

Terms of use

Version August 1, 2020

These Terms of use apply on your use of mobile application (“mWallet”, “Service”, and “Application”). This is a legal agreement (“Agreement”) between Wallet Factory Pl sp.z o.o. (“Company”, “we”, “us” or “our” and any other declension) and User (“User”, “you” or “your” and any other declension).

Please read these Terms of use carefully before you will decide whether to accept them and begin to use the Service.

By accessing or using the Service, you agree to this Agreement. If you do not agree to this Agreement, you may not use the Service.

You are 18 years or older. Individuals under the age of 18 are not permitted to use the Service.

Wallet Factory is a supplier of MFS Enabler – a customizable digital platform and mobile applications intended to create and manage mobile financial services (MFS) ecosystem for various businesses that seek to digitalize financial relationships with customers.

The platform is capable of being integrated with various core systems so that people could remotely access their assets as well as product offerings.

1. General terms related to the use of the Service.

Product demonstration.

THIS APPLICATION IS A DEMONSTRATION VERSION, WHICH IS INTENDED SOLELY TO DEMONSTRATE FUNCTIONALITY OF THE MOBILE APPLICATION AND DIGITAL WALLET PLATFORM, AND TO INTRODUCE A PRODUCT FOR COMPANY’S POTENTIAL CUSTOMERS. COMPANY DOES NOT PROVIDE ANY SERVICES TO THE INDIVIDUALS.

THE SERVICE DOES NOT USE REAL CURRENCY.

ALL TRANSACTIONS CARRIED OUT WITH OUR SERVICE ARE EMULATED AND INTENDED SOLELY TO TEST AND DEMONSTRATE THE CAPABILITIES OF THE APPLICATION AND DIGITAL WALLET PLATFORM.

Definitions.

End users – refers to persons who ultimately use the solution for their daily needs, e.g. to make P2P money transfers, purchase goods and services, exchange currency, use available financial products etc. The actual list of functions available for the end users in the framework of a particular project may differ and depends on specific business requirements.

Business users – refers to persons or companies engaged in the business of selling or trading goods or services (merchants), topping up e-wallets by cash (agents) or other financial operations. As the authorized solution users, involved people may have different roles and permissions and correspondingly different functionality available, e.g. for the company

owners, for the supportive personnel, for the staff responsible for different business processes (cashiers, agents) etc. The actual list of functions available for the business users in the framework of a particular project may differ and depends on specific business requirements.

Admin console – refers to the system management panel which is available for authorized personnel (Admin console operators) through the web interface. It is designed to manage the platform settings, create and assign user roles (including admins), perform financial operations, generate reports, adjust certain system algorithms and perform other actions as to platform functioning. The actual list of functions available through the Admin console in the framework of a particular project may differ and depends on specific business requirements.

Admin console operator – refers to the authorized personnel entitled to control system activities, manage the platform settings, create and assign user roles (including admins), perform financial operations, generate reports, adjust certain system algorithms and perform other actions as to platform functioning. There may be different types (roles) for different Admin console operators, with correspondingly different functions available. The Superadmin role usually presumes the highest level of control.

Business user console – refers to the web control panel available for business users. It is designed for them to control their financial activity within the system, see the operation statistics, perform settlements to bank account, create invoices and reports, manage point of sale (POS) and staff records, etc.

Business user console operator – refers to the authorized personnel from business users' side.

Digital wallet - refers to an electronic device, online service, or software program that allows one party to make electronic transactions with another party bartering digital currency units for goods and services

Available functionals may differ for different user roles assigned.

For more details you may visit Company's website - <https://walletfactory.com>

2. In-app demonstrational points.

THE SERVICE DOES NOT OPERATE WITH REAL CURRENCY AND REAL MONEY.

For your convenience to get the best user experience during testing the functionality of the Service you may use “demonstrational points” expressed as “Euro”, “US dollar” or another currency.

THESE DEMONSTATIONAL POINTS CAN BE USED SOLELY FOR THE PURPOSE OF SIMULATING IN-APP MONEY TRANSFERS.

SECTION “GIFTS” IS A DEMONSTRATIVE SECTION WHICH ALLOWS YOU TO TEST THE FUNCTIONALITY OF OUR SERVICE. YOU CAN NOT PURCHASE ANY ITEM DESCRIBED THEREIN.

Using the Service is fully free of charge. There are no in-app purchases, as you are using the demonstration version of a product.

You do not authorize us to move funds from your bank account to your demo account and to charge your bank account.

You cannot transfer real money using the Service, issue a virtual account or maintain funds.

3. Intellectual property. Your rights to use the Service.

The Service is protected by copyright, trade secret, and other intellectual property laws. The Service is our property and all source code, databases, functionality, software, designs, audio, video, text, and graphics at the Service and the trademarks, service marks, and logos contained therein are owned or controlled by us or licensed to us, and are protected by law.

You are only granted the right to use the Service only for the purposes we described in these Terms of use. We reserve all other rights in the Service. Until termination of this Agreement and as long as you comply with this Agreement, we grant to you a personal, limited, non-exclusive, non-transferable right and license to use the Service.

You agree not to use, nor permit any third party to use, the Service in a manner that violates any applicable law, regulation or this Agreement. You agree you will not:

- modify, copy, reproduce, sell, trade, rent, lease or resell the Service;
- provide access to or give any part of the Service to any third party;
- reverse engineer, decompile or disassemble the Service.

If you submit proposal or idea about our Service, including without limitation about how to improve the Application, you agree that your proposal is gratuitous, without any restriction and will not place us under any obligation, and that we are free to use these proposals and ideas without any additional compensation to you.

4. Processing your personal data.

4.1. What personal data do we collect?

Some data that we use to be able to provide our Service to you may be considered personal data. WE DO NOT REQUIRE YOU TO ENTER YOUR ACCURATE PERSONAL DATA, INCLUDING PHOTOS, EXCEPT FOR A MOBILE PHONE NUMBER FOR THE PURPOSE OF YOUR DEVICE VERIFICATION.

You directly provide us with the most data we collect. We collect and process data when you:

- go through the user verification procedure the first time you launch our Service;
- use and view our Service via cookies;
- fill the profile information, bank card details, upload photos;
- allow our Service to access your camera, photos, microphone, geolocation, contacts;

For Users accessing the Service from the European Economic Area (“EEA”), we are a Controller and a Processor of the personal data you provide through the Service.

We may use the personal data stated herein for you to use, test and improve our Service:

Identity data. Includes your phone number, name, surname, gender, age, address, NRC/Passport number, photos of your documents, bank card and personal photos. You enter this data when using the application only for purposes of testing its functionality. WE DO NOT REQUIRE YOU TO ENTER YOUR ACCURATE PERSONAL DATA.

Financial Data: includes information about your payment card data (card number, CVV, expiry date, cardholder name), bank account details. You enter this data when using the application only for purposes of testing its functionality. WE DO NOT REQUIRE YOU TO ENTER YOUR ACCURATE FINANCIAL DATA.

Technical data: includes information about your mobile device (manufacturer, model, operation system version, device identifier and other technical parameters and identifiers, including IMEI); your IP address; geolocation if you allow such access; data about your activities when using the Service; contacts, if you allow such access.

Usage information: includes information about how you use our Service.

Phone numbers.

You should provide us with your phone number as part of your verification process in order to start using the Service. You understand and agree that we will use your phone number to emulate the real authorization process, to confirm your device verification and help protect the security of your account. Part of the verification process consists of sending text message containing security code (one-time password, OTP code etc.) to your phone number. You agree to receive this text message from us containing security code as part of the verification process.

4.2. How we collect your personal data?

You may provide us Identity Data and Financial Data by testing our Service. We may also collect your personal data when you contacting us through our communication channels.

We may automatically collect Technical Data and Usage Data, through cookies, records and similar technologies while your interaction with the Service.

4.3. What is our purpose for collecting your personal data?

WE COLLECT ANY OF YOUR PERSONAL DATA SOLELY FOR THE PURPOSE OF DEMONSTRATING OUR SERVICE AND TESTING ITS FUNCTIONALITY, DEVELOPING AND IMPROVING OUR SERVICE FOR YOUR NEEDS (SERVICE CUSTOMISATION).

Personal data	Purposes	Legal basis
Identity data, technical data and usage information	To provide our Service, user verification, system maintenance, data analysis	Legitimate interest
Identity data, financial data, technical data and usage information	To demonstrate our Service and test its functionality, to track our performance and improve our Services	Legitimate interest (demonstrate and test our Service), contract performance (develop and improve our Service)
Identity data, technical data and usage information	To interact with you via our communication channels	contract performance, (develop and improve our Service), legitimate interest

We process your personal data in accordance with the [Privacy Notice](#) available on our website.

4.4. With whom we share your personal data?

For the purpose of testing and demonstrating functionality of our Service we do not transfer any of your personal data to the third parties, except our affiliates.

We may transfer and store your data at a destination outside the European Economic Area ("EEA") exclusively to our affiliates.

By submitting your personal data, you agree to this transfer, storing and processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy notice. In case there will be a necessity to transfer your personal data to our affiliates, we ensure to take adequate and appropriate technical, physical and organizational security measures to protect your data.

Your personal data is collected and processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR).

We do not license, sell or transfer your personal data to anyone under any circumstances for the purpose of making a profit or contrary to our Privacy Notice and these Terms of use.

4.5. Where do we store your personal data?

We store your personal data on servers located within the European Economic Area.

4.6. For how long your personal data is stored?

We keep your personal data only for the necessary period to fulfill the purposes for which we collect it, but no longer than 1 month starting from the last authorization date. You have the opportunity to initiate the deletion of your personal data at any time by clicking on the button - Delete my data.

5. Amendments and updates.

We reserve the right to change and update these Terms of Use on our sole discretion from time to time. The amended version of these Terms of use will be effective as of the date we post it on our website/in our application, unless otherwise noted. Any use of Application after our publication of any such changes and updates shall constitute your acceptance of this Agreement as modified.

6. Terms and termination.

These Terms of use shall remain in full force while you use Application.

We reserve the right, in our sole discretion, and without any prior notification, and liability, to delete and/or block your account for any reason or no reason, without any including without limitation any violation of these Terms of Use or Privacy Notice.

7. Disclaimer of warranties.

YOU USE THE SERVICE ENTIRELY AT YOUR OWN RISK. THE SERVICE IS PROVIDED "AS IS". WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. COMPANY DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICE. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED.

COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

8. Limitation of liability

EXCEPT TO THE EXTENT THAT A DISCLAIMER OF LIABILITY IS PROHIBITED UNDER APPLICABLE LAW, IN NO EVENT WILL COMPANY AND ITS AFFILIATES BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICE.

9. Service modifications.

We reserve the right to modify, update and change all or part of Application at any time or for any reason at our sole discretion without prior notification and liability.

10. Governing law.

These Terms of use are subject to the law of England and Wales.

11. Communication channels.

For your convenience you can contact us via in-app chat, that enables you to use different ways of communication of your choice:

- WhatsApp
- Messenger
- Telegram
- Viber

Or contact us by email – hello@walletfactory.com