

USER AGREEMENT

WHY THIS INFORMATION IS IMPORTANT

This is the User Agreement for the Taptap Send mobile application (the “App”) and our services. It also sets out ~~other~~ important things that you need to know. It forms a legal agreement (the “Agreement”) between:

~~This User Agreement, along with the Privacy Policy, eCommunications Policy and any other terms and conditions that apply to our services, form a legal agreement (the “Agreement”) between:~~

- you, the ~~user~~person registered for the account in the App; and
- us, Taptap Send Belgium SA.

By signing up for the services and using the App, you ~~are accepting and agreeing to be bound by~~accept this Agreement. Once you accept the Agreement-, it becomes legally binding on you.

We provide our services to you through the App. We may provide services, or information ~~and/or~~relating to our services in other ways too, like through web pages. Our website. The Agreement applies ~~whenever~~ and however you access our services or ~~other~~ information.

You can ~~at any time, and at no cost~~close your account, stop using the App by deleting it, or ~~ending the end this~~ Agreement (see Section 10-). at any time, and at no cost.

You should read this Agreement along with our Privacy Policy, our Cookie Policy and the eCommunications Policy. If you participate in any of our rewards programme you agree to be bound by any programmes, separate terms and conditions (for example, our Referral Program https://www.taptapsend.com/referrals-terms).will apply.

About us

We are a Belgian company registered under the BCE Nr. 0754.970.695 (RPM Brussels) in Belgium, ~~with.~~

Our registered office is at 31 Rue du Commerce, 1000 Bruxelles, Belgium, ~~(www.taptapsend.com — support@taptapsend.com) registered with.~~

We are authorised and regulated by the National Bank of Belgium (“NBB”) as a payment institution in accordance with the law of 11 March 2018 regarding the legal status and supervision of ~~e-money and~~ payment institutions, ~~and electronic money institutions, and in accordance with Directive (EU) 2015/2366 on~~ payment services in the internal market (PSD2).

The best way to contact us is through the “Support” section of the App. You can also contact us by phone, or email (support@taptapsend.com) or Whatsapp. Please see the “Support” section of the App or the “Contact Us” section of our website for more details.

1. DEFINITIONS

In this Agreement we ~~will refer to Taptap Send Belgium SA as “we” or “us” and we will refer to you, the user of the App and Services, as “you”.~~use the following definitions:

“Account Details” means the virtual International Bank Account Number and any other account details we provide to you to allow you or a third party to send money to your Wallet.

“App” means the Taptap Send mobile application.

“Business Day” means a Belgian business day, ending at 17:00 CET.

~~“Business Recipient” means businesses, including but not limited to suppliers, educational institutions, utility providers, hospitals and associated healthcare facilities.~~

“Card” means your Taptap card (including any replacement card).

“Click to Pay” means the Visa-branded digital checkout feature that allows you to make secure online payments at participating merchants without manually entering your card details.

“Destination Country” means the country in which the ~~Recipient~~recipient receives money or Digital Content through a Service.

“Digital Content” means ~~data~~a product or service that is produced and supplied in ~~digital~~electronic form (e.g. anything downloadable or that exists digitally such as airtime, data or online vouchers).

“Digital Content Services” means our service that allows you to buy Digital Content from us and send it to a Recipient.

“Inactivity Charge” means our fee for keeping funds in a Wallet that has not been used for over two (2) years.

“Payment Instruction” means an instruction from you requesting us to make a Transfer either a) from your Wallet; or b) ~~by way of~~as a one-off money ~~transfer~~remittance.

“Payment Method” means a valid method of payment (~~including but not limited to a debit card or the Wallet~~) used to fund a Payment Instruction, to load funds onto the Wallet or to pay for Digital Content.

“Payment Services” means the ~~remittance service (including the Wallet) enabling you to make Transfers.~~

“Recipient” means someone (including Business Recipients) who receives money or Digital Content into an account or by way of cash pick-up, mobile money or similar services, in each case provided by a Service Provider pursuant to a Payment Instruction or instruction to buy and send Digital Content sent through the Services.

“Security Details” means the security credentials ~~associated with~~for your account with us, ~~including and/or your Card, including biometric information (e.g. fingerprint or face identification provided by your device manufacturer and which does not leave your device), your password, your PIN and any other login information that we may choose to accept from time to time~~ (~~including biometric information~~).

“Sender” means someone who uses the Services to send money or Digital Content.

“Services” means the Payment Services and Digital Content Services.

“Service Fee” means our fee (which may vary, for example depending on the destination of the Sender and the Recipient and the amount of the Transfer), which will be presented to you before paying for a Service.

“Services” are described at section 2.1.

“Service Provider” means a local bank, mobile network operator, or other third party service provider in a Destination Country which provides an account, cash pick-up, cash delivery, mobile wallet or similar services to a ~~Recipient~~recipient or an account for Digital Content.

“Third Party Provider” means a third party payment service provider authorised by you to access information online and/or make Transfers from the Wallet.

“Transfer” means the transfer of money ~~through the Payment Service~~to a designated recipient.

“Transfer History” means the record of your Wallet transactions, Transfers and purchases of Digital Content on our App.

“**Wallet**” means an electronic money account registered in your name, which enables you to load and electronically hold, send and receive funds in the form of electronic money in the currencies supported throughin the App for the purpose of a future Transfer.

2. USING THE SERVICES

2.1. The Services allow youOur services are:

2.1. Transfers: You don't need to:

2.1.1. open have a Wallet to store a balance (in supported currencies) and convert funds from one currency to another (only to be used for further onward remittances);

2.1.2.2.1.1. send money. You can send international money remittances to Recipientsrecipients via selected Service Providers in Destination Countries; and when you log into the App.

2.1.2. Wallet: The Wallet is an e-money account that allows you to hold, spend, request, send and receive money as well as convert multiple currencies. You may also have one or more Cards connected to your Wallet and use your card for Click to Pay.

2.1.3. Digital Content: You can use the App to purchase Digital Content from us toand send it via selected Service Providers to a Recipientrecipient.

2.2. To register for the Services, download the App (e.g. from the Apple App Store or Google Play)[®]) and follow the instructions. We may issue updates to the App. You might become unable to use the App until you have downloaded the latest version. You are responsible for ensuring that your mobile device and operating system are compatible with the App. We do not guarantee functionality on unsupported or outdated platforms. We may disable or restrict access to the App on devices that do not meet current software standards or security requirements.

2.3. Once you have registered for the Services and have logged into the App, you can:

2.3.1. transfer money to recipients;

2.3.1.2.3.2. load money onto your Wallet using a Payment Method; you can use your electronic money balance to transfer money to your recipients, other Wallet users, or to fund Card payments;

2.3.2. get a refund of your Wallet balance;

2.3.3. submit Payment Instructions by selecting what kind of payment you want to make, choosing your Payment Method, entering or selecting the amount and associated information, then clicking “Send” (or equivalent) on the confirmation page;

2.3.4. view your Transfer History;

2.3.5. purchase Digital Content by selecting the type of Digital Content, choosing your Payment Method, entering or selecting the Recipient and account you want to send it to, enter the associated information and then clicking “Send” (or equivalent) on the confirmation page;

2.3.6.2.3.3. convert your Wallet balance from one currency to another by selecting the currency to be purchased, enter the amount of currency to be exchanged and then click “Confirm” (or equivalent) on the confirmation page (which sets out the applicable exchange rate); and;

- ~~2.3.4.~~ request payments from other Wallet-users;
- ~~2.3.7-2.3.5.~~ manage your use of the Services-Card(s);
- ~~2.3.6.~~ view all your transactions, related fees and exchange rates;
- ~~2.3.7.~~ buy and send Digital Content;
- ~~2.3.8.~~ convert funds in your Wallet from one currency to another; and
- ~~2.3.9.~~ manage your use of the Services, or close your account.
- 2.4. For security reasons, we may require you to re-enter your Security Details or to ~~otherwise~~ confirm your identity to finalise Payment Instructions or access certain functions in the App.
- 2.5. ~~This For Transfers not funded by a Wallet, this~~ Agreement applies individually to each Transfer.

~~2.6.~~ Updates to the App may be issued through App Store or Google Play. Depending on the update, you may not be able to use our Services via the App until you have downloaded the latest version of the App. Our Services are for your personal use only.

~~3.~~ **YOUR OBLIGATIONS**

- ~~2.6.~~ You must not use your account, Wallet or Card for business or commercial purposes

~~3.~~ **YOUR OBLIGATIONS**~~be~~

- 3.1. You must be at least 18 years old to use theour Services.
- ~~3.2.~~ We are required by law to carry out~~We must do~~ security and customer due diligence checks on you ~~(and other parties for example, the Recipient) in order to provide our Services. We may verify your residential. These are required by law. This may involve verifying your address and personal details to confirm your identity. We may also pass your personal information to a credit reference agency, whichwho may keep a record of that information.it. We may also need to verify the identity of a Recipient in the same way. All information provided by you will be treated securely and strictly in accordance with our Privacy Policy. You recipient.~~

~~3.2.3.3.~~ You agree:

- ~~3.2.1-3.3.1.~~ to provide us with accurate and truthful information about your and the Recipient'sdesignated recipient's identity and any identity documents we ask for;
- ~~3.2.2-3.3.2.~~ to promptly update your personal information (including your address) if it changes;
- ~~3.3.3.~~ to use our Services in compliance with applicable law.
- ~~3.2.3-3.3.4.~~ to comply with any requests for further information and documents we require; and
- ~~3.2.4-3.3.5.~~ that we may, directly or through any third party, make any inquiries we consider necessary to validateinvestigate the information you providedprovide to us, including checking commercial databases or credit reports.

~~3.3. You consent to us processing, transmitting, and using your personal data for the purposes of providing the Services. Please see our Privacy Policy.~~

3.4. You must make every effort to keep your Security Details safe and prevent unauthorised access to the Services by:

~~3.4.1.~~ -ensuring that only you access the Services using your account;

~~3.4.1.~~ ~~3.4.2.~~ changing your password regularly and ensure that it is not reused for other online services;

~~3.4.2.~~ ~~3.4.3.~~ -not sharing your Security Details with anyone, including us, and letting us know immediately if anyone asks you for your Security Details;

~~3.4.4.~~ -keeping your Card and Card information secure;

~~3.4.3.~~ ~~3.4.5.~~ setting up 2-step authentication where prompted;

~~3.4.4.~~ ~~3.4.6.~~ if you use biometrics ~~(e.g. fingerprint or face identification)~~ to authenticate actions in the App, make sure only your biometrics are registered and can be used in the App;

~~3.4.5.~~ ~~3.4.7.~~ -keeping your email account secure and letting us know immediately if your email address becomes compromised;

~~3.4.6.~~ ~~3.4.8.~~ contacting us immediately if you suspect your Card or Security Details have been stolen, lost, used without your authorisation, or otherwise compromised. If this happens you should change your Security Details. details straight away.

3.5. To contact us quickly/urgently, use the ~~details in the~~ “Support” section of the App and/or the “Contact us” section of our website. You can also freeze your Card with immediate effect on our App. Any delay in telling us affects the security of your account and data (including your Payment Method) and makes/may make you responsible for any financial losses.

~~3.6.~~ If you lose money because your Security Details are lost, stolen, or used without your authorisation, and we believe you should have been aware, you will be responsible for the first EUR50 (fifty Euros) of any unauthorised payments made before you notify us of the security breach. We will not hold you responsible for the first EUR50 if the unauthorised payment was caused by us.

~~3.6.~~ ~~3.7.~~ You must not:

~~3.6.1.~~ ~~3.7.1.~~ use our Services in connection with illegal activity, including but not limited to money-laundering, fraud, breach of applicable sanctions law and the funding of terrorist/proliferation activities and/or organisations;

~~3.6.2.~~ ~~3.7.2.~~ use our Services in connection with sexually oriented materials or services, gambling activities, or buying or selling tobacco, tobacco-related products, firearms, non-prescription drugs or other controlled substances;

~~3.6.3.~~ ~~3.7.3.~~ misuse our Services for example by attempting to gain unauthorised access, introducing viruses, trojans, worms, logic bombs or other materials which are malicious or technologically harmful or attempt to gain unauthorised access to our Website, our servers, computers or databases;
create

~~3.7.4.~~ reproduce our Services or App in any form or store or incorporate them into any information retrieval system, electronic mechanical or otherwise, or copy, emulate, clone, rent, lease, sell, commercially exploit, modify, decompile, disassemble, distribute, reverse engineer or transfer CTP or any portion thereof;

~~3.7.5.~~ use any device, software or routine to interfere or attempt to interfere with the proper working of the Services and/or to take any action that imposes an unreasonable or

disproportionately large burden on our or third party systems;

- 3.7.6. use the Services in any manner that could be deemed false and/or defamatory, abusive, vulgar, hateful, harassing, obscene, profane, threatening, invasive of a person's privacy, or in violation of any third-party rights, in particular you must treat all our staff and representatives with courtesy and respect. Abusive, threatening, harassing, or otherwise offensive behaviour — whether verbal, written, or physical — will not be tolerated under any circumstances;
- ~~3.6.4.3.7.7.~~ register more than one registration without our prior written permission; account with us;
- ~~3.6.5.3.7.8.~~ use our Services for speculative trading;
- ~~3.6.6.3.7.9.~~ use the Services to send Transfers or Digital Content on behalf of someone else;
- ~~3.6.7.3.7.10.~~ let someone else use your Security Details and send Transfers or Digital Content through the App (if to use your account. If you do this we'll, we will have to assume it's you and we will not be responsible for any losses you incur as a result of misuse or disclosure of information about your account by that third party); other person;
- 3.7.11. send or receive what we believe to be potentially fraudulently gained funds;
- ~~3.6.8.3.7.12.~~ provide false, inaccurate, or misleading information; or
- ~~3.6.9.3.7.13.~~ refuse to provide confirmation of verify any information you provide to us, including proof of identity, or refuse to co-operate in any investigation;
- 3.7.14. use our Services in a manner that we, a card network or any other electronic funds transfer network believes to be an abuse of the card system or a violation of card association or network rules;
- 3.7.15. attempt to "double dip" during a dispute or claim by receiving or attempting to receive funds from both us and a third party (e.g., a merchant), bank or card issuer for the same transaction; or
- 3.7.16. request a chargeback on a Payment Method you have used for a Transfer or to fund the Wallet in any way that may be illegitimate or abusive. Your bank will usually expect you to try to resolve these issues with us first before seeking a chargeback.

4. TAPTAP SEND PAYMENT SERVICES

Loading the Wallet

~~4.1. You can load your The Wallet using a Payment Method in your name, accepted in the App.~~

~~4.2.4.1. When allows you to hold, spend, send and receive funds and convert funds from one currency to . You may hold your funds in any currencies that we support from time to time. If you convert funds into another within currency in your Wallet, we will charge let you know any applicable Service Fees fees and on the exchange rate, as set out in the App at that time. You agree and accept all the risks associated with maintaining an account that can hold balances in multiple currencies including any risks associated with fluctuations in the time of conversion, relevant exchange rates over time.~~

4.2. You can receive funds into your Wallet in different ways:

4.2.1. by using a Payment Method in your name, accepted in the App;

- 4.2.2. by bank transfer using the Account Details provided by us, this allows you to receive funds from third parties into a bank account held by us, we then credit your Wallet with the amount (it is not a bank account number for a bank account held by you); or
 - 4.2.3. from another Wallet-user in a Wallet to Wallet transfer (you can request to receive money from another Wallet user).
 - 4.3. If you use Account Details:
 - 4.3.1. we may carry out extra verification checks;
 - 4.3.2. from time to time the Account Details may change - when this occurs, we will notify you, and you are responsible for updating third parties and other arrangements you may have to receive funds using them; and
 - 4.3.3. we reserve the right to deactivate your Account Details if you do not use them for six months or longer (we will let you know before we do this).
 - 4.4. You should check and confirm the receipt of incoming funds in your Wallet regularly and let us know if there are any irregularities or discrepancies.
 - 4.5. If any funds are reversed by the sender or any payment provider, you agree that we may deduct the amount of the funds plus any fees from your Wallet. **Making**
 - 4.6. If any transaction, dispute outcome, reversal or chargeback causes you to go over your available Wallet balance, you must pay us the outstanding amount. We will not process your payment transactions until you have paid us back.

Transfers

- ~~4.3.4.7.~~ To make Payment Instructions in the App, you must:
 - ~~4.3.1.4.7.1.~~ provide information about your Transfer including the ~~full name of the Recipient, the Recipient's account details and the amount to be transferred;~~ Depending on the details of the Transfer, you must also provide recipient information that we request from you in the app, such as their:
 - ~~4.7.1.1.~~ provide the unique identifier for the Recipient's account (e.g. the ~~sort code and~~ account number ~~or~~;
 - ~~4.3.2.4.7.1.2.~~ mobile phone number); associated with their own Service Provider account;
 - ~~4.7.1.3.~~ select your IBAN (International Bank Account Number); or
 - ~~4.7.1.4.~~ wallet address / ID.
 - ~~4.3.3.4.7.2.~~ use a Payment Method; and, which is accepted in the App;
 - ~~4.3.4.4.7.3.~~ provide us with any additional information we may request relating to the Payment Instruction (~~for example, any specific reference number requested by a Business Recipient~~);
 - ~~4.7.4.~~ authenticate the Payment Instruction; and
 - ~~4.7.5.~~ confirm the Payment Instruction, this will be your consent to us for making the payment.
- 4.8. We will treat a Payment Instruction as received at the time you submit the Payment Instruction.

- ~~4.4.4.9.~~ When you click “Send” on the confirmation page submit a Payment Instruction you authorise us to debit your Payment Method and initiate the Transfer. Once we receive the Payment Instruction we will start to execute the Transfer immediately. You cannot cancel or change it after it has been submitted.
- ~~4.5.4.10.~~ You must make sure all the details are Payment Instruction is accurate before submission. If, For example, if you enter provide the wrong recipient details you will send the Transfer payment to the wrong account and lose your money, we may not be able to get it back. We will do our best to help you get your money back, but you will be responsible for any loss if we are unable to. Therefore, it is important you check your instruction carefully before submitting it.
- ~~4.6.~~ Once you click “Send”, we receive your Payment Instruction and will start to execute the Transfer immediately. You will not be able to cancel or change it.
- ~~4.11.~~ We will treat a Payment Instruction as received at the time you confirm the Payment Instruction, whether or not that is during a Business Day. When the Recipient’s You are responsible for making sure that your designated recipients are legitimate/genuine. While we are committed to fighting fraud and will try to support you if you are subject to a scam, we are not responsible for loss or damages resulting from payments or transfers made by you to fraudulent third parties.
- ~~4.12.~~ We will send the payment to the recipient’s Service Provider ~~receives~~ within the Transfer depends on following timeframes:
- ~~4.12.1.~~ Transfers in EUR to an account within the ~~currency and Destination Country~~ EEA: By the end of the Transfer. If your Transfer is next Business Day following the time of receipt of the Payment Instruction.
- ~~4.12.2.~~ Transfers in any ~~currency other than € and currency~~ or to an account outside the EEA, it will reach of the account of EEA: Within 4 Business Days following the Recipient as soon as we can get it there. Banking practices will vary depending on time of receipt of the Destination Country for more information on when a payment will be credited to Payment Instructions.
- ~~4.7.~~ Once we have sent the Recipient’s account you will need to contact that funds to the recipient’s Service Provider:
- ~~4.8.~~ ~~4.13.~~ Transaction times may be longer in the event that the Recipient’s, they will be responsible for making the funds available to the recipient. Sometimes, this can be delayed if the recipient’s Service Provider needs to undertake enhanced anti-money laundering checks on the transfer. Delivery times quoted on our website (or elsewhere) are representative for the “normal”/average service and are not a guarantee of an individual Transfer time.
- ~~4.9.~~ We will provide you with information after acceptance of a Payment Instruction enabling you to identify the Transfer, along with details of the amount of the Transfer in the currency used in the Transfer, any Service Fees we may charge, amount the Recipient will receive, and the date on which the Payment Instruction was received.
- ~~4.10.~~ ~~4.14.~~ If you or your Authorised User(s) have made a Transfer for cash pick-up and the cash is not picked up by the Recipient ~~recipient~~ within 30 days of when it was first made available we may cancel the Transfer and refund the amounts, you authorise us to transfer the funds back to the Payment Method used: your Wallet. This is subject to the timings and conditions set by our payment processing partners.
- ~~4.15.~~ For certain Services, If your Payment Method fails but we successfully deliver your Transfer, you agree to re-authorise the payment to us, or use an alternative Payment Method to ensure that you pay us the full amount owed to us promptly.

~~4.11-4.16.~~ You may set up a recurring Transfer by entering the ~~Recipient and account~~recipient details, the frequency of the Transfer and amount. We may need to ask for other information ~~as well too.~~ If a Transfer is scheduled to be paid in the future (like a recurring Transfer), you can cancel it in the App at any time before the end of the ~~business day, the~~ day before it is due to be sent. ~~You can't cancel a payment after it is sent.~~

~~4.12-4.17.~~ ~~For Business Recipients~~When you send a Transfer to a business to pay for goods/services you, you acknowledge that:

~~4.12.1-4.17.1.~~ we are not an agent of the ~~Business Recipient;~~recipient;

~~4.12.2-4.17.2.~~ we are not responsible for ~~the content or~~ any mistakes in the invoices or other ~~notifications~~communications you receive ~~that indicate~~from the recipient about the amounts you owe ~~the Business Recipients;~~them;

~~4.12.3-4.17.3.~~ we are not party to agreements between you and the ~~Business Recipient~~recipient and ~~we~~ do not determine any payment terms;

~~4.12.4-4.17.4.~~ we are not responsible if you do not complete a payment to a ~~Business Recipient;~~recipient;

~~4.12.5-4.17.5.~~ we are not responsible for the quality or delivery of any goods or services ~~you~~ ~~pay~~paid for ~~using our Services;~~by a Transfer;

~~4.12.6-4.17.6.~~ we are not responsible for mediating disputes or enforcing any underlying arrangements you have with a ~~Business Recipient;~~recipient paid for by a Transfer;

~~4.12.7-4.17.7.~~ ~~invoices / bills paid through the Billpay section of the App~~ can only be processed to a ~~Business Recipient~~recipient with a valid reference number—if. If you ~~provide~~enter the wrong reference number you ~~will~~may send the Transfer to the wrong account and lose your money; ~~we will not be able to get it back for you;~~ and

~~4.17.8.~~ payment to us for a Transfer does not constitute payment to a ~~Business Recipient~~recipient until they receive the Transfer, and then it ~~recipient.~~ It may take several Business Days for a ~~Business Recipient~~recipient to reflect ~~the~~a payment ~~made through the App~~ in their customer account ~~system (i.systems).~~

The Card

~~4.18.~~ To request a Card, follow the instructions in the App. To get a Card you must meet our eligibility criteria.

~~4.19.~~ Your virtual Card will activate instantly once available in the App. If you receive a physical Card, please sign the back of it as soon as you receive it and keep it safe.

~~4.20.~~ The Card is a debit product, issued by us. It can be used to pay for goods and services online, over the phone by providing information such as your card details (e. ~~their records~~g. name, address, CVC, 16 digit card number), or your 4-digit pin. You can also use your Card to pay in person. The Card is not a guarantee card, charge card or credit card.

~~4.21.~~ The Card is funded by your Wallet. To spend using your Card you need to load your Wallet with the amount you wish to spend.

~~4.22.~~ You agree that using your Card to make a payment means you authorise the transaction. It is your responsibility to keep your Card safe. Never let another person use your Card. You must always keep your Card security details private.

4.23. If your Card details change you must inform any merchants with whom you have recurring transactions or stored credentials.

4.24. You agree to tell us by phone, email or using "Support" in the App as soon as you suspect or know of :

4.24.1. a security risk to your Card; or

4.24.2. an unauthorised transaction on your Card.

4.25. You may not be protected from liability if we find that you have:

4.25.1. participated, or have been fraudulent or negligent in handling your Card or its Security Details;

4.25.2. unreasonably delayed in telling us.

4.26. If you make a Card payment during a Business Day, the transaction will be debited from your Wallet by the end of the next Business Day. If you make a Card payment outside Business Day hours, your transaction will be debited from your Wallet by the end of the second Business Day after your transaction.

~~4.12.8.~~4.27. When you make a Card payment or withdrawal in a non-GBP currency, we will debit your Wallet in that currency if you already hold it. If you don't hold the currency of your transaction, we will first debit and convert any GBP funds and convert them to the currency of your purchase. If you do not hold any or enough GBP in your Wallet, we will use the currencies that you do have for what a student, patient or utility customer might owe).your transaction. If you are making a payment or withdrawal in a currency we do not support, we will convert the amount at the current Visa rate.

4.28. You cannot make a Card payment that exceeds the total balance of your Wallet. If you try to do this, your Card transaction will be declined.

4.29. Your Card spend is subject to limits which are set out on our website. If you try to spend beyond a limit applicable to you, your transaction will be declined.

4.30. We are not liable for any goods or services that you pay for with the Card, nor for any losses arising from a merchant being unable or refusing to accept your Card.

4.31. You can request a chargeback from us if you have been unable to resolve a dispute about a transaction with the merchant directly. We will investigate your chargeback request and decide whether or not to process any chargeback depending on the circumstances and in accordance with the rules set by Visa.

4.32. Your Card will remain valid only until its expiry date. We will notify you in plenty of time before renewing your expiring Card. You have the right to object to any such renewal if you would like your Card to remain deactivated after expiry, by contacting using "Support" in the App.

4.33. You may cancel your Card at any time through the App.

4.34. Click to Pay allows you to use your Taptap Send Card to make secure online payments at participating merchants without manually entering your card details. All new and replacement cards are automatically activated for Click to Pay as a standard feature of your Taptap Send Card. Because your Taptap Card automatically has Click to Pay you will not also be eligible for Visa offered Click to Pay. You may opt out of Click to Pay at any time, or choose whether to use your Security details for Click to Pay by contacting our Customer Service team. Opting out will not affect your ability to use your Taptap Send Card for ordinary purchases or Transfers.

Using a Third Party Provider

4.35. You can choose to use a Third Party Provider:

4.35.1. to request Transfers from your Wallet on your behalf; and/or

4.35.2. to provide account information services to you in relation to the Wallet,

4.35.3. provided the Third Party Provider is acting in accordance with the relevant regulatory requirements.

4.36. We will treat any instruction from a Third Party Provider that you appoint as if it was from you. But, we will not share your Security Details with any third party.

4.37. Any consent you give to a Third Party Provider to access your account will apply until you cancel it.

4.38. If you want to cancel the consent you have given to a Third Party Provider to access your account you should contact them directly. Once a Third Party Provider has initiated a payment for you, you cannot cancel it.

5. TAPTAP SEND DIGITAL CONTENT SERVICES

Sending Digital Content

5.1. ~~We provide Digital Content Services for you to~~ You can buy Digital Content from us and send it to a ~~Recipient's~~ recipient's account in a Destination Country. This is not ~~a payment service so is not~~ regulated by the NBB, which means it is not covered by the same protections as the Wallet and Transfers.

5.2. To buy and send Digital Content using the App, you must:

5.2.1. select the type and amount of Digital Content you wish to buy;

5.2.2. provide information about the ~~account which~~ recipient of the Digital Content ~~will be sent to, if~~. If you enter the wrong details, you will send the Digital Content to the wrong account and we will ~~may~~ not be able to recover it;

5.2.3. select your Payment Method; and

5.2.4. provide us with any additional information we request.

5.3. The total amount (~~inclusive of~~ including all ~~applicable~~ taxes and charges) ~~that for you will be required to pay~~ will be displayed clearly on the App before you ~~are asked to confirm your transaction... send the Digital Content.~~

5.4. When you click ~~“to “Confirm and Send” on the confirmation page~~ your purchase, you authorise us to debit your Payment Method and ~~initiate the purchase and send. send the digital content to your recipient.~~

5.5. There may be a short delay between you sending the Digital Content and it being delivered to the ~~Recipient account.~~ recipient. We will send you a confirmation ~~of the Digital Content Service~~ as soon as we know that your transaction has been successfully completed.

Cancellation

5.6. When you ~~use our~~ send Digital Content ~~Services to a recipient~~, you ~~expressly request and consent to us immediately sending it being sent and used before the Digital Content to the Recipient's account. Once you confirm your order, we start to send the Digital Content and it cannot be recalled. end of any cancellation period.~~ You acknowledge that;

~~once you have asked us to send Digital Content~~, you have no right to cancel under the Consumer Contracts (Consumer Information, Cancellation and Other Rights) Regulations 2013.

Digital Content T&Cs and Promotions

~~5.7. Any~~Each type of Digital Content ~~purchased through the Digital Content Services~~ will have its own terms and conditions. ~~You should check any terms and~~ from its provider (such as the mobile network operator for airtime). We are not responsible for failed or defective delivery by the Service Provider unless the failure was due to our own act or omission. You acknowledge that certain types of content may be restricted by location or subject to third-party licensing conditions before purchasing any.

~~5.7.5.8. We are not responsible for the terms and conditions or promotions of~~ Digital Content providers. From time to time, Service Providers will run promotions on the Digital Content. ~~These promotions~~We will be subject to additional display any special terms and conditions that will be displayed for those promotions in the App.

~~5.8. We are not responsible for the terms and conditions or promotions run by Service Providers.~~

6. OUR RIGHT TO ~~REFUSE~~LIMIT, ~~DELAY~~, REFUSE OR SUSPEND A PAYMENT INSTRUCTION OR THE SERVICES

Limits

- 6.1. ~~You agree that we~~We may ~~apply limits to~~limit the amount you can a) load onto, receive from others, convert or hold in your Wallet; b) send to ~~Recipients~~recipients; c) spend or withdraw using your Card and/or ed) use to purchase Digital Content.
- 6.2. We may apply limits to your Transfers ~~either on a per~~. These limits may apply to each Transfer ~~basis or on an aggregate basis, and either in respect of one set of registration details or one or to a combined total of transfers. We may make limits applicable to your account or to your Payment Method or on related sets of registration details or Payment Methods.~~ We might also limit the ~~value~~amount of currency you can exchange you can carry out at any ~~one time or over a period of~~ time.

Delays

- 6.3. We may delay or suspend a Service ~~including for the following reasons~~ (but not limited to):
- 6.3.1. -to verify your identity;
 - 6.3.2. to respond to ~~any~~ security alerts which we receive in relation to your ~~use of the Services;~~account;
 - 6.3.3. to validate your Payment Instruction or ~~instruction to send~~Digital Content; instruction;
 - ~~6.3.4.~~ ~~-if we suspect you may be scammed into sending money from your Wallet or making a Transfer;~~
 - ~~6.3.4.~~6.3.5. due to system outages within our Service Providers; and/or
 - ~~6.3.5.~~6.3.6. ~~otherwise~~to comply with applicable law.

~~6.4. We will attempt to maintain up to date information regarding the availability of Service Providers by means of information on our website or our App.~~

Refusing a Payment Instruction or suspending the Services

~~6.5.6.4.~~ We may refuse ~~any request~~ to load funds to your Wallet ~~or, carry out~~ any Payment Instruction, carry out a transaction or suspend your use of the Services if we believe that:

~~6.5.1.6.4.1.~~ ~~it would put you over any applicable limits;~~ or you do not have sufficient money in your Wallet;

~~6.4.2.~~ ~~the Payment Instructions contains incomplete, incorrect or improperly formatted information;~~

~~6.5.2.6.4.3.~~ it would break this Agreement;

~~6.5.3.6.4.4.~~ ~~it is unauthorised (e.g. where we suspect~~ someone else is trying to use your Payment Method or the Services without your permission);

~~6.5.4.6.4.5.~~ we reasonably believe it is to be fraudulent or suspicious (including where we ~~we~~ suspect that you may be a victim of a scam);

~~6.5.5.6.4.6.~~ we reasonably believe you may be acting illegally; or

~~6.5.6.6.4.7.~~ we are required to do so by law.

~~6.6.6.5.~~ We will ~~generally~~ inform you before or immediately after ~~refusing a Payment Instruction or suspending your use of the Services, and such refusal or suspension. We will~~ provide our reasons for doing so. ~~However, we will not provide reasons or any information if doing so unless this~~ is against the law or would compromise our security measures.

~~6.6.~~ We may stop a Third Party Provider from accessing your account if we suspect any unauthorised or fraudulent activity. We will tell you about this using the contact details we hold for you, unless it would compromise our security or break the law.

~~6.7.~~ Click to Pay may not be available to all Cards. Furthermore, Visa may, in its sole discretion remove Cards from Click to Pay or prevent Cards from being activated for Click to Pay, and Visa may also revise at any time the eligibility of Cards for Click to Pay.

7. REFUNDS

Transfers

7.1. You ~~can request~~ may be entitled to a refund ~~of a Transfer within~~ in some cases. You must notify us without undue delay, and in any event no later than thirteen (13) months of the Transfer occurring if:

~~7.1.1.~~ ~~someone~~ you didn't authorise it; or

~~7.1.1.7.1.2.~~ we have made a ~~Payment Instruction without your permission~~ Transfer late; or

~~7.1.2.7.1.3.~~ we fail to send a Transfer on time to the right ~~Recipient~~ recipient and /or for the right amount, as set out on your confirmed Payment Instruction.

7.2. However, we ~~may~~ will refuse a refund if we can show that:

7.2.1. ~~you~~ have acted fraudulently;

7.2.2. ~~you~~ intentionally or with gross negligence did not take reasonable steps to keep your Security Details secret;

7.2.3. ~~you are asking for~~ request a refund of a Transfer that took place before you told us that your ~~login was being misused~~ Security Details have been compromised;

7.2.4. ~~we can show~~ the ~~Recipient~~designated recipient received the money into their account at the Service Provider; or

7.2.5. ~~there was a mistake in the Payment Instruction (e.g. the Recipient's~~recipient's account details)~~which).~~

~~7.2.5. You must make your refund request as soon as you gave us.~~

7.3. ~~If you wish to request a refund for a Transfer, you should do so immediately and in any event~~see the issue, and no later than thirteen (13) months after the Transfer. A request for a refund ~~for~~of a Transfer must be ~~submitted in writing (by email)~~emailed to us using the contact details listedaddress in the About Us section, ~~giving the Sender's~~and include your full name, address, and phone number, together with the Transfer number, amount of the Transfer, and the reason for your refund request.

7.4. If we have ~~executed~~sent the Transfer in accordance with your Payment Instruction ~~you provided~~, and that information was incorrect, we are not responsible for the error. We will make reasonable efforts to help you to recover the funds, if possible. We may charge you a reasonable fee, ~~reflective to cover the cost of our efforts, to do~~doing so.

7.5. Refunds will be credited ~~automatically~~ to the ~~latest known~~ Payment Method used to fund the Transfer (if ~~any possible~~), in the same currency used to fund the Transfer. We will refund you any charges or interest you have incurred. We may ~~request~~require you to provide additional details ~~from you~~ to process the refund.

7.6. We are not responsible for refunding ~~payment~~ Transfers made ~~using a Payment Service~~ to pay ~~bills or~~ for goods ~~/ or~~ services unless ~~it falls within~~ Section 7.1 above applies. The ~~Business Recipient to which you have made a~~recipient of the payment ~~will must~~ determine your eligibility for a refund. You, therefore, should contact the ~~Business Recipient~~recipient directly ~~for further details on obtaining a refund.~~

Wallet

7.7. You can request a refund~~withdrawal~~ of ~~any or all of~~ the funds you loaded to your Wallet through the App. Promotional credits are not refundable.

7.8. If you request a refund of a balance from your Wallet, the balance will be refunded to you in EUR at the exchange rate offered in the App on the day you request your refund.

7.9. We may refuse a refund of your Wallet balance if you request it more than six years after the end of this Agreement.

Card

7.10. You may only receive refunds on Card payments in the currency you used to pay. If you have used your Card to pay in a currency which you do not hold in a Wallet, we will convert the amount at the Visa exchange rate and credit this to your Wallet in its currency. The rate changes daily and the amount credited may not be the same amount that you originally spent.

7.11. In case you notice a refund has been received twice for the same transaction, from us and the merchant, you are required immediately to let us know, and we always reserve the right to debit back a previously issued refund when a refund for the same transaction has been provided by the merchant as well, without prior notice.

Other

7.12. Some of our products let you set up payments where you don't know what the exact amount will be when you give permission for it. This might be if you're hiring a car or agreeing to a subscription service. If someone charges you more than you expected, you can ask for a

refund as long as you tell us within eight weeks of the payment being made. The payment must have been to a business in the EEA (in Euros). We'll only refund you if the amount taken was more than you reasonably expected. However, We won't refund you if any of the following happened:

7.12.1. You agreed to us making the payment for that amount

7.12.2. You knew or were told about the amount that would be taken at least four weeks before

7.12.3. The difference in the amount is because of changes in the exchange rate

7.13. If we owe you a refund, you'll usually get this within 10 Business Days of asking us. If we need to investigate and ask for more information, you must give it to us. You'll get your refund within 10 Business Days of giving us the information we asked for.

Digital Content

~~7.9.~~7.14. If you buy Digital Content from us and it is defective, we are responsible for the defect and will either repair it, replace it or compensate you, depending on the circumstances. We are also responsible if Digital Content damages another item you own and will either repair the damage or ~~pay~~compensate you ~~compensation~~. However, we are not responsible if the damage could have been avoided by following ~~our~~ instructions provided to install and use Digital Content (such as installing a free update) or following the minimum system requirements.

~~7.10.~~7.15. Once Digital Content is sent, it can normally be used immediately and therefore cannot be refunded or cancelled.

8. OUR RESPONSIBILITY

8.1. We agree to provide the Services to you using reasonable care. You acknowledge that the Services may not be available, in whole or in part, in certain ~~regions~~, countries, or ~~jurisdictions~~regions.

~~8.2. Where we have materially breached this Agreement causing a loss to you, we will refund you the Transfer and any Service Fee charged or the amount you paid for Digital Content. Any claim for compensation made by you must be supported by any relevant documentation.~~

8.2. If you tell us immediately that a payment or transfer was not authorised by you, we will refund you the full amount of the transaction no later than the end of the next Business Day. Your maximum liability for any losses before you notify us is €50. You will not be liable at all if the unauthorised transaction happened after you notified us, or if we did not require strong customer authentication where we should have. You will be fully liable if you have acted fraudulently, or if you have intentionally or with gross negligence not complied with your obligations under this Agreement (for example, by failing to keep your Security Details safe).

8.3. If we do not execute your payment correctly, we will refund you the amount of the incorrect transaction without undue delay and, if applicable, restore your account to the state it would have been in if the incorrect transaction had not taken place. This does not apply where the mistake is due to you providing incorrect recipient details. In that case we will make reasonable efforts to recover the funds, but cannot guarantee success.

~~8.3.~~8.4. If any loss that you suffer is not covered by a right to a refund, our liability is limited to the greater of: (i) the amount of any ~~Service Fee~~fee that was paid to us; or (ii) ~~EUR~~GBP 500. This liability cap applies to any single Transfer/purchase of Digital Content/Card purchase, act, omission, or event and to any number of related Transfers/purchases of Digital Content/Card purchase, acts, and omissions or events.

~~8.4.~~8.5. We are not, ~~in any event~~, responsible for damages caused by:

- ~~8.4.1-8.5.1.~~ any failure to perform the Services due to abnormal and unforeseen circumstances outside our reasonable control, which may for example include delays or failures caused by problems with ~~another~~ a third party system or network (including those of our Service Providers), mechanical breakdown or data-processing failures; industrial action, riots, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks (including without limitation power failures, mobile network failures and Internet disturbances);
- ~~8.4.2-8.5.2.~~ any non-payment or delay in payment ~~to a Recipient or failure to perform a Transfer or sending~~ Digital Content ~~under the Services~~ if you are in serious breach of this Agreement;
- ~~8.4.3-8.5.3.~~ a Service Provider;
- ~~8.4.4-8.5.4.~~ us meeting our obligations under any applicable laws, rules, or regulations; or
- ~~8.4.5-8.5.5.~~ errors on the website or with the Services caused by incomplete or incorrect information provided to us by you or a third party.
- ~~8.5-8.6.~~ We are not, ~~in any event,~~ responsible for any funds after they are made available to a ~~Recipient~~ recipient (whether in the ~~Recipient's~~ recipient's account or for collection via a Service Provider).
- ~~8.7.~~ ~~Notwithstanding anything in~~ If you ask a Third Party Provider to request one or more payments from your account and they don't do this Agreement to the contrary, we ~~only~~ won't be responsible for your payment(s) not being made.
- ~~8.6-8.8.~~ We supply our Services to you for personal ~~and private~~ use only. If you use our Services for commercial, business or resale purposes, you do so at your own risk and neither we or our Service Providers (including our and their group companies, officers, agents, partners, contractors and employees) have any liability to you for lost profit, lost revenues, lost business, business interruption or lost business opportunity, or indirect or consequential damages. This is regardless of whether or not we had foreseen, or could have foreseen, or had been advised of, the possibility of such damages.
- ~~8.9.~~ To the extent permitted by applicable law, neither Visa nor its affiliates, or any officers, directors, employees, agents or representatives (together "Visa") will be responsible for any losses arising out of Click to Pay. In any case, the total liability of Visa for all claims or causes of action shall not exceed the lesser of (a) the actual amount of your direct loss, or (b) £75.
- ~~8.10.~~ If you have a Wallet with the ability to make payments other than Transfers only, we are required by Belgian law to report certain information about your account to the National Bank of Belgium's Central Point of Contact ("CPC"). This includes your IBAN or other account details, the opening and closing dates of your account, and certain balance information. The CPC may make this information available to tax and law enforcement authorities. We keep this data in line with legal requirements and you have the right to access and correct it under applicable data protection law.

9. CHANGES TO THE AGREEMENT

- 9.1. We ~~can~~ may make ~~a change~~ changes to this Agreement for any of the following reasons:
- 9.1.1. because of a change in legal or regulatory requirements;
 - 9.1.2. if the change benefits you or we think it will make the Agreement easier to understand;
 - 9.1.3. to reflect a change in our costs of providing you with the Services;

- 9.1.4. to reflect changes in the way our business is run, particularly if the change is needed because of a change in our industry that affect how we want to deliver the Services to you;
 - 9.1.5. in response to possible security risks relating to the Services;
 - 9.1.6. because we are changing or introducing new services or products; or
 - 9.1.7. to respond to any other change that affects us, if it is fair to pass on the effects of the change to you.
- 9.2. We can't anticipate everything that might happen while you are registered for our Services. This means we may also need to make other changes. If we do, when we tell you about the change, ~~we'll~~we will explain how it will affect you.

~~9.3. We will tell you about a change to:~~

~~9.3.1.9.3. our Agreement for Payment which affects Services relating to Digital Content at least one (1) month before it takes effect, for all other changes we will tell you about the change at least two (2) months before it takes effect; or.~~

~~9.3.2. our Agreement for Digital Content Services at least one (1) month before it takes effect~~

~~9.4. you may. However, we may not give you advance notice of some changes, such as those which:~~

~~9.4.1. are neutral or favourable to you;~~

~~9.4.2. don't change the terms and conditions for your existing Services (e.g. if we add a product or service); or~~

~~9.4.3. are required by law.~~

~~9.5. You can object to the change. To do so, let us know before it takes effect, which will and you may end the Agreement; to close your account. If you do not object to the change, you can continue using the App, and we will take that as your acceptance of the change. If we add a new product or service that doesn't change the terms and conditions for your existing Services, we may add the product or service immediately and let you know before you use it.~~

~~9.4. You will be notified of any upcoming changes to this Agreement by email to the email address you provided.~~

10. **ENDING THE AGREEMENT**

10.1. This Agreement will continue until you or we end it. If you want to close your account, you should withdraw your funds within a reasonable time before your account closes.

~~10.2. — Your right to end.~~ You ~~can~~may end this Agreement at any time and free of charge by contacting us in writing (by email) at through the details in the About Us section.

~~10.3.10.2.~~ App or by emailing Customer Service. We can end this Agreement and your access to the Services at any time, may provide you with two (2) months' notice; instructions on how to withdraw any remaining funds before your account closes.

10.3. **Our right to end.** We ~~can~~may end this Agreement and by giving you at least two (2) months' advance notice. We may also suspend or terminate your access to use of the Services immediately if:

~~10.4.~~

~~10.4.1.~~10.3.1. we reasonably believe you are using the Services fraudulently or illegally;

~~10.4.2.~~10.3.2. we must do so under any law, regulation, court order or ombudsman's instructions;

~~10.4.3.~~10.3.3. if you haven't given us any information we need to help us meet our legal and regulatory obligations to prevent financial crime, or we reasonably believe that information you have provided is incorrect or not true; or

~~10.4.4.~~10.3.4. if you have broken this Agreement in a serious or persistent way, and you haven't put the matter right within a reasonable time of us asking you to.

~~10.5.~~10.4. We will inform you if we end the Agreement immediately as soon as we can, if the law allows.

~~10.6.~~10.5. ~~When~~**On ending of this Agreement.** After this Agreement ends, ~~we~~you will ~~stop processing~~not be able to make any new Payment Instructions ~~to us~~, and ~~seek to~~we will refund ~~any amounts held in~~ your Wallet, to your Payment Method. We will ~~continue~~finish processing Payment Instructions that ~~were submitted and are still pending when you made~~ the Agreement ends. Your payment obligations to us, if any, will continue after the Agreement ends.

~~10.7.~~ — If we are unable to refund amounts held in your Wallet to your payment method, and you do not provide us with information about how to return this to you within 1 year after termination of this agreement, you forfeit your right to a refund.

11. HOW YOUR MONEY IS PROTECTED

11.1. ~~When we provide you Payment Services, we will hold your money when~~When you add money to ~~the~~your Wallet or ~~when we receive payment for~~make a Transfer that ~~has not~~hasn't yet completed. ~~When we hold money for you, we protect it by insuring it or placing it into one,~~ we safeguard your money in accordance with Belgian law and the requirements of the NBB. This means we hold your funds separate from your own money, either in dedicated client money bank accounts that we hold with large commercial authorised credit institutions, in secure low-risk assets, or covered by an insurance policy or central banks (client money accounts keep your money separated from our own money, and comparable guarantee approved by the types of banks we can use are set by regulations).NBB. This is called "safeguarding". ~~We keep safeguarding any money we hold for you (e.g. the balance in your Wallet) until you pay it out or get it refunded. In the event of our insolvency~~This means that if we ever become insolvent, you will be paid from the proceeds of insurance and/or funds in these dedicated client money bank accounts in priority to other creditors in accordance with applicable law.

11.2. Your use of the Services does not qualify for protection under any Deposit Guarantee Scheme (DGS) in the EEA. Because we are a payment institution operating the Wallet, it is not covered by a DGS. The Card is linked to the Wallet, and so is also not covered by a DGS.

12. COMPLAINTS

12.1. If you have a complaint ~~related to your use of~~about the Services, please contact ~~us via~~ our Customer Service Team. by going to "Support" in the App.

~~12.1.~~We will acknowledge receiving your complaint promptly.

12.2. We will do our best to resolve your complaint as soon as possible, and send you a final response by email within 15 days of receiving ~~the~~your complaint. If, in exceptional circumstances, for reasons beyond our control, we need more time to respond, we will ~~send~~update you ~~a holding reply~~ within 15 days of receiving your complaint ~~to let you~~

~~know when you will receive our final response.~~ The final response will be no later than 35 days from ~~the date on which we first received~~receiving your complaint.

~~Except for complaints about Digital Content Services, if~~

- 12.3. ~~If~~ you do not receive our final response on time, or you are unhappy with our final response, you ~~1.1-~~ may, free of charge, refer your complaint to the Ombudsman for financial disputes (Ombudsfin, North Gate II, Boulevard du Roi Albert II/Koning Albert II-laan 8/2, B-1000 Brussels – Ombudsman@Ombudsfin.be, tel: +32 2 545 77 70 – see www.ombudsfin.be for more information). This does not apply to complaints about Digital Content Services.
Alternatively, you

~~12.3.1.12.4.~~ You may also be able to submit your complaint via the European Commission's Online Dispute Resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>.

~~12.3.2.12.5.~~ Finally, you may also refer your complaint to the FPS Economy - DG Economic Inspection (FOD Economie/SPF Economie), the supervisory authority for the rules of conduct relating to payment services (FPS Economy, SMEs, Self-Employed and Energy (FOD Economie/SPF Economie) - City Atrium C, Rue du Progrès/Vooruitgangstraat, 50 - 1210 Brussels - <https://meldpunt.belgie.be/meldpunt/en/welcome>)).

13. FEES AND EXCHANGE RATES

13.1. ~~You must pay any applicable~~When you use a Service Fees,which requires a currency conversion, we will apply our standard exchange rate (which we may change at any time) and any applicable fees at the time of that conversion. Our Service Feesfees and live exchange rates are ~~available~~on our website and in the App. ServiceAs set out above, we will use the Visa rate for certain card transactions and refunds.

13.2. Our exchange rate is the rate set by us for the relevant currency pair and Service, which can change depending on the timing and details of each transaction. There may be a difference between the exchange rate at which we buy a currency and the exchange rate that we provide to you for that currency.

~~13.1.13.3.~~ You must pay us any fees due. Fees are due when you ~~submit~~send your Payment Instruction or an instruction to buy and send Digital Content,~~and.~~ Our fees are ~~non-not~~ refundable. We will ~~let~~tell you ~~know~~ the exact amount you must pay in the App before you ~~are asked to~~ confirm your Payment Instruction or send Digital Content.

~~13.2.~~ Our exchange rate is the rate set by us for the relevant currency pair and Service, which will generally change on a daily basis. For some currencies, there will be a difference between the exchange rate at which we buy foreign currency and the exchange rate provided to you, which is designed to cover our costs.

~~13.3.~~ When you make Transfers, load your Wallet and pay for Digital Content in a different currency from the one in which your Payment Method is denominated (e.g. you pay in EUR to receive an equivalent amount in a different currency) we will apply our standard exchange rate (which may change at any time) and any applicable Service Fees for such exchange, as set out in the App at the time of conversion.

~~13.4.~~ The Wallet is designed for you to make Transfers, not as a way to save money in a different currency. An Inactivity Charge will apply when you have funds in your Wallet but have not made a Transfer from the Wallet for over two (2) years. Before charge or increase the Inactivity Charge we will contact you. The longer you hold funds in the Wallet without making a Transfer or asking for a refund, the more the Inactivity Charge will be:

~~13.4.1.~~ EUR 30 a month (i.e. equivalent to approximately EUR 1 a day to cover our costs of holding funds for you) for the first two years of inactivity.

~~13.4.2. EUR 50 a month after the first two years of inactivity (i.e. from four years after you stopped using your Wallet).~~

~~13.5. You authorise us to deduct any Inactivity Charge or Service Fees and/or any other amounts you owe us from your Wallet.~~

~~13.6.13.4.~~ Others might impose taxes, fees or charges on you, e.g. for use of a particular Payment Method to fund a Transfer or load the Wallet (e.g. unauthorised overdraft fees).

~~13.7.13.5.~~ Others might impose taxes, fees or charges on the ~~Recipient~~recipient, e.g. a Service Provider may charge the recipient a fee to withdraw the ~~Transfer Payout Amount~~. ~~We may offer you the option of sending additional Transfer funds to cover the cost of that fee.~~

~~13.8.13.6.~~ Your Payment Method may give you chargeback rights. You agree that you will not request a chargeback for reasons for which we are not responsible, such as a dispute with your Recipient. We may charge you for our costs associated with ~~your~~any chargebacks. you make or attempt which are not in accordance with this Agreement.

13.7. You can load your Wallet using a Payment Method in your name, which is accepted in the App. You will see the available Pay-in Method when you choose to add funds to your Wallet. We cannot guarantee the availability of any particular Payment Method and we may change or stop offering a Payment Method at any time without notice to you.

14. INTELLECTUAL PROPERTY

~~14.1. The App and All rights, title and interest in and in relation to the App, the Services, the content, and all intellectual property relating to them and contained in them (any other software including but not limited to our website, any APIs, code, data, content, specifications, as well as copyrights, patents, database rights, trademarks, and service marks), are owned by us, our affiliates, or relevant third parties. All rights, title, and interest in and to the Taptap Send website~~

~~14.1. You can only use the App and the Services remain our property and/or the property of such other third parties.~~

~~14.2. The App and the Services may be used only~~ for the purposes permitted by this Agreement or ~~described on our website. You are authorised solely~~otherwise specified by us. We authorise you only to view and ~~to retain~~keep a copy of the pages of our website or the App for your own personal use. You may not duplicate, publish, modify, create derivative works from, participate in the transfer or sale of, post on the internet, or in any way distribute or exploit the Taptap Send website, App, Services, or any portion thereof for any public or commercial use without our express written permission. You may not: (i) use any robot, spider, scraper, or other automated device to access the App or the Services; and/or (ii) remove or alter any copyright, trademark or other proprietary notice or legend displayed on the Taptap Send website (or printed pages of the website).

~~14.2.14.3.~~ The name "Taptap Send" and other names and marks of ownership of Taptap Send's products and/or services referred to on the Taptap Send website are our exclusive marks or the exclusive marks of other third parties. Other products, services and company names appearing on the website may be trademarks of their respective owners, and therefore you should not use, copy, or reproduce them in any way.

15. ELECTRONIC COMMUNICATIONS

~~15.1. You acknowledge that this Agreement is entered into electronically, and that the following categories of information ("Communications") may be provided by electronic means:~~

15.1. You agree that the following communications are made electronically:

15.1.1. this Agreement and any amendments, ~~modifications~~ or supplements to it;

~~15.1.2. your Transfer History through the Services;~~

~~15.1.2. any initial, periodic or other your transaction history and statements;~~

15.1.3. disclosures or notices ~~provided in connection with we provide about~~ the Services; ~~including without limitation those required by law;~~

15.1.4. ~~any customer service communications, including communications with respect to claims of error or unauthorised use of the Services;~~ and

15.1.5. any other ~~communication related to the Services or communications from~~ us.

15.2. ~~The Services do not allow for Communications to be provided in paper format or through other non-electronic means. We are not able to provide communications on paper.~~ You may withdraw your consent to receive ~~Communications~~ communications electronically at any time, but if you do, your use of the Services account will be ~~terminated~~ closed. To withdraw your consent, ~~you must please~~ contact us by email, using the "Support" section of the App.

15.3. ~~Copy of Agreement:~~ This Agreement is available for you ~~to review~~ at any time via the App or on our website. ~~We will email a copy of these terms to you when you first register for the Services. You~~ We can also email you a copy if you ask us to email you a copy of these terms (including any modifications) at any time.

~~15.4. Transfer History: Each month, we will email you your Transfer History. You may also download the Transfer History from the App for your own records.~~

~~15.4. Security:~~ You may view your transaction history and statements by logging into your account in the App. Please check these regularly and let us know immediately if you don't recognise a transaction or think we have made a payment incorrectly.

15.5. If we have to contact you ~~because of a suspected or actual~~ about a fraud or security threat, we will ~~do it by calling or texting~~ call your mobile number, or email you.

App:

15.6. In the event of a conflict between information on the App and information on our website, please rely on the information on the App.

16. GENERAL

~~16.1. Governing Law: This Agreement is governed by Belgian law.~~

~~16.1. Disputes: If you want~~ The laws of Belgium apply to take legal action against us this Agreement. Any disputes about our Services as provided under this Agreement must be brought in the courts, only of Belgium.

16.2. You have rights under the courts of Brussels can deal General Data Protection Regulation (GDPR), including the right to access your data, correct inaccuracies, object to certain uses, and request deletion. All personal data provided to us will be treated in accordance with a dispute between us in connection with this Agreement and our Services. our Privacy Policy, which forms part of this agreement.

16.3. ~~No Third Party Rights:~~ Only you and we have any rights under the Agreement.

~~16.4. Language: By default we will communicate with you in the language of your contract with us. You can communicate with us in any of the following languages: English, French,~~

Italian, Spanish, German and any other languages as we may notify you of from time to time, using the contact details above (see the About Us section).

16.4. ~~Waiver:~~ The language of this Agreement is English. All communications relating to it will be in English. If you opt to use the App in a language other than English, you agree to the provision of communications in that language or English. While we do our best to translate the App and other communications, it is the interpretation in English that ultimately applies.

16.5. If you ~~have broken~~break the Agreement and we ~~don't~~don't take action right away, we can still enforce our rights, ~~or we delay in enforcing them, this will not prevent us from enforcing those or any other rights at a later date.~~

16.6. ~~Transfer of rights:~~ You may not transfer any of your rights or obligations under this Agreement to anyone else. We may transfer or assign this Agreement and/or any/all of our rights under this Agreement at any time without your consent.

16.7. ~~Entire Agreement:~~ This Agreement is the entire agreement between you and us. It replaces any earlier understandings, agreements, or discussions between you and us about the subject matter of this Agreement, use of the App and/or our Services.

~~16.8. Severability:~~ If any ~~provision~~part of this Agreement is found to be void, illegal or unenforceable, the remaining ~~provisions~~Agreement will not be affected ~~in any way.~~

16.8. _____.