

# Terms and Conditions of Use and Sale

## Preamble

The Wakanda application is operated by the KEMIT KINGDOM company (hereinafter: “K2 SA”), public limited company under Swiss law, whose head office is located at route des Falaises 7 (c/o Brunner et Associés SA, fiduciary company) 2000 Neuchâtel.

The purpose of the application is to offer a primary service of social networking that allows actions between Users thanks to features such as the publication of content, reaction using a “like” button or the possibility to leave Comments, the creation of Groups or conversations thanks to the Messenger feature.

If you have any question regarding these Terms and Conditions of Use and Sale (hereinafter also: the “Terms and Conditions of Use” or the “Terms and Conditions”), please send us an e-mail to the following address: [info@wakandamessenger.com](mailto:info@wakandamessenger.com)

The use of the Services creates a contractual relationship between any User and the KEMIT KINGDOM company, relationship governed by these Terms and Conditions of Use.

## Contract

The following elements are an integral part of the contract concluded between the User and K2 SA:

- these entire Terms and Conditions of Use; and
- the Privacy Policy.

Furthermore, the User acknowledges that the external providers collaborating with Kemit Kingdom for the proper functioning of the Services, such as the payment providers stated in Article 2.8 of these Terms and Conditions, have their own terms and conditions. The User must accept them before using the Services in question.

You are encouraged to take note of the conditions available on the following links:

- Terms of [Thunes](https://www.thunes.com): <https://www.thunes.com>;
- Terms of [MFS AFRICA](http://mfsafrica.com): <http://mfsafrica.com>;
- Terms of [BasisID](https://www.basisid.com): <https://www.basisid.com>;
- Terms of [Moorwand](https://www.moorwand.com) (issuer of Prepaid Visa card, service only intended to the Users living in the EEA area): <https://www.moorwand.com>;
- Terms of [DTONE](https://www.dtone.com) (Service provider of airtime mobile for the recharge of mobile credit): <https://www.dtone.com>;
- Terms of [InMobi](https://www.inmobi.com/) (management of advertising showing when using the Application): <https://www.inmobi.com/>.

## Section 1 – Definitions and Interpretations

These Terms and Conditions are divided into multiple sections.

Please read these Terms and Conditions carefully before accepting.

By registering to Wakanda Messenger, and using any of the services in connection with Wakanda mobile application provided by us, our third party service providers, you confirm and agree that you understand, accept and shall comply with these Terms and Conditions, and you understand and agree that the usage of the application and some services are subject to you being successfully identified by us in accordance with the policy and procedures notified to you.

**Section 1:** Definitions and Interpretations

**Section 2:** Terms and Conditions Applicable to the Messenger

**Section 3:** Terms and Conditions Applicable to Wakanda Wallet

**Section 4:** Terms and Conditions for Wakanda Visa Virtual Card for WM e-wallet and the Visa Physical Card

# 1 Definitions and Interpretations

## 1.1 Definitions and Terminologies

The following words and phrases have the meaning set out below unless the context indicates otherwise:

**“Account/User Account”:** means and includes Wakanda Wallet, or Visa Prepaid Card Account, or IBAN account.

**“Affiliate”:** means in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person.

**“Alert/Electronic Advice”:** means and includes in-app notification and/or SMS/email notification sent to you on your registered mobile number/Wakanda app/your registered email address.

**“Application”:** here refers to the Wakanda application.

**“ATM”:** means an automated teller machine, you can use your Visa Prepaid Card to access your funds in your Account/s held with us.

**“Available Balance”:** means the amount/funds that is yours received from third party and/or your social life activity and interactions on Wakanda Messenger and that can't be used because you've exceeded the maximum monthly balance/Transfer in one calendar month.

**“Black Account” or “Black Access”:** refers to the type of user account so designated and described in Article 15.4.

**“Billing Organisations/Service Providers”:** means any Third-Party billing organisation/s registered with Wakanda messenger/our partner organizations to which payments can be made using your Account.

## Section 1 – Definitions and Interpretations

**“Card Transaction”**: means any payment made or any amount charged for any goods, services and/or other benefits by, through or from the use of your Visa Prepaid Card in signature or the PIN or in any other manner, regardless whether a sales draft or other voucher or form is signed by you and whether authorisation has been sought by us.

**“Card-Not-Present Transaction”**: means a Transaction effected in a merchant environment where the Card holder and the Card are not physically present at the time of usage. Typical Card-Not-Present transactions include but are not limited to internet-based transactions, mail, telephone or facsimile orders or reservations or recurring payments. All transaction for the Visa Virtual Prepaid Card will be Card-not-present Transactions.

**“Channel/Post”**: means the posts ((whether pictures, text, images, audio, video, links but not exclusively) that you are publishing on Wakanda Messenger newsfeed to other users based on your followers & following, or while creating and publishing your own channel.

**“Content”**: any content generated by the User when using the Application. This content may alternatively or cumulatively be composed of text, pictures, videos, but not exclusively.

**“Contract”**: the contract concluded between the User and the KEMIT KINGDOM company, whose purpose is the use of the Service with Basic Access of the specific Conditions.

**“Contribute”**: means Wakanda feature, that allows the author of a post/channel to receive a free donation from other users who likes a post.

**“Current Balance”**: means the amount/funds that is yours on your Wallet and that can be used immediately.

**“Deposit”**: means and includes the funds you are sending on your account to load your wallet or card.

**“Electronic Instructions”**: means any communication, instruction, order, message, data, information other materials received from you through Wakanda Messenger using electronic authentication/security codes.

**“Electronic Services”**: means any banking and other services or facilities which we and/or any Participant may make available to you from time to time and offered via electronic means, including any card, electronic computerised or telecommunication devices or modes of operating accounts in or outside Switzerland, and where the context requires, also means any PIN and/or Card used to access Electronic Services.

**E-SHOP**: refers to the service described in Article 2.6.

**“External Account”**: all accounts that are operated by individuals outside K2 SA. It can be bank Accounts, other e-Wallet. This term also refers to money transfer operators.

**“Group”**: means and includes Kemit Kingdom - K2 - SA, and its subsidiaries, direct or indirect.

**“Gold Account”** or **“Gold Access”**: refers to the type of user account so designated and described in Article 15.4.

**“FINMA”**: Swiss Financial Market Supervisory Authority.

**“Identification Checks”**: means identification checks carried out KYC/KYB in order to obtain, verify and record information that identifies each person including corporates, who register an account on the app, purchases or loads funds on to the wallet and a Card. We may ask you for your name, address,

## Section 1 – Definitions and Interpretations

date of birth and other information, directly or indirectly that will allow us to reasonably identify you. We will ask to see your passport and/or other identifying documents where required. The upgrade of your account, access to certain services as well as the activation of the Card are subject to successful verification of your identity by us.

**“Kemit Kingdom, Wakanda Messenger, Our, We and Us”**: means Kemit Kingdom organisation and its successors and assigns.

**“KEMIT KINGDOM, we, our”**: either refers to the Kemit Kingdom company or its collaborators, employees or not, who are working for the proper functioning of the Application.

**“KYC”**: Know Your Customer.

**“KYB”**: Know Your Business.

**“Live Streaming”**: refers to the service described in Article 2.3.

**“Merchant”**: means any person, firm or corporation which enters into an agreement with Wakanda Messenger, or any member or licensee of Visa International, or any other electronic service provider relating to the use and/or acceptance of a Card in payment to such person whether for goods, services or charges provided or incurred.

**“Messenger”**: refers to the instant messaging service of the application described in Article 2.2.

**“Mobile Phone/Device”**: means the handset with requisite accessories, equipment attachments and other software which maybe owned/possessed by you.

**“Money Pool”**: refers to the service described in Article 2.7.

**“Notification”**: means an electronic alert sent to you on your registered mobile number/Wakanda Messenger app/your registered email address.

**“One 2 One”**: refers to the service described in Article 2.5.

**“Participant”**: means any person, firm, company or organisation in Switzerland, EEA region or otherwise which, from time to time, participates or is involved, directly or indirectly, in providing Electronic Services or any goods and services in relation to the Card.

**“Partner Financial Institution(s)”**: banking establishments where the assets of the Wallet will be deposited.

**“Payment”**: means a service provided through the Messenger app for making payment from your Account to Billing Organisations or other Wakanda users.

**“Password”**: means the unique sequence of alphabets and/or characters used to log in to Wakanda Messenger app.

**“Personal data”**: any information related to an identified or identifiable natural person (hereinafter referred to as “person involved”); an “identifiable natural person” is a natural person who can be identified, directly or indirectly, by reference to a user ID such as a name, an identification number, location data, an online identification, or to one or more specific elements proper to his physical, physiological, genetic, mental, economic, cultural or social identity.

**“Personal Information”**: means refers to the personal information provided by you to Wakanda Messenger.

## Section 1 – Definitions and Interpretations

**“Point of Sale/POS Transaction(s)”**: means any payment initiated at a cash register or other payment interface that utilises either the chip or magnetic stripe of a physical Payment Card.

**“Prepaid Card”**: with reference to Wakanda Messenger refers to Wakanda Visa Virtual Prepaid Card (a virtual Prepaid Card will be generated when you subscribe to Wakanda Messenger). Wakanda Visa Prepaid Card also refers to a Visa physical International Prepaid Card.

**“Providers”**: means and indicates any person or entity with whom Kemit Kingdom has a partnership for rendering Wakanda Messenger Services either directly through the app or through third party sites or applications.

**“Premium Account”**: means refers to the personal information provided by you to Wakanda Messenger.

**“Premium Access”**: Premium Access refers to the type of user account described in Article 15.4.

**“Professional User(s)”**: Wakanda user account created in the name of a legal person.

**“Security Codes”**: means and includes Password, personal or log-on identification numbers, One-Time-Pin (OTP) and other codes and access procedures including short messaging service (SMS) for use in connection with access to and use of Wakanda Messenger Services extended by us from time to time.

**“Security Devices”**: means any smartcards, tokens, electronic devices, hardware or any other equipment given by us to you from time to time in order to enable you to access and/or use Wakanda Messenger Services.

**“Service(s)”**: individually, collectively or globally refers to the Services as described in Article 2.

**“Silver Account”** or **“Silver Access”**: refers to the type of user account so designated and described in Article 15.4.

**“Social Plugin(s)”**: Wakanda Applications placed on third parties’ websites or applications.

**“Standard access”**: Standard Access refers to the type of user account described in Article 15.4.

**“Third Party Provider/Third Party”**: means and indicates any person or entity with whom Kemit Kingdom has a partnership for rendering Wakanda Messenger Services either directly through the app or through third party sites or applications.

**“Transaction”**: means any transaction or operation made or performed, processed or effected through Wakanda Messenger Services by you or any person purporting to be you, or any person purportedly acting on your behalf, with or without your consent, including:

- a. Any payment or fund transfer from the Account; and
- b. Any administrative function including without limitation the request for issuance of new Cards
- c. Any banking transaction that may be made available through Wakanda Messenger App;
- d. And any transaction carried out through any Third Party Providers connected to Wakanda Messenger Services.

**“Transaction History”**: indicates details of all the Transactions entered into or performed using Wakanda Messenger app and includes Transactions carried out using Wakanda Visa Prepaid Cards.

## Section 1 – Definitions and Interpretations

**“User Account”**: the user account created on the Application. This description either refers equally to the Basic Access and the Premium Access or to both at the same time.

**“User ID”**: means an identification through which you can access Wakanda Messenger app and the products and services offered by the app.

**“User(s)” or “Client(s)”**: individuals who created a Wakanda account. They can be natural persons or Professional Users.

**“Visa Prepaid Card”**: means a Visa virtual prepaid card and a Visa physical card issued by us to you. We may offer different types of prepaid Cards which may be subject to Additional Terms and Conditions.

**“Wakanda App, Wakanda Messenger App, Messenger”**: means our messaging application for your Mobile Device that can be downloaded by you from a designated location or application store.

**“Wakanda QR Code”**: means mobile based payment facility enabling Wakanda Messenger customers to make merchant payments by scanning the Quick Response (QR) code and merchant shall mean merchants accepting payment using Wakanda Messenger QR code.

**“Wakanda Services”**: means any services provided by us, our third-party service providers, in connection with Wakanda mobile application including but not exclusively the wallet, the card, call centre, IVR services.

**“Wakanda Wallet Account”**: means an electronic wallet product offered by Kemit Kingdom through the Wakanda app which is a prepaid multi-service payment instrument (non-interest bearing) that may be used by you as a wallet, and offering three types of accounts that have certain limitations as mentioned in these Terms and Conditions (e.g. maximum balance, transaction limits, etc.):

Basic Account (Default Account upon registration)

- a. Silver Account

Premium Account (Account upgrade required, as specify in the terms of conditions in Wakanda wallet section)

- b. Black Account
- c. Gold Account

**“Wallet”**: service of electronic wallet as described in Articles 15.1.1 and following, operated by K2 SA as part of the Wakanda network.

**“Website”**: refers to the website owned, established and maintained by Wakanda Messenger located at [www.wakandamessenger.com](http://www.wakandamessenger.com)

**“Write Post”**: refers to the publication service of the content you are posting, such as photos or videos.

### 1.2 Data Protection

We would like to assure you that the collection and processing of your personal data by Kemit Kingdom as per the below will be always in full compliance with the EU General Data Protection Regulations 2016/679 (“GDPR”) and other applicable privacy laws.

## Section 1 – Definitions and Interpretations

In addition to the information available in this document, you can find additional information about data protection in our privacy policy. (LINK : <https://wakandamessenger.com/privacy.html> )

### 1.3 Interpretations

In these Terms and Conditions, unless the contrary intention appears:

- a. **“You”** and **“Your”** or **“Customer”** mean the customer.
- b. **“We”**, **“our”** or **“us”** refers to Kemit Kingdom – K2 – SA and its successors and assigns or to any **“Affiliate”** if any services are being provided by an Affiliate under these Terms and Conditions.

Any reference to:

- a. An **“amendment”** includes a supplement, modification, novation, replacement or re-enactment and **“Admended”** is to be construed accordingly.
- b. An **“authorisation”** or **“Approval”** includes an authorization, consent, clearance, approval, permission, resolution, license, exemption, filing and registration.
- c. **“Law”** includes any constitution, statute, law, rule, regulation, notification, ordinance, judgment, order, decree, authorization, or any published directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, judicial authority, whether in effect as of the date of registration or thereafter and each as amended from time to time.

A user (individually a **“User”** and collectively, **“Users”**).

Singular includes the plural (and vice versa).

Headings in these Terms are inserted for convenience of reference only and are to be ignored in construing and interpreting the Terms.

Reference to the words **“Include”** or **“Including”** will be construed without limitation.

Reference to a gender will include references to the female, male and neuter genders.

## 2 Use of the Services

The Wakanda Application offers different types of services ancillary to its function as a social network.

### 2.1 Vote for the Voice of Afrique Francophone

The Wakanda Application includes a support feature for TV shows based on audience participation through voting. In particular, the Application allows Users to vote for the program “The Voice Afrique Francophone”.

The program “The Voice Afrique Francophone” is a music TV show offering a powerful platform of expression for African youth. During the show, the viewers can vote for their favorite candidate.

Access to this feature requires downloading the Application and creating a User Account. An account with Silver Access is all you need to benefit from this feature.

### 2.2 Messenger

Wakanda is first and foremost an Instant Messaging Application for chatting with your network.

In particular, it allows:

- to share posts or a location;
- to send messages, photos, videos, documents or vocal messages. However, the size of the file sent through the messenger feature cannot exceed 100 Mb;
- to create groups of discussion;
- to call its contacts free of charge.

The Users can also use Messenger through the “Secret Chat” feature. This messaging option allows you to send messages with a limited retention period, which are automatically deleted after being read by the recipient.

### 2.3 Live Video

The User can also use the Application to broadcast a live video and monetize its access.

The User is reminded that by creating an Account on the Wakanda Application, the User accepts these Terms and Conditions and their Code of Good Conduct (below, Article 5).

### 2.4 Create Discover

The Create Discover feature allows Users to create their own Wakanda channel to stream video content to the entire Wakanda community within predefined thematic structures, or to subscribe to channels.

The User can use this feature to communicate with the broadcaster of the content, share the video with the other Users, or donate to the author of the content through the “contribute” function.

The User is reminded that by creating an Account on the Wakanda Application, the User accepts these Terms and Conditions and their Code of Good Conduct (below, Article 5).



## Section 1 – Definitions and Interpretations

### 2.5 One 2 One

The Wakanda Application also includes a social platform of services. It is merely a marketplace that allows us to make our lives easier by outsourcing tasks as diverse as:

- a transportation service with a chauffeur to make a trip (by car, or two-wheel drive);
- a courier service;
- a meal delivery service, prepared by affiliated restaurants;
- a cleaning service;
- a shopping service;
- human services;

to other users seeking temporary assignments and additional income, whose profiles have been verified and approved in advance. K2 SA is charging no commission on the tasks performed, unlike other platforms.

The service works in a simple way:

1. You indicate to the other Users the task you are looking for in a post describing it in as much detail as possible and indicating the amount you are willing to pay. This amount will be blocked on your Wallet.
2. Users registered in the category corresponding to your service send you their service offers and you select the one of your choice.
3. Once the task is completed, you assess the completed task, which will be visible to the public, and the amount blocked on your account is automatically transferred to the Wallet of the person who performed the service.

The User is reminded that by creating an Account on the Wakanda Application, the User accepts these Terms and Conditions and their Code of Good Conduct (below, Article 5).

The User acknowledges that it is particularly forbidden to offer sexual services.

### 2.6 E-SHOP

The application includes an E-Commerce platform where Individuals and Merchants are gathered and can create their own shop (C2C/B2C) to buy and/or sell new and used products.

The User is reminded that by creating an Account on the Wakanda Application, the User accepts these Terms and Conditions and their Code of Good Conduct (below, Article 5).

The User acknowledges that it is particularly forbidden to buy or sell firearms, alcohol and tobacco products between individuals. Buying and selling drugs and medicines is also prohibited (even if it is legal where you are). The sale of live animals between individuals is prohibited. Under no circumstances is it permitted to promote activities such as poaching or the sale of endangered species or their body parts. In general, Users shall refrain from any operation that is legally prohibited in Switzerland or abroad.

The Company provides the User with an interface – in the form of an Application – which allows the User Client to offer or obtain services directly with other User Clients and to connect with them, by means of publication of ads and exchange of data and messages (the “Services”).

KEMIT KINGDOM draws the attention of Clients and Users to the following points:

## Section 1 – Definitions and Interpretations

- 1.1 **THE COMPANY ONLY PROVIDES USERS WITH A NETWORKING PLATFORM, WITHOUT ITSELF BEING A PARTY TO THE CONTRACTS CONCLUDED BETWEEN THE USERS.**
- 1.2 **THE USER’S ATTENTION IS EXPRESSLY DRAWN TO THE FACT THAT THE COMPANY DOES NOT INTERVENE AND DOES NOT ASSUME ANY OBLIGATION OR LIABILITY OF ANY KIND, IN PARTICULAR IN CONNECTION WITH:**
  - (1) **THE CONCLUSION OF A POSSIBLE CONTRACT OF ANY NATURE WHATSOEVER BETWEEN THE USERS IN CONNECTION WITH THE SERVICES;**
  - (2) **PAYMENTS AND EXCHANGES OF SERVICES LIKELY TO TAKE PLACE BETWEEN USERS;**
  - (3) **THE QUALITY OF THE SERVICES, ANY DEFECTS THEREOF AND INFORMATION OF ANY KIND PUBLISHED BY THE USERS;**
  - (4) **ANY OTHER LEGAL RELATIONSHIP AND OBLIGATIONS BETWEEN USERS, WHETHER OR NOT RELATED TO THE SERVICES.**
  - (5) **THE INTEGRITY OF USERS OFFERING SERVICES OR GOODS ON THE ABOVE-MENTIONED INTERFACE.**
  - (6) **THE TRAINING AND EXPERIENCE OF USERS OFFERING SERVICES ON THE ABOVE-MENTIONED INTERFACE.**
  - (7) **VERIFICATION OF THE AUTHENTICITY OF THE GOODS SOLD OR EXCHANGED, EACH USER, WHETHER SELLER OR BUYER, HAVING A LEGAL OBLIGATION TO UNDERTAKE ALL NECESSARY CHECKS TO MAKE SURE THAT THEY ARE NOT CONTRIBUTING, IN ANY WAY WHATSOEVER, TO ILLEGAL TRADE (COUNTERFEITING, TRADE IN GOODS BREACHING DISTRIBUTION RESTRICTIONS, COPYRIGHT INFRINGEMENT, TRADE IN INALIENABLE GOODS, ETC.).**
- 1.3 **EACH USER WHO WISHES TO OFFER GOODS OR SERVICES THROUGH THE PLATFORM DECIDES ALONE – WITHOUT ANY PRIOR CONSULTATION OR ANNOUNCEMENT WITH AND FROM KEMIT KINGDOM – ON ITS PRICES AND CONTRACTUAL CONDITIONS. LIKEWISE, KEMIT KINGDOM WILL NOT INTERVENE AT ANY TIME IN THE NEGOTIATION OF SUCH TERMS AND CONDITIONS BETWEEN THE RELEVANT USERS. THERE IS NO REPORTING RELATIONSHIP BETWEEN KEMIT KINGDOM AND THE USERS WHO PROVIDE SERVICES OR SELL GOODS, SO THAT THE MERE SUBSCRIPTION TO THE APPLICATION AND THE POSTING OF OFFERS FOR THE OTHER USERS DOES NOT CREATE A RELATIONSHIP COMPARABLE TO AN EMPLOYMENT CONTRACT.**

As a result, Kemit Kingdom strongly encourages Users who are consumers of services or purchasers of goods to ask any questions and make any useful checks before entering into an agreement with another User.

In the event of a criminal offence or damage committed, respectively caused by one User at the expense of another, Kemit Kingdom will cooperate with the competent authorities in order to allow the investigation to progress, but can in no way be held responsible for the damage or harm suffered even though the Users’ attention has been drawn to the foregoing limitations.

Users offering goods or services on the Application declare by accepting these Terms and Conditions that they are aware of the fact that they are solely responsible for verifying whether their activities are lawful, respectively whether they are subject to authorization. They are solely responsible for

## Section 1 – Definitions and Interpretations

requesting the necessary authorizations, if any. They take note of the fact that in the event of proven illicit activity announced by a third party or any competent authority, Kemit Kingdom will withdraw the User's offers from the application without the User being able to oppose it or request any compensation.

Users who are "natural persons" personally offering goods or services on the Application declare, by accepting these Terms and Conditions, they are aware of the fact that they have, at least for the services and goods in question, an independent economic activity that must be announced to their respective tax authorities. In this context, it is their responsibility to learn more about their tax obligations and the need to pay any social security contributions.

Users who are "natural persons" or "legal persons" offering goods or services on the Application with the help of any potential auxiliaries declare, by accepting these Terms and Conditions, they are aware of the fact that they have, at least for the services and goods in question, an independent economic activity that must be announced to their respective tax authorities. In this context, it is their responsibility to learn more about their tax obligations and the need to pay any social security contributions. They are also responsible to make sure that they comply at all times with all applicable standards relating to working hours, work permits, prohibition of unfair competition, safety, health and worker protection, etc.

### 2.7 Money Pool or Funding Pot

This Service allows Users to gather in order to finance together, in particular, an event, a gift, or a trip. It appears as an organizational interface that facilitates the gathering of participants for the funding pot.

The money paid by the participants for the funding pot is transferred directly to the recipient's Wallet after the funds have been collected. No Wallet or Account dedicated to the Funding Pot is created and K2 SA cannot be held responsible for the actual destination of the funds. You acknowledge that the only responsible for the destination of the funds is the funding pot organizer.

You also acknowledge that this transaction is carried out within the limits related to the type of User Account of the participant or organizer, in particular regarding the transactional limits mentioned in Articles 15.4 and following.

Participants can only contribute from their Wallet.

The participants as well as the organizer of the funding pot acknowledge that this feature must not be used for any purpose infringing this Contract and in particular the obligations of the User or the Code of Good Conduct (below, Articles 4 and 5).

### 2.8 Financial Services

As soon as the User subscribes to a Premium Access, he has access to all the financial-type features offered by the use of the Wallet. Therefore, the Company also offers Financial Services to its Users.

The designation "Financial Services" refers to the Services as described in Article 15.1.2 of these Terms and Conditions of Use.

These Services are provided thanks to the collaboration of the KEMIT KINGDOM company with external payment service providers ensuring the transfer of values. Thunes, MFS Africa and Moorwand

## Section 1 – Definitions and Interpretations

are currently these providers for the part relating to the prepaid payment Visa card, a service currently only available to customers living in the EEA area.

The User having a Premium Access can therefore use these Services to carry out various financial operations:

- Transfer of values from an External Account to his Wallet or the Wallet of another User;
- Transfer of values from his Wallet to the Wallet of another User;
- Transfer of values from his Wallet to an External Account;
- Transfer of values from his Wakanda Prepaid Visa card to another Wakanda Prepaid Visa card;
- Transfer of values from his Wakanda Prepaid Visa card to an external Visa card, having the “Visa Direct” feature.

Transfers from or to a Wallet are subject to various fees and commissions.

1) Commissions on transactions for the benefit of payment service providers:

- MFS Africa: fixed expenses of \$1.5 for outbound transactions;
- Thunes: \_\_\_\_\_;
- Moorwand: \_\_\_\_\_.

2) Commissions on transactions for the benefit of the KEMIT KINGDOM company:

\_\_\_\_\_

### 3 Fight against Fraud and Money Laundering

The application makes it possible to financially contribute to certain activities, to access certain paid content, to set up participatory financing, or to purchase goods or services from other Users.

K2 SA supports the principles of the fight against money laundering and has implemented a strict policy of detection, prevention and warning of all suspicious activities.

In particular, acceptance of clients is subject to a process of verification and identity control. Similarly, the company has set up a permanent monitoring of Users' transactional activity, as well as procedures for the reporting of abnormal or potentially illegal activities.

A report of suspicion may also be submitted to the teams of K2 SA. You can subscribe to such a declaration if a User or an activity seems suspicious, dangerous or contravenes the anti-money laundering provisions, by filling in the form available at the following address <https://wakandamessenger.com/contact.html>.

K2 SA and its teams reserve the right to refuse a request for Access to a Premium Account if identity checks reveal an illegal activity or an activity potentially related to money laundering. Similarly, in case of suspicion of such nature, our Services may decide to delete the Account.

### 4 User's Obligations

When using the Application, the following diligence obligations must be complied with, in particular:

- The User must protect his smartphone against any unauthorized use or manipulation (e.g. by means of a device lock or display lock).
- The code for using the Application, in particular for loadings/transfers, and payments confirmation above a certain amount, as well as the device or screen lock codes must be kept secret, must not be disclosed to any other person or kept with the smartphone.
- The chosen code should not be composed of a combination that can be easily guessed (phone number, date of birth, etc.).
- In the event of a damage, the User shall contribute to the best of its knowledge to the investigation of the case and mitigation of the damage.
- By installing the Application on his smartphone, the Client confirms that he is the legitimate user and the person authorized to use the smartphone's phone number. The User is responsible for the use of his smartphone. He accepts all consequences arising from the use of the Application on his smartphone.
- If there are reasons to believe that some unauthorized persons have access to the device or display lock, it must be changed immediately.
- In the event the Smartphone is lost, particularly in cases involving theft, K2 SA must be informed immediately so that the Application can be locked.
- Prohibition of jailbreaks (neutralization of security structures in the smartphone in order to install unofficially available apps) or establishing a root access (configuration allowing access to the system level of the smartphone) and prohibition of installing unauthorized apps, as these make the smartphone more vulnerable to viruses and malware.
- It is liability of the client to verify the payments made. If the client notices any discrepancies, he must inform K2 AG immediately by phone and in writing at the latest within thirty (30) days

## Section 1 – Definitions and Interpretations

from the date of payment (date as per postmark). If the client is required to provide a damage/claim form, this document must be completed, signed and returned to K2 SA within ten (10) days of the request (date as per postmark).

- In particular, the Client undertakes to strictly comply with all of its legal and fiscal obligations, including but not limited to declaring his income, assets and paying all taxes and duties, joining private or state bodies, levying or paying all social security contributions and charges, not carrying out prohibited activities or activities without having obtained the necessary authorizations and/or permits, complying with all applicable regulations regarding working hours, work permits, prohibition of unfair competition, safety, health and worker protection, etc.

In addition, you cannot:

- steal the identity or the intellectual property rights (including trademarks, designs and copyrights) of others or provide false information. You are under no obligation to reveal your identity on Wakanda, but you must provide us with accurate and up-to-date information (including registration information). You cannot steal the identity of someone you are not, and you may not create an account for someone else unless you have their express approval;
- do anything that is unlawful, misleading or fraudulent, or act for any unlawful or prohibited purpose;
- infringe (nor assist or induce others to infringe) these Terms and Conditions or our policies, in particular the Code of Good Conduct (Article 5). You can report contents or behaviors using the form <https://wakandamessenger.com/contact.html>;
- do anything that interferes with or harms the intended operation of the Service;
- attempt to create accounts or collect or access information in an unlawful manner. This includes creating accounts or collecting information in an automated way without our express approval;
- attempt to buy, sell or transfer any items from your account (including your username), or request, collect or use the login credentials or badges of other users;
- publish private or confidential information;
- violate the rights of others, including intellectual property rights, in particular trademarks, drawings and models deposited or copyrights;
- use a domain name or URL containing your username without our prior written consent.

## 5 Code of Good Conduct

The Application allows its Users to stay in contact and share contents with their network, in particular using publications or discussions in limited circles. Shares, regardless of their nature, are done respecting others, for the Wakanda Application to remain a safe and authentic space for inspiration and expression.

Through the activation of the Application, you agree to comply with the community standards detailed below:

- You undertake to respect the intellectual property rights of others, whether they are Users of the Application or not. You thus undertake to publish copyright free contents or contents that you have created and for which you own the rights.
- It shall also be prohibited to offer sexual services, as well as buy or sell firearms, alcohol and tobacco products between individuals. Buying and selling drugs and medicines is also prohibited

## Section 1 – Definitions and Interpretations

(even if it is legal where you are). The sale of live animals between individuals is prohibited. Under no circumstances is it permitted to manage activities such as poaching or the sale of endangered species or their body parts.

- You cannot publish Content that is hateful, violent, racist, that promotes or praises terrorism or organized crime. This particularly relates to any Content showing mutilated or abused bodies, any damage on the physical or psychological integrity of a living being. As a rule, any promotion of mutilation is prohibited.
- You undertake to offer appropriate contents for an extensive audience. This therefore excludes any content showing nudity. This includes photos, videos and other digital content showing sexual intercourse, genitals or close-ups of fully exposed buttocks. It also includes some pictures of female nipples. Nudity in photos of paintings and sculptures is also acceptable.
- You undertake to use your Wallet within the strict limits of these Terms and Conditions of Use and particularly in the spirit of this Code of Good Conduct. This excludes any use for the purposes of defrauding the Law, particularly for the purposes of money laundering or tax evasion.

This list is not restrictive. In general, the User undertakes as part of his way to use of the Application to behave in accordance with the laws of the User's country of residence or with Swiss laws, with morality, with respect for other Users, and refrains from any behavior or activity affecting the honor or reserve of other Users.

The User recognizes that K2 SA may suspend or even delete any Account that infringes any provision of this Agreement.

## 6 Rights Granted to K2 SA

### 6.1 Authorization to Use the Content Posted by Users

You remain the owner of the rights regarding your creations.

By posting Content to the Service, you grant K2 SA a worldwide, non-exclusive, copyright free, transferable and assignable license to use this Content, the right to reproduce it, host it, create technical copies of it, distribute it, communicate it to the public, modify it, analyze it, display it and execute it for the sole purpose of exploitation, promotion and improvement of the Service.

This applies both to Content published through the Messenger, Livestreaming, or Create Discover features, and nickname, name, or profile pictures.

The licenses you grant expire only upon deletion of the Content. Once the Content is deleted, the licenses expire, except when required by the functioning of the Service, the use of the Content authorized prior to the deletion, or law. For example, if you delete your Content yourself, K2 SA is under no obligation to recall Content that other Internet users use via a limited offline viewing feature, or to delete copies that we are under obligation to keep for legal reasons.

K2 SA cares for the respect of the intellectual property rights of its Users. If you notice a public broadcasting of Content that infringes your intellectual property rights, please send us a complaint at [support@wakandamessenger.com](mailto:support@wakandamessenger.com). In this complaint, you will state the date of publication, its author and will describe the litigious content.

## Section 1 – Definitions and Interpretations

### 6.2 Deletion of the Content or Account

It is possible to delete part or all the Content by deleting the Account.

Content you are deleting cannot be seen by the other users.

However, it may persist elsewhere, in our systems, when:

- immediate removal is not possible due to technical restrictions (in which case, your content will be removed within a maximum of 90 days from the time you deleted it);
- your content has been used by third parties according to the license and they did not delete it (in which case, this license continues to apply until deletion of the content); or
- when immediate deleting would limit our ability:
  - a) to identify or investigate illegal activities or infringements of our terms and rules (for example, to identify or investigate a misuse of our Services or systems);
  - b) to comply with a legal obligation, such as the preservation of evidence; or
  - c) to comply with the request of a judicial or administrative authority, a law enforcement authority or a government agency;

In which case, the content will be retained no longer than necessary for the purposes for which it was first retained (the exact length varying on a case-by-case basis).

For each of the cases mentioned above, the license granted in accordance with Article 6.1 shall continue until the content has been completely deleted.

### 6.3 Suspension or Deletion of the Account

We want to make the Wakanda Application a free and secure space for expression.

If it appears that you have breached our Terms and in particular the Code of Good Conduct, we may suspend or permanently deactivate the access to your account. We may also suspend or deactivate your account if you repeatedly infringe third party intellectual property rights or if required by law.

If we do that, we will inform you and explain the options available to you to request a review, unless doing so would engage our legal liability or that of a third party, harm our community of Users, or compromise or impair the integrity or functioning of our services, systems or Services, or where there are technical restrictions or where we are prohibited from doing so for legal reasons.

If you delete or if we deactivate your account, these Terms and Conditions will come to an end. The following provisions shall remain in force: 6.1, 6.3, 7, 8, 13.

The User acknowledges that no compensation will be paid as a result of the termination or suspension of a User Account.

## 7 Intellectual Property

If you use content covered by intellectual property rights that we own and make available in our Services (for example, pictures, drawings, videos or sounds we are providing and that you are adding to content you create or share on Wakanda), we retain all rights related to such content (but not to yours).



## Section 1 – Definitions and Interpretations

You may only use our copyrights or trademarks (or any other similar brand) strictly in connection with the use of the Application or after receiving written authorization from us. You must obtain our written authorization to modify, create derivative works from, decompile or otherwise attempt to extract our source code.

## 8 Disclaimers

You access and use the Application at your sole risk. The Application and its contents are provided on an “as is” and “as available” basis. The Company expressly disclaims, and you waive, all warranties of any kind, whether express or implied, including, but not limited to, any implied warranties of fitness for a particular purpose, availability, merchantability and non-infringing the Application and/or its content.

You understand and agree that the Company shall not be held liable in any way for any unlawful conduct by Users taking place on or via the Application.

The Company provides no warranty or representation that (i) the Application and its contents will meet your needs or will be accurate, non-hazardous or free of any risk regarding your health, safety or life, (ii) the Application will be available, continuous, on time, secure or error-free, (iii) the results that may be obtained from the use of the Application will be accurate or reliable, (iv) any errors will be corrected.

Any document downloaded or otherwise obtained through the use of or in connection with the Application is done at your own discretion and risk and you will be solely responsible for any damage caused to your computer system or for any loss of data resulting from the download of any such documents.

No information, whether oral or written, obtained by you from the Company or via or on the Application will create any warranty or other obligation not expressly stated in these Terms and Conditions of Use and the Company disclaims any liability arising from any reliance placed on such documents by any User or by anyone else who may be informed of any part of its content.

## 9 Liability

K2 SA can amend, update or develop the services at any time. Similarly, K2 SA can at any time interrupt the operation of the Application or the User’s access to the Application totally or partially and without prior notice, or limit its availability for technical or legal reasons (e.g. because of legal or regulatory requirements, by order of the authorities or for safety reasons).

Regarding all users: Nothing in this Agreement is intended to exclude or limit the parties’ liability regarding: death or personal injury; fraud; fraudulent misrepresentation; or liability that cannot be excluded or limited by law.

To the extent authorized by the applicable law, K2 SA and its affiliated companies will not be liable for:

- losses that do not result from a breach of this Agreement by K2 SA or its Affiliated Companies;
- losses or damage which, at the time this Agreement between you and K2 SA became effective, were not reasonably foreseeable consequences of breaches by K2 SA and its Affiliates of the Agreement; or

## Section 1 – Definitions and Interpretations

- any Content submitted by a User, or any conduct by a User that is defamatory, offensive or illegal in nature.

Professional users: If you use the Service(s) for commercial, business, handcrafted or professional purposes (you are hereinafter referred to as a “Professional User”), within the limits authorized by the applicable law, K2 SA and its affiliated Companies shall not be liable for any loss of profits, income or data; loss of opportunity or anticipated savings; indirect or consequential losses, or punitive damages (whether or not such losses were foreseeable); and the full liability of K2 SA and its affiliated Companies for any complaint arising out of or relating to the Service is limited to the higher amount between:

(a) the income amount earned from transactions carried out on the Application in the 6 months preceding your notification of the complaint to K2 SA in writing and (b) CHF 500 or its currency equivalent.

## 10 Privacy Policy

By using the Application and/or creating an account, the User agrees K2 SA may collect, process and use his/her personal data. Such data will only be used in accordance with the Privacy Policy, which can be accessed by the User by means of the following link: <www.xxx.ch>, the terms of which are an integral part of these Terms and Conditions of Use.

Collection of sensitive data, i.e. biometric data for account upgrades,

for legal persons, provision of documents related to the identity of the company.

It should be remembered that, for each account, which data is collected (basic account or premium accounts).

Data collected for transfers (p.111 and 112 brochure) / data collected for the creation of accounts (client acceptance policy p.119 detailed the different data to be collected).

Advertisement: as for FB, the user is imposed ads to access the service.

+ data collected by payment providers: cf. connection agreement Thune, Appendix 1 [*les éléments en vert semblent sous forme de notes ; à voir pour les conserver*]

## 11 Amendments

We are constantly trying to improve our Services and offer new products or features. If the Terms and Conditions of Use are no longer consistent with the Services offered, we will have to propose an updated version to you.

The new version will be communicated by email at least thirty (30) days before becoming effective so that you can take note of it, except if the modifications result from a legal obligation whose entry into force makes it impossible to respect such a deadline.

Once the updated version of the Terms and Conditions of Use become effective, you are bound by it.

If you do not agree with the current or revised Terms and Conditions of Use, you may simply delete your User Account.

## Section 1 – Definitions and Interpretations

Only the version currently appearing on the site is binding for the Parties.

### 12 Severability

If one of the provisions of these Terms and Conditions is null or void entirely or partially, the validity of the remaining provisions shall not be affected. In this case, K2 SA and the customer undertake to replace the invalid provision by a provision having the same meaning and purpose.

### 13 Applicable Law and Jurisdiction

These Terms and Conditions of Use and the Privacy Policy are subject to Swiss law.

Any conflict in direct or indirect relation to the Terms and Conditions of Use and/or the Privacy Policy shall be governed solely by the law of Switzerland, except for conflict of law rules.

Disputes between Professional Users or any other user and the K2 SA company arising from these Terms and Conditions, including disputes regarding its validity, as well as disputes related to the use of the Application and directed against the K2 SA company will be brought solely before the jurisdiction of the ordinary courts of Neuchâtel, an appeal to the Federal Court being reserved.

If such a dispute arises between a Party subject to consumer protection laws, the courts having jurisdiction shall be those designated by the applicable special laws.

## 14 Terms and Conditions Applicable Only to the Messenger

This section is applicable only to the Messenger service. If you do not agree to the terms of this Agreement, Please DO NOT accept the Agreement.

### **NO ACCESS TO EMERGENCY SERVICES:**

Services are not a replacement for your ordinary mobile or fixed line telephone and does not allow you to make emergency calls to emergency services. You must make alternative communication arrangements to ensure that you can make emergency calls if needed.

### 14.1 Acceptance of the agreement

By creating a Wakanda account or by using Wakanda app (collectively, the "Service") you agree to be bound by (i) this Agreement, (ii) our Privacy Policy, and (iii) any terms disclosed to you and agreed by you if you use the products or services we offer on the Service (collectively, "the Agreement"). If you do not accept and agree to be bound by all of the terms of this Agreement, please do not use the Service.

We may make changes to the Agreement and to Wakanda Services from time to time. We may do this for a variety of reasons including to reflect changes in or requirements of the law, new features, or changes in business practices. The most recent version of the Agreement will be posted on the app and also on [www.wakandamessenger.com](http://www.wakandamessenger.com), and you should regularly check for the most recent version. The most recent version is the version that applies. If the changes include material changes that affect your rights or obligations, we will notify you in advance of the changes by reasonable means, which could include notification through the Service or via email. If you continue to use the Service after the changes become effective, then you agree to the revised Agreement.

### 14.2 Eligibility

You must be at least 16 years of age to create an account on Wakanda Messenger and use the Service. If you are a minor please read this Agreement and other above-mentioned agreements with your legal guardian. By creating an account and using the Service, you represent and warrant that you can form a binding contract with Wakanda Messenger.

### 14.3 Your Account

You can Sign up or log in to Wakanda Messenger with your Google and Facebook social media account. If you do so, you authorize us to access and use certain Facebook and Google account information, including but not limited to your public Facebook and Google profile and information about Facebook friends you share in common with other Wakanda users. For more information regarding the information we collect from you and how we use it, please consult our Privacy Policy.

You are responsible for maintaining the confidentiality of your login credentials you use to sign up for Wakanda Messenger, and you are solely responsible for all activities that occur under those credentials. If you think someone has gained access to your account, please immediately change your password or contact us at [privacy@wakandamessenger.com](mailto:privacy@wakandamessenger.com)

#### 14.4 Scope of License

Wakanda Messenger grants you a personal, non-transferable and non-exclusive right and license to use the Software on any mobile device that you own, provided that you accept all terms and conditions of the Agreement, including those updated or revised in the future (if any).

Rights reserved: All other rights not hereby licensed still belong to Wakanda Messenger. You shall obtain separate written approval from Wakanda Messenger when using other rights.

#### 14.5 Restriction

Without the prior written consent of Wakanda Messenger, you may not, and you agree not to:

- a. Reproduce the Software in whole or in part;
- b. Sub-license, sell, assign, rent, lease, export, import, distribute or transfer or otherwise grant rights to any third party in the Software;
- c. Undertake, arrange, permit or authorize the modification, creation of derivative works or improvements, translation, reverse engineering, decompiling, disassembling, decryption, emulation, hacking, discovery, or attempt discovery of the source code or protocols of the software or any part of features (except the extent permitted by law);
- d. Remove, obscure or alter any copyright notices or other proprietary notices included in the Software;
- e. Use the Software or any part thereof for commercial purpose (including but not limited to any corporate website, financial institution website, business website, or other website for earnings and profits), unless you have been licensed to.

The restrictions contained herein apply equally to any updates to the Software that you may obtain. If you breach this restriction, you may be subject to prosecution and damages.

#### 14.6 Consent to use of data

You agree that we may collect and use related information, including but not limited to technical information about your mobile device, system, accounts, call duration, IP address, geolocation, resolution, voice and video quality enhancing parameters, information that is gathered periodically to facilitate the provision of Software updates, product support and other services related to the Software to you (if any). We may use this information and promise to protect the privacy and personal information of users in accordance with the Privacy Policy.

By using or continuing to use our services, you agree that we collect, use, store, share, transfer and publicly disclose your information in accordance with the Privacy Policy.

#### 14.7 Modifications

Wakanda Messenger reserves the right to amend this Agreement at any time by publishing the revised Agreement on the website. In the event where the terms of this Agreement are amended and restrict your right, we will show you the amended Agreement by way of push notifications and/or pop-up windows when you log in and the Agreement is amended. Your continued use of the Software shall constitute your acceptance to be bound by the Agreement.

## 14.8 Termination

This Agreement will remain in full force and effect while you use Wakanda Messenger Services and/or have a Wakanda Messenger account. You can uninstall and delete the Software to terminate your use of the Software at any time, for any reason. You can also require to terminate your account. The Company may terminate or suspend your account at any time without notice if the Company believes that you have breached this Agreement in its sole discretion. Wakanda Messenger reserves the right to terminate the Agreement and your use of the Software at any time and for any reason or no reason at all. Upon termination of the Agreement, you shall cease all use of the Software, and destroy all copies, full or partial of the Software. The provisions contained herein shall survive termination of this Agreement.

## 14.9 Intellectual Property

All intellectual properties, trade mark rights and patent rights in the Software and all information related to the Software, including but not limited to written expressions and their combinations, icons, colors, UI design, printings and electronic documents, are under the protection of copyright laws, trademark law, Patent Law, Anti-unfair competition law of Switzerland, international copyright treaties and other intellectual property laws and regulations. Except those involved in Software or technologies authorized by a third party, Wakanda Messenger enjoys the above intellectual property.

The Company owns and retains all proprietary rights in the Service, and in all content, trademarks, trade names, service marks and other intellectual property rights related thereto. The Service contains the copyrighted material, trademarks, and other proprietary information of the Company and its licensors. You agree to not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, or other intellectual property or proprietary information accessible through the Service, without first obtaining the prior written consent of the Company or, if such property is not owned by the Company, the owner of such intellectual property or proprietary rights. You agree to not remove obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.

The Software is licensed to use, not sold. Intellectual property does not pass to you. There is no implied license, right or interest granted in any copyright, patent, trade secret, trademark, invention or other intellectual property right. Without the prior written consent of Wakanda Messenger, you may not use the Software or any part thereof for commercial purpose and you may not implement, use, transfer or permit any third party to implement, use or transfer the above intellectual property for the purpose of profit or nonprofit. Wakanda Messenger reserves the right to investigate the above behaviors unauthorized.

The Agreement does not grant you any rights in connection with any trademarks or service marks of Wakanda Messenger.

## 14.10 User Content

There are some Services in Wakanda Messenger that you can post/upload/publish Content, you agree as follows:

- a. You warrant and represent that you are the owner of all intellectual property rights to the Content that you upload or post to or via the Service and that by uploading or posting Content

## Section 2 – Terms & Conditions Applicable to Wakanda Messenger

to or via Wakanda Messenger, you are not violating any intellectual property rights of third parties.

- b. You agree that Content you post/upload/publish to or via Wakanda Messenger may be viewed by third parties, including any person visiting/using Wakanda Messenger.
- c. You acknowledge that by posting/uploading/publishing Content at the Service, you grant to Wakanda Messenger an irrevocable, worldwide, freely transferrable, royalty-free license to use the Content for its own purposes as well as to provide the Content to third parties, including to use, copy, transmit, stream, broadcast, access, view, combine, adapt, modify, distribute, sell, transfer, publicly display, publicly perform, and otherwise exploit the Content.
- d. Any Content that you upload or post to the Service must comply with all applicable laws and regulations. Wakanda Messenger reserves the right at all times and in its sole discretion to investigate and to take any legal action against Users or third parties, who upload Inappropriate Content to the Service. The Company shall further have the right to access, preserve and disclose, amongst others, to law enforcement authorities and its legal advisors the Content and User's account information, if it is reasonably necessary to do so in order to protect the Company's rights or take action against users having uploaded Inappropriate Content.

It is in the Company's sole discretion to decide whether any Content shall be deemed Inappropriate Content. The Company reserves the right to remove any Content, in particular Content that it deems to be Inappropriate Content, at any time at its sole discretion and without the obligation to notify the user having posted or uploaded such Content or to give a reason for such removal. The Company shall not be liable for any loss of any Content.

### 14.11 Fund Transfer through Wakanda Wallet

When the fund transfer facility is made available to you, it may be used for transfer of funds from Wakanda Wallet to other accounts/prepaid payment instruments belonging to third parties integrated to Wakanda Messenger App. In the event such transfer of funds is from Wakanda Wallet to accounts belonging to third parties maintained at any other bank, which falls under the network of our Service providers, then the same will be governed by the Terms and Conditions applicable by them. You will be responsible for keying in the correct account number, Mobile Money Identifier and other details, as required, for the fund transfer request.

In no case will Wakanda Messenger be held liable for any erroneous transactions incurred arising out of or relating to your entering the wrong account number. Wakanda Messenger will endeavor to effect funds transfer transactions received through Wakanda app subject to availability of sufficient funds in the user Wakanda Wallet. Wakanda Messenger will specify from time to time the limit for carrying out various kinds of funds transfer or any other services through Wakanda Wallet and services. This facility will be provided in accordance with the arrangement between Wakanda Messenger, its Affiliates and Providers and as per conditions specified by Wakanda Messenger from time to time.

### 14.12 Account Balance and Transaction History

You will monitor the balance in your Account and examine all entries in your Transaction history in the Wallet section of Wakanda App. You will report/notify Wakanda Messenger as soon as you notice any transactions wrongly made or made without authority or inaccurate entries in the Transaction history or of any matter concerning your Account that may invite suspicion. Unless disputed by you within 14 (fourteen) days of the Electronic Statement being made available in-App, the same will be deemed to

## Section 2 – Terms & Conditions Applicable to Wakanda Messenger

be correct. Wakanda Messenger will be free from all claims in respect of and any and every Transaction shown in the Transaction history.

You also irrevocably authorise Wakanda Messenger to debit the Account for all Transactions/services undertaken by your UserID and password.

### 14.13 Security Codes

- a. You are responsible for the confidentiality and use of your Security Codes. You must use your Wakanda app Username and Password to access and use the Wakanda app and to perform transaction(s). You are responsible for safekeeping and maintaining the confidentiality of your Security Codes. You must not disclose to any person your Security Codes and will not authorise any person to use your Security Codes for any purpose whatsoever. You agree to take reasonable measures and all due care to protect your Password against misuse by third parties. You will, as soon as possible, reset your Password should you notice that your Wakanda app has been accessed or used without your knowledge, authority or consent. As a matter of abundant precaution, you should change your Passwords at periodic intervals.
- b. It is vital that you take steps to prevent disclosure or discovery of the Security Codes provided to you as you are liable for financial loss incurred or Transactions carried out in connection with any unauthorised use of the Security Codes and you will not claim against Wakanda Messenger in respect of any such use or purported use.
- c. You must notify Wakanda Messenger immediately if you have knowledge or have reason for suspecting that the confidentiality of the Security Codes have been compromised or if there has been any unauthorised use of the Security Codes (such as where you notice any unauthorised transactions or unauthorised access to your Accounts) or your Security Code has been disabled after a number of incorrect password attempts up to such number as may be communicated by Wakanda Messenger to you from time to time.

### 14.14 Security Issues, Software and Hardware

You will at your cost, procure, maintain and update/upgrade all such software, and/or device, hardware and/or equipment, as applicable, from time to time, to avail, access and use the services of Wakanda Messenger and be compatible with the Wakanda Messenger's operating system at your own risk and expense. You undertake to ensure that the device you use to access Wakanda App and Services are free from any malware, virus, Trojan or such other malware contaminants. Wakanda Messenger will be at liberty to change, vary or upgrade its software, hardware, operating systems, etc., from time to time and will be under no obligation to support your software, hardware, operating systems and that the same will be your sole responsibility. Wakanda Messenger will not be liable for any losses that may be suffered by you as a result of any incompatibility between the Service software and any mobile phone or other device from which you may use to access the Service.

You acknowledge the following Internet-related risks:

- a. Insufficient technical knowledge and lack of safety precautions can make it easier for unauthorised third parties to access your devices (for example, insufficiently protected storage of data, and file transfers), and it is your responsibility to take the necessary security precautions. You acknowledge the risks of spoofing, identity theft/masking etc.
- b. Your usage patterns may be monitored by third parties.



## Section 2 – Terms & Conditions Applicable to Wakanda Messenger

- c. Third parties could gain unnoticed access to your Wakanda app/Account and detect your access and your communications with us.
- d. Viruses and other malicious code may interfere with Wakanda App Services, the Channel, the web browser or any relevant telecommunication device or computer systems.

### 14.15 Maintenance and preservation of records

Wakanda Messenger at its sole option and discretion will maintain such records of transactions carried out by you in your Accounts, as Wakanda Messenger may deem fit or as mandated by law and regulations. You will not be entitled to question Wakanda Messenger about the records that are maintained by us or those that are not maintained or preserved by Wakanda Messenger. In case of conflict between the records kept by Wakanda Messenger and those of yours, the records of Wakanda Messenger will be conclusive and binding. The period for preservation of such records is ten (10) years after the closing of the account as dictated by the regulation.

Due to inherent features of some of the Channels over which the facility of Wakanda Messenger Services is availed by you, you may be able to take out a print of the transaction attempted to be effected by you over Wakanda Wallet Services. You acknowledge and agree that our records and any records of the Electronic Instructions or the Transactions, or any record of transactions relating to the operation of Wakanda Messenger Services and any record of any Transactions maintained by us or by any relevant person authorised by us relating to or connected with Wakanda Messenger Services will be binding and conclusive on you for all purposes whatsoever and will be conclusive evidence of any Electronic Instructions, information and/or data transmitted using the app. You hereby agree that all such records are admissible in evidence and that you will not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or are produced by or were the output of a device system, and you hereby waive any of your rights (if any) to so object.

As a tool to correct misunderstandings, you understand, agree and authorise us to, at our discretion and without further prior notice to you, monitor and record any or all telephone conversations or electronic communications between you and us and any of our employees or agents.

### 14.16 Charges and Fees

Please refer to the Rates and Fees. The same may be revised from time to time and will be made available on the Website.

We reserve the right to and may at our sole discretion, charge and revise fees (for example, monthly fees, per transaction fees etc.) in relation to the use of Wakanda Wallet Services and for the provision of or any replacement of Security Codes for whatever reasons from time to time. We will, in most cases, give reasonable notice of such days. The obligation to give you advance notice does not apply if variations are required in an emergency or where it is not practicable to give such advance notice. Provided that any changes made in the Charges and Fees whereby your liability has increased such an increase will be applicable only after notice.

You authorise us to debit your Wakanda Wallet for all fees for the provision and/or use (authorised or unauthorised) of Wakanda Messenger Services and any other liabilities to, and loss, damage or expense suffered by us as a result of our provision and/or your use (authorised or unauthorised) of Wakanda Wallet Services (including any of your liability to us).

## Section 2 – Terms & Conditions Applicable to Wakanda Messenger

Wakanda App is deemed to have sent notifications and SMS notifications ("Electronic Advice/Notification") to you, even if you are unable to or do not receive the Notification for whatever reason.

If any payment has been made by us as a result of your use or purported use of Wakanda Wallet Services:

- a. And the Account was consequently debited, but the debit was reversed in error or the Account was not debited at all; or
- b. Consequent to submission of any payment instruction on the Account but before honor of such payment.

### 14.17 Problems with Goods and Services

We are not liable in any way should you encounter any problems with the goods and services that you obtain through the use of your Account/s (Wallet & Card) or Electronic Services available on Wakanda Messenger. We are not responsible for the non-delivery or non-performance or defects in any such goods and services, we will be entitled to be called account for the transaction you maintain with us for the full amount pursuant to that transaction. You will settle any dispute with the provider of the goods and services.

### 14.18 Disclaimers

You expressly acknowledge and agree that use of the Software is at your sole risk. To the maximum extent permitted by applicable law, the Software is offered on an "as-is" basis and no warranty, either express or implied. Wakanda Messenger expressly disclaims all warranties of any kind, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose and non-infringement.

To the maximum extent permitted by applicable law, in no event shall Wakanda Messenger, its affiliates, subsidiaries, parent companies, agents, partners, or employees (hereinafter referred to as "Wakanda party") be liable to you or any third party in any respect for any losses, liabilities, claims or damages of any kind, whether direct, indirect, incidental, consequential, special or punitive, or for loss of revenue or profits, loss of data, loss of business, or any other damages, arising out of or in connection with the Software, the Agreement or the performance, suspension, termination or breach hereof, even if Wakanda Messenger or any other Wakanda party has been advised of the possibility thereof. Wakanda Messenger shall have no liability in connection with or arising from the Agreement or use of the Software.

### 14.19 Indemnification

You agree to hold harmless and indemnify Wakanda Messenger, and its affiliates, officers, agents, and employees from and against any third-party claim arising from or in any way related to your use of the service or the Software, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Wakanda Messenger will provide you with written notice of such claim, suit or action.

## Section 2 – Terms & Conditions Applicable to Wakanda Messenger

### 14.20 Choice of Law and Jurisdiction

The Agreement will be governed by and construed in accordance with the laws of Switzerland. Any claims, legal proceeding or litigation arising in connection with the Software will be brought solely in the Jurisdiction court of Geneva, and you consent to the jurisdiction of such court.

## 15 Terms and Conditions Applicable to Wakanda Wallet

This section is applicable only to Wakanda Messenger Wallet service. If you do not agree to the terms of this, Please DO NOT accept the Agreement.

### 15.1 Access to the Service

Wakanda offers three types of Access for the creation of your User Account.

The choice of the type of Access mostly depends on the type of User, natural or legal person, and on the extent of amounts to be credited to the Wallet.

As part of the fight against fraud and money laundering and due to the amounts passing through the Wakanda application, K2 SA is under the obligation to perform various checks. For each Access request, the User will have to provide a list of information and supporting documents, the importance of which will depend on the type of Access requested.

#### 15.1.1 The Wallet

##### 15.1.1.1 *What is a Wallet?*

It is an electronic wallet. The Wakanda application allows banking operations through its various features and offers payments services such as bank transfers to the network of partner banks, payment operations on Mobile Money accounts/partner Wallet applications, money transfer transactions (cash withdrawal), but also to contribute financially to certain causes, make donations to other Users through the “Contribute” feature, to monetize the access to certain video contents broadcast on the “Discover” and “Live Video” channels, to organize and contribute to a funding pot via the Money Pool feature, or to buy a product or a service from another User thanks to the One2One and E-SHOP Services.

The use of the Services through a Premium Access may therefore generate more or less important Currency flows crediting or debiting the Wallet. These flows may be international and may require a currency conversion. K2 SA makes sure to collaborate with the suitable payment Providers, as defined in Article 2.8 above, offering a currency conversion rate at the lowest possible level and thus maximize the profitability of the operation for the User.

##### 15.1.1.2 *Creation of Wallet*

Upon registration, a Wallet is automatically created for each User. The User may decide to ask for a Premium Access in order to be able to use all the applicable features, to remove some transactional restrictions and to increase the deposit limit of the Wallet. The opening of a Premium account for a private individual and for a professional requires in particular identity verification due diligence (to provide other information to K2 SA) according to Article 16 and generates remaining costs to be borne by the User, to be paid at the time of the opening of the Premium account or at the time of the transfer from the Standard Account to the Premium Account. These costs are not refundable, even if the User is denied Premium access.

#### **Natural Persons**

There are two ways to request a Premium account, according to the position of the User:

## Section 3 – Terms & Conditions Applicable to Wakanda Wallet

- During the registration process on the application, the opening of a Premium Account is suggested. However, the User may decide to skip this step and make the request later.
- When connected to the application, the User goes on the “Profile” page/interface, clicks on “Profile Settings” and then “Upgrade account”. Then the User may choose between two types of Premium Access: the transition to a “Black Account” or to a “Gold Account”.

### Legal Persons

In the case of a User registered as a legal person, the request for the creation of a Premium Business/Company account may be carried out in two ways:

- During the registration process on the application, where the User may however decide to skip this step and make the request later on;
- When connected to the application, the User goes on the “Profile” page/interface, clicks on “Profile Settings”, then “Upgrade account” and “upgrade now”.

We may request in due time additional information from the User, that we need to fulfill our legal or regulatory obligations but also, and without restriction or condition, we may decide to block a Wallet, a transaction but also to suspend a User account.

### A multi-currency Wallet

The currency by default of the Wallet is the one of the User’s country. But it is possible to configure the Wallet and choose another currency. Furthermore, you may add other currencies to your Wallet, by creating a balance in the currency of your choice. In this way, the User can transfer funds on his different balances in currencies and therefore send and/or receive the payment money in a currency different from the one assigned during the registration process.

There are restrictions regarding the balance currencies we accept and for which we may have to do a conversion.

### Restriction of use

The Wallet is subject to transactional rules according to the type of Access the User benefits from, that is Standard or Premium (Black or Gold), described in Articles 15.4 and following below.

### Current Balance & Available Balance

The Wallet is subject to anti-money laundering and anti-terrorist financing provisions. Restrictions of use apply to the Wallet in order to guarantee the respect of these standards.

Two different types of balance on the Wallet must be distinguished:

#### *Current Balance*

The *current* Balance is the amount that is on the Wallet and that can be used immediately, according to a billing cycle based on a 30-day period.

#### *Available Balance*

The *available* balance refers to the money you received from third parties and/or from your activity on the social network and that is temporarily blocked because the applicable transactional limits have been reached, on a period of 30 days. Once the billing cycle came to an end, the funds are automatically released to the Current Balance.

### **Bank and Payment operations**

Your Wallet allows you to perform banking operations and payments service such as bank transfers to the network of partner banks, payment operations on Mobile Money accounts/partner Wallet applications, money transfer operations (cash withdrawal), as well as to recharge a phone credit.

The User acknowledges being informed that the actual payment of the amounts to their recipient is subject to the payment providers. They may be subject to restrictive regulations according to the sending or receiving country, or deliberately restricting payment terms for certain countries deemed to be at risk.

In case of doubt, you bear the responsibility to inform yourself about the terms of payment according to the country sending or receiving the payment prior to the conclusion of a transaction. K2 SA shall in no event be held liable for the non-payment of all or part of the amount of a transaction to its recipient.

#### 15.1.2 Creation of a User Account

Simply download the application and log in with a Google or Facebook user ID, or by manual data entry. The creation of a User Account with a Silver Account is free.

The data collected for the registration and creation of the User Account is detailed within the provisions relating to our Privacy Policy in Article 10.

After filling in the dedicated form with the data required by the future User for the creation of his Account, an OTP code is sent for verification to the phone number entered.

The Wakanda Application is activated after verification of the phone number. The User can connect to his account and use our Services.

By accepting these Terms and Conditions of Use, you acknowledge that you may not use our Services if:

- you are under the age of 18;
- we have previously deactivated your account for non-compliance with our Terms and Conditions or Rules;
- you are not entitled to receive our products, Services or software under the domestic laws applicable to you.

The creation of a User Account grants access to Services defined in Article 2 of these Terms and Conditions.

However, the Silver access only grants a restricted access to the application and Wallets features, the use of which is limited to a monthly balance, which may not exceed CHF 250 in total per month. To access the full range of features, you must subscribe to a Premium access, the Special Conditions of which are defined in Article 15.4.

The User will choose the type of Access that best suits his needs, between the Silver Access and one of the Premium Accesses, as defined in Article 15.4.

## 15.2 Eligibility for Wakanda Wallet service

- a. You are over 18 years of age with capacity to contract in accordance with the applicable laws in Switzerland.
- b. You have a valid and active mobile number registered in your name, a smart phone, and a valid and active email address of your own.
- c. You have downloaded the Wakanda Messenger App on your Mobile Phone/Device.
- d. You accept that Wakanda Messenger will be conducting identification checks (KYC – Know Your Customer and KYB – Know Your Business) to verify your identity and when upgrading your account for a Premium Account.
- e. You will have successfully completed the OTP sent to your mobile registered number or email.
- f. You acknowledge that Wakanda Messenger reserves the right to reject your request for using the application without assigning any reason.
- g. You acknowledge that only one Account per individual/Entity can be opened.

## 15.3 Features of Wakanda Wallet & Services

Wakanda Wallet Services are provided for your convenience. You make use of the facility at your own risk. By using your Wallet Account you agree unconditionally not to contest any Electronic Statement unless disputed by you within 14 (fourteen) days of the Electronic Statement being made available for you the app.

Certain services which we offer are on from Wakanda Wallet are provided by Third Party partners. You may be required to indicate your acceptance of the Additional Terms prior to use of those services.

- a. **Wallet Funding:** Wakanda Wallet give you access to a prepaid payment instrument. You can load/reload your Wakanda Wallet Account using various payment methods:
  - Bank Transfer – You can transfer funds from your existing bank account to your WalletID
  - Credit/Debit card – Only 3D Secure compatible cards are accepted
  - PayPal
  - Google Pay
  - Apple Pay
  - Third Party Mobile Wallets – You can receive funds from the Mobile Wallets/Mobile Money of our Financial Institutions partners.
- b. **Fund Transfer:** Your Wallet allow you to transfer funds to your family and friends by initiating a payment instruction and selecting your preferred payment channel:
  - Bank Transfer: to send money on your family and friends, or third-party bank account - limited to certain country
  - Mobile Money/Mobile Wallet: to send money directly on your family, friends Mobile Money account, or third-party Mobile Money/Mobile Wallet account - limited to certain country
  - Cash Pick-up - to send money directly to your family, friends Mobile Money account, or third party for cash collection via our partners Money Remittance participating agents - limited to certain country
  - Airtime - to send a mobile airtime recharge to top-up the mobile phone of your family and friends - limited to certain country

## Section 3 – Terms & Conditions Applicable to Wakanda Wallet

- c. P2P Payment: You can move funds between your wallet accounts and send funds to other users:
- Wallet to Wallet
  - Wallet to your Card (and vice-versa)

### 15.4 Applicable Limits

The following limits will apply with respect to Wakanda Wallet:

#### **Silver Account – CDD**

The Silver Access is the Standard type of access to the Services of the application. The User must provide a certain amount of information and carry out some due diligences, which differ according to his status as an individual or a professional.

A Silver Account Wallet may be opened by an individual by upgrading his/her Wallet Account on Wakanda app subject to the individual complying with the aforesaid eligibility criteria and KYC guidelines issued by the FINMA from time to time and as per the specifications of the regulatory obligations.

- a. Your Wallet currency account by default shall be the amount or the local currency equivalent in your home country currency denomination (i.e. €EUR, \$USD, Sterling £).
- b. The maximum balance amount that your Wakanda Silver Wallet Account can contain is CHF 160 per month ("Maximum Value"). At no point in time can a Silver Wallet Account balance exceed the Maximum Value except as mentioned in (e.) below.
- c. The total cumulative value of funds credited in a Silver Wallet in one calendar month will not exceed CHF 160.- ("Maximum Monthly Balance/Transfer").
- d. In the event of any funds received in the Wallet Account pushes the balance to exceed the Maximum Value and/or Maximum Monthly Balance/Transfer, the funds will be placed on user "Wallet Available Balance" where the funds can't be used and can't exceed the maximum monthly balance/Transfer of a Silver Wallet Account.
- e. In the event of any funds received in the "Wallet Available Balance" pushes the balance to exceed the Maximum Value and/or Maximum Monthly Transfer, the funds will be rejected, and its full amount will be returned to its source.
- f. In the case of a refunds that are the result of failed, returned, rejected and/or cancelled Transactions, the funds returned may be credited into the user wallet Account even if such credit of funds results in exceeding the Maximum Value and/or Maximum Monthly Transfer.
- g. Not more than one (1) recharge transactions per day are allowed.
- h. Not more than one (1) transaction per day is allowed using a credit/debit card, bank transfer and any other available payment methods to fund your Wakanda Wallet.
- i. Transaction limits apply to transactions from your Wallet Account to other users as well as our Financial Institution Partners payment services provided in the Wallet section, and are subject to change from time to time:
  - i. Contribute/Donation – Maximum transfer CHF 100.- or equivalent to your Base Currency
  - ii. Bank Transfer transaction – restricted to partners terms and conditions
  - iii. Mobile Money/Mobile Wallet payment - restricted to partners terms and conditions
  - iv. Mobile Recharge transaction - restricted to partners terms and conditions
  - v. Incoming transactions subject to Maximum Value and Maximum Monthly Transfer limits.



### **Premium Account**

Certain features of the Wakanda network are subject to the creation of a Premium Account. Users who wish to subscribe to a Premium Access as soon as their account is created, or who wish to switch from a Silver Access to a Premium Access, will have to complete a series of steps.

In addition to the provisions provided in Article 15.1.2, Special Conditions shall apply to the User Accounts having a Premium Access: These conditions are detailed in this paragraph.

The Wakanda Application offers two types of Premium Access: Black or Gold.

### **Black Account (Premium Account) – FDD**

This Access is reserved to individuals who wish to be upgraded in order to raise the limit of the balance of their Wallet, the transaction amounts and to be able to credit their Wallet up to the authorized limit, i.e. CHF 15,000, thanks to the means of payment made available on the platform.

A Black Account Wallet may be opened by an individual by upgrading his/her Wallet Account on Wakanda app subject to the individual complying with the aforesaid eligibility criteria and KYC guidelines issued by the FINMA from time to time and as per the specifications of the regulatory obligations.

- a. Your Wallet currency account by default shall be the amount or the local currency equivalent in your home country currency denomination (i.e. €EUR, \$USD, Sterling £).
- b. The maximum balance amount that your Wakanda Silver Wallet Account can contain is CHF 15 000.- per month ("Maximum Value"). At no point in time can a Black Wallet Account balance exceed the Maximum Value except as mentioned in (e.) below.
- c. The total cumulative value of funds credited in a Black Wallet in one calendar month will not exceed CHF 15 000.- ("Maximum Monthly Balance/Transfer").
- d. In the event of any funds received in the Wallet Account pushes the balance to exceed the Maximum Value and/or Maximum Monthly Balance/Transfer, the funds will be placed on user "Wallet Available Balance" where the funds can't be used and can't exceed the maximum monthly balance/Transfer of a Black Wallet Account.
- e. In the event of any funds received in the "Wallet Available Balance" pushes the balance to exceed the Maximum Value and/or Maximum Monthly Transfer, the funds will be rejected, and its full amount will be returned to its source.
- f. In the case of a refunds that are the result of failed, returned, rejected and/or cancelled Transactions, the funds returned may be credited into the user wallet Account even if such credit of funds results in exceeding the Maximum Value and/or Maximum Monthly Transfer.
- g. Not more than three (3) recharge transactions per day are allowed.
- h. Not more than one (3) transaction per day is allowed using a credit/debit card, bank transfer and any other available payment methods to fund your Wakanda Wallet.
- i. Transaction limits apply to transactions from your Wallet Account to other users as well as our Financial Institution Partners payment services provided in the Wallet section, and are subject to change from time to time:
  - i. Contribute/Donation – Maximum transfer CHF 100.- or equivalent to your Base Currency
  - ii. Bank Transfer transaction – restricted to partners terms and conditions
  - iii. Mobile Money/Mobile Wallet payment - restricted to partners terms and conditions
  - iv. Mobile Recharge transaction - restricted to partners terms and conditions

### Section 3 – Terms & Conditions Applicable to Wakanda Wallet

- v. Incoming transactions subject to Maximum Value and Maximum Monthly Transfer limits.

#### **Gold Account (Premium Account) – EDD**

This type of Account is reserved to legal persons. Any legal person wishing to use the Application must initiate an activation procedure.

Transfers are unlimited in amount, regardless of its characteristics, of the sending or receiving account.

A Gold Account Wallet may be opened by an individual by upgrading his/her Wallet Account on Wakanda app subject to the individual complying with the aforesaid eligibility criteria and KYB guidelines issued by the FINMA from time to time and as per the specifications of the regulatory obligations.

- a. Your Wallet currency account by default shall be the amount or the local currency equivalent in your home country currency denomination (i.e. €EUR, \$USD, Sterling £).
- b. No maximum balance amount.
- c. The maximum amount per transaction can't exceed CHF 50,000.- per transaction ("Maximum Transfer").
- d. No daily limits inbound transaction.
- e. Transaction limits apply to transactions from your Wallet Account to other users as well as our Financial Institution Partners payment services provide in the Wallet section, and are subject to change from time to time:
  - i. Contribute/Donation – Maximum transfer CHF 100.- or equivalent to your Base Currency
  - ii. Bank Transfer transaction – restricted to partners terms and conditions
  - iii. Mobile Money/Mobile Wallet payment - restricted to partners terms and conditions
  - iv. Mobile Recharge transaction - restricted to partners terms and conditions
  - v. Incoming transactions subject to Maximum Value and Maximum Monthly Transfer limits.

### 15.5 Loading funds into Wakanda Wallet

#### **Silver Wallet**

Transaction limits for Wakanda Wallet	
Minimum Per txn. Amount	€ 1.00 or equivalent
Maximum Per txn. Amount	€ 150 or equivalent
Maximum daily amount limit	€ 150 or equivalent
Maximum monthly amount limit	€150 or equivalent

#### **Black Wallet**

Transaction limits for Wakanda Wallet
---------------------------------------

## Section 3 – Terms & Conditions Applicable to Wakanda Wallet

Minimum Per txn. Amount	€1.00 or equivalent
Maximum Per txn. Amount	€5 000 or equivalent
Maximum daily amount limit	€3 000 or equivalent
Maximum monthly amount limit	€15,000 or equivalent

### Gold Wallet

Transaction limits for Wakanda Wallet	
Minimum Per txn. Amount	€1.00 or equivalent
Maximum daily amount limit	€50,000
Maximum monthly amount limit	N/A

## 16 KYC / Know Your Customer requirements & Account Opening

In the light of the amounts likely to transit through the Application, it is important for us to implement an adequate process to verify the identity and the source of funds, in particular to ensure their integrity.

Thus, the data transmitted by the User is collected by K2 SA and stored on its servers as a first step.

Then, the Wakanda Application uses a digital verification tool operated by the BasisID company, that automates document verification. The collected data will be transferred on its server.

Once the verification has been carried out, its result is communicated to K2 SA and saved on the server.

At the same time, K2 SA collaborates with Partner Financial Institutions and together they exchange information. The Partner Financial Institutions also give their opinion to the teams of K2 SA regarding the request of the User.

The complete analysis of the User's file is then carried out by K2 SA's compliance team, which takes the final decision whether or not to authorize Premium Access at the User's request.

For more information regarding the process of registration of a User and the verification measures undertaken, please read the Article devoted to the fight against fraud and money laundering (Article 3).

### 16.1 SDD – Simplify Due Diligence

This requirements apply for Silver Account. You may provide us with the following information:

#### Individual

- First Name
- Last Name

## Section 3 – Terms & Conditions Applicable to Wakanda Wallet

- A valid Mobile Number
- A valid E-mail address
- Your date of birth
- Gender
- Country
- Selection of Wallet Based Currency
- Geolocation
- DeviceFingerprint

### **Corporate/Business**

- Corporate/Business Full Name
- Company registered number
- Registered country
- Contact email
- Selection of Wallet Based Currency

## 16.2 FDD – Simplify Due Diligence

These requirements apply for Black Account for higher Wallet Limit. You may provide us with the following information and comply with our regulatory requirements applicable to KYC and anti-money laundering requirements on our business. Our regulatory requirements require us to keep records of provided information and documents by you which you also agree to.

- First Name
- Last Name
- A valid Mobile Number
- A valid E-mail address
- Your date of birth
- Gender
- Country
- Geolocation
- DeviceFingerprint
- Proof of Address of your current address (i.e utility bill, employer agreement)
- A valid ID

The User also agrees to submit to a biometric and video identification.

You acknowledge that we may refuse to migrate/upgrade a Silver Account to a Black Account whenever there are any doubts as to the identity of the User or the information and documents provided.

## 16.3 EDD – Enhanced Due Diligence

These requirements apply for Corporate/Business Account only. You may provide us with the following information and comply with our regulatory requirements applicable to KYB and anti-money laundering requirements on our business. Our regulatory requirements require us to keep records of provided information and documents by you which you also agree to.

- Corporate/Business Full Name
- Company registered number

### Section 3 – Terms & Conditions Applicable to Wakanda Wallet

- Registered country
- Contact email
- Selection of Wallet Based Currency
- Certificate of Incorporation
- ID Copy of legal representatives – Board and Senior Management
- Ownership Structure
- Corporate proof of address
- Bank Account Statement

Then, a verification bank transfer will be made from the provided account to a bank account affiliated to the K2 SA company. The purpose of this measure is to make sure of the existence of the provided bank account.

You acknowledge that we may refuse the migration from a Silver Account to a Black Account and/or the creation of this kind of account, whenever there are any doubts as to the identity of the User or the information and documents provided.

#### 16.4 Overview

<b>KYC level</b>	<b>Silver Access</b>	<b>SDD</b>	<b>FDD</b>
Maximum annual load limit per card	N/A	€150	€180 000
Maximum annual load limit per wallet	N/A	€150	€180 000
Maximum initial load value per card	N/A	N/A	€5 000
Maximum single load value per card / wallet	N/A	€150	€5 000
Maximum number of single load per day per card	N/A	N/A	3
Maximum daily load value per card	N/A	N/A	€3 000
Maximum total balance per card	N/A	N/A	€15 000
Maximum total balance per wallet	N/A	€150	€15 000

## 17 ID documents and biometric authentication

You confirm that you are authorizing Wakanda Messenger to collect data information to identify you.

## Section 3 – Terms & Conditions Applicable to Wakanda Wallet

You hereby state that you have no objection in authenticating yourself with Basis ID based verification system and consent to provide your ID document and identification documentations for the purposes of using Wakanda Services.

You understand that Wakanda Messenger will ensure security and confidentiality of your personal identity data provided for the purpose of BasisID based verification.

### 18 Consent for OTP

You understand and accept that your operation of registering and opening an account require the use of OTP (One Time PIN) base authentication process for the purpose of using Wakanda Messenger app and services.

### 19 Payment using Wakanda Wallet

#### 19.1 You may be use Wakanda Wallet services to:

- a. Top-up/fund your Wakanda Wallet using available modes
  - Bank transfer
  - Credit/Debit Card
  - Request Money (coming soon)
- b. Make payments to:
  - Other Wakanda Wallet users :
    - i. Individuals
    - ii. Corporates/Businesses
    - iii. Donation/Contribution
- c. Make payments to:
  - Your Wakanda Visa Virtual or Physical Card
  - To pay for the Card issuing fees
  - To pay for the KYC verification process and upgrade your account
- d. Transfer funds via:
  - Bank Transfer
  - Mobile Money/Mobile Wallet
  - Cash Pick-up
  - International Mobile Airtime recharge
  - Money Pool
- e. Money Exchange:
  - From your based currency wallet to another currency
- f. Social Networking activities and contents within Wakanda Messenger:
  - Paid Channel
  - Live Streaming
  - One2One – On-demand services
  - E-Shop purchases

## Section 3 – Terms & Conditions Applicable to Wakanda Wallet

### 19.2 Hold on your Wallet account:

We may set aside or place a hold on your Wallet account in respect of any transaction on the day such transaction is presented to us for payment or on the day we receive notice of such transaction. Such an amount set aside or held is only an estimated sum of the actual transaction and may not be identical to the actual transaction. Should we set aside or hold any amount, your Current Balance in your Wallet account will be reduced by such amounts that we set aside. You may not stop payment on such transactions nor use any sum set aside or held by us. Where applicable, we may set aside or hold such sums for up to 10 days after which we will debit your Wallet Account for the full amount of the actual transaction.

Some of the following scenarios (but not limited to), that may place your account under a debit freeze:

- a. By initiating Wakanda Services - One2One on-demand booking
- b. By initiating a Wakanda service - E-Shop purchase
- c. By initiating any online booking request from a Merchant or third party online, who apply such hold.

### 19.3 Use of Wakanda Wallet Services & Third Party Wallet services

The balance in the Account can be used by you for various purposes including money transfer, recharge, and payment for purchase of goods or services from any merchant/Third Party that is associated/registered with Wakanda Messenger Services. Use of the Account represents a payment instrument used for the above purpose and does not represent sale, resale, or licensing any of the products or the services that Wakanda Messenger reviews, lists, or advertises on its websites/app, and Kemit Kingdom disclaims any responsibility for or liability related to them.

In respect of Third Party Payment products and services, your correspondence and related activities with Third Parties, are solely between you and us. However, Under no circumstances will we be construed to be a party to any Transaction, related to goods/services delivery transactions if any, between you and any third party products or services provider offering/promoting its services into the application.

We do not endorse, sponsor, certify, and are not involved in the provision of such third party products or services and we will not be liable in any way for any products obtained and/or purchased from or services rendered by any such third party. You will not involve us in any claims against or dispute with such third party. Any questions, complaints, or claims related to any Third Party product or service will be directed to the appropriate Third Party.

Wakanda Messenger may provide additional features and services which can be accessed in the Wallet section. These additional features and/or services are for your convenience and ease. You acknowledge that any feature which provides analysis or assistance is based on Transaction history, operation of the Account data, information and content available on the Wakanda app and may not reflect a completely accurate picture since all factors related to such analysis may not always be available in real-time or not existing. Wakanda Messenger will not be held responsible or liable for any decisions made based on such data and analysis. Neither we, the Providers nor the Affiliates will be liable to you (whether based on an action or claim in contract, negligence, tort or otherwise) for any decision made or action taken by you in reliance on or use of any Content. All Content is made available for information purposes only, except where expressly provided otherwise. Specifically, such Content is not intended nor will it be construed as financial, tax or other advice or as an offer,

## Section 3 – Terms & Conditions Applicable to Wakanda Wallet

solicitation or recommendation of securities or other financial products. You acknowledge and agree that the Content is provided by Wakanda Messenger for your personal use and you undertake not to redistribute or transmit all or any of the Content to any third party (whether free of charge or for consideration, in any manner or form whatsoever), without our prior written consent. If some content is uploaded by you on the Wakanda app you will be responsible for such content and you will ensure that such uploaded content does not contravene any applicable laws in force.

### 19.4 Electronic Instructions

You agree that Wakanda Messenger, its Affiliates and its Service Providers will be entitled (but not obliged) to act upon or rely on Electronic Instructions received from your registered communication address and/or using your Security Codes on Wakanda app and hold you solely responsible and liable in respect thereof as if the same were carried out or transmitted by you and you waive all rights and remedies against Wakanda Messenger, its Affiliates and the Service Providers in respect of any loss, damage or expense thereby arising. You will be responsible and will be liable for all Transactions.

Any risk of misunderstanding, error, loss, damage or expense resulting from the use of Wakanda Messenger services are entirely at your own risk and Wakanda Messenger will not be liable therefore.

You irrevocably and unconditionally authorise Wakanda Messenger to access your Account(s) for effecting payment or other transactions performed by you through Wakanda app. Wakanda Messenger will have no obligation to verify the authenticity of any transaction/instruction received or purported to have been received from you through the Wakanda app or purporting to have been sent by you other than by means of authenticating through User ID/Password.

All Electronic Instructions will be deemed to be irrevocable and unconditional upon transmission through Wakanda app and Wakanda Messenger will be entitled (but not obliged) to affect, perform or process such Electronic Instruction(s) without your further consent and without any further reference or notice to you. We are not obliged to give effect to any request to cancel or amend any Electronic Instruction.

In the event you give an instruction to debit your Account for payment of an amount from your Wallet Account, the instruction will be executed on a real time basis unless otherwise specified by Wakanda Messenger. You will not be able to give any instruction to Wakanda Messenger to stop payment from the Account and the amount debited from the Account will not be reversed to the Account.

You will ensure that there are sufficient funds in the Wallet Account for transactions and we will not be liable for any consequences arising out of failure to carry out the instructions due to inadequacy of funds.

### 19.5 Processing of Transactions

Certain facilities/services/Transactions that may be offered by the Wakanda Messenger over the Wakanda app may be carried out instantaneously. However, such facilities/services/Transactions may not be effected instantaneously or may not be available to be carried out instantaneously or otherwise at all times due to failure of the requisite systems and/or discontinuation of the same by the Wakanda Messenger, which will be the sole and absolute discretion of Wakanda Messenger and will also be subject to such limitations and restrictions as mentioned elsewhere in these Terms and Conditions.

You will not hold Wakanda Messenger responsible for not processing/effecting any transactions transmitted by you over the app or any consequences thereof since Wakanda Wallet is only provided



### Section 3 – Terms & Conditions Applicable to Wakanda Wallet

as a convenience to you and Wakanda Messenger neither assumes nor intends to assume any liability for any transactions carried/not carried over the Wallet. Without prejudice to the foregoing, Wakanda Messenger will also not be available during the period the systems of the App are not functioning for any reason whatsoever.

You acknowledge and agree that we may at any time:

- a. at our sole discretion and without stating reasons, require that you identify yourself by alternative means;
- b. require any Electronic Instructions to be confirmed through alternative means;
- c. decline to act on the Electronic Instructions at any time without prior notice or giving any reason, including;
- d. to verify the authenticity thereof; or
- e. where they are ambiguous, incomplete or inconsistent with your other Electronic Instructions or instructions, information and/or data; or
- f. which may have lapsed, been rendered invalid due to failure to comply with applicable conditions or are cancelled by the relevant regulatory or governmental body or Service providers; or
- g. will cause you to exceed your applicable transaction or Account limits, if applicable; or
- h. will result in any insufficiency of funds.

#### 19.6 Rights and obligations of Wakanda Messenger

Wakanda Messenger will execute a payment instruction issued and duly authenticated by you, unless:

- a. The funds available in your Wakanda Wallet are not adequate or properly applicable to comply with the payment instruction we received from you and you have not made any other arrangement to meet the payment obligation.
- b. Your payment instruction is incomplete or it is not issued in the agreed form.
- c. Wakanda Messenger has reason to believe that the payment instruction is issued to carry out an unlawful transaction.
- d. The payment instruction cannot be executed on account of a court order/Third Party partner.
- e. The payment instruction cannot be executed on account because the recipient party exceed is maximum authorized balance in a calendar month.

In addition,

- a. No payment instruction issued by you will be binding on Kemit Kingdom until Kemit Kingdom or its Third Party partner has accepted it. Wakanda Messenger will inform you through such modes as we may be available as soon as practicable the reasons for non-acceptance of the payment instructions.
- b. Wakanda Messenger will, upon execution of every payment instruction executed by it, be entitled to debit your Wakanda Wallet, the amount of the funds transferred together with charges payable thereon.
- c. If the funds transfer is not complete before the end of the timing/settlement date specified to you, Wakanda Messenger will notify you through such modes as may be available.
- d. A duly authenticated record of the transaction after completion of the funds transfer will be recorded in the transaction history statement given to you in the wallet section. Unless disputed by you within 14 (fourteen) days of the Electronic Statement being made available

## Section 3 – Terms & Conditions Applicable to Wakanda Wallet

in the wallet transaction history section, you will not be entitled to dispute the correctness of the execution of the payment order or the amount debited on your Wakanda Wallet.

- e. Wakanda Messenger can immediately block or close your Wakanda Wallet before activation and will not be obligated to provide reason for closure of such accounts if found that the information provided by the Customer was incorrect or not meeting Wakanda Messenger KYC/KYB policies during the account opening or upgrading to a Premium Account. An email will be sent to customer advising him to visit the nearest ATM to collect the credit balance available in all his/her Account including card, before closing these two.
- f. Change in Mobile Number: The Customer has to advise us of any change in your mobile number. The new number will be registered after necessary verification in accordance with the Bank's process and policies.
- g. Loss of Mobile: In case of loss of mobile, the Customer can download the Wakanda app on the new handset and access Wakanda Wallet and Services.

### 19.7 Lost of Mobile Phone/Device

If you lose the Mobile Phone/Device on which you had installed Wakanda app, you will need to reinstall the Wakanda app on your new Mobile Phone/Device and login to the Wakanda app with your existing login credentials. The system session management will identify that change and your older device will be logged out and after that if you would like to definitely block your older device you must contact us, and place a block device request.

### 19.8 Foreign Exchange Transactions

Foreign exchange transactions and exchanges rates: Transactions conducted in Wakanda Messenger can involve foreign exchange, including foreign remittance. Foreign exchange transactions using Virtual and physical Card is applicable as well. The rate of conversion of foreign exchange for transactions through the Virtual Card and physical Card will be as per the Issuer(s) conditions, such charges and fees as may be prescribed by Wakanda Messenger from time to time.

### 19.9 Foreign Account Tax Compliance Act (FATCA)

FATCA for compliance with tax requirements:

#### 19.9.1 Disclosure of information

You authorize us to disclose any personal and account information ("Personal Information"), where such disclosure is required by any applicable laws (including applicable laws imposing any reporting and/or withholding obligations on us such as the United States Foreign Account Tax Compliance Act as may be amended, superseded or replaced), to:

- a. Any of our branches, representative offices, related companies, subsidiaries, or any of our other offices, wherever situated.
- b. Any government, quasi-government, regulatory, fiscal, monetary or other authority, agency body or person, whether in Switzerland or elsewhere.
- c. Any party to whom we are under a duty to disclose or where we in good faith deem it in our interest to make such disclosure.

## Section 3 – Terms & Conditions Applicable to Wakanda Wallet

### 19.9.2 Notification of change in circumstances

You agree to promptly notify us in writing of any change in your particulars, circumstances, status, including any change in citizenship, residence, tax residency, address(es) on record, telephone, and email address.

### 19.9.3 Cooperation with enquiries

You agree to cooperate fully in respect of any enquiry that we may make for the purposes of compliance with any applicable law (including the United States Foreign Account Tax Compliance Act, as may be amended, superseded or replaced, and/or any other reporting and/or withholding requirements of any Government) including promptly providing all relevant information, details and/or documents as may be necessary to enable us to comply with the same.

### 19.9.4 Inconsistent terms

If there is any inconsistency between the terms herein and any other terms governing the relevant product and/or service, the terms herein will prevail insofar as they relate to our compliance with tax, reporting and/or withholding requirements (including but not limited to the United States Foreign Account Tax Compliance Act as may be amended, superseded or replaced).

## 19.10 Nomination

The Nomination facility is available in the Wakanda app. You may elect a Nominee of your choice not being a minor through the Wakanda app itself. You acknowledge that no wet signature will be taken for the purpose of appointing nominee and the online registration will be considered as final and binding. In the event of death of a Wakanda Wallet holder the balance in the Wallet will be handed over to the Nominee as registered in the App. Wakanda Messenger will be discharged from all its liabilities upon handover of the amount to the Nominee. The Nominee will provide documents as may be required by Wakanda Messenger including for identification and proof of death.

## 19.11 Suspension/Closure/Conversion/Termination by K2

We may suspend or terminate your Wakanda Wallet Service and your use of the Wakanda app with or without prior notice to you due to various reasons including:

- f. Death and incapacity and incompetency of the Customer.
- g. More than one Account has been opened by you.
- h. Providing false or incorrect information.
- i. Suspicious transactions while using Wakanda Messenger wallet and associated product (i.e virtual Card and physical Card).
- j. Due to any other legal or regulatory requirements.
- k. If you have stolen money from another user
- l. If you have frightened another user

Where we have not given prior notice, we will as soon as is practicable give notice to you of such termination by such notification methods as we may choose, including via email, by giving notification through the Wakanda app or via publication through any media. Such termination will be effective on and from the date specified in the notice.

### Section 3 – Terms & Conditions Applicable to Wakanda Wallet

If Wakanda Messenger decides to terminate the provision of Wakanda Wallet service, Wakanda Messenger will notify you and transfer the remaining balance from your Wakanda Wallet Account in accordance with the existing process and policy of Wakanda Messenger and the extant guidelines issued by FINMA and upon the balance in your Wakanda Wallet Account becoming zero Wakanda will close your Account. Be aware that fees may apply.

#### 19.12 Procedure in case of death or Incompetence

If we are notified of death or incompetence of a Customer or of a restriction being placed on the Customer, Wakanda Messenger will suspend the user Account and associated Wakanda Wallet service and stop all operations of Wakanda Wallet for that Customer. Any balance remaining in the Customer's Wakanda Wallet Account will be forfeited and will be dealt with at the absolute discretion of Kemit Kingdom, subject to applicable regulations. Kemit Kingdom will not be obliged to enter into any correspondence regarding the same. You agree that you, your legal heirs and administrators (as the case may be) will not hold Kemit Kingdom liable for any loss, damage or expenses arising out of or in connection with the remaining balance in your Wakanda Wallet Account.

Wakanda Messenger's right to suspend or terminate your access to and use of Wakanda app and the associated payment services will be without prejudice to any other rights or remedies which Wakanda Messenger may have under these Terms or any other applicable terms set out by law.

#### 19.13 Termination by the Customer

Will you decide to terminate your use of Wakanda App and associated services:

- a. Prior to delete your account, the balance in the account has to be transferred out and made zero.
- b. You understand that deletion of the Wakanda app alone does not terminate the use of or close the Wakanda Wallet service. If you delete the Wakanda app without removing the remaining balance will continue to remain in your Wakanda Wallet Account for such period as may be applicable as per the policy of Wakanda Messenger. Upon expiry of such period if the Wakanda Wallet Account remains non-operational, the amount lying in the same will be forfeited as per the policy of the FINMA guidelines.
- c. You will not be entitled to any payment, compensation or damages from Wakanda Messenger in relation to the termination of your access to and use of the Wakanda app and/or the associated Payment Services.
- d. Once the Wakanda Wallet is closed no amount by way of refund or otherwise will be credited into the Wakanda Wallet Account or in any other account associated to the Wallet (i.e Card if apply).

You agree that we will not be liable for any loss, damage or expense suffered by you as a result of:

- a. Electronic Instructions being inaccurate, inadequate or incomplete in any way; or
- b. Any failure, refusal, delay or error by any third party through whom any such Electronic

Where we choose to act on Electronic Instructions, we act on a commercially reasonable effort basis and are not responsible for any acts and omissions while acting in a reasonable manner in discharging the Electronic Instructions.

### Section 3 – Terms & Conditions Applicable to Wakanda Wallet

You hereby agree that you will not attempt or permit others to attempt accessing your Account with the Bank through any unauthorised means and you will not part with your User ID and Password and/or Security Codes.

## 20 Terms and Conditions – Wakanda Visa Prepaid Card- EEA Region Customers

### 20.1 Applicability of the terms

These Terms and Conditions are applicable to your Visa Prepaid Card. Please read them carefully before you sign or use the Visa Prepaid Card. When you read these Terms and Conditions bear in mind that "you", "your" and "Cardholder" mean the person holding Wakanda Wallet Account. The words "we", "our", "us" and "Wakanda Messenger" refer Kemit Kingdom and its successors and assigns. The word "Visa Card" refers to "Visa International Prepaid Card".

### 20.2 Applicability of the terms

The Terms and Conditions contained herein form a contract between You and Wakanda Messenger. You will be deemed to have unconditionally accepted these Terms and Conditions and accepted the onus of ensuring compliance with the relevant FCA Regulations, by using a Wakanda Visa Prepaid Card.

These Terms and Conditions will be in addition to and not in derogation of the Terms and Conditions relating to Wakanda Messenger Wallet. You, while making use of any services/facilities relating to the Visa Prepaid Card will at all times continue to be bound by the Terms and Conditions stipulated by Kemit Kingdom from time to time for such services/facilities.

### 20.3 Definitions

Unless otherwise set out, the following terms will have the meaning as set out hereunder. Words denoting the singular include the plural and vice versa; words denoting the masculine gender include the feminine or neuter gender and vice versa; references to persons are to be construed as references to an individual, company or trust as the context requires and vice versa. Clause and other similar headings are for ease of reference and will not affect the interpretation of any provision herein. In this agreement, unless otherwise required:

- a. **"Account"** means and includes Wakanda Wallet, or Visa Prepaid Card Account, or IBAN account.
- b. **"ATM"** means an automated teller machine, you can use your Visa International Prepaid Card to access your funds in your Account.
- c. **"ATM Limit"** means the maximum permissible limit prescribed by the Issuer for all cash withdrawals and/or any other Transaction which you may effect through an ATM in any one day or per transaction.
- d. **"Card Transaction"** means any payment made or any amount charged for any goods, services and/or other benefits by, through or from the use of your Visa Prepaid Card in signature or the PIN or in any other manner, regardless whether a sales draft or other voucher or form is signed by you and whether authorisation has been sought by the Issuer.
- e. **"Card-Not-Present Transaction"** means a Transaction effected in a merchant environment where the Cardholder and the Card are not physically present at the time of usage. Typical

## Section 4 – Terms & Conditions Applicable to Wakanda Visa Prepaid Card

Card-Not-Present transactions include but are not limited to internet-based transactions, mail, telephone or facsimile orders or reservations or recurring payments. All transaction for the Visa Virtual Prepaid Card will be Card-not-present Transactions.

- f. **"Wakanda app"** means Wakanda Messenger mobile application for Mobile Devices that can be downloaded by you from a designated location or application store.
- g. **"Prepaid Card"** with reference to Wakanda Wallet refers to Visa Virtual Prepaid Card (a virtual Prepaid Card will be generated when you activate it in the Wallet section. Visa Card with reference to Wakanda Wallet refers to a Visa International Prepaid Card (a Physical card is replaced for Visa Virtual Prepaid Card on conversion of the physical card ordering).
- h. **"Wakanda Wallet or Wakanda Wallet Account"** means a product offered by Wakanda Messenger through the Wakanda app and is a prepaid payment instrument (non-interest bearing) that may be used by you as a wallet on your Mobile Phone or any other permitted device.
- i. **"Electronic Services"** means any banking and other services or facilities which we and/or any Participant may make available to you from time to time and offered via electronic means, including any card, electronic computerised or telecommunication devices or modes of operating accounts in or outside Switzerland, and where the context requires, also means any PIN and/or Card used to access Electronic Services.
- j. **"VAT or TVA"** means any goods and services tax, including any tax of a similar nature that may replace it or be levied in addition to it, by whatever name called.
- k. **"Information"** means information regarding the money or other relevant particulars relating to you, or any User, or the Account or any Transaction.
- l. **"EEA"** means the European Economic Area.
- m. **"International Transactions"** refers to the transactions performed by you through the Visa Prepaid Card outside the EEA region.
- n. **"Merchant"** means any person, firm or corporation which enters into an agreement Wakanda Messenger, or any member or licensee of Visa International, or any other electronic service provider relating to the use and/or acceptance of a Card in payment to such person whether for goods, services or charges provided or incurred.
- o. **"Participant"** means any person, firm, company or organisation in Switzerland, EEA region or otherwise which, from time to time, participates or is involved, directly or indirectly, in providing Electronic Services or any goods and services in relation to the Card.
- p. **"PIN"** means a PIN generated by the user by SMS (in the Wakanda app) in relation to the use of the Card and/or access of Electronic Services.
- q. **"Point of Sale/POS"** transactions means transactions initiated at Merchants' point of sale terminals.

## Section 4 – Terms & Conditions Applicable to Wakanda Visa Prepaid Card

- r. **"Spending Limit"** means the maximum permissible limit prescribed by us in respect of total Card transactions effected in a day.
- s. **"Terms and Conditions"** mean these Terms and Conditions as amended or supplemented by us.
- t. **"Transaction"** means any transaction or instruction effected or issued, or purported to be effected or issued, by you through the Card and/or Electronic Services.
- u. **"User"** means you.

### 20.4 Wakanda Visa Virtual Prepaid Card

- a. You agree and accept that you must primary perform a KYC (Know Your Customer) or KYB (Know Your Business) for business registered users.
- b. You agree and accept the services that are being provided by us at your request to carry out online transactions through Wakanda Visa Virtual Prepaid Card instructions on your Wakanda Wallet Account, as given by you. You hereby undertake that you will take all necessary precautions to prevent unauthorised and illegal use of the Visa Virtual Card and unauthorised access to your Wakanda Wallet Account.
- c. You have no objection whatsoever, that your billing details are provided to us by merchants to whom you make payment using Wakanda Services.
- d. The Visa Virtual Prepaid Card can be used by you (unless otherwise specified by Wakanda Messenger) at all Internet Websites which display the logos of Visa and/or any other Shared Networks and/or agencies as may be recognised by Wakanda Messenger from time to time and which have the facility of offering goods or services for purchase through Internet Websites.
- e. You agree that a valid Visa Virtual Prepaid Card will mean a Prepaid Card which is currently active on the system and not blocked or hot listed. If a Prepaid Card is hot listed or blocked, you will not be able to carry out any transactions with immediate effect.
- f. You will be responsible for ensuring the availability of the balance and accuracy of the amount and payment details.
- g. You agree that you will make payments as required by the merchant. You will not hold us responsible for the merchant rejecting the payment amount because of incorrect or incomplete entries or for any other reasons whatsoever. You agree that the record of the instructions given and transactions with us will be conclusive proof and binding for all purposes and can be used as conclusive evidence in any proceeding.
- h. You understand and acknowledge that only those websites/merchants who offer a 3D secure or 2nd factor authentication will allow transactions done through the Visa Virtual Prepaid Card.



#### Section 4 – Terms & Conditions Applicable to Wakanda Visa Prepaid Card

- i. You agree that for the purpose of using the Visa Virtual Prepaid Card for an internet purchase, you will provide the card number (PAN), Card Verification Value (CVV) security digits, expiry date of the Visa Virtual Prepaid Card, and a One Time Pin (OTP) which will be sent to your registered mobile number with us.
- j. You agree that unless (i) you enter the complete and correct data/information in the verification field/s in the internet website, you will not be able to make payment using your Visa Virtual Prepaid Card.
- k. In case you wish to cancel a completed transaction due to an error or on account of agreed merchandise return, the earlier transaction must be cancelled with the merchant and a confirmation of the cancelled receipt must be retained in your possession.
- l. Reversal/refund of debits due to such transactions will be processed manually and the confirmation of the cancelled receipt needs to be produced by you, if called for.
- m. You agree that all refunds due to non-delivery of goods or services/rejection of the goods or services will be done at the request of the relevant merchant only. In case of refunds, we will not refund payment processing charges levied, if any, on you for processing of the transaction.
- n. You agree that without prejudice to anything contained anywhere in these Terms and Conditions, we will be under no liability, whatsoever, to you, in respect of any loss or damage arising, directly or indirectly, out of (i) any defect in any goods or services supplied; (ii) the refusal of any merchant to honour or accept the payment through Visa Virtual Prepaid Card; (iii) the malfunction of any computer terminal, any delay/technical failures; (iv) sharing of access details of your account by you or any third party to any unauthorised person; (v) Any misstatement, misrepresentation, error or omission in any details disclosed to us by you; or (vi) Any discrepancy between the amount required to be paid by the respective merchant(s) and the instructions given by you; or (vii) failure of the merchant to raise cancellation/refund request.
- o. You agree that we will not be responsible for any dealings that you may have through internet websites, including but not limited to the supply of goods and services. It must be distinctly understood by you that this Prepaid Card facility is purely a facility for you to purchase goods and/or make use of services, and we hold out no warranty or make no representation about the quality, delivery or otherwise of the merchandise.
- p. You agree that for reasons that the internet website is not capable of accepting all the details required by the Issuer and/or the shared networks to complete the online transaction, the said transaction will not be treated as complete and in which case we will not be held liable for any incomplete/unprocessed/rejected transactions.
- q. You agree that on completion of the online purchase transaction, the amount for which you make an online purchase will be debited from the Visa Prepaid Card immediately.
- r. You agree that we will not be held responsible for the delivery of any item purchased by you or the condition of the item when it is delivered. Our role is restricted to provision of

## Section 4 – Terms & Conditions Applicable to Wakanda Visa Prepaid Card

information and payment services only. All disputes regarding delivery/condition of goods are to be taken up directly with the concerned merchant. We will not, in any way, be responsible for merchandise, merchandise warranty or services purchased, or availed of by you from Merchant Establishments, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by you.

- s. You agree that will you have any complaints concerning any transaction placed through internet website, the matter will be resolved by you with the concerned merchant and failure to do so will not relieve you from any obligations to us. We accept no responsibility for any surcharge levied by any internet website and the same being debited to your Account with the transaction amount. You will at all times take all appropriate steps, including those as mentioned herein, to maintain the security of the Card, ATM PIN and other details pertaining to your Virtual Visa Prepaid Card.
- t. You agree that any dispute or claim regarding the merchandise must be resolved by you with the merchant. The existence of any claim or dispute will not relieve you of your obligation to pay all the charges and you agree to pay promptly such charges, notwithstanding any dispute or claim, whatsoever. Any financial liability arising out of any dispute and/or fraudulent internet transaction will rest solely on you and may result in cancellation of the Virtual Visa Prepaid Card and we will not be held liable for the same.
- u. In case of any dispute, we reserve the right to suspend any merchant/master merchant either temporarily or permanently. During this period, the Debit Card facility will not work for all such suspended merchants.
- v. We reserve the right to change, at any time, these Terms and Conditions, features and benefits offered to you including, without limitation to, changes which affect existing balances, charges or rates and methods of calculation. You agree that charges, if any, for the Virtual Visa Prepaid Card facility and related services will be at our sole discretion and will be at the liberty to vary the same from time to time. We will communicate all the amended Terms and Conditions by hosting the same on our website, [www.wakandamessenger.com](http://www.wakandamessenger.com), or in any other manner as decided by the Issuer. You will be liable for all charges incurred and all other obligations under these revised Terms. You will be responsible for regularly reviewing these Terms and Conditions including amendments thereto as may be posted on the website and will be deemed to have accepted the amended Terms and Conditions by continuing to use the direct debit facility.
- w. We may, at our sole discretion, utilise the services of external service provider/s or agent/s and on such terms as required or necessary, in relation to the products/services made available by us.
- x. You agree that we will at our own discretion withdraw at anytime the Virtual Visa Prepaid Card facility, or any services provided hereunder, in respect of any or all the account(s) without assigning any reason whatsoever, without giving you any notice.

## Section 4 – Terms & Conditions Applicable to Wakanda Visa Prepaid Card

### 20.5 Electronic Services

The Virtual Visa Prepaid Card can only facilitate electronic transactions through Visa participating Merchants and Wakanda App services.

### 20.6 Use of Visa Virtual Prepaid Card

This Visa Virtual Prepaid Card can only be used at Visa participating merchants.

## 21 Limit

### 21.1 Spending Limit

The limit in case of Visa Virtual Prepaid Card is as follow.

#### *EUR Card*

KYC level	SDD per day	SDD per 4 days	SDD days 30	FDD per day	FDD per 4 days	FDD per 30 days
Card to card	N/A	N/A	N/A	€1 500	N/A	N/A
POS - maximum number transactions	N/A	N/A	N/A	30	N/A	N/A
POS - maximum single transaction value	N/A	N/A	N/A	€5 000	N/A	N/A
POS - maximum total transaction value	N/A	N/A	N/A	€5 000	N/A	N/A
ATM - maximum number withdrawals	N/A	N/A	N/A	5	N/A	N/A
ATM - maximum single withdrawal value	N/A	N/A	N/A	€1 000	N/A	N/A
ATM - maximum total withdrawal value	N/A	N/A	N/A	€3 000	N/A	N/A
Average projected daily spend	N/A	N/A	N/A	€500	N/A	N/A

#### *GBP Card*

KYC level	SDD per day	SDD per 4 days	SDD days 30	FDD per day	FDD per 4 days	FDD per 30 days
Card to card	N/A	N/A	N/A	GBP1 300	N/A	N/A
POS - maximum number transactions	N/A	N/A	N/A	30	N/A	N/A
POS - maximum single transaction value	N/A	N/A	N/A	GBP4 300	N/A	N/A

## Section 4 – Terms & Conditions Applicable to Wakanda Visa Prepaid Card

POS - maximum total transaction value	N/A	N/A	N/A	GBP4 300	N/A	N/A
ATM - maximum number withdrawals	N/A	N/A	N/A	5	N/A	N/A
ATM - maximum single withdrawal value	N/A	N/A	N/A	GBP 870	N/A	N/A
ATM - maximum total withdrawal value	N/A	N/A	N/A	GBP2 600	N/A	N/A
Average projected daily spend	N/A	N/A	N/A	GBP 430	N/A	N/A

### 21.2 Charges Limit

You may perform a Visa Virtual Prepaid Card Transaction only if there are sufficient funds in your card Account to cover such transactions and the total charges incurred will not exceed the Spending Limit. You will not effect or attempt to perform any Visa Virtual Prepaid Card Transaction that will result in your Spending Limit being exceeded. We may also refuse to authorise any transaction that you wish to effect even if such transaction will not cause your Spending Limit to be exceeded.

The limit in case of Visa Virtual Prepaid Card is as follow.

Your Account	KYC level	Anonymous	SDD	FDD
(EUR)				
Maximum annual load limit per card		N/A	N/A	€180 000
Maximum annual load limit per wallet		N/A	€1 800	€180 000
Maximum initial load value per card		N/A	N/A	€5 000
Maximum single load value per card / wallet		N/A	€150	€5 000
Maximum number of single load per day per card		N/A	N/A	3
Maximum daily load value per card		N/A	N/A	€3 000
Maximum total balance per card		N/A	N/A	€15 000
Maximum total balance per wallet		N/A	€150	€15 000

Your Account	KYC level	Anonymous	SDD	FDD
(GBP)				
Maximum annual load limit per card		N/A	N/A	GBP 155 000
Maximum annual load limit per wallet		N/A	GBP 1 500	GBP 155 000
Maximum initial load value per card		N/A	N/A	GBP 4 300
Maximum single load value per card / wallet		N/A	GBP 130	GBP 4 300

## Section 4 – Terms & Conditions Applicable to Wakanda Visa Prepaid Card

Maximum number of single load per day per card	N/A	N/A	3
Maximum daily load value per card	N/A	N/A	GBP 2 600
Maximum total balance per card	N/A	N/A	GBP 13 000
Maximum total balance per wallet	N/A	GBP 130	GBP 13 000

### 21.3 Hold on Virtual Prepaid Card Account

We may set aside or place a hold on your Virtual Prepaid Card Account in respect of any transaction on the day such transaction is presented to us for payment or on the day we receive notice of such transaction. Such an amount set aside or held is only an estimated sum of the actual transaction and may not be identical to the actual transaction. Should we set aside or hold any amount, the available balance in your Card account will be reduced by such amounts that we set aside. You may not stop payment on such transactions nor use any sum set aside or held by us. Where applicable, we may set aside or hold such sums for up to 10 days after which we will debit your Visa Virtual Prepaid Card for the full amount of the actual transaction.

Some of the following scenarios (but not limited to), that may place your Prepaid Card account under a debit freeze:

- a. By initiating Wakanda Services - One2One on-demand booking
- b. By initiating a Wakanda service - E-Shop purchase
- c. By initiating any online booking request from a Merchant or third party online, who apply such hold.

### 21.4 Duty to Notify Us

You must notify us immediately if (a) the Visa Virtual Prepaid Card is used by any other person or (b) any other event occurs which will, under these Terms and Conditions, allow us to suspend or cancel the use of the Visa Virtual Prepaid Card Card or the Electronic Services.

You may notify us of the loss/theft of mobile or unauthorised use by hotlisting the Visa Virtual Prepaid Card from the Wakanda app or call our 24 hour Customer Service Hotline at +41 56 588 00 13 or by notifying us by sending a text message from Wakanda Messenger app.

## 22 Wakanda Physical Visa International Prepaid Card – EEA Customer

### 22.1 Order a Wakanda Physical Visa Prepaid Card

Once you request for a Physical Visa International Card in the Wakanda app, a Visa International Prepaid Card will be mailed to your home address registered in our records. Your home address shall be within any of the EEA active countries were Wakanda Messenger is issuing card. You will ensure that the same is received in a sealed package. We are not liable for any loss or damage which you may suffer if you fail to receive the Visa International Prepaid Card.

## Section 4 – Terms & Conditions Applicable to Wakanda Visa Prepaid Card

### 22.2 Activation

To activate your Visa International Prepaid Card, you will have to generate a Personal Identification Number (PIN) by sending a text message or from the Wakanda app. This PIN will enable access to your Visa International Prepaid Card at ATMs and POS. For security reasons, the Card is being sent as 'inactive' for usage across channels. You understand that activation of your Visa International Prepaid Card is required for confirmation of the home address provided by you. You should activate your Visa International Prepaid Card within ninety (90) days of request of your Visa International Prepaid Card, failing which the Issuer may block your account disallowing debit and credit transaction. You acknowledge and agree that You cannot perform any transaction in the Card Account until You activate your Visa International Prepaid Card.

After activation of your Visa International Prepaid Card, the Visa Virtual Prepaid Card will cease to exist.

### 22.3 Usage Guidelines

You may have the option to upgrade your virtual card to a physical card. When you upgrade to a physical card, you may have primary perform a KYC (Know Your Customer) or a KYB (Know Your Business) for business registered users.

Your Visa Prepaid Card is extremely versatile and simple to use. The physical card may be used in shops and retail locations where you are physically present or for online and other distance transactions. Your physical card can also be used to make cash withdrawals from ATMs. You must ensure that you have sufficient available balance to pay for each purchase you make.

### 22.4 Your Visa International Prepaid Card

You acknowledge, represent and warrant that the PIN delivered to you provides access to your physical Card and that you accept the sole responsibility for use, confidentiality and protection of the PIN. You will at all times take all appropriate steps as mentioned herein to maintain the security of the PIN.

Wakanda Messenger may, following the occurrence of any event (Loss/stolen Prepaid Card) issue a new PIN and charge a replacement fee. Subject to the provisions stated herein and as specified by Wakanda Messenger from time to time, you will not hold us liable in case of any improper/fraudulent/unauthorised/duplicate/erroneous use of your Visa Prepaid Card and/or the PIN. Wakanda Messenger will also not be liable for any consequences connected with the use/misuse of your Visa Prepaid Card by any third party due to your Card falling in the hands of any third party or the PIN coming to the knowledge of any third party. If any third parties gain access to the services, including the Wallet, you will be responsible and will indemnify Wakanda Messenger against any liability, costs or damages arising out of such misuse/use by third parties based upon or relating to such access and use or otherwise.

### 22.5 ATM Usage

You can use your Visa Prepaid Card as a regular ATM Card to withdraw cash at Visa ATM, displaying the Visa logo. For a comprehensive list of all Visa ATMs across the world, please visit the Visa website at [www.visa.com](http://www.visa.com).

## Section 4 – Terms & Conditions Applicable to Wakanda Visa Prepaid Card

Subject to availability of balance in your Account, a per day cash withdrawal limit through the ATM will be determined by the Issuer from time to time.

In case you are unable to withdraw cash from any Visa ATM, try keying in a lower amount (as some ATMs have a cash disbursement limit) or try after a few minutes (as the network server may be down).

### 22.6 Card features

Different type of transactions available with your card at Point of sale (POS)

- PayWave - Look for a Visa/Visa payWave sign at the Point-of-Sale merchant establishment. The merchant must have a Visa payWave enabled terminal, wave the card close to merchant payWave enabled reader/terminal.
- PIN - Do note that since signature/PIN verification is required for your Visa Prepaid Card, you need to be physically present along with your Card at the time of purchase.
- ApplePay – Look for a ApplePay sign at the Point-of-Sale merchant establishment. The merchant must have an ApplePay enabled terminal, wave your mobile phone close to merchant ApplePay enabled reader/terminal.

Visa International Prepaid Card is accepted only at all Visa supported Point-of-Sale terminals at merchant establishments, which display the Visa logo. You must sign the sales slip and retain your copy of the sales slip whenever the Card is used at merchant establishments on Point of Sale terminals. We will not furnish copies of the sales slip. Any sales slip not personally signed by you but which can be proven, as being authorised by you will be deemed to be your liability.

We will not accept any responsibility for any dealings the merchant may have with you, including but not limited to the supply of goods and services so availed or offered. Should you have any complaint relating to any Visa supported Card merchant establishment, you will resolve the matter with the merchant establishment and failure to do so will not relieve you from any obligations to us. If you decide to cancel your purchase and not accept the goods after the Card is used, ensure that the merchant cancels the transaction immediately and the cancellation slip is handed over to you. Any cancellation thereafter will be routed as a 'chargeback' on the merchant through the acquiring bank and will take the time required to complete the process. There can be no guarantee of full/partial return of the amount.

We accept no responsibility for any charges levied by any merchant establishment over and above the value/cost of transactions and debited to your Account along with the transaction amount.

A purchase and a subsequent credit for cancellation of goods/services are two separate transactions. The refund will only be credited to your account (less cancellation charges) as and when it is received from the merchant. If the credit is not posted to your account within 30 days from the date of cancellation, you must notify us, along with a copy of the cancellation slip from the merchant.

### 22.7 Taking Care of your Visa Prepaid Card

Following these simple guidelines will ensure that using your Visa Prepaid Card is pleasant experience.

- a. Treat your Visa Prepaid in the same way you treat cash. Keep it with you at all times and never leave it unattended.

## Section 4 – Terms & Conditions Applicable to Wakanda Visa Prepaid Card

- b. Your Visa Prepaid Card is for your exclusive use only. It should never be surrendered to anyone.
- c. Never reveal or surrender your personal identification number (PIN) to anyone. Please destroy all evidence of the PIN after memorizing it. Do not write it on the Card and never keep a written copy of it in close proximity to your Card. We recommend that you change the PIN to a number of your choice as soon as possible and thereafter at regular intervals. Please note that your PIN can be changed at an ATM and/or in the Wakanda App.
- d. In case your Card is lost/stolen or if you suspect that your card has been used fraudulently, as a first measure - block the card in the Wakanda app. In case you cannot access the app, call the IVR Customer Service Number at (will be announced once the card program will be live) and select the lost option.
- e. In case you need your physical Card to be reissued or terminated, kindly log in to the Wakanda app for blocking or requesting reissuance of your physical Card.
- f. A replacement of your physical Card will be provided to you within indicated time lines and at applicable tariffs. Upon the expiry of your physical Card or closure of your account, please cut your physical Card into several pieces through the magnetic strip.
- g. Always ensure that the physical Card is used in your presence when transacting at merchant establishments. Never sign an incomplete charge slip.
- h. It is imperative that you read the Card Terms and Conditions before using your Card. Please refer to the schedule of service charges for details of applicable charges and fees.
- i. You will have to log in to the Wakanda app for reissuance of your physical Debit Card, and manual request for reissuance is not available.

### 22.8 Replacement of PIN

Following the occurrence of any lost or stolen physical Card, you may request a new physical Card and generate a new PIN by SMS or the Wakanda app. We reserve the right to charge a replacement fee as applicable in case of re-issuance of physical Card from time to time. Please refer to our Rates and Fees page for applicable charges. The limit in case for the physical Card is as follow.

#### *EUR Card*

KYC level	SDD per day	SDD per 4 days	SDD 30 days	FDD per day	FDD per 4 days	FDD per 30 days
Card to card	N/A	N/A	N/A	€1 500	N/A	N/A
POS - maximum number transactions	N/A	N/A	N/A	30	N/A	N/A
POS - maximum single transaction value	N/A	N/A	N/A	€5 000	N/A	N/A



## Section 4 – Terms & Conditions Applicable to Wakanda Visa Prepaid Card

POS - maximum total transaction value	N/A	N/A	N/A	€5 000	N/A	N/A
ATM - maximum number withdrawals	N/A	N/A	N/A	5	N/A	N/A
ATM - maximum single withdrawal value	N/A	N/A	N/A	€1 000	N/A	N/A
ATM - maximum total withdrawal value	N/A	N/A	N/A	€3 000	N/A	N/A
Average projected daily spend	N/A	N/A	N/A	€500	N/A	N/A

### GBP Card

KYC level	SDD per day	SDD per 4 days	SDD days 30	FDD per day	FDD per 4 days	FDD per 30 days
Card to card	N/A	N/A	N/A	GBP1 300	N/A	N/A
POS - maximum number transactions	N/A	N/A	N/A	30	N/A	N/A
POS - maximum single transaction value	N/A	N/A	N/A	GBP4 300	N/A	N/A
POS - maximum total transaction value	N/A	N/A	N/A	GBP4 300	N/A	N/A
ATM - maximum number withdrawals	N/A	N/A	N/A	5	N/A	N/A
ATM - maximum single withdrawal value	N/A	N/A	N/A	GBP 870	N/A	N/A
ATM - maximum total withdrawal value	N/A	N/A	N/A	GBP2 600	N/A	N/A
Average projected daily spend	N/A	N/A	N/A	GBP 430	N/A	N/A

## 22.9 Charges Limit

You may perform a Transaction with your Visa physical card only if there are sufficient funds in your card Account to cover such transactions and the total charges incurred will not exceed the Spending Limit. You will not effect or attempt to perform any transaction that will result in your Spending Limit being exceeded. We may also refuse to authorise any transaction that you wish to effect even if such transaction will not cause your Spending Limit to be exceeded.

The limits of your physical Card is as follow.

Your Account (EUR)	KYC level	Anonymous	SDD	FDD
Maximum annual load limit per card		N/A	N/A	€180 000
Maximum annual load limit per wallet		N/A	€1 800	€180 000

## Section 4 – Terms & Conditions Applicable to Wakanda Visa Prepaid Card

Maximum initial load value per card	N/A	N/A	€5 000
Maximum single load value per card / wallet	N/A	€150	€5 000
Maximum number of single load per day per card	N/A	N/A	3
Maximum daily load value per card	N/A	N/A	€3 000
Maximum total balance per card	N/A	N/A	€15 000
Maximum total balance per wallet	N/A	€150	€15 000

Your Account (GBP)	KYC level	Anonymous	SDD	FDD
Maximum annual load limit per card		N/A	N/A	GBP 155 000
Maximum annual load limit per wallet		N/A	GBP 1 500	GBP 155 000
Maximum initial load value per card		N/A	N/A	GBP 4 300
Maximum single load value per card / wallet		N/A	GBP 130	GBP 4 300
Maximum number of single load per day per card		N/A	N/A	3
Maximum daily load value per card		N/A	N/A	GBP 2 600
Maximum total balance per card		N/A	N/A	GBP 13 000
Maximum total balance per wallet		N/A	GBP 130	GBP 13 000

### 22.10 Hold on Prepaid Card Account

We may set aside or place a hold on your Prepaid Card Account in respect of any transaction on the day such transaction is presented to us for payment or on the day we receive notice of such transaction. Such an amount set aside or held is only an estimated sum of the actual transaction and may not be identical to the actual transaction. Should we set aside or hold any amount, the available balance in your Card account will be reduced by such amounts that we set aside. You may not stop payment on such transactions nor use any sum set aside or held by us. Where applicable, we may set aside or hold such sums for up to 10 days after which we will debit your Visa Prepaid Card for the full amount of the actual transaction.

Some of the following scenarios (but not limited to), that may place your Prepaid Card account under a debit freeze:

- a. By initiating Wakanda Services - One2One on-demand booking
- b. By initiating a Wakanda service - E-Shop purchase
- c. By initiating any online booking request from a Merchant or third party online, who apply such hold.

## Section 4 – Terms & Conditions Applicable to Wakanda Visa Prepaid Card

### 22.11 Duty to Prevent Loss/Theft/Fraud

Your Visa Prepaid Card remains the property of its Issuer at all times and the card must be destroyed by you on our request or on cancellation or termination of the Visa Prepaid Card. You must keep your card securely and ensure that your card number (PAN) and PIN are not disclosed to any other person. The Prepaid Card is to be used solely by you and must not be transferred or pledge as security in any way.

### 22.12 Recovery of Lost/Stolen physical Card

If you recover the lost or stolen physical card, you must immediately either return the said physical card to us cut in half through the magnetic strip without using it or cut it and throw it directly in a bin.

### 22.13 Replacement of physical Prepaid Card

Following the occurrence of any event mentioned above, we may at our discretion make available the “Request a New Physical Card” option available in the Wakanda app, and our Interactive Vocal Responder service (IVR).

### 22.14 Liability for transactions

All your card transactions are generated in real time daily and are available within the Wakanda app in the Visa Prepaid Card section in the Wallet Menu. The “Transaction History” Statement list all transactions undertaken by you on the Account in a month period.

### 22.15 Earmarking Of Account Balance

Even if we have agreed otherwise in any other agreement relating to the Account; we will be entitled to retain the balance on any/all your Account/s for up to seven (14) days after the date when your Account is closed or terminated (whether by you or by us). Our rights under this Agreement will not cease after the termination of the Account/s; and we have the right to continue debiting your Account/s with overdraft charges (if any) and/or Card transactions effected before or after the closure or termination of the Account. Your liability (and the liability of all other persons, if any, in whose name the Account is maintained) to us under this Agreement for any balance due to us will continue.

### 22.16 Charges and Fees

The fees and charges associated with your Wakanda physical Card is an integral part of the Agreement. All fees and charges are described below.

#### *EUR Card - Fees*

<b>FEES AND CHARGES</b>	<b>PHYSICAL CARD</b>	<b>VIRTUAL CARD</b>
Periodic Fees		
Card Purchase	€15.00	€5.00
Shipping	Included into the Physical Card Issuance fee	

## Section 4 – Terms & Conditions Applicable to Wakanda Visa Prepaid Card

Monthly maintenance	€0.30	€0.30
International ATM withdrawal	€3 + 3%	
Domestic ATM withdrawal	€1.00	
International POS	3%	
Domestic POS	Free	
Wakanda wallet load	2%	
Debit card load	4%	
Credit card load	4%	
Bank load	2% From €0 to €5 000	
Wakanda Card to Wakanda Card	Free	
Peer to peer transfer	€0.90 per transaction - SEPA - Visa Direct	
FX mark up	5%	
Card replacement fee	€15.00	
Account closure / redemption	Free	
Dispute fee	Free	
Chargeback fee	Free	

### GBP Card - Fees

FEES AND CHARGES	PHYSICAL CARD	VIRTUAL CARD
Periodic Fees		
Card Purchase	GBP 12.99	GBP 4.50
Shipping	Included into the Physical Card Issuance fee	
Monthly maintenance	GBP 0.25	GBP 0.25
International ATM withdrawal	GBP 2.60 + 3%	
Domestic ATM withdrawal	GBP 0.90	
International POS	3%	

## Section 4 – Terms & Conditions Applicable to Wakanda Visa Prepaid Card

Domestic POS	Free	
Wakanda wallet load	2%	2%
Debit card load	4%	4%
Credit card load	4%	4%
Bank load	2% From 0 to GBP 4 500	
Wakanda Card to Wakanda Card	Free	
Peer to peer transfer	0.80 per transaction -SEPA -Visa Direct	
FX mark up	5%	
Card replacement fee	GBP 12.99	
Account closure / redemption	Free	
Dispute fee	Free	
Chargeback fee	Free	

### 22.17 Other charges

In addition to the above, we may also debit your Account and/or any Account you maintain with us where applicable for the following charges including but not limited to:

- a. Administrative fees for KYC renewal including ID verification and documents.
- b. Cancellation fees for "no show reservations", a charge for cancelling or failing to fulfil an airline or hotel reservation secured through your Visa Prepaid Card.
- c. Service charge/administration fees for any action taken by us in carrying out any of your instructions and/or requests relating to your account, whether such service or action is referred to or contemplated in these Terms and Conditions or otherwise.
- d. Charges, fees, withdrawals and payments for the provision and/or use (authorised or unauthorised) of Electronic Services and any other liabilities to, and loss suffered by, us as a result of the provision and/or use of Electronic Services.
- e. In addition, operators of shared networks may impose an additional charge for each use of their ATM/POS Terminal/other device, and any such charge along with other applicable fees/charges will be deducted from the Account. There may be separate service charges levied for such facilities as may be announced by the Issuer from time to time and deducted from the Account.

## Section 4 – Terms & Conditions Applicable to Wakanda Visa Prepaid Card

- f. You also authorize the us to deduct from your Account, and indemnify us against any expenses it may incur in collecting money owed to it by you in connection with the Card (including without limitation reasonable legal fees). In addition Wakanda Messenger may levy service and other charges for use of the Prepaid Card, which will be notified to you from time to time.

### 22.18 Right to Vary Charges

We may at our discretion vary the rate or amount of any charge or fee payable under this agreement by prior communication to you. A period will be specified after which you will be deemed to have accepted the change and the revised charges/fee will become applicable. Details of the applicable fees and charges will be displayed on the website in the terms and conditions.

### 22.19 Levy and Recovery of Charges

Wakanda Messenger reserves the right to charge and recover from you, service charges for providing and utilizing the Visa Prepaid Card. You hereby authorize Wakanda Messenger to recover the service by debiting the Account or any other account/s you may hold with Wakanda Messenger. Your failure to do so will result in recovery of the service charges in a manner that Wakanda Messenger may suspend your Visa Prepaid Card, without any liability to Wakanda Messenger.

### 22.20 Termination of the Use of Your Visa Prepaid Card and Account

#### 22.20.1 Our Right to terminate

We may suspend or terminate your Prepaid Card or Account or your usage of Electronic Services at any time with/without having to give any reasons or notice. Upon termination, you will not use or attempt to use the Prepaid Card. Any such use will be fraudulent. If the use of the Prepaid Card is terminated by us for any reason, it will be disabled from the Wakanda app. You must also either return us the physical card cut in half through the magnetic strip or cut it and throw it directly in a bin. There will be no refund of any fees payable upon the termination of the Card for any reason.

#### 22.20.2 Your Right to Terminate

You may terminate your Visa Prepaid Card or your use of Electronic Services at any time by placing a “Request Terminate Card” available option in the Wakanda app or by giving us a written notice by email, and either return us the physical card cut in half through the magnetic strip or cut it and throw it directly in a bin. Your card will be disabled from the Wakanda app. Upon termination, you will not use or attempt to use the PIN and/or Card. Any such use will be considered fraudulent.

#### 22.20.3 Obligations Upon Termination

Upon the termination of your Account for whatever reason, you will not continue to use your Card. Your obligations under this Agreement will continue and we will remain entitled to debit the Account you maintain with us for any Transactions that are carried out before or after the termination of your Account. Until such transactions and any overdraft charges that may be imposed are paid in full, you (and any other person, if any, in whose name the Account is maintained) will remain liable to us.

## Section 4 – Terms & Conditions Applicable to Wakanda Visa Prepaid Card

### 22.20.4 Liability of Wakanda Prepaid Cardholder

You will be liable for, and will pay, us, on demand, the balance due to us on your Account, including all charges debited to your account in accordance with this agreement or any other agreement between you (whether alone or jointly with other person or persons) and us.

### 22.21 Exclusions and Exceptions

#### 22.21.1 Non-Acceptance

We are not liable in any way:

- a. should your Card(s) or PIN(s) be rejected by a merchant or any terminal used to process your Card transactions or if we refuse for any reason to authorise any Card transaction;
- b. for any malfunction, defect or error in any terminal used to process Card transactions, or other machines or system of authorisation whether operated by us or other persons;
- c. for any delay or inability on our part to perform any of our obligations under this Agreement or otherwise if such delay or inability arises from a failure of, or any unauthorised and/or unlawful access to any machine, data processing system, transmission link or arising from any electronic, mechanical system, data processing or telecommunication defect or failure, power and electricity failure, act of God, civil disturbance, war or warlike hostilities, civil commotions, riots, blockades, embargoes, sabotage, strikes, lockouts, fire, flood, shortage of material or labour, delay in deliveries from sub-contractors or any event outside our control or the control of any of our agents or contractors or any fraud or forgery or;
- d. for any damage to or loss or inability to retrieve any data or information that may be stored in your Card or any microchip or circuit or device in your Debit Card;
- e. for our compliance with any instruction given or purported to be given by you relating to Electronic Services, notwithstanding that the integrity of the information comprised in such instruction may have been compromised or impaired during transmission, provided that such compromise or impairment will not have been apparent to a reasonable person receiving such instruction;
- f. if you are deprived of the use of any Electronic Services as a consequence of any action by us and/or any Participant; or
- g. any Electronic Service not being available due to system maintenance or breakdown/non availability of any network; or
- h. for any equipment or software providers, any service provider, any network providers (including but not limited to telecommunications providers, Internet browser providers and Internet access providers), any Participant, or any agent or subcontractor of any of the foregoing.

In the event, we are not liable for anything done or omitted to be done except in the case of our gross negligence or willful default.

## Section 4 – Terms & Conditions Applicable to Wakanda Visa Prepaid Card

### 22.21.2 Problems with Goods and Services

We are not liable in any way should you encounter any problems with the goods and services that you obtain through the use of your Prepaid Card or Electronic Services nor are we responsible for any benefits, discounts or programmes of any merchants that we may make available to you. Notwithstanding the non-delivery or non-performance or defects in any such goods and services, we will be entitled to debit your account you maintain with us for the full amount pursuant to that card transaction. You will settle any dispute with the provider of the goods and services.

### 22.21.3 No Liability for Consequential Loss

Neither we nor the Issuer or any Participant will be responsible in any way for any direct, indirect, special or consequential, economic or other damages arising in any way from the provision and/or use of electronic services or your usage of the Prepaid Card.

### 22.21.4 No Liability for Card-Not-Present Transactions

We may, in our discretion and without giving prior notice approve or authorize such Card-Not-Present transactions in which event you will be liable for all Card-Not-Present transactions effected through the use of your Prepaid Card for any reason. We will not be liable to you in any way for any authorization done in connection with Card-Not-Present transactions.

### 22.21.5 Conclusiveness of Documents

Any of our records relating to your card transactions with your signature or authorised by your PIN are conclusive evidence of their accuracy and authenticity and will be binding on you for all purposes. You will also notify us if you discover any errors or inaccuracies in any card statement of your transaction history. Unless disputed by you within 14 (fourteen) days after the transaction occurs, the same will be deemed to be correct.

### 22.21.6 Electronic Services

You may use your Prepaid Card and/or PIN for effecting authorised transactions, including your Visa physical Card transactions through the ATM and/or Card Not Present transactions made by using your Virtual Card (domestic internet purchase transactions), and/or for utilising other Electronic Services, which also include Wakanda Messenger Services provided to you by us and/or third party, that includes other users. No other person is allowed to use your Card and/or PIN to make any transactions. We may determine at our sole discretion the facilities that you may utilise using your PIN. Should we decide to, we may also modify any such facilities at our sole discretion.

You will not record the PIN in any form so as to avoid the possibility of the PIN becoming known to a third party. You grant express authority to the Issuer for carrying out transactions and instructions authenticated by the PIN and will not revoke the same. Wakanda Messenger nor its Issuer has no obligation to verify the authenticity of the transaction instruction sent or purported to have been sent from you other than by means of verification of the PIN.

### 22.21.7 Use of your Visa Prepaid Card

You undertake not to use your Visa Prepaid Card for making payment for any illegal purchases i.e. purchases of items/services not permitted by law and International Law as per extant regulations.

Wakanda Messenger



## Section 4 – Terms & Conditions Applicable to Wakanda Visa Prepaid Card

You agree to hold us harmless if any other person obtains possession of the PIN. You will safeguard any PIN generated by you and follow every procedural, security and other requirement and notice of ours and/or the relevant Participant regarding their use, or, as the case may be, you will comply with the provisions of this clause regarding any PIN. You will notify us immediately if:

- a. Any PIN is disclosed to any person.
- b. Any usage by any other person.
- c. Any other event occurs which will, under the terms of this Agreement, allow us to suspend or cancel the use of Electronic Services. After receipt of any such notice purporting to come from you, we may suspend or cancel your use of Electronic Services at any time.

You will notify us immediately (through the Wakanda app, and IVR service or any other mode as may be available) if any other event occurs which will, under the terms of this Agreement, allow us to suspend or cancel the use of Electronic Services. After receipt of any such notice purporting to come from you, we may suspend or cancel your use of Electronic Services at any time.

### 22.22 Amendments

#### 22.22.1 Charges to the Terms and Conditions

We may change the contents of this agreement and/or create new Terms and Conditions at any time by notifying you of the changes. The changes will take effect on the date specified in the notice. Should you continue to keep or use the Prepaid Card/or Electronic Services after the specified date, you will be deemed to have accepted the changes without reservation. If you do not accept the changes, you must stop using the Prepaid Card and/or Electronic Services and terminate this agreement.

#### 22.22.2 Publication of Changes

We may notify you of any changes to these Terms and Conditions by publishing such changes on our website or by displaying them in the Wakanda app. We may however choose to inform you by other means of communication.

### 22.23 Disclosure of information

#### 22.23.1 Parties to Whom Disclosure May Be Made

You authorize us to disclose any particulars of your Account/s and/or your use of the Prepaid Card to:

- a. Any person or organization participating in the provision of electronic or, without limitation, other services in connection with Wakanda services or usage or loyalty benefits made available or utilized by you, for the purpose of the operation of the said services, including but not limited to investigating discrepancies, errors, or claims;
- b. Card processors or Payment Service Providers; outsourced agents appointed by us for the purpose making printing, mailers or any other documents or items on which your name and/or other particulars appear, or any data or records or any documents whatsoever;
- c. Any information garnering or processing organization or department or consultant conducting survey(s) or analyses or developing system applications on our behalf;

## Section 4 – Terms & Conditions Applicable to Wakanda Visa Prepaid Card

- d. Any person or organization for the purpose of marketing or promoting any services or products whether our own or tied up by us;
- e. Visa International;
- f. Any of our related corporations, means any of our subsidiaries, our holding company and any subsidiaries of our holding company;
- g. Any government agency or authority or courts of the jurisdiction where any of our corporations are situated; or
- h. Any person or organization for the purpose of collecting or recovering on our behalf, or securing for your benefit or repaying on your behalf, any sums of money owed to us by you;
- i. Any Participant or third party which has legitimate business purpose for obtaining such information, including offering your products or services in connection with or to facilitate the use of Electronic Services; to any person using the Electronic Services purporting to be you; where such disclosure is necessary to complete any transaction.

### 22.23.2 Acknowledgment

You acknowledge that:

- a. There may be inadvertent disclosure of information; by us and/or any of our officials in the course of providing information, whether to third parties in Switzerland or otherwise, relevant to transactions made or purported to be made by you and you consent to such inadvertent disclosure and
- b. equipment and software providers, service providers, network providers (including but not limited to telecommunications providers, Internet access providers) and third parties may have or be able to gain access to any Information transmitted over the relevant system, and you agree not to hold us liable in any way in this respect.
- c. to ensure your interest, we may record on camera or on videotape, at our own discretion the access to and the presence of any person while availing the use of the Prepaid Card. All records maintained by us, in electronic or documentary form of the instructions from you and such other details (including but not limited to payments made or received), and all camera/video recordings made as mentioned above will as against you, be deemed to be conclusive evidence of such instructions and such other details.

### 22.23.3 No Liability for Disclosure Permitted Under Terms and Conditions

Neither we nor any of our officials will be liable for any loss or damage suffered by you or as a result of any disclosure of any information which you have consented to us and/or any of our officials disclosing.

### 22.23.4 Provision of information

You will provide us with any information or documentation that we may reasonably request relating to your use of Prepaid Card or the Electronic Services and will cooperate with us in any related investigation or litigation. If the information is not provided or if information provided is incorrect, we may at our discretion refuse or reissuance of your Prepaid Card or cancel the Prepaid forthwith.

## Section 4 – Terms & Conditions Applicable to Wakanda Visa Prepaid Card

### 22.23.5 Consent Clause

You hereby expressly authorise us to disclose at any time and for any purpose any information whatsoever relating to my/our particulars, Account, deposit, transactions, or dealings with Wakanda Messenger, to any court of competent jurisdiction, quasi judiciary authority, law enforcement agency, relevant wing of state government, Income tax authorities, statutory authorities, financial institutions, or any company which is an affiliate or associate or subsidiary or a group company of Wakanda Messenger.

## 22.24 Communication and Service of Documents

### 22.24.1 Communication

We may send Prepaid Card related notices, payment notifications or any other communication to you by in-app messages, short message system (SMS), electronic mail, ordinary pre-paid mail or personal delivery to your registered communication address. Communication and notices sent by in-app messages/SMS/email will be considered to have been sent and received by you on the same day irrespective of carrier delays. Communication and notices sent by pre-paid mail will be considered to have been delivered on the day immediately after the date of posting if sent by post in Switzerland, and considered delivered seven (7) days after the date of posting if sent outside of Switzerland. As of now, communication will be available within the Wakanda app to which the Prepaid Card is linked.

### 22.24.2 Service of Documents

We may serve you with a writ of summons, statement of claim or any other legal process or document requiring personal service by delivering it personally, sending it by ordinary post or by leaving it at your last known address (whether a post office address or private residence or business residence or otherwise). You will be considered to have been properly served on the date of delivery if we deliver the documents personally to you, or served on the next day after the date of posting if the documents are posted to you. In addition to these two (2) methods of service, we may serve you in any other method permitted by law.

## 22.25 Miscellaneous

### 22.25.1 Recovery of Costs

Any costs, fees or expenses (including legal costs) that are incurred by us result of your breach of the Terms and Conditions of this agreement or arising out of our enforcement of any of our rights will be recoverable by us from you on a full indemnity basis.

### 22.25.2 Transaction Involving Foreign Currency

If the currency of any card transaction is different from that in which your card account is maintained, the Issuer will be entitled to convert such transactions into the currency of your account or any other currency at such rate(s) of exchange as it may determine; and debit your account with the amount of the Prepaid Card transaction. The Issuer and us may debit, as applicable, all sums payable to us under these Terms and Conditions to your account and for this purpose convert credits and charges incurred into the currency of your account at such rates(s) of exchange as we may determine.

## Section 4 – Terms & Conditions Applicable to Wakanda Visa Prepaid Card

### 22.25.3 Instructions from you

All requests or instructions from you must be made through the Wakanda app. We may choose to accept any instruction from you made through electronic mail, and in the case of the telephone, such instruction that we believe is given by you even if you had not actually given such instructions.

### 22.25.4 Indemnity

You will indemnify us against any liability, loss, damage, including solicitor and client costs and expenses (legal or otherwise) which we may sustain or incur, directly or indirectly, by reason of our having made available the Prepaid Card or the Electronic Services or having entered into this Agreement with you or enforcement of our rights under this Agreement or in acting upon any instructions which you may give in relation to the Prepaid Card or the Electronic Services or any negligence, fraud and/or misconduct on your part or on the part of any agents or representatives of yours or your breach of this Agreement, fraudulent/unauthorised/duplicate/erroneous use/misuse of the Prepaid Card and/or the Electronic Services we are providing you.

### 22.25.5 Terms and Conditions

In addition to this Agreement, the use of the Prepaid Card and/or Electronic Services is also subject to our prevailing Terms and Conditions governing Accounts. If there is any conflict or inconsistency between this Agreement and the Terms and Conditions governing Accounts, it will be at the discretion of Wakanda Messenger to decide whether terms of either Agreement will prevail.

### 22.25.6 Severability

If any term of this Agreement is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed from this Agreement and rendered ineffective where possible without modifying the other terms of this Agreement.

### 22.25.7 No Waiver

No failure to exercise, nor any delay in exercising, on our part any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. Our rights and remedies in this Agreement are cumulative and not exclusive of any other rights or remedies provided by law.

### 22.25.8 Terms and Conditions Governing Electronic Transactions/Prepaid Card

At your request, we may issue you a physical Prepaid Card which may, at your risk, be sent to you by any means. As of now, the PIN can be generated by SMS and/or within the Wakanda app.

Following the occurrence of any event referred above, we may at our discretion issue a replacement PIN and/or physical Prepaid Card on the prevailing Terms and Conditions for Electronic Services and charge a replacement fee. At this time, the PIN can be generated by SMS or from within the Wakanda app.

## Section 4 – Terms & Conditions Applicable to Wakanda Visa Prepaid Card

### 22.25.9 Use of Electronic Services

We and/or the Participants may at any time without notice to you

- a. determine and vary the frequency and manner of use of Electronic Services, transaction limits, operating hours, types of facilities and services available through Electronic Services or
- b. add or delete any Participant. You will be responsible for all transactions made by the use or purported use of the Electronic Services by any person, with or without your authority, knowledge or consent, and may not claim against us in respect of any such use or purported use.

We and/or the Participants may at any time, without notice to you and without assigning any reason therefore, and without liability for any inconvenience, loss, damage or injury suffered by you or any third party:

- a. limit, suspend or terminate any or all of the Electronic Services; or
- b. disallow any Transaction or allow a Transaction subject to such conditions as we see fit; or
- c. revoke or suspend your, or any User's, right and authority to use Electronic Services; or
- d. retain or reject any Prepaid Card and/or PIN.

Any claims against or disputes with a Participant are to be settled between you and the Participant. You will not claim against us in this respect.

In case of Wakanda Visa Virtual Prepaid, deposited through the Electronic Services cannot be withdrawn until collected and verified by us. Our determination of the amount deposited will be conclusive against and binding on you.

### 22.25.10 Payments, Charges, Fees, Costs, and Taxes

You will pay such charges and fees for the provision of Electronic Services as we may prescribe from time to time, whether or not you in fact make use of such Electronic Services. We are authorised to debit your Account for all charges, fees, withdrawals and payments for the provision and/or use (authorised or unauthorised) of Electronic Services and any other liabilities to, and loss suffered by, us as a result of the provision and/or use of Electronic Services. If the Account has insufficient available funds to meet any request for payment of monies or to satisfy any liability, we may (but are not bound to) grant you credit to meet such payment or liability (i.e accounts monthly fee). You undertake to pay charges at such rates or amounts as determined by us. Where a Transaction, or the debiting or crediting of any Account in connection with a Transaction, requires the conversion of one currency into another, we are authorised to effect such conversions at the rate determined by us and/or Participants. If tax is charged on any payment, you will pay such tax in addition to all sums payable and indemnify us against any payment we are required by law to collect and make in respect of such tax. We may debit the Account for such tax, in the same manner as may be provided in this Agreement, or any other charges, as we may prescribe from time to time, even if such debiting results in the Account becoming overdrawn.

## Section 4 – Terms & Conditions Applicable to Wakanda Visa Prepaid Card

### 22.25.11 Liability

We will not be liable for any loss suffered by you or any third party arising from and in connection with the use of the Electronic Services except where such loss is attributable to our negligence or willful default. Neither we nor the Participants will be liable for any inconvenience, loss, damage or injury suffered by you or any third party arising from or caused by:

- a. Our compliance with any instruction given or purported to be given by you or a User relating to Electronic Services, notwithstanding that the integrity of the information comprised in such instruction may have been compromised or impaired during transmission, provided that such compromise or impairment will not have been apparent to a reasonable person receiving such instruction.
- b. Your being deprived of the use of any Electronic Service as a consequence of any action by us and/or the Participants; or
- c. Any Electronic Service not being available due to system maintenance or breakdown/no availability of any network; or
- d. Any failure by us and/or any Participant to perform any obligation or observe any term of this Agreement if such failure arises from a failure of, or any unauthorised and/or unlawful access to, any machine, data processing system or transmission link or any act of force majeure such as acts of God, war or warlike hostilities, civil commotions, riots, blockades, embargoes, sabotage, strikes, lock-outs, fire, flood, shortage of material or labour, delay in deliveries from sub-contractors, or any event outside our control; or
- e. Any equipment or software providers, any service provider, any network providers (including but not limited to telecommunications providers, Internet browser providers and Internet access providers), any Participant, or any agent or subcontractor of any of the foregoing.
- f. Non-availability of ATM services in a country other than in which the Prepaid Card was issued. This will be governed by local regulations in force in the said country.
- g. Any downloading of data from any Electronic Service is done solely at your risk, and we will not be liable for the integrity or use of any data downloaded in any way.
- h. Neither we nor any Participant will be responsible in any way for any direct, indirect, special or consequential, economic or other damages arising in any way from the provision and/or use of Electronic Services.

### 22.25.12 Records of Transactions

The records of transactions of us and Participants will be conclusive against and binding on you except in the case of computation and/or manifest error.

### 22.25.13 Reversal of entries

If any payment has been made by us as a result of your use or purported use of Electronic Services:

- a. And the Account was consequently debited, but the debit was reversed in error or the Account was not debited at all; or
- b. After any payment instruction was given on the Account but before such payment instruction has been honoured.

## Section 4 – Terms & Conditions Applicable to Wakanda Visa Prepaid Card

Then we will be entitled to correct the Account by debiting the Account with the amount paid by us.

### 22.25.14 Instruction from you

All requests or instructions can be placed within the Wakanda app. We may choose to accept any instruction from you made through electronic mail, and in the case of the telephone, such instruction that we believe is given by you even if you had not actually given such instructions. Any non-written instructions will be given to us at your risk and we will not be responsible for any loss or damage that you may suffer.

### 22.25.15 Provisions of these Terms and Conditions to Prevail

The provisions of these Terms and Conditions will supplement and not replace the provisions of any agreement you may have with us with respect to any Account(s) or the Electronic Services, any other agreement(s) between us and you or any of our rights arising under any such agreement(s). Should the provisions of these Terms and Conditions and the provisions of any such other agreement on the subject covered under these Terms and Conditions conflict, the provisions of these Terms and Conditions will prevail.

### 22.25.16 Additional Benefits, Services, or Programmes

We may provide at our sole discretion, additional services, benefits or programmes in connection with the use of your Prepaid Card or Accounts. Such additional services where provided, do not form part of our legal relationship with you and we may withdraw or change these services at any time without notice to you. These additional services benefit or programmes may be subject to their own Terms and Conditions.

### 22.25.17 Delay or Failure to Exercise Rights

Any delay or failure by us to exercise our rights and/or remedies under this Agreement does not represent a waiver of any of our rights. We will be considered to have waived our rights only if we specifically notify you of such a waiver in writing.

### 22.25.18 Governing Law

These Terms and Conditions are subject to Swiss law and you hereby submit to the exclusive jurisdiction of the courts of Geneva in Switzerland.