

EMBILY PAYMENTS

Terms of Use

Version: 1.00

Last updated: June 8, 2021

These Terms of Use (“**Terms**”) constitute a legally binding agreement between the users of Embily Payments stored value cards and related services (“**You**”, “**User**”) and btc2wire OÜ (“**Company**”, “**We**”), a private company incorporated under the laws of Estonia with an activity license [FVT000024](#) issued by the Estonian Politsei- ja Piirivalveamet.

These Terms apply to any services provided through the Company’s <https://eu.embily.com> website (“**Website**”) and mobile applications (“**Services**”). These Terms describe the terms of use under which you may use the card we provide you with and our Services.

If you want to use the Services, you have to agree to be bound by the terms of use contained in these Terms. You cannot access the Services if you do not agree with these Terms.

The Company is not a trust company, nor is it a payment processor. The Company does not offer services of opening deposit accounts, giving loans, issuing cards, or opening card accounts.

You can contact the Company at support@embily.com.

1. General Provisions

1.1. These Terms constitute a legally binding agreement between you and the Company.

1.2. By accessing or using the Services, you agree to be bound by these Terms in compliance with the laws of Estonia, that apply to any relations between you and the Company (“**Applicable Law**”).

1.3. The Company may change, remove, or add the context of the Terms and reserves the right to do so in its sole discretion. All new and/or revised provisions of the Terms take effect immediately and apply to your use of the Services from that date on.

1.4. The Company will notify you about significant changes in these Terms. This can be done by posting a notification on the Website or sending you an email (if appropriate).

1.5. You can review the most current version of the Terms using the Terms of Use link. If you continue to use the Services after the Company makes changes to the Terms, you are signifying your acceptance of the new and/or revised Terms.

1.6. If you do not agree with new and/or revised provisions of the Terms, you cannot use the Services.

2. Key Terms

2.1. For the purposes of these Terms, "**Card**" means stored value cards issued to you by a third party with whom the Company has entered into a legally binding agreement ("**Issuer**"), distributed and delivered to you by the Company.

2.2. "**Card Account**" means the records we maintain to account for the value of claims associated with the Card.

2.3. "**Virtual Currency**" shall have the meaning as in the laws of Estonia.

3. Services

3.1. The Company provides the following Services:

- 1) distributing and delivering Cards;
- 2) exchanging Virtual Currencies from your Card Account against the fiat money;
- 3) customer support services.

The following services are provided to you by a third-party service provider (UAB Walleto):

- 1) opening Card Accounts;
- 2) enabling the deposit of Virtual Currency onto your Card;
- 3) enabling payments in fiat money with the Card;
- 4) enabling the transfer of fiat money between the Cards of different Users;
- 5) enabling the withdrawal of fiat money from the Card;
- 6) closing Cards and Card Accounts.

3.2. You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded into the Card Account, have been loaded onto the Card on your behalf, whether in Virtual Currency or fiat money exchanged for Virtual Currency.

3.3. The expiration date of the Card is identified on the front of your Card.

3.4. The Card is a stored-value card and can be topped up with Virtual Currency as described below.

3.5. The funds in your Card Account associated with your Card are not held on your Card. They are pooled with funds of other Users and held by the Company in an account with the Issuer and held for your benefit. The Company holds the funds in your account in trust for you and is your agent solely with respect to the payment processing services it will provide for the Card.

- 3.6. The Card is not a credit card.
- 3.7. The Card is not for resale.
- 3.8. You will not receive any interest on your funds in the Card Account.
- 3.9. The Card will remain the property of the Issuer and must be surrendered upon demand.
- 3.10. The Card is non-transferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to Applicable Law.
- 3.11. The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes.
- 3.12. We may refuse to process any transaction that we believe may violate these Terms of the Applicable Law at our discretion.
- 3.13. You are solely responsible for keeping information related to your Card secure.

4. User Account and Eligibility

- 4.1. In order to use the Services, you must be at least 18 years old, be of full legal capacity, and have the capacity to enter into a legally binding agreement.
- 4.2. To access some of the Services, you have to create an account on the Website ("**User Account**"). You must not create a User Account on behalf of another individual or entity unless you are legally authorized to do so.
- 4.3. By opening a User Account, you guarantee that:
 - you will only provide accurate and up-to-date information to the Company;
 - you are not a citizen of the U.S. or do not have a U.S. residence permit;
 - you will not share your User Account and/or password with any third parties and/or do anything else that might jeopardize the security of your User Account and be fully responsible for the access to your account;
 - you will not create more than one User Account;
 - in case of its change, you will update your User Account information.
- 4.4. To open a User Account, you will be asked to create a username and password ("**Account Details**"). Once registered you will be able to access your User Account through our Website using your Account Details in accordance with these Terms.
- 4.5. Once you have opened your User Account, we will check your identity by asking for your Account Details. As long as your correct Account Details are entered, we will assume that you are the person giving instructions and you will be liable for those instructions. You must keep the Account Details secret and secure and make sure that they are not stored in a way that enables others to access them or impersonate you. In addition, if you disclose the Account Details to any person whom you authorize to access your Account, you are also responsible and liable for any access, use, misuse, or disclosure of your Account Details and/or your User Account by such person.

4.6. Additionally, you must provide us with the information we request as part of the User Account opening process. This includes the information to satisfy "know your client" and anti-money laundering checks.

Failure to provide any additional information that we reasonably request from you pursuant to applicable money laundering laws and regulations after you have already opened an Account shall be grounds for the suspension of the provision of Services to you (including access to your account) and/or the termination of this Agreement.

Our AML/KYC Policy and procedures described in it is an integral part of these Terms.

4.7. You must notify the Company immediately upon becoming aware of any breach of security or unauthorized use of your User Account.

4.8. The Company reserves its right to terminate access to your User Account without providing notice or reason in case of any violation of these Terms or the Applicable Law.

4.9. You may close your Card Account at any time.

If you do not have any funds on your Card Account, you can close your Card Account by contacting our customer support at support@embily.com. In this case, your Card Account will be closed in 3 business days after receiving your request.

If you have funds on your Card Account, you can close your Card Account by contacting our customer support at support@embily.com. In this case, your Card Account will be closed in 3 business days after receiving your request and the remaining funds will be transferred to a USDT wallet address you provide us within 40 days.

5. Card Activation

5.1. Your Card shall be active when you receive it. You may begin using the Card as soon as you receive it and depositing Virtual Currency according to Section 7 in an amount of no less than the equivalent of 6 EUR.

If you experience difficulty when using your Card, please contact us at support@embily.com.

5.2. Keep your Personal Identification Number ("**PIN**") of your Card Account secure. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately.

The Company will never ask you to share your PIN with the Company, its directors, employees, agents, or officers.

5.3. If you have not activated your Card in 3 months after receiving it, it will be automatically closed and you will not be able to use it. Please do not attempt to deposit Virtual Currency on a closed Card.

The fee for purchasing a Card that was closed will not be refunded.

6. Card Use

6.1. You are responsible for all authorized transactions initiated and fees incurred by the use of your Card.

6.2. If you permit another person to have access to your Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to these Terms.

6.3. You may not request an additional Card for another person, or add any authorized users to your account.

6.4. If you want to close one of the Cards associated with your Card Account, please contact our customer support at support@embily.com.

To close any of the Cards associated with your Card Account, you have to transfer its balance to another Card associated with your Card Account.

If you have sent a request for closing a Card associated with your Card Account but have not transferred the funds to another Card, your Card will be closed and the remaining funds will be sent to a USDT wallet address you provide us within 40 days.

7. Depositing Virtual Currency

7.1. You may deposit Virtual Currency onto your Card by making a transfer of Virtual Currencies, currently accepted by the Company. The list of assets that can be deposited is available on the Website.

7.2. You should not attempt to deposit Virtual Currency that is not supported by the Company.

7.3. You should follow deposit instructions on the Website.

7.4. You should not attempt to deposit any funds on deactivated, cancelled, blocked, or expired Cards.

7.5. You are solely responsible for the accuracy of the information you enter to make a deposit.

7.6. Funds added to your Card Account will not earn any interest.

7.7. The account balance for your Card Account is available on our Website. You will have access to your funds as soon as your Card is activated.

8. Exchanging Virtual Currency against Fiat Money

8.1. To pay with your Card, you must first exchange Virtual Currency deposited onto your Card to fiat money.

8.2. The list of fiat currencies supported by the Company shall be available on the Website.

The Company does not guarantee that certain fiat currencies will be supported at any time in the future.

8.3. Virtual Currency shall be exchanged to fiat money based on the current exchange rate of the respective currency pair.

When exchanging Virtual Currency against fiat money, Virtual Currency shall be debited, and fiat money shall be credited onto your Account based on the current exchange rate.

9. Paying with your Card

9.1. The maximum amount that can be spent on your Card per day is the balance of the Card Account. You may use your Card to purchase or lease goods or services anywhere debit cards of the payment service provider, mentioned on the Card are accepted as long as you do not exceed the value available in your Card Account.

9.2. We have no liability if you are unable to complete a transaction.

9.3. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender.

9.4. Some merchants may require preauthorization for transactions. The amount required for preauthorization will be removed from your Card, even if the card is declined. It may take up to seven (7) days for the hold to be removed and your funds to be restored. During the hold period, you will not have access to the preauthorized amount.

9.5. If you use your Card number without presenting your Card (such as for mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the physical Card itself.

9.6. For security reasons, we may limit the amount or number of transactions you can make with your Card or Card Account.

9.7. Your Card cannot be redeemed for cash.

9.8. You may not use your Card for any illegal purposes, including but not limited to money laundering, terrorist financing, other financial crimes according to the Applicable Law.

9.9. Each time you use your Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions. If a transaction exceeds the balance of the funds available in your Card Account, you shall remain fully liable to us for the amount of the transaction and any applicable fees.

9.10. You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. You may not make preauthorized regular payments from your Card Account. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days.

10. Transfer between Cards

10.1. You can transfer fiat money from your Card Account to Card Account of another User, provided you have the information required to make such a transfer, which includes the number of the recipient Card and the full name of the User.

10.2. You are solely responsible for the accuracy of the information you enter to make a transfer.

10.3. When making such a transfer, fiat currency shall be immediately debited from your Card Account, and then credited onto another User's Card Account. Such transfer is final and there shall be no returns or refunds.

11. Withdrawals

11.1. You can withdraw fiat money from your Card Account using an ATM machine that supports Cards of a payment service provider, mentioned on the Card.

11.2. You shall be liable for a fee of using an ATM. You can only withdraw the amount of fiat money for which you can pay such fees with funds remaining on your Card Account.

11.3. You cannot withdraw Virtual Currencies from your Card Account. To withdraw any funds, you should first exchange them to fiat money.

11.4. If your Card is stuck in the ATM, please follow the instructions on the ATM and/or contact the company that provides technical support for this ATM.

11.5. When making a withdrawal, you are advised to always check the accuracy of the amount withdrawn against the amount requested to be withdrawn.

12. Registering Card for Certain Purchases

12.1. If you wish to make online, mail, or telephone order purchases, you should first visit the Website and register your Card, if such is needed.

12.2. Some online, mail, and telephone order merchants require that certain personal information, such as your name and address, be on file with the Card issuing bank prior to approving a purchase. Therefore, unless you register your Card in advance, these types of merchants might decline your purchase even if there are sufficient funds in your Card Account.

13. Returns and Refunds

13.1. If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card Account for such refunds and agree to the refund policy of that merchant.

13.2. The Issuer is not responsible for the delivery, quality, safety, legality, or any other

aspects of goods or services that you purchase from others with a Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

13.3. You may request a refund for your Card before: a) you have pressed the “Enroll the Card” button and the Card you have ordered is assigned an “Issuing” or “Ready to use” status (for virtual Cards); or b) the Card you have ordered is assigned a “Sent” or “Delivered” status (for physical Cards).

The refund will be made using the same method you used to pay for the Card for which you are requesting a refund.

Once a Card is assigned a status that makes making a refund impossible, you shall not be entitled to a refund.

14. Card Replacement

14.1. If you need to replace your Card for any reason, please contact us at support@embily.com to request a replacement Card. You will be required to provide personal information which may include your 16-digit Card number, full name, transaction history, and other relevant information.

15. Expiration

15.1. Your Card will expire when the "valid thru" date printed on the front of your Card has passed. Your Card will expire no sooner than five (5) years from the date of purchase. The funds in the Card Account do not expire.

15.2. You will not be able to use your Card after the expiration date; however, you may request a replacement Card at no cost to you.

16. Receipts and Transaction History

16.1. You should get a receipt at the time you make a transaction using your Card, if possible. You agree to retain, verify, and reconcile your transactions and receipts.

16.2. You can access your Card Account’s transaction history using your User Account. The Company shall have access to your transaction history.

17. Card Account Balance and Periodic Statement

17.1. You are responsible for keeping track of your Card Account available balance. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction.

17.2. You can access your available balance using your User Account. Statements in electronic format will be made available free of charge on the Website.

18. Information Given to Third Parties

18.1. We may collect and disclose information (including personally identifiable information) to third parties about you, your Card and the transactions related to your Card ("**Cardholder Information**").

18.2. The types of Cardholder Information we may collect includes:

(i) information about purchases made with the Card, such as date of the purchase, amount and place of the purchase; and

(ii) information you provide to us when you apply for a Card or for replacement Cards, when you register your card, or when you contact us with customer service issues, such as name, address, and phone number.

18.3. The types of information we may disclose include:

(i) where it is necessary or helpful for completing a transaction;

(ii) in order to verify the existence and condition of the Card for a third party (e.g., a merchant);

(iii) in order to comply with any law or to comply with the requirements of any government or self-government agency or court order;

(iv) if you give us your written consent;

(v) to service providers who administer the Card or perform data processing, records management, collections, and other similar services for us, in order that they may perform those services;

(vi) in order to prevent, investigate or report possible illegal activity;

(vii) in order to issue authorizations for transactions on the Card; and

(viii) as otherwise permitted by law.

When you are no longer our customer, we continue to share your information as described herein.

18.4. We may share Cardholder Information with our employees or affiliates' employees if their job responsibilities are authorized to have access to Cardholder Information. We maintain physical, electronic, and procedural security measures that comply with the Applicable Laws to safeguard Cardholder Information. In addition, we are required to periodically report certain Card information to Issuer to assist in fraud prevention.

18.5. At your request, we may mirror the functionality of the Website on a third-party platform, which is currently supported for integration by the Company, so that you may receive the Services from the interface of such a third-party platform. We shall not be liable for the efficiency and security of such third-party platforms.

18.6. We may share your information with third parties, if it is necessary for the provision of Services or to support the functioning of the Website or the Company.

19. Our Liability to Complete Transactions

19.1. If we do not properly complete a transaction from your Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, in no event will the Company be liable:

- (1) if through no fault of ours, you do not have enough funds available in your Card Account to complete the transaction;
- (2) if a merchant refuses to accept your Card;
- (3) if an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (4) if access to your Card Account has been blocked after you reported your Card lost or stolen;
- (5) if there is a hold or your funds are subject to a legal or administrative procedure or other encumbrance restricting their use;
- (6) if we have reason to believe the requested transaction is unauthorized;
- (7) if circumstances beyond our control (such as fire, flood, or computer or communication failures) prevent the completion of the transaction; or
- (8) any other exception stated in our Agreement with you.

20. Unauthorized Transactions

20.1. Under the payment system's operating rules, unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transaction using your lost or stolen card. You must notify us within two (2) business days of the transaction at issue in order to take advantage of any such limited liability provisions.

20.2. You agree to safeguard your Card against unauthorized use by taking all reasonable precautions. If you believe that someone has made an unauthorized transaction with your Card (or may attempt to use your Card without permission) or you believe an error has occurred with your Card, you agree to notify us immediately by support@embily.com and in no event later than seven (7) days of the date of the transaction at issue.

When you notify us, you must provide your name, Card number and other identifying details, and describe the error or transaction that you are unsure about. We cannot assist you if you do not have the Card number.

Once we receive your notification, we may temporarily freeze your Card Account and block your Card for security purposes.

In the event of the actual or suspected unauthorized use, we will cancel your Card, and if our records show that available funds remain on your Card, we will issue you a replacement Card loaded with the remaining value.

We reserve the right to decline to issue you a replacement Card in accordance with the Applicable Law at our sole discretion. You agree to assist us in determining the facts

relating to any possible unauthorized use or error associated with your Card, and to comply with the procedures we may require for our investigation. Following our investigation, if we determine that unauthorized use or an error has occurred with your Card, we will credit your Card in the amount of the unauthorized use or error. It may take up to thirty (30) days to provide you with a replacement card.

21. Cancellation

21.1. In the event that your Card Account is cancelled, closed, or terminated for any reason and you have registered your Card with your personal information, you may request the unused balance to be returned to you via a check to the mailing address we have in our records.

21.2. Please do not attempt to make deposits, withdrawals, or transfers with cancelled, closed, or terminated Cards.

22. Disclaimers and Limitations of Liability

22.1. The Company does not guarantee that Services are error-free, reliable, or will operate without interruption. The Website is provided to you on the "AS-IS" basis.

22.2. If you are not satisfied with the conditions and/or quality of the Services, you must stop using the Services. Your use of the Services shall mean that you have no claims regarding conditions and/or quality of the Services against the Company.

22.3. In no event shall the Company, its officers, directors, employees, agents, and all third-party service providers, be liable to you or any other person or entity for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever, including any that may result from:

- (i) the accuracy, completeness of Services;
- (ii) the accuracy, completeness, or content of any sites linked (through hyperlinks, banner advertising or otherwise);
- (iii) personal injury or property damage of any nature whatsoever;
- (iv) third-party conduct of any nature whatsoever;
- (v) any unauthorized access to or use of Company's servers, personal information, payment information or other information and data stored if such unauthorized access did not directly occur due to the Company's actions or inactions;
- (vi) any interruption or cessation of the provision of the Services to or from the Website or otherwise, or any third-party websites;
- (vii) any viruses, worms, bugs, trojan horses, or the like, which may be transmitted to or from the Website or any third-party websites;
- (viii) any loss or damage of any kind incurred as a result of your use of the Services, whether or not the Company advised of the possibility of such damages;

(ix) losing access to your User Account, Card;

(x) any errors or malfunctions caused by or otherwise related to third-party payments service providers;

(xi) other risks associated with the use of stored-value cards.

22.4. We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

23. Telephone Communication and Customer Support

23.1. You agree that from time to time, in accordance with the Applicable Law, we may monitor and/or record telephone calls between you and us for training, to assure the quality of our customer service, for security purposes; in connection with our efforts at the claim or dispute resolution; to detect fraud, unauthorized activity, or suspected wrongdoing, or as required by Applicable Law. However, we will always ask for your consent to record a telephone call.

From time to time, we may need to contact you about your Card Account. You authorize us to call you at any number you provide or at any number at which we reasonably believe we can contact you, including calls or text messages to mobile, cellular, or similar devices, for any lawful purpose, including but not limited to:

(1) suspected fraud or identity theft;

(2) servicing your Card Account and

(3) obtaining any necessary information.

You authorize us to use automated dialers and/or recorded messages when making such calls. You agree to pay (without reimbursement from us) any fees or charges you may incur from your telecommunications provider for any such calls we make to you.

23.2. Customer support services are available at support@embily.com.

24. Applicable Law and Dispute Resolution

24.1. If any relations between you and the Company are not regulated by these Terms, they shall be regulated by the laws of Estonia.

24.2. You and the Company shall endeavour to resolve through negotiations all disagreements that may arise between you and the Company during the validity term hereof.

If the parties fail to reach an agreement on the dispute within 30 (thirty) calendar days from the start of negotiations, the dispute shall be submitted to the competent court under the Applicable Law.

25. Final Provisions

25.1. These Terms shall remain in force until terminated by the Company. The Company may terminate these Terms at any time at its own discretion without explaining the reasons for this decision.

25.2. These Terms of Use, Privacy Policy, and AML/KYC Policy any other notices and disclaimers on the Website constitute the entire agreement between you and the Company regarding your use of the Services.

25.3. Should you have any comments, questions, or complaints, please contact the Company at support@embily.com.