

**BnkPro**

BnkPro Europe Ltd

# Terms and Conditions

Effective from 4 May 2022 (Version 1.1)

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PLEASE READ THE TERMS AND CONDITIONS (THESE **TERMS**) CAREFULLY ALONGSIDE OUR POLICIES THAT ARE AVAILABLE ON OUR [WEBSITE](#). IT IS IMPORTANT TO KEEP THESE TERMS TO HAND IN CASE YOU NEED TO REFER TO THEM.

## 1. Welcome to BnkPro Europe Ltd by FxPro® Group

- 1.1 Thank you for opening an electronic money (e-money) account and card with BnkPro Europe Ltd offered by FxPro® Group. These Terms form the agreement between you and us. Affiliate entities within the FxPro® Group may offer you other services, which will be subject to separate terms and conditions between you and the specific company.
- 1.2 The BnkPro offering is comprised of the BnkPro e-money account(s), card(s)<sup>1</sup> and securities trading and investing<sup>2</sup>, which can be managed through the BnkPro mobile app.
- 1.3 If you subscribe to a certain plan, your subscription will be subject to additional terms, which can be found on our [website](#).
- 1.4 To open, use and maintain the BnkPro mobile app, e-money account(s), card(s), securities trading and investing you need to meet certain eligibility criteria and pass our validations for the products and services that you request from us. Please refer to the [Eligibility and validations](#) section for details.
- 1.5 The BnkPro e-money account(s), card(s), and mobile app are provided on an 'as-is' basis. We cannot guarantee that the BnkPro e-money account(s), card(s), or mobile app will be offered to you without interruption, error free, or will meet your individual requirements, or compatible with your hardware or software. We will, occasionally, be required to perform maintenance, planned or otherwise, which will affect or disrupt some or all the services. We will do our best to notify you before any maintenance and/ or disruption to the services occurs. Where this is not possible, we will notify you as soon as possible afterwards.

## 2. About these terms

- 2.1 These Terms come into effect when you electronically accept them through the App.
- 2.2 We recommend that you read these carefully to understand all the terms that apply to you. There may be terms in this document that apply to specific products or services that you do not use. Those terms will not be part of the agreement we have with you. We will always be

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<sup>1</sup> Available to European Union residents **only**.

<sup>2</sup> The trading and investment services in securities are provided to you by FxPro Financial Services Ltd - an affiliate entity of BnkPro Europe Ltd - and member of FxPro® Group.

clear as to the terms that apply to certain types of products or services, so you will know which terms are part of your agreement. But if you are not sure you can contact us. You can find our contact details in these Terms or on our [website](#).

- 2.3 If, at any time, you need another copy of these Terms you will be able to find an updated version on our [website](#). If you prefer a paper copy of these Terms, you can always contact us, and we will send you one by post.
- 2.4 English language is the language for these Terms. Any non-English version of these Terms is provided for translation purposes only.
- 2.5 We also gave you these Terms before your e-money account(s) and card(s) were opened.
- 2.6 ONLY YOU AND WE ARE COVERED BY THESE TERMS. OUR SERVICES ARE NOT TO BE USED FOR BUSINESS PURPOSES.

### Where to find what you need

2.7

What	Where
Mobile app	These Terms
E-money accounts	These Terms
Mastercard debit cards	These Terms
Securities trading and investing	Please refer to the FxPro Financial Services Ltd 'Terms and Conditions' available on our <a href="#">website</a> .

### Glossary of terms

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Term	Meaning
Account	Means your e-money primary account and/or additional account(s) opened with BnkPro offered by FxPro® Group under these Terms.
Account Currency	Means the currency your Accounts are in. You can have up to 5 Accounts - one Account in each of the following currencies: British Pounds (GBP), Euro (EUR), US Dollar (USD), Swiss Franc (CHF) and Polish Zloty (PLN).
App	Means the BnkPro mobile app, which can be downloaded to any mobile device that supports it and allows you to make payments, transfer money between your e-money account(s), view your balances and recent transactions, and more.

<b>ATM</b>	Means automatic teller machine or cashpoint facility or cash dispenser or cash machine
<b>Base Currency</b>	Means the currency your primary Account is in, which is automatically set by us according to your country of residence at the time you opened your primary Account with us. Details can be found in <a href="#">Appendix 1</a> of these Terms.
<b>Business Day</b>	Means any day Monday to Friday excluding any bank holiday in the Republic of Cyprus.
<b>Card</b>	Means any BnkPro physical or virtual Mastercard debit card.
<b>Card Settlement Currency</b>	Means the currency in which you can settle your card transactions, which is any of the following currencies: British Pounds (GBP), Euro (EUR), US Dollar (USD), Swiss Franc (CHF) and Polish Zloty (PLN).
<b>Collection Countries</b>	Means the activity described in <a href="#">Appendix 2</a> of these Terms.
<b>Foreign Currency</b>	Means any currency that is not your Base Currency.
<b>Non-permitted Activity</b>	Means the activity described in <a href="#">Appendix 3</a> of these Terms.
<b>Non-permitted Industries</b>	Means the industries described in <a href="#">Appendix 4</a> of these Terms.
<b>Payment Currency</b>	Means a currency found in <a href="#">Appendix 5</a> of these Terms.
<b>Payment Devices</b>	Means a device you can make payments with or use to access or do certain things on your Account (such as the App, your e-wallet, and Cards).
<b>Restricted Countries</b>	Means the countries found in <a href="#">Appendix 6</a> of these Terms.
<b>Security Details</b>	Means passwords, passcodes, personal identification numbers (PINs), security codes and biometric information (such as face ID or fingertip).
<b>You, your, and yours</b>	Means each individual who has been approved by us for an Account.
<b>We, us and our</b>	Means BnkPro Europe Ltd, member of FxPro® Group, unless stated otherwise.
<b>Website</b>	Means the BnkPro Europe Ltd website at bnkpro.com.

- 2.9 Regarding the meaning of certain words and phrases, the following apply when interpreting these Terms:
- (a) Unless indicated to the contrary words and expressions that begin with a capital letter in these Terms will have a specific meaning.
  - (b) Capitalised terms can be used in the singular or plural (as appropriate).
  - (c) Any reference to a document (including any information provided) shall include a reference to that document as amended from time to time.
  - (d) Where there is a reference to 'including' or 'includes' this should be interpreted as including without any limitation.
  - (e) Any 'sub-sections', 'clauses', 'titles' have been inserted for convenience purposes only and shall not affect the construction of these Terms.
  - (f) The bolding of certain paragraphs, words or phrases in these Terms is for ease of reference only. You should ensure that you read these Terms in full.

### **3. Eligibility and validations**

#### **Eligibility criteria**

- 3.1 To apply to receive our products and services you must be an individual - at least 18 years old - and have authority to enter into these Terms without violating any law or regulation by doing so. You confirm that you are not an agent acting for an undisclosed principal or third-party beneficiary.
- 3.2 You confirm that the information (including documentation) provided to BnkPro during the account opening process is correct.
- 3.3 We reserve the right not to accept your application and may decline your application to the extent permitted by law and without providing any reason for this.
- 3.4 If we discover that you do not meet the eligibility criteria, or if you inform us that you no longer meet them, we have the right to act.

#### **Validations**

- 3.5 You entitle us to rely on the information you provide to us.
- 3.6 You authorise us, directly or through third party providers, to use several technological and other means to validate such information.

## 4. Information we need from you and when we can share it

### General

- 4.1 Before and during our business relationship, we will collect, use, process, disclose, transfer, and store your personal data in a number of different ways:
- (a) where you provide it to us directly;
  - (b) where we monitor use of, or interactions with, our websites, any marketing we may send to you, or other email communications sent from or received by us;
  - (c) third party sources, for example, where we collect information about you to assist with 'know your client' checks as part of our client acceptance and other procedures; or
  - (d) publicly available sources.

We will do so as detailed in our **Privacy Policy** the most updated version of which can always be found on our Website. This is to fulfil our legal, regulatory, or risk management obligations.

- 4.2 It is important that your personal data are accurate and complete at all times.
- 4.3 If you are no longer happy for us to collect, use, process, disclose, transfer, and store your personal data, we will have to stop providing you with our services. However, we may keep your personal data and use it where we have lawful grounds to do so. For example, if we need to retain your personal data in our records for regulatory purposes.

### Changing or updating your personal details

- 4.4 It is important that you tell us, as quickly as possible, if anything changes to your personal or other data. This includes changes to your home address, contact details, nationality, economic profile and tax related information.
- 4.5 From time to time, to comply with our regulatory obligations, we may need to ask you to send us information or documentation. If we do, and you do not provide it to us as soon as you can, we may need to stop a transaction, refuse your access to the App, close your Accounts, terminate your Cards, or close the account through which you trade and invest in securities.

### Tax information and reporting

- 4.6 We may collect certain tax information from you (e.g., your tax country(ies) and tax ID(s)). We may share this with the Cypriot tax authorities and tax authorities in other countries, where needed. Some countries tax laws may apply to you even if you are not a citizen or do not live there. If we ask you for any information, which is required for us to comply with our tax reporting obligations, you must provide this to us quickly, otherwise we may need to close your Accounts.
- 4.7 We cannot advise you on tax and, if in any doubt, you should speak to an independent tax advisor. Tax laws and their interpretation is subject to change. You will always be responsible

for the payment of all taxes due and for providing any relevant tax authority with any information relating to your dealings with us.

## 5. How the app works

- 5.1 You will be able to manage your Accounts and Cards, through the App.
- 5.2 You can check your balance(s) and access a record of all transactions into/ out of your Accounts/ Cards/ securities trading and investing, and more by accessing the App. We recommend that you do this regularly to help you spot any transactions that you do not recognise that might be unauthorised or fraudulent.
- 5.3 You are responsible for ensuring that the system through which you are accessing the App (including the equipment and software) conforms to the minimum technical requirements.
- 5.4 To ensure complete and proper access to your Accounts/ Cards/ securities trading and investing, you agree to maintain the latest version of the App on your mobile device. If you make unauthorised modifications to your mobile device, such as by disabling hardware or software controls (for example, through a process sometimes known as 'jailbreaking'), your mobile device may no longer be eligible to access or manage your Accounts and Cards. You acknowledge that use of a modified mobile device in connection with your Accounts or Cards is expressly prohibited, constitutes a violation of these Terms, and could result in our denying or limiting your access to or closing/ terminating your Accounts/ Cards/ securities trading and investing as well as any other remedies available to us under these Terms.
- 5.5 The balances reported on the App are real time balances rather than settled balances. This means that:
- (a) the balance may be considering any amount related to a pending outgoing payment or Card transaction, and
  - (b) the balance may not be considering any amount related to a pending incoming payment or Card refund.
- Once we receive information on any pending transactions - either completed or declined - the balances on the App will be updated accordingly.

## 6. How the e-money accounts work

### General

- 6.1 E-money is broadly defined as an electronic store of monetary value on a technical device that may be widely used for making payments. Your Accounts, which are accessible through the App, store e-money issued by us. E-money is an electronic alternative to cash and can be used to pay for goods and services, either through an Account or the use of a Card. When you or

someone else pays money into your Accounts we will issue an equivalent amount of e-money in your Base Currency or in another currency that you have an Account in.

- 6.2 You can open multiple Accounts - one in each of the available Account Currencies.
- 6.3 For every Account, we issue both 'local' or 'cross border' account details:
- (a) 'Local account details' can be used to receive money in the local currency of the corresponding Account - for example - euro in the EU, GBP in the UK, and USD in the USA.
  - (b) 'Cross border details' relate to information tied to SWIFT collection accounts that can only receive money through the SWIFT network regardless of the currency or the originating country of the transaction.
- 6.4 Subscriptions charges will be deducted from your primary Account unless we tell you otherwise. As far as fees for domestic and international payments are concerned, these will be deducted from the Account the transaction is initiated from - provided there is sufficient balance. If, the balance is not sufficient, you will be notified accordingly through the App.
- 6.5 If you have more than one Account, you can transfer money between them, subject to any charges and/ or currency exchange fees as described on our Website. Your money will move immediately.
- 6.6 You may use your Accounts to send and receive money. You may not use or permit any of your Accounts to be used for any illegal purpose, including in connection with unlawful or illegal goods or services.
- 6.7 Unfortunately, as an electronic money institution we cannot pay you interest.

### **Non-permitted activity and industries**

- 6.8 We are committed to continuously mitigate the risk of money laundering and terrorist financing, so we apply restrictions on certain type of activities and industries - these can be found in [Appendix 3](#) and [4](#), respectively. If you do not comply with these restrictions, we will trigger the provisions found in the [When we might temporarily stop or decline a payment](#) and/ or [When we can end these terms](#) sections.

### **Payments into your accounts**

- 6.9 You can pay into your Accounts any amount by bank transfer or card. Any payments made are subject to charges and/ or currency exchange fees as described on our Website. Third parties can also pay money into your Accounts, for example through a bank transfer.
- 6.10 You can receive money into your Accounts from any Collection Country found in [Appendix 2](#) - this list may be subject to change.

- 6.11 Upon the receipt and clearance of the incoming payment we will issue e-money into your Account equivalent to the value of the incoming payment.
- 6.12 If you receive a payment in a currency which we support (i.e., An Account Currency), we will credit your Account in the corresponding currency Account - if it exists. If it does not, then an additional Account will be automatically created in that specific currency and the amount will be credited accordingly. We will notify you through the App of the creation of an additional Account. Please get in touch with us if you are unsure about this. If you receive a payment in a currency, which we do not support, then the amount will be credited in your primary Account - in your Base Currency - subject to the available daily currency exchange rate.
- 6.13 We do not accept cash or cheques.

### **Payments out of your accounts**

- 6.14 You can take money out of your Accounts, through the App, if you have sufficient money to cover the full payment amount, including any charges - if applicable. If you do not, we will decline the payment. If, for some reason, your payment is permitted despite insufficient money you are responsible for repaying us. Otherwise, your Accounts will be in arrears and the provisions of the [Using money in one Account to pay off another \(known as set off\)](#) section will apply.
- 6.15 You can only send money in one of the Payment Currencies available in [Appendix 4](#).
- 6.16 You can send money to any country except from the Restricted Countries found in [Appendix 6](#) - this list may be subject to change.
- 6.17 If you send money in a Payment Currency (e.g., EUR), which matches the currency of the Account you select to take the money from (e.g., EUR Account), we will debit that specific Account (e.g., EUR Account) for the corresponding amount plus any transfer fees. If you select to take the money from an Account in a different currency (e.g., GBP Account) than the Payment Currency (e.g., EUR), we will debit the Account you choose (e.g., GBP Account) provided there is sufficient balance to cover both the payment amount, transfer fee and currency conversion fee. Fees are available on our Website. If there is insufficient balance in the Account you choose to do the payment from, you will receive a notification through the App to top-up your Account.
- 6.18 The type of payments we use to deliver funds can be found on our Website.
- 6.19 Depending on your device either a passcode or a biometric authorisation will be required for any payment transactions (including transfers to other BnkPro customers).
- 6.20 We will treat a payment out of your Accounts as being authorised by you when you use your App to instruct a transfer to a recipient.

- 6.21 It is important when setting up a new recipient in the App, to check that all details provided are accurate and complete (usually the sort code and account number or equivalent for overseas payments, the name of the account holder etc). If they are not, we may be unable to process a payment to that recipient or the payment may be delayed or fail to reach that recipient or may be paid to an unintended recipient and you may suffer loss. We will not be responsible for any loss you may suffer because of not including all the necessary information for a recipient, or if the information you provided is incorrect.
- 6.22 You are responsible for ensuring that you have enough balance in your Accounts to cover all outgoing payments plus fees and charges.

### **How quickly payments will be in processed**

- 6.23 The processing times of **payments in** (= how long payments take to appear in your Accounts after we receive them) are either same Business Day or next Business Day.
- 6.24 The processing times of **payments out** (= how long payments take to reach their destinations after we receive them) vary depending on (i) the payment type you choose and (ii) the time of the day you proceed with that specific payment type. Details of these are available on our Website.
- 6.25 For **payments out**, where a currency conversion is required, this may increase the time that it takes for the money to reach the recipient's account.
- 6.26 You must contact us if you were expecting a payment in and you have not received it or if tried to make a payment out and it has not reached its designation.

### **Changing or cancelling pending payments**

- 6.27 If you have asked us to send a payment, usually this cannot be changed or cancelled. But please contact us as quickly as possible and we will do our best to assist you.

### **Payments into your accounts by mistake or fraud**

#### **Mistaken payments into you accounts**

- 6.28 If we pay into your Accounts an amount by mistake or because of a system error, we will automatically take it out. If you have insufficient money in your Accounts, you will have to repay us the relevant amount.
- 6.29 We can return - to its legitimate owner - money paid into any of your Accounts by mistake (for example, because the payer gave the wrong recipient details), if the payment happened from within the EEA or the UK through SEPA. But we will check with you first before taking any action. If you believe money was sent to you correctly, we may need to share some information such as your name and address with the paying institution. This is because we are required to cooperate with other institutions and share all relevant information in order to

assist with tracing money, which is sent to the wrong person. In all other cases, we will deal with payments made into your Accounts by mistake depending on how they were made and where they came from. In some of those cases, we will contact you to ask your permission before taking them out of your Accounts.

#### **Fraudulent payments into you accounts**

- 6.30 If a payment in any of your Accounts is the result of fraud or criminal activity, we can remove it without your permission or giving you advance notice and take any other action we may deem necessary.

#### **When money goes missing from you accounts**

##### **Unauthorised payments (= payments made without your permission)**

- 6.31 You must contact us quickly if you do not recognise a payment out of your Accounts – for example, if you believe someone has taken money from one of your Accounts without your permission. You may be obliged to bear the losses relating to any unauthorised payment transaction, up to a maximum of EUR50, resulting from the use of a lost or stolen Payment Device or from the misappropriation of one. We will not refund you if, for example, we reasonably suspect you have acted fraudulently or you lost money because you failed to keep your Payment Devices and Security Details safe and confidential, either deliberately or by being extremely careless (known as ‘grossly negligent’). Similarly, we may not refund you if you tell us about an unauthorised payment more than 13 months afterwards.
- 6.32 If we refund you but it subsequently appears that you were not entitled to the refund (e.g., if we can prove that you acted fraudulently or were grossly negligent), we will deduct from your Accounts the respective amount and applicable fees.

##### **Incorrect payments (= payments sent to the incorrect person because of an error from our side)**

- 6.33 Regarding incorrect payments, we will usually refund you an amount to restore your Account to the state it would have been had the incorrect payment not taken place, after we become aware of the incorrect payment, whether as a result of you notifying us, or due to our own internal systems, checks and records.
- 6.34 If we refund you but it subsequently appears that you were not entitled to the refund (e.g., if we can prove that the payment was received by the person’s bank), we will deduct from your Accounts the respective amount and applicable fees.

##### **Mistaken payments out of your accounts (= payments sent to the incorrect person because you provided the wrong details)**

- 6.35 If you made a payment out of any of your Accounts by mistake (for example, you used the wrong recipient details), please contact us as quickly as possible. We will try to help you recover the money, but we will not be responsible for any loss you may suffer.

### **Fraudulent payments (= payments you sent to a fraudster because you were tricked)**

- 6.36 If you have transferred funds to a fraudster, you must inform us as soon as possible. We will make reasonable efforts to assist you in recovering the funds.

### **When we might temporarily stop or decline a payment**

- 6.37 We will process a payment transaction if we can. But we might temporarily stop to investigate or decline a payment into/ out of your Accounts if it is necessary for security, legal or other reasons. Some examples of when we might do so are set out below:
- (a) Insufficient balance in your Accounts.
  - (b) Errors, failures or refusals of any third party.
  - (c) Payment transaction relates to a Non-Permitted Activity or Industry.
  - (d) We have requested additional information or documentation about you, the payment or the payment's beneficiary and you have not provided these to us.
  - (e) Another person might have a legitimate claim over the money.
  - (f) There is fraudulent or criminal activity involved.
  - (g) There is a suspected or actual breach of security or misuse of your Payment Devices or Security Details.
  - (h) Legal or regulatory reasons (including causing us to breach a court order).
  - (i) Payment transaction exposes us to criticism, action or censure from any government, regulator, or law enforcement agency.
  - (j) We have reasonable grounds to believe that you have breached these Terms.

### **How you will know if there has been a problem with a payment**

- 6.38 You will be able to see, through the App, that a payment has been declined.
- 6.39 You can also contact us to find out the reason for declining the payment. We will tell you unless there is a legal or other reason, which prohibits us from doing so.

### **Using money in one account to pay off another (known as set off)**

- 6.40 If you are in arrears or owe us any money for any reason, we may set off amounts you hold with us in any Account, against the amounts you owe us. We will only exercise this right where we consider it reasonable to do so and, where practicable, once we have given you notice in advance.

To the extent permitted by law, where we say 'we' in this section we mean BnkPro Europe Ltd and any FxPro® Group company.

### **What to do if you need someone else to look after your accounts**

- 6.41 There may be circumstances (for example, in case of physical disability or mental incapacity) when you need to allow someone else to access or run your Accounts on your behalf.

- 6.42 If you need to do that it is important that you contact us in advance (i.e., before allowing a person to operate your Accounts).

## 7. How the cards work

### About the BnkPro card offering<sup>3</sup>

- 7.1 Upon your request, we will issue you with a Card. Your Card is a contactless, debit card and not a credit card.
- 7.2 By using your Card, you demonstrate that you agree to be bound by these Terms, together with the applicable fees and charges, which can be found on our Website and the Mastercard debit card terms and conditions found on Mastercard's website.
- 7.3 You can request up to 5 physical Cards and 5 virtual ones.
- 7.4 Your Cards' currency will be your Base Currency.
- 7.5 If you use your Card for a payment or cash withdrawal in your Base Currency, the money will come out of your primary Account. If you use your Card for a payment or cash withdrawal in a currency other than your Base Currency for which you hold an Account with sufficient money, then the amount will be taken out of this Account; if balance is insufficient, the transaction amount will be converted to your Base Currency and deducted from your primary Account. If your primary Account has insufficient balance also, then the transaction will be declined, and you will be notified through the App to top-up your Account.
- 7.6 Cards are an e-money product, and as such they are not covered by the Investor Compensation Fund (ICF).
- 7.7 We have the right to decline any request for issuing a Card including any request that we deem unreasonable or abusive.

### Use of the cards

- 7.8 You can use your physical Cards to make contactless payments, payments in a shop, or online etc. Whereas you can only use your virtual Cards online.
- 7.9 To use the Card, present it at the time of transaction. Use it in full or part payment of your purchase.
- 7.10 We will treat a Card transaction as being authorised by you when you do at least one of the following:

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<sup>3</sup> Available to European Union residents **only**.

- (a) enter your PIN
- (b) sign a receipt
- (c) provide your Card details (long card number, expiry date, CVV number)
- (d) tap or insert/ swipe your Card to a payment reader
- (e) use your Card and PIN to withdraw cash from a payment terminal (such as an ATM).

7.11 You can perform Card transactions at any time, 24 hours a day, 7 days a week. Occasionally, we might be unavailable, but your transaction will still be processed if you have sufficient available balance in your primary Account.

7.12 The time of receipt of a Card transaction is when it is received by us.

7.13 We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with any of the Cards, but you always have the legal right to dispute a transaction. For details, please refer to our Website.

7.14 You cannot stop a Card transaction after it has been transmitted to us, or once you have given your consent to a third party for a pre-authorized transaction.

7.15 You may not use or permit any of your Cards to be used for any illegal purpose, including in connection with unlawful or illegal goods or services.

### **3D Secure authentication**

7.16 3D Secure (**3DS**), is a tool that helps us verify that it is really you who is conducting the specific ecommerce payments (= payments made for things you buy online) through your Card. So, with 3DS we help fight against fraud and keep you safe. Please note that 3DS does not apply to all ecommerce payments. But this does not depend on us since 3DS is controlled by merchants individually.

7.17 The 3DS authentication/ confirmation happens, through the mobile app, before the completion of your ecommerce payment, which means that your payment could still be declined after you confirm it in the mobile app, for any of the usual reasons - for example - insufficient balance or blocked card.

### **When charges may be payable**

7.18 We will deduct from your primary Account's credit balance the charges for issuing and maintaining your Cards.

7.19 You can find details of the Card charges on our Website.

### **Declined card transactions**

7.20 We may decline a Card transaction, for any reason, including suspected or actual fraud, violation of applicable law, your default under these Terms, or if you exceed your limit found

in the [Spending and cash withdrawal limits](#) section of these Terms. We are not liable to you or anyone else if a Card transaction is not authorised, even if the charge is within your limits or you are not in default. If we decline a Card transaction, we may advise you so.

- 7.21 We are not responsible if anyone refuses to accept your Card. We are also not responsible for the failure of a merchant to honour any of your Cards.

### **Card refunds**

- 7.22 When you return an item purchased using one of your Cards, the merchant's refund will appear on your App as a credit from the merchant.

### **Chargebacks**

- 7.23 A chargeback is similar to a refund because your money is returned to your Account. Still a chargeback differs from a refund because it happens only after you have successfully disputed a completed transaction with the merchant. You can do so if you were charged by mistake or if you were a victim of fraud (for example, you made an order online, but the goods never arrived).
- 7.24 Before you dispute a transaction, you should always try to resolve any issues directly with the merchant - a chargeback should be a measure of last resort.
- 7.25 The chargeback process will be governed by MasterCard.
- 7.26 To initiate a chargeback, please visit our Website for help.

### **Card transactions in foreign currency**

- 7.27 When you use your Card for a transaction in a Foreign Currency other than your base currency, the relevant money will be converted at the currency exchange rate applicable at the time provided there is available balance in your Accounts. If the currency exchange rate is unavailable, then the relevant Mastercard exchange rate will be used.
- 7.28 We may apply a markup on top of the interbank exchange rate we use, when converting a currency other than a Card Settlement Currency. Effectively, the 'mark-up' is our fee for converting the currency for you. More details are available on our Website.

### **Spending and cash withdrawal limits**

- 7.29 You can make cash withdrawals at ATMs subject to your daily and monthly cash limits, which can be found on our Website and in the mobile app. When you make a cash withdrawal in a Foreign Currency, you will receive cash and you will be charged any applicable fees including exchange fees found on our Website.
- 7.30 Please be aware that some ATMs may also charge you their own fees for withdrawing cash.

### **Negative balances**

- 7.31 An offline Card transaction, for example an inflight purchase might cause your primary Account to go negative. If that happens you agree to immediately top-up your primary Account to correct any negative balance, without the need to receive any prior notification from us.
- 7.32 If you fail to remedy any negative balance within 7 Business Days, we have the right to proceed with:
- (a) exercising our right to set off as described in the [Using money in one Account to pay off another \(known as set off\)](#) section
  - (b) applying the fees and charges as described on our Website
  - (c) proceeding directly - or indirectly through a third party - with debt collection, including pursuing a claim in court.

In the case of (d) above, we have the right to claim any reasonable expenses incurred resulting from the debt collection.

### **Protecting your card information**

- 7.33 You are responsible for maintaining the security of any Cards, their Security Details, and any other authentication credentials used in connection with your Card. If you authorise or allow anyone else to use your Card (for example, by providing your physical Card or the passcode to your mobile device, allowing a third party to set up or add their biometric information, authorising them to use your Card), the person may be able to make transactions using your Card. You will be liable for all such transactions made on your Card by that person.

### **Your liability for unauthorised card transactions**

- 7.34 Please get in touch with us immediately if you believe your Card has been lost or stolen, any Security Details have been compromised, or your App has been accessed without your permission. If you think your Card is lost or stolen - in addition to contacting us - you need to immediately freeze your Card using the App. You will not be liable for any unauthorised transactions made, after you inform us.
- 7.35 If you temporarily lost your Card and you have subsequently found it, you can 'unfreeze' the Card through the App.
- 7.36 For the replacement of a lost or stolen Card, we will charge you the amount set out on our Website.

### **The card PIN**

- 7.37 Always protect the PIN of your Card and never disclose it to others. You can view the PIN of your Card in the App. If you believe that your Card PIN has been compromised, you should change it on any ATM that accepts MasterCard cards.

### **Expiry of your card**

- 7.38 Your Card's expiry date is printed on the Card. You must not use the Card after its expiry date.
- 7.39 Provided that the subscription fees are paid, we will automatically proceed to send you a new Card – this Card will bear the same number as your previous Card, but different CVV (Card Verification Value) number and expiry date. Also, the new Card will have a preselected random PIN different to your previous PIN, which you can view in the App and - for security purposes - you will need to change once you receive your new Card on any ATM that accepts MasterCard cards.

### **Contactless transactions and related payment limits**

- 7.40 Your physical Cards are contactless - this means that you can tap your Card at a payment terminal and pay without entering your PIN.
- 7.41 Because no authorisation by PIN is required for contactless transactions, there are some limits on their value and frequency - this is to protect both you and the vendor. These limits are country and bank specific.
- 7.42 You can use your physical Card for contactless transactions without entering your PIN for up to (i) five consecutive times or (ii) a total amount of EUR150. If any of these limits are reached, you will be required to enter your PIN to the payment terminal. There is also a maximum amount for a single transaction, depending on the country in which you are using your Card to spend. In Cyprus, for example, any contactless transaction above EUR50 will require a PIN.
- 7.43 In certain countries, if the limits described above are reached, you will be prompted to use your PIN. However, in certain other countries you will not be alerted to enter your PIN and instead your transaction will be declined - you will have to repeat the payment by inserting the card in the POS (point of sale) terminal and using your PIN.
- 7.44 Each time you enter your PIN to the payment terminal, your transaction and amount limits are reset.

### **Card related complaints**

- 7.45 If you have a Card related complaint, please refer to the [How to make a complaint](#) section of these Terms.

## Suspending or terminating your cards

7.46	By you	By us
	You can, at any time, terminate your Cards by contacting us or through the App.	We may suspend or terminate your Cards, or suspend or cancel any feature on your Cards, at any time and for any reason permitted under the law.

- 7.47 If possible, we will inform you before suspending or closing your Cards. If we cannot do so in advance, we will inform you immediately afterwards. The requirement to inform you does not apply where it would compromise security measures, or it would be unlawful to do so.

## Effect of terminating your cards

- 7.48 When your Cards are terminated, you must:
- (a) return or recycle your physical Cards, and
  - (b) stop using your Cards - both physical and virtual - to make payments to others.
- 7.49 Any Card transactions, pending on termination, will be completed.
- 7.50 You must pay in full any amounts posted after the Card termination.

## 8. How to keep your payment devices and security details secure

- 8.1 You need to ensure that you do everything possible to stop your Payment Devices from being misused. You can do this by keeping your mobile device, Payment Devices and Security Details safe and confidential. For example, you should not:
- (a) let others use your Payment Devices
  - (b) leave your mobile device unattended while you are logged into the App
  - (c) do not choose Security Details that can be easily guessed
  - (d) share or let anyone know your Security Details
  - (e) delete any biometric access from a mobile device that could be used by someone else to access your Accounts
  - (f) before passing on your mobile device to another person (for example, if you sell your mobile or send it to be repaired) delete any Card details from your e-wallet.

Also, you should sign your Card as soon as you receive it.

You can find several other tips on our Website as to how you can protect your Accounts and personal data.

- 8.2 If you suspect that someone else knows your Security Details, please change them immediately and contact us to inform us accordingly.

- 8.3 If you willingly shared your Payment Devices or Security Details with someone else, we will not be responsible for any loss you might suffer as a result. For example, if they take money from your Accounts, we will not refund you the money you lost prior to you contacting us to let us know.

## **9. When we might block access to your payment devices**

- 9.1 The safety and security of your personal data is important to us. We will do everything we reasonably can to stop any unauthorised access to your Payment Devices. It is important that you do the same.
- 9.2 For your protection and the protection of your money with us we will restrict or block, if needed, your access to your Payment Devices. If you suspect that another person - without your authority - accessed or used your Payment Devices, please contact us immediately.
- 9.3 If we have any security concerns, we might block your access to your Accounts and Cards. We might also do this if we are concerned about unauthorised or fraudulent use of your Accounts and/ or Cards (for example, if we think someone is using your Accounts without your permission).
- 9.4 Before blocking your Payment Devices, we will try to contact you unless we are unable to do so because of legal or security reasons. We will reinstate your access as soon as the issues for blocking your Payment Devices are resolved.

## **10. When we might do changes to these terms**

### **When we will tell you in advance**

- 10.1 From time to time, we might do changes to these Terms relating to, for example
- (a) our products or services
  - (b) laws or regulations.

### **What you can do when we tell you about a change**

- 10.2 If you do not tell us that you want to close your Accounts and/ or terminate your Cards before the change takes effect, we will assume you have accepted it. Any changes to these Terms become effective at the end of the notice period, as indicated in the relevant communication.
- 10.3 If you do not accept the change and you inform us about it, you can close your Accounts and/ or terminate your Cards without any penalty.

## 11. Keeping your money safe

- 11.1 We will treat your money according to the Central Bank of Cyprus (**CBC**) 'Client Money' rules. This means that your money will be kept separate from our own. When we receive your money, we will place it into a dedicated client bank account held at a regulated credit institution. This is known as 'safeguarding' and protects your money in the unlikely event that we become insolvent. In the unlikely event that the credit institution becomes insolvent, your money may be at risk.
- 11.2 Your money will be pooled with money belonging to other customers of ours in a segregated account. Therefore, no single customer will have a claim against a specific sum in a specific segregated account in the event of insolvency.
- 11.3 The money you hold with us is e-money and is therefore not protected under the ICF. You can learn more about this by visiting the CBC website at <https://www.centralbank.cy/>.

## 12. How the securities trading and investing works

The trading and investment services in securities are provided to you by FxPro Financial Services Ltd - an affiliate entity of BnkPro Europe Ltd - and member of FxPro® Group.

- 12.1 You agree to maintain only one account with us for securities trading and investing. You can choose this account's currency - the available currencies are GBP, EUR or USD. You can fund your trading and investment in securities from any Account that has available balance. Any money you transfer to your trading and investment account will be held in segregated accounts and will be safeguarded by FxPro Financial Services Ltd in line with the CBC 'Client Money' rules. Any withdrawals from your trading and investment account will be credited in an Account designated by you. FxPro Financial Services Ltd is a member of the ICF, which protects individuals and small companies that have invested money or financial instruments through a regulated investment company. The ICF may compensate each person for up to EUR20.000 if the investment company cannot meet its obligations after it has been declared bankrupt.
- 12.2 We will be receiving orders from you through the App and/ or the relevant web platform. We will be transmitting the orders to third party broker(s) for execution. FxPro Financial Services Ltd - in addition to being responsible for holding your money - will be clearing the relevant transactions in securities and will be doing the custody of the securities also.
- 12.3 FxPro Financial Services Ltd does not provide investment advice and/ or discretionary management services. You determine your investment strategy and choices, and you are responsible for the orders submitted, the composition of your portfolio and any related risks.

If in doubt, you should seek independent advice in relation to any securities transaction you propose to enter.

- 12.4 The securities available through the App and the web platform may not be suitable for everyone. An explanation of the main risks associated with this service is set out in the Risk Disclosure Notice, available on our Website, and you should ensure that you fully understand such risks before trading and investing in securities.
- 12.5 For details about the securities trading and investing, please refer to the FxPro Financial Services Ltd 'Terms and Conditions' available on our Website.

### **13. Who is responsible if one of us does something wrong (known as liability)**

- 13.1 We will always try to act in line with these Terms. We will refund you if you lose money because of something we have done wrong or failed to do. We will only refund you the obvious loss you have suffered.
- 13.2 We are not responsible, and we will not refund you for loss that was not directly caused by us. For example, if you incurred losses because of:
- (a) any changes we do that affect the App, your Accounts/ Cards and resulted from legal or regulatory obligations
  - (b) an unusual and/ or unforeseeable event outside our control (for example, industrial action or the failure of mechanical or electronic systems such as hardware or software failure)
  - (c) any planned or essential maintenance to our systems.
- 13.3 You shall compensate us on demand for all liabilities, costs, expenses, damages (including reputational) and losses (including any direct, indirect, or consequential losses), and all interest, penalties and professional costs and expenses incurred by us because of:
- (a) your breach or default when fulfilling your obligations under these terms
  - (b) the provision of any false or misleading information/ documentation to us.
- 13.4 You can only register once. If we identify in our systems multiple active registrations for you, we will merge and /or terminate the additional registrations.

### **14. How we or you can end these Terms**

- 14.1 These Terms will be effective until you or us, decide to end them. By ending these Terms your access to the App will cease and your Accounts will close, and Cards will terminate.

### **When we can end these terms**

- 14.2 There might be times when we must end these Terms **immediately without giving you advance notice** if:
- (a) you were not eligible to enter into these Terms at the time you did
  - (b) your circumstances changed and you can no longer be bound by these Terms
  - (c) you have seriously and/ or continuously breached any part of these Terms
  - (d) you failed to provide us with the requested information/ documentation
  - (e) you provided us with inaccurate or false information/ documentation
  - (f) you behaved inappropriately to us/ our employees
  - (g) you have been using our services in relation to a Non-Permitted Activity or Industry
  - (h) you have been using our services for illegal or fraudulent purposes
  - (i) you have been using our services for a purpose not covered by these Terms
  - (j) you have done something that might expose us to criticism, action or censure from any government, regulator or law enforcement agency.

We may also do this for legal or regulatory reasons.

- 14.3 If it is reasonable, we might end these Terms for any other reason **by giving you 2 months' notice**. For example, if your Accounts/ Cards become dormant (i.e., there is no activity for 6 months or more), but we will inform you in advance about it.

### **When you can end these terms**

- 14.4 During a period of **14 days from the day these Terms become effective**, you can choose to end them free of charge, by contacting us.
- 14.5 You can also end these Terms at any time thereafter, by contacting us.
- 14.6 If you decide to end these Terms whilst we or any other third party conduct an investigation, we may block your App/ Accounts/ Cards instead until the investigation is completed.

### **What happens when these terms end**

- 14.7 Before these Terms, we will send you your money to a designated account minus:
- (a) any Card payments that have not been charged yet
  - (b) any charges which have not been applied.
- 14.8 After closing your Accounts, if we cannot transfer - to a designated account - any available credit balance in your Accounts and such balance remains unclaimed for 6 years after these Terms are terminated - despite us making reasonable attempts to reach you - our obligation to transfer back to you the available balance in your Accounts ceases to apply.
- 14.9 The termination of these Terms shall be without prejudice to any other rights or remedies we or you may have under any applicable law.

## 15. How to make a complaint

- 15.1 If our service is not what you expected or we made a mistake, please contact us. We will investigate what happened and we will try to put things right as quickly as possible.
- 15.2 We will acknowledge your complaint within 3 Business Days, and we will send you a response in writing when our investigation is completed.
- 15.3 You can find more details about our Complaints Handling Procedure that is available on our Website.
- 15.4 If you are unhappy with how we have dealt with your complaint, you can refer it to the Financial Ombudsman Service (**FOS**) by following certain steps outlined in their website. The FOS is an independent organisation that helps to resolve complaints.

<b>Website</b>	<a href="http://www.financialombudsman.gov.cy/">http://www.financialombudsman.gov.cy/</a>
<b>Phone</b>	+357 22848900

- 15.5 You may also be able to use the European Commission's online dispute resolution platform. You can get more information and access this at <https://ec.europa.eu/consumers/odr/>.
- 15.6 If you believe we have not met all legal requirements under the applicable regulations, you can complain to the CBC. These regulations state for example when we need to respond to your complaint by.

<b>Website</b>	<a href="https://www.centralbank.cy/">https://www.centralbank.cy/</a>
<b>Phones</b>	800 00 800 (from Cyprus)
	+357 22 128 000 (from abroad)

## 16. The laws that apply

- 16.1 These Terms are subject to the laws of Cyprus. Any claims relating to the dealings between us, and you can be heard in the courts of Cyprus.

## 17. General

### Transfer of rights and obligations

- 17.1 We may transfer our rights and obligations under these Terms to another company if we inform you about it and your rights are not affected. You cannot transfer to anyone else any of the rights or obligations you have as part of these Terms.

### **Service providers**

- 17.2 We may use service providers in connection with providing your Accounts or services related to your Accounts. In doing so, we may permit one or more of our service providers to rely on any right that you have granted to us.

### **Our intellectual property**

- 17.3 All content included in or made available through the App, Accounts, Cards, Website including but not limited to all patents, rights to inventions, copyright and related rights, trademarks, service marks, software code, icons, logos, characters, layouts, trade secrets, buttons, colour scheme, graphics, business/ trade names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection, which subsist or will subsist now or in the future in any part of the world is our property or the property of an FxPro® Group entity and is protected by local and international intellectual property laws and treaties.

### **Severability**

- 17.4 If any of the Terms are considered to be invalid, unlawful or unenforceable by a court, such terms will to that extent be severed from the remaining Terms, which will continue to be valid to the fullest extent permitted by law.

### **Entire agreement**

- 17.5 These Terms constitute the entire agreement between us and you and supersede, extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us and you whether written or oral.

### **Our delay or inaction**

- 17.6 If we fail or delay to exercise any right or remedy provided under these Terms or by law it does not mean that we waive that right, or any other right or remedy, nor we will be prevented or restricted from further exercising that right, or any other right or remedy. Also, no single or partial exercise of such right or remedy shall prevent or restrict us from further exercising that right, or any other right or remedy.

## 18. Information about us

- 18.1 Your Accounts and Cards are provided to you by BnkPro Europe Ltd member of FxPro® Group. BnkPro Europe Ltd is registered in Cyprus (Company number 419655) and is authorised by the CBC under the Electronic Money Laws of 2012 and 2018 (Licence number 115.1.3.48).
- 18.2 The trading and investment services in securities are provided to you by FxPro Financial Services Ltd member of FxPro® Group. FxPro Financial Services Ltd is registered in Cyprus (Company number 181344) and is authorised and regulated by the Cyprus Securities and Exchange Commission(Licence number 078/07).
- 18.3 The business offices of BnkPro Europe Ltd and FxPro Financial Services Ltd are at 1 Karyatidon, Ypsonas, Limassol 4180, Cyprus.
- 18.4 You can contact us online or by phone.

<b>Website</b>	bnkpro.com
<b>E-mail</b>	<a href="mailto:support@bnkpro.com">support@bnkpro.com</a>
<b>Phone</b>	+357 25 969 222

## 19. Getting in touch

### How we will contact you

- 19.1 If we need to reach you, we will e-mail you to the e-mail address you registered with us. We may also call you on your mobile or send you text messages to the most recent number you have given us. We may send you notifications through our App too. We will communicate with you in English. If we do contact you, we will never ask you to give us, or any other person working for us, your full Security Details.

It is important to inform us when any of your contact details change. If you do not, we may not be able to contact you to tell you about changes affecting your Accounts.

### How you can contact us

- 19.2 If you have any questions about these Terms or need to get in touch with us, please contact us:

<b>Website</b>	bnkpro.com
<b>E-mail</b>	<a href="mailto:support@bnkpro.com">support@bnkpro.com</a>
<b>Phone</b>	+357 25 969 222

- 19.3 You can find our current opening hours on our Website. Any communication you sent outside business hours will be read on the next Business Day.
- 19.4 You may provide information/ documentation to us:
- through the App,
  - by email through your registered e-mail address, or
  - by phone (where applicable).

We may - from time to time - restrict the provision of certain information to only one of the methods mentioned above.

- 19.5 Any communication sent by us to you is intended to be received by you only. You are responsible for keeping any information we send you as private and confidential.
- 19.6 We record and archive telephone discussions among you and us for training and other purposes. Such recordings, which are kept for a specific period - but no longer than required or permitted by law - may be used as evidence in any judicial, arbitral, or regulatory proceedings. You consent to such recordings. You are not entitled to cite in your favour any technical defect in the telephone recording system, or the fact that a discussion was not recorded.
- 19.7 In addition to telephone discussions, we may also be monitoring and recording e-mails between you and us. Both telephone discussions and e-mails may be subject to storage by us and third parties we cooperate with - in line with our **Privacy Policy**.
- 19.8 Please be aware that transmitting information using electronic communication such as e-mail cannot be regarded as secure because information can be intercepted, amended, corrupted, lost, destroyed, contain viruses, arrive late or incomplete. We will not be responsible for any errors, omissions or damages resulting from the use of such electronic communication except where we fail to exercise reasonable care, prudence, and diligence.

#### **How we will ensure it is you**

- 19.9 When calling you about your Accounts, we will ask you some security questions – this is to ensure that indeed we talk to you. We will never ask you to reveal to us your passwords or PINs.
- 19.10 We will consider as genuine any request coming from the App or Card, which you can only use after entering any of your Security Details.

## 20. Appendix 1: Base Currencies

Country of residence	Base Currency
Austria	EUR
Belgium	EUR
Bulgaria	EUR
Croatia	EUR
Cyprus	EUR
Czech Republic	CZK
Denmark	DKK
Estonia	EUR
Finland	EUR
France	EUR
French Guiana	EUR
Germany	EUR
Greece	EUR
Guadeloupe	EUR
Hungary	HUF
Iceland	EUR
India	EUR
Ireland	EUR
Italy	EUR
Japan	EUR
Korea, Republic of	EUR
Latvia	EUR
Liechtenstein	EUR

Lithuania	EUR
Luxembourg	EUR
Malta	EUR
Martinique	EUR
Mayotte	EUR
Netherlands	EUR
Norway	EUR
Poland	PLN
Portugal	EUR
Reunion	EUR
Romania	EUR
Saint Martin (French part)	EUR
Slovakia	EUR
Slovenia	EUR
South Africa	EUR
Spain	EUR
Sweden	SEK
Switzerland	CHF

## 21. Appendix 2: Collection countries

Åland Islands (ALA)	Ghana (GHA)*	Panama (PAN)*
Algeria (DZA)	Gibraltar (GIB)	Papua New Guinea (PNG)
American Samoa (ASM)*	Greece (GRC)	Paraguay (PRY)
Andorra (AND)	Greenland (GRC)	Peru (PER)*
Angola (AGO)	Grenada (GRD)	Philippines (PHL)
Anguilla (AIA)	Guadeloupe (GLP)	Pitcairn (PCN)

Antarctica (ATA)	Guam (GUM)*	Poland (POL)
Antigua and Barbuda (ATG)	Guernsey (GGY)	Portugal (PRT)
Argentina (ARG)	Guinea (GIN)	Puerto Rico (PRI)*
Armenia (ARM)	Heard Island and McDonald Islands (HMD)	Qatar (QAT)
Aruba (ABW)	Hong Kong (HKG)	Republic of the Congo (Brazzaville) (COG)
Australia (AUS)	Hungary (HUN)	Réunion (REU)
Austria (AUT)	Iceland (ISL)	Romania (ROU)
Azerbaijan (AZE)	India (IND)	Rwanda (RWA)
Bahamas (BHS)*	Indonesia (IDN)	Saint Berthélemy (BLM)
Bahrain (BHR)	Ireland (IRL)	Saint Helena, Ascension and Tristan (SHN)
Bangladesh (BGD)	Isle Of Man (IMN)	Saint Martin (French part) (MAF)
Barbados (BRB)*	Israel (ISR)	Saint Pierre and Miquelon (SPM)
Belgium (BEL)	Italy (ITA)	Samoa (WSM)*
Belize (BLZ)	Jamaica (JAM)*	San Marino (SMR)
Benin (BEN)	Japan (JPN)	São Tomé and Príncipe (STP)
Bermuda (BMU)	Jersey (JEY)	Saudi Arabia (SAU)
Bhutan (BTN)	Jordan (JOR)*	Serbia (SRB)
Bolivia (BOL)	Kazakhstan (KAZ)	Seychelles (SYC)
Bonaire, Sint Eustatius and Saba (BES)	Kenya (KEN)	Sierra Leone (SLE)
Bosnia-Herzegovina (BIH)	Kiribati (KIR)	Singapore (SGP)
Botswana (BWA)*	Kosovo (KOS)	Slovakia (SVK)
Bouvet Island (BVT)	Kuwait (KWT)	Slovenia (SVN)
Brazil (BRA)	Kyrgyzstan (KGZ)	Solomon Islands (SLB)

British Indian Ocean Territory (IOT)	Lao People's Democratic Republic (LAO)	South Africa (ZAF)
British Virgin Islands (VGB)	Latvia (LVA)	South Georgia and the South Sandwich Islands (SGS)
Brunei Darussalam (BRN)	Lesotho (LSO)	South Korea (KOR)
Bulgaria (BGR)	Liberia (LBR)	Spain (ESP)
Cambodia (KHM)*	Liechtenstein (LIE)	Sri Lanka (LKA)
Cameroon (CMR)	Lithuania (LTU)	St Kitts & Nevis (KNA)
Canada (CAN)	Luxembourg (LUX)	St Lucia (LCA)
Cape Verde (CPV)	Macau (MAC)	St Maarten (SXM)
Cayman Islands (CYM)	Macedonia (MKD)	St. Vincent and the Grenadines (VCT)
Chad (TCD)	Madagascar (MDG)	Suriname (SUR)
Chile (CHL)	Malawi (MWI)	Svalbard and Mayen (SJM)
China (CHN)	Malaysia (MYS)	Swaziland (SWZ)
Christmas Island (CXR)	Maldives (MDV)	Sweden (SWE)
Cocos (Keeling) Islands (CCK)	Malta (MLT)	Switzerland (CHE)
Comoros (COM)	Marshall Islands (MHL)	Taiwan (TWN)
Cook Islands (COK)	Martinique (MTQ)	Tajikistan (TJK)*
Costa Rica (CRI)	Mauritania (MRT)	Tanzania (TZA)*
Côte D'Ivoire (CIV)	Mauritius (MUS)	Thailand (THA)
Croatia (HRV)	Mayotte (MYT)	Timor-Leste (TLS)
Curacao (CUW)	Mexico (MEX)*	Togo (TGO)
Cyprus (CYP)	Micronesia (FSM)	Tokelau (TKL)
Czech Republic (CZE)	Monaco (MCO)	Tonga (TON)
Denmark (DNK)	Mongolia (MNG)	Trinidad & Tobago (TTO)*
Djibouti (DJI)	Montenegro (MNE)	Tunisia (TUN)
Dominica (DMA)	Montserrat (MSR)	Turkey (TUR)

Ecuador (ECU)	Morocco (MAR)*	Turks & Caicos (TCA)
Egypt (EGY)	Mozambique (MOZ)*	Tuvalu (TUV)
Equatorial Guinea (GNQ)	Namibia (NAM)	Uganda (UGA)*
Estonia (EST)	Nauru (NRU)	United Arab Emirates (ARE)
Falkland Islands (Malvinas) (FLK)	Nepal (NPL)	United Kingdom (GBR)
Faroe islands (FRO)	Netherlands (NLD)	United States (USA)
Fiji (FJJ)	Netherlands Antilles (ANT)	United States Minor Outlying Islands (UMI)
Finland (FIN)	New Caledonia (NCL)	United States Virgin Islands (VIR)*
France (FRA)	New Zealand (NZL)	Uruguay (URY)
French Guiana (GUF)	Niger (NER)	Uzbekistan (UZB)
French Polynesia (PYF)	Niue (NIU)	Vatican City State (Holy See) (VAT)
French Southern Territories (ATF)	Norfolk Island (NFK)	Vietnam (VNM)
Gabon (GAB)	North Mariana Islands (MNP)	Wallis and Futuna (WLF)
Gambia (GMB)	Norway (NOR)	Zambia (ZMB)
Georgia (GEO)	Oman (OMN)	
Germany (DEU)	Palau (PLW)	

\* The countries/ territories marked with an asterisk are not available by default. Please speak contact us to apply to collect funds from these countries/ territories.

## 22. Appendix 3: Non-permitted activities

- Clients are not allowed to use our services to speculate changes in FX.
- Transactions deriving from crypto currencies.

## 23. Appendix 4: Non-permitted Industries

### Non-permitted industries – global

- Weapons / military-grade security
- Multi-level marketing
- Pawnbrokers
- Political organizations
- Precious metals and stones
- Adult entertainment
- Drug paraphernalia
- CBD and related products
- Carbon credits
- Cryptoassets
- Gambling
- Ponzi / pyramid schemes
- Firms involved in the servicing of illegal goods/services including but not limited to: counterfeit goods/trademark infringement, human trafficking, child labor, prostitution.
- Mining and extraction

### Non-permitted industries – United States of America

- Chemicals
- Medical devices
- Alcohol
- Tobacco
- Dietary supplements
- Seeds or plants
- Regulated financial services
- Outbound telemarketing

## 24. Appendix 5: Payment Currencies

Currency name	Currencies
Great Britain Pound	GBP
Euro	EUR
United States Dollar	USD

Swiss Franc	CHF
Australian Dollar	AUD
Polish Zloty	PLN
Hong Kong Dollar	HKD
Singapore Dollar	SGD
Norwegian Krone	NOK
Swedish Krona	SEK
Mexican Peso	MXN
Turkish Lira	TRY
Danish Krone	DKK
Hungarian Forint	HUF
Japanese Yen	JPY

## 25. Appendix 6: Restricted Countries

- Crimea
- Myanmar
- Syria
- Cuba
- North Korea
- Venezuela
- Iran
- South Sudan
- Libya
- Sudan