DigiDoe Transaction History, and to promptly report any questions, apparent errors, or unauthorised DigiDoe Transactions. Failure to contact us in a timely manner may result in loss of funds or important rights.

- 22.4. We may contact you from time to time to notify you of changes or information regarding your DigiDoe Account. It is your responsibility to ensure you regularly check the DigiDoe app and that the contact information stored on your profile in the DigiDoe app is up to date. You may contact us in accordance with this Agreement via the chat function on the DigiDoe app.

## **23. DATA**

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- 23.1. The following definitions shall apply to this clause 23:

Agreed Purposes: the provision by us of the services outlined in clause 1.1.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Permitted Recipients: DigiDoe, our employees, and any third parties engaged or authorised by us to perform obligations in connection with this Agreement.

Shared Personal Data: the personal data to be provided by you for the Agreed Purposes. Shared Personal Data shall be confined to the categories of data set out in the DigiDoe Privacy Policy (as amended from time to time) relating to your employees, officers, shareholders, agents, and other individuals in respect of whom you provide personal data to us for the Agreed Purposes.

- 23.2. You and DigiDoe agree that, in relation to the Shared Personal Data, we are both acting as independent controllers. If the determination in this clause 23.2 changes, you agree to make any changes to this clause 23 that are necessary to comply with the Data Protection Legislation.

- 23.3. DigiDoe will process the Shared Personal Data in accordance with DigiDoe Privacy Policy (as amended from time to time).
- 23.4. You shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by you shall, if not remedied within 30 days of written notice from us, give grounds to us to terminate this Agreement with immediate effect.
- 23.5. You shall:
- (a) ensure that you have all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes; and
  - (b) give full information to any data subject whose personal data may be processed under this agreement of the nature of such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees.
- 23.6. You shall in relation to the Shared Personal Data:
- 23.6.1. promptly inform us about the receipt of any data subject rights request;
  - 23.6.2. provide us with reasonable assistance in complying with any data subject rights request;
  - 23.6.3. assist us, at your cost, in responding to any request from a data subject and in ensuring compliance with our obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
  - 23.6.4. notify us without undue delay on becoming aware of any breach of the Data Protection Legislation;
  - 23.6.5. use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers; and
  - 23.6.6. maintain complete and accurate records and information to demonstrate your compliance with this clause 23.

- 23.7. By accepting this Agreement, you agree to us using your information to make and receive payments on your DigiDoe Account. You acknowledge that we will process your personal data to perform a contractual obligation subject to this Agreement. If you wish for us to not to use your information, we will close your DigiDoe Account, but we may retain your personal data and utilise it within the limits of lawful grounds. This includes retaining records necessary for regulatory compliance, as specified in our Privacy Policy. To ensure the security of DigiDoe, we may share your data with third parties, such as fraud prevention agencies. For further details, please refer to our Privacy Policy.
- 23.8. You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with the breach of the Data Protection Legislation by you, your employees, officers, or agents, provided that we give a prompt notice of such claim and full information about the circumstances giving rise to it.
- 23.9. We may record telephone calls and retain recordings at our discretion.

## **24. INTELLECTUAL PROPERTY**

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- 24.1. The DigiDoe app and the Website and all intellectual property rights contained therein, including but not limited to any content, are owned or licensed by us. Intellectual property rights include rights such as copyright, trademarks, domain names, design rights, database rights, patents, and all other intellectual property rights of any kind whether they are registered or unregistered (anywhere in the world). DigiDoe's intellectual property includes "DigiDoe" and all logos related to the DigiDoe Services. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade address of DigiDoe. You may not copy, imitate, or use them without our prior written consent.
- 24.2. We reserve all of our rights in any intellectual property in connection with this Agreement. This means, for example, that we remain owners of them and are free to use them as we see fit.
- 24.3. Nothing in this Agreement grants you any legal rights in the DigiDoe app and/or the Website, other than as necessary to enable you to access the DigiDoe app. You agree not to adjust or try to circumvent or delete any notices contained on the DigiDoe app (including any intellectual property notices) and in particular in any digital rights or other security embedded or contained within the DigiDoe app.

## 25. REQUESTING INFORMATION

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You may request, at any time during the extent of this Agreement, a copy of this Agreement and any of the information set out in Schedule 4 of the Payment Services Regulations 2017.

## 26. CUSTOMER SUPPORT AND COMPLAINTS

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- 26.1. We take all complaints seriously. Any complaints about us or the services we provide should be addressed to [info@digidoe.com](mailto:info@digidoe.com). You should clearly indicate that you are wishing to make a complaint to us. This helps us to distinguish a complaint from a mere query. Our complaints procedure sets out the process for submitting and resolving any complaints. You may request a copy of our complaints procedure at any time by contacting customer service.
- 26.2. A final response to your complaint, or a letter explaining why the final response has not been completed, will be sent to you within 15 Business Days of your complaint having been made, and in exceptional circumstances, within 35 Business Days (and we will let you know if this is the case). Should this not be possible due to unforeseen circumstances or lack of Information, we will contact you.
- 26.3. If after having received our final response, you are still unhappy or not satisfied, you may, if your complaint falls within the Financial Ombudsman's Jurisdiction, be able to take your complaint to the Financial Ombudsman Service (FOS) details of which are available on the following link: <https://www.financial-ombudsman.org.uk/faqs>. You can also call the FOS on 0800 023 4567 (free for most people ringing from a fixed line) or 0300 123 9123 (cheaper for those calling using a mobile) or 44 20 7964 0500 (if calling from abroad) or write to: The Financial Ombudsman Service, Exchange Tower, London E14 9SR Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).
- 26.4. If after having received our final response you are still unhappy or not satisfied, and you are not eligible to bring your claim to the FOS, then the parties will attempt to settle your complaint by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) model mediation procedure.
- 26.4.1. unless otherwise agreed between us, the mediator shall be nominated by CEDR.
- 26.4.2. to initiate the mediation, a party must serve notice in writing to the other party, requesting a mediation. A copy of the notice should be sent to the CEDR.

- 26.4.3. if the dispute is not resolved within 35 Business Days after service of the notice, or the mediation terminates before the expiration of the said period of 35 Business Days, the dispute shall be finally resolved by the courts of England and Wales in accordance with clause 31.3.

## 27. AMENDMENTS TO THIS AGREEMENT

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- 27.1. This Agreement may be amended unilaterally by us, by providing you with two weeks' written notice of the change in our Terms and Conditions. These changes will be deemed to have been accepted by you if you continue using your DigiDoe account after the expiry of the two weeks notice period. If you do not accept the changes then you must inform DigiDoe accordingly by email sent to [compliance@digidoe.com](mailto:compliance@digidoe.com) before the expiry of the two weeks' notice period, in which event your notification will be deemed to be a notice that you wish to close your DigiDoe Account and terminate this Agreement on the date upon which the changes are to take effect.
- 27.2. Where an amendment to the Terms is required by law or relates to the addition of a new service, extra functionality to an existing service, a reduction in the cost of the services provided or any other change which neither reduces your rights nor increases your responsibilities, the amendment may be made without prior notice to you and shall be effective immediately.
- 27.3. If you are an Individual Client, we can make changes, in your favour, to this Agreement and charges for any reason. We can also make proportionate adjustments for any other valid and fair reason that affects us or your DigiDoe Account. In the event that we implement changes that clearly benefit you, we will notify you once the changes have been made. However, if the changes are not clearly advantageous to you, we will provide you with a two-month notice and explain our reasons through the most secure means, either via your DigiDoe Account or your email. If you do not agree to these changes, you have the option to inform us, and we will close your account without any charges. Any funds present in your account will be transferred to another account belonging to you, and any outstanding debts to us must be repaid. If we do not receive any communication from you before the changes take effect, we will assume that you are satisfied with the modifications and accept them.

## 28. FEES

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- 28.1. The fees we charge for the DigiDoe Services are set out under "Fees and Pricing" on our website [www.digidoe.com](http://www.digidoe.com). Our fees may be amended unilaterally by us, by providing you with two weeks' written notice of the change in our fees. These changes will be deemed to have been accepted by you if you continue using your DigiDoe account after the expiry of the two weeks notice period. If you do not accept the changes then you must inform

DigiDoe accordingly by email sent to [compliance@digidoe.com](mailto:compliance@digidoe.com) before the expiry of the two weeks' notice period, in which event your notification will be deemed to be a notice that you wish to close your DigiDoe Account and terminate this Agreement on the date upon which the changes are to take effect. It is your responsibility to stay informed and review these changes once we have provided you with notice of a change to our fees.

- 28.2. The fees we charge for any other transactional fees are clearly shown on the DigiDoe app prior to you completing an action and accepted by you or a User.
- 28.3. The monthly management fees that you need to pay shall be paid in advance, from the 15th of the preceding calendar month to the 15th of the relevant month. These fees will be applicable for the time during which you maintain your DigiDoe Electronic Money Account with us.
- 28.4. We shall deduct the fees that you owe us from your DigiDoe Electronic Money Account in a currency selected at our discretion. If the balance in the selected currency in your DigiDoe Electronic Money Account is insufficient to meet the fees that you owe us, we shall deduct the equivalent fees from one or more different currency balance(s) using our Exchange Rates. We reserve the right to suspend your access to your DigiDoe Services if we are not paid any monies.
- 28.5. Your account might be a subject to an annual compliance, security and testing review at the additional charge depending on your risk score. The charge might be waived for active accounts.
- 28.6. If during the course of having an account with DigiDoe, our compliance team has to address the client's legal proceedings, requests from various licensing organisations, law enforcement agencies, client's legal or management teams, we reserve the right to charge the client an additional compliance fee on an hourly basis, depending on the seniority of the DigiDoe's team involved in dealing with such requests from GBP 120 to 240 plus VAT per hour. In addition, DigiDoe reserves the right to charge the client legal fees of the outside legal counsel that DigiDoe would have to retain to deal with the client's account and any matters associated with it.
- 28.7. If during the course of having an account with DigiDoe, our senior management team has to address the client's legal proceedings, requests from various licensing organisations, law enforcement agencies, client's legal or management teams, we reserve the right to charge the client an additional fee on an daily basis, depending on the seniority of the DigiDoe's team involved in dealing with such requests at a daily rate of GBP 1,800 plus VAT or/ and GBP 250 plus VAT per hour. In addition, DigiDoe reserves the right to charge the client legal fees of the outside legal counsel that DigiDoe would have to retain to deal with the client's account and any matters associated with it.
- 28.8. If during the course of having an account with DigiDoe, our compliance team will become aware of the client not disclosing any material information

concerning the client himself of his business/es which would either put the client into a different category of the DigiDoe client account or/ and will prevent the client from becoming DigiDoe's client altogether, we reserve the right to charge the client an additional compliance fee on an hourly basis, depending on the seniority of the DigiDoe's team involved in dealing with such requests from GBP 120 to 240 plus VAT per hour. Upon discovery of such new information, we reserve the right to either charge the client the correct account category fee automatically rolling from the date of account opening regardless of the initial wrong category allocation with all the applicable rules to the correct account category or to close the account, effective immediately.

Please liaise with the DigiDoe team at [compliance@digidoe.com](mailto:compliance@digidoe.com) for more details.

## **29. NO WARRANTY**

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- 29.1. DigiDoe Services are provided on an "as is" and "as available" basis and without any representation or warranty, whether express, implied or statutory. DigiDoe, and their officers, directors, agents, joint venturers, employees, suppliers and Affiliates, make no representation or warranty of any kind whatsoever for the services or the content, materials, information and functions made accessible by the DigiDoe Services used on or accessed through the DigiDoe Services, or for any breach of security associated with the transmission of sensitive information through the DigiDoe Services.
- 29.2. If you are an Individual Client, we may be accountable to you for any loss and damage that we may cause, as long as it was reasonably expected or foreseeable. This includes situations where we violate this Agreement or fail to provide services to you with reasonable care and skill.
- 29.3. DigiDoe does not warrant that the DigiDoe Services will be uninterrupted or error free. DigiDoe shall not be responsible for any service interruptions, including, but not limited to, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of DigiDoe Transactions or the DigiDoe Services.
- 29.4. DigiDoe does not have any control over the products or services that are paid for using the DigiDoe Services.
- 29.5. DigiDoe is not responsible for the quality, performance, or any consequential results of the products and/or services purchased using the DigiDoe Services.

## **30. TERMINATION**

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- 30.1. DigiDoe may terminate this agreement with you at any time, by giving you two weeks' written notice. The termination of this Agreement will not

affect any of our rights or your obligations arising under this Agreement.

30.2. You may terminate this agreement at any time by providing DigiDoe with two weeks' written notice by email to [compliance@digidoe.com](mailto:compliance@digidoe.com) .

30.3. Without prejudice to any rights that have accrued under this Agreement, or any party's other rights or remedies, either party may at any time terminate this Agreement with immediate effect by giving written notice to the other party if:

30.3.1. the other party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

30.3.2. the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

30.3.3. the other party is subject to bankruptcy, insolvency, winding up or other similar event; and/or

30.3.4. the result of laws, payment scheme rules, regulatory authority rules or guidance or any change in or any introduction thereof (or change in the interpretation or application thereof) means that it is unlawful or contrary to any such law, rules, order or regulations for either of the parties to perform or give effect to any of its obligations hereunder and such obligation cannot be readily severed from this Agreement.

30.4. Without prejudice to any rights that have accrued under this Agreement or any of the party's rights or remedies, we may at any time terminate this Agreement with immediate effect by giving written notice to you if:

30.4.1. we are unable to verify your Information in the manner set out in this Agreement;

30.4.2. an administrative or another receiver, administrator, manager, trustee in bankruptcy or similar officer is appointed to the whole or any part of the assets of the User or any Affiliate requests any person to appoint such a receiver, administrator, manager, trustee in bankruptcy or similar officer in respect of the User (extending to the equivalent legal process out of the UK which would otherwise indicate an event of insolvency);

- 30.4.3. any order is made or any effective resolution is passed or a petition is presented or other steps are taken (extending to the equivalent legal process out of the UK which would otherwise indicate an event of insolvency) for:
- (a) the winding up, dissolution or liquidation of the User;
  - (b) the making of an administration order against the User; or
  - (c) the notice of the appointment of an administrator in respect of the User;
- 30.4.4. you are or become a Designated Person;
- 30.4.5. we have reason to believe that your use of the DigiDoe Services damages, corrupts, degrades, destroys and/or otherwise adversely affects the DigiDoe Services, or any other software, firmware, hardware, data, systems or networks accessed or used by you;
- 30.4.6. there is a significant fluctuation (either positive or negative) in the aggregate number of DigiDoe Transactions you enter into;
- 30.4.7. you have acted or omitted to act in any way which we reasonably determine to diminish DigiDoe's business operations and/or reputation and/or goodwill which we reasonably determine or suspect to give rise to any offence or any increased risk or liability to us; and/or
- 30.4.8. we are unable to provide the DigiDoe Services to you through the inability of any third party to provide us with any good and/or service that we require to provide the DigiDoe Services to you.
- 30.4.9. If you have breached this Agreement (including a breach of your obligation to pay us any amount owing), we are otherwise entitled to terminate this Agreement, or we may suspend your use of the DigiDoe Services (in whole or in part), in which case we will not treat any order for a DigiDoe Transaction that you may wish to make as being received by us, report any DigiDoe Transaction or any other relevant information about you and your use of the DigiDoe Services to the relevant regulatory authority, law enforcement agency and/or government department, and/or if appropriate, seek damages from you.

30.4.10. Termination of this agreement requires the closing of your DigiDoe Electronic Money Account in accordance with Clause 21. DigiDoe will deal with your remaining balance in accordance with this Agreement.

30.4.11. Any terms which by their nature should survive, will survive the termination of this Agreement.

## 31. MISCELLANEOUS

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31.1. In order to use other functions of the DigiDoe Services, you may be requested to accept other terms and conditions, either with DigiDoe or with a third party.

31.1.1. To be eligible to use the DigiDoe Services, you must:

31.1.2. pass our regulatory due diligence checks;

31.1.3. not be in breach of this Agreement; and

31.1.4. not have had any previous DigiDoe Account closed by us.

31.2. This Agreement shall be governed by the laws of England and any claim or dispute under this Agreement shall be subject to the exclusive jurisdiction of the Courts of England & Wales.

31.3. This Agreement do not intend to confer any benefit on any third party and no third party shall have the right to enforce this Agreement or any DigiDoe Transactions under the Contract (Rights of Third Parties) Act 1999 or otherwise.

31.4. You may not transfer or assign or sell any rights or obligations you have under this Agreement or otherwise grant any third party a legal or equitable interest over your DigiDoe Electronic Money Account without DigiDoe's prior written consent. DigiDoe reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

31.5. The Electronic Money in your DigiDoe Electronic Money Account belongs to the person or legal entity which is registered as the DigiDoe Account holder. We recognise only the rights of the holder of the DigiDoe Account. Subject to Clause 31.5, you cannot assign or transfer legal ownership of the DigiDoe Electronic Money Account to anyone.

31.6. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your DigiDoe Transactions, or for collecting, reporting or remitting any taxes arising from

any DigiDoe Transactions. You hereby agree to comply with any and all applicable tax laws in connection with your use of the DigiDoe Services, including without limitation, the reporting and payment of any taxes arising in connection with DigiDoe Transactions made through the DigiDoe Services.

- 31.7. If we fail to enforce any of our rights under the Terms, or applicable laws, it shall not be deemed to constitute a waiver of such right.
- 31.8. We may comply with any subpoena, levy, or other legal process which we believe to be valid. We may notify you of such process electronically, by phone, or in writing.
- 31.9. DigiDoe has the right to change any of its third-party service providers, with or without notice.
- 31.10. DigiDoe reserves the right, but shall have no responsibility, to edit, modify, refuse to post or remove any provider content, in whole or in part, that in its sole and absolute discretion is objectionable, erroneous, illegal, fraudulent or otherwise in violation of this Agreement.
- 31.11. Unless stated otherwise in this Agreement, if any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
- 31.12. We do not provide advice and contract on an execution only basis. We may provide information to you from time to time, for example via the DigiDoe app or the Website, but we will not and do not provide advice to you either upon the merits of a proposed DigiDoe Transaction or upon any other matter. Before entering into any DigiDoe Transaction you must make your and their own independent assessment as to whether it is appropriate to enter into a DigiDoe Transaction based upon your own judgment and upon such advice from such advisers as you consider necessary. It is an express term of every DigiDoe Transaction which you enter into with us that you are not relying upon any communication (written or oral) made by us as constituting advice about or a recommendation to enter into such DigiDoe Transaction. Foreign currency exchange rates are subject to fluctuations outside our control. Past movements or trends in the movement of foreign currency exchange rates should not be taken as an indicator of future movements in such exchange rates.
- 31.13. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 31.14. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 31.15. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

- 31.16. A company includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 31.17. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 31.18. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 31.19. This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 31.20. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 31.21. A reference to writing or written includes email.
- 31.22. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 31.23. This Agreement shall be concluded and interpreted in the English language. If this Agreement are translated into another language, it is for reference purposes only. All communications between the parties shall be in the English language.
- 31.24. Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.
- 31.25. A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 31.26. References to Clauses and Schedules are to the Clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 31.27. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 31.28. The definitions set out in Schedule 1 apply to this Agreement.

31.29. This Agreement incorporate the provisions of the Supplemental Documents and the Schedules. The Terms, the Supplemental Documents and the Schedules should therefore be read in conjunction with each other.

## SCHEDULE 1 – DEFINITIONS

"Affiliate" means a person or entity that directly or indirectly controls, is controlled by, or is under common control with another person or entity;

"Allowance" means an amount of money that is given for a specific purpose.

"Auto Conversion Order" has the meaning set out in Clause 12.1;

"Automated Clearing House" (ACH) means an electronic network for financial transactions in the United States that processes large volumes of credit and debit transactions in batches.

"Authorised Representatives" has the meaning set out in Clause 1.2.3;

"Balance" means the amount of money held in an account at a particular time.

"Broker" means a person or entity that buys and/or sells goods or services on behalf of another party represented by the broker.

"Business Client" means the owner of a Digidoe Business account which could be a corporation, partnership, sole proprietorship, or other entity, which engages with DigiDoe to access financial services and products for commercial purposes.

"Business Day" means a day, other than a Saturday, Sunday or a public holiday in England, when banks in London are open for business;

"Charity" means a body whose annual income is less than £1 million and is:

(a) in England and Wales, a charity as defined by section 1(1) of the Charities Act 2011;

(b) in Scotland, a charity as defined by section 106 of the Charities and Trustee Investment (Scotland) Act 2005; or

(c) in Northern Ireland, a charity as defined by section 1(1) of the Charities Act (Northern Ireland) 2008;

“Commission” means an amount of money, typically a set percentage of the value of a commercial transaction, paid to an agent who facilitated the transaction.

"Communications" means the information provided relating to your DigiDoe Account or any DigiDoe Transaction including, but not limited to, any agreements and policies you agree to (e.g. this Agreement), including updates to these agreements or policies, disclosures and notices, including prospectuses and reports for transaction receipts or confirmations, DigiDoe Account statements and history, and payment authorisations and transaction receipts or confirmations, documents, and any other information related to your DigiDoe Account or the DigiDoe Services;

"Individual Client" means an individual who, in contracts for payment services to which the Regulations apply, is acting for purposes other than a trade, business or profession;

“Cookie Policy” means the cookie policy relating to the Website;

“Counterparty” means the person you wish to send Electronic Money to;

“Counterparty Bank Account” means the bank account of the Counterparty;

"Designated Person" means the definition set out in Clause 1.5.1;

"DigiDoe", "we", "us", or "our" means DigiDoe Limited, trading as DigiDoe, the details of which are set out in Clause 2.1;

“DigiDoe Account” means your relationship with us as described in this Agreement;

"DigiDoe Account Profile" means your profile is accessible on the DigiDoe app where you can view, among other things, your details;

“DigiDoe Bank Transfer” has the meaning set out in Clause 7.1.2;

“DigiDoe app” has the meaning set out in Clause 4.2;

“DigiDoe Electronic Money Account” means an account with us in which Electronic Money is held;

"DigiDoe Services" means you being given access to the DigiDoe app via the Website and being able to enter into DigiDoe Transactions and the management of your DigiDoe Account;

“DigiDoe Transactions” has the meaning set out in Clause 7.1;

“DigiDoe Transaction History” means the list of DigiDoe Transactions you have entered into, which are available on the DigiDoe app;

“DigiDoe User” means an Individual Client or Business Client using DigiDoe Services;

“Electronic Money” means electronically stored monetary value as represented by a claim on DigiDoe Limited which is issued on receipt of funds for the purpose of making payment transactions and is accepted by a person other than DigiDoe Limited;

“Electronic Money Exchange” has the meaning set out in Clause 7.1.1;

“EMD Agent” means a person or organization who provides payment services on behalf of an FCA registered Electronic Money Institution (EMI). This agreement enables the EMD Agent to utilize the principal EMI Licence to provide payment services to a network of clients. For more information on how the EMD Agent Agreement, please reach out to us at [sales@digidoe.com](mailto:sales@digidoe.com)

“Exchange Rate” has the meaning set out in Clause 11;

“FCA” means the Financial Conduct Authority of the United Kingdom whose address is 12 Endeavour Square, London, E20 1JN, United Kingdom. Further information on the FCA can be obtained on the FCA’s website at [www.fca.org.uk](http://www.fca.org.uk);

“Fees and Pricing Section” means the fees we charge in relation to the DigiDoe Services which are set out in Schedule 3;

“Force Majeure Event” means an event which is beyond the reasonable control of an affected party including without limitation fire, flood, drought, earthquake, another natural disaster, explosion, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, the threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, any market disruption, any law or any action taken by a government or public authority, any labour or trade dispute, strike or industrial action, or any breakdown, failure, defective performance or malfunction of any telecommunications settlement, utility service, or other equipment or system;

“Foreign Exchange” (FOREX) means the conversion of one currency into another, typically used for trading purposes on the global financial market.

FOREX Commission” means a percentage fee charged for foreign exchange transactions “exceeding the Free FOREX Exchange allowance.

“Free FOREX Exchange” means the total amount of foreign exchange transactions allowed without incurring additional fees, provided in GBP or equivalent in EUR and USD.

“Free Local (EEA) Transfers – SEPA” means the number of free local transfers within the European Economic Area (EEA) via Single Euro Payments Area (SEPA) allowed per month.

“Free Local (UK) Transfers – FPS” means the number of free local transfers within the UK via Faster Payments Service (FPS) allowed per month.

“Free SWIFT Transactions” means the number of international SWIFT transactions allowed per month without incurring additional fees.

“Individual Client” means a client who is not a professional client or an eligible counterparty and is typically individual consumers who do not have the same level of financial expertise, knowledge, and experience as professional clients or eligible counterparties. See “Risk Appetite” on our website [www.digidoe.com](http://www.digidoe.com) for information on restrictions regarding countries and activities we will not accept.

"Information" means any confidential and/or personally identifiable information or other information including, but not limited to, the following: name, email address, date of birth, tax identification number, billing/shipping address, phone number and financial information;

“Local (EEA) Transfers – SEPA” means the minimum number of local EEA transfers via SEPA that must be performed each month to avoid a penalty fee.

“Local (UK) Transfers – FPS” means the minimum number of local UK transfers via FPS that must be performed each month to avoid a penalty fee.

“Maintain” means to keep in an existing state or condition.

“Mandatory Minimum Balance” means the minimum balance that must be maintained in the account at all times during the month to avoid a penalty fee.

"Margin" has the meaning set out in Clause 1.1;

"Micro-Enterprise" means an enterprise which employs fewer than ten persons and whose annual turnover and/or annual balance sheet total does not exceed €2 million;

“Minimum Required Commitments Per Month” means the minimum number of specific transactions or balance maintenance required each month to avoid penalty fees.

“Mobile” means your smartphone or another electronic device you use to log into the DigiDoe app;

“Monetary Exchange” is not a service in its own right but forms part of a DigiDoe Bank Transfer and means redeeming Electronic Money in your DigiDoe Electronic Money Account and using it to purchase money in a different currency using our Exchange Rates;

Monthly Cost: A recurring fee charged in advance on the 1st day of each month, automatically deducted from the account balance. A discount of up to 15% applies if paid for 12 months upfront.

"OFSI" has the meaning set out in Clause 15.4.1;

Onboarding Fee: A non-refundable fee charged for the Know Your Customer (KYC) and Know Your Business (KYB) onboarding process, payable upon application for an account.

“Penalty Fee - Not Meeting Min TRX # / Min Balance” means a fee charged if any of the mandatory minimum commitments for transactions or balance maintenance are not met each month.

Privacy Policy” means our privacy policy which can be found on the Website which can be found at <https://www.digidoe.com/privacyPolicy>;

“Provider” means a company or person that provides a service or product.

"Regulations" means the Electronic Money Regulations 2011 and the Payment Services Regulations 2017;

“Risk Appetite” means the limitations on countries and the types of business that DigiDoe is willing to undertake – for details thereof see “Risk Appetite” on our website [www.digidoe.com](http://www.digidoe.com)

"Safeguarding Account" has the meaning set out in Clause 3.3;

“SWIFT” means the Society for Worldwide Interbank Financial Telecommunication; which is a network that enables banks worldwide to send and receive information about financial transactions in a secure, standardized, and reliable environment.

“SWIFT Transaction Fee” means a fixed fee charged for each SWIFT transaction that exceeds the Free SWIFT Transaction allowance.

“SWIFT TRX” means the minimum number of SWIFT transactions that must be performed each month to avoid a penalty fee.

“Supplemental Documents” means an agreement between DigiDoe and you for the provision of separate services by DigiDoe which may be set out on the Website;

"Terms" means the terms and conditions contained in this document;

“Third Party Bank Transfer” means a payment from a person who is not you to one of our bank accounts, the details of which we shall provide to you, as part of the process of requesting a Top-Up;

“Top-Up” means you or a third party sending money to us in return for us issuing Electronic Money to your DigiDoe Electronic Money Account as further described in Clause 6;

“Transaction Fee (FPS)” means a fixed fee charged per local UK transaction via FPS that exceeds the Free Local (UK) Transfer allowance.

“Transaction Commission (ACH)” means a percentage fee charged per Automated Clearing House (ACH) transaction that exceeds the Free ACH Transfer allowance.

“Transaction Commission (FPS)” means a percentage fee charged per local UK transaction via FPS that exceeds the Free Local (UK) Transfer allowance.

“Transaction Commission (SEPA)” means a percentage fee charged per local EEA transaction via SEPA that exceeds the Free Local (EEA) Transfer allowance.

“Transaction Fee (ACH)” means a fixed fee charged per ACH transaction that exceeds the Free ACH Transfer allowance.

“Transaction Fee (SEPA)” means a fixed fee charged per local EEA transaction via SEPA that exceeds the Free Local (EEA) Transfer allowance.

“Transfer” means to move something from one place to another; in a financial context, it typically refers to moving money from one account to another.

“Transfers to DigiDoe Accounts” means free transfers between any DigiDoe accounts.

"Unique Identifiers" has the meaning set out in Clause 9.1;

"User", "you" or "your" means either the Business or the Individual Client that has agreed to this Agreement to use the DigiDoe Services;

“User Bank Account” means a bank account belonging to you;

“User Bank Transfer” means a transfer from a User Bank Account, performed by the User’s payment service provider, to one of our bank accounts, the details of which we shall provide to you or your bank, as part of the process of requesting a Top-Up.

“Website” means our general website, the web address of which is <https://www.digidoe.com/>.

## SCHEDULE 2 - RESTRICTIONS

See our “Risk Appetite” on our website [www.digidoe.com](http://www.digidoe.com) for information on restrictions regarding countries and activities we will not accept.

It is not permitted to:

1. Use the DigiDoe Services for any illegal purposes, including, but not limited to fraud and money laundering, unlawful sexually oriented materials or services, counterfeit products, unlawful gambling activities, fraud, the funding of terrorist organisations, the unlawful purchase or sale of tobacco, firearms, prescription drugs, other controlled substances or other products prohibited by law. DigiDoe will report any suspicious activity and cooperate with any relevant law enforcement agency or regulator to the extent required by applicable law or rules of the relevant law enforcement agency or regulator;
2. Use the DigiDoe services in breach of any applicable law, including but not limited to any laws, regulations, governmental orders, directives, rules, licences or requirements of the European Union, the United Kingdom, the United States of America, or any other country with jurisdiction over DigiDoe Transactions and/or DigiDoe Services relating to sanctions, anti-money laundering or counter terrorist financing legislation or any other applicable law;
3. Use DigiDoe Services in a way which would result in an economic benefit to a Designated Person or in any way which we consider would or might give rise to a risk of DigiDoe or any other person violating any sanctions, anti-money laundering or counter terrorist financing legislation or any other applicable law;
4. Use DigiDoe services to, directly or indirectly, contribute or provide funds, goods, services by, to, or for the benefit of a Designated Person or in any way which we consider would or might give rise to a risk of DigiDoe or any other person violating any sanctions, anti-money laundering or counter terrorist financing legislation or any other applicable law;
5. Use the DigiDoe Services to abuse, exploit or circumvent the usage restrictions imposed by a merchant on the services it provides, or to obtain goods or services without paying the amount due partially or in full;
6. Breach this Agreement or any other agreement or policy that you have agreed with DigiDoe;
7. Create more than one DigiDoe Account without our prior written consent;
8. Use the DigiDoe Services to violate any law, statute, ordinance, or regulation;
9. Use the DigiDoe Services for any illegal purposes including the purchase or sale, or the facilitation of the purchase or sale of, illegal goods or services;

10. Use the DigiDoe Services to conduct activities pertaining to adult entertainment/pornography, auction houses, charities, chemicals and allied products, dating and escort services, binary options, political or religious organisations, video game arcades or establishments and businesses claiming to trade in prime bank guarantees, debentures, letters of credit or medium term notes;
11. Infringe DigiDoe's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
12. Act in a manner that is defamatory, libellous, threatening or harassing when using the DigiDoe Services;
13. Provide us with false, inaccurate or misleading Information;
14. Use the DigiDoe Services to engage in debt-collection activities;
15. Instruct us to send or receive what we reasonably believe to be potentially fraudulent funds on your behalf;
16. Attempt to intentionally or knowingly receive or attempt to receive funds from both DigiDoe and a merchant for the same DigiDoe Transaction;
17. Conduct your business or use the DigiDoe Services in a manner that is likely to result in or may result in complaints, disputes, reversals, chargebacks, fees, fines, penalties or other liability to DigiDoe, other Users, third parties or you;
18. Allow any of the currencies in your DigiDoe Electronic Money Account to have a negative balance or have a minimum balance applicable to your account;
19. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure; facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; use an anonymising proxy; use any robot, spider, another automatic device, or manual process to monitor or copy our website without our prior written permission; or interfere or attempt to interfere with the DigiDoe Services;
20. Take any action that may cause us to lose any of the services from our internet service providers, payment processors, or other suppliers;
21. Circumvent any DigiDoe policy or determinations about your DigiDoe Electronic Money Account including, but not limited to, attempting to create a new or additional DigiDoe Account when a DigiDoe Electronic Money Account has a negative balance or a balance below the minimum balance applicable to such account or has been restricted, suspended or otherwise limited, creating new or additional DigiDoe Electronic Money Accounts using Information that is not your own (e.g. Name, address, email address, etc.), or

- using someone else's DigiDoe Electronic Money Account;
- 22. Harass our employees, agents, or other Users;
- 23. Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
- 24. Use the DigiDoe Services in a manner that we believe may be a violation of any applicable electronic payment network rules, card association or network rules, or applicable law;
- 25. Use the DigiDoe Services to trade FX for speculative purposes or for FX arbitrage;
- 26. Refuse or fail to provide further Information about you or your business activities that we may reasonably request;
- 27. Conduct your business or use the DigiDoe Services in a manner that leads us to receive a disproportionate number of claims or chargebacks; or
- 28. Have a credit score provided by a third-party provider, of DigiDoe's choosing which indicates a higher level of risk, associated with your use of the DigiDoe Services.