



monavate

MONAVATE CARD TERMS & CONDITIONS

Monavate Consumer Debit Card Terms with virtual e-wallet offered by MV

1. Introduction

This Agreement contains the terms on which we provide the Services to you.

Please read this Agreement in full before you start using the Services; it contains important information about us, the Services we will provide to you, the circumstances under which this Agreement may be changed or ended, what to do and how to access help from us in the event there is a problem as well as other relevant information.

Please contact us via means available on the Website or the details below if you wish to discuss.

This Agreement refers to other documents that apply to the use of the Services as follows:

Monavate Privacy Policy www.monavate.com/privacy-policy

Orenda Privacy Policy <https://orenda.finance/privacy-policy/>

These additional documents are not part of the Framework Contract.

By starting to use the Services (including, for example, downloading the app, logging into your secure personal log in area on the Website, loading your E-wallet with funds or otherwise using the Card to transact) you confirm that you accept and agree to this Agreement (including any updates to this Agreement and the other documents referred to above).

2. Who we are and how to contact us

Our company information: UAB Monavate is a company incorporated under the laws of Lithuania with entity code: 305628001. Our registered address is Konstitucijos pr. 21a, LT-08130, Vilnius ("Monavate", "us", "we", "our", as applicable in the context).

We are authorised by the Bank of Lithuania: UAB Monavate is authorised by the Bank of Lithuania ("BOL") (authorisation code: **LB002139**) to issue electronic money and provide payment services.

How to contact us: You can contact us:

By phone: +37069870638

By email: info@monavate.com

By writing to:

Konstitucijos pr. 21a
LT-08130

Vilnius
By instant messaging / chat: When logged into your secure personal log in area of the website.

3. Glossary

Card means the payment card issued by us to you that is connected to your E-wallet and may be used to transact.

E-wallet means an e-money account issued to you by us that you may load with funds and use to transact.

Framework Contract means a contract for payment services which governs the future execution of individual and successive payment transactions and which may contain the obligation and conditions for setting up a payment account as defined in the UK Payment Services Regulations 2017.

Orenda means ORENDA FINANCE IRE LIMITED which is a company registered in Ireland with Company Number 699028 and address THE BLACK CHURCH, ST. MARY'S PLACE, DUBLIN 7, DUBLIN, D07 P4AX, IRELAND acting as programme manager for the Amero Pay programme.

Amero Pay is a company registered in the Czech Republic with Company Number 07370571 and address Pobřežní 394/12, Karlín, 186 00 Prague, acting as programme.

Funding Source means a payment instrument (such as a credit card, debit card or bank account) that you can link to your E-wallet by entering its credentials and subsequently use for Top-Ups from time to time.

Services means the Card, E-wallet and other services provided by us to you in connection with the Card and the E-wallet.

Supported Currencies means those foreign currencies that we support and can be loaded onto an E-wallet for spending.

Top-Up means loading “topping up” your E-wallet with funds.

Website: means website of our programme manager who facilitates your access to our services and can be accessed on: <https://www.ameropay.net/>

4. Getting started

- 4.1. **Eligibility:** In order to be eligible to use our Services, you must be at least 18 years old. In order to start using our Services, you must apply for the Services and provide the relevant details about yourself when prompted.
- 4.2. **Verification:** We are required by law to verify certain details about you. We will not issue the Card or open an E-wallet until we have verified your identity and performed such other checks as we may in our discretion deem appropriate.
- 4.3. **The information you provide must be accurate:** The information you provide to us must be accurate, complete and truthful at all times. If your personal information changes, then you must update the information we hold about you. We may require additional information from you from time to time and you must cooperate by providing such information upon request.

4.4. **Electronic checks with third parties:** We may share information which we receive from you with other associated organisations or carry out checks on you electronically as is necessary for the purposes of providing the Services. When we perform electronic checks, we may disclose personal data about you to fraud prevention and credit reference agencies who may keep a record of that information. By applying for our Services, you agree to certain personal data about you being passed to such agencies for this purpose. You have the right of access to the personal records held by such fraud prevention agencies. We will supply the names and addresses of the agencies we use upon written request.

4.5. **You must comply with laws applicable to you at all times.** You must comply with laws applicable to you at all times. This means when you must comply with all laws applicable to you during the time in which you are applying with us for Services, throughout the term of this Agreement and for as long as we hold a balance of funds for you after this Agreement ends.

5. About the Card and E-wallet

5.1. Description

The Card and the E-wallet are issued by us – Movavate Limited. Please see our company's details in Section 2 (Who we are and how to contact us).

Card

The Card is a payment card that can be used for online and in-store purchases worldwide at merchants who accept Mastercard/Visa payment cards as a form of payment for goods and services. The Card is not a credit card or a charge card. Transactions made using the Card will be debited from the balance of funds held in the E-wallet.

E-wallet

The E-wallet is an e-money account. You may load the E-wallet with e-money using different payment methods (see Section 5.3).

No interest is payable to you on the balance of funds held in the E-wallet; nor does the balance of funds held in the E-wallet constitute a deposit.

The E-wallet may be used to transact. In order to use the E-wallet to transact, you must first load funds onto the E-wallet (please see Section 5.3).

Once loaded with funds, you may send funds from the E-wallet to another payment account.

Each time you transact using the E-wallet or the Card, the balance of funds held in the E-wallet will be debited by the amount of the transaction plus any applicable fees.

In addition to EUR, you may load your E-wallet with funds in different Supported Currencies. We do not support all foreign currencies. Please see the list on the Website for those currencies that we do support.

Please note that the funds held in your E-wallet are **NOT protected by the Financial Services Compensation Scheme**; however, we follow the requirements of the Electronic Money Regulations 2011 which are designed to ensure the safety of funds held on accounts such as this.

5.2. What happens in cases where there are insufficient funds in my E-wallet?

If you attempt to send money from the E-wallet or pay for a purchase using the Card and you have an insufficient balance of funds held in your E-wallet to make that payment, the payment will be declined.

You must have a sufficient balance of funds held in your E-wallet to make a payment. The balance of funds held in your E-wallet must not be negative.

If you attempt to make a payment using the E-wallet or Card in a particular currency and you do not hold a sufficient balance of that currency in the E-wallet or the payment otherwise anticipates a currency that we do not support, the payment will be automatically processed using a balance of another currency that you do hold in your E-wallet and a currency conversion rate will be applied (please see section 9.3 for currency conversion rates).

If you do not hold a balance in another currency upon which to draw funds to cover a payment, your payment will be declined.

5.3. Loading funds into your E-wallet with Top-Up

5.3.1. **Top-Up:** You can load funds into your E-wallet by linking a Funding Source to your E-wallet. You can link a Funding Source to your E-wallet by entering the Funding Source's credentials in the secure personal area of the Website.

5.3.2. You will find instruction along with any applicable limits for adding a Funding Source in the secure personal area of the portal. In order to Top-Up your E-wallet using your Funding Source, you must follow the applicable steps in the secure personal area of the Website.

5.3.3. When we receive a payment from your Funding Source, we may hold the funds for so long as we determine that there is no risk that the issuer of the Funding Source (i.e. your card-issuing or account-issuing bank) may reverse the transfer due to there being insufficient funds in your bank account.

5.3.4. In order to ensure you receive good outcomes from your use of our Services, we may limit the Funding Sources available for a transaction. If we limit a Funding Source, we will alert you that there is a higher-than-normal level of risk associated with the payment (for example, a risk that the payment may be challenged for some reason). If we contact you for this reason, we are not asserting that you or the merchant who you seek to pay is acting in a dishonest or fraudulent manner. It

means that we consider there may be a higher-than-normal risk associated with the payment and we are investigating to ensure you receive a good outcome, as far as possible.

6. Use of the E-wallet and the Card

6.1. How to authorise a payment

You will need to authorise a transaction before we can charge it to your E-wallet.

6.1.1. Authorising payments made using your E-wallet : To authorise a payment to another payment account from your E-wallet, you will need to enter the IBAN or account number and sort code of the person you wish to pay (the payee). You must then follow the relevant steps displayed on the screen in the secure personal log in area of the Website at the time of transacting in order to authorise the payment.

6.1.2. Authorising payments made using your Card: To authorise a payment made using the Card, you will need to use the Card or the Card number. You may need to take additional steps to authorise a transaction at the time you are paying, for example, you may need to enter details on a merchant's online payment page, tap your Card at the point of sale in-store or enter your PIN on the keypad. Depending on the circumstances, you may be required to undergo some further security checks at the time such as providing biometric data (e.g. a fingerprint).

If the Card, card number and PIN, biometric data or other security details have been used, we will assume you have authorised the transaction. You must therefore tell us immediately if you do not recognise a transaction that has been charged to your Card and is listed as a transaction in your secure personal log in area of the Website.

6.1.3. You cannot cancel a transaction after it has been authorised. You can, however, cancel payments that you have authorised to be made on a future date, for example, if you have set up a recurring payment. You can cancel the payment permitting you contact us info@ameropay.net by the end of the business day before the day the payment is due to be made.

6.2. Situations where we may refuse to authorise a transaction

There are certain situations in which we may refuse to authorise a transaction and/or where we may suspend your use of your Card and/or the E-wallet. These situations include the following which we will advise you about at the time:

- if legal or regulatory requirements prevent us from making the payment or mean that we need to carry out further checks;
- if you have infringed this Agreement in a way that we reasonably believe justifies our refusing or delaying your payment;

- if we believe that processing your transaction would break this Agreement or that you have not provided all the information we need to make the payment properly;
- if the amount is over, or would take you over, any limit that applies to your E-wallet and/or Card;
- if there are not enough funds loaded into your E-wallet to make the payment and cover any fees;
- if a bankruptcy order is made against you or you have entered into an individual voluntary arrangement with your creditors;
- if, even after doing everything reasonably possible, we will not be able to make the payment on time;
- if a third party prevents us from making the payment (for example, a card scheme);
- if you owe us money;
- if we have asked you for important information we reasonably need and you have not given us that information; or
- if we have suspended your account.

6.3. Time we will receive the payment order

If your payment order is received by Orenda or us after 4pm on a business day or not on a business day, your payment order will be deemed received on the following business day.

6.4. Execution times

6.4.1. Within the EEA, we will execute any transaction:

- a. in euro; or
- b. involving only one currency conversion between the euro, provided that:

i.the required currency conversion is carried out in the EEA; and

ii.in the case of cross-border transactions, the cross-border transfer takes place in euro,

by transferring the amount of the transaction to the payment service provider of the payee by the end of the next business day following the receipt of the payment order.

6.4.2. Any other transactions within the UK will be executed no later than four business days following the receipt of the payment order.

6.4.3. If the payment service provider of the merchant is located outside the EEA, we will execute the transaction as soon as possible.

6.5. Limits placed on the E-wallet

There may be limits on the amount of funds you can load into the E-wallet. We may also place limits on using the E-wallet and/or the Card for payments above a certain amount, from time to time. For further information relating to the limits placed on the E-wallet and/or the Card, you can view the Website.

6.6. Accounting for service charges or tips when using the Card

When using your Card at certain merchants (such as, for example, hotels or car rentals), an additional amount (typically 10%-20%) may be added to anticipated service charges or tips, temporarily reducing the balance of funds held on the E-wallet. This is to ensure there are sufficient funds available to cover the final cost of the transaction and to reduce the risk of a negative balance arising on the E-wallet. If your actual service charge or tip is less than the additional amount added, it may take up to seven (7) days from the date of the transaction before the difference is available to spend. Only the actual amount of the final bill agreed between you and the merchant will be deducted from the funds held on the E-wallet.

6.7. Shortfall

In the unlikely event, a transaction is completed when there are insufficient funds in the E-wallet for that transaction (a "**Shortfall**"), the Shortfall shall be reimbursed by you unless it is due to an error on the part of the Merchant where the Card was presented, in this circumstance we may seek the Shortfall from the Merchant.

You agree that once we make this Shortfall known to you, we may charge you for the Shortfall amount and deduct the amount from the balance of funds loaded into the E-wallet or from your linked Funding Source. We may also charge the amount of the Shortfall from any other Cards that you hold with us, or any other payment method which you may designate at that time, or against any funds which you may subsequently load into the E-wallet. Until we are reimbursed the Shortfall amount, we may suspend the E-wallet and the Card. In addition, we reserve the right to charge you an administration fee for each transaction that you make using the E-wallet and/or Card that results in a Shortfall or increases the Shortfall amount on the E-wallet.

7. The Card will expire

You may only use your Card up until the expiry date which is printed on the front of the physical Card. We will aim to send you a new Card prior to your Card expiring; we may ask you to confirm some details prior to our sending you a new Card.

Fees may apply in certain cases where we send you a new Card. Please see the fees set out on the Website.

8. Withdrawing funds held in your E-wallet

8.1. How to withdraw the funds held in your E-wallet

You may withdraw funds held in your E-wallet by first logging into the secure personal log in area of the Website and following the relevant prompts on the screen at the time of transacting. You may only withdraw the balance of the funds held in the E-wallet at any point in time minus the amount of any pending transactions.

8.2. Fees will apply to withdrawing funds

You may be charged a fee for withdrawing funds. Please see the fees page on the Website.

8.3. Withdrawing all funds will not mean that your E-wallet is closed

Withdrawing all of your funds from your E-wallet does not automatically close the E-wallet, the Card or otherwise end this Agreement. If you would like to end this Agreement, you must follow the steps in section 16 (closing your E-wallet and ending this Agreement).

9. How much will you pay

9.1. Fees: You must pay the fees in connection with your use of the Services. We will not process your payment until we have received the relevant fees from you. You can see all fees applicable to you on the Website.

9.2. Interest: The funds loaded on to your Card will not earn any interest.

9.3. Exchange rates: You may hold balances of funds in different currencies in your E-wallet. If you are making a payment or withdrawing funds in a currency you hold in the E-wallet, the payment will be made from that balance. If you make a payment or withdraw funds in a currency you do not hold in your E-wallet, we will convert the amount applying the relevant rate and a fee to the balance or currency that you do hold.

For transactions made using the Card, we will use the relevant exchange rate published by Mastercard or Visa (available here <https://www.visa.co.uk/support/consumer/travel-support/exchange-rate-calculator.html>).

For making payments from the E-wallet, we will use the relevant exchange rate provided by our third-party provider (available here <https://www.visa.co.uk/support/consumer/travel-support/exchange-rate-calculator.html>).

We will also apply our margin which is available on the fees pages of the Website. Any change in the relevant exchange rate will be applied immediately and without notice to you. We may also change our exchange rate provider at our discretion, without notice to you.

10. Communicating with you

10.1. How we will contact you: We may contact you by telephone, letter, SMS or email using the details that you have provided to us in your secure personal log in area of the Website. You must keep your contact details in the secure personal log in area up-to-date at all times.

10.2. Information: Where we are required to provide information to you on a durable medium, we will either send you a notification in your secure personal log in area of the Website pointing you to information in the personal log in area in a way that enables you to keep that information, unchanged, and refer to it in the future, such as pdf. Please keep copies of information provided by us to you. If you would like us to provide information in a different manner than agreed, then we may charge you a reasonable administration fee to cover our costs.

10.3. Language: We will communicate with you in English.

10.4. Your right to receive a copy of this Agreement: A copy of this Agreement is always available in a form to download on the Website.

11. Keeping your card safe

11.1. Steps you must take to keep your E-wallet and Card safe

You must take adequate measures and use best efforts to prevent unauthorized access/use of the Services: To help you keep your E-wallet and Card secure, you are required to:

- keep your Card, Card number, CCV, login codes and other security features used to access the E-wallet strictly to yourself; do not share your security credentials to access the E-wallet with any other person or otherwise allow another person to use the Services;
- not permit any other person to use your E-wallet and/or Card;
- make sure all your devices are properly protected (set at least one form of access protection, for example a login code);
- keep the operating systems of your devices clean (no illegal software) and up-to-date;
- frequently review the list of transactions in your E-wallet to confirm they are as expected as per your spending;
- inform yourself about common scams, such as phishing;
- always immediately report irregularities by contacting us info@ameropay.net and follow our instructions.

11.2. How to notify us if there is a problem

If you lose the security credentials used to access your E-wallet or your Card details or if they are stolen, or you suspect that the E-wallet and/or Card has been used by someone other than you, you must tell us immediately by contacting us on our contact details available here info@ameropay.net, so we can block your Card and/ or access to your E-wallet . If possible, you must also log into your secure personal log in area of the Website and suspend use of your Card.

Please note that we may require you to provide some information in relation to your security credentials and/ or Card being lost, theft or misuse in writing. You must assist us with any related enquiries.

11.3. How we will contact you if there is a problem

In the event we suspect there is an issue with the E-wallet and/or Card (for example, such as fraud or security threats) we will contact you, in the first instance, by phone. If we cannot get through to you by phone, we will send you an email.

For this reason, you must maintain a current phone number and email address in your secure personal log in area of the Website.

12. Unauthorised or incorrectly executed transactions

In case of an unauthorised payment or where we have incorrectly executed a transaction, upon your request, we will, without delay, refund to you the amount of the transaction including all fees

that we have charged for that particular transaction. You will not be entitled to a refund under this section:

(a) where your Card, or the personalised security features used to access your E-wallet, are lost, stolen or misappropriated. You will be liable up to EUR 50 of any unauthorised payments if we believe you should have been aware of the loss, theft or unauthorised use. We will not hold you liable up to EUR 50 if the unauthorised payment was caused either by our acts or omissions, or those of a third party expressly carrying out activities on our behalf.

Your liability up to EUR 50 also does not apply to any unauthorised transactions made after you have notified us that the security of your Card or E-wallet has been compromised.

- (b) if you have acted fraudulently, in which case we will not refund you in any circumstances;
- (c) if the payment transaction was unauthorised but you have with intent or gross negligence compromised the security of your Card or E-wallet or otherwise failed to comply with your obligations to use your Card or E-wallet on the terms of this Agreement. In such a case you shall be solely liable for all losses; or
- (d) if you do not let us know about the unauthorised or incorrectly completed transaction without undue delay, and in any event, no later than 13 months from the date of the payment transaction.

13. Refunds

13.1. You may claim a refund for a transaction that you authorised provided that:

- a. your authorisation did not specify the exact amount when you consented to the transaction;
- b. the amount of the transaction exceeded the amount that you could reasonably have expected it to be (taking into account your previous spending pattern using the Services, this Agreement and the circumstances of this case);
- c. you requested a refund from us by contacting us within 8 weeks of the date the transaction took place.

13.2. When you request a refund under this section, we may require you to provide us with evidence to substantiate your claim. We will refund you within 10 business days of receiving your claim for a refund or, where applicable, within 10 business days of receiving any further information we requested - or we will provide you with reasons for refusing the refund. The refund shall be equal to the amount of the relevant transaction.

14. Our right to make changes to the Agreement

We may, at our discretion, amend the Agreement at any time (including amendments and additions to our fees).

14.1. **Changes that we may make immediately:** In certain exceptional circumstances such as where:

- a. we have a reasonable belief that fraud is likely to or has occurred; or
- b. the amendments are made in order to comply with any regulation,

we may make such amendments immediately and notify you following such amendments.

14.2. **Changes we may make upon notice to you:** Other than for immediate changes as set out above, if we wish to make a change to this Agreement, we will provide you with at least two (2) months' notice in writing, via email.

If you do not agree to our proposed changes, you have a right to end the Agreement immediately free of charge. If you do not notify us of any disagreement with the proposed changes, we may assume you accept the changes to the Agreement on the date the change comes into force.

15. Our right to suspend access to the Services and/or close the Card and E-wallet

We may close your Card and E-wallet or otherwise suspend access to the Services immediately in the following circumstances:

- if we consider, acting reasonably, that you are behaving fraudulently or otherwise criminally;
- if you have not given us any information we have requested from you, or we have good reason to believe that information you have provided is incorrect or not true;
- if you have broken this Agreement in a serious or persistent way and you have refrained from putting the matter right within a reasonable time of us asking you to do so;
- if we have good reason to believe that you continuing to use your Card and/or E-wallet could damage our reputation or goodwill;
- if we have asked you to repay money you owe us and you have not done so within a reasonable period of time;
- if you have been declared bankrupt; or
- if we have to do so under any law, regulation, court order or the FCA or FOS's instructions.

16. Closing your Card and ending this Agreement

16.1. **You may close your E-wallet and end this Agreement at any time.** You may close your E-wallet and end this Agreement at any time. You may do this by contacting us through the Website. You only need to inform us at the time; you do not need to give us any prior notice.

16.2. **You must withdraw your funds from your E-wallet within a reasonable timeframe** following notifying us of your intention to close your E-wallet by following the steps as to how to withdraw the funds held in your E-wallet as set out in section 8. After a certain period of time, you may no longer have access to your secure personal log in area of the Website in order to follow the steps to withdraw the funds remaining in your

E-wallet after closure. You may still, however, withdraw this money for up to six (6) years following the date this Agreement ends (see Section 17 on how to redeem your funds).

16.3. We may charge a fee if you end this Agreement, if this Agreement has been in place for less than six months.

17. Redeeming the funds held in your E-wallet

17.1. If you have funds held in your E-wallet after this Agreement has ended, you may withdraw these funds for up to six (6) years following the date the Agreement ends.

17.2. If there are still funds held in your E-wallet 12 months following the end of this Agreement, we will start deducting a fee from your account that will cover our costs in order to maintain this balance for you until such time as you redeem your funds.

17.3. If you wish to redeem your funds after this Agreement has ended and you no longer have access to your secure personal area of the Website, please contact us via the details on the Website so we can help.

17.4. If you request to redeem your funds after this Agreement ends, we may need to carry out some checks prior to sending the funds to you. We may therefore ask you to provide some information to us at this time, such as identity documents and so on.

17.5. **We may charge you a fee for redeeming your funds** held in your E-wallet if you request to redeem those funds whilst this Agreement is in place or where you request redemption of the funds held in your E-wallet more than 12 months after this Agreement has ended.

18. Liability

If we do not reasonably meet our commitments to you under the terms of this Agreement, we are only responsible for the loss you suffer that is a foreseeable result of our breaking this Agreement or our failing to use reasonable care and skill. We are not responsible for any loss or damage that is not foreseeable.

We do not exclude or limit liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.

The E-wallet and the Card are consumer products; accordingly, if you use our Services for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

19. Law governing this Agreement and jurisdiction

The law governing this Agreement is the law of Lithuania. The courts of Lithuania have jurisdiction to adjudicate any dispute between you and us in connection with this Agreement.

20. Dispute resolution

If you are not satisfied with the service you receive from us you should contact us using the Website.

You have the right to apply to the Bank of Lithuania for the settlement of a dispute with us, which is an alternative dispute resolution institution between financial service providers and the Consumers in accordance with the following terms and procedures: (i) before applying to the Bank of Lithuania for dispute settlement, you must apply to us, specifying the circumstances of the dispute and your claim. You shall apply to us no later than within 3 months from the day when you became aware of possible violation of your rights; (ii) in the event where our reply does not satisfy you or you have not received our reply as outlined above, you shall have the right to apply to the Bank of Lithuania for the dispute settlement within 1 year after we have been contacted. Upon expiration of this term, you lose the right to apply to the Bank of Lithuania for the same dispute;

You may apply to the Bank of Lithuania for a dispute with us: (i) via the electronic dispute settlement tool "E-Government Gateway"; (ii) by filling in the Consumer Application Form available on the website of the Bank of Lithuania and sending it to the Bank of Lithuania Supervision Service at Žalgirio str. 90, LT-09303, Vilnius, Lithuania, or by e-mail pt@lb.lt; (iii) by filling in the free form application and sending it to the Bank of Lithuania Supervision Service at Žalgirio g. 90, LT-09303, Vilnius, Republic of Lithuania, or by e-mail pt@lb.lt.

More information on the dispute settlement procedure is available on the website of the Bank of Lithuania: <https://www.lb.lt/en/dbc-settle-a-dispute-with-a-financial-service-provider>.

When you consider that we have violated the legislation regulating the financial market, you have the right to file a complaint with the Bank of Lithuania regarding possible violations of financial market legislation.

Your complaint to the Bank of Lithuania can be submitted as follows: (i) in writing, by sending a complaint to the address: Totorių str. 4, LT-01121, Vilnius, Republic of Lithuania or Žalgirio str. 90, LT-09303, Vilnius, Republic of Lithuania; (ii) by email: info@lb.lt or pt@lb.lt; (iii) by fax (8 5) 268 0038; (iv) by filling in the online form at the designated section of the Bank of Lithuania website; (v) by other means specified by the Bank of Lithuania.

In case a dispute cannot be resolved through negotiations, the dispute may be solved in the courts of the Republic of Lithuania in accordance with the procedure set forth by the laws of the Republic of Lithuania.

21. Data protection

We need to collect information about you to provide you with the Services under this Agreement. For information on how we use your personal data, please refer to our privacy notice <https://orenda.finance/privacy-policy/>

By entering into this Agreement, you acknowledge and agree that we may collect, process and store your personal information for the purposes of providing our Services to you. This does not affect any rights and obligations you or we have under data protection law.

22. Other legal terms

22.1. We may transfer this Agreement to someone else

We may assign or otherwise transfer any of our rights and obligations under the Agreement, without your prior consent, to any other person or business, subject to such party continuing the obligations in the Agreement to you.

22.2. Third parties

This Agreement is between you and us only. Except for any party to whom we transfer this Agreement (under section 22.1), nothing in the Agreement gives any third party any benefit or right (including any enforcement right).