

Terms of conditions

Confidential information

means all documentation, technical information, software, business information, feedback, pricing, reports, trade secrets or knowledge of or other material of a confidential nature disclosed by one party to the other party and in connection with this agreement

Online application process

means the online application process completed by you and described here.

Registration information

means the information required in the online application process and any follow-up, or additional information requested from time to time;

Services

Delivery of MXNEY Pay and all other services provided by MXNEY.

Documentation for confirmation

means documentation required by us to verify your registered information and identity; and

"You", "Your"

means the company described in the application process.

2 Use of our website and services

2.1 These terms and conditions (as well as the documents referred to in it) indicate the terms and conditions that you may use of our website (www.MXNEY.io), and services are subject to, whether you are a registered user, or guest. Use of our website includes access, browsing, or registration to use our services.

2.2 Read these terms and conditions before using our services, as these control your use of them.

2.3 By using our website and/or services, you confirm that you accept these terms and conditions.

2.4 If you do not accept these terms and conditions, do not use our website, or services.

2.5 In addition to the terms and conditions, you can enter into other agreements with us, such as our MXNEY Pay agreement. Should there be any conflict between the terms of business and such an agreement, the latter shall prevail.

3 Other applicable terms

These terms and conditions refer to the following additional terms, which also apply to your use of our site:

- (a) Our Privacy Policy, which describes the terms of how we process personal data we collect from you or that you provide to us; you guarantee that all data provided by you is correct.
- (b) Our cookie policy, which contains information about cookies on our website.

4 Access to our website

4.1 We do not guarantee that our website or any content on it will always be accessible or uninterrupted. Access to our site is temporarily allowed. We may suspend, withdraw, or change all or part of our website without notice. We are not liable to you if our site, for any reason, is not available at any time or for any period.

4.2 You are responsible for all necessary measures to access our website.

4.3 You are also responsible for ensuring that all persons who access our website via your internet connection are aware of these business terms and other applicable terms and conditions and that they comply with them.

5 Username and password

5.1 To use our services, you must register on our site. You will be asked to create a password as part of our security procedures; you must treat this password confidentially. You may not pass on your account information to third parties.

5.2 We have the right to deactivate any password, whether chosen by you, or assigned by us, at any time if, in our reasonable opinion, you have not complied with any of the terms of these Terms and Conditions.

5.3 If you suspect that anyone other than you know your account information, or if you see unauthorized activity on your account, please notify us immediately at support@MXNEY.io.

6 Your information and verification

6.1 In order to use our services, we will require you to provide the registration information in the online application process and as otherwise requested from time to time. You will also be asked to provide us with access to your accounts with third-party services such as, but not limited to, AdWords, Facebook, Google Analytics, Shopify, and other accounts as may be necessary. You must also provide the necessary verification documentation. We may require special information in order to comply with our obligations under, the law on preventive measures against money laundering and the financing of terrorism (the Money Laundering Act).

6.2 You will keep this updated throughout the period you are a customer with us. You acknowledge that failure to do so may affect our ability to provide the services to you.

6.3 We may also need to make inquiries about you and your business such as credit checks, identity verification, and the like. You hereby authorize us to make the necessary checks to enable us to provide the services to you.

6.4 If we are unable to make the necessary verifications, we may reject or discontinue your use of the Services.

6.5 You undertake to indemnify us against any loss we may suffer as a result of your non-compliance with the information and verification in paragraph 8.

6.6 We may use your non-identifiable business data to improve our services to you and other users.

6.7 In the event that your application to use our services is rejected, we will retain (i) your registration information, (ii) access to your accounts with third-party services and (iii) verification documentation for a period of two years, if your circumstances change and you become a suitable candidate for our services or if you have any questions. In addition, we may use your non-identifiable business data for use in benchmarking.

7 Confidentiality

7.1 Each party ("Recipient Party") acknowledges that it may obtain confidential information from the other party in the performance of its tasks under this Agreement.

7.2 The receiving party treats all confidential information as confidential and will not disclose, or use it without the prior written consent of the other party, except the employees of the receiving party for the purpose of performing its obligations under this agreement. The receiving party will implement such procedures as it reasonably deems necessary to prevent intentional, or negligent disclosure of confidential information to third parties.

8 Qualification

8.1 You hereby warrant and represent it:

- (a) you are a registered company in your jurisdiction;
- (b) all of the company's statutory archives are up to date
- (c) the company's bank account is located in the company's jurisdiction
- (d) all directors of the company are of legal age

8.2 You guarantee that you have the required power of attorney to act on behalf of the company and to enter into any agreements in connection with them.

9 Delivery of the Services

9.1 The promotion of the services on this website, the completion of an online application process by you, the fulfillment of the qualification criteria in section 7, or any subsequent communication from us does not obligate us to provide any services to you. All services are provided at your own discretion.

9.2 You are solely responsible for determining whether the services are suitable for your use. You assume sole responsibility for results obtained from the use of our website and services.

9.3 Before applying for, or accepting any services, you must seek independent counseling.

9.4 All warranties, representations, conditions, and all other terms and conditions of any kind whatsoever indicated by law or ordinary law are to the extent permitted by applicable law, excluded from these terms of business.

10 Intellectual property rights

10.1 We are the owner or licensee of all Intellectual Property Rights on our website in the material published on our site and the services are protected by copyright laws and treaties throughout the world. All such rights are reserved.

10.2 You may not alter paper or digital copies of material you have printed or downloaded in any way, and you may not use illustrations, photographs, video or audio sequences or graphics separated from accompanying text.

10.3 Our status as the authors of content on our website must always be recognized.

10.4 You may not use any part of the content on our website for commercial purposes without obtaining a license for it from us or our licensors.

10.5 If you print, copy or download any part of our website in violation of these terms and conditions, your right to use our site and services will be terminated immediately.

11 General information

11.1 The content of our website is for general information only. It is not suitable as consulting. You must seek professional consulting before taking or refraining from any action based on the content of our website.

11.2 Although we make a reasonable effort to update the information on our website, we make no warranty that the content on our website is accurate, complete or up to date.

12 Liability for default

12.1 If you violate any provision of these Terms and Conditions, we may:

- (a) close, suspend or restrict your access to the website; or
- (b) refuse to process any request for services or terminate services we provide to you.

12.2 You indemnify MXNEY defends us, ours, directors, shareholders and representatives for and against any liability, compensation, loss, cost or expense (including but not limited to attorneys' fees and expenses) in connection with any claim related to:

- (a) your breach of any provision of these Terms and Conditions;
- (b) your use of the services; and
- (c) registration information, verification documentation or other information you provide to us.

13 Limited Liability

13.1 We are not liable to you for any loss or damage, whether in contract, compensation (including negligence), breach of a statutory duty or otherwise, even if it is foreseeable that occurs during or in connection with

- (a) use of or inability to use our website;
- (b) use of the services; or
- (c) use of or trust in any content displayed on our website.

13.2 We are not liable in contract, compensation (including negligence) or for breach of statutory obligation or in any other way for:

- (a) financial losses including loss of revenue, contracts, business or expected savings

(b) any loss of goodwill or

13.3 We are not responsible for any loss or damage caused by a virus attack or other technologically harmful material that may infect your computer equipment, computer programs, data, or other material due to your use of our website or downloading content on this or any website associated with.

13.4 We assume no responsibility for the content of websites linked to on our website. Such links should not be construed as approved by us. We are not responsible for any loss or damage that may occur as a result of your use of them.

13.5 We have no control, or responsibility over the content of these sites, or services for any Third-party links on our website

14 General

14.1 Our remedies under these Terms and Conditions do not preclude the use of other remedies to which the party is otherwise lawfully entitled.

15 The Agreement

15.1 These Terms and Conditions and other documents referred to herein constitute the entire agreement between you and us and supersede all prior discussions, correspondence, negotiations, arrangements, understandings and agreements between you and us regarding its subject matter.

15.2 Nothing in this clause limits or excludes any liability for fraud.

16 Applicable law

These terms and conditions are subject to Danish law. You hereby submit to the exclusive jurisdiction of the Danish courts.

17 Our Legal Information

www.MXNEY.io, operated by MXNEY ApS.

CVR no. 41086661

Wildersgade 51, 3.

1408 København K

18 Changes in business conditions

18.1 We may amend these Terms and Conditions at any time by modifying this page and notifying you accordingly. If you continue to use our website after changes, or modifications to these terms and conditions, this will indicate your acceptance of the revised terms and conditions.

18.2 We publish any changes we make to this policy on this page, and if the changes are significant, we will notify you by e-mail.

19 Changes to our site

19.1 We may update our site from time to time and may change the content at any time. Please note, however, that some of the content on our website may be out of date at any time and we are not obligated to update it.

19.2 We do not guarantee that our website, or any content on it is free from errors.

20 contact

For questions regarding these conditions contact us per. mail support@MXNEY.io.

/ MXNEY, March 2021