

**TERMS & CONDITIONS  
OF SERVICE**

bkcard.

# Terms & Conditions of Service

## 1. GENERAL

The Site is owned by EPRIME PSP LTD, a Company incorporated in accordance with the laws of the Republic of Cyprus, bearing registration number HE376450 and with registered office address at Arc. Makariou 240, P. LORDOS CENTRE, Floor 5, Flat 501, 3105, Limassol, Cyprus ("the Company").

Please read these Terms and Conditions completely and carefully before you apply for/use our services. Please note that these Terms and Conditions of Service and the bkcard Terms and Conditions constitute legally binding agreements between You and the Company.

IF YOU HAVE OBJECTIONS TO ANY OF THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, AND/OR IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, DO NOT ACCEPT THESE AND INFORM US IN WRITING IMMEDIATELY.

## 2. DEFINITIONS

In this Agreement, the following words and phrases shall (unless the context otherwise requires) have the meanings set out beside them:

**"Account"** shall mean a personal account opened by an individual, solely for such individual to enable such individual to use the Services provided by the Company.

**"Application Form"** or "Client Account Opening Questionnaire" shall mean the application form/questionnaire completed by the Client online in order to apply for the Company's Services under this Agreement, via which the Company will obtain amongst other things information for the Client's identification and due diligence, his categorization and appropriateness in accordance with the Applicable Regulations.

**"Affiliate"** shall mean in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity directly or indirectly under common control with the Company; and "control" means the power to control, directly or indirectly, direct, or the presence of any ground to manage the affairs of the Company or entity.

**"Applicable Regulations"** shall mean:

- a) Regulation Rules or any other rules of a relevant regulatory authority having powers over the Company;
- b) all other applicable laws, rules and regulations from time to time.

“**Business Day**” means any day other than a Saturday or a Sunday or a public or bank holiday Cyprus.

“**bkcard**” shall mean the prepaid card provided by Eprimepay after you pass the necessary onboarding checks and your account is approved.

“**bkcard Account**” shall mean the Account you open and maintain through the bkcard portal including but not limited to any ancillary services (e.g. prepaid cards, Membership Programs, Submerchant and Reseller Programs);

“**bkcard Portal**” shall mean the portal available at <https://cardportal.com/> where you can login and see the options for his personal bkcard.

“**System**” shall mean the bkcard portal, the Site, the mobile application and all the operations of Eprime PSP Ltd in regard to the bkcard product.

“**Mobile Application**” shall mean the cardportal mobile application that the cardholder can download from the Play Store, Apple Store and other relevant services.

“**Client**” shall mean anyone who registers via the Site and opens an Account.

“**Client Account**” shall mean the exclusive personalized account of the Client consisting of the Client money and deposit/withdrawal transactions of the Client money.

“**Customer Service**” means our customer service, which you can reach by sending a message by email to [support@eprimepay.com](mailto:support@eprimepay.com).

“**He**” shall mean he or she, as appropriate.

“**Illegal Actions**” shall mean illegal, unlawful, fraudulent, money laundering or other improper activities, as well as breaking into the Site, or attempting to do the same.

“**KYC Process**” shall mean any "Know Your Client" process required to be made by the Company under the Financial Intelligence Centre Act , and all Applicable Regulations & amendments, and which are designed to identify the Client, verify the identity of the Client,

risk rating, perform background checks on the Client, construct an economic profile of the Client and assess the appropriateness of the Services to the Client.

“**COMPANY**” shall mean EPRIME PSP LTD, a Company incorporated in accordance with the laws of the Republic of Cyprus, bearing registration number HE376450 and with registered office address at Arc. Makariou 240, P. LORDOS CENTRE, Floor 5, Flat 501, 3105, Limassol, Cyprus being the owner of the ‘bkcard’ product.

“**Fees**” shall mean the charges payable by you to us for using our services and subject to change as set forth in these terms and conditions.

“**Merchant**” shall mean any commercial or business entity that accepts cards displaying the MasterCard®/Visa® acceptance symbol as payment (where a Card Transaction is concerned).

“**Parties**” shall mean the parties to this Client Agreement –the Company and the Client.

“**Services**” shall mean the services and activities offered at the Site and/or through the Bkcard Portal.

“**Site**” shall mean the domain [www.eprimepay.com](http://www.eprimepay.com) and/or any mobile site and/or any mobile application owned, operated or hosted by the Company under the brand “bkfcard”.

“**We**”, “**Our**” or “**Us**” shall mean the Company, its subsidiaries, affiliates, employees, directors, officers, agents, suppliers, consultants and/or contractors.

“**You**”, “**your**” shall mean you, the natural person or legal entity in whose name the bkcard Account is opened and maintained.

“**Payment**” shall mean any of the following any payment made using your bkcard;

“**Subscription Billing**” shall mean a service whereby bkcard Account holder requests that regular Payments be made from his/her/its bkcard Account at specified intervals to an online Merchant;

“**Terms of Use**” shall mean these Terms and Conditions and any terms and conditions of the bkcard Account, published on the Website and as may be amended from time to time;

Capitalized terms not specifically defined in this paragraph shall have the meaning awarded to them in the body of this Agreement.

Capitalized terms not specifically defined herein shall, where relevant, have the meaning awarded to them in the relevant document incorporated in this Agreement by reference.

References to this Agreement shall be to this Agreement together with all documents incorporated by reference to this Agreement forming an integral part of the same.

### **3. SUBORDINATION TO THE AGREEMENT AND THE BINDING EFFECT THEREOF**

- 3.1 Anyone registered at the Site, in accordance with the procedure specified hereafter, or participating in one of the Site's proposed activities, or uses the information published on the Site, accepts upon himself/herself, in free will and consent, the Agreement's authority, agrees to be bound by the Agreement, undertakes to act pursuant to the Agreement's stipulations and to the rules specified therein, as they will be updated from time to time, without any reservation.
- 3.2 This Agreement is legally binding between the Parties and shall conclusively govern the relationship between the Parties. Pursuant to and in accordance with Applicable Regulation where this Agreement is concluded as a distance contract, according to the terms herein, signing of this Agreement is not necessary and the Agreement shall nevertheless constitute a legally binding and enforceable agreement between the Parties as if it were duly signed. Where a Client at any time during the term of this Agreement prefers to have this Agreement signed, he may contact the Company who shall within 15 days make relevant arrangements towards that effect.

### **4. WHO MAY USE THE COMPANY SERVICES**

- 4.1 Using the Services is permitted solely if You comply with all of the following:
- a) On the participation date, You are eighteen (18) years old or of legal age as determined by the laws of the country where You live (whichever is higher);
  - b) You are the owner of a valid payment method (or authorized to use a valid payment method by the owner of that valid payment method); and
  - c) You do not violate any law or regulation as a result of using the Services. The Company does not intend to enable You to contravene applicable law. You represent, warrant and agree to ensure that Your use of the Site and/or the Services will comply with all applicable laws, statutes and regulations.
- 4.2 You shall be solely responsible for determining whether Your use of the Site and/or Services is legal in the place where You live and/or use the Site and/or Services. We make no representations or warranties, expressed or implied, concerning the legality of the Services

and/or of the Site and/or of any person's participation in the Services through this Site, and shall not be responsible for any illegal use of the Site by You. It is Your responsibility to ensure that You comply with any and all laws applicable to You before registering or participating in any of the Services through this Site. You should consult with legal counsel in the applicable jurisdiction about the legality of Your use of the Site and/or the Services.

- 4.3 The Company reserves the right at any time to request from You evidence of age and reserve the right to suspend or cancel Your Account and exclude You, temporarily or permanently, from using the Services if satisfactory proof of age is not provided or if the Company suspects that You are underage and such satisfactory proof is not provided by You within three (3) days of requesting such proof. In any such case, the Company reserves the right to close Your Account and the balance in Your Account will be dealt with in accordance with the decision of the Company.

## 5. CLIENT ACCOUNT OPENING PROCEDURE

- 5.1 After each prospective client fills in and submits a duly completed Application Form together with all the identification documentation requested by the Company, the Company will perform all internal Company checks (including without limitation anti-money laundering checks and appropriateness tests) and the Company will send the prospective client an email informing the client whether the client has been accepted as a client of the Company or not. The Agreement will take effect and commence on the date on which the Client receives a notice from the Company informing him that he has been accepted as the Company's client and that a Client Account has been opened for him. It is understood that the Company is not to be required (and may be unable under Applicable Regulations) to accept any person as its client until all documentation it requires has been received by the Company, properly and fully completed by such person, and all internal Company checks (including without limitation anti-money laundering checks and appropriateness tests) have been completed to the Company's satisfaction
- 5.2 For the opening of an account we will request you to provide us with the below documents:
- i. Scanned copy of Passport (with signature page) OR National Identification Card (front and back) OR Driving License (front and back) in COLOR, and all 4 corners of the document must be clearly visible.
  - ii. Proof of Address - Bank Statement/Utility Bill/Credit Card Statement issued within the last 3 months. All 4 corners of the document must be clearly visible.

Any other documents which the Company may deem necessary.

## **6. EXPIRY, CANCELLATION, CLOSURE AND SUSPENSION**

- 6.1 We may terminate your bkcard Account or any payment service associated with it immediately without any notice. You may terminate your bkcard Account with us at any time.
- 6.2 Together with a termination notice or at any time thereafter we may give you reasonable instructions on how to withdraw remaining funds.
- 6.3 If your bkcard Account is subject to a reserve, termination of your bkcard Account will not affect our right to hold the reserve and to make deductions therefrom for the time agreed.
- 6.4 We may at any time suspend or terminate your bkcard Account without notice in case:
- a) you breach any condition of these Terms of Use or any other condition applicable to specific services covered by separate terms and conditions;
  - b) you violate or we have reason to believe that you are in violation of any law or regulation that is applicable to your use of our services; or
  - c) we have reason to believe that you are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity.
- 6.5 We may suspend your bkcard Account at any time if:
- a) we reasonably believe that your bkcard Account has been compromised or for other security reasons; or
  - b) we reasonably suspect your bkcard Account to have been used or is being used without your authorization or fraudulently; and we shall notify you either prior to the suspension or, if prior notification is not possible under the circumstances, promptly after the suspension unless we are prohibited by law to notify you.

We will issue a new bkcard without undue delay after the reasons we suspended, restricted or cancelled its use cease to exist. Any reissuance cost of the card will be borne by the cardholder.

## **7. CHANGES TO THESE TERMS OF USE**

- 7.1 These Terms and Conditions of bkcard and any additional terms and conditions that may apply are subject to change. Changes will be implemented with prior notice from us under the procedure set forth in this section.
- 7.2 We may give notice to you of any proposed change by sending an e-mail to the primary e-mail address registered with your bkcard Account or by posting a clear notice on our website or on your bkcard Account login page.
- 7.3 Any changes shall come into effect one (1) month after the date of the change notice, unless you have given us notice that you object to the proposed changes before the changes come into effect. Changes that make these Terms of Use more favourable to you shall come into effect immediately if so 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.
- 7.4 If you object to the changes, they will not apply to you, however, any such objection shall constitute a notice by you to terminate and close your bkcard Account.

## **8. COMPLAINTS**

- 8.1 Any complaints about us or the services we provide should be addressed to us in the first instance by contacting Customer Service. You should clearly indicate that you are wishing to make a complaint to us. This helps us to distinguish a complaint from a mere query. We send you a complaint acknowledgement by post or by e-mail within 48 hours of receiving your complaint in accordance with our complaints procedure.

## **9. SITE, BKCARD PORTAL AND SAFETY**

- 9.1 The Client agrees to keep secret and not to disclose any Access Data to any person. The Client should not write down his Access Data. If the Client receives a written notification of his Access Codes, he must destroy the notification immediately.
- 9.2 The Client agrees to notify the Company immediately if he knows or suspects that his Access Data has or may have been disclosed to any unauthorized person. The Company will then take steps to prevent any further use of such Access Data and will issue them with replacement Access Data.
- 9.3 The Client agrees that he will co-operate with any investigation the Company may conduct into any misuse or suspected misuse of his Access Data. The Client acknowledges that the Company bears no responsibility if unauthorized third persons



have access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.

9.4 The Client agrees that every other agreement signed with the company or with a liquidity provider of the company, will be linked to terms and conditions.

## **10. PERSONAL DATA, CONFIDENTIALITY, RECORDING OF TELEPHONE CALLS AND RECORDS**

10.1 The Company may collect Client information directly from the Client (in his completed Application Form or otherwise) or from other persons including, for example, credit reference agencies, fraud prevention agencies and the providers of public registers.

10.2 The Company will use, store, process and handle personal information provided by the Client (in case of a natural person) in connection with the provision of the Services, in accordance the General Data Protection Regulation 679/2016, as all relevant regulations ( the "Data Protections Laws") and all Applicable Regulation as may be in force from time to time.

10.3 Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than in connection with the provision of the Services and for marketing purposes (if the Client's consent is obtained). Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

10.4 The Company has the right to disclose client information including recordings and documents of a confidential nature in the following circumstances:

- a) where required by applicable law or a competent Court;
- b) where requested by the regulatory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients;
- c) to relevant authorities to investigate or prevent fraud, money laundering or other illegal activity;
- d) to credit reference and fraud prevention agencies and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence of the Client;

- e) to the Company's professional advisors provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
  - f) to other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement;
  - g) to data reporting service providers;
  - h) to other service providers for statistical purposes in order to improve the Company's marketing, in such a case the data will be provided in an aggregate form;
  - i) to market research call centres that provide telephone or email surveys with the purpose to improve the services of the Company;
  - j) where necessary in order for the Company to defend or exercise its legal rights;
  - k) at the Client's request or with the Client's consent;
  - l) to an Affiliate of the Company;
  - m) to a nominee, third party, depository, Authorized Organization.
- 10.5 If the Client is an individual, the Company is obliged to supply the Client, on request, with a copy of personal data which it holds about the Client (if any).
- 10.6 By entering into this Agreement, the Client will be consenting to the transmittal of the Client's personal data outside the European Economic Area, according to the provisions of Data Protection Laws.
- 10.7 Telephone conversations between the Client and the Company may be recorded and recordings will be maintained by us for security purposes, compliance with applicable laws and regulations, training purposes as well as to maintain and improve the quality of our Services. Any recordings will be the sole property of the Company and the Client accepts such recordings as conclusive evidence of the Orders/Instructions/Requests or conversations so recorded.

- 10.8 The Client accepts that the Company may, for the purpose of administering the terms of the Agreement, from time to time, make direct contact with the Client by telephone, fax, or otherwise.
- 10.9 Under Applicable Regulations, the Company will keep records containing Client personal data, account opening documents, communications and anything else which relates to the Client for at least five years after termination of the Client Agreement.
- 10.10 The Company protects your information by using data security technology and using tools such as firewalls and data encryption. The Company uses Secure Socket Layer ('SSL') encryption technology in order to protect certain information that You submit. This type of technology protects You from having your information intercepted by anyone other than us while it is being transmitted to us. The Company's staff works hard to ensure that our bkcard Portal is secure and that they meet industry standards. The Company also uses other safeguards such as firewalls, authentication systems (e.g. passwords and personal identification numbers) and access control mechanisms to control unauthorized access to systems and data. The Company also requires that You use your personal Access Codes (personal username and password) every time You access your account online. The Company restricts access to information at our offices so that only officers and/or employees who need to know the information have access to it.
- 10.11 You acknowledge and accept that any Services provided through the Company's bkcard Porta involve transmissions over the Internet and that such transmission are therefore subject to the Internet's inherent risks. Whilst the Company acknowledges its responsibility to take reasonable security precautions, You also acknowledge and accept that, as with any network, You may also be exposed to unauthorized programmes transmitted by third parties, electronic trespassing and/or failure of information and data to reach their intended destinations and/or erroneous receipt or misdirection of such information. Although our security features are designed to reduce these risks, the Company cannot guarantee their elimination. You therefore acknowledge that the Company shall not be liable for any breach of confidence arising as a result of such events.
- 10.12 By entering into this Agreement, the Client consents that the its personal data be transferred outside the European Economic Area, in accordance with the provisions of Processing of Personal Data Protection of the Individual) Law.

## 11. INDEMNIFICATION

- 11.1 As a condition of your use of the bkcard Portal, You agree to indemnify and hold us harmless from and against any and all claims, losses, liabilities costs and expenses, arising from or connected to:
- a) any violation or breach of these Terms and Conditions (including negligent or wrongful conduct) by You or any other person accessing and/ or using the bkcard Portal.
  - b) any error in any instruction given by an authorized person; or
  - c) acting on any instruction, which is, or appears to be from an Authorized Person.
- 11.2 You shall pay to us such sums as we may from time to time require in or towards satisfaction of any debit balance on any of your Account with us including reasonable attorneys' fees, taxes, imposts and levies which may incur or be subjected to with respect to any of your Accounts or any Transaction and/or Contract or any matching Transaction/and or Contract with an Intermediate broker or as a result of any misrepresentation by You or any violation by You of your obligations under this Agreement (including any Transaction and /or Contract) or by the enforcement of our rights.

## 12. REPRESENTATIONS AND WARRANTIES

- 12.1 The Client represents and warrants to the Company the following:
- a) the information provided by the Client to the Company in the Application Form and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic;
  - b) the Client has read and fully understood the terms of the Agreement including all the information and documents incorporated herein by reference;
  - c) the Client is acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received;
  - d) the Client is the individual who has completed the Application Form;

- e) all actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected;
- f) the Client funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;
- g) the Client funds are free of any lien, charge, pledge or other encumbrance;
- h) the documents handed over by the Client are valid and authentic;
- i) the Client has declared in the Application Form if he is a Politically Exposed Person and will notify the Company if at any stage during the course of this Agreement, he becomes a Politically Exposed Person;

12.2 The Client consents to the provision of the information of the Agreement (and all documents incorporated by reference herein) by means of a Site.

12.3 The Client confirms that he has regular access to the internet and consents to the Company providing him with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, this Agreements, Policies

### **13. CLIENT MONEY AND CLIENT ACCOUNT**

13.1 Unless otherwise agreed with the Client in writing and to the extent allowed under Applicable Regulations, the Company will deal with any funds that it holds on the Client Account in accordance with the Applicable Regulations. This means that such Client money will be segregated from the Company's own money and cannot be used in the course of its business. Upon receipt of the Client money, the Company will promptly place such money into one or more Segregated Client Account(s).

### **14. DEPOSITS**

14.1 The Client may deposit funds into the Client Bank Account at any time during the course of this Agreement. Deposits will be accepted by bank transfer or any other method of electronic money transfer (where the originator is the Client) acceptable by the Company from time to time.

- 14.2 The Company will not accept third party or anonymous payments of funds in the Client Bank Account.
- 14.3 All payment and transfer charges will be borne by the Client and the Company shall debit the Client Account for any charges borne by the Company.

## **15. POWERS AND AUTHORITIES OF THE COMPANY**

- 15.1 The Company shall make commercially reasonable efforts to prevent any malfunctioning in the Site's activity. However, in any event of a technical failure (or any other error) in the Site's systems for any reason whatsoever, the Company will be entitled to cancel Your participation in any of the Services, concerning which the malfunctioning has occurred. In such an event, the Company's responsibility and liability will be limited only to the participation fee sum that was paid by You for participating in such Services, and Your Account will be credited accordingly.
- 15.2 The Company reserves the right to cancel, terminate, modify or suspend the Services if for any reason, the Services cannot be conducted as planned, including, but not limited to, infection by computer virus, bugs, tampering or unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Company. If any errors result in awarding payouts to You or in an increase in payouts owed or paid to You, You shall not be entitled to these payouts. You shall immediately inform the Company of the error and shall repay any payouts credited to Your Account in error to the Company (as directed by the Company) or the Company may, at its discretion, deduct an amount equal to those payouts from Your Account or set off such amount against any money owed to You by the Company.

## **16. RESERVATIONS CONCERNING OUR RESPONSIBILITY**

- 16.1 We are not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of data or information and any direct or indirect loss which arises from these occurrences. We are not responsible for any problems or technical malfunction of any network or lines, Wi-Fi, Bluetooth, computers, systems, servers or providers, computer equipment, software failure of email on account of technical problems or traffic congestion on the internet or at any web site, mobile site or mobile application. We shall not be responsible or liable to You in the event of systems or communications errors, bugs or viruses relating to the Services and/or Your Account or which will result in damage to Your hardware and/or software and/or data.

- 16.2 In no event shall We be liable for any direct, indirect, incidental, special or consequential damages or damages for loss of profits, revenue, data or use incurred by You or any third party, whether in an action for contract or delict, arising from the access to, or use of, the Site, the Services and/or otherwise, even if We were notified of the danger of such occurrence and/or damages and losses.
- 16.3 We make no representations about the suitability, reliability, availability, timeliness and accuracy of the information, software, products and Services contained and/or offered at the Site for any purpose. All information, software, products and Services are provided "as is" without warranty of any kind. We hereby disclaim all warranties with respect to information, software, products and Services contained or offered at the Site, whether express or implied. We shall have no liability with respect to any damage or loss that was caused due to reliance, of any type, on the information or any other publication or content appearing at the Site, and You are invited to verify the information published at the Site.
- 16.4 We shall not be responsible or liable for any actions or omissions of internet service provider or any other third party which provides You with access to the Site or Services.
- 16.5 You will use the Site and Service at Your own risk, and We shall not be responsible for any damage or loss.
- 16.6 You shall incur as a result of modifications, enhancement, termination, suspension or discontinuation of the Site or any of the Services. We will not be responsible for any damage or loss. You shall incur as a result of Your use or reliance on the content of any Site, mobile site and/or mobile application to which links appear on the Site.
- 16.7 You will indemnify and hold Us harmless against all direct and indirect claims, liabilities, damages, losses, costs and expenses arising from Your breach of this Agreement and/or Your use of the Site and/or the Services. We shall have no liability or obligation to assess the appropriateness of You using the Services in Your jurisdiction, and to assess as whether or not You have the necessary knowledge and experience to understand the nature of and risks associated with using the Services. All risks related to using the Site and/or the Services are Your sole responsibility.

THE SITE, SERVICES, SITE'S CONTENT AND THE SOFTWARE USED IN CONNECTION THEREWITH ARE PROVIDED "AS IS", AND WE MAKE NO WARRANTY OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED (WHETHER BY LAW, STATUTE, OR OTHERWISE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS OR ACCURACY, NON INFRINGEMENT OF THIRD PARTIES' RIGHTS OR OF APPLICABLE LAWS AND REGULATION IN RESPECT OF THE SITE, SERVICES, SITE'S CONTENT AND THE SOFTWARE USED IN CONNECTION THEREWITH, OR THAT THE SITE, SERVICES,

SITE'S CONTENT AND THE SOFTWARE USED IN CONNECTION THEREWITH WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED, OR WILL BE FREE OF VIRUSES OR BUGS OR AS TO RESULTS OR THE ACCURACY OF ANY INFORMATION THROUGH THE SITE OR SERVICES.

YOU ACKNOWLEDGE THAT THE BKCARD PORTAL MAY NOT WORK ERROR FREE. THERE IS NO WARRANTY THAT THE FUNCTIONS CONTAINED IN THE BKCARD PORTAL WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE BKCARD PORTAL WILL BE UNINTERRUPTED OR ERROR FREE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, AND CORRESPONDENCE TO DESCRIPTION OR NONINFRINGEMENT, WITH REGARD TO THE BKCARD PORTAL. THE ENTIRE RISK, IF ANY, AS TO THE QUALITY OF OR ARISING OUT OF USE OR PERFORMANCE OF THE BKCARD PORTAL OR THE USE OF THE INTERNET GENERALLY REMAINS SOLELY WITH YOU. THE BKCARD PORTAL AND THE USE OF THE BKCARD PORTAL THROUGH AN INTERNET CONNECTION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITH ALL FAULTS, AND ALL WARRANTIES AND CONDITIONS ARE DISCLAIMED, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, AND OF LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, ALL WITH REGARD TO THE BKCARD PORTAL AND USE OR INABILITY OF USE THEREOF. YOU HEREBY SPECIFICALLY AGREE AND ACKNOWLEDGE THAT THE ABOVE IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) WITH RESPECT TO THE BKCARD PORTAL AND THE USE OR INABILITY OF USE THEREOF, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THESE TERMS, EVEN IN THE EVENT OF THE FAULT, DELICT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF THE COMPANY AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE COMPANY OR ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS AND AGENTS BE LIABLE FOR LOST PROFITS, LOST SALES, LOST BUSINESS, LOST OPPORTUNITY, LOST INFORMATION OR DATA, LOST OR WASTED TIME OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (HOWEVER CAUSED, WHETHER FORESEEABLE OR UNFORESEEABLE, WHETHER BASED IN CONTRACT, DELICT, OR OTHER PRODUCT OR STRICT LIABILITY, AND REGARDLESS OF WHETHER COMPANY IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.) ARISING OUT OF, OR WITH RESPECT TO, THE BKCARD PORTAL AND/OR THE USE OR INABILITY OF USE THEREOF.



ANY LIABILITY ARISING UNDER THIS AGREEMENT WILL BE SATISFIED SOLELY FROM THE REVENUES GENERATED. IN NO EVENT SHALL OUR LIABILITY EXCEED THE TOTAL AMOUNT OF REVENUES GENERATED BY THE CLIENT IN THE SIX MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

## 17. INTELLECTUAL PROPERTY

17.1 All the rights, including the intellectual property rights (i.e. patents, copyright, trademarks, service marks, logos, trade names, know-how or any other intellectual property right) concerning the Site, and all of its content (including, but not limited to, programs, files, video, audio, pictures, graphics, pictures, text and software), and/or Services (collectively the "Rights"), are and shall remain the sole and exclusive property of the Company and/or any of its related or Group Companies. You may not use any of the Rights without the express prior written approval of the Company, except pursuant to this Agreement, and You shall not, by using the Services or otherwise, acquire any rights in any of the Rights. Without derogating from the above, You are strictly prohibited from:

- a) copying, redistributing, publishing, reverse engineering, decompiling, disassembling, modifying, translating or making any attempt to access the source code of the Services and/or the Site to create derivate works of the source code;
- b) selling, assigning, licensing, sublicensing, transferring, distributing the Services, and
- c) making the Services and/or the Site available to any third party.

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