

ZASTRPAY TERMS OF USE FOR END USERS

1. ABOUT THESE TERMS OF USE

These Terms of Use for End Users (hereinafter referred to as the "Terms of Use") govern the opening, use and closure of the Zastrpay Account. By opening a Zastrpay Account the Customer concludes a legally binding agreement with Zastrpay containing the Terms of Use. Prior to registering the Zastrpay Account, the Customer will be provided with copies of Zastrpay's Terms of Use and our Privacy Policy in paper form or on a durable medium. During the contractual term, the Customer may at any time request that the Terms of Use be sent in paper form or on a durable medium. For better readability, the generic masculine form is used in these Terms of Use. Unless otherwise indicated, references to persons in these Terms of Use refer to all genders.

You can find our statement of accessibility at <https://zastrpay.com/en/accessibility-declaration>.

2. DEFINITIONS

The following defined terms are used in these Terms of Use:

"Acceptance Partner" means any natural or legal person who is authorized to act as distributor on behalf of Zastrpay in the process of issuing and redeeming Electronic Money in connection with the Zastrpay Account.

"Account Access Identifiers" means any individual user credentials, passwords, codes, tokens, data and items of any kind (including any combination thereof) set by the Customer or provided to the Customer by Zastrpay upon registering and opening the Zastrpay Account, all as may be amended or renewed from time to time, required for using the Zastrpay Account.

"App" means all applications provided by Zastrpay to the Customer enabling the E-Money Services.

"Applicable Rules" means all laws, acts, regulations, orders and directives and all codes of practice and guidance issued by government agencies, self-regulatory bodies and trade associations (whether or not having the force of law) applicable to the conduct of businesses of Zastrpay or the Customer or in connection with their rights and obligations under these Terms of Use in Malta, Germany or any other relevant jurisdiction.

"Authentication" means a procedure which allows Zastrpay or its Acceptance Partners to verify the identity of a Customer, including the use of the Customer's Account Access Identifiers.

"Business Day" means all days of the week on which Zastrpay is open for business as required for the execution of an E-Money Transaction.

"Consumer" means a Customer that is a natural person, who enters into a legal transaction for purposes that predominantly are outside the Customer's trade, business or profession.

"Customer" means the natural person or legal entity in whose name a Zastrpay Account is opened and maintained.

"Customer Service" means Zastrpay's customer service available under the contact form on the Zastrpay Website under <https://zastrpay.com/en/contact/> or via our email address contactus@zastrpay.com.

"Depositor Compensation Scheme" means the rescue fund for depositors of failed banks which are licensed by the MFSA. The fund pays compensation if a bank is unable to meet its obligations towards depositors or has otherwise suspended payment. More information about the Depositor Compensation Scheme is available from <http://www.compensationschemes.org.mt/>.

"Durable Medium" as defined in Article 2 (10) of Directive 2011/83/EU means any instrument which enables the Customer to store information addressed personally to that Customer in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored. Zastrpay transmits legally required information, declarations and documents on a durable medium. This is done either via email, SMS, or through the inbox within the App. If delivered via the App inbox, the communication is considered received once the Customer has been informed that a message, declaration, or document is available in the inbox and as soon as it becomes actually accessible. The Customer is expressly advised that documents in the App inbox **are automatically deleted after five years** subsequent to their transmission or upload. It is therefore recommended to **download and save the documents locally in a timely manner** to ensure permanent availability.

"Electronic Money" or **"E-Money"** as defined in point (2) of Article 2 of Directive 2009/110/EC ("**EMD2**"), or in any amendments, revisions or replacement of such definition in the future through applicable European transposed directives or directly applicable regulations..

"E-Money-Service" means services provided by Zastrpay to Customer in accordance with its E-Money license granted by the MFSA, *i.e.*, the issuance of E-Money, the processing of E-Money Transaction, or the redemption of E-Money.

"E-Money Transaction" means an act, initiated by the payer or by the payee, of placing, transferring or redeeming E-Money, irrespective of any underlying obligations between the payer and the payee.

"Funds" means banknotes and coins, scriptural money or Electronic Money.

"KYC" or **"Know Your Customer"** means onboarding and due diligence requirements to verifying the identity of Customer to prevent anonymous financial transactions in accordance with applicable AML laws.

"MFSA" means the Malta Financial Services Authority. Further information on the MFSA can be obtained on the MFSA's website at <http://www.mfsa.mt/>.

"Politically Exposed Person" or **"PEP"** means a natural person who is or who has been entrusted with prominent public functions as defined in regulation 2 (1) of the Prevention of Money Laundering and Funding of Terrorism Regulations.

"Privacy Policy" means Zastrpay's data privacy policy as amended from time to time and published on the Zastrpay Website (<https://zastrpay.com/de/datenschutzrichtlinie/>).

"PSD 2" means the revised EU Payment Services Directive 2015/2366/EU.

"QR Code Solution" refers to the process by which a Customer can fund its Zastrpay Account through the purchase of E-Money issued by Zastrpay by depositing cash, initiate an E-Money Transaction, or redeem E-Money held in the Zastrpay Account for cash. To initiate an E-Money Transaction, Customer generates a QR code within the App, which an Acceptance Partner scans at its premises. Zastrpay reserves the right to introduce new technical measures and procedures related to the QR Code Solution and may replace existing security, fraud prevention, and abuse prevention measures with equally effective alternatives or those required by Applicable Law. Moreover, Zastrpay, at its own discretion, has the right to offer other technical solutions in addition or instead of the QR Code Solution.

"Sanctions" means any trade embargoes and other economic sanctions issued or decided under any internationally recognized sanctions regime, e.g. by the United Nations, the EU, the UK and/or the USA or any authority or office in any of such countries or institutions.

"Sensitive Payment Data" means data, including personalized security credentials which can be misused to carry out fraud.

"Strong Customer Authentication" means an Authentication based on the use of two or more elements categorized as knowledge (something only the Customer knows), possession (something only the Customer possesses) and inherence (something the Customer is) that are independent, in that the breach of one does not compromise the reliability of the others, and is designed in such a way as to protect the confidentiality of the Authentication data. Exceptions from the obligation to follow Strong Customer Authentication requirements may be applicable, e.g. in case of Customers adding a payee connected to Zastrpay to a list of trusted beneficiaries.

"Terms of Use" means these terms of use together with any other documents and terms and conditions referred to herein, each as amended from time to time and published on the Zastrpay Website (<https://zastrpay.com/de/nutzungsbedingungen/>), and the registration form, which all shall be deemed to be incorporated into these terms of use and to constitute the agreement between Zastrpay and the Customer.

"Transfer Order" means an instruction by a Customer to Zastrpay requesting the execution of an E-Money Transaction either in the App or through an Acceptance Partner using the QR Code Solution.

"Unique Identifier" means a combination of letters, numbers or symbols specified to the Customer by Zastrpay and to be provided by the Customer to identify unambiguously another Customer or merchant of Zastrpay and/or the Zastrpay Account of that other Customer or merchant for the processing of an E-Money Transaction to such Customer or merchant.

"Verification Provider" means any service provider used by Zastrpay to perform checks regarding the Customer's identity, source of wealth and source of Funds to fulfil its KYC obligations or to prevent fraud. The service providers are named in the Privacy Policy.

"Zastrpay" means C2D Payment Solutions Ltd, a company established in accordance with Maltese law and registered in Malta under the registration number C 91485 with its registered office at 6th Floor, Portomaso Business Tower, St. Julian's, STJ 4011, Malta.

"Zastrpay Acceptance Partner Network" means the points of sale acting as Acceptance Partners (distributors), where the Customer can securely load Funds on the Zastrpay Account and also redeem E-Money from the Zastrpay Account in cash. The points of sale may be located

using our Shop Locator accessed through the following link: <https://zastrpay.com/en/shop-locator/>.

"Zastrpay Account" means a wallet that is provided by Zastrpay to Customer and merchants that accept Zastrpay as a means of payment and which qualifies as payment account in the meaning of Section 1 (17) of the Germany Payment Services Supervision Act (*Zahlungsdiensteaufsichtsgesetz*). It is designed to collect and hold Funds in a secure way and to provide these Funds for purchase of goods or services or the receipt of the purchase price in exchange for the purchase of goods or services. The Zastrpay Account is denominated in Euro.

"Zastrpay Website" means the website available at <http://www.zastrpay.com/>.

"We", "us", "our" means Zastrpay.

"You", "your" and "yourself" means the Customer.

3. ABOUT ZASTRPAY

Zastrpay is a registered trademark of C2D Payment Solutions Ltd and is used by the same in connection with its business operations. Zastrpay is a licensed Electronic Money institution authorised by the MFSA for the provision of Electronic Money as authorised by the Financial Institutions Act (Cap. 376 of the Laws of Malta). Zastrpay exercises its European passport rights to provide its services in other EU member states according to the European Passport Rights for Financial Institutions Regulations (S.L. 376.07). All E-Money Services provided by Zastrpay originate and are provided from Malta.

4. ABOUT THE ZASTRPAY ACCOUNT

- 4.1 The Zastrpay Account provides for a new way of paying and enables the Customer to make or receive E-Money Transactions. Customers can make cash payments to load the Zastrpay Account with Electronic Money in any point of sale of the Zastrpay Acceptance Partner Network.
- 4.2 The process of loading the Zastrpay Account by a cash payment is designed to be as fast and seamless as possible for the Customer.
- 4.3 The Zastrpay Account is denominated in Euro.
- 4.4 The Electronic Money held on the Zastrpay Account does not expire but it will not earn any interest.
- 4.5 The Customer is entitled to redeem Funds from the Zastrpay Account in cash at any time subject to the completion of all verification checks in connection with avoiding money laundering, financing of terrorism and/or fraud or to check, whether the holder of the Zastrpay Account is the person who is entitled to redeem the Electronic Money as required by the Applicable Rules. There is (subject to 9.4) no minimum redemption amount.
- 4.6 The Zastrpay Account is a payment account but not a bank deposit account and, therefore, not subject to the protection mechanism provided by the Depositor Compensation Scheme or any similar scheme. Zastrpay is legally obliged to safeguard all Funds received in exchange for Electronic Money that has been issued. In the unlikely event that Zastrpay becomes insolvent,

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the safeguarding measures ensure that Funds received in exchange for Electronic Money issued are considered to be separate from Zastrpay's own assets.

- 4.7 The Electronic Money on the Zastrpay Account remains the property of the Customer. No person other than the Customer has any rights in relation to the Funds held in a Zastrpay Account, except in cases of universal succession. The Customer shall not be entitled to assign or transfer the Zastrpay Account to a third party or otherwise grant any third party a legal or equitable interest over the Zastrpay Account.
- 4.8 The Zastrpay Account may be subject to upload, transfer and withdrawal limits, depending on the Customer's country of residence, the verification status of the relevant Zastrpay Account and legal requirements to be complied with by Zastrpay in relation to the prevention of money laundering, terrorist financing and/or fraud.
- 4.9 Due to differing Applicable Rules in respective federal states or applicable to different kinds of Acceptance Partner, authentication processes, services and features may not be available at all or restricted in certain federal states or certain points of sale in the Zastrpay Acceptance Partner Network. If there are any restrictions or limitations we will inform you in the App, if possible, when you start initiating an E-Money Transaction or at latest when you scan the QR code through the QR Code Solution or try to execute an E-Money Transaction.

5. ABOUT THE ROLE OF ACCEPTANCE PARTNERS

- 5.1 In the Zastrpay Acceptance Partner Network, the Acceptance Partners provide services to Zastrpay, particularly in connection with the receipt and payout of Funds and/or the support with registration and opening of Zastrpay Accounts. The Customer being present in any location of the Zastrpay Acceptance Partner Network can either fund his Zastrpay Account with E-Money by making a cash payment into the Zastrpay Account and simultaneously or afterwards transfer this E-Money to a payee connected to Zastrpay, or redeem E-Money stored on the Zastrpay Account into cash. This may require the Customer to first generate a QR code (using the QR Code Solution), as far as technically available, so that the Acceptance Partner can process the E-Money Transaction as prepared by the Customer.
- 5.2 Acceptance Partners offer their services related to the E-Money Transaction as a separate ancillary business from their main business. Due to Applicable Rules applicable to the main business of the Acceptance Partner, some points of sale in the Zastrpay Acceptance Partner Network may require checks and further identifications that the Acceptance Partner must carry out at its own responsibility and for its own obligations to allow a Customer to enter the point of sale (e.g. if an Acceptance Partner operates a betting shop (*Wettvermittlungsstelle* or *Wettannahmestelle*) an online query of the player status; known as an "OASIS check" needs to be performed). Depending on the result, the Customer may be denied access to the point of sale of the Acceptance Partner by the Acceptance Partner. In the event of access being denied, the Acceptance Partner acts on its own name and not in the name or on behalf of Zastrpay.

6. YOUR REPRESENTATIONS AND ACKNOWLEDGMENTS

- 6.1 You represent and warrant the following to us:
 - 6.1.1 You are of legal age and are legally competent to enter into an agreement and provide consent to our Terms of Use;

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- 6.1.2 You are acting in your own name and on your own account when you open and use a Zastrpay Account;
- 6.1.3 All Funds used by you to fund the Zastrpay Account originate from legitimate sources or activities;
- 6.1.4 By opening and using your Zastrpay Account you do not violate any Applicable Rules in your country of residence;
- 6.1.5 You are not a Politically Exposed Person or an immediate family member or a close associate of a Politically Exposed Person, unless you have declared to us such PEP status during the account opening process or immediately as soon as such status materialises;
- 6.1.6 You are not a citizen or resident of a country that is subject to Sanctions; and
- 6.1.7 You are not (directly or indirectly) subject to or targeted by Sanctions.
- 6.2 You acknowledge that we are bound by anti-money laundering and counter funding of terrorism requirements and you agree to provide us with accurate and complete information including, without limitation, the identification and verification documentation as well as any other additional documentation or information that we may request from you from time to time to enable us to be compliant with such requirements.

7. OPENING YOUR ZASTRPAY ACCOUNT

- 7.1 You acknowledge that only natural persons acting in their own name and on their own account may open a Zastrpay Account. Opening a Zastrpay Account in the name of and on account of third parties or as a syndicate is not permitted.
- 7.2 You may only open one Zastrpay Account unless we expressly approve the opening of additional accounts and we may close Zastrpay Accounts of any Customer who we are convinced, based on sufficient demonstrable evidence, has opened multiple Zastrpay Accounts.
- 7.3 You can register your Zastrpay Account at the point of sales of the Zastrpay Acceptance Partner Network which offer support for registration (if available in the individual case) or you can register online by using our online identification process. Prior to registering your Zastrpay Account you will be provided with our Terms of Use and our Privacy Policy in paper form or on a Durable Medium.
- 7.4 All information you provide to us upon registering your Zastrpay Account or any time thereafter must be accurate and truthful.
- 7.5 You will be required to prove your identity and residence to us. Your personal details need to be presented face-to-face or, under our sole discretion, using our online registration channel, which features an equivalent face-to-face online registration channel, both instances being verified by us. You will need to fill out Zastrpay's registration forms and provide documents as requested from time to time.
- 7.6 We require documents and information for KYC verification at our absolute discretion. The local support team of our Acceptance Partners or our employees available under contactus@zastrpay.com will guide you accordingly.

- 7.7 By handing over or uploading a document to the App in the course of the online identification – where such document is admissible for identity verification and is accepted by Zastrpay – within the scope of the KYC verification to the staff at a point of sale of the Zastrpay Acceptance Partner Network or the staff of our online identification servicer, you make a legally binding offer to Zastrpay to open a Zastrpay Account and to execute an agreement with Zastrpay. Acceptance of this legally binding offer by Zastrpay takes place with the positive completion of the KYC verification at our local Acceptance Partners or via our online identification process. In addition, you will receive a confirmation of the opening of the Zastrpay Account by email or by SMS to the mobile phone number you have provided.
- 7.8 We reserve the right at any time and without providing a reason to reject your application for opening the Zastrpay Account at our absolute discretion.
- 7.9 You are obliged to submit correct information during the registration process which include, but is not limited to, your physical address, email address and mobile phone number. You are required to inform us without undue delay if there are any changes to your personal details so that we can ensure that the information we hold about you is correct, accurate and always up-to-date. In order to verify the information provided, in particular your identity and other personal details, Zastrpay reserves the right to request evidence and documentation at any time and at its absolute discretion. Notifications and legally binding declarations will be delivered with legal effect to the last address, e-mail address and/or mobile phone number provided by you and will be deemed to have been received.

8. UPDATING YOUR ZASTRPAY ACCOUNT AND KYC DATA

- 8.1 You agree to inform us without undue delay:
- 8.1.1 about any changes to your personal details;
- 8.1.2 if any of your representations and acknowledgments as set forth in Section 6 of these Terms of Use turns out to be incorrect or incomplete or is no longer accurate; and
- 8.1.3 about any other circumstances regarding you and your Zastrpay Account that are reasonably to be considered important.

9. USING YOUR ZASTRPAY ACCOUNT | TRANSFER INSTRUCTIONS TO ZASTRPAY

- 9.1 Uploading of Electronic Money to and redemption of Electronic Money from your Zastrpay Account can only be made and received in cash at our Acceptance Partners and are subject to successful Strong Customer Authentication by you if applicable. Where Strong Customer Authentication is applicable you will be requested to approve transactions using two independent factors, such as an authentication app, PIN, TAN, SMS-OTP or other security feature, each as available.
- 9.2 When funding your Zastrpay Account, you acknowledge the following: The purpose of the transaction is to enable you to fund your Zastrpay Account by making cash payments at our Acceptance Partners. By making a cash payment you load your Zastrpay Account with Electronic Money.
- 9.3 The Customer can choose whether cash being deposited into the Zastrpay Account shall be further transferred directly to a Zastrpay Account of a respective merchant which holds a Zastrpay Account with Zastrpay, or whether the purchased E-Money shall remain in the

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Zastrpay Account of the Customer. If the E-Money transaction is initiated by the Customer, the Customer can decide whether Funds received in its Zastrpay Account shall remain in the Zastrpay Account or immediately redeemed in cash at a point of sale within the Zastrpay Acceptance Partner Network by using the QR Code Solution. The immediate transfer and/or withdrawal of E-Money may be subject to restrictions due to Applicable Rules or further Authentications due to Applicable Rules.

- 9.4 Any Transfer Order shall become effective when it is received by Zastrpay via the use of the QR Code Solution or, in case of a Transfer Order in the App, on receipt by Zastrpay. Due to the fact that the issuance (purchase of E-Money) and redemption of E-Money by a Customer using the QR Code Solution is only available at points of sale in the Zastrpay Acceptance Partner Network, a cash deposit for issuance and cash withdrawal for redemption are only possible during business hours of the respective Acceptance Partners' point of sale. If the time of receipt is not on a Business Day, the Transfer Order shall be deemed to have been received on the following Business Day at latest. The Transfer Order cannot be revoked after receipt.
- 9.5 A Transfer Order is generally executed immediately, but in any case by the end of the following Business Day at the latest. We shall make reasonable efforts to ensure that all transactions are processed in a timely manner as possible.
- 9.6 There is no minimum pay-in amount to your Zastrpay Account.
- 9.7 The maximum single transaction pay-in amount to your Zastrpay Account shall be EUR 10,000.
- 9.8 Zastrpay will set limits for E-Money Transactions if required by Applicable Rules. In case of imposing such limits, we will make the new limits available in the App..
- 9.9 In certain cases of suspected money laundering or Sanctions, legal or regulatory prohibitions, we may refuse to execute your Transfer Order. In such a case, we will notify you within one Business Day at the latest about the reasons for this and the procedure for correcting any factual mistakes that led to the refusal, unless prohibited by Applicable Rules. We will not refuse to execute your Transfer Order without any reason, if all requirements set forth in these Terms of Use are met and the execution of your Transfer Order is not prohibited by Applicable Rules.
- 9.10 You can access your transaction history pertaining to your Zastrpay Account with the assistance of our Customer Service or the App provided by Zastrpay. The transaction history is available in the App and otherwise provided by Zastrpay upon request free of charge.

10. FEES

Fees are listed in the Fee Table enclosed to these Terms of Use as Appendix A. If no fees are listed in the Fee Table enclosed to these Terms of Use as Appendix A, the services by Zastrpay are provided free of charge.

11. KEEPING YOUR ZASTRPAY ACCOUNT SAFE

- 11.1 You must take all reasonable and appropriate steps to keep your Zastrpay Account, your Account Access Identifiers, your email accounts and your mobile phone number notified to us safe at all times and to prevent unauthorized use. You must comply with all security procedures we may inform you about from time to time.

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- 11.2 You must prevent disclosure of your Account Access Identifiers to unauthorized parties. Any message you receive or website you visit that asks for any of your Account Access Identifiers, other than Zastrpay's, should be reported to us. If you are in doubt whether an inquiry regarding your Zastrpay Account or your Account Access Identifiers is genuine, you should immediately contact our Customer Service. It is advisable to change Account Access Identifiers chosen by you regularly in order to reduce the risk of a security breach. We advise you to choose comprehensive Account Access Identifiers that are not easily guessed by third parties from information easily available about you.
- 11.3 The Customer is entitled to add payees connected to Zastrpay to a list of trusted beneficiaries in the App. The list of trusted beneficiaries is a list of payees managed by Zastrpay and created by the Customer, for whom Zastrpay may refrain from applying Strong Customer Authentication. The Customer can request Zastrpay to create a list of trusted beneficiaries and to add a payee to this list in the App. The list of trusted beneficiaries can be amended and adapted by the Customer at any time. The process of creating and/or amending the list of trusted beneficiaries itself requires Strong Customer Authentication. If the Customer removes a payee from the list of trusted beneficiaries or delete the list of trusted beneficiaries completely in the App, future E-Money Transactions to payees which have been removed from the list of trusted beneficiaries will require Strong Customer Authentication again.
- 11.4 If you have any indication or suspicion that your Zastrpay Account or Account Access Identifiers have been lost, stolen, misappropriated, used without authorisation or otherwise compromised, you must change your Account Access Identifiers and contact our Customer Service immediately. Any undue delay in notifying us may not only affect the security of your Zastrpay Account but may result in you being liable for any losses that may consequently result where your failure to notify us is intentional or grossly negligent. If you suspect that your Zastrpay Account was accessed by someone else, you should also contact the police and report the incident.
- 11.5 We may temporarily suspend your Zastrpay Account or otherwise restrict its functionality on reasonable grounds relating to the security of the Zastrpay Account or any of its security features or if we reasonably suspect that an unauthorized or fraudulent use of your Zastrpay Account occurs or has occurred or that any of its security features have been compromised. We will notify you of any suspension or restriction and of the reasons for such suspension or restriction in advance or, where this is not possible under the given circumstances, immediately after the suspension or restriction has been imposed, unless notifying you would be unlawful or compromise our reasonable security interests. We will lift the suspension and/or the restriction as soon as practicable after the reasons for the suspension and/or restriction have ceased to exist.
- 11.6 Should we have reasonable grounds to suspect that your Zastrpay Account is at risk of fraud or a security threat, we will use the fastest and most secure way of contacting you using the personal details you have provided to us to advise you on further steps.
- 11.7 Additional products or services you use may have additional security requirements and you must familiarize yourself with those as notified to you.

12. SUSPENSION OF YOUR ZASTRPAY ACCOUNT

- 12.1 We may at any time (temporarily) suspend your Zastrpay Account without notice if:
- 12.1.1 you breach any condition of these Terms of Use; or
 - 12.1.2 you violate or we have reason to believe that you are in violation of Applicable Rules (including your obligations under anti-money laundering and counter funding of terrorism laws).
- 12.2 When deciding on the suspension in accordance with Clause 12.1, we will take into account your legitimate interests, in particular whether there are indications that you are not responsible for the violation and/or breach.
- 12.3 We may suspend your Zastrpay Account at any time if we have reason to believe that your Zastrpay Account has been compromised or for other security reasons as set forth in Clause 11.
- 12.4 We may notify you either prior to the suspension of your Zastrpay Account or, if prior notification is not possible under the circumstances, promptly after the suspension unless we are prohibited by Applicable Rules to notify you.

13. CLOSING YOUR ZASTRPAY ACCOUNT | WITHDRAWAL OF FUNDS

- 13.1 You may close your Zastrpay Account at any time and at no cost to you by contacting any of our Acceptance Partners or our Customer Service. Closing your Zastrpay Account is equivalent to a termination of your Zastrpay Account and the legal agreement between us as set forth in Clause 14. Your obligations with regards to keeping your Zastrpay Account safe as set forth in Clause 11 shall continue to apply.
- 13.2 If your Zastrpay Account holds a balance at the time of its closure, such Funds are not redeemable in cash within the Zastrpay Acceptance Partner Network anymore. Any remaining Funds in your Zastrpay Account may only be redeemed by bank transfer. The redemption must be made to a bank account held in your name and subject to previous verification and KYC checks by Zastrpay in accordance with Applicable Rules. To initiate the redemption, you must contact our Customer Service and provide the necessary account details and documentation as requested. We suggest that you redeem your remaining funds in cash until the closure date of your Zastrpay Account notified to you by us. Funds will not earn any interest while in your Zastrpay Account or after the closure of your Zastrpay Account.

14. TERM AND TERMINATION OF THE AGREEMENT

- 14.1 The agreement is concluded for an indefinite period.
- 14.2 You may terminate the agreement between us regarding your Zastrpay Account at any time and at no cost to you by sending us a notice of termination by email to contactus@zastrpay.com or by sending a notice of termination in text form to our address C2D Payment Solutions Ltd, 6th Floor, Portomaso Business Tower, St. Julian's, STJ 4011, Malta.
- 14.3 We may terminate the agreement between us regarding your Zastrpay Account by giving you two months' prior notice via Durable Medium. Together with the termination notice or at the next possible opportunity we may provide you with instructions on how to redeem any remaining Funds.
- 14.4 We reserve the right to permanently close your Zastrpay Account and terminate the agreement with you at any time immediately by giving notice if:

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- 14.4.1 you breach any material condition of these Terms of Use;
- 14.4.2 you violate or we have reason to believe that you are in violation of Applicable Rules (including your obligations under anti-money laundering and counter funding of terrorism laws);
- 14.4.3 we have reason to believe that you are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity; or
- 14.4.4 we have reason to believe that another Zastrpay Account is held by you which is or has been used for any fraudulent activity, money laundering, terrorism financing or other criminal activity, or if you do not comply with our request in due time to provide us with information and/or documents which we are obliged to obtain for reasons of prevention of fraudulent activities, money laundering, financing of terrorism or other criminal activities.
- 14.5 Upon any termination of the agreement between us, your Zastrpay Account will be closed by us and you will no longer be able to use your Zastrpay Account. All provisions contained in these Terms of Use regarding indemnification, representations, warranties, liability and limits thereon and confidential information shall survive the termination of the agreement between us. Termination shall not relieve neither you nor us of any liabilities hereunder.

15. DATA PRIVACY

- 15.1 Information regarding the processing of your data is provided in our Privacy Policy.

16. CHANGES TO THESE TERMS OF USE

16.1 Offer of amendments

Any amendments to these Terms of Use shall be offered to the Customer via Durable Medium no later than two months before their proposed date of entry into force.

16.2 Acceptance by the customer

The amendments offered by Zastrpay shall only become effective if the Customer agrees to them. By continuing to use your Zastrpay Account from the time the amended Terms of Use take effect, you implicitly give your consent to the amendments.

16.3 Acceptance by way of deemed consent

Silence on the part of the Customer shall only be deemed to constitute acceptance of the offered amendments (deemed consent (*Zustimmungsfiktion*)) if:

- 16.3.1 Zastrpay is offering amendments to restore the conformity of the contractual provisions with a change of the Applicable Rules because a provision of these Terms of Use
 - i. is no longer consistent with the legal position applicable to Zastrpay as a result of a change in the law, including administrative rules; or
 - ii. is rendered ineffective or may no longer be used by Zastrpay as a result of a final court decision; or
 - iii. is no longer in compliance with the regulatory obligations of Zastrpay as a result of a binding administrative act or other measure issued by a national or international competent authority (e.g. MFSA);and
- 16.3.2 the Customer has not rejected Zastrpay's offer of amendments before the proposed date of the entry into force of the changes.

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16.3.3 In its offer of amendments, Zastrpay shall specifically draw the Customer's attention to the consequences of remaining silent.

16.3.4 **Exclusion of deemed consent**

Deemed consent shall not apply:

- i. to amendments affecting the obligations under the agreement to perform principal services and the charges for principal services; or
- ii. to amendments which amount to the conclusion of a new agreement; or
- iii. to amendments which would significantly shift the previously agreed relationship between performance and remuneration in favour of Zastrpay.

In these cases, Zastrpay shall use other means to obtain the customer's consent to the amendments.

16.4 **Customer's right of termination**

The Customer may also terminate the agreement affected by the amendment without notice and free of charge prior to the proposed date of entry into force of the amendments in accordance with Section 14.1. If the Customer terminates, he may no longer use his Zastrpay Account; if his Zastrpay Account has a credit balance at the time of termination, Section 13.2 shall apply accordingly.

17. LIABILITY

17.1 In the case of an unauthorized execution of an E-Money Transaction, we shall have no claim against the Customer for reimbursement of our expenses. We will refund the amount of the E-Money Transaction to the Customer and, if the amount has been debited to its Zastrpay Account, to restore the balance of the Zastrpay Account to what it would have been without debiting for the unauthorised E-Money Transaction. This refund will be fulfilled no later than the end of the Business Day following the day on which we were notified that the E-Money Transaction is unauthorized, or we have otherwise learned thereof. If we have informed a competent authority in writing of justified grounds for suspecting fraudulent conduct on the part of the Customer, we must examine our obligation to refund and restore the balance without delay and fulfil this obligation when the suspicion of fraud is not confirmed. If the E-Money Transaction was triggered by a payment initiation service provider, the aforementioned obligations shall be borne by us.

17.2 Notwithstanding Clause 17.1, the Customer shall bear the losses relating to any unauthorized E-Money Transaction, where the unauthorized E-Money Transaction arises from your failure to keep your Account Access Identifiers safe in accordance with Clause 11 or was caused by acts or lack of action of an employee, agent or branch of a payment service provider or of an entity to which we outsource activities, in which case you shall remain liable for the first EUR 50,--, unless you have acted fraudulently or compromised the security of your Zastrpay

Account with wilful intent or gross negligence, in which case you shall be solely liable for all losses.

17.3 Clause 17.2 shall not apply:

17.3.1 if we do not require Strong Customer Authentication, or if the payee or the payment service provider of the payee fails to accept Strong Customer Authentication, unless you have acted fraudulently; or

17.3.2 if you fail to notify us without undue delay of any loss or unauthorized use of your Account Access Identifiers or other event that could reasonably have been expected to have compromised the security of your Zastrpay Account after you gained knowledge of such event in which case you shall remain liable for losses incurred until you have duly notified us, unless we have not provided appropriate means for the notification at all times of lost, stolen or misappropriated Account Access Identifiers or Zastrpay Accounts, except where you have acted fraudulently.

17.4 In the case of a non-execution, incorrect or late execution of an E-Money Transaction, we shall, as soon as practicable, refund the payment amount including all fees deducted and any charges for which we are responsible and we shall ensure that the credit value date for the relevant E-Money Transaction is no later than if the transaction had been correctly executed. If the E-Money Transaction was triggered by a payment initiation service provider, the aforementioned obligations shall be borne by us.

17.5 In the event of a delay in the execution of an authorised E-Money Transaction, the Customer may request us to instruct the payment service provider of the payee to credit the payment amount to the payee's payment account as if the E-Money Transaction had been executed correctly. The obligation under sentence 1 in this Clause 17.5 shall also apply if the E-Money Transaction is initiated by the Customer via a payment initiation service provider. If we prove that the payment amount was received by the payee's payment service provider in good time, the obligation under this Clause 17.5 shall not apply.

17.6 If the E-Money Transaction has not been executed or has been executed incorrectly, we shall, at the Customer's request, trace the E-Money Transaction and inform the Customer of the result.

17.7 In the event of non-execution, incorrect execution or delayed execution of an authorised E-Money Transaction or in the event of an unauthorised E-Money Transaction, the Customer may demand compensation from us for any losses not already covered by the Clauses **Error! Reference source not found.** to 17.5. This shall not apply if we are not responsible for the breach of duty. In this case, we shall be liable for any fault attributable to an intermediary as if it were our own fault, unless the essential cause lies with an intermediary specified by the Customer. If the Customer has contributed to the occurrence of damage through culpable conduct, the

extent to which we and the Customer shall bear the damage shall be determined in accordance with the principles of contributory negligence (*Grundsätze des Mitverschuldens*).

- 17.8 Liability under Clause 17.7 is limited to 12,500 Euro. This liability limit does not apply to unauthorised E-Money Transactions, in the event of intent or gross negligence on the part of us, to risks that we have specifically assumed and to interest losses of the Customer.
- 17.9 Any liability by us under the Clauses 17.4 to 17.8 shall be excluded in the following cases:
- 17.9.1 We prove to you that the full amount of the E-Money Transaction was received by the payee's payment service provider in due time.
- 17.9.2 The E-Money-Transaction was executed in conformity with the incorrect Unique Identifier provided by you. In this case, you may, however, request us to make reasonable efforts to recover the transferred Funds. If it is not possible to recover the transferred Funds, we shall be obliged to provide you with all available information upon written request so that you can assert a claim for reimbursement of the transferred Funds against the actual recipient of the E-Money Transaction.
- 17.10 Any claims by you under the Clauses 17.1 to 17.9 and any objections by you against us as a result of non-execution or incorrect execution of E-Money Transaction or as a result of unauthorized E-Money Transaction shall be precluded if you fail to inform us thereof within a period of 13 months at the latest after being debited for an unauthorized or incorrectly executed E-Money Transaction. This period shall commence only once we have informed you about the debit entry for the E-Money Transaction through the App no later than one month after the debit entry was made; otherwise, the date on which you are informed shall determine when the period commences. You may assert claims for compensation also after expiry of the 13 months period if they were prevented, through no fault of their own, from adhering to this period. The aforementioned also applies if you have initiated the E-Money via a payment initiation service.
- 17.11 Any claims by you shall be precluded if the circumstances substantiating a claim are based upon an exceptional and unforeseeable event on which we have no influence and whose consequences could not have been avoided even by exercising due diligence or were brought about by us as a result of a statutory obligation.
- 17.12 Nothing in these Terms of Use shall operate to exclude liability for death or personal injury due to negligence or for fraud or fraudulent misrepresentation or for any statutory liability.
- 17.13 We shall not be liable for the assessment or payment of any taxes, duties or other charges incurred by you arising out of or in connection with your use of the Zastrpay Account.

18. INDEMNIFICATION

- 18.1 You agree to indemnify, reimburse and compensate us and hold us harmless from any claim, demand, expenses or costs (including legal fees, fines or penalties) that we incur or suffer due to or arising out of your breach of these Terms of Use, breach of any Applicable Rules or your

use of the Zastrpay Account and our services. This provision shall survive the termination of the agreement between you and us.

- 18.2 You shall grant a legal lien for Zastrpay on all balances to which you are entitled under these Terms of Use to secure all existing and future, including conditional, claims to which Zastrpay is entitled against you under these Terms of Use, in particular claims for damages. Zastrpay accepts this lien right order of you. If Funds or E-Money come into our possession with the proviso that they may only be used for a specific purpose, our lien does not extend to these Funds.

19. TECHNICAL AVAILABILITY OF THE APP

- 19.1 The App is available on average 98,5% of the time in a calendar month. Zastrpay shall let the Customer know about any downtime that affects the Customer via the App.
- 19.2 In order to ensure the quality and further development of the App, Zastrpay is entitled to carry out maintenance work. Maintenance work is not taken into account when calculating the availability of the App. As far as possible, Zastrpay shall carry out maintenance work at times when the App is not in heavy use. The Customer shall be notified of maintenance work with reasonable advance notice via the App.
- 19.3 When calculating the availability of the App, periods during which the App is unavailable due to urgent adjustments or updates to the IT infrastructure used for the App to remedy security vulnerabilities, acute software/hardware instability or imminent danger, such as ongoing attacks, shall also not be taken into account. In such cases, Zastrpay may also carry out unscheduled and unannounced maintenance work. However, Zastrpay shall endeavour to notify the Customer immediately and inform them of the status of the maintenance work via the App.
- 19.4 When calculating availability, periods during which the App is unavailable due to technical or other problems beyond Zastrpay's control (force majeure, fault of third parties (who are not vicarious agents), causes within the Customer's sphere of influence (e.g. hardware faults), etc.) shall not be taken into account.
- 19.5 Clause 17 remains unaffected by the aforementioned provisions of this Clause 19.

20. HOW TO CONTACT US

If you have a request for information or would like to clarify anything in connection with your Zastrpay Account and our services kindly contact our Customer Service available through the contact form on the Zastrpay Website under <https://zastrpay.com/en/contact/> or via our email address at contactus@zastrpay.com.

21. HOW TO FILE A COMPLAINT

- 21.1 If you are unhappy with our service, you can send us a complaint. We will charge no fees for handling your complaint.
- 21.2 You may file a complaint regarding anything in connection with your Zastrpay Account and our services in writing through our specific email address complaints@zastrpay.com. To allow us to best process your complaint, we recommend that you provide us with as much detail as possible regarding your grievance. Alternatively, you may send us your complaint through

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physical mail at our registered address being C2D Payment Solutions Ltd, 6th Floor, Complaints Management, Portomaso Business Tower, St. Julian's, STJ 4011, Malta (this is also our summonable address).

- 21.3 We will carefully examine the matter and endeavour to inform you of our decision within 15 Business Days. In exceptional situations, we may not be able to reply within 15 Business Days for reasons beyond our control. In such cases we will inform you about the reasons for the delay in answering your complaint and specifying the deadline by which you will receive our decision. The deadline for our decision shall in no case exceed 35 Business Days.
- 21.4 In the event of disputes, you may contact any of the following competent, independent, accredited arbitration bodies. We participate in dispute resolution proceedings before these accredited arbitration bodies:
- 21.4.1 **European Consumer Centre (ECC-Net), Alternative Dispute Resolution service of the EU:** Information on the ECC-Net and how to contact them is available at https://commission.europa.eu/live-work-travel-eu/consumer-rights-and-complaints/resolve-your-consumer-complaint/european-consumer-centres-network-ecc-net_en. This service provides assistance in multiple languages. You may also visit the EU's Online Dispute Resolution platform (ODR platform), which the EU Commission provides at <https://ec.europa.eu/consumers/odr>. Complaints can only be submitted to the ODR platform until 20 March 2025. On 20 July 2025, the ODR platform will be discontinued by the EU Commission.
- 21.4.2 **Malta:** In accordance with the Arbiter for Financial Services Act (Cap. 555 of the Laws of Malta) you further have the possibility to address any concern not dealt with to your complete satisfaction in the English language to the Office of the Arbiter for Financial Services by post or through its website at <https://financialarbiter.org.mt/>. In addition to that, you may contact the Central Bank of Malta (CBM) if you feel that the complaint is in relation to an infringement of Directive (EU) 2015/2366 (PSD2) or CBM Directive No 1. Information on how to contact the CBM is available through its website at <https://www.centralbankmalta.org/>.

22. APPLICABLE LAW

The Parties agree that the contractual relationship between them shall be governed by and construed in accordance with German Law, excluding the reference provisions of international private law. Excluded from this choice of law are the mandatory Consumer protection provisions of the Customer's country of residence. Consumers are always entitled to invoke more favourable consumer protection provisions under the law of their country of residence.

23. MISCELLANEOUS

- 23.1 The Customer shall not be entitled to assign the Zastrpay Account or any rights under the Terms of Use to any third party.
- 23.2 In the event that any of the above or below clauses are invalid in whole or in part, then the agreement concluded between the Customer and Zastrpay shall remain effective. Insofar as individual clauses are ineffective, the statutory regulation of the Applicable Law shall take their place. If such statutory law is not available in the respective case or would lead to an unacceptable result, the parties shall enter into negotiations to replace the ineffective

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provision with an effective provision that comes as close as possible to the ineffective provision.

- 23.3 The contract languages are German and English. In the event of contradictions, the German version shall prevail.

Version: 2.0EN

Appendix A

Fee Table

No charges are applicable.