



PEAK FINANCIAL SERVICES
Suites 7B & 8B, 50 Town Range, Gibraltar
www.peakfs.io

PEAKWALLET TERMS AND CONDITIONS

Last updated: January 1, 2020

The PeakWallet Terms and Conditions ("**Agreement**") is a legal agreement between you and us, Peak Card Services Limited (registered office: Suites 7B & 8b 50 Town Range Gibraltar; company number: 111314) ("**Peak**", "**we**", "**us**", or "**our**" as applicable) and it governs your use of PeakWallet, a mobile application software ("**App**") and any website, including but not limited to www.peakwallet.com ("**Webapp**"), where we provide products, services, content, or functions to you ("**Services**").

Please read this Agreement carefully before using the App or the Webapp.

By downloading or using the App or the Webapp, you are agreeing to be bound by the terms and conditions of this Agreement.

You can always find the most current version of this Agreement within the App or the Webapp.

1. License to use the App

- 1.1. We license the use of the App to you on the basis of this Agreement and subject to any rules and policies applied by any application store provider or operator whose sites are located at App Store and Google Play. We do not sell the App to you. Peak remains the owner of the App at all times.
- 1.2. From time to time updates to the App may be issued through App Store or Google Play. Depending on the update, you may not be able to use our Services via the App until you have downloaded the latest version of the App and accepted any new terms.
- 1.3. In consideration of you agreeing to abide by the terms of this Agreement, we grant you a non-transferable, non-exclusive licence to use the App on your device. We reserve all other rights.
- 1.4. You may not, and may not attempt to, directly or indirectly:
 - a) transfer, sublicense, loan, sell, assign, lease, rent, distribute or grant rights regarding the App to any person or entity;
 - b) remove, obscure, or alter any notice of any of our trademarks, or other intellectual property appearing on or contained within the App; or
 - c) modify, reverse engineer, or decompile the App or apply any other process or procedure to derive the source code of any software part of the App.

2. Your account

- 2.1. In order to use our Services, you need to create your account with us in accordance with the terms of this Agreement ("**PeakWallet Account**").
- 2.2. If you are an individual, to be eligible for a PeakWallet Account, you must be at least 13 and have your residential address in the EU. If your age is below 18, your PeakWallet Account must be supervised by another registered Peak customer aged 18 or above. In this case, your PeakWallet Account will not be active until a supervisor ("**Supervisor**") has agreed to act as the Supervisor of your PeakWallet Account and has agreed to the terms of acting as a Supervisor. Your Supervisor must be a parent, guardian or close relative being your statutory representative. As part of the supervisor confirmation process, the Supervisor will be required to confirm his/her connection to you.



- 2.3. If you are not a consumer, you confirm that you have authority to bind any business or entity on whose behalf you use our Services and that business or entity accepts the Agreement.
- 2.4. You commit to us that your opening and/or using of a PeakWallet Account does not violate any laws applicable to you. You take responsibility for any consequences of your breach of this section.
- 2.5. All information you provide to us must be complete, accurate and truthful at all times. You must update this information whenever it changes. We cannot be responsible for any financial loss arising out of your failure to do so. We may ask you at any time to confirm the accuracy of your information and/or provide additional supporting documents.
- 2.6. All activities under your PeakWallet Account shall be deemed as activities carried out by you. You shall only use the Services on your own and not on behalf of any other person or entity.
- 2.7. You may only open one PeakWallet Account unless we have agreed in advance on the opening of additional accounts. Peak may refuse the creation of duplicate accounts for the same user. Where duplicate accounts are detected, Peak may close or merge these duplicate accounts at its sole discretion.
- 2.8. We are required to carry out all necessary security and customer due-diligence checks on you (including any parties involved in your transaction, for example, your recipient) in order to provide any Services to you. You agree to comply with any request from us for further information and provide such information in a format acceptable to us. In addition, you agree that we may make, directly or through any third party, any inquiries we consider necessary to validate the information you provided to us.

3. Keep your PeakWallet Account safe

- 3.1. You must:
 - a) change your password regularly and ensure that it isn't reused across other online accounts;
 - b) contact our Customer Support if anyone asks for your password;
 - c) set up 2-step authentication where prompted;
 - d) keep your e-mail account secure. You may reset your PeakWallet Account password using your email address. Let us know immediately if your email address becomes compromised.
- 3.2. You must not:
 - a) disclose your PeakWallet Account password;
 - b) let anyone access your PeakWallet Account or watch you accessing it;
 - c) use any functionality that allows your login details or passwords to be stored by the computer or browser you are using or to be cached or otherwise recorded; or
 - d) do anything which may in any way avoid or compromise the 2-step authentication process.
- 3.3. If you suspect your PeakWallet Account or other security credentials are stolen, lost, used without your authorisation or otherwise compromised, you must our customer support immediately, you are also advised to change your password. Any undue delays in notifying us may affect the security of your PeakWallet Account and also result in you being responsible for financial losses.

4. Term and Termination

- 4.1. This Agreement shall remain in effect until terminated by you or Peak.



- 4.2. Peak may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice, especially if
 - a) you breach any provision of this Agreement or other provision referred to in this Agreement;
 - b) we are requested or directed to do so by any competent court of law, government authority, public agency, or law enforcement agency;
 - c) we have reason to believe you are in breach of any applicable law or regulation; or
 - d) we have reason to believe you are involved in money laundering, terrorist financing or other criminal or illegal activity.
- 4.3. You may end this Agreement and close your PeakWallet Account at any time by contacting our customer support.
- 4.4. Termination of this Agreement will not limit any of Peak's rights in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.
- 4.5. You must not close your PeakWallet Account to avoid an investigation.
- 4.6. You agree that you will continue to be responsible for all obligations related to your PeakWallet Account even after it is closed.

5. Our responsibility for loss or damage

- 5.1. If we do not reasonably meet our commitments to you, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during your account sign up process.
- 5.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for the negligence of our employees, agents or subcontractors for fraud or fraudulent misrepresentation.
- 5.3. If you use our Services for any business purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 5.4. We will not be liable for any loss or damage caused by a virus, technological attacks or malicious code that may infect your device related to your use of our Services.
- 5.5. We (and our affiliates) cannot be liable for our inability to deliver or delay as a result of things which are outside our control.

6. Your responsibility for loss or damage

In the event of loss or claims or costs and expenses arising out of your breach of this Agreement, any applicable law or regulation and/or your use of our Services, you agree to compensate us and our affiliates. This provision will continue after our relationship ends.

7. Accessing our Services

We will try to make sure our Services are available to you when you need them. However, we do not guarantee that our Services will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of our Service without notice. We will not be liable to you if for any reason our Services are unavailable at any time or for any



period. If you have granted permission to a third party to access your PeakWallet Account, we may refuse access to that third party. We will give you notice if we do this, either before or immediately after we refuse access unless notifying you would be unlawful or compromise our security measures.

8. Third-Party Services

- 8.1. The App or the Webapp may display, include or make available third-party content or provide links to third-party websites or services ("**Third-Party Services**").
- 8.2. You acknowledge and agree that Peak shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof.
- 8.3. Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

9. Information technology

- 9.1. We cannot guarantee that our App or Webapp will be free from bugs or viruses.
- 9.2. You must not misuse our Services by introducing viruses, trojans, worms, logic bombs or other materials which are malicious or technologically harmful. You must not attempt to gain unauthorised access to our Webapp, servers, computers or databases. You must not attack our Webapp with any type of denial of service attack. By breaching this provision, you would commit a criminal offence under the law. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Webapp and/or our Services will cease immediately.

10. Linking to the Webapp

- 10.1. You may link to our Webapp, provided:
 - a) you do so in a way that is fair and legal and does not damage our reputation or take advantage of it;
 - b) you do not suggest any form of association, approval or endorsement on our part where none exists; and
 - c) you do not frame our Webapp on any other site.
- 10.2. We reserve the right to withdraw linking permission without prior notice.

11. How we may contact you

- 11.1. By default, we contact you via email. For this purpose, you must at all times maintain at least one valid email address in your PeakWallet Account profile. Our messages may contain links to further communication within the App or the Webapp. If you don't maintain or check your email, you will miss communication about our Services. We cannot be liable for any consequence if you don't do this. If we have reasonable concerns either about the security of your PeakWallet Account, we will contact you via telephone, email, or both (unless contacting you would be unlawful or compromise our security measures).
- 11.2. Where legislation requires us to provide information to you on a durable medium, we will either send you an email (with or without attachment) or send you a notification within the App or the Webapp pointing you to the relevant information in a way that enables you to retain



the information in print format or other format that can be retained by you permanently for future reference. Do keep copies of all communications we send or make available to you.

- 11.3. If you need a copy of the current Agreement or any other document relevant to our Services, please contact our customer support.

12. Complaints

If you have any complaints about us or our Services, please contact our customer support.

13. Changes to this Agreement

- 13.1. We may change this Agreement by giving you at least one month's prior written notice if a revision is substantial. If we do this, you can terminate this Agreement immediately by providing written notice to us during the notice period. By continuing to use our App or Webapp after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the App or the Webapp.
- 13.2. Despite the previous section, changes to this Agreement which are (1) more favourable to you; (2) required by law; or (3) related to the addition of a new service, extra functionality to the existing Service; or (4) changes which neither reduce your rights nor increase your responsibilities, will come into effect immediately.

14. Governing Law

This Agreement is governed by the laws of Gibraltar.

15. Entire Agreement

- 15.1. The Agreement constitutes the entire agreement between you and Peak regarding your use of the App or the Webapp and supersedes all prior and contemporaneous written or oral agreements between you and Peak.
- 15.2. You may be subject to additional terms and conditions that apply when you use or purchase other Peak services, which Peak will provide to you at the time of such use.

16. Other important terms

- 16.1. No third party shall have any rights to enforce any of the terms of this Agreement. Neither of us will need to get the agreement of any other person in order to end or make any changes to this Agreement.
- 16.2. We may transfer this Agreement to someone else (including operating your PeakWallet Account). You may not transfer any of your rights and obligations under this Agreement (including the PeakWallet Account) without our prior written consent. This does not affect your right to close your PeakWallet Account.
- 16.3. Each of the paragraphs of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.4. Even if we delay in enforcing this Agreement, we can still enforce it later. If we delay in asking you to do certain things or in taking action, it will not prevent us from taking steps against you at a later date.



16.5. This Agreement was made in English. Documents or communications in any other languages are for your convenience and only the English language version of them are official.