

CashtoCode eVoucher
General Terms and Conditions

Version 1.1 – September 2020

GENERAL IMPORTANT INFORMATION

This is important information which you must consider carefully when choosing whether to use the Services at any time and **which will be considered to be accepted if using our product CashtoCode eVoucher (“the Product/s”)**. Please read these terms carefully. You are solely responsible for understanding and complying with all laws, rules and regulations that may be applicable to you in connection with your purchase and use of the CashtoCode eVoucher. Please do not attempt to access, or make use of the product from, or in any jurisdiction where such access or use is prohibited by Applicable Laws and the Products are not intended to be used from. **The product is NOT for usage in the European Economic Area (EEA) and the United States of America.**

- You acknowledge that the Products, like other Internet applications, are not secure. You will always have to exercise great care by keeping the 20-digit eVoucher code safe. The 20-digit code represents the value of the eVoucher and whoever has access to it, has access to the funds. We will however implement reasonable security measures in our Services to provide for industry-standard security levels.
- Every CashtoCode eVoucher, when redeemed on a Supported Website or with a Merchant will always be redeemed in full. For the avoidance of doubt, there will be no balance remaining on the eVoucher, It is a single-use product. It is your sole responsibility to ensure that you choose and purchase an eVoucher matching your desired amount and currency for the payment you wish to make with the Merchant or the Supported Website.
- We shall not be liable for any damages or losses caused by unauthorized access or use of the Products caused by you (for instance, if you allow a third party, intentionally or inadvertently, to access our Products in your name, using your devices or your account and such party makes a purchase or payment or an instruction unauthorized by you).
- We are not liable for any damages or losses made by virtue of incorrect amounts due to being provided in correct information from you or you giving us incorrect instructions. We always apply best efforts to verify and validate the information you share with us, but ultimately, we are not responsible for verifying the accuracy of the information you supply us with.
- We may close, suspend, or limit your access to our Products as much and for as long as we need to do so to protect you or us.
- You are solely responsible for procuring, maintaining and securing your Internet connectivity to use the Products. We do not control, and are not responsible, for any problems, delivery failures and all other loss or damage relating to your network connection.
- If you dispute any transaction with any Supported Website, our sole responsibility will be to verify whether the transaction was made in accordance with the information and instructions given by you to us.
- We shall not be liable for any administration fees charged by the Supported Websites to you. Any complaint about the Supported Websites' administration fees shall be made by you to the Supported Websites directly.
- We only supply the Product for domestic and private use. You must not use the Product for any commercial, business or re-sale purpose unless expressly agreed with us in writing.
- Refund Policy: if you request a refund of the money paid for the CashtoCode eVoucher, said request should comply with certain conditions: a) Should be requested exclusively via the reseller you purchased the eVoucher from b) within 30 days from the purchase of the CashtoCode eVoucher; and c) the refund of the funds, if agreed and granted, shall be made by the reseller through the same payment method and to the same beneficiary through which the CashtoCode eVoucher was purchased via the reseller, d) an approved refund might be charged a refund fee, this is at the discretion of the individual reseller.

A. Definitions

“**Applicable Laws**” means any applicable statutes, laws, ordinances, orders, judgments, decrees, rules or regulations issued by any government authority, and any judicial or administrative interpretation of any of these.

“**CashtoCode eVoucher**” means an issued prepaid voucher;

“**Intellectual Property Rights**” means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“**Merchant or Supported Website**” are the third parties who accept the CashtoCode eVoucher as a means of payment for their goods and/or services.

“**Privacy Notice**” means our privacy notice available at the Privacy Policy Section as amended from time to time.

“**Product/s**” means CashtoCode eVoucher issued to you, if applicable the Account associated to them and the other services we provide to you under these General terms.

“**(Accredited) Reseller**” means an entity that is permitted to sell the Product/s to a customer against payment. Such reseller act under their own terms and conditions with a potential customer. Such resellers only maintain a business relationship with us, however we are not affiliated in ownership or association.

“**Transaction**” are those detailed on section 7.4 of these terms and conditions.

“**User**”, “**you**”, “**your**” means you the person using our Product and who is bound by these terms and conditions.

“**Us**”, “**We**” means TWBS Limited, a company duly incorporated under Maltese laws.

B. Terms and Conditions

1. The Product is provided by TWBS Limited (“**we**”, “**us**”, “**our**” or “**TWBS**”), a company registered in Malta with its registered office address at 15 Level1, Suite 4, Naxxar Road, Birkirkara, BKR 9049, Malta, which acts as the issuer of the CashtoCode eVoucher and the Product/s.
2. These Terms and Conditions (the “**General Terms**”) are the legal terms and conditions under which we issue and provide the Product to you.
3. Please read these General Terms carefully and make sure that you understand them, before using our Product/s. **By purchasing or/and using a CashtoCode eVoucher, you confirm that you have read, understood and accepted these General Terms and that you agree to fully comply with them. If you do not agree to these General Terms, you must not purchase nor use our Products.** Please note that you agree to be bound by these General Terms from the time that you use the Product/s up until the time you cease using the Product or these terms are terminated.
4. You should print a copy of these General Terms or save them to your computer for future reference.
5. We may amend these General Terms from time to time. Every time you wish to use our Products, please check these General Terms to ensure you understand the terms which will apply at that time. However, as per applicable law in certain cases of substantial changes we will notify said changes via communication channels available by us.

6. User’s Requirements:

6.1. Age Requirement: By using our Product, you warrant that you have the right, authority and capacity to enter into and be bound by these General Terms. You affirm that you are not under 18 years of age or under the legal age of access and use of our Products in your jurisdiction.

6.2. Identity Information:

6.2.1. You do not have to register with TWBS to use or access the Product/s. As such TWBS does not require you to submit us with personal information (henceforth “Personal Information”). However, in escalated cases of a possible requested refund of the Product/s, the User might be requested to supply us (via the reseller) with certain personal information that may be used by us to verify the identity of the user or the holder of the payment method used for the refund, where necessary. Further, when contacting our support team, we might ask you for certain personal information to verify the legitimacy of your request and for us to be able to offer you appropriate customer support.

6.2.2. In such cases you affirm that the information you have provided to us is true, accurate and complete. You agree to provide us with true, precise and complete information when we request it, including but not exclusively for purposes of identity verification and the detection of money laundering, terrorist financing, fraud or any other financial crime. We shall keep records of the information and documents you provide in accordance with our Privacy Notice and all Applicable legal and regulatory requirements.

6.2.3. In the event that we have reasons to believe that you have provided us with false information or Account details we reserve the right to terminate the provision of our Services to you.

6.2.4. You agree to indemnify us and hold us harmless for any losses or damages we suffer arising from any false or inaccurate information you provide to us or from any unlawful activity carried out, or permitted, by you.

6.3. We reserve the right to restrict or decline, at any time any purchase made with the Product/s, or any use of the Product/s, from any jurisdiction outside of your jurisdiction of residence, or when your request is in breach of these General Terms or any Applicable Law. The jurisdictions in which we allow you to use the Product may vary from time to time (as specified on our website www.cashtocode.asia)

6.3.1. You agree not to and not attempt to (and not to permit or authorize anyone to):

6.3.1.1. disguise, or interfere in any way, with any method of detecting the true location where you access or use our Product/s, or

6.3.1.2. act in any way to prevent us from correctly identifying the actual IP address you are using while accessing or using the Product/s,

6.3.1.3. circumvent (or attempt to circumvent) any restrictions we apply to our Product. Any breach of clause

6.3.1.4. purchase the Product if you are a resident of the European Economic Area or the United States of America.

6.3.1.5 Not complying with clauses 6.3.1 will be a material breach of these General Terms.

6.4. Duties of the User and User Account:

6.4.1. You shall comply with all Applicable Laws when using our Products. We reserve the right to refuse to process transactions with the Product where such transactions are not compliant with the Applicable Law or these Terms and Conditions.

6.4.2. You acknowledge and agree that any purchase of the Product has the sole purpose of allowing you to make payments in good faith on Supported Websites and with Merchants, and that shall not be considered as a credit granted by us to you or to another third party.

6.4.3. You shall be, to the extent permitted by Applicable Law, and except as otherwise expressly provided in these General Terms, solely responsible for procuring, maintaining and securing your network connections and telecommunications links to use the Product. We have no control over, and are not responsible, for any problems, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

6.4.4. You shall not use the Product for any illegal purposes.

6.4.5. The Product/s you purchase are for your own use. You shall not transfer the Product/s to a third party, unless explicitly approved by us in writing.

6.4.6. Your CashtoCode eVoucher is personal and shall not be transferred to or shared with any other person. In the event that another person obtains access to the CashtoCode eVoucher due to you having provided or made available, intentionally or inadvertently the 20-digit alpha-numerical code to a third party (other than a Merchant or Supported Website during a legitimate purchase process), you are liable for any occurrence during this access and as such you will hold TWBS harmless from any losses or damages received by your acts or omissions.

6.4.7. You shall immediately notify us via email at support@cashtocode.asia if you are aware of, or have any suspicion of, unauthorized use of the Product or any fraudulent activity.

7. The Product (CashtoCode eVoucher):

7.1. The User acknowledges and accepts that each CashtoCode eVoucher is provided to the User for the sole purpose of allowing the User to make bona fide payments to Supported Merchants or Websites, (and the ability to make such payments should under no circumstances be construed as credit granted by us to you).

7.2. You may at any time buy a CashtoCode eVoucher from any of our accredited resellers up to the limits that from time to time may be determined by us or the applicable reseller.

7.3. Each CashtoCode eVoucher is associated with a 20-digit alpha-numerical PIN. The User shall not attempt to make a payment transaction or otherwise use the CashtoCode eVoucher beyond its one (1) year Expiry Date.

After the Expiry Date of a CashtoCode eVoucher any remaining funds in on such eVoucher will be retained by us. If you require help in determining the expiry date of your eVoucher, please contact us anytime at support@cashtocode.asia

7.4. The Following are the transactions which may be executed with the Product:

7.4.1. Issuance: you may acquire a CashtoCode eVoucher by successfully purchasing one with any of our accredited Resellers. You will be issued a CashtoCode eVoucher in the amount and currency you request (subject to any applicable limits and availability) by paying with the allowed payment methods as supported individually by any of our accredited Resellers, considering that these are subject to change and as they are made available from time to time.

7.4.2. Payments with Supported Merchants or Websites: You can use your CashtoCode eVoucher for payment on any supported website or with any Merchant accepting the CashtoCode eVoucher. Each eVoucher can only be used once, and always and automatically up to its full amount. When purchasing a CashtoCode eVoucher, please ensure that you **always choose an amount and currency that matches the payment you wish to make with the merchant or Supported Website. Every CashtoCode eVoucher gets fully redeemed, with no remaining balances.**

7.5. We will use best endeavours to maintain the operation of the Product/s. Whenever it is necessary to temporarily suspend the Product/s for operational or other reasons, we will use reasonable endeavours to restore the Product as soon as reasonably practicable.

7.6. You acknowledge and agree that the use the Product may be subject to limits and conditions imposed by the Applicable Laws and any regulatory authority as by our own dispositions. We reserve the right to restrict the maximum number of CashtoCode eVouchers you may purchase and the maximum amount of any Transaction processed by us as stated by us and or as required by Applicable Law.

7.7. You acknowledge that delays may occur on transferring funds between us and the Merchants or Supported Websites, or for any other reason related to the operation of the financial network and the banking system. We shall not be liable for any delays in the processing of payments via the Product caused by third parties.

7.8. We may subcontract or delegate in any manner any or all of our obligations under this Agreement to any third party so as to enable or facilitate the use of the Product by you.

7.9. You accept and authorize the exchange rates used by us or any intermediary institution used by us for the purposes of processing the transactions you request.

7.10. Customer fees during purchase of the CashtoCode eVoucher: We distribute the CashtoCode eVouchers to accredited resellers, which in turn then make it available for purchase by you. These resellers are independent companies and not under the control of TWBS or in any shape or form affiliated with TWBS, other than acting as independent reseller of the Product/s. You will accept that any additional fees or charges applied during the purchase process of the CashtoCode eVoucher is between you and the individual accredited reseller. TWBS is not a party to any such potential surcharges nor do we benefit from it. In the case a reseller has approved a refund of your CashtoCode eVoucher, you will be receiving the unused balance of the CashtoCode eVoucher (minus any applicable refund fees, as described in the terms and conditions of the reseller), but you will probably not be refunded any fees or amounts that were charged by the reseller having sold you the CashtoCode eVoucher.

8. Our Fees and Other Taxes:

8.1. In general, TWBS does not charge you any fees. However, any CashtoCode eVoucher expires one (1) year after issuance. With the expiration of the eVoucher, you will lose the balance held on the eVoucher.

8.2. You are responsible for paying any taxes related to the transaction processed via the Product.

8.3. If you dispute any transaction with any Merchant or Supported Website, our sole responsibility will be to verify whether the transaction was made in accordance with the information and instructions given by you to us.

9. Bonuses and Promotions:

9.1. Some Users may be eligible to participate in bonus programs. Said bonus programs, as their conditions, amount and issuance, shall be subject to our discretion, and applicable terms and conditions. The Bonuses shall

be non-transferable and non-refundable. Any bonus offered by us is limited to one per User unless otherwise stated on the specific terms and conditions.

10. Intellectual property rights:

10.1. The Intellectual Property Rights on any intellectual property related to the Product its functionality and appearance, are either owned by, or licensed to, us. According to these General Terms we grant you a limited, non-transferable, non-sublicensable and revocable license to use the Product in accordance with these General Terms.

10.2. You are expressly prohibited from: reproducing, copying, sharing, editing, transmitting, uploading, modifying, altering, incorporating into any other materials, reverse engineering, data mining, removing, commercializing or using any Intellectual Property in the Product including its functionality and appearance;

10.3. You are expressly prohibited to do, or permit others to do any act which may be seen as taking unfair advantage of our reputation or goodwill or any Intellectual Property Rights in Website, the Product, and/or our business in general; and doing anything that could be considered an infringement of the Intellectual Property Rights owned and/or licensed to TWBS Limited without first obtaining the written permission of the owner of the Intellectual Property.

11. User's Personal Information:

11.1. TWBS Limited collects none or very little personal data. However, under data protection legislation, we are required to provide you with certain information about: who we are, how and for what purpose we process your personal data, your rights and how to exercise them in relation to your personal data. This information is provided in our "[Privacy Notice](#)" and it is important that you read that information.

11.2. Information related to you (henceforth "**User Information**") may be processed by us for the purposes set out in our Privacy Notice.

11.3. For instance, User Information includes any information which we process:

11.3.1. during your interactions with us and your use of the Product;

11.3.2. to process payments made by you using the Product, including the name of the Merchant and/or Supported Website;

11.4. We may process your User Information to perform our obligations under these General Terms and to comply with Applicable Laws. This will include the following purposes:

11.4.1. Money laundering checks, compliance and regulatory reporting and fraud prevention;

11.5. We may process your User Information in accordance with our Privacy Notice for the purpose of

11.5.1. Understanding existing business and developing new and innovative products and services.

11.7. We will not disclose your information to third parties except:

11.7.1. where your consent is obtained;

11.7.2. where we are required or permitted to do so by Applicable Law; or

11.7.3. where required for tax purposes, verification, money laundering and fraud prevention purposes.

11.8. Any personal data collected by any of our accredited resellers, is in general not shared with us, unless applicable laws require such sharing for the prevention or resolution of fraud, financial crime, money laundering or any other unlawful activity, or to provide you with customer support.

12. Term, Suspension and Termination:

12.1. These General Terms will remain in full force and effect while you are a User.

12.2. We reserve the right to suspend the Product/s any time for maintenance purposes. If we do so we will use reasonable endeavours to provide general information to our users via our website.

12.3. The Product/s do not require you to register or open an account with us. As such by stopping to purchase or using our Product/s you cease being a User and no formal termination or cancellation is required by you.

12.4. Should we have reason to believe that you have, or are, in breach of the General Terms or any Applicable laws or that you are making any illegal and/or unauthorized use of the Services, we reserve the right to restrict your access to the Product. This is without prejudice or waiver to our right to initiate legal proceedings or report any infringements to the relevant authorities. Illegal, fraudulent, and/or unauthorized use of the Product includes but is not limited to:

12.4.1. using the Product without satisfying the age requirement of at least 18 years old or relevant age according to Applicable Laws;

12.4.2. using the Product, or allowing it to be used by a third party, in breach of these General Terms;

12.4.3. engaging in, or attempting to engage in, any collusion, cheating, unlawful, dishonest, fraudulent, illegal or improper activity while using the Account or Product. Including any manipulation, or the making of any fraudulent payment, including without limitation, the use of false credit or debit card details or requesting fraudulent chargebacks with any of our accredited resellers or money laundering;

12.4.4. acting in a manner that is detrimental to the conduct of our business or which may result in legal liability for you, us or a third party;

12.4.5. providing, creating or disseminating computer viruses;

12.4.6. any other irregular activity which diverges from the normal use of the Product and which harms or may potentially harm either us, or any other third party. Harm includes both monetary and non-monetary damages such as moral damage, threats or bribery actions or reputational damages;

12.4.7. any money laundering, terrorism financing, other criminal activity, other breach of Applicable Law; or

12.4.8. if we have any other security or legal or regulatory compliance concerns.

12.5. We may also terminate or suspend the provisioning of the Product/s or terminate these General Terms immediately in the event that we cease to be authorised to provide the Product.

12.6. All your and our rights and obligations under the General Terms shall cease to have effect immediately upon termination or expiry of the General Terms save that the clauses of the General Terms which are expressed to survive its termination or expiry, or which from their nature or context it is contemplated that they are to survive termination or expiry shall continue in force following termination or expiry of this General Terms.

13. Right to vary these terms:

13.1. We may, at our sole discretion, update or revise these General Terms from time to time.

13.2. Every time you use the CashtoCode eVoucher to make a payment with one of our Supported Websites or Merchants, you will have to accept our terms and conditions by ticking the applicable box on the payment page.

13.3. Whenever we revise these General Terms, we will keep you informed or ask you to accept our updated General Terms before you make an new transactions using the CashtoCode eVoucher. We will also state that these General Terms have been amended and the relevant date when the changes take effect.

13.3. If you wish to terminate the contract with us, you may do so by stop using the Product/s.

13.4. We reserve the right to make changes to the Product including to these General Terms from time to time without any prior notice to you provided that such changes have no material adverse effect on you or are required by relevant Applicable Law and regulations (e.g. to implement minor technical adjustments and improvements, or to address a security threat or to comply with regulatory requirements). In this event, the updated General Terms will be posted on our website.

14. Liability:

14.1. We do not in any way exclude or limit our liability where it would be unlawful under Applicable Law, which includes but is not limited to:

- 14.1.1. death or personal injury caused by our negligence;
- 14.1.2. fraud or fraudulent misrepresentation;
- 14.1.3. for breach of your rights in relation to your personal data and the processing thereof;
- 14.1.3. for breach of your legal rights in relation to the Services; and
- 14.1.4. any other liability which cannot be excluded or limited by Applicable Law.

14.2. If we fail to comply with these General Terms, we are responsible for loss or damage you suffer that is directly caused and is a foreseeable result of our breach of these General Terms or our failing to use reasonable care and skill or our negligence. We are not responsible for any loss or damage that is not foreseeable (including in, special or consequential loss).

14.3. We shall not be liable for any damages or losses (including, without limitation, in consequential, special, incidental, or punitive damages) caused in whole or part by:

- 14.3.1. payments made to unwanted recipients or payments in incorrect amounts due to being provided incorrect information by you;
- 14.3.2. any errors or omissions in the content or operation of the Supported Websites, misuse of the Supported Websites or inability to access the Supported Websites;
- 14.3.3. delays, losses, errors or omissions resulting from failure of a telecommunications or any other data transmission system or failure of the supported Websites' computer system;
- 14.3.4. any losses caused by the equipment, devices and networks (including internet and telecommunication networks) you use to access the Product;
- 14.3.5. the suspension of the Product or on the availability of the app due to failures, delays, interruptions or otherwise; or
- 14.3.6. any loss or damage caused by any Merchant or Supported Website's product or service; and
- 14.3.7. defects in the services and/or products as provided by the Supported Websites or by any Merchant,
- 14.3.8. charges, fees or other taxes in respect of any goods or services you order.
- 14.3.9. charges, fees or any other amounts you incur by purchasing the CashtoCode eVoucher from one of the accredited resellers or any such fees or charges you incur by using a certain payment method to purchase the CashtoCode eVoucher.
- 14.3.10. any losses or damages caused by the accredited reseller not being available or by restricting your access to the CashtoCode eVoucher for purchase.

14.4. By accepting these Terms and Conditions you agree to indemnify and hold us harmless from any liabilities, claims, losses or demands made by any third party arising from your misuse of the Product, which includes but is not limited to your breach of these General Terms or a breach by you of any Applicable Law or rights of any

third party. You agree to fully cooperate in the defense of any claim that we may have to respond as a result of your misuse of the Product.

14.5. Except to the extent that the loss or damage is caused by the negligence of us or by our breach of these General Terms, we shall not be liable to you for any loss or damage which you may suffer by using third party websites, including the Supported Websites, and you acknowledge and agree that you must claim any rights with such third party websites.

14.6. If you dispute any transaction with any Supported Website, our sole responsibility will be to verify whether the transaction was made in accordance with the information and instructions given by you to us.

14.7. We shall not be liable for any administration fees charged by the Merchant and/or Supported Websites to you. Any complaint about the Supported Websites' administration fees shall be made by you to the Supported Website.

14.8. We are not liable for business losses. We only supply the Products for domestic and private use. If you use the Product for any commercial, business or re-sale purpose: (i) you will be in breach of these General Terms; and (ii) in any event we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity or loss and/or loss or corruption of data and our total aggregated liability to you in any calendar year shall be limited to the lesser of; (i) EUR 250 or (ii) the combined value of the unexpired CashToCode eVouchers you have when the loss or damage arises.

15. Events outside our control:

15.1. We will not be liable or responsible, or be deemed to be in breach of these General Terms, for any failure to perform, or delay in performance of, any of our obligations under these General Terms that are a result of any act or event which is beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action of any kind, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, any act of God, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks and utilities.

16. Communications between us:

16.1. When we refer, in these General Terms, to "in writing", this will include e-mail.

16.2. If you wish to contact us in writing for any reason, or to report issues with our Product please contact us by email at support@cashtoencode.asia

16.3. If we have to contact you, or give you notice in writing, we will do so by e-mail, given we have a valid email address for you on file.

16.4. The provisions of this Clause shall not apply to the service of any proceedings or other documents in any legal action.

17. Other Important Terms:

17.1. These General Terms together with the documents referred to in it, contains the entire agreement between you and us for your use of the Services and overrides any previously written, oral arrangement, understanding or agreement.

17.2. If any part of these General Terms is held unenforceable, that part shall be enforced to the maximum extent permitted by Applicable Law so as to give effect to the intent of the parties, and the remaining part of these General Terms shall continue in full force and effect.

17.3. These General Terms are between you and us. No other person shall have any rights to enforce any of its terms.

17.4. We may transfer our rights and obligations under these General Terms to another organization without notice to you, but this will not affect your rights under these General Terms.

17.5. If we fail to insist that you perform any of your obligations under these General Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not oblige us to automatically waive any later default by you.

17.6. These General Terms are governed by Maltese law and you can bring legal proceedings in respect of the products in the Maltese courts.