

Terms and Conditions

Updated: 26th February 2025

These Terms and Conditions, including any Frame and (or) Specific Agreement, Data Protection and Confidentiality Policy, Pricelist and other agreements, are the Legal Agreement between: **LunaPay Limited**, a private limited liability company registered with the Companies House under a number 12409501. LunaPay is an Authorised Payment Institution licensed by the Financial Conduct Authority ("FCA") under number 935095, authorized to provide and execute payment services to clients, under the supervision of the Financial Conduct Authority (FCA – <http://www.fca.org.uk/>) and **The Client**, who want to use our services and completed all relevant LunaPay Limited account opening steps for this purpose as described in these Terms and Conditions.

A copy of the Public Register of FCA of licensed Authorized Payment Institutions can be seen at: <https://register.fca.org.uk/>

DEFINITIONS:

The following defined terms are used in these General Terms and Conditions:

- "Payment Account" or "Account" means an account held by LUNAPAY in the name of the Client as a payment service user, which is used to execute payment transactions.
- "LUNAPAY" means LunaPay Limited, a private limited liability company established in accordance with the laws of England and Wales, with the registered address located at London City Point, 1 Ropemaker St, London, England, EC2Y 9HT, and company number 12409501. The website of LUNAPAY is <https://luna-wallet.com/>, together with its successors in title and assigns, and in so far as these General Terms and Conditions stipulate the giving of notices or information or other communications from the Client to LUNAPAY.
- "Balance" means any funds in any currency, supported by LUNAPAY that Client has in the Client's Payment Account. Any funds received by LUNAPAY from payment service users with a view to the provision of payment services shall not constitute a deposit, other repayable funds or electronic money.
- "BIN Sponsor" means a company different from LUNAPAY, Principal Member of the Card Organizations, Mastercard, VISA, JCB and other, licensed to issue payment cards, prepaid cards, credit cards, NFC stickers, mobile POS, Internet acquiring and other payment services, which has a contract with LUNAPAY for BIN sponsorship and issuing of payments cards and other payment instruments and payment services.
- "Business Day" means Mondays to Fridays excluding public and bank holidays in United Kingdom, and on which day the Payment Institution is open for business.
- "Business Hours" means 09:00 hours to 18:00 hours London Time or as may be otherwise determined by the Payment Institution from time to time.
- "Client" or "User" means a natural or legal person or other type of entity, that registers for the Service as payment service user or actually uses the Service as Client.
- "Client e-mail address" means the e-mail address provided by Client in the account opening application or later amended by Client which LUNAPAY will use for communication with Client, sending OTP (One-Time Password) and/or communication with Client.

- "Client mobile phone number" means the mobile phone number provided by Client in the account opening application or later amended by Client, which LUNAPAY will use for sending OTP (One-Time Password) and communication with Client.
- "Currencies, supported by LUNAPAY " means various currencies, supported by LUNAPAY for the providing Service,
- "Consumer" means a natural person, who uses the Service for personal needs, different from his/her business, commercial or professional needs or activities. Any other natural or legal person, using the Service mainly for business, professional, commercial or other purposes, different from personal, family or households needs, is not a consumer, and some parts of these Terms and Conditions do not apply to persons who are not consumers or are dealt with differently.
- "Disputes" means any disagreements, complaints, litigation, arrangements and/or other such disputes between LUNAPAY and Client arising from these Terms and Conditions or in relation to the use of Service.
- "International Transfer" means an international outbound money transfer ordered by Client from Client's Account to any bank account of a payee, executed via SWIFT system (international communications platform, products and services that allow banks and financial institutions to connect and exchange financial information securely and reliably, www.swift.com).
- "Mass transfer" or "Mass payment" is part of the Service, available to accounts held by the legal entities, which enables Client to submit payment orders for mass payments (multiple money transfers to various payees) via the Service.
- "Non-payment transaction" means operation for check of balance, history of transactions, statements, etc.
- "Graphical User Interface" is a personalized instrument via which Client can provide instructions to LUNAPAY for Payment Orders. It is a personalized online page, provided by LUNAPAY to a Client, who successfully registers for the Service, which can be accessed by Client with Client's Identifying Credentials and is used for making payment transactions online, as allowed by the Service.
- "Payment Order" means instructions validly made from the Payer or the Payee to LUNAPAY, requesting the execution of Payment transaction.
- "Payment transaction" means an act initiated by the Payer or on his behalf or by the Payee of placing, transferring or withdrawing a transaction, irrespective of any underlying obligations between the Payer and the Payee with a payment instrument available for the Service.
- "Payer" means a Client who holds a Payment Account and submits and authorises the Payment Order.
- "Payee" means a recipient specified in the Payment Order as a recipient of the Payment transaction amount.
- "Personalized security features" or "Identifying Credentials" means all personalized security characteristics of the payment instruments, such as the username and password, OTP (One-Time Password), security codes and other unique and/or identifying information that LUNAPAY provides to Client to access Client's Account and payment instruments to use the Service under these Terms and Conditions.

- "Service" refers to payment transactions through a payment instrument, and Payment Account and/or any other service LUNAPAY may provide to Client to support and execute payment transactions and other operational services such as foreign exchange services, safekeeping activities, and the storage and processing of data.
- "Standing order" means a Payment Order that Client gives to LUNAPAY to perform a set of recurring money transfers or a payment with future date with defined amount, currency, beneficiary, start date and expiry date.
- "Website for the Service" means the website of LUNAPAY <https://luna-wallet.com/> or other related websites/URLs provided by LUNAPAY for Account registration purposes, Service provision, notification and other important information related to the Client.
- "Value Date" means a reference time used by LUNAPAY for debit or credit funds on Client's Account.

1. Terms of services

1.1. Use of the Service is subject to the Terms and Conditions. The Terms and Conditions will be effective from the date of acceptance by Client ("Effective Date") for an unlimited period unless terminated.

These Terms and Conditions, Pricelist and any other terms and conditions mentioned in the Website for the Service constitute and create a legally binding agreement between the Client and LUNAPAY as a legal basis for opening, using and maintaining a Payment Account and using, rendering and receiving other our Services. By accepting the Terms and Conditions, the Client agrees to use the Services in accordance with the requirements of the Terms and Conditions.

Client can accept the Terms and Conditions by:

1. Signing the Terms and Conditions on a hard copy in office of LUNAPAY, at the location of the Client; or
2. If available for the particular Service and/or payment instrument, by clicking to "Accept" or "Agree" the Website for the Service, Account application, or via the Mobile Application. Clicking to Accept or Agree, the Terms and Conditions is deemed as duly signed by Client.

1.2. Client agrees that any use of our Services constitutes the Client's confirmation that they read and accept the Terms and Conditions and other legal terms and legally required disclosures. LUNAPAY will treat use of the Service by Client as acceptance of the Terms and Conditions from the moment of first use of the Service.

1.3. The Services are described in Section Definitions as Service in these Terms and Conditions. Client may be required by LUNAPAY to agree with a Special Agreement related to specific Services of LUNAPAY.

1.4. LUNAPAY may introduce innovations, improvements, developments, new functionalities, upgrade Accounts or amend the names of accounts or products/payment instruments unilaterally and without the consent of Client, for which LUNAPAY shall inform Client via the website for the Service, via the Client's Account or via e-mail. However, where a change to the Service constitutes a modification to the preliminary information to be presented to Client, as required by the law, or narrowing the Services, Client will be given notice by an email specified in the account application form. If the Client does not agree with any parts of the Terms and Conditions, the Client must notify us, and the Client may not use the services offered by us nor continue with the process of using Services.

1.5. Protecting Client's privacy is very important to LUNAPAY. Client must read LUNAPAY Privacy Policy part of these Terms and Conditions, in order to understand LUNAPAY's commitment to maintain Client's privacy, as well as LUNAPAY's use and disclosure of Client's personal data.

1.6. The Terms and Conditions and all communication with Client will be in English language. Where LUNAPAY has provided Client with a translation of the English-language version of the Terms and Conditions or communication, Client agrees that the translation is provided only for Client convenience and that the English-language versions of the Terms and Conditions and communication will govern the relationship with LUNAPAY. If there is any contradiction between the English-language version and a translation, the English-language version takes precedence.

2. Eligibility for the Services:

2.1. To be eligible for the Service, Client must:

(i) be a resident of one of the countries acceptable to LUNAPAY;

(ii) has full legal capacity to enter into a contract by accepting the Terms and Conditions; and

(iii) not be present on any black list or sanctions lists officially published and notified by regulators or other black lists as per the Internal AML Policy of LUNAPAY;

(iv) not conduct activities non-acceptable for LUNAPAY; and

(v) not use our Services for any illegal purposes, including actions and transactions to legalise funds derived from criminal or other unlawful activities.

2.2. Information about the transactional limits is available on the Website for the Services (or by request). Following the regulatory, risk and/or security reasons LUNAPAY may impose or change the limits unilaterally and without the consent of Client, for which LUNAPAY shall inform Client via the Website for the Service or via the Graphical User Interface or via e-mail, unless LUNAPAY is not permitted by law to notify Client in certain cases. LUNAPAY is entitled at its sole discretion to decide whether to change the limits after a Client request for change of limits and LUNAPAY shall not be liable in case of decline of request.

2.3. LUNAPAY adapts the necessary verifications for each Client, so the Client may need to provide additional information. If so, such requested information the Client provides at their own expense in a language and format acceptable to LUNAPAY. This information must be correct, accurate, and truthful at all times. LUNAPAY has the right to request checks and additional information at any time at our discretion as a condition of continued use of the Service. Client agrees to perform such procedures and provide information without delay, as LUNAPAY may require. Upon opening the Payment Account for the Service and during the term of these Terms and Conditions, Client must provide current, complete and accurate information for Know-Your-Customer (KYC) purpose and maintain it as current and accurate during use of the Service. In case of any changes in information provided by Client, Client agrees to update the Account information without delay. The Client agrees that LUNAPAY may make any necessary inquiries to validate and verify the information provided (including personal data) directly or through any third party. The Client agrees to LUNAPAY apply reasonable discretion in using and sharing relevant personal data to conduct identity and verification checks. Records of such inquiries may be left on the Client files with such third-party and also held by LUNAPAY.

2.4. Client will be provided by LUNAPAY with Identifying Credentials – username and password to access the Account and Services on the platform of LUNAPAY. Client may activate the access to the Account through the Graphical User Interface as per the instructions or procedures of LUNAPAY.

2.5. Client declares that Client is registering for the Service on Client's behalf (individually or as a legal representative of an entity or organization) or by its duly authorised representative, in which case the Client authorised representative having appropriate powers could be allowed to use and operate the

account on the Client's behalf as a user and enter into transactions in the Client's name using the funds held for payments. The user's authority to represent the Client must be confirmed by the relevant document, including, but not limited to, articles of association, a resolution of a competent corporate body, a power of attorney, or others.

2.8. Client's representations:

2.8.1. In the business relationship with the Client, LUNAPAY relies on the representations made by the Client or their representatives at the request of the Client and data from the KYC tools vendors, public registers and our research, supporting identification and verification documents/data.

2.8.2. The Client shall comply with all applicable laws and regulations, including legislation on anti-money laundering and anti-terrorist financing and any orders issued by the relevant regulatory authorities in so far as LUNAPAY's services are involved.

2.8.3. In the event that any representation appears to the LUNAPAY to be incomplete or incorrect, then the LUNAPAY shall be entitled to suspend all and any payment transactions and orders of the Client and unless satisfactory information and/or evidence is received within a stated time.

3. Inward payments:

3.1. Client can receive a transfer to the Account provided by LUNAPAY. LUNAPAY is not responsible for the funds transferring until we have received them. For clarity, in case of an inward payments, LUNAPAY is the recipient of funds, and not the payment services provider. Client will be notified through information in the Graphical User Interface in the balance and transaction history on the amount of the transfer and date of the operation.

3.2. In order to receive an inward transfer, the Client (as Payee) must provide correctly to the Payer the following mandatory information, such as name, address and account number, or the respective replacing information if allowed by LUNAPAY. The absence of the mandatory information might result in the postponing or rejection of the inward transfer for which LUNAPAY shall not be responsible.

In cases of inward transfers with wrong or missing data in the Payment Order (e.g. discrepancy between the name and account holder, missing account number or name of the account holder, account written in a wrong way, etc.), LUNAPAY is entitled not to credit the amount and return the amount and/or make investigations and correcting actions necessary for correct Payment Order, for which fees specified in the Pricelist of LUNAPAY may be applied.

3.3. Client agrees that LUNAPAY may for regulatory reasons impose different limitations on amounts transferred, or special requirements, or not accept inward payment upon discretion of LUNAPAY in cases it deems to be higher than average risk.

3.4. The credit "Value Date" for the Payee's account (Client's account) and the amount of the inward payments shall be available no later than the Business Day on which the amount of the transfer is credited to LUNAPAY.

4. Payments:

4.1. Internal Transfers: Client may transfer funds to own Account or another account holder in the LUNAPAY system. In order to make an internal transfer, Client must state the correct account number or another Client's email address and submit a correct Payment Order.

4.2. International Transfers: Client can make outward funds transfers from Client's Account/s to any bank account, except for bank accounts in countries or of persons or entities, which are not allowed by the LUNAPAY. LUNAPAY will execute Payment Orders for international transfers in compliance with SWIFT rules on international transfers. To initiate a correct Payment Order for international transfer, Client must

provide full and correct names of beneficiary, correct beneficiary account details, such as account number and Bank Identifier Code (BIC) for bank of beneficiary or other number of beneficiary account and SWIFT code of bank of beneficiary, and other data, as requested by LUNAPAY.

4.3. External Card Transfers: For some countries, LUNAPAY may support External Card Transfers. To make a correct payment, Client must provide full and correct names of beneficiary, correct beneficiary, card number, issuer name, card expiration date, address of the beneficiary, nationality of the beneficiary, or other data, as requested by the Graphical User Interface of the Client's Account.

4.4. The Client can upload funds by Client's payment card. LUNAPAY shall not be responsible for the upload payment until LUNAPAY receives the uploaded funds. When the Client uploads funds to Account, the Client permits LUNAPAY to receive a transfer of funds on Client's behalf from Client's funding source, plus deduct any applicable fees from those funds for Account.

4.4.1. The Client may be asked to answer security questions or to complete other activities that LUNAPAY may reasonably require to ensure proper authorisation of an upload transaction. The Client confirms that any payment instrument used by the Client to upload the funds shall be registered in Client's name.

4.4.2. If the Client chooses an upload method using a payment instrument that may be subject to chargeback rights, the Client declares that the Client will not exercise such chargeback right other than for unauthorised use of the payment instrument or for a breach by LUNAPAY of the Terms and Conditions, which would result in the Client having a right to a refund of the uploaded amount. Otherwise, the Client may not charge back any upload transaction or allow a chargeback of any upload transaction for reasons for which LUNAPAY is not responsible, including (but not limited to) disputes with merchants for non-delivery of goods or services or insufficient balance on the payment instrument account. LUNAPAY reserves the right to charge the Client fees and expenses LUNAPAY incurs in connection with such chargeback and any action undertaken to challenge the same.

4.4.3. If a chargeback or reversal of an upload transaction results in a negative balance in Account, the Client will be required to repay such negative balance by uploading sufficient funds into Account. Failure to do so is a breach of the Terms and Conditions. Repayment of the negative balance is due immediately without notice. LUNAPAY reserves the right, at any time, to send the Client reminders or to take other debt collection measures including but not limited to mandating a debt collection agency or solicitors or to pursue the claim in court. LUNAPAY reserves the right to charge the Client the expenses LUNAPAY reasonably incur in connection with any debt collection or enforcement efforts.

4.4.4. Uploaded funds will be credited to Account after LUNAPAY has received the funds. Some upload transactions may be credited to Account immediately but are subject to reversal in case the actual funds do not reach LUNAPAY within a reasonable time in which case LUNAPAY will deduct such reversed transactions from the balance of Account. If Account balance is insufficient, LUNAPAY reserves the right to require repayment from the Client.

4.4.5. The Client must not make an upload through a payment instrument if the Client is not the legal holder of that payment instrument. LUNAPAY will treat any attempt to use a payment instrument of which the Client is not the legal holder as a fraudulent act. Without prejudice to claiming further damages, if LUNAPAY is required to return funds uploaded from a payment instrument that is not in the Client's name, LUNAPAY may charge a fee per upload return.

4.4.6. Uploads are subject to upload limits due to security and legal requirements. These limits are set depending on the Client's profile. Due to security and/or legal requirements LUNAPAY may suspend the possibility for the client to upload the funds to Account by payment card.

4.4.7. Before uploading any funds into Account, the Client must ensure that the Client's current spending and withdrawing limits meet the Client's withdrawal and spending requirements as LUNAPAY legally cannot allow the Client to exceed these limits.

4.4.8. The Client should regularly reconcile uploaded payments with the Client's own records.

5. Instructions to LUNAPAY:

5.1. Instructions, communications and statements with LUNAPAY should be given in writing. LUNAPAY will act on verbal instructions only if such instructions are confirmed in writing. Instructions may be placed via LUNAPAY's Graphical User Interface unless otherwise allowed by LUNAPAY. All notices shall be sent in the language used to communicate this Terms and Conditions unless otherwise agreed between the parties.

5.2. Transmission of Instructions – Facsimile, E-mail or Other Electronic Means

It is at LUNAPAY's discretion, whether to act upon any instructions received by electronic e-mail or other electronic means from the Client from time to time, notwithstanding that the Client may have given authorization to LUNAPAY to do so.

When the Payment Order is submitted via the Graphical User Interface, the Payment Order shall be considered as authorized by the Client and irrevocable after confirmation and entry of a valid One Time password (OTP). In some cases, as described below, the Payment Order will be authorized and irrevocable only after confirmation via the Graphical User Interface of the Client's Account and there will be no need of entry of OTP (One-Time Password) for each Payment Order.

LUNAPAY shall not be liable for any adversarial effects arising out of the use of such means of communications and must be kept fully indemnified against all claims, damages, charges and expenses which LUNAPAY may incur directly or indirectly in compliance with these instructions or any incorrect or improper authorizations received by us through use of these electronic means of communication.

5.3. Client must verify that the information they provided in the Payment Order is correct before submitting it since, as the result of the provision of the inaccurate or erroneous information by Client, a payment will not be executed or inappropriately executed or returned to us. LUNAPAY is not obliged to check that the Payee's details correspond to the account owner's name and surname (legal entity name) as provided in the Payment Order. Client acknowledges and agrees that a Payment Order, including a Standing order, has been executed correctly by LUNAPAY, even if Client has submitted a Payment Order with incorrect data, and as a result of this, the money transfer has not been successful and/or has been received by incorrect Payee and/or was returned to LUNAPAY, as a result of which Client has to cover the charges for the return, reversal or cancellation of such incorrect Payment/Standing Order.

5.4. LUNAPAY shall execute the authorized Payment Order of Client, provided that Client has enough balance in the debited Payment Account to cover the amount of the transfer and the applicable fees. LUNAPAY may refuse to execute a specific transaction if there is not enough balance in the respective Payment Account, or LUNAPAY reasonably believes that the Payment Order is made by unauthorized person or transaction is fraudulent, illegal or in breach of the present Terms and Conditions or any law or regulation.

5.5. A Payment Order Client submits must meet these Terms and Conditions and legislation requirements. If the Clients' account is seized, frozen, and/or is subject to other limitations, LUNAPAY will not accept and execute the Payment Order. Furthermore, LUNAPAY shall not be under any obligation to process any Payment Order in any of the following cases:

1. the balance in the Payment Account is not sufficient to cover the amount of the Payment Order plus related costs and expenses;

2. there exists a garnishee or other court order in relation to Client's funds;
3. there exists reasonable suspicion about the source or use of funds in terms of the applicable legislation enacted to prevent money laundering and terrorism financing;
4. there exist other similar and comparable circumstances;
5. instructions lack the necessary mandatory information;
6. instructions are not clear or are incomplete.

5.6. LUNAPAY is not obliged to process any Payment Order if it results in any Payment Account being overdrawn and the mere fact that an Account will thereby be overdrawn shall not imply any obligation on the part of LUNAPAY to advise the Client before processing it, as the Client is expected to know the effects of his own instructions.

6. Refusal, reversal of unauthorized transaction and reversal of incorrect Payment Orders:

6.1. Where LUNAPAY refuses to execute a Payment Order, the refusal and, if possible, the reasons for it as well as the procedure for correcting any factual mistakes that led to the refusal shall be notified to Client, unless prohibited by national legislation. LUNAPAY shall provide or make available the notification to Client via email or via the Graphical User Interface at the earliest opportunity.

LUNAPAY may charge a fee for providing additional information for such a notification if the refusal is objectively justified.

6.2. Client, or a person explicitly authorized by business Client, must submit a request for reversal of unauthorized transaction or reversal of incorrect Payment Order to LUNAPAY via e-mail, without undue delay for authorized transaction and within 30 (thirty) days for incorrect transaction after Client has known for the transaction or no later than a longer period from the debit date, provided in applicable national legislation in the interest of a Consumer. If the Client fails to notify us, LUNAPAY will consider as acceptance by the Client of such transactions, and the Client will lose an entitlement to have the unauthorized or incorrectly executed transfer refunded by LUNAPAY. This term shall not release Client from the obligation to notify LUNAPAY immediately and without delay in case of loss, theft, misappropriation or unauthorized use of Identifying Credentials and/or payment instrument and to take all preventive and security measures to limit the risks and damages. Client who is not a Consumer cannot claim that a transaction is not authorized, because of lack of Client consent for the transaction.

6.3. In case of unauthorized transaction LUNAPAY shall conduct a procedure for proving correct execution of Payment transaction and if this procedure is completed in favor of Client, LUNAPAY shall reverse the operation and return the amount to Client's account, less the applicable fee in the Fees, within the deadline provided in the law.

6.4. Client agrees that LUNAPAY may not be always able to reverse the amount of unauthorized transaction or incorrect Payment Order, in cases, where the deadlines for chargeback or reversal procedures have expired or in other cases according to the applicable laws, in which cases LUNAPAY shall not owe reversal or compensation to Client.

6.5. When Client receives a payment, Client is liable to LUNAPAY for the full amount of the payment plus any fees if the payment is later invalidated for any reason. In addition to any other liability, if there is a reversal, or if Client loses a chargeback or claim, Client will owe to LUNAPAY an amount equal to the reversal, chargeback or claim and applicable fee as per the fees and other charges related to the reversal, chargeback or claim. LUNAPAY may debit Client's account to recover any amounts and fees, due by Client in connection to reversal, chargeback, claim or reserve, immediately and without prior notice.

6.5. Client agrees that in case a Payment transaction is not approved for some reason or wishes to refund full or partial amount, then the following rules shall apply:

1. Reversal or refund of full amount of transaction – the amount of the transaction is refunded in the original type of currency; or
2. Partial reversal or refund of amount of transaction – the amount subject to reversal or refund is refunded in the currency of the transaction; or
3. If payment has been made with card - the amount subject to reversal or refund is refunded in the currency of the card.

7. Record Keeping and Account Statements:

7.1. LUNAPAY reserves the right to keep any documents or other information relating to Client and the Service offered to the Client in an electronic format. LUNAPAY may provide electronic copies to Client to satisfy the legitimate request. LUNAPAY shall be entitled to destroy all records, correspondence and other documents that may have relating to Client upon satisfying the record keeping and retention obligations which LUNAPAY may have in terms of the applicable legislation.

7.2. Client's account statements, history of transactions and account details will be available within the Graphical User Interface linked to the Client's Account.

8. Security Features, Measures and Safety Requirements:

8.1. Client agrees to use the Client's Identifying Credentials, such as username and password and other Personalized Security Features for Client's payment instruments only in accordance with these Terms and Conditions and with the law. Client must not provide and must not allow disclosure of the Personalized Security Features, including the Identifying Credentials for access to an Account to any third party even where the payment instrument is protected with OTP, because even in this case the payment instrument can be comprised and result in unauthorized transactions, for which Client is fully liable. The breach of this obligation is breach of Client's obligation for protection of Personalized Security Features of payment instrument(s) and Client will be fully liable for unauthorized transactions as a result of Client's breach of this obligation.

8.2. LUNAPAY may suspend the use of the Service in part or wholly, including block Account/s, where we suspect that the security may have been compromised or that unauthorized or fraudulent use has occurred. LUNAPAY will inform Client in advance or, if that is not possible, immediately after, of the suspension of the use of the Service, specifying the reasons for the suspension, unless such provision of information would compromise reasonable security measures or be otherwise unlawful. LUNAPAY will provide the Service or replacement Identifying Credentials or Personalized Security Features to Client, as soon as practicable after the reasons for the suspension cease to exist and on condition that Client has performed all obligations towards LUNAPAY.

8.3. LUNAPAY may at own discretion block the possibility for specific types of Payment transactions in principle or in countries or in particular cases, in order to comply with fraud prevention and compliance requirements. LUNAPAY may, at its reasonable discretion (for example, for fraud, risk and compliance reasons) impose limits on the amount of money Client can withdraw, transfer, receive or fund for a certain period of time or for the whole period of use of Service.

9. Protection of Client personal information:

9.1. Protection: LUNAPAY is bound, in accordance with the laws of United Kingdom, to observe secrecy and confidentiality with regards to all information which Client discloses to LUNAPAY about the Client ("Personal Information"). However, LUNAPAY is authorized and required by the laws of United Kingdom

or international laws to disclose Personal Information in so far as the declaration of such Personal Information is:

1. required in terms of any provision of law in any jurisdiction, under the applicable laws on automatic exchange of information, such as Foreign Account Tax Compliance Act (FATCA) or Common Reporting Standard (CRS) or similar, requiring financial institutions to exchange automatically with the competent tax authorities information on client data, such as client names, address, tax number, social security number, or similar, account/s balance as at the end of the calendar year and other information for tax purposes, specified in these acts, or on an ad hoc principle upon request or order of any competent authorities;
2. required in terms of an order of a Court of law investigating a criminal offence (including money laundering or terrorism financing) or a breach of duty;
3. required for any proceedings by LUNAPAY against the Client for recovery of sums due to it in terms of the business relationship or for defending itself against any claim with regard to services provided to Client in connection with which the Personal Information has been obtained by LUNAPAY;
4. otherwise permitted by the Client including when Client require LUNAPAY to provide a reference or a status report to a third party or by any applicable law.

9.2. In accordance with the provisions of United Kingdom Law, by accepting these Terms and Conditions, the Client consents to disclose information about Client, acquired during the course of the relationship in the circumstances specified hereunder:

1. to any of LUNAPAY's professional advisers (including but not limited to financial, legal and other advisers as might be engaged from time to time), or to any actual or potential assignee or transferee of LUNAPAY's rights against the Client, or to any person who may otherwise enter into contractual relations with LUNAPAY in relation to the business relationship and Service provision with the Client;
2. when the information is required to be disclosed or is requested in the course of a due diligence exercise;
3. when the information is required in the normal course of business with institutions or other persons who are normally bound by similar obligations of secrecy.

9.3. Client Identity Verification for Anti-Money-Laundering Requirements and Fraud detection:

1. Client acknowledges that LUNAPAY is offering and continues to offer the Service to Client on the condition that Client satisfies all due diligence and identity checks that LUNAPAY may conduct, and that Client complies with LUNAPAY and regulatory anti-money-laundering requirements. Identity checks may include credit checks, anti-money-laundering checks required by relevant legislation or regulatory requirements. Client will provide all assistance requested by LUNAPAY in carrying out such checks and determining compliance with anti-money-laundering requirements, including the provision of such additional registration or identity verification information as LUNAPAY may require at any time.
2. Client consents to LUNAPAY sharing with and obtaining from third parties, to the extent permitted by law, information held about Client, including personal data as defined under relevant data protection legislation, for the purpose of LUNAPAY conducting applicable due diligence and identity checks, and Client agrees that such third parties may retain the information shared in this way.

3. Non-satisfaction of the conditions in this clause, including that Client provides information requested by LUNAPAY to conduct identity verification or determine compliance with anti-money-laundering requirements, may result in decline or immediate suspension or termination of the Client's use of the Service without prior notice to Client.

9.4. Client acknowledges and agrees that LUNAPAY shall approve or decline Payment transactions without disclosing information on balance in Account to third parties. Client acknowledges and agrees that for the purposes of chargeback or fraud detection and prevention reasons, LUNAPAY may disclose necessary information related to Payment transactions and the data of the payment instrument to Bin Sponsor and/or Card Organization or regulator.

10. LUNAPAY Acceptance Policy:

10.1. Client may only use the Service in bona fide and in accordance with the functionalities of the Service as defined in these Terms and Conditions. Client agrees to use the Service only as permitted by:

1. These Terms and Conditions;
2. Characteristics, settings and limits of the Service, including setting of limits and options by Client as allowed by the Service, as published and updated by LUNAPAY from time to time on LUNAPAY website for the Service or in user interface for the Service; and
3. Any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

10.2. It is strictly forbidden to use the Service in violation of the present Terms and Conditions, or for any illegal purposes including but not limited to fraud, money laundering, tax evasion or other illegal activities. In particular, Client shall under no circumstances use the Service for activities or execution of transactions, which without limitation involve or may involve any of the following:

1. Breach of these Terms and Conditions (including, without limitation, providing false identifying data, such as false names, e-mail address, multiple mobile numbers or other data, with the aim or resulting in opening of multiple Accounts for a single user or avoiding the limits imposed by LUNAPAY in another way);
2. Breach or risk of breach by Client or by LUNAPAY of any law, statute, contract, or regulation applicable (for example, those governing payment services including anti-money laundering or terrorist financing, or similar regulatory requirements, including where LUNAPAY cannot verify the identity or other data about Client according to regulatory or internal requirements of LUNAPAY, Consumer protections, unfair competition, anti-discrimination, false advertising, illegal sale or purchase or exchange of any goods or services);
3. Abuse of the reversal or chargeback process initiated by Client's issuer;
4. Use of the Service in a manner that results in or may result in complaints, disputes, claims, reversals, chargebacks, financial losses, fines, penalties and other liability to LUNAPAY, branch or agent of LUNAPAY;
5. Infringement of LUNAPAY or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
6. Use the Service that may be considered or connected to any other underlying illegal transaction;
7. Gambling and/or gaming activities, including but not limited to payment or the acceptance of payments for wagers, gambling debts or gambling winnings, regardless of the location or type of gambling activity (including online and offline casinos, sports wagering and office pools);

8. Prescription Drugs;
9. Weapons and knives;
10. Unlicensed lotteries;
11. Firearms or ammunition;
12. Pyramid selling or ponzi schemes or other "get rich quick" themes;
13. Initiation of transactions considered to be cash advances or assisting in cash advances;
14. Sending unsolicited email or posting referral links on websites where they are not permitted;
15. Receiving funds for the sale of counterfeit or stolen items;
16. Activities that violate any law, statute, ordinance, contract or regulation, including, but not limited to, those governing financial services, Consumer protection, unfair competition, anti-discrimination, or false advertising;
17. Production, payment usage and/or distribution of viruses, Trojan horses, worms, time bombs cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information as well as any activity considered as potential hacking, illegal or prohibited use of any website, computer, server or other device;
18. All tobacco and alcohol products, as well as any other controlled substance;
19. Any proceeds of the following activities, including but not limited to production, distribution and advertisement: defecation, bestiality, death or simulated death, rape or simulated rape, or any pornographic material involving a child or adolescent;
20. Transactions involving or related to Bitcoins or any other alternative currency or assets.

10.3. Any user found to be in violation of this condition will have the Account revoked and the funds seized.

10.4. LUNAPAY may temporarily suspend or terminate the Service immediately and without prior notice to Client, if:

1. Client is not of legal age to form a binding contract with LUNAPAY and operate the Account and/or payment instrument for use with the Service; or
2. Client is a person barred from receiving the Service under the applicable laws or regulations of Card Organizations or other organizations or policies of LUNAPAY;
3. Client has not been fully identified or verified by LUNAPAY;
4. LUNAPAY has reasonable concerns about your profile/payment instrument/authentication data security, unauthorised or suspicion use;
5. LUNAPAY suspects fraud, money laundering, terrorism financing, violation of sanctions, or other criminal or illegal activity;
6. Client has provided false information at the time of the Account opening;
7. LUNAPAY is requested or directed to by any competent court of law, government authority, applicable law, regulation, or governmental authority;

8. Client fails to provide LUNAPAY with the information and/or documents required under our legitimate request, or this information is false or misleading;
9. Client's actions and/or omission cause or may cause damage to LUNAPAY or other third persons/Card Organizations, including significantly increased risk related to the Client's possibility of fulfilling their liabilities;
10. Client uses our services in a way that these Terms and Conditions do not allow, or there is a reasonable possibility of violation of these Terms and Conditions; or
11. Other significant reasons, upon discretion of LUNAPAY.

10.5. LUNAPAY shall be entitled to notify Client at any time on non-acceptance to the Service via e-mail. The decision for the refusal is strictly in LUNAPAY's discretion and LUNAPAY shall not be liable for whatsoever compensations.

10.6. Client authorizes LUNAPAY to obtain a credit report and/or to otherwise make credit or other background enquiries from time to time, as LUNAPAY may deem appropriate, to evaluate Client's profile for or continued use of the Service.

10.7. Client agrees that Client is fully responsible for (and that LUNAPAY has no responsibility to Client or to any third party for) any breach of Client obligations under the present Terms and Conditions and for the consequences (including any loss or damage which LUNAPAY may suffer) of any such breach.

10.8. Client acknowledges and agrees that in order to meet AML/CTF obligations, LUNAPAY may establish general practices and limits concerning the use of the Service without prior notice to Client, including, without limitation, individual or aggregate transaction limits on the value or turnover, transaction or other limits on the value, type or number of the Payment transactions during any specified time period.

10.9. Client must not place into any of Client's Account any funds or assets belonging to third parties without the prior written consent of LUNAPAY. If Client wishes to do so, Client must advise LUNAPAY, in advance, of any such funds/assets to be remitted to LUNAPAY or received by it in Client's name or account. Without prejudice to the right of the LUNAPAY to refuse to receive such funds or assets, in the case provided for by this clause, Client is obliged to advise LUNAPAY of the full details of the beneficial owner of the funds or assets and to supply LUNAPAY with all evidence as to the identity of the beneficial owner and the reason(s) for such operations, together with documentary evidence of the underlying transaction, if applicable, as LUNAPAY may require.

10.10. LUNAPAY may refuse to execute any Payment transaction, Payment Order or other use of the Service if LUNAPAY has reasonable grounds to suspect fraud, or a breach of the applicable Terms and Conditions by Client, or a violation of law, regulation of Card Organization or other organization, or for risk or compliance reasons. Payment transactions may also be delayed due to LUNAPAY's compliance with its obligations under applicable legislation, transaction is deemed unacceptable, including if LUNAPAY suspects that the transaction involves fraud, abuse or illegal or non-acceptable activities, or to protect Client's and our legitimate interests. In the event that LUNAPAY refuses to execute Payment transaction or Payment Order, Client will be notified, unless it is unlawful for LUNAPAY to do so or would compromise reasonable security measures. For risk or compliance purposes LUNAPAY might require additional information or additional documents and/or gather such additional information and/or documents necessary for performing of the operation, prior or after the operation. LUNAPAY may reject performing of a Payment transaction due to risk, reputational damages or compliance reasons, for which LUNAPAY shall not be responsible.

10.11. Client acknowledges and agrees that LUNAPAY may disable access to the Account/s or to any payment instrument by stopping the use of Client Identifying Credentials, or suspending the Account operations or accessing the Service.

10.12. LUNAPAY is not liable for declined Payment transactions or inability to provide Service due to lack of enough balance in the Account, lack of Internet, or properly operating hardware or software of Client's connection or the platform, unexpected technical and other reasons, other extraordinary market conditions, or exceeding the limits allowed by the Service determined by LUNAPAY or Client, or when a risk related to the payment execution is unacceptable or any other reason beyond the reasonable control of the LUNAPAY.

10.13. Breach of the conditions in these Terms and Conditions and/or LUNAPAY Acceptance Policy may result in immediate suspension of the Client's use of the Service, blocking of funds in Client's account, right of LUNAPAY to withhold funds in Client's account for satisfaction of damages incurred by LUNAPAY, because of Client breach, claim by LUNAPAY against Client, initiation of procedures before competent regulatory bodies or Card Organizations, and also termination of these Terms and Conditions without prior notice to Client.

11. Charges, Commissions and Fees:

11.1. If Client does not agree with LUNAPAY's charges, commissions or fees, Client has the right to terminate the Service as provided hereunder in Section "Termination of the Business Relationship".

11.2. Where LUNAPAY has incurred expenses upon Client's instructions, such as legal and notarial fees, court fees, maintenance costs, insurance fees, and so on, these expenses will be borne by the Client. Client agrees that LUNAPAY is authorized to debit the Client's Account directly without having to obtain his/her consent each time a direct debit is made.

11.3. LUNAPAY shall not be liable for any adverse effects arising as a result in fluctuations in currencies in the event that it retains funds in one currency and does not convert them to another or, conversely, if it converts currency into the business relationship currency from the currency in which they were received by it.

11.4. 1. Sets out fees that LUNAPAY charges related to our standard Services are specified in our Pricelist, as well as all the flexible information, which forms an integral part of these Terms and Conditions. Clients acknowledges and understands that they must read and recognise fees before using LUNAPAY's Services.

11.5. LUNAPAY could charge individual fees for non-standard Services not defined in our Pricelist or which can be agreed upon individually between Client and LUNAPAY. In such cases, LUNAPAY will provide the Client with information on such fees for the Client's confirmation.

11.6. Methods of the fees deduction shall be also set up by the Pricelist. If LUNAPAY changes the fees in another way, we will notify the Client accordingly of our communication procedures.

11.7. If LUNAPAY introduce any change to the Pricelist, other than reduces the fees reduction or introduction of new Services, the notice shall be sent to the Client in 14 calendar days in advance. After expiration of the notice period, the new Pricelist shall be deemed active with no further delay.

11.8. If LUNAPAY reduces the fees or introduces new Services, the new Pricelist shall be deemed active immediately upon publication on the Services Website, without previous notice.

12. Client liability:

12.1. Client shall be fully liable for all losses incurred in respect of unauthorized transactions and/or all damages, notwithstanding the amount of the losses or damages, if Client has acted fraudulently or has, with intent or gross negligence, failed to comply with the present Terms and Conditions or law, including

Client's obligations to preserve the security of Client Identifying Credentials, providing access to Client's Account or other payment instruments.

12.2. Client agrees to indemnify, defend and hold harmless LUNAPAY, from and against any losses or negative balance on Account or payment instruments, resulting from any and all actions, causes of actions, claims, demands, liabilities, judgments, damages or expenses (collectively, "Claim" or "Claims") which LUNAPAY may at any time during the term of these Terms and Conditions or within 5 (five) years after its termination incur, sustain or become subject as a result of any claim. Client agrees that LUNAPAY is authorized to satisfy immediately as they become due any obligations of Client by debiting or withdrawing directly funds from the Client's Account, or from security provided by Client (if Security is provided), or any outstanding sums owed by LUNAPAY to Client. LUNAPAY shall inform Client on the ground, amount and value date of such withdrawals, unless it is forbidden by law or regulations for AML/CTF or security reasons to make such notice.

12.3. In case of delay for payment of amounts due to LUNAPAY, Client shall owe a penalty for delay in the amount of the statutory interest according to the Payment Service Regulations, as specified in the Pricelist.

12.4. LUNAPAY may exercise a right of retention over all Client's funds in Client's Account until all outstanding fees, costs, charges, expenses and liabilities due to LUNAPAY have been paid in full.

12.5. Without prejudice to the above, Client agrees and acknowledges that the reporting and payment of any applicable taxes, which by law are obligations of Client, is Client's responsibility and liability. Client hereby agrees to comply with any and all applicable tax laws.

13. Termination:

13.1. Client acknowledges and agrees that LUNAPAY may stop providing the Service to Client, as provided in the present Terms and Conditions. Client may stop using the Service at any time, without need to inform LUNAPAY when Client stops using the Service. The Terms and Conditions will continue to apply until terminated either by Client or LUNAPAY, as set out below.

13.2. If Client wants to close the Account and terminate these Terms and Conditions, Client may do so immediately and without charge for termination at any time by:

1. Notifying LUNAPAY, in accordance with clauses for communication by Client to LUNAPAY set on by the Pricelist; and
2. Closing Client's Account and payment instruments for the Service, including withdrawing or transferring the available balance.

13.3. In case of any risk of damages for LUNAPAY, resulting from reversals, chargebacks, claims, fees, fines, penalties, Client's non-compliance with AML/CFT or other regulations and other similar liabilities arising from Client's use of the Service, LUNAPAY may hold the Client's funds for up to 180 (one hundred and eighty) days even after termination of Terms and Conditions or shorter or longer period, as required by the law, including laws in favour of the Consumer. Client will remain liable for all obligations arising under these Terms and Conditions even after termination of Terms and Conditions and/or closing of Account.

13.4. LUNAPAY may, at any time close account of Client, or terminate the Terms and Conditions with Client, without notice if:

1. Client has breached any material provision of these Terms and Conditions. or applicable law, regulations of Card Organizations or other organizations (or have acted in a manner which

clearly shows that Client does not intend to or is unable to comply with the provisions of the Terms and Conditions), including, but not limited to:

1. if LUNAPAY reasonably believes that Client is no longer eligible for an Account;
2. if LUNAPAY discovers that Client has provided it with false information at any point in time; or
3. LUNAPAY is required to do so by law or regulations of Card Organizations or other organizations

13.5. Unless a shorter period is provided in these Terms and Conditions, as permitted by law, LUNAPAY may, at any time, terminate the Terms and Conditions by giving Client 1 (one) month notice.

14. Death and Change in Legal Status:

14.1. Individuals: LUNAPAY will assume that the relationship between us and the Client persists until the LUNAPAY is notified in writing about the death of the Client. LUNAPAY must be notified by who is legally vested with the rights and obligations to act on behalf of Client's affairs and will take instructions from him/her/them. Such person may be the heir, legatee, administrator, executor or otherwise. LUNAPAY shall be entitled to receive to its satisfaction such evidence, at Client's cost, as may be required by LUNAPAY to establish the proper entitlement and authority of the person claiming to be in charge of acting on behalf of Client's affairs and LUNAPAY shall not be bound to act upon such instructions until such time as LUNAPAY is satisfied of such authority.

14.2. Legal Entities: In the event that Client is placed into liquidation, bankruptcy or administration or any other analogous process wherein a liquidator, curator or trustee or similar officer is appointed and in whom legal authority and representation is vested, to the exclusion of the persons Client may have nominated in LUNAPAY Mandate, LUNAPAY shall be entitled to receive to its satisfaction such evidence, at Client's cost, as LUNAPAY may require to establish the proper entitlement and authority of the person claiming power and LUNAPAY shall not be bound to act upon such instructions until such time as LUNAPAY is satisfied of such authority. In case where the legal entity or organization is dissolved, the successor of the assets in the account has to provide to LUNAPAY a legal document, proving that he is the successor of the assets in the account and he/she is entitled to dispose of these assets. LUNAPAY may have additional requirements for identification and verification of a successor of the assets in the account or other documents prior to providing access to the account or afterwards.

15. Limitation of Warranties:

15.1. LUNAPAY makes no express warranties or representations with respect to the provision of the Service. In particular, LUNAPAY does not warrant to Client that:

1. The use of the Service will meet Client requirements or expectations;
2. The use of the Service will be uninterrupted, timely, secure or free from error; and
3. Any information obtained by Client as a result of use of the Service will be accurate or reliable.

15.2. No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Service, except to the extent that they are expressly set out in the present Terms and Conditions.

15.3. LUNAPAY shall not be liable for:

1. Any shortcomings or losses arising as a result of force majeure and;
2. Any shortcoming or losses arising from the acts or omissions of any third party whose services of LUNAPAY use for the performance, in full or in part, of its obligations towards the Client. In such cases LUNAPAY shall not be liable for any loss or damage unless it has not exercised diligence in:

1. Transmitting the instructions and/or
2. Selecting such third parties.

15.4. Nothing in the Terms and Conditions will affect those mandatory statutory rights to which Client is entitled as a Consumer and that Client cannot contractually agree to alter or waive.

16. Limitation of Liability:

16.1. Nothing in the Terms and Conditions will exclude or limit LUNAPAY's liability for losses which may not be lawfully excluded or limited by these Terms and Conditions or by applicable law.

16.2. Subject to clause 16.1 above, LUNAPAY will not be liable to Client for:

1. Any indirect or consequential losses which may be incurred by Client. This will include any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, or any loss of data suffered by Client;
2. Any loss or damage which may be incurred by Client as a result of:
 - Any reliance placed by Client on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between Client and any advertiser whose advertising appears on the Service;
 - Any change which LUNAPAY may make to the Service or any permanent or temporary cessation in the provision of the Service (or any features within the Service);
 - Malfunction of the Service;
 - The deletion of, corruption of or failure to store any communications data maintained or transmitted by or through Client use of the Service;
 - Client failure to provide LUNAPAY with accurate account information;
 - Any fraudulent use of the Service by Client or third parties;
 - Any compensation for fees paid or levied on Clients who are not Consumers, as a result of non-performance or incorrect performance of a payment transaction.

17. Changes to the Terms and Conditions:

17.1. Client agrees that LUNAPAY may make changes to the Terms and Conditions from time to time. LUNAPAY shall give Client 1 (one) month notice of changes in the Terms and Conditions, unless shorter period is necessitated by a regulatory change, or is allowed by law, by e-mail sent to Client e-mail address and/or by notifying Client in the Graphical User Interface of the Client's Account or the Website of the Service before their proposed date of entry into force.

17.2. Client understands and agrees that Client will be deemed to have accepted the changes unless Client notifies LUNAPAY to the contrary by notice, prior to the date on which the changes are to come into effect, in which case the Terms and Conditions will terminate without charge for termination immediately before the effective date of the changes.

17.3. Nothing in this Section 17 will limit:

- LUNAPAY's right to update and revise its policies from time to time or to add new features to the Service from time to time without prior notice, which may be accepted by Client by using the new feature. Such revisions may take place using a method chosen at LUNAPAY's discretion, and

such method may include e-mail communication or publication on a LUNAPAY Website for the Service; and

- The parties' right to vary the terms of this Section 17, where the variation is not prohibited by law and both parties agree to it.

18. Complaints:

18.1. Any claim or dispute arising under the Terms and Conditions or as a result of the provision of the Service by LUNAPAY should, in the first instance, be referred to LUNAPAY in writing to info@luna-pay.com.

The Client has to clearly state the reasons for complaint. LUNAPAY shall try to resolve the complaint, within reasonable term upon receipt of clear and correctly submitted complaint. LUNAPAY will then investigate and, where appropriate and necessary, take immediate action to rectify the situation.

19. Protection of funds:

We are an authorized payment institution regulated by the UK Financial Conduct Authority. The Client is informed and accepted that the Balance amount does not fall within the regulatory scope of the Financial Services Compensation Scheme on the insurance. LUNAPAY is not eligible nor our third parties to pay the Client any interest on the Balance.

We are required to protect Client' funds by what is known as "Safeguarding", which refers to the manner in which Clients' funds are moved into a segregated account known as a "Safeguarding Account". A Safeguarding Account exists to ensure that Clients' funds are kept separate from LUNAPAY's own assets and funds, and are always readily available to return to Clients, even if LUNAPAY becomes insolvent.

20. LUNAPAY INFORMATION:

LUNAPAY is an authorized payment institution established under the Laws of United Kingdom.

Registration number: 12409501

Office address: 11th Floor, Citypoint, 1 Ropemaker Street, London, England, EC2Y 9HT

Website: <https://luna-wallet.com/>

E-mail: info@luna-pay.com