

Terms and Conditions applicable to Luxon Payments Ltd

IMPORTANT INFORMATION: These terms and conditions (“**Terms**”) govern the use of the Services (as defined below) provided by us to any person whose application we approve (“**you**” or “**your**”).

By activating your Wallet (as defined below) with us, you confirm that you have read, understood and agree to these Terms. We recommend that you print a copy of these terms for future reference.

These Terms refer to the following additional terms, which also apply to your use of the Services:

- a. Our Privacy Policy, which sets out the terms on which we process your personal data. You agree that any and all personal data provided by you is accurate.
- b. Our Cookie Notice <https://luxonpayments.com/cookie/notice/>, which sets out information about the cookies used on our website.

Latest update: 3rd August 2019 Version 1.09

1. Definitions & Interpretation

1.1 In these Terms, words and expressions have the following meanings, unless otherwise stated:

“**Account Information Service Provider**” means a third-party payment service provider which is authorised to provide an online service which accesses one or more of your payment accounts to provide a consolidated view of such accounts under a separate agreement with you;

“**Applicable Laws**” means any applicable statutes, laws, ordinances, orders, judgments, decrees, rules or regulations issued by any government authority, and any judicial or administrative interpretation of any of these;

“**App**” means the Luxon Pay Mobile Application and any other software (for use on mobile devices or otherwise) offered by us in the future offering similar or additional functionality as the Luxon Payments Mobile Application;

“**Available Balance**” means the amount of E-Money issued by Mercury Foreign Exchange Limited to you, but which you have not yet spent or redeemed;

“**Business Day**” means a day (other than a Saturday or Sunday or a public holiday) when commercial banks are open for ordinary banking business in England;

“**E-Money**” means electronic money issued by Mercury Foreign Exchange Limited to you where each unit represents a value of €1 (one Euro) for use by you in transferring value to Merchants or receiving value back from Merchants;

“**Fees**” has the meaning given to it in Clause 7;

“**Force Majeure Event**” means any event or circumstance which is beyond our reasonable control, including: any act of God, flood, earthquake or other natural disaster, terrorist acts, riots, war, sanction or embargo, fire, explosion or accident, industrial action of any kind (other than induced by us), interruption or failure of any utility service or act taken by any government authority;



“**Inbound Transaction**” means a Refund or a payment in E-Money from a Merchant to you of winnings from their gaming and betting activities in which you have participated or a transfer of E-money from another Wallet holder;

“**Merchant**” means a third-party provider of online or in-person gaming and betting activities, or other services, authorised by us to accept Outbound Transactions and make Inbound Transactions;

“**Intellectual Property Rights**” means patents, utility models, trademarks, service marks, trade and business names, rights in designs, copyright (including rights in software), database rights, domain names, semiconductor topography rights, rights in inventions, rights in know-how and confidential information and other intellectual property rights which may subsist in any part of the world, in each case whether registered or not (and including applications for registration);

“**Losses**” means all losses, damages, claims, liabilities, costs and expenses of any kind (including reasonable legal fees and expenses);

“**Outbound Transaction**” means a payment by you for goods, services, privileges or other rights using E-Money or transfer of E-money to another Wallet holder;

“**Payment Initiation Service Provider**” means a third-party payment service provider which is authorised to provide an online service which accesses your payment account to initiate the transfer of funds on your behalf under a separate agreement with you;

“**Refund**” means a partial or full reimbursement to you in E-Money from a Merchant for an earlier Outbound Transaction with the same Merchant that was either not redeemed or for which it is otherwise determined the amount paid, partially or in full, should be returned;

“**Security Credentials**” means security information (such as answers to questions known only to you, usernames, passwords, passcodes, PIN, or codes generated through a multi-factor authentication security device) that may be used to access your Wallet or make Outbound Transactions;

“**Services**” has the meaning given to it in Clause 4;

“**TPP**” means a third-party provider which is either an Account Information Service Provider and/or Payment Initiation Service Provider;

“**Transactions**” means Outbound Transactions and Inbound Transactions;

“**Website**” means www.luxon-pay.com;

“**Wallet**” means a digital wallet account on our systems that is specific to you where we record your Available Balance, data relating to your Transactions and other information from time to time; and

“**we**”, “**us**”, “**our**” means Mercury Foreign Exchange Limited, and Luxon Payment Ltd acting on its behalf.

1.2 In these Terms:

- (a) references to “**include**” or “**including**” do not limit the generality of any preceding words and are to be construed without limitation;
- (b) references to a “**person**” include any individual, company, partnership, joint venture, firm, association, trust, government authority or other body or entity (whether or not having separate legal personality);
- (c) the headings are inserted for convenience only and do not affect the construction of these Terms; and



- (d) unless the context otherwise requires, words in the singular include the plural and vice versa and a reference to any gender includes all other genders.

2. Changes to these Terms

- 2.1 We may update or amend these Terms from time to time. Every time you wish to use our Services, please check these Terms to ensure you understand the terms that apply at that time. Reasons why we may change these Terms may include, without limitation changes:
- (a) to the services we provide;
 - (b) in market conditions or operating costs that affect our business;
 - (c) in technology;
 - (d) in payment methods;
 - (e) in Applicable Laws;
 - (f) to make them clearer or more favourable to you; or
 - (g) to our systems.
- 2.2 Notice of any changes to these Terms will be given on the App or by notification by email at least two (2) months in advance. If you disagree with the changes to these Terms, you may discontinue your use of the App and the Services by notifying us and terminating your Wallet in accordance with Clause 14 below within the two (2) month notice period. If you do not notify us to the contrary during this period, you will be deemed to have accepted the changes.
- 2.3 We may make immediate changes to the exchange rate used to convert the transfer of funds from or to your Wallet in a currency other than Euros. You will be able to confirm then current applicable exchange rate in the App at the time of the transfer is being made. See Clauses 6.6 and 15.7.

3. Registration and Eligibility

- 3.1 You may register for a Luxon Pay Wallet via the App or other means that we may in the future prescribe. If you choose to register for a Wallet, you agree to provide us with true, accurate, current and complete information about yourself, which includes certain biometric data (including a facial scan and a thumbprint/fingerprint scan), and update us if there are any changes to that information or data.
- 3.2 You warrant that you are legally deemed as having full capacity and you are at least 18 years of age. In order for you to prove your capacity and/or your age, we reserve the right to request from you any extra information.
- 3.3 Your Wallet will not be activated unless we have been provided with the required information so that we may identify you and comply with all applicable know-your-customer (“KYC”) requirements. We shall keep records of the information and documents you provide in accordance with our Privacy Policy; <https://luxonpayments.com/privacy/> and all applicable legal and regulatory requirements.



- 3.4 We reserve the right to not accept your application for a Wallet and we are not obliged to provide the reason for declining your application. If we have reasonable grounds to suspect that any information you have provided to us is untrue, inaccurate or incomplete, we may suspend or terminate your Wallet and refuse any and all current or future use of the Services by you.

4. Services

- 4.1 We will provide the following services to you (collectively, the “Services”) in accordance with the remainder of these Terms:
- (a) providing and maintaining the App;
 - (b) exchanging funds received from you by us for E-Money and exchanging E-Money contained in your Wallet for funds to be paid to you;
 - (c) hosting a digital wallet account enabling you to store E-Money;
 - (d) managing Transactions in your Wallet, including tracking and messaging additional information;
 - (e) certain payment services enabling you to send and receive E-Money; and
 - (f) other means of using our platform to enable Transactions with Merchants as may be offered in the future, and related services.
- 4.2 Your eligibility to access certain Services may depend on the country in which you reside or are based from time to time. You shall not attempt to access or make use of the Services from or in any jurisdiction where such access or use is prohibited by Applicable Laws.

5. Access to your Luxon Pay Wallet and Use of the Services

- 5.1 You may access your Wallet by logging into the App or on the Website. From here, you will be able to see your Wallet history and Transaction activity, and view and edit your Wallet details. You should check your Wallet history and Transaction activity regularly and contact us immediately in relation to any irregularities or enquiries. You can contact us in accordance with Clause 18. We shall not be liable for any Losses that result from any inaccurate information you provide.
- 5.2 Your monthly statements of all transactions on your Wallet will be accessible via App. We will send a notification when each statement becomes available with a link to the App to the email address associated with your Wallet in the notification email. If there are no transactions on your Wallet in a given month, we will not post them on the App.
- 5.3 To the extent that you are required to separately on-board with any Merchant, you acknowledge and agree that we shall not be required to authorise any Transactions with that Merchant unless and until you are separately on-boarded as required by them. You take full responsibility for ensuring that you are on-boarded with the relevant Merchant prior to attempting to make a Transaction with that Merchant.
- 5.4 You acknowledge and agree that we are not a party to an agreement between you and the Merchant for the supply of goods and/or services by that Merchant. Consequently, we accept no responsibility for any failures, breaches, acts or omissions of Merchants or their goods or services in connection with the Transactions. You are solely responsible for resolving any disputes you may have with Merchants in connection with Transactions or otherwise. We reserve the right, but have no obligation, to monitor or



mediate any disputes between you and any Merchants. If we do elect to assist you in a dispute with a Merchant, you hereby acknowledge that such assistance shall not constitute a waiver of any provision of these Terms.

- 5.5 The value of each Outbound Transaction will be deducted from your Available Balance and the value of each Inbound Transaction will be credited to your Available Balance. You must ensure that you have a sufficient Available Balance from time to time to pay for your Outbound Transactions and any Fees relating to those Outbound Transactions. If for any reason an Outbound Transaction that you request, or the deduction of applicable Fees, would result in your Wallet having a negative balance, we will not process that Outbound Transaction, and not processing that Outbound Transaction will not constitute a breach of these Terms.
- 5.6 We may refuse to execute any transactions on your Wallet or suspend or restrict your use of the Services in whole or in part where:
- (a) that would breach these Terms;
 - (b) we are concerned about the security of or access to your Wallet;
 - (c) we have reasonable grounds for suspecting that you or a third party have committed or are planning to commit fraud or any other illegal or unauthorised use of the Services;
 - (d) you have failed to use the authentication method required to authorise a transaction or access our Services; or
 - (e) we are required to do so to comply with the Applicable Laws.
- 5.7 Where we refuse to execute a transaction, or suspend or restrict your use of the Services, we will notify you as soon as possible provided it would not be unlawful for us to do so. If possible, we provide the reasons for refusal to execute the transaction and/or suspending use of the Services and where those reasons relate to factual matters, the procedure for rectifying any factual errors that led to such refusal or suspension.
- 5.8 If for any reason any transaction results in a negative balance on your Wallet, you are required to load your Wallet with sufficient funds to reimburse the negative balance immediately. You agree that we may charge the amount of the negative balance against any funds subsequently loaded onto your Wallet. We reserve the right to suspend your Wallet until we are reimbursed for the negative balance, to send you reminders or to take other debt collection measures and we may charge a Fee in connection with any debt collection or enforcement measures.
- 5.9 Your ability to use or access the Services or your Wallet may occasionally be interrupted, for example if we need to carry out maintenance on our systems. Please contact us in accordance with Clause 18 if you wish to report any issues.
- 5.10 You agree:
- (a) to only use the Services for lawful purposes and to adhere at all times to all Applicable Laws and these Terms;
 - (b) not to attempt to discover any source code included in the App, upload to our systems any malware, viruses or other unauthorized object code or source code, or otherwise disrupt or interfere with the conduct of the Service;



- (c) not to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the App in whole or in part, except to the extent permitted by Applicable Laws.

6. Loading your Luxon Pay Wallet

- 6.1 Following activation of your Wallet, you will be able to load your Wallet with funds. We may ask you to answer security questions or to complete other activities (including providing your biometric data) that we may reasonably require to ensure proper authorisation of a loading transaction. Unless otherwise expressly agreed pursuant to a separate service, we will not extend you credit, nor will we assume any responsibility for any extension of credit by Merchants to you.
- 6.2 In order to load your Wallet, you must log into the App by using your Wallet details and following the relevant instructions. The method of loading you may use will depend on the country in which you reside; please see www.luxon-pay.com for a list of the permitted methods for loading your Wallet in your country of residence, which we may change in our sole discretion from time to time.
- 6.3 The execution of your payments by third party payment providers in order to load your Wallet with E-Money are not part of the Services. We do not guarantee the ability to use any particular third-party payment provider and we may discontinue any such third-party payment provider at any time in our sole discretion.
- 6.4 E-money will be available on your Wallet when we receive the funds which could take several days depending on the method and currency used to load your Wallet. Our processing of all loading transactions will be subject to our usual fraud, money-laundering and other operational and customer service checks. Accordingly, there may be delays in the time required for E-Money to appear in your Wallet once you have performed a loading transaction.
- 6.5 You must not load your Wallet through a debit card or other payment instrument or a payment account if you are not the named holder of that payment instrument or account. Any attempt to use a payment instrument or account of which you are not the named holder will result in the load transaction being rejected and may be considered a fraudulent act.
- 6.6 You accept and agree that a loading transaction made in a currency other than Euros will be converted into Euros by the App at the rate of exchange displayed on the App at the time of that loading transaction (please see our Website for details of the source of the exchange rates used by the App from time to time). You accept that such conversion shall be entirely at your own cost and risk, including as a result of any fluctuation or difference between the rate of exchange displayed on the App at the time of a loading transaction and when you request to redeem the E-money on your Wallet.
- 6.7 If you make a loading transaction by a payment card, your payment information will be stored securely in accordance with Applicable Laws.

7. Making Outbound Transactions

- 7.1 An Outbound Transaction will be regarded as authorised when you (either directly or via Payment Initiation Service Provider):
 - (a) enter a password or other Security Credentials we have issued to you for that purpose on the App or the Website; and/or
 - (b) use your fingerprint scanner on your mobile device.



- 7.2 You cannot change or cancel your instruction for an Outbound Transaction after it has been received by us.
- 7.3 We will execute the Outbound Transaction on the same Business Day we received the instruction to make the payment, except where we receive the payment instruction not on a Business Day, or after a cut-off time for receiving instructions, in which case we will process the Outbound Transaction the next Business Day.
- 7.4 When you instruct us to make an Outbound Transaction, you must provide us with the recipient's Luxon Pay Wallet ID and any other information we ask for. If you provide us with incorrect or incomplete information or refuse to provide information, we may refuse to execute the Outbound Transaction, the funds could be lost and irrecoverable or there could be a delay in the recipient receiving the payment.

8. Fees

- 8.1 In order to open your Wallet and use the Services, we shall charge you the fees as set out in the Fees Schedule located in the Wallet page of your App (the "Fees"), and you agree that any Fees and other amounts due and payable to us under these Terms will be deducted from your Wallet without notice. We may change our Fees upon two (2) months' posted notice prior to such changes going into effect.

9. Security of your Luxon Pay Wallet

- 9.1 You are responsible for the use of your Wallet, for ensuring that use of the Services or access to your Wallet complies fully with these Terms and for keeping your Security Credentials, mobile and any other device or means to access your Wallet, safe and secure so as to prevent fraud and to protect your Wallet.
- 9.2 You must not:
 - (a) disclose your Security Credentials to anyone; or
 - (b) allow any other person to use the Wallet and/or any devices or tools that may be used to access your Wallet (such as your mobile).
- 9.3 If you disclose your Security Credentials to anyone, you are responsible and liable for their access, use or misuse of your Wallet and their breach of these Terms.
- 9.4 If your Security Credentials or other Wallet details are lost, stolen or compromised, or you believe a third party has unauthorised access to your Wallet (including through lost or stolen devices used to access your Wallet), you must contact us immediately in accordance with Clause 18. We will take reasonable steps to stop any unauthorised use of your Wallet, which may include suspending or cancelling your Wallet or otherwise suspending access to funds or issuing you with replacement Security Credentials.
- 9.5 If we suspect your Wallet has been compromised or we have suffered a security threat, we will contact you only by email, using the latest contact details you have given us. When we contact you about a security threat, we will also give you information on how you can minimise any risk to your Wallet depending on the nature of the security threat.

10. Liability for Unauthorised or Incorrect Payments

- 10.1 You may be entitled to a refund of unauthorised or incorrectly executed Transactions in accordance with this Clause 10 provided at all times that you have notified us without undue delay of becoming aware of



such incorrectly executed or unauthorised Transaction and in any case within 13 months it was debited to your Wallet. You can notify us by contacting us in accordance with Clause 18.

Incorrect Transactions

- 10.2 If we are responsible for crediting payment onto your Wallet later than it should have been, we will credit your Wallet immediately and refund any charges to put you in a position had you received the relevant payment in time.
- 10.3 If we make an Outbound Transaction or execute your redemption request incorrectly, we will refund you the amount of incorrectly sent payment without undue delay, together with any charges to put you into a position had the relevant transaction not been made, except where:
- (a) the instruction you gave us for the transaction was not correct. If so, we will make reasonable efforts to trace the payment and recover the amount if you ask us and notify you of the outcome. We may charge you a fee to recover our costs in doing so;
 - (b) we can show that the transaction was actually received at the recipient's account (in which case the recipient's payment service provider is liable).
- 10.4 If you receive a payment to your Wallet by mistake, we are obligated to provide to the payment service provider that sent the incorrect payment certain information about you and the payment to enable them to recover the funds.

Unauthorised Transactions

- 10.5 If you notified us of unauthorised Outbound Transaction in accordance with Clause 10.1, unless we have reasonable grounds to believe you are not entitled to a refund, we will refund the value or the unauthorised Outbound Transaction, including any associated fees and charges back into the Wallet the unauthorised Outbound Transaction was made from. You will not have any further claim against us in respect of such unauthorised Outbound Transaction.
- 10.6 If we have reasonable grounds to believe you are not entitled to a refund, we may investigate your claim further before giving you a refund. You agree to provide us such information to assist our investigation as we may reasonably require, including through electronic means. We will provide you with a refund for the Outbound Transaction you claim was unauthorised as soon as possible and in any case no later than the end of the Business Day after you notified us of unauthorised Outbound Transaction, unless we have reasonable grounds to suspect you acted fraudulently and we notified the police or other person permitted by law.
- 10.7 If after we have given you a refund our investigations of a disputed Outbound Transaction subsequently discover that such claimed disputed Outbound Transaction was in fact genuine and authorised by you directly or indirectly, or that you acted fraudulently or with gross negligence, we will deduct the amount



of the disputed Outbound Transaction from your Available Balance. In addition, we reserve the right to recover the value of any Outbound Transaction that was refunded to you by any other legal means.

- 10.8 You may be liable up to a maximum of £35 or currency equivalent for unauthorised use of your Wallet before you notified us in accordance with Clause 10.1. The £35 liability limit or currency equivalent is applicable to each instance of loss, theft or misappropriation and not each Transaction.
- 10.9 You will be liable for all losses incurred in respect of an unauthorised Outbound Transaction and will not be entitled to a refund if you have acted fraudulently or have intentionally or with gross negligence:
- (a) failed to keep you security details safe and secure or otherwise failed to comply with these Terms in relation to the safety of your Wallet; or
 - (b) failed to notify us in accordance with Clause 10.1.

Changes to your Luxon Pay Wallet details

- 10.10 You must notify us immediately of any change in your Wallet details and we cannot guarantee proper performance of the Services in the event the Wallet details you have provided are not accurate or become inaccurate and disclaim all liability for any Losses that may result from such inaccuracies. You can notify us by contacting us in accordance with Clause 18, and we may require you to confirm such notification in writing or through other factors of authentication (which may include messages or calls to your mobile phone, or confirmation mail to your physical address). You will be liable for any Loss that directly results from any failure to notify us of any change. In order to verify a new address, you must provide any proof that we require.
- 10.11 We reserve the right at any time to satisfy ourselves as to your identity and address (for example, by requesting relevant original documents), including for the purposes of preventing fraud and/or money laundering. In addition, at the time of your application or at any time in the future, we may perform, in connection with your Wallet, electronic identity verification checks either directly or using relevant third parties. You agree to provide us with the information we request for purposes of identity verification and the detection and prevention of money laundering, terrorist financing, fraud or any other financial crime, and we will keep a record of such information in accordance with our Privacy Policy <https://www.luxonpayments.com/privacy/> If you fail to provide the requested information, we reserve the right to suspend your Wallet pending receipt and verification of that information.

11. Proprietary Rights

- 11.1 All rights, title and interest in, and to, the Intellectual Property Rights subsisting in, or embodied by, the App, the Services, any proprietary software or other technology required to operate the App or the Services, and any modifications or improvements thereto, including any derivative works, is retained by us and protected under applicable Intellectual Property Rights.
- 11.2 By activating your Wallet, we grant you a limited permission to use the App solely for the purpose of benefitting from the Services in accordance with these Terms. In particular and without limitation, this permission does not grant you the right to create, author or invent any modifications or improvements to, or derivative works of, the App. We may suspend or terminate this permission in accordance with Clause 14. Notwithstanding the foregoing, nothing in these Terms grants you any permission or right to use our trademarks, service marks, trade dress, slogans, logos or other indicia of origin.



- 11.3 If you submit any ideas, suggestions or other feedback to us about the App or the Services, you grant to us the right to use or disclose such feedback without any further obligation to you. All rights not expressly granted to you under these Terms are reserved by us.

12. Third Party Access

- 12.1 You may instruct a TPP to access information on your Wallet or to initiate certain payments from your Wallet provided such TPP is authorised by the Financial Conduct Authority in the UK or another European regulator to provide the relevant service. Some TPPs may (with your permission) choose to access your Wallet without identifying themselves to us and to use your Security Credentials. We will treat any instruction from a TPP as if it was from you. You should always consider the implications of sharing your Security Credentials and personal information.
- 12.2 We may deny TPP access to your Wallet if we are concerned about unauthorised or fraudulent access by that TPP setting out the reason for such denial. Before doing so, we will tell you that we intend to deny access and give our reasons for doing so, unless it is not reasonably practicable, in which case we will immediately inform you afterwards. In either case, we will tell you in the manner in which we consider most appropriate in the circumstances. We will not tell you if, doing so would compromise our security measures or would otherwise be unlawful.
- 12.3 If you have provided consent to a TPP to access to your Wallet to enable them to provide account information services or payment initiation services on your behalf, you consent to us sharing your information with the TPP as is reasonably required for them to provide the relevant services to you. You must let us know if you withdraw this permission and we recommend you let the TPP know. On notification from you, we will not provide such TPP access to your Wallet.

13. Right to Cancel

- 13.1 You have the right to cancel your Wallet and these Terms for any reason within a 'cooling-off' period of fourteen (14) days from the date on which your Wallet is registered by contacting us in accordance with Clause 18. You must contact us within this fourteen (14) day period and inform us that you wish to withdraw from these Terms and you must not make any Transactions. We will then cancel your Wallet and reimburse your Available Balance to you within fourteen (14) Business Days of our receipt of your cancellation request. You will not be refunded for any Outbound Transactions including any associated Fees made using your Wallet up to the date you notify us of your cancellation.
- 13.2 If you fail to exercise your right to cancel under Clause 13.1, then these Terms shall remain in full force and effect and you may only terminate your Wallet and these Terms in accordance with Clauses 2.2 or 14.

14. Termination and Suspension

- 14.1 You can terminate your Wallet and these Terms at any time by informing us of your wish to terminate through the App or by contacting us in accordance with Clause 18.
- 14.2 We may terminate your Wallet or the provision of the Services and these Terms for any reason by giving you two (2) months' prior notice. We may also terminate or suspend your Wallet or your use of the Services or terminate these Terms immediately in the event that:
- (a) you have used the Services, or allowed them to be used, in breach of an important term of these Terms;



- (b) we reasonably believe or suspect that you are in any way involved in any fraudulent activity, money laundering, terrorism financing, other criminal activity, other breach of Applicable Laws, or if we have any other security or legal or regulatory compliance concerns;
 - (c) we believe that you have provided false or misleading information;
 - (d) we believe that you are involved in any dispute or disagreement with any Merchant whether that dispute or disagreement relates to the Services or otherwise;
 - (e) we are unable to verify your identity or any other information pertaining to you, your Wallet or a Transaction;
 - (f) we are required to do so in accordance with our legal and regulatory obligations under Applicable Laws; or
 - (g) we cease to be authorised to provide the Services.
- 14.3 If there have been no Transactions on your Wallet for a period of at least one (1) year, we reserve the right to terminate it and these Terms. We will notify you ahead of any such termination by giving you at least two (2) months' notice.
- 14.4 Upon termination of these Terms and your Wallet in accordance with this Clause 14, all pending Transactions will be processed and, if your Wallet has a positive Available Balance, we will return your unused funds, minus any applicable Fees, within thirty (30) Business Days' of the date on which you inform us of your wish to terminate your Wallet or on which termination otherwise occurs in accordance with this Clause 14. Unless otherwise expressly stated in Clause 15, the provisions of Clause 15 shall apply in such circumstances.
- 14.5 Upon termination of your Wallet for any reason, we may continue to process your personal data in accordance with the terms of our Privacy Policy <https://www.luxonpayments.com/privacy/> and Cookie Notice <https://www.luxonpayments.com/cookie/notice/>, as applicable.
- 14.6 The Terms in effect as of the date of the termination of your Wallet will survive and continue to apply to any aspects of your prior use of the App or the Service, including your Wallet information, your Available Balance, any outstanding Transactions, and any relationship between you and a Merchant formed with the assistance of the App or the Service.

15. Redemption

- 15.1 We will redeem, either in part or in full, the monetary value of the Available Balance on your Wallet, at any time, at par value, following instructions given by you to do so and subject to your payment of any applicable Fees and the remainder of this Clause 15.
- 15.2 We reserve the right to carry out any necessary money-laundering, terrorist financing, fraud and other illegal activity and operational checks before authorising any redemption or transfer of funds to you, including returning any funds after the termination of these Terms. Accordingly, there may be delays in the time between our receipt of your redemption request and your receipt of the relevant funds.
- 15.3 We do not guarantee the availability of any particular redemption method using a particular payment service provider and may make changes to or discontinue a particular redemption method at any time as long as there is at least one redemption method available to you.



- 15.4 We will charge a Fee when you require redemption either in full or in part of the Available Balance on your Wallet, before the termination of these Terms (other than if you cancel during the 'cooling-off' period pursuant to Clause 12).
- 15.5 When you request the redemption of your funds, you must provide us the correct recipient and payment details for the transfer are accurate and complete and any other information we ask for. For redemptions to UK accounts, this means the recipient's name, account number and sort code and payment reference. For redemptions to overseas accounts, we may need additional information, such as IBAN. If you provide us with incorrect or incomplete details or refuse to provide information, we may refuse to execute your redemption request, the funds could be lost and irrecoverable or there could be a delay in the recipient account receiving the payment. We will not be held liable for funds sent to the incorrect payment account or instrument in accordance with your instructions. We reserve the right to charge you a Fee in that event that you request our assistance in retrieving money from an incorrect payment account or instrument and transferring that money to the correct payment account or instrument.
- 15.6 You must be the named account holder of the account to which you instruct us to transfer the funds in the case of a redemption request. A breach of this requirement may be treated as a fraudulent act without prejudice to claiming further Losses. If we are required to investigate a redemption for the transfer of funds to a payment account or instrument that is not under your name, we reserve the right to charge you a Fee.
- 15.7 You accept that all redemption requests will be made in Euros and via a bank transfer to a designated account. In the instance where the redemptions are made to an account that is in another currency except Euros, you accept and agree that the amount to be redeemed will be converted from Euros by the App to the applicable currency at the rate of exchange displayed on the App at the time of that redemption request (please see our Website for details of the source of the exchange rates used by the App from time to time). You accept that such conversion shall be entirely at your own cost and risk, including as a result of any fluctuation or difference between the rate of exchange displayed on the App at the time an Inbound Transaction or loading transaction is made and a redemption request.
- 15.8 If, following any redemption, Outbound Transactions are found to have been made or Fees incurred using your Wallet that exceed your Available Balance, we will notify you of any such outstanding amounts, and you shall pay any such amounts to us on demand.

16. Liability

- 16.1 Nothing in these Terms shall limit or exclude our liability:
- (a) for fraud or fraudulent misrepresentation;
 - (b) for death or personal injury caused by our negligence; or
 - (c) where such limitation or exclusion would be contrary to the Applicable Laws.
- 16.2 Except as provided in Clause 16.1, we shall not be liable under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty or otherwise:
- (a) for any:
 - (i) indirect, incidental, special or consequential loss or damage of any kind; or



- (ii) loss of profits, business, revenue or savings (actual or anticipated), loss of agreements or contracts, loss of opportunity, loss of data or loss of, or damage to, goodwill or reputation (including as a result of your inability to participate in any goods, services or offerings of a Merchant, to the extent that is caused by a failure in the App or the Services or delays in the time required for E-Money to appear in your Wallet once you have performed a loading transaction or a Merchant has authorised an Inbound Transaction);
- (b) for any Losses in connection with the rights, privileges, licenses, goods or services that are purchased with your Wallet from a Merchant or the terms on which they are provided by a Merchant;
- (c) if a Merchant refuses to accept an Outbound Transaction or other payment; or
- (d) any failure of a Merchant to remit value to you, in E-Money or otherwise, even if such failure is a breach of the Merchant's terms with you.

16.3 Subject to Clause 16.1:

- (a) the Services, in whole and in part, are provided on an "as is" and "as available" basis, without express or implied warranties of any kind, including warranties of title and implied warranties of merchantability or fitness for a particular purpose;
- (b) we do not guarantee that:
 - (i) the App or the Services are free from any viruses, trojan horses, worms, software bombs or similar items; or
 - (ii) access to the App or the Services will be free from interruptions.

16.4 Except as provided in Clauses 10 and 16.1 and subject to Clause 16.2, our total aggregate liability under or in connection with these Terms and whether in contract, tort (including negligence), breach of statutory duty or otherwise shall be limited to the amount of the Available Balance on your Wallet at the time of your claim.

17. Force Majeure

17.1 We shall not be liable for any default or be deemed to be in breach of these Terms where the default or breach is due to abnormal or unforeseeable circumstances beyond our control despite our efforts to the contrary, including but not limited to a Force Majeure Event.

18. Contact Details

18.1 If you have any questions or concerns about the Services, or to report issues with your Wallet, please contact us in the first instance through the 'chat' communication tool within your mobile App. You can also contact us by email at info@luxonpayments.com or by mail at 107 Leadenhall Street, London, England, EC3A 4AF, United Kingdom.

19. Complaints

19.1 If You wish to make a complaint about the Services, you can email us at info@luxonpayments.com, with brief details of your complaint and the phone number and email address associated with your Wallet or request our complaint form and send to our service email address on the form.



- 19.2 You can find more information on how we handle complaints on our website: www.luxon-pay.com
- 19.3 We will provide you a full response to your complaint by email within 15 Business Days after the date we receive your complaint. In exceptional circumstances where we are unable to respond in full to your complaint, we will inform you of this giving our reasons for the delay and the timeframe within which you will receive a full reply, which in any event shall be within 35 Business Days of the date we received your complaint.
- 19.4 If you are dissatisfied with our response to your complaint about any regulated aspect of the Services, you have a right to complain to the Financial Ombudsman Service at The Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SR, United Kingdom (further details can be found at www.financial-ombudsman.org.uk).
- 19.5 If you have applied, or opened your Wallet online and you are unhappy with the Service provided, and feel that we cannot resolve your issue, you are entitled to submit your complaint via the European Online Dispute Resolution platform (ODR platform) by visiting the following website: <http://ec.europa.eu/consumers/odr/>

20. Miscellaneous

- 20.1 You agree that we may provide you with notices and other disclosures in connection with your Wallet and the Services by email or posting notices on the App.
- 20.2 We may assign or transfer all or any of our rights or obligations under these Terms to any third party (including by way of merger, consolidation or the acquisition of all or substantially all of our business and assets relating to these Terms). Such assignment or transfer will not affect your rights under these Terms.
- 20.3 You may only assign or transfer your rights or your obligations under these Terms to a third party if we give our prior written consent to this.
- 20.4 A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of these Terms. The rights to terminate, rescind or agree any variation, waiver or settlement under these Terms are not subject to the consent of any person that is not a party to these Terms.
- 20.5 Nothing in these Terms is intended to, or shall be construed so as to, establish or imply any partnership or joint venture or a relationship of principal and agent between you and us or constitute either of you or us as the agent of the other party, or authorise you or us to make or enter into any commitments for or on behalf of the other party
- 20.6 If any provision of these Terms is held to be invalid, illegal or unenforceable in any respect under the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect yours and our original intentions as nearly, as possible in accordance with Applicable Laws.
- 20.7 No waiver of any of our rights under these Terms shall be effective unless in writing. Unless expressly stated otherwise, a waiver shall be effective only in the circumstances for which it is given, and no delay



or omission by us in exercising any right or remedy provided by law or under these Terms shall constitute a waiver by us of such right or remedy.

- 20.8 These Terms and the documents referred to in it, constitute the whole agreement between you and us relating to the subject matter of these Terms and supersedes any prior written or oral arrangement, understanding or agreement between them relating to such subject matter.
- 20.9 These Terms are provided to you in the English language. Where we have provided a translation of these Terms to you, you agree that such translation is provided for your convenience only and that the English language version of these Terms will govern your relationship with us. If there is any contradiction between the English language version of these Terms and any translation, the English language version takes precedence.

21. Governing Law

- 21.1 These Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation, are governed by, and shall be construed in accordance with the laws of England.

22. Jurisdiction

- 22.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation.

23. Regulatory Information

- 23.1 Luxon Payments Ltd is a private limited company registered in England & Wales under company number 11462356, and whose registered office address is at 107 Leadenhall Street, London, EC3A 4AF, UK. Luxon Payments Ltd is an EMD agent registered with the Financial Conduct Authority (FRN 902100) of Mercury Foreign Exchange Limited. Mercury Foreign Exchange Limited is a private limited company registered in England & Wales under company number 06445887, and whose registered address is at 36 Old Jewry, London, England, EC2R 8DD. Mercury Foreign Exchange Limited is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (FRN 900858) for the issuing of electronic money.
- 23.2 The value stored in your Wallet is E-Money. Your Wallet is not a deposit account, which means that your funds will not be protected by the Financial Services Compensation Scheme in the United Kingdom. However, we will hold funds received in exchange for E-Money in a designated safekeeping account with a regulated financial institution in accordance with the Electronic Money Regulations 2011 and will keep those funds separated from any other funds we hold. Your Wallet does not grant any interest or bonuses related to the duration of time that you hold E-Money with us.

24. Notice

- 24.1 You may serve notices to us in writing at the contact details in Clause 18.
- 24.2 You accept and agree that we may serve notices to you in writing to the email address linked to your Wallet as you may amend the same from time to time.

