

Roxa Digital Terms & Conditions



Effective date: 23 January, 2024

The following Terms & Conditions apply between: ROXA DIGITAL LTD ('We', 'Us', 'Roxa' 'the Company'), a company registered in Malta with registration number: C 103553, and with registered office address located at: Premiere Business Centre, Suite 1, Level 2, Constitution Street, MOSTA MST 1750, MALTA, which provides the 'Roxa' voucher token and 'You', the User which has a 'Roxa' account and who will or has purchased and owns the 'Roxa' voucher token.

Warning!

These Terms and Conditions apply in full force and effect to your use of Our website and the Roxa voucher token, and constitutes an express agreement with all the terms and conditions contained herein in full. Do not continue to use Our website of the Roxa voucher token if you have any objection to any of the Terms and Conditions stated on this page.

1. Purpose of these Terms and Conditions

By these Terms and Conditions we aim to define the terms under which you can use the Roxa voucher token. The Roxa voucher token stores electronic money units which represent a claim you hold on the issuer.

2. Description of Our Services

The Roxa voucher token is sold by us, or by selected outlets authorised by Us. The Roxa voucher token is sold at face value, which appears on the voucher. The Roxa voucher token carries an expiry date. The Roxa voucher token allows you to make payments on partnered websites, using a pin through the online Roxa portal. The Roxa voucher token also allows you to credit certain e-money accounts such as Roxa accounts.

3. Use of the Roxa voucher token

Each Roxa voucher token has a 10 alphanumeric character code printed on it. It is by entering this code on a Roxa dedicated online form that You can place an order for payment or to transfer funds using Your voucher.

You hereby accept and acknowledge that all payment orders enacted through the entering of the code will be made by You.

Once you want to purchase a service in one of our partnered websites, and you choose to pay for that service by using the Roxa voucher token, then you must click on the Roxa logo appearing on the payment page. Once you click on the Roxa logo, a new window will open which

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will have the following information;

- The partnered website where you wish to purchase a service from;
- The service or product you wish to purchase from the partnered website;
- The amount you have agreed to pay;

You will then be asked to input the Roxa code. Upon entering the code you will then pay for the service or product featured on the partnered website.

Your Roxa voucher token will then be debited with the amount transferred. You can make as many purchases as you want until the balance on your Roxa voucher token is depleted. We hereby fully reserve Our right to refuse to execute a payment with or without a cause.

Your Roxa account is not a bank account. Your Roxa account cannot be used to receive any remuneration for services rendered, nor it can be used to pay any funds into a bank account. If it comes to Our attention that You use your Roxa account for any such purpose, we fully reserve Our right to close your account and terminate Our service to You.

4. Currencies

The Roxa voucher token is sold in EUR, US\$, GBP and CNY.

5. Our responsibilities

We have put in place all necessary technical measures to provide Our services to You, and to provide you with all necessary access. Our services are available 24/7. However, as with all services which are provided online, either via the internet or telephony networks, we cannot guarantee that Our services will be uninterrupted. Service interruptions can occur for reason of force majeure, technical issues, internet, computer related or network interruptions. Additionally, our services might experience temporary interruptions due to maintenance or upgrades.

6. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS, OUR WEBSITE, SERVICE OR THIRD PARTY WEBSITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE

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AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF OUR WEBSITE, SERVICE OR THIRD-PARTY WEBSITES AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING THEREFROM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE OF OUR LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE ACCESS AND USE OF THE WEBSITE OR ANY SERVICES PURCHASED ON THE WEBSITE EXCEED EUR100. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR ANY INJURY CAUSED BY OUR FRAUD OR FRAUDULENT MISREPRESENTATION

7. Proof of purchase

You expressly agree and warrant that any payment you make using the Roxa voucher token to a partnered website, by entering the code provided to you will be considered as stemming from You. You accept and acknowledge that the use of the Roxa voucher token code is irrefutable proof that You have made the payment. Please note that all transactions that you initiate will be recorded, and will act as proof that You made the transaction.

8. Assistance

In case you require any assistance in setting up your Roxa voucher token account or buying the Roxa voucher token, please contact us at: info@roxa.digital.

9. Complaints and Refunds

In case You want to raise a complaint or request a refund, you can do so by contacting us at: info@roxa.digital.

Refunds will be remitted to your Bank account. Please note that in order to process any refund requests, we will need to collect your KYC. Such KYC includes but is not limited to ID documents, proof of address as well as a proof of your bank account details. Please note that we will be unable to process or refuse any refund requests in cases where we are missing Your KYC.

Further note that there will be a 5% management fee levied on any refunds.

10. Disputed payments

If you wish to dispute a payment you made on a partnered website using the Roxa voucher token, then you need to do so by retrieving the

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payment details on your 'Payments History' tab in your Roxa voucher token account and use the details when contacting the partnered website.

Please note that any such disputed payments need to be resolved with the partnered website directly, and we cannot be part to any such dispute.

You can only raise a payment dispute with Us in cases where you can demonstrate errors from Our part. You can raise nay such payment dispute by contacting us at: info@roxa.digital.

11. Data Protection & Privacy

By using Our Website and Service, you confirm that you have read and understood our Privacy Policy and understand how we collect, use, disclose and share amongst ourselves your Personal Information and disclose such Personal Information to our authorized service providers and relevant third parties. We will only share your Personal Information in order to facilitate and administer Our Service to you or otherwise if required by law.

As data controllers, We will manage and protect your personal information in accordance with all applicable data protection laws. For full and comprehensive information about when and why we collect personal information about you, how we use it, the conditions under which we may disclose it and how we keep it secure, please refer to our Privacy Policy.

We reserve the right at any time and in order to satisfy Our internal requirement as to your Personal Information to request relevant documents, including for the purposes of preventing fraud and/or anti-money laundering and counter-terrorist financing purposes.

12. Account closure

If you wish to close your Account, you may do so by notifying us in writing at: info@roxa.digital

13. General Provisions

Language

All correspondence made under this Agreement shall be in English.
Governing Law & Jurisdiction

The Terms and Conditions of this Website will be governed by and construed under the laws of the country or state in which Roxa Digital operates. You hereby unconditionally submit to the non-exclusive jurisdiction of the courts located in Malta for the resolution of any disputes.

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Severability

Suppose any of Term or Condition is proven to be unenforceable or void under any applicable law. In that case, such shall not render the entirety of these Terms and Conditions unenforceable or invalid.

As a result, any such provision shall be deleted without affecting the remaining provisions herein. The provisions of these Terms and Conditions that are unlawful, void, or unenforceable are deemed severable from these Terms and Conditions and do not affect any remaining provisions' validity and enforceability.

Variation of Terms

We reserve the right to revise these Terms at any time as We sees fit. By using our Website and Service, you are expected to review such Terms regularly to ensure you comprehend all the Terms and Conditions regarding the use of this Website and Our Service.

Assignment

We reserve the right to assign, transfer, and subcontract its rights and/or obligations under this Agreement without any prior notification or consent required. You are not permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

Furthermore, a person who is not a party to these Terms and Conditions shall have no right to enforce any provision contained therein.

Preservation of Immunities

Nothing herein shall constitute a limitation upon the privileges and immunities of Roxa Digital, which are specifically reserved.

Waiver

Our failure to exercise any or all of these Terms and Conditions' provisions at any point in time shall not operate as a waiver of such right or provision.

Entire Agreement

These Terms and Conditions, including any legal notices and disclaimers on this Website, constitute the entire Agreement between Roxa Digital and you concerning your use of this Website. Ultimately, this Agreement supersedes all prior agreements and understandings concerning the same.

Contact us

To resolve any complaint or clarification regarding the use of this Website or its services or receive information concerning that, please contact us at info@roxa.digital