

# Terms of Use for Receiving Hong Kong Dollar

Hong Kong Wise Payments Limited

Last updated: 6 December 2024

Version 1.1

You may go directly to any section by selecting the appropriate link provided. The headings are for reference only. Some capitalised terms have specific definitions in the Glossary. Underlined words in this Agreement contain hyperlinks to further information.

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# GENERAL INFORMATION

## 1. Welcome to Wise

1.1 Agreement. This is the contract between you, the "User", and Wise Payments Limited, which defines the terms and conditions on which we provide our Receive Services (as defined in section 2 below) to you ("Agreement"). When using any other services apart from Receive Services, you may be doing business with a different Wise entity as listed [here](#). In those cases, your money will be held in accordance with the regulations and licences applicable to such entity, as described [here](#).

1.2 Other additional documents which apply to you. This Agreement refers to and incorporates by reference the following additional documents ("Additional Documents"), which also apply to your use of our Services:

(a) [Our Privacy Policy](#), which sets out the terms on which we process any personal data we collect about you, or that you provide to us. By using our Services, you consent to such processing, and you promise that all data provided by you is accurate.

(b) [Our Cookie Policy](#), which sets out information about the "cookies" on our Website.

(c) [Our Acceptable Use Policy](#), which sets out the permitted and prohibited uses of our Services.

1.3 You should also be aware of our [Wise Help Centre](#) ("Help Centre") which provides answers to common customer questions.

1.4 In case of any discrepancies between what is stated in this Agreement and what is stated in the Additional Documents and Help Centre, what is stated in this Agreement shall prevail. In order to receive some of our Services, you may be asked to agree to additional terms and conditions (including those referred to in section 1.5) which

we will notify you about at the relevant time. For the avoidance of doubt, upon your use of any of our Services, you accept the last updated version of this Agreement.

1.5 Subject to the Services provided to you, you shall comply with applicable laws and any terms, conditions, policies, guidelines, code of conduct, or similar, imposed by the regulated entities that we have partnered with to provide the Services.

1.6 Future changes to this Agreement. Subject to section 16, all future changes are incorporated into this Agreement. We may change this Agreement at any time by posting a revised version on our Website, and your use of the Services thereafter shall be deemed as your acceptance of the revised Agreement. In the event you do not accept the revisions to the Agreement, you agree and acknowledge that you will not use our Services.

1.7 You accept this Agreement. By visiting our Website or using our Services (including downloading and using our App, a social media platform or other authorised third party), you confirm that you accept and agree to this Agreement. If you do not agree, you must not use our Services.

1.8 Where to get a copy of this Agreement. You can always see the most current version of this Agreement on our [Website](#).

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## 2. Glossary

In this Agreement:

App means the mobile application software where we offer our Services, the data supplied with the software and the associated media.

API means the application programming interface provided by Wise, for example, through an API Partner.

API Partner means a business we have partnered with for Wise to offer our Services through their website, mobile application or similar.

Business Account is the account for business to use our Services, including Receive Services. You can have multiple business accounts in your Wise Account.

Business Day means a day other than a Saturday, Sunday or a public holiday in Hong Kong when financial institutions in Hong Kong are open for business.

Chargeback means the person sending you the money has made a claim to their bank or payment provider that money was sent to you illegitimately, or the payment to Wise fails due to insufficient funds, account closed or any other reason.

Intellectual Property means (i) rights in, and in relation to, any trademarks, logos, patents, registered designs, design rights, copyright and related rights, moral rights, databases, domain names, utility models, and including registrations and applications for, and renewals or extensions of, such rights, and similar or equivalent rights or forms of protection in any part of the world; (ii) rights in the nature of unfair competition rights and to sue for passing off and for past infringement; and (iii) trade secrets, confidentiality and other proprietary rights, including rights to know how and other technical information.

Personal Account is the account that allows individuals to use our Services. Each individual can only have one personal account in their Wise Account.

Receive Services mean the remittance services provided by Wise as a Money Service Operator to arrange for the receipt of money from a place outside Hong Kong.

Received Funds mean all funds received by Wise in connection with your use of the Receive Services.

Reversal means the funds received by you are reversed for any reason.

Services means all products, services, content, features, technologies or functions offered by us and all related websites, applications (including the App), and services (including the Website).

Third Party Materials has the meaning given in section 14.

Wise Account means your Personal Account and all Business Accounts that you have registered with Wise under one email address. A Wise Account is only a virtual private account offered by Wise on its platform/Website/App for representational purposes and not a bank account nor an electronic money account.

Wise Account holder has the definition given in section 5.6.

Wise Materials has the definition given in section 12.1.

Website means any Wise webpage, including but not limited to [www.wise.com](http://www.wise.com), where we provide the Services to you.

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### **3. Who we are and how to contact us?**

3.1 Our company information. Wise Payments Limited is a company incorporated under the laws of England and Wales with company number 07209813 ("Wise", "we", "us", or "our" as applicable).

3.2 Our Registered offices. In the UK, our registered office is 6th Floor, The Tea Building, 56 Shoreditch High Street, London E1 6JJ.. In Hong Kong, our registered office is at Unit 1922, 19F, China Building, 29 Queen's Road Central, Central. These offices are for Wise employees only and are not accessible to customers.

3.3 We are an Electronic Money Institution authorised by the UK Financial Conduct Authority ("FCA") under the Electronic Money Regulations 2011 for the issuing of electronic money and providing payment services. Our FCA reference number is 900507.

3.4 In Hong Kong, we are licensed as a Money Service Operator by the Customs and Excise Department, licence number: 15-01-01584.

3.5 How to contact us. You can contact us by email, web chat or telephone. Our contact details are provided on the [Contact](#) page of our Website.

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## **4. Who can use our Services?**

4.1 You must be 18 years or over. If you are an individual, you must be 18 years or older to use our Services and by creating a Wise Account, you declare that you are 18 years or older. We may ask you at any time to show proof of your age.

4.2 You must have authority to bind your business. You confirm that you have authority to bind any business or entity on whose behalf you use our Services, and that business or entity accepts these terms. We may ask you at any time to provide proof of such authority. If you do not provide proof of authority that is acceptable to us, we may close or suspend your Business Account.

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# **WISE ACCOUNT**

## **5. Creating a Wise Account**

5.1 Creating a Wise Account. To start using our Services, you must create a Wise Account and provide your details as prompted.

5.2 Information must be accurate. All information you provide to us must be complete, accurate and truthful at all times. You must update this information whenever it changes. We cannot be responsible for any loss arising out of your failure to do so. We may ask you at any time to confirm the accuracy of your information and/or provide additional supporting documents.

5.3 Security and customer due diligence checks. We are required by law to carry out certain security and customer due diligence checks on you in order to provide any Services to you. In some circumstances, we might need to also perform checks to any parties involved in your transaction. You agree to comply with any request from us for further information and provide such information in a format acceptable to us. In addition, you agree that we may make, directly or through any third party, any inquiries we consider necessary to validate the information you provided to us, including checking commercial databases or credit reports. You authorise us to obtain one or more of your credit reports, from time to time, to establish, update, or renew your Wise Account with us or in the event of a dispute relating to this Agreement or activity under your Wise Account. You agree we may disclose your name, residential address and date of birth to a credit reporting agency in order to obtain a credit report for these purposes.

5.4 Wise reserves the right to close, suspend, or limit access to your Wise Account or the Services in the event we are unable to obtain or verify your information.

5.5 Transacting on your own account. All activities under a Wise Account shall be deemed as activities carried out by you. You agree to only use the Services to transact on your own account and not on behalf of any other person.

5.6 One Wise Account per person or entity. You may open only one Personal Account and one or more Business Accounts. While each account might be linked to one Wise Account, each person or entity (each a "Wise Account holder") is individually bound to the terms and conditions applicable to the address in their account as provided [here](#).

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## 6. Keeping your Wise Account Safe

6.1 When accessing your Wise Account, you should at the minimum do the following:

- a) Change your password regularly and ensure that it isn't reused across other online accounts.
- b) Contact [Customer Support](#) if anyone asks for your Wise Account login details, including your password.
- c) Always follow recommended password management practice, including by using [strong passwords](#), using a mixture of letters, numbers and symbols.
- d) Set up 2-step authentication where prompted by us (for further instructions please refer to our [Help Centre](#)).
- e) Keep your email account secure. You may reset your Wise Account Password using your email address. Let [Customer Support](#) know immediately if your email address becomes compromised.
- f) Update the device's browser to the latest version available.
- g) Maintain the device's operating systems with regular security updates provided by the operating system provider.
- h) Install and maintain the latest anti-virus software on the device, where applicable.

## 6.2 You must NOT:

- a) Disclose your Wise Account password or your customer reference number (which starts with the letter P followed by a series of numbers,) and you must keep them safe.
- b) Let anyone access your Wise Account or watch you accessing it, including letting someone else take remote control of your device(s).
- c) Use any functionality that allows your login details or passwords to be stored by the computer or browser you are using or to be cached or otherwise recorded.
- d) Do anything which may in any way avoid or compromise the 2-step authentication process.

6.3 Contact us if you suspect your Wise Account has been compromised. If you suspect your Wise Account or other security credentials are stolen, lost, used without your authorisation or otherwise compromised, you must contact [Customer Support](#)



immediately. You are also advised to change your password. Any undue delays in notifying us may affect the security of your Wise Account and also result in you being responsible for losses.

6.4 You shall be solely responsible for maintaining the security and confidentiality of your Wise Account. You agree and acknowledge that you shall be liable and responsible for any authorised or unauthorised activity that takes place through your account. Wise shall not be liable for any unauthorised access to your account. You further agree to defend, indemnify and hold harmless Wise from any claim in connection with any activity on your Wise Account.

6.5 Additional Wise products or services you use may have additional security requirements and you must familiarise yourself with those.

6.6 You are responsible for configuring your information technology, computer programmes and platform in order to access our Services. We cannot guarantee that our Services will be free from bugs or viruses.

6.7 You must not misuse our Services. You must not misuse our Services by introducing viruses, trojans, worms, logic bombs or other materials which are malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, our servers, computers or databases. You must not attack our Website with any type of denial of service attack. By breaching this provision, you may commit a criminal offence. We will report any such suspected breach to the relevant law enforcement authorities, and we will cooperate with those authorities, including by disclosing your identity to them. In the event of such a suspected breach, your right to use our Website and/or our Services will cease immediately.

6.8 Your use of our Services must not violate any applicable laws. You commit to us that your opening or use of a Wise Account or our Services does not violate any laws applicable to you. You take responsibility for any consequences of your breach of this section.

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## 7. Terminating your Wise Account

7.1 You may terminate your Wise Account at any time. You may terminate your Wise Account, which will end your ability to use our Services at any time by following the steps provided in our [Help Centre](#).

7.2 Remaining funds may be subject to additional checks. After closure or deactivation of your Wise Account you may be subject to additional checks before Wise is able to return any of your funds held with us back to you.

7.3 You must not terminate your Wise Account to avoid an investigation. You must not terminate your Wise Account to avoid an investigation. If you attempt to terminate your Wise Account during an investigation, we may hold your money until the investigation is fully completed in order to protect our or a third party's interest.

7.4 You are responsible for your Wise Account after closure. You agree that you will continue to be responsible for all obligations related to your Wise Account even after it is closed.

7.5 We may end this Agreement by giving you two months' notice. We may end this Agreement and terminate your Wise Account or any Service associated with it by giving you two months' prior notice, where required.

7.6 We may suspend or Terminate your Wise Account without notice in certain circumstances. We may do this if:

- a) we suspect you have breached this Agreement or documents referred to in this Agreement;
- b) we are requested or directed to do so by any competent court of law, government authority, public agency, or law enforcement agency;
- c) we have reason to believe you are in breach of any applicable law or regulation; or

d) we have reason to believe you are involved in any fraudulent activity, money laundering, terrorism financing or other criminal or illegal activity.

7.7 We may suspend your Wise Account for security reasons. We may suspend your Wise Account or restrict its functionality if we have reasonable concerns about:

- a) the security of your Wise Account; or
- b) suspected unauthorised or fraudulent use of your Wise Account.

7.8 We will give you notice of suspension where possible. We will give you notice of any suspension or restriction and the reasons for such suspension or restriction as soon as we can, either before the suspension or restriction is put in place, or immediately after, unless notifying you would be unlawful or compromise our reasonable security measures.

7.9 You cannot use the App if this Agreement ends. On termination for any reason all rights granted to you in connection with the App shall cease, you must immediately delete or remove the App from your devices.

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## **8. Our fees**

8.1 You must pay our fees. You must pay the fees in connection with the use of our Services. We will not process your transaction or provide any other Services to you until we have received the fees from you.

8.2 Our fee structure. Our fees for our Services will be displayed on our Website or App prior to your use of such Services.

8.3 We can make deductions from your Received Funds. You agree that we are authorised to deduct our fees, any applicable reversal

amounts, or any amounts you owe us from your Received Funds. If you don't have sufficient Received Funds to cover these amounts, we may refuse to execute the relevant transaction or provide any Services to you.

8.4 Taxes. You are responsible for any taxes which may be applicable to payments you receive, and it is your responsibility to collect, report and pay the correct tax to the appropriate tax authority.

8.5 API Partner fees. An API Partner may charge a fee for the convenience of using our Services via the API Partner. This fee is set by the API Partner and is separate to any fees charged by Wise for your transaction(s). Wise may collect this fee on behalf of an API Partner.

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## 9. Currency Conversion

9.1 Our Services include the ability to convert foreign currencies collected overseas back to Hong Kong dollar in Hong Kong.

9.2 Exchange rate. When we refer to an exchange rate in this Agreement, it means the exchange rate at the relevant time for the relevant currency pair (for example, GBP to HKD, USD to HKD) that is offered by Wise, which is typically provided by a reference rate provider. We may change our reference rate provider from time to time without notice to you.

9.3 For some currencies, we do not use the mid-market exchange rate, including where we are required to use a different reference rate for the exchange rate for your currency pair.

9.4 The applicable exchange rates. We will determine the applicable exchange rate for your payments at the point we receive the funds from your sender. You can find the applicable exchange rate in your Wise Account and on your transfer receipt.

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## 10. Receiving money

### 10.1 Getting local account details

- a) Wise will provide to you local account details that your senders can use to send money to you, using one or more methods, for example, bank transfer, credit cards or debit cards (in this Agreement, we will call these methods "Pay-In Methods") which we support from time to time or provide to third parties to send money to you ("Account Details"), for payout to your local Hong Kong bank account provided to us ("Hong Kong Bank Account").
- b) Pay-in Methods are not part of our Services, they are services provided by payment aggregators. The processing of payments will be subject to the terms and policies of such payment aggregators in addition to this Agreement. We shall not be liable for any error by the payment aggregator. In the event of any unsuccessful payments, the money so debited shall be credited back to the source account in accordance with the terms of the payment aggregator. We cannot guarantee the use of any particular Pay-in Method and we may change or stop offering a Pay-in Method at any time without notice to you.
- c) We may change the Account Details given to you. You agree that Wise will not be held responsible for any activity involving Account Details that were changed in accordance with the terms of this Agreement, including where you do not provide updated Account Details to third parties.
- d) If you provide these Account Details to a third party, you agree that you will not impose a surcharge or any other fee for accepting payment of funds to that account.
- e) When Wise provides you with Account Details, these Account Details are a means to receive funds from third parties into a bank account held by Wise and its affiliates. They are not a bank account number for a bank account held by you.

### 10.2 Creating a Payment Request

- a) When using our Receive Services, you may set up a payment request ("Payment Request") from your Wise Account.
- b) To set up a Payment Request via your Wise Account, you need to provide certain information to us. You must make sure that the information you provide when setting up a Payment Request is accurate.

### 10.3 Receiving Funds

- a) Received Funds, after deduction of applicable fees and after conversion, will be sent to your Hong Kong Bank Account, and are not funds held in a bank account or electronic money issued by us to you. You will not be allowed to withdraw or transact these Received Funds.
- b) We will only process your Payment Request if we have received sufficient cleared funds from your sender.
- c) You will need to open and maintain a local bank account in Hong Kong when using our Receive Services. You must make sure that the details of the Hong Kong Bank Account provided to us are accurate. If we have processed your order in accordance with the information you have provided to us, it will be considered correctly completed even if you have made a mistake.
- d) You warrant that the Hong Kong Bank Account you provide to us is owned by you.
- e) The payments to the Hong Kong Bank Account will be made in Hong Kong dollar. We will apply the exchange rate as specified in section 9.2 for currency conversion.

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## 11. Reversals and Chargebacks

11.1 The funds received may be subject to reversal. You acknowledge that the Received Funds, including any Received Funds that have been transferred to your Hong Kong Bank Account, may be subject to Reversal or Chargeback and that you are immediately liable to Wise for

the full amount of the payment sent to you plus any fees if the payment is later invalidated for any reason.

11.2 Reasons for reversal of payments. Received Funds, including any Received Funds that have been transferred to your Hong Kong Bank Account, may be reversed and/or may be liable to repayment to Wise if, without limitation:

- a) It was reversed by the person who paid you the Received Funds or any relevant payment services provider.
- b) We could not verify your business information or information in the payment request satisfactorily or in time.
- c) The Received Funds were not cleared or sufficient to fulfil your Payment Request.
- d) We have reason to believe Wise, or any other party, sent the amount received to you in error;
- e) We have reason to believe the amount received was unauthorised or fraudulently undertaken or induced;
- f) We have reason to believe the amount received was received for activities that appear to have violated a law, this Agreement, the [Acceptable Use Policy](#), or any other agreement between you and Wise;
- g) Wise has reasonable grounds to do so for any other legitimate reasons, including but not limited to regulatory directives or restrictions.
- h) Any other error resulting in your account being credited in circumstances where you are not the lawful recipient and/or lawfully entitled to retain the Received Funds.

11.3 If the Received Funds are reversed by the sender or any payment provider, you agree that Wise may refund or reverse the Received Funds in the same currency as the original transaction. Wise may at their discretion perform a currency conversion in order to refund or reverse the transaction, subject to the exchange rate being offered by Wise in the applicable currencies at that time.

11.4 Chargeback Fees. If you receive a debit or credit card-funded payment and you (or a third party) pursue a chargeback for the

transaction with the card issuer, then you authorise Wise to apply a fee for facilitating the chargeback process and deduct the chargeback fee from your Received Funds.

11.5 Unsuccessful Payouts. If a payout to your Hong Kong Bank Account is unsuccessful, we will attempt to contact you and retry the transaction. If the retry is not successful, we reserve the right to refund the amount back to the sender after deducting any applicable fees without requiring consent.

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## INTELLECTUAL PROPERTY

### 12. Intellectual Property Rights

12.1 All right, title and interest in and to any software (including without limitation the App, the Wise website, developer tools, sample source code, and code libraries), data, materials, content and printed and electronic documentation (including any specifications and integration guides) developed, provided or made available by us or our affiliates to you, including content of the Wise website, and any and all technology and any content created or derived from any of the foregoing ("Wise Materials") and our Services are the exclusive property of Wise and its licensors. The Wise Materials and Services are protected by intellectual property rights laws and treaties around the world. All such rights are reserved.

12.2 How you can use Wise Materials. While you are using our Services, you may use the Wise Materials only for your personal use and solely as necessary to enjoy our Services. Subject to your compliance with this Agreement and your payment of any applicable fees, Wise grants you a revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free limited licence to access and/or make personal use of the Wise Materials and Services. The licences granted by Wise terminate if you do not comply with this Agreement or any other service terms.



12.3 When you cannot use Wise Materials. Unless you have received written permission from us, you may not, and may not attempt to, directly or indirectly:

- a) use any of the Wise Materials for any commercial purpose or otherwise infringe our intellectual property rights;
- b) transfer, sublicense, loan, sell, assign, lease, rent, distribute or grant rights in the Services or the Wise Materials to any person or entity;
- c) remove, obscure, or alter any notice of any of our trademarks, or other Intellectual Property appearing on or contained within the Services or on any Wise Materials;
- d) modify, copy, tamper with or otherwise create derivative works of any software included in the Wise Materials; or
- e) reverse engineer, disassemble, or decompile the Wise Materials or the Services or apply any other process or procedure to derive the source code of any software included in the Wise Materials or as part of the Services.

12.4 Wise Trademarks. A non-exhaustive list of Wise Trademarks is enclosed below. "WISE", "WISE CARD", "WISE PLATFORM", "WISEPLATFORM", "WISE PAY", "WISEPAY", "WISEBUSINESS", "WISE BUSINESS", "WISETRANSFER", "WISE TRANSFER", "TRANSFERWISE", "BORDERLESS", "MONEY WITHOUT BORDERS" and any other business and service names, logos, signs, graphics, page headers, button icons and/or scripts (each as might be amended from time to time) are all registered or unregistered trademarks or trade dress of Wise or Wise's licensors in the relevant jurisdictions ("Wise Trademarks"). You may not copy, imitate, modify or use Wise Trademarks without our prior written consent. You may use HTML logos provided by us for the purpose of directing web traffic to the Services. You may not alter, modify or change these HTML logos in any way, use them in a manner that mischaracterizes Wise or the Wise services or display them in any manner that implies Wise's sponsorship or endorsement. Further, you may not use Wise Trademarks and trade dress in connection with any product or service that is not Wise's, in any manner that is likely to cause confusion

among customers, or in any manner that disparages or discredits Wise.

12.5 All other trademarks, registered trademarks, product names and company names or logos not owned by Wise that appear in Wise Materials or in the Services are or may be the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Wise, and may not be used without permission of the applicable rights holder.

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## 13. Wise App

13.1 App is subject to this Agreement and the App Store and Google Play Rules. We licence the use of the App to you on the basis of this Agreement and subject to any rules and policies applied by any app store provider or operator whose sites are located at [App Store](#) and [Google Play](#). We do not sell the App to you. We remain the owners of the App at all times.

13.2 App updates. From time to time updates to the App may be issued through App Store or Google Play. Depending on the update, you may not be able to use our Services via the App until you have downloaded the latest version of the App and accepted any new terms.

13.3 Your right to use the App. In consideration of you agreeing to abide by the terms of this Agreement, we grant you a non-transferable, non-exclusive licence to use the App on your device subject to this Agreement. We reserve all other rights.

13.4 App Store terms. The following provisions apply with respect to your use of any version of the App compatible with the iOS operating system of Apple Inc. ("Apple"):

- a) Apple is not a party to this Agreement and does not own and is not responsible for the App.

- b) Apple is not providing any warranty for the App except, if applicable, to refund the purchase price for it.
- c) Apple is not responsible for maintenance or other support services for the App and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the App, including any third-party product liability claims, claims that the App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement.
- d) Any inquiries or complaints relating to the use of the App, including those pertaining to intellectual property rights, must be directed to Wise in accordance with this Agreement.
- e) The licence you have been granted herein is limited to a non-transferable licence to use the App on an Apple-branded product that runs Apple's iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple's App Store Terms of Service. In addition, you must comply with the terms of any third-party agreement applicable to you when using the App, such as your wireless data service agreement.
- f) Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement and, upon your acceptance of the terms and conditions of this Agreement, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary. Notwithstanding this, our right to enter into, rescind or terminate any variation, waiver or settlement under this Agreement is not subject to the consent of any third party, including Apple.

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## 14. Third Party Materials

14.1 Certain Website or App functionality may provide you access to information, products, services and other materials by third parties

("Third Party Materials") or allow for the routing or transmission of such Third Party Materials, including via links.

14.2 We neither control nor endorse, nor are we responsible for, any Third Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Materials, or any intellectual property rights therein. Certain Third Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in this Agreement shall be deemed to be a representation or warranty by us with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials (in whole or part) through the Website or App at any time. In addition, the availability of any Third Party Materials through the Website or App does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider.

14.3 Your use of Third Party Materials is at your own risk and is subject to any additional terms, conditions and policies applicable to such Third Party Materials (such as terms of service or privacy policies of the providers of such Third Party Materials).

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## **15. Other Legal Terms**

15.1 Our responsibility for loss or damage. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during your account sign up process.

15.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal

injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.

15.3 We are not liable for business losses. To the extent permissible by law, if you use our Services for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity or similar.

15.4 We are not liable for technological attacks. We will not be liable for any loss or damage caused by a virus, or other technological attacks or harmful material that may infect your computer equipment, computer programmes, data or other proprietary material related to your use of our Services.

15.5 We have no control over websites linked to and from our Website. We assume no responsibility for such Third Party Materials or any loss or damage that may arise from your use of them.

15.6 We are not liable for things which are outside of our control. We (and our affiliates) cannot be liable for our inability to deliver or delay as a result of things which are outside our control.

15.7 You are liable for breaching this Agreement or applicable laws. In the event of loss, claims, costs or expenses (including reasonable legal fees) arising out of your breach of this Agreement, any applicable law or regulation and/or your, or any third parties', use of our Services, you agree to defend, compensate us and our affiliates and hold us harmless. This provision will continue after our relationship ends.

15.8 What happens if you owe us money? In the event you are liable for any amounts owed to us for whatever reason, we may immediately remove such amounts from your Received Funds (if available). If there are insufficient funds in your Received Funds to cover your liability, you agree to repay the outstanding amount to us immediately on demand along with any applicable fees and interest. In the event that you do not repay the outstanding amount then, without prejudice to any other rights we may have, we reserve the right to collect your debt to us by using any Received Funds and otherwise you agree to

reimburse us through other means. We may send you reminders or take such other reasonable actions to recover the negative amount from you. We may also recover amounts you owe us through other collection avenues, including, without limitation, through the use of a debt collection agency. We may recover all reasonable costs or expenses (including reasonable attorneys' fees and expenses) incurred in connection with the enforcement of this Agreement.

15.9 Release. If you have a dispute with any other Wise Account holder or a third party that you receive money from using the Services, you release Wise from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise) to the extent permitted under applicable law that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favour at the time of agreeing to this release.

15.10 Disclaimer of Warranty. The Services are provided "As-Is" "Where Is" and "Where Available" and without any representation or warranty, whether express, implied or statutory. Wise specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. We disclaim all warranties with respect to the Services to the fullest extent permissible under applicable law, including the warranties of merchantability, fitness for a particular purpose, non-infringement and title.

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

15.12 You are responsible for making all arrangements necessary for you to have access to our Services. If you have granted permission to a third party to access your account, we may refuse access to that

third party if we are concerned about unauthorised or fraudulent access by that third party. We will give you notice if we do this, either before or immediately after we refuse access, unless notifying you would be unlawful or compromise our reasonable security measures.

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## 16. Our right to make changes

16.1 We may change this Agreement by giving you prior written notice. This notice will be provided either by email or displaying a notice in the App or in our Webpage. If we do this, you can terminate this Agreement immediately by providing written notice to us (see section 7). If we do not hear from you, you will be considered as having accepted the proposed changes and they will apply to you from the effective date specified on the notice.

16.2 In some instances, we may change this Agreement immediately. Despite section 16.1, changes to this Agreement which do not require prior notification and are (1) more favourable to you; (2) required by law; (3) related to the addition of a new service, extra functionality to the existing Service; or (4) changes which neither reduce your rights nor increase your responsibilities, will come into effect immediately if they are stated in the change notice. Changes to exchange rates shall come into effect immediately without notice and you shall not have the right to object to such a change.

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## 17. Complaints

17.1 If you have any complaints about us or our Services, you may contact us following our [customer complaint procedure](#).

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## **18. Other important terms**

18.1 Third Party rights. This Agreement is between you and us. Except as provided in this Agreement or in the App Store or Google Play terms, no other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end or make any changes to this Agreement.

18.2 Assignment. You may not transfer, assign, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of your rights and obligations under this Agreement without our prior written consent. We reserve the right to transfer, assign or novate this Agreement or any right or obligation under this Agreement at any time without your consent. This does not affect your rights to close your Wise Account under section 7.

18.3 Severability. Each of the paragraphs of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

18.4 Enforcement. Even if we delay in enforcing this Agreement, we can still enforce it later. If we delay in asking you to do certain things or in taking action, it will not prevent us from taking steps against you at a later date.

18.5 Entire Agreement. This Agreement supersedes and extinguishes all previous agreements between you and Wise, whether written or oral, relating to its subject matter.

18.6 Governing law. This Agreement is governed by English law. Any dispute between you and us in connection with the Services and/or this Agreement may be brought in the courts of England and Wales.

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