

Monerchy, UAB

COMPANY NUMBER 306117209

Naugarduko g. 68-3, LT-03203 Vilnius, Lithuania

Monerchy, UAB Terms and Conditions

updated on April 2023

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY
PLEASE PAY ATTENTION TO PROVISIONS THAT EXCLUDE OR LIMIT LIABILITY AND TERMS
OF GOVERNING LAW AND JURISDICTION
MAKE SURE YOU UNDERSTAND THESE TERMS AND CONDITIONS BEFORE AGREEING TO
THEM

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These terms and conditions (together with the information and policies contained in the Privacy Policy of Monerchy, UAB published on Our website; pages of the website; and any other documents referred to in these terms and conditions) constitute the legal terms that apply to Your use of Our website <https://monerchy.com/> (hereinafter referred to as the “website”), Our mobile application and any software developed by Us or on Our behalf and the other services that we provide (hereinafter referred to as the "Services").

Please read these Terms and Conditions carefully and make sure that you understand them before using the Services. By using the Services and the website you acknowledge that you have read and agree with these Terms and Conditions.

Please note that by using the Services, you agree to be bound by these Terms and Conditions. If you do not accept these Terms and Conditions, you will not be able to use the Services and you should leave the website immediately. If you continue to use the website we will take this as Your acceptance of these Terms and Conditions.

This document is an official public offer made by Monerchy, UAB with the purpose of entering into the Agreement. Your consent to these Terms and Conditions (hereinafter referred to as the “Terms” or the “User Agreement”) shall mean that you enter into a legally binding Agreement with us. We recommend that you print a copy of these Terms for future reference.

UNDERSTANDING THESE TERMS AND CONDITIONS

When We refer to the “Company”, “Monerchy”, “We”, “Us” or “Our”, We mean Monerchy, UAB. Monerchy, UAB is the Company registered under the laws of Lithuania. The company’s registered number is 30611720. The registered address is Naugarduko g. 68-3, LT-03203 Vilnius, Lithuania.

Where We refer to “You”, “Your” or the “User”, We mean you, the person using Our Services. We refer to You and Us collectively as the “Parties”.

These Terms are only available in the English language. We reserve the right to unilaterally change these Terms without any notification. You represent and warrant that you shall promptly check these Terms for any changes or amendments.

These Terms shall regulate the provision of Services to you by the Company as well as the rights and obligations of the Parties. These Terms shall cover all Services, as well as any subsequent modifications and additional services of the Company appearing in the future. The use of the website and the Services of the Platform is governed by the norms of the current legislation of Lithuania.

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You shall not access the websites or use the Services and shall not accept the Terms if:

- a. you are not of legal age to form a binding contract with the Company;
- b. you are not permitted to receive any Services under the laws of Lithuania or other countries/regions including the country/region in which you are resident or from which you access and use the Services and the Sites;
- c. you cannot enter into a legally binding agreement with Us.

THE SERVICES

1. MONERCHY offers the online bank e-payment solution (OBeP), including initial User payment services and other accompanying services.
2. MONERCHY offers Business bank accounts to manage payments and payouts.
3. MONERCHY offers a mobile application that enables European money transfers.

USER RESPONSIBILITIES

You hereby warrant that you:

1. will use the Services only for legitimate business purposes;
2. will not use the Service for any fraudulent, unlawful or abusive purpose;
3. the Credentials you use are Your own and you are duly authorized to use those in order to use our Service;
4. will provide Monerchy with true and complete data, and not misrepresent, withhold, or modify any data;
5. protect Your technical equipment and the confidentiality of Your Credentials, to make sure that this is not used by any unauthorized party;
6. are using the Service personally and do not allow any third party to use it;
7. will comply with Our identification and security policies and procedures as updated and supplied to you from time to time.

LIMITED LICENSE

MONERCHY grants the User a non-exclusive, non-transferable, revocable right to access and use our Website on the purpose of making Transactions using the related Services, strictly in accordance with our Privacy Policy and AML/KYC rules.

COPYRIGHTS AND TRADEMARKS

Unless otherwise noted, all materials without limitation including, logos, brand names, images, designs, photographs, video clips any written and other materials that appear as part of our Website are copyrights, trademarks, service marks and/or other intellectual property whether registered or unregistered ("Intellectual Property") owned, controlled or licensed by MONERCHY. Our Website as a whole is protected by copyright. Nothing on our Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Intellectual Property displayed or used on our Website, without the prior written permission of the Intellectual Property owner. The

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names and logos of MONERCHY may not be used in any way, including advertising or publicity pertaining to distribution of materials on our Website, without prior, written permission from MONERCHY. MONERCHY prohibits the use of any logo of MONERCHY or any of its affiliates as part of a link to or from any Website unless MONERCHY approves such link in advance and in writing. Fair use of MONERCHY Intellectual Property requires proper acknowledgment. Other product and company names mentioned on our Website may be the Intellectual Property of their respective owners.

NO WARRANTIES; EXCLUSION OF LIABILITY

MONERCHY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. MONERCHY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. MONERCHY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO ANY PART OF THE MONERCHY SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, ERROR-FREE OR SECURE. OPERATION OF THE MONERCHY WEBSITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. FURTHER, MONERCHY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE QUALITY, SUITABILITY, TRUTH, USEFULNESS, ACCURACY, OR COMPLETENESS OF THE MONERCHY SERVICES OR ANY MATERIALS CONTAINED THEREIN. MONERCHY WILL MAKE REASONABLE EFFORTS TO ENSURE THAT REQUESTS FOR ELECTRONIC DEBITS AND CREDITS INVOLVING ACCOUNTS ARE PROCESSED IN A TIMELY MANNER BUT MONERCHY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE AMOUNT OF TIME NEEDED TO COMPLETE TRANSACTION.

We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attacks. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from MONERCHY. Always log into your MONERCHY account through the MONERCHY Website to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

FORCE MAJEURE

We shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

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INDEMNIFICATION

1. The User agrees to defend, indemnify and hold MONERCHY harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to use of our Service.
2. We always appreciate the User's feedback or other suggestions regarding MONERCHY, but still, we may use (or not use) the feedback or suggestions on our own discretion (just as the User has no obligation to offer them).
3. To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of our Services within two years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived.
4. Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of that right or provision.

GOVERNING LAW

This Agreement shall be governed by the laws of Lithuania. Disputes shall primarily be resolved by negotiations in good spirit between the parties. Should the parties not be able to reach an amicable agreement, the dispute shall be resolved by Lithuanian courts.

AND ENGLISH LANGUAGE CONTROLS AND SECTION HEADING

1. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.
2. Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.

CHANGES TO THESE TERMS AND CONDITIONS

From time to time, We may update these Terms and Conditions. In the event We materially change these Terms and Conditions, the revised Terms and Conditions will promptly be posted to the websites.

You agree to accept posting of revised Terms and Conditions electronically on the websites as actual notice to you. Any dispute over Our Terms are subject to this notice. We encourage you to periodically check and review these Terms and Conditions.

CONTACTS

If you have any questions, concerns or complaints, please contact us via email at **support@Monerchy.com**. We will respond to questions or concerns within thirty [30] days.