



Terms Of Use

Effective as of 01 April 2025

This General terms and conditions apply to all customers of

EMPYREAN CARDS - IT SOLUTIONS UNIPessoal LDA, a company registered in the Republic of Portugal with registration number PT509731813 and registered address Rua do Miradouro nº 19 – 1400 – 250 Lisboa (empyrean.cash). Please read it carefully before providing us with any information about you.

empyrean.cash is a brand of EMPYREAN CARDS.

Definitions

The capitalized terms used in these T&Cs shall have the following definitions:

1. “Agreement” means these T&Cs in their entirety, including EMPYREAN CARDS Fees and Charges and any annexes, schedules, amendments and other documents supplemented thereto in whatever form;
2. “Balance” means the value of funds that a natural or legal person holds on EMPYREAN CARDS Wallet (any of its subaccounts, as specified in Clause 1.25) in one or several Supported Currencies;
3. “Business Day” means a day when banks are normally open for business in United Kingdom, and excludes Saturdays, Sundays, national and public holidays in United Kingdom. We reserve the right to set different Business Days for different EMPYREAN CARDS Services;
4. “E-Money” means electronically stored monetary value as represented by a claim on Us which is issued on receipt of funds for the purpose of making Transactions and which is accepted by a natural or legal person other than Us.

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5. “Eco-System EMPYREAN CARDS” or “Our System” means internet-based software, API and other software and technologies allowing to access EMPYREAN CARDS Wallet and obtain EMPYREAN CARDS Services;
6. “EMPYREAN CARDS Fees and Charges” means a list of fees and charges We apply for and in connection with the use of EMPYREAN CARDS Wallet and EMPYREAN CARDS Services, as may be amended by Us from time to time, which is placed on the Site and / or sent to You via e-mail upon completion, to Our satisfaction, of the due diligence procedures carried out by Us in order to identify, check and verify Our clients, as well as their businesses and operations.
7. By accepting these T&Cs You also accept and agree to EMPYREAN CARDS Fees and Charges. You are required to check EMPYREAN CARDS Fees and Charges regularly. For the avoidance of doubt, EMPYREAN CARDS Fees and Charges referred to in these T&Cs do not cover EMPYREAN CARDS fees and charges reflecting financial conditions applicable to clients for other services under particular terms and conditions, for example, to merchants under Merchant Terms of Service.
8. “EMPYREAN CARDS Mobile App” means a mobile version of Eco-System EMPYREAN CARDS which will be available to You upon downloading from App Store or Google Play and installing on iOS or Android system;
9. “EMPYREAN CARDS Security Credentials” means a common term for Log-in Details, e-signature, OTP code and any other Security Credentials that We provide or make available to You from time to time;
10. “EMPYREAN CARDS Services” means supply of EMPYREAN CARDS Wallet, issuance and redemption of E-Money, execution of Transactions, currency conversion, providing access to EMPYREAN CARDS User Portal, where You can top-up Your EMPYREAN CARDS Wallet, make and receive Transactions, proceed with currency exchange, withdraw funds from Our System etc., as well as any other related services or products that We provide or make available to You;

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11. “EMPYREAN CARDS User Portal” means portal inside Our System (<https://my.emyrean.cash/>) therefrom You can use Your EMPYREAN CARDS Wallet and obtain EMPYREAN CARDS Services, as detailed in Clause 4.2 below;
12. “EMPYREAN CARDS Wallet” means a web-based multicurrency personal or business E-Money account inside Eco-System EMPYREAN CARDS opened and maintained by Us in Your name or in the name of any other natural or legal person;
13. “Intellectual Property Rights” means any and all rights existing now or in the future under patent law, copyright law, data and database protection law, trade secret law, trademark law, competition law, whether or not registered or capable of registration, and whether subsisting in any specific country(-ies) or any other part of the world, and any and all other proprietary rights of any kind, including without limitation rights to domain names, as may be updated and expanded periodically;
14. “Log-in Details” means Your active e-mail address or mobile phone number and strong unique password created by You which are used for registration in Our System and access to Your EMPYREAN CARDS Wallet;
15. “Members” means additional users of business EMPYREAN CARDS Wallet held by the legal person who have access to its E-Money account with different access rights depending on the designated roles, as detailed in Clause 8.3 below;
16. “OTP code” means one-time password sent to Your verified e-mail address or phone number with Us which is used for the two-factor authentication in Our System, as detailed in Clause 7.1 below;
17. “Payee” means a natural or legal person who is the intended recipient of funds which has been subject of Transaction;
18. “Payer” means a natural or legal person who holds a payment account and initiates Transaction or gives instructions to Us to execute Transaction;

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19. “Politically Exposed Person” means a natural person who is or who has been entrusted with prominent public functions and his / her immediate family members or close associates of such person;
20. “Privacy Notice” means EMPYREAN CARDS policy governing the processing of personal data, which is place on the Site.

By accepting these T&Cs, You also accept and agree to the provisions of Our Privacy Notice, as amended from time to time. including all its content and subdomains;

21. “Representative” means a natural person who is acting on behalf of a legal person and is duly authorised under the law or empowered by a legal person for opening and using of its EMPYREAN CARDS Wallet, as detailed in Clause 8.3 below;
22. “Security Credentials” means personalized features that We provide or make available to You from time to time to verify Your identity, access to Your EMPYREAN CARDS User Portal, validity of the use of EMPYREAN CARDS Wallet and / or other EMPYREAN CARDS Services or products;
23. “SEPA” means Single Euro Payments Area which allows payments in Euro according to the unified rules and standards applicable to the countries covered by SEPA zone;
24. “Site” means EMPYREAN CARDS site (empyrean.cash), including all its content and subdomains;
25. “Supported Currency” means a currency in which We allow to hold funds on EMPYREAN CARDS Wallet and make or receive Transactions.

For each Supported Currency of Your EMPYREAN CARDS Wallet will be assigned separate subaccount inside Our System. You can have several subaccounts in one or different Supported Currency;

26. “T&Cs” means these General Terms and Conditions, EMPYREAN CARDS Fees and Charges, as well as any other documents supplemented hereto;

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27. "Transaction" means an act initiated by the Payer or on his behalf or by the Payee of placing, transferring or withdrawing funds to or from EMPYREAN CARDS Wallet;
28. "Unique Identifier" means a combination of letters, numbers or symbols specified to the payment service user by Us or other payment service provider and to be provided by the payment service user to identify unambiguously another payment service user and / or the payment account of that other payment service user for the Transaction. Under Unique Identifier for the purposes of this Agreement can be understood, without limitation, Wallet ID, IBAN or IBAN and BIC or bank account number and BIC. For internal EMPYREAN CARDS transfers (incoming and outgoing), under Unique Identifier can be also considered verified phone number or e-mail address of the holder of EMPYREAN CARDS Wallet with Us;
29. "Wallet ID" means a Unique Identifier of the holder of EMPYREAN CARDS Wallet in Eco-System EMPYREAN CARDS that constitutes of numbers and is assigned by Us in the course of EMPYREAN CARDS Wallet opening;
30. "Warranty Reserve" means the value of funds specified in these T&Cs that is held (blocked) by EMPYREAN CARDS on a separate subaccount of Your EMPYREAN CARDS Wallet, can be used to cover Your outstanding fees, charges and other financial liabilities, as detailed in Clause 5.9 below, and shall be released at the time of the Agreement termination and closure of Your EMPYREAN CARDS Wallet."
31. "We", "Our" and "Us" refers to EMPYREAN CARDS;
32. "You" and "Your" refers to any user, either natural or legal person, of EMPYREAN CARDS Site, EMPYREAN CARDS Wallet or EMPYREAN CARDS Services.

When You open and use EMPYREAN CARDS Wallet or EMPYREAN CARDS Services for the private purposes and not for trade, business or profession, You are treated by Us as the "Consumer".

33. In interpreting these T&Cs:

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1. All article, clause, schedule and paragraph headings in these T&Cs are solely for convenience and shall not affect their interpretation;
2. Unless the context clearly indicates otherwise, words denoting one gender include all genders, words denoting individuals or persons include entities and vice versa, words used in the single include the plural and vice versa, and the words “including”, “included”, “in particular” and of any similar expression shall be construed as being by way of illustration only and not as limiting the generality of any words preceding them;
3. References to a person shall include references to that person’s legal representatives, successors and permitted assigns;
4. References to any statute, statutory, statutory provision, subordinate legislation under the relevant statute, or European Union (EU) Directive or regulation shall include any statute, statutory, statutory provision, subordinate legislation, or EU Directive or regulation which amends or replaces it, or has amended or replaced it.

Binding effect

1. These T&Cs regulate relationship between EMPYREAN CARDS and You related to opening, use and closure of EMPYREAN CARDS Wallet, as well as determine the terms for providing payment and other EMPYREAN CARDS Services.
2. These T&Cs shall constitute a binding legal Agreement between EMPYREAN CARDS and You which enters into force on the date of Your enrollment into Eco-System EMPYREAN CARDS and expressing Your consent (by electronic means) to comply with these T&C, and remains in force an indefinite period of time unless it is terminated as per the terms and conditions stipulated herein.
3. You are bound by the provisions of these T&Cs and agree to comply with the obligations and liabilities laid on You under these T&Cs.

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4. These T&Cs are placed on the Site. You have the right to receive a copy of these T&Cs by e-mail upon request.
5. We reserve the right to request from You a signed version of these T&Cs (either by e-signature or by hand). Any expenses for the document delivery shall be covered by You.
6. Any additional terms and conditions which regulate relationship between EMPYREAN CARDS and You that are not stated in this Agreement, as well as any additional services or products that We provide or make available to You from time to time not covered by these T&Cs may be subject to a separate agreement between EMPYREAN CARDS and You.

Representations and warranties

1. Applying for opening of EMPYREAN CARDS Wallet and accepting these T&Cs, as well as any their revised version, You represent and warrant to Us on an ongoing basis that You:
 1. Are of sound mind, legally competent and at least 18 years of age (or a higher age limit, if so required by the applicable law). We may request from You any information, documents or other evidence to prove Your age or legal competence;
 2. Reside in the country from the List of Allowed Countries and Territories which is placed on the Site and can be changed by Us from time to time and have no any relationship with countries included into the List of Prohibited Countries and Territories) and will not have in future;
 3. Opening and use of EMPYREAN CARDS Wallet or EMPYREAN CARDS Services is legal in Your country of residence and You have all permissions and licenses required under the law for execution of the present Agreement;

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4. Are not a Politically Exposed Person (PEP) or an immediate family member or a close associate of PEP. You undertake to notify Us immediately once You become any of the above;
5. Act in Your own name and not on the name of any third party unless You notify Us in writing about otherwise and receive Our written consent;
6. Act through a duly authorised Representative, who has sufficient powers to enter and execute this Agreement, – where You are a legal person;
7. Are not subject to bankruptcy, insolvency, restructuring, reorganization, liquidation or other similar proceedings or procedures;
8. Have all permissions and licenses required under the law for activities conducted by You and Your activity is legal;
9. Do not perform, are not involved and have no intentions to use EMPYREAN CARDS Wallet or EMPYREAN CARDS Services for any illegal purposes or prohibited activities, as detailed in Clause 12 below;
10. Confirm that all funds received by Us in exchange for E-Money issued by Us originate from legitimate sources and activities;
11. Follow all laws and regulations applicable to You when open and use EMPYREAN CARDS Wallet or EMPYREAN CARDS Services, including without limitation anti-money laundering (AML) and countering financing of terrorism (CFT) requirements, as well as tax and currency control laws and regulations;
12. Accept that You will need to complete, to Our satisfaction, due diligence procedures carried out by Us in order to identify, check and verify Our clients, as well as their businesses and operations, and agree to provide Us with true, accurate, complete and up to date information, documents and other evidence requested by Us for these purposes;

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13. Will not introduce any viruses or other malware and destructive components into Our System;
2. We rely on the representations and warranties listed above when open and maintain Your EMPYREAN CARDS Wallet or provide EMPYREAN CARDS Services to You. You must refrain from opening, accessing and using EMPYREAN CARDS Wallet and EMPYREAN CARDS Services, if You disagree, do not accept or fail to comply with the above representations and warranties.
3. We reserve the right to unilaterally refuse Your enrolment application, as well as to terminate this Agreement with immediate effect and close Your EMPYREAN CARDS Wallet, as detailed in Clause 20 below. You shall bear and reimburse Us any losses and damages that We incur in the result of Your failure to provide Us with true, accurate and complete representations and warranties.

EMPYREAN CARDS Wallet

1. We allow You to top-up Your EMPYREAN CARDS Wallet, to transfer funds inside Our System, to withdraw funds from Our System, to make currency conversion operations, to receive funds to Your EMPYREAN CARDS Wallet, to hold funds on Your EMPYREAN CARDS Wallet for local and international transfers / payments.
2. You can use Your EMPYREAN CARDS Wallet and obtain EMPYREAN CARDS Services via EMPYREAN CARDS User Portal upon entering into Our System. Via Your EMPYREAN CARDS User Portal You can:
 1. Top-up Your EMPYREAN CARDS Wallet and withdraw funds from Our System;
 2. Make and receive Transactions;
 3. Proceed with currency conversion operations (i.e. use E-Money in one Supported Currency to purchase E-Money in another Supported Currency according to Our currency exchange rates, formed in accordance with Clause 5.8 below);

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4. Monitor information on the Balance of Your EMPYREAN CARDS Wallet;
 5. Check Transactions history and history of other EMPYREAN CARDS Wallet operations;
 6. Conduct quick search on Your EMPYREAN CARDS User Portal;
 7. Make personal and / or business settings;
 8. Add and change details of top-up and withdrawal methods;
 9. Access news feed (EMPYREAN CARDS news, important updates etc.) and the summary of Your visits and actions (log-in date, time and IP address, successful or unsuccessful log-in, recent settings, personal or business changes, password change etc.).
3. E-Money reflected on the Balance of Your EMPYREAN CARDS Wallet belongs to You as the registered holder of EMPYREAN CARDS Wallet. You can hold E-Money on Your EMPYREAN CARDS Wallet in one or several Supported Currencies. Holding funds in different Supported Currencies, You accept responsibility for possible depreciation of money due to changes in exchange rates.
 4. Maximum amount of E-Money value that You can hold on Your EMPYREAN CARDS Wallet, as well as amount, number and value of top-up payments, withdrawals and other Transactions, may be limited by Us. Limits We apply depend on Your verification status, country of residence and other factors reasonably designated by Us to be in line with the security and legal requirements. We reserve the right to change Our limits from time to time. To rise the limits (to the permitted size) You may be required to complete additional checks and procedures.
 5. You agree that access to and use of Your EMPYREAN CARDS Wallet may be interrupted and EMPYREAN CARDS Services may be limited or unavailable from time to time because of operational maintenance, update, upgrade, errors of Our System or

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other reasons including those that are beyond Our control, as detailed in Clause 18.1 (m) below. In such a case You may not be able to make and receive Transactions, top-up Your EMPYREAN CARDS Wallet, withdraw funds from Our System, use any other EMPYREAN CARDS Services or enter in Our System at all. You will be notified in advance, at least in one (1) day, by e-mail at Your verified e-mail address with Us, about any regular or possible operational maintenance, update or upgrade of Our System that may limit access to or use of Your EMPYREAN CARDS Wallet or EMPYREAN CARDS Services. The respective notifications may be also placed on the Site and / or posted on Your EMPYREAN CARDS User Portal (news feed / blog / status page etc.). If You suffer access or usage problems with Your EMPYREAN CARDS Wallet or EMPYREAN CARDS Services, You should check the Site regarding relevant notifications and / or contact Us by e-mail using the e-mail address provided in Clause 30 below and / or through any other contact tools which We make available to You from time to time. In case of a major operational or security incident that has or may have an impact on Your financial interests, We will inform You, without undue delay, of such an incident and of all measures that We can take to mitigate the adverse effects of the incident.

6. You acknowledge that Deposit Guarantee Schemes (DGS) do not apply to the funds held on Your EMPYREAN CARDS Wallet.

EMPYREAN CARDS fees and charges. Currency conversion

1. We provide EMPYREAN CARDS Wallet and EMPYREAN CARDS Services in consideration of EMPYREAN CARDS Fees and Charges which are placed on the Site, and / or sent to You via e-mail upon completion, to Our satisfaction, of the due diligence procedures carried out by Us.
2. You agree to pay Us on demand and give a consent to Us (authorise Us) to deduct respective amounts of fees and charges due to Us at any time without notice from the Balance of Your EMPYREAN CARDS Wallet (any of its subaccounts in Our System with available balance).

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3. Our fees and charges are payable in Euro currency. In the event that there is insufficient amount of funds available in Euro currency to pay Our fees or charges, We shall have the right to exchange funds that You hold on EMPYREAN CARDS Wallet in currency other than Euro into Euro currency by applying Our currency exchange policy and currency exchange rates, as detailed in Clause 5.8 below.
4. It is Your responsibility to ensure sufficient amount of funds on Your EMPYREAN CARDS Wallet to cover Our fees and charges. In the event that the Balance of EMPYREAN CARDS Balance is insufficient to cover Our fees and charges, You shall top-up Your EMPYREAN CARDS Wallet with sufficient amount of funds. We reserve the right to send You reminders about the need to top-up Your EMPYREAN CARDS Wallet due to the insufficient Balance.
5. If any of the fees or charges applicable to You under this Agreement have not been deducted from the Balance of Your EMPYREAN CARDS Wallet, including without limitation the case when the Balance of Your EMPYREAN CARDS Wallet is insufficient to make such deductions, We shall have the right to issue an invoice for the amount owed to Us which shall be paid by You within three (3) business days in accordance with the invoice instructions. We reserve the right to apply a 10 % late-payment fee in case invoice issued to You under this Agreement is over thirty (30) days past due. All bank transfer fees and charges related to payment of Our invoices shall be borne by You.
6. You understand that We may take debt collection or enforcement measures including without limitation involving of the debt collection agency or initiating a court proceeding in order to claim debts You owe to Us with placing on You all costs incurred by Us in the course of such measures.
7. Any deductions We made and fees or charges We applied will appear in the history of Your EMPYREAN CARDS Wallet operations. In the event that You have any inquiries as to deductions We made and fees or charges We applied, You shall notify Us without

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undue delay by e-mail using the e-mail address provided in Clause 30 below and / or through any other contact tools which We make available to You from time to time.

8. You accept that We apply Our own currency exchange policy and currency exchange rates to currency conversion operations that differ from the exchange rates of European Central Bank and other relevant public sources. Our currency exchange rates constitute of the basic exchange rates and Our currency conversion fees. Basic exchange rates are formed on the basis of Electronic Communication Network (ECN) currency exchange rates. Our currency conversion fees are formed in percentage applied on top to the basic exchange rates, as detailed in EMPYREAN CARDS Fees and Charges. You are required to check EMPYREAN CARDS Fees and Charges regularly to get information on Our currency conversion fees. Our currency exchange rates are live and can change in real time. We do not control currency exchange rates and apply those that have been set up inside Our System at the time of currency conversion operation. Changes in Our exchange rates shall come into effect immediately and without notice and You.

You agree that currency conversion will be made at Your cost and accept that We shall not be liable for any losses You incur in the result of currency conversion. You consent that costs on currency conversion will be deducted from the Balance of Your EMPYREAN CARDS Wallet.

9. To safeguard fulfillment of Your obligations to EMPYREAN CARDS We apply Warranty Reserve. The amount of Warranty Reserve is defined by Us based on the evaluation of the risk level of Your business, Your country of residence and other factors reasonably designated by Us. The amount of Warranty Reserve applicable to Your EMPYREAN CARDS Wallet will be sent to You via e-mail upon completion, to Our satisfaction, of the due diligence procedures carried out by Us. We reserve the right to change amount of Warranty Reserve applicable to Your EMPYREAN CARDS Wallet upon prior notification. Warranty Reserve will be replenished from funds of top-up payments or incoming transfers to Your EMPYREAN CARDS Wallet and held (blocked) by Us on a separate subaccount of Your EMPYREAN CARDS Wallet. You give a consent and authorise Us to

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do so. The amount of Warranty Reserve will be visible to You. You will not be able to use subaccount with Warranty Reserve for incoming or outgoing Transactions or execute the Transactions with the funds of Warranty Reserve.

If You do not have sufficient funds on the Balance of other subaccounts of EMPYREAN CARDS Wallet, We shall have the right to use Warranty Reserve to cover Your outstanding fees, charges, fines, penalties and other financial liabilities due to Us. We are also entitled to use Warranty Reserve if according to AML / CFT / fraud or other risk related issues We are going to return to the initial payer a full or partial amount of funds that have been credited to Your EMPYREAN CARDS Wallet and the Balance of other subaccounts of Your EMPYREAN CARDS Wallet is insufficient to do so. For the avoidance of doubt, if full or partial amount of Warranty Reserve is used by Us in connection with the above, We will replenish Warranty Reserve to the relevant configured amount applicable to Your EMPYREAN CARDS Wallet from funds of any further top-up payment or incoming transfer to Your EMPYREAN CARDS Wallet.

The remaining amount of Warranty Reserve will be released by Us at the time of the Agreement termination and closure of Your EMPYREAN CARDS Wallet.

Please check Our Warranty Reserve amounts below:

Personal account service: EEA – EUR [WARRANTYPERSONAL]

World (Non-EEA) – EUR [WARRANTYWORLD]

Business account service: Low Risk – EUR [COSTBUSINESS]

High Risk – EUR [COSTHIGH RISK]

Opening of EMPYREAN CARDS Wallet

1. To use EMPYREAN CARDS Wallet and obtain EMPYREAN CARDS Services You need first register in Our System. The enrolment application can be filled out and submitted to Us through the website or EMPYREAN CARDS Mobile App. Among other information requested from You in the enrolment application, You will be required to indicate Your

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Log-in Details, i.e. active e-mail address or mobile phone number and strong unique password created by You. Your e-mail address or phone number may be verified by Us with OTP code. You will need to fill out Your Log-in Details each time when You enter in Our System and access Your EMPYREAN CARDS Wallet. As a part of the enrolment procedure, You will need to accept these T&Cs and Our Privacy Notice.

2. Once You register in Our System, EMPYREAN CARDS Wallet will be created for You automatically. You will have access to EMPYREAN CARDS User Portal, but will not be able to use all its functions, as well as to use Your EMPYREAN CARDS Wallet for all permitted operations unless You complete, to Our satisfaction, due diligence procedures carried out by Us in order to identify, check and verify You as Our client, as well as Your businesses and operations, as detailed in Clause 8 below.
3. Where You wish to open business EMPYREAN CARDS Wallet with Us, You accept that We will review Your enrolment application and the documents submitted by You in the course of the due diligence procedures and evaluate the risk level of Your business (i.e. Low or High). You accept that EMPYREAN CARDS Fees and Charges applicable to Our clients with business EMPYREAN CARDS Wallet depend on the risk level of their business assigned by Us (i.e. Low or High). We shall have the right to assign Your business risk level in Our sole discretion, acting reasonably, upon review of Your enrolment application and other documents and information provided to Us or obtained by Us through Our sources in the course of the due diligence procedures. In some cases, based on the evaluation of the risk level of Your business, We may apply different pricing than stated in EMPYREAN CARDS Fees and Charges or these T&Cs informing You about it via email and / or via Your EMPYREAN CARDS User Portal.
4. We will notify You by e-mail about the results of the due diligence procedures carried out by Us. The relevant notification will be also communicated to You on Your EMPYREAN CARDS User Portal by changing Your verification status, excluding the cases when We decide not to open EMPYREAN CARDS Wallet for You. You will be able to use all

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functions of Your EMPYREAN CARDS User Portal, as well as to use Your EMPYREAN CARDS Wallet for different types of operations once the due diligence procedures carried out by Us are completed to Our satisfaction. We reserve the right not to open EMPYREAN CARDS Wallet or to terminate this Agreement with immediate effect and close Your EMPYREAN CARDS Wallet, as detailed in Clause 20 below, without any explanations if due diligence procedures carried out by Us are not completed to Our satisfaction.

5. Upon due diligence procedure is completed to Our satisfaction, We will automatically issue to You EUR IBAN account to be used by You in connection with EMPYREAN CARDS Wallet.
6. Where You wish to open business EMPYREAN CARDS Wallet with Us, You or Your Representative will need first register in Our System and open personal EMPYREAN CARDS Wallet with Us following the procedures provided in these T&Cs. Having personal EMPYREAN CARDS Wallet You or Your Representative will be able to apply on opening of business EMPYREAN CARDS Wallet following on-screen instructions of EMPYREAN CARDS User Portal. Your business EMPYREAN CARDS Wallet will be linked to and can be accessed through the personal EMPYREAN CARDS Wallet of You or Your Representative(s) and Members, as detailed in Clause 8.3 below.
7. You accept that unless otherwise agreed, You can have only one personal or one business EMPYREAN CARDS Wallet with Us. For the avoidance of doubt, where You are a natural person and have personal EMPYREAN CARDS Wallet with Us, You can open more than one business EMPYREAN CARDS Wallet inside Our System, provided that each such business EMPYREAN CARDS Wallet belongs to a different legal person and You are acting as the Representative for each of them. You accept that We reserve the right to limit the number of business EMPYREAN CARDS Wallets that You can open as the Representative of legal persons. Notwithstanding above, where You are a natural person who has registered in Our System and completed due diligence procedures to

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Our satisfaction, You can be invited as a Member and have access to business EMPYREAN CARDS Wallets of different legal persons, as detailed in Clause 8.3 below.

8. You must disclose to Us if You wish to use EMPYREAN CARDS Wallet for business, professional or trade purposes. Where You open personal EMPYREAN CARDS Wallet, You must in all cases in the future inform Us once You decide to use it for business, professional or trade purposes, which will require opening of business EMPYREAN CARDS Wallet with Us. We shall have the right to determine, in Our sole discretion, acting reasonably, whether You are using Your personal EMPYREAN CARDS Wallet for the purposes other than private. In case of any doubts whether Your activity is allowed under personal EMPYREAN CARDS Wallet or requires opening of business EMPYREAN CARDS Wallet with Us, You should contact Us by e-mail using the e-mail address provided in Clause 30 below and / or through any other contact tools which We make available to You from time to time.

9. You accept that We apply periodic service charges (annual and monthly) for the maintenance and administration of EMPYREAN CARDS Wallet. To check Our periodic service charges, please refer to EMPYREAN CARDS Fees and Charges. Periodic service charges for the maintenance of Your EMPYREAN CARDS Wallet are due from You once after the due diligence procedures are completed to Our satisfaction and will be charged by Us in accordance with Clause 5 above. For the avoidance of doubt, the first monthly or annual fee for the maintenance of Your EMPYREAN CARDS Wallet will be charged by Us from funds of the first (and any next – in case of insufficient funds) top-up payment or incoming transfer to Your EMPYREAN CARDS Wallet. EMPYREAN CARDS does not charge monthly fee for the maintenance of Your EMPYREAN CARDS Wallet if there are no Transactions on Your EMPYREAN CARDS Wallet in the month preceding the one for which monthly fee is charged. After six (6) months of inactivity We apply dormant account fee, as detailed in EMPYREAN CARDS Fees and Charges, to be charged by Us on a monthly basis until Balance of Your EMPYREAN CARDS Wallet reaches 0 (zero) or You resume Your activity with EMPYREAN CARDS Wallet.

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Periodic service charges for the administration of Your business EMPYREAN CARDS Wallet (monthly administration fee) are calculated depending on monthly average balance, which shall be calculated taking the remaining Balance of Your EMPYREAN CARDS Wallet at the end of the day (23:59, Vilnius time) and dividing the sum from the number of calendar days in a relevant month.

10. You agree that we only open EMPYREAN CARDS Wallets to natural persons whose country of issuance of identity documents (used for verification) is included in the List of Permitted Countries and Territories, which we may change from time to time, and whose residence address matches the country specified in the "List of permitted countries for the beneficiaries (Natural persons)". Legal persons registered in countries included in the List of Allowed Countries and Territories can open business accounts with EMPYREAN CARDS. If clients are related to countries included in the list of List of Prohibited Countries and Territories, we do not open EMPYREAN CARDS wallets.
11. We reserve the right to refuse to open EMPYREAN CARDS Wallet for You, if We have any suspicions that You might use EMPYREAN CARDS Wallet for any of the activities that are included into the List of Prohibited Activities, without notifying You about it.
12. You understand that unless otherwise is decided by Us We do not accept as Our client legal persons with a complex business structure; We accept only those clients who do not have more than two levels of shareholders (e.g. Company A is owned by Company B and Company B is owned by a natural person). If Your business structure is more complicated, an exception regarding accepting You as Our client has to be approved by Us.

Security measures

1. To authorise Transactions, including withdrawal or outgoing transfer, You may be required to use e-signature. There is also a function of two-factor authentication in Our System, which means that You will receive OTP code which You may be required to indicate for the authorisation purposes described above and / or in order to confirm

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changes in Your personal or business settings, change of Your password to EMPYREAN CARDS Wallet, as well as other actions related to the use of Your EMPYREAN CARDS Wallet or EMPYREAN CARDS Services as may be requested by Us. Two-factor authentication in Our System may be also used for access purposes to Your EMPYREAN CARDS Wallet, which means that to enter in Our System in addition to the Log-in Details You will need to indicate OTP code sent to Your verified e-mail address or phone number with Us.

2. We reserve the right to provide You or make available to You, from time to time, other Security Credentials, which means that for validation of Your identity and the use of EMPYREAN CARDS Wallet or EMPYREAN CARDS Services and products, authorisation and confirmation purposes listed in Clause 7.1 above You may be required to perform other actions or complete other activities, including without limitation other types of two-factor authentication. We may also introduce additional security measures for the additional EMPYREAN CARDS Services or products. We will notify You of any such security measures.
3. You are responsible for Your EMPYREAN CARDS Security Credentials and must keep them safe, secure, private and confidential at all times and not disclose them to any third parties including friends and family members, as well as not allow anyone to watch Your Log-in Details and other EMPYREAN CARDS Security Credentials when You are accessing Your EMPYREAN CARDS Wallet, authorising Transaction or confirming / authorising any other actions related to the use of Your EMPYREAN CARDS Wallet or EMPYREAN CARDS Services as may be requested by Us.
4. You are required to always logging off EMPYREAN CARDS Wallet when You leave a computer or other device used to access Your EMPYREAN CARDS Wallet. You must always ensure that Your Log-in Details are not stored in the browser history or otherwise recorded on the computer or other device You use to access EMPYREAN CARDS Wallet. We recommend to memorize Your Log-in Details and not record them on any

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carrier where they can be watched by third parties. You must not enter or otherwise disclose Your Log-in Details at any resources, except the Site or EMPYREAN CARDS Mobile App. Top-up methods that We support are listed in

5. You can update / change password to Your EMPYREAN CARDS Wallet inside Our System at any time and should do this regularly.
6. To mitigate the risk of unauthorised use of Your EMPYREAN CARDS Wallet We strongly recommend You to store file with Your e-signature on a device separate from the one that You use to access Your EMPYREAN CARDS Wallet.
7. You shall inform Us about any requests received by You to enter or otherwise disclose Your Log-in Details or other EMPYREAN CARDS Security Credentials. If at any time You become aware or suspect that Your Log-in Details or other EMPYREAN CARDS Security Credentials have been lost, stolen, misappropriated, used without authorisation or otherwise compromised, You shall change password to Your EMPYREAN CARDS Wallet immediately and notify Us without undue delay by e-mail using the e-mail address provided in Clause 30 below and / or through any other contact tools which We make available to You from time to time. You understand that any undue delay in notifying Us may result in You being liable for any losses or damages arising from the above lost, theft, misappropriation, or unauthorised use.
8. Considering that Your e-mail address and / or phone number provided to Us are used for communication with You, accessing of Your EMPYREAN CARDS Wallet, and / or resetting password to Your EMPYREAN CARDS Wallet, as well as for the authorisation and confirmation purposes, as detailed in Clause 7.1 above, log-in details to these instruments, including their passwords, shall be protected by You. You are responsible for the log-in details to Your e-mail address and phone and must keep them safe, secure, private and confidential at all times and not disclose them to any third parties including friends and family members. We recommend to memorize passwords to these instruments and not record them on any carrier where they can be watched by third

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parties. You should contact Us without undue delay, if You become aware or suspect that Your e-mail address or phone / phone number provided to Us has been compromised. You are also required to keep safe and secure Your phone, computer and other devices, which are used for communication with You, accessing of Your EMPYREAN CARDS Wallet and authorisation or confirmation purposes.

It is Your responsibility to ensure that any computer or other system, software, equipment or device therefrom You access or use Your EMPYREAN CARDS Wallet is protected and free from any viruses or other malware and destructive components.

To the fullest extent permitted under the applicable laws and regulations, We shall not be liable for any losses or damages You incur in the result of Your failure to comply with the above requirements.

9. You undertake to treat E-Money You hold on EMPYREAN CARDS Wallet carefully and agree that use of EMPYREAN CARDS Wallet by any person other than You or Your respective Representative and Members (where You are a legal person), may lead to lose of E-Money You hold on EMPYREAN CARDS Wallet.

Due diligence procedures

1. To use all functions of Your EMPYREAN CARDS User Portal, as well as to use Your EMPYREAN CARDS Wallet for different types of operations You will need to complete, to Our satisfaction, due diligence procedures carried out by Us in order to identify, check and verify Your identity, as well as Your businesses and operations. Our due diligence procedures include Know Your Client (KYC) procedures, AML / CFT compliance, fraud and other illegal activities checks. You agree to cooperate with all Our requests in connection with Your EMPYREAN CARDS Wallet to verify Your identity, documents allowing Us to identify You and Your status as a legal person (e.g. extract from the relevant trade or business register), prove the legitimate sources of funds and sources of wealth, validate Your top-up payments and other Transactions, as well as benefits

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gained by the Transactions recipients. You undertake to provide Us with the documents, information or other evidence that We may need for these purposes.

2. To verify or authenticate Your identity You will be required to provide Us with the identity documents (passport or ID card). To reasonably identify You We may also ask You to provide Us with additional documents, e.g. driving license. You shall notify Us immediately in case of theft or loss of Your identity documents. We also reserve the right to ask You to do a video call with Us in order to capture Your face and identity document near it and / or proceed with photo transmission. In some cases, including without limitation the case when You wish to rise limits of Your EMPYREAN CARDS Wallet (to the permitted size), We may ask You, at Our absolute discretion, for further information that will allow Us to reasonably identify You, as well as a clear purpose and intended nature of Your business relations, activities, to determine structure of management, to obtain information on Your partners and / or clients etc.

3. EMPYREAN CARDS Wallet for a legal person can be opened and used by its Representative. To open EMPYREAN CARDS Wallet for a legal person, as well as at any time of its use, in addition to due diligence procedures carried out by Us with respect to a legal person, We will need to verify the identity of the Representative of a legal person and receive confirmation of the sufficient powers of such Representative to act on behalf of a legal person (e.g. power of attorney, relevant corporate documents), including the right to open and use EMPYREAN CARDS Wallet and EMPYREAN CARDS Services, as well as dispose funds held on EMPYREAN CARDS Wallet, which belong to a legal person. We reserve the right to suspend Your EMPYREAN CARDS Wallet in the event of change of Your Representative and / or cancelation or expiry of the documents confirming the powers of such Representative to act on Your behalf for the purposes of this Agreement until We verify the identity of the newly appointed or empowered Representative and / or receive the updated documents confirming his / her powers.

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The functionality of business EMPYREAN CARDS Wallet allows a duly authorised Representative of a legal person to provide Members with the access to its EMPYREAN CARDS Wallet and define their access rights depending on the designated role (e.g. Financial Director, Accountant, Analyst etc.), including without limitation accounts, balances, and reports view rights, the right to make payments, the right to manage Members. For the avoidance of doubt some of the roles include the right to manage Members, which means that a Member who was invited by a duly authorised Representative of a legal person will be able to invite additional Members and transfer to them the right to authorise and invite other Members and define their access rights. The roles that We suggest You to choose following the relevant on-screen instructions of EMPYREAN CARDS User Portal are for convenience of use only and do not necessarily need to correspond to the Member's actual position in a legal person.

To become a Member natural person shall be registered in Our System and complete, to Our satisfaction, due diligence procedures carried out by Us in order to verify his / her identity. Each of the Members shall have sufficient legal powers to act on behalf of a legal person and use its EMPYREAN CARDS Wallet and EMPYREAN CARDS Services, including the access, view, payment and management rights, as appropriate. It is Your responsibility to ensure that all Members are duly authorised. We reserve the right to request the documents confirming the powers of the Members to act on Your behalf for the purposes of this Agreement. If You do not reply to Our request or We are not satisfied with the provided documents and information and / or if the respective documents have been cancelled or expired, We shall have the right to limit access of such Member to Your EMPYREAN CARDS Wallet and remove him / her from the list of Members.

You can view, invite and remove Members that have access to Your EMPYREAN CARDS Wallet and / or edit their roles and access rights in the relevant section of EMPYREAN CARDS User Portal. For the avoidance of doubt the right to manage Members allows the relevant Member to invite and remove other Members, as well as to edit their roles and access rights. To make sure that unauthorised users do not have access to Your EMPYREAN CARDS Wallet, We recommend checking the list of Members regularly.

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You understand that in case of change of Your Representative and / or cancelation or expiry of the documents confirming the powers of such Representative to act on Your behalf access to Your EMPYREAN CARDS Wallet for all Members from the list may be limited.

You accept that We treat instructions of Your Representative and Members as Your own and shall not be liable for their acts or omissions.

4. In the course of opening EMPYREAN CARDS Wallet for a legal person We will require to disclose beneficiaries of such legal person. For this purpose You shall provide Us with the documents and information allowing Us to identify beneficiaries of a legal person. In the event that legal holders of shares do not exercise control over a legal person, You undertake to disclose natural persons who actually control a legal person and provide supporting documents. Due diligence procedures carried out with respect to You as a legal person will not be completed to Our satisfaction unless We identify Your beneficiaries. We reserve the right to suspend and / or close Your EMPYREAN CARDS Wallet, terminate provision of EMPYREAN CARDS Services to You and terminate this Agreement with immediate effect, as detailed in Clause 20 below, at any time if We do not identify beneficiaries of You as a legal person.
5. We reserve the right to suspend execution of any Transaction, including withdrawal or outgoing transfer, before You complete, to Our satisfaction, all due diligence procedures carried out by Us. In the event that due diligence procedures carried out by Us are not completed to Our satisfaction, including the case when We have reasonable grounds to suspect that the documents submitted by You are not legitimate, We will refuse to execute the Transaction. You accept that when We refuse to execute the Transaction because of the reasons specified above, We shall not be liable for any losses or damages that occur in the result of such refusal. Unless We are prohibited from doing so by law, We will notify You about the refusal and the reasons for it at Our earliest opportunity.

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6. Specific documents, information and other evidence to be provided by You to complete Our due diligence procedures will be posted on Your EMPYREAN CARDS User Portal and / or communicated to You by e-mail to Your verified e-mail address with Us.
7. For due diligence procedures carried out by Us We may request from You original documents, their copies, copies of the documents certified by a notary or any other authorised person. We also reserve the right to request from You duly legalized / apostilled documents and / or translated into the formal language of these T&Cs mentioned in Clause 23.1 below. Information and documents requested from You shall be prepared in the required form and provided to Us, including without limitation by regular mail (where so required). Any expenses for the documents delivery shall be covered by You.
8. You agree that We reserve the right to verify / check ourselves and / or through third parties' systems and other sources documents and other data You provided to Us in the course of due diligence procedures, including without limitation in the course of authentication of Your identity. By accepting these T&Cs You give a consent to Us and / or third parties involved by Us to make such checks and verifications.
9. You must ensure that information You provided to Us in the course of registration in Our System, opening Your EMPYREAN CARDS Wallet or for the purposes of due diligence procedures carried out by Us is always true, accurate, complete and up to date, and shall notify us immediately and provide supporting documents about any changes in such information. You are also required to provide Us with any information related to bankruptcy, insolvency, restructuring, liquidation, reorganization or other similar procedures or proceedings You are involved in, as well as about change of control over You or disposal of main part of Your assets, – where You are a legal person. We may ask You to confirm accuracy or update the provided information at any time. If at any time We discover or have grounds to suspect that the information You provided to Us is outdated or inaccurate, We may contact You and ask for further information. We also

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reserve the right to ask You to complete due diligence procedures again at any time in case of any changes in the applicable laws and regulations, including without limitation AML and CFT requirements, that oblige Us to request from You any additional documents or information. You agree to reply on Our request as soon as possible and provide Us with the requested documents, information or other evidence. You shall bear and reimburse Us any losses and damages that We incur in the result of Your failure to provide Us with true, accurate, complete and up to date information, as well as to notify Us immediately and provide supporting documents about any changes in such information.

10. We may contact You (via verified e-mail address or phone number with Us) in connection with Your use of EMPYREAN CARDS Wallet or EMPYREAN CARDS Services, including without limitation the case when We need to receive from You or clarify accurate information on the payment details. To ensure continuous communication with You for the above listed purposes, You must notify Us about any changes in Your contact details immediately (within one (1) business day). We shall not be liable for any losses, damages or other negative consequences arising of or in connection with Your failure to maintain up to date information on Your EMPYREAN CARDS Wallet, including contact details.
11. We reserve the right to suspend and / or close Your EMPYREAN CARDS Wallet, terminate provision of EMPYREAN CARDS Services to You and terminate this Agreement with immediate effect, as detailed in Clause 20 below, at any time in the event that You do not comply with Our requests to complete due diligence procedures carried out by Us.

Top-up of EMPYREAN CARDS Wallet. E-money issuance terms

1. Top-up function of EMPYREAN CARDS Wallet will be available once after You complete, to Our satisfaction, due diligence procedures carried out by Us, as detailed in Clause 8 above.

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2. Your EMPYREAN CARDS Wallet can be topped-up with a number of different methods, including card, SWIFT* or SEPA transfer, alternative payment methods, depending on the top-up methods available in Your country of residence, Your verification status with Us, as well as other factors related to the security and legal requirements. Payment details for SWIFT* and SEPA transfers will be available on Your EMPYREAN CARDS User Portal. Top-up methods that We support are listed in EMPYREAN CARDS Fees and Charges and / or posted on Your EMPYREAN CARDS User Portal inside Our System. We reserve the right to extend the list of top-up methods from time to time. We do not guarantee that any of the top-up methods will be available all the time and that a particular top-up method is available to You. We may discontinue to support any of the top-up methods at any time.
3. We may apply fees for top-up payments and incoming transfers to Your EMPYREAN CARDS Wallet, as detailed in EMPYREAN CARDS Fees and Charges.
4. To top-up Your EMPYREAN CARDS Wallet You will need to choose top-up method, fill out its details, indicate the amount of funds You wish to transfer and select Supported Currency of Your EMPYREAN CARDS Wallet, which You wish to have credited. Depending on the top-up method, You may need to indicate other information, perform other actions or complete additional authorisation procedures. Please make sure that currency of the top-up payment corresponds to the Supported Currency of Your EMPYREAN CARDS Wallet, which You wish to have credited. Otherwise, the funds may be returned to You.
5. You shall be careful when filling out details of the top-up payment and check that all payment details are accurate, complete and correct to make sure that money reaches Us. We shall not be liable for losses suffered by You as a result of inaccuracy of the payment details.
6. If You wish to top-up Your EMPYREAN CARDS Wallet by card, You can add details of Your card on EMPYREAN CARDS User Portal and link it to Your EMPYREAN CARDS

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Wallet. To top-up Your EMPYREAN CARDS Wallet in such a case You will need to follow relevant on-screen instructions of Your EMPYREAN CARDS User Portal upon entering into Our System.

7. A card You are using to top-up Your EMPYREAN CARDS Wallet must be issued in Your name. We may request from You to confirm that You are a named holder of the card. You are not allowed to top-up Your EMPYREAN CARDS Wallet if You are not a named holder of the card. You agree that breach of this requirement may lead to return of funds transferred to top-up Your EMPYREAN CARDS Wallet. We reserve the right to apply fees for such return, and claim from You any and all expenses We incur in connection with such return. We may ask You to complete additional checks and procedures, if We discover or have grounds to suspect that You are not a named holder of the card used for top-up purposes. We reserve the right to suspend Your EMPYREAN CARDS Wallet unless such checks and procedures are completed to Our satisfaction.
8. We may apply limits on top-up payments and incoming transfers, which depend on the top-up method, Your verification status with Us, country and other factors reasonably designated by Us to be in line with the security and legal requirements. We reserve the right to change the limits from time to time. You agree that if the amount of top-up payment or incoming transfer does not fall under the limits applicable to Your EMPYREAN CARDS Wallet, We may reject the payment and return funds. We reserve the right to apply fees for such return and claim from You any and all expenses We incur in connection with such return. You are also required to check limits, fees and charges, as well as currency exchange rates of persons related to execution of the top-up payment or incoming transfer, such as banks or payment service providers and international payment card associations or networks. Any and all fees and charges, as well as costs on currency conversion applied to the top-up payment or incoming transfer by persons related to its execution shall be covered by You. We shall not be responsible for the time period required to execute Your top-up payment or incoming transfer.

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9. We are recipient of funds transferred to top-up Your EMPYREAN CARDS Wallet. We do not act as a payment service provider with respect to such payment until the payment is received by Us. We shall not be responsible for the funds transferred to top-up Your EMPYREAN CARDS Wallet until the payment is received by Us. The funds We received corresponding to E-Money issued by Us will be held in segregated bank account separately from Our own funds.
10. Before We top-up Your EMPYREAN CARDS Wallet, We may ask You to complete, to Our satisfaction, due diligence procedures carried out by Us with respect to the funds transferred to top-up Your EMPYREAN CARDS Wallet, as detailed in Clause 8 above. You agree that We may refuse or suspend any top-up payment or incoming transfer if We are not satisfied with the results of due diligence procedures carried out by Us with respect to such payment. Where We refuse in top-up of Your EMPYREAN CARDS Wallet, We will return funds. We reserve the right to apply fees for such return, and claim from You any and all expenses We incur in connection with such return.
11. Where all the provisions set out in these T&Cs are met and unless We are otherwise instructed by Our internal policies and / or restricted or prohibited from doing so by law, the funds transferred to top-up Your EMPYREAN CARDS Wallet will be exchanged for E-Money issued by Us at the nominal monetary value and credited to Your EMPYREAN CARDS Wallet. The nominal monetary value of E-Money coincides with the value of funds transferred to top-up Your EMPYREAN CARDS Wallet (after deduction of all fees and charges, relating to the top-up payment or incoming transfer).
12. You accept that funds received by Us in exchange for E-Money issued by Us, as well as E-Money held on Your EMPYREAN CARDS Wallet shall not constitute, in any circumstances, either a deposit or other repayable funds and We will not pay and You will not earn any interest or other benefit for E-Money held on Your EMPYREAN CARDS Wallet associated with the duration of time You hold E-Money with Us.

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13. FOR THE AVOIDANCE OF DOUBT, YOU HEREBY WAIVE YOUR RIGHT TO CLAIM CHARGEBACK OR OTHERWISE REVERSE PAYMENT MADE BY YOU TO TOP-UP YOUR EMPYREAN CARDS WALLET.

*OUTGOING SWIFT TRANSFERS ARE TEMPORARILY UNAVAILABLE. COMING SOON.

Withdrawal of funds from EMPYREAN CARDS Wallet. E-money redemption terms

1. You have the right to request Us to redeem and withdraw from Our System all or part of the funds (monetary value of E-Money) held on Your EMPYREAN CARDS Wallet at any time during the term of this Agreement, save for the cases when Your EMPYREAN CARDS Wallet is suspended by Us or You are otherwise limited in using funds held on Your EMPYREAN CARDS Wallet according to these T&Cs.
2. Funds from Your EMPYREAN CARDS Wallet can be withdrawn through a number of different methods, including payout to a card, SWIFT* or SEPA transfer (in Euro currency only), alternative payment methods, depending on the withdrawal methods available in Your country of residence, Your verification status with Us, as well as other factors related to the security and legal requirements. Withdrawal methods that We support are listed in EMPYREAN CARDS Fees and Charges and / or posted on Your EMPYREAN CARDS User Portal inside Our System. We reserve the right to extend the list of withdrawal methods from time to time. We do not guarantee that any of the withdrawal methods will be available all the time and that a particular withdrawal method is available to You. We may discontinue to support You with any of the withdrawal methods at any time as long as there is at least one withdrawal method available to You.
3. If You wish to withdraw funds from Your EMPYREAN CARDS Wallet through payout to a card, You can use card which is already linked to Your EMPYREAN CARDS Wallet, as follows from Clause 9.6 above, or add details of a new card following the relevant on-screen instructions of Your EMPYREAN CARDS User Portal.

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4. A card, bank account or payment account with another payment service provider where to You wish to withdraw funds from Your EMPYREAN CARDS Wallet must be issued or opened in Your name. We may request from You to confirm that You are a named holder of the withdrawal method chosen by You. If We have grounds to suspect that You are not a named holder of the withdrawal method chosen by You, We may ask You to complete additional checks and procedures carried out by Us and reserve the right to suspend Your EMPYREAN CARDS Wallet for the period of such checks and procedures. You agree that We reserve the right to refuse Your withdrawal transfer request, if We discover that You are not a named holder of the withdrawal method chosen by You. You accept that We may apply fees for investigation of Your withdrawal transfer.
5. To request Us to redeem E-Money and withdraw funds from Your EMPYREAN CARDS Wallet You will need to follow the instructions given in Clause 11 below that shall be read in conjunction with this Clause 10.

***OUTGOING SWIFT TRANSFERS ARE TEMPORARILY UNAVAILABLE. COMING SOON.**

Making and receiving transactions

1. With Your EMPYREAN CARDS Wallet You can make and receive, as appropriate, the following transfers / payments:
 1. Top-up payments and incoming transfers, including SWIFT* and SEPA transfers, top-ups by cards (same cardholder only) and transfers by alternative payment methods;
 2. Withdrawals and outgoing transfers (a payment service when money is transferred, E-Money is redeemed), including SWIFT* and SEPA transfers (in Euro currency only), payouts to cards and transfers by alternative payment methods. You can also make and receive internal EMPYREAN CARDS transfers (incoming and outgoing) to / from another holder of EMPYREAN CARDS Wallet,

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as well as transfer funds between subaccounts of Your EMPYREAN CARDS Wallet with or without currency conversion.

2. To make Transaction You will need to enter in Our System and fill out Transaction order details following the relevant on-screen instructions of Your EMPYREAN CARDS User Portal.

To initiate transfer of funds You will need:

1. To indicate phone number / e-mail address / Wallet ID, – for internal EMPYREAN CARDS transfers, – or other Unique Identifier of the Payee, – for withdrawals and outgoing transfers,
 2. To select Supported Currency of the Transaction, and
 3. To specify amount of funds You wish to transfer. For withdrawals and outgoing transfers You may also need to indicate name and address of the Payee and / or its payment service provider, specify country of funds destination or other payment details required for the Transaction execution. We shall have the right to set up mandatory information that must be provided to Us in the Transaction order details for the Transaction execution. We will execute Your Transaction order only if the information required for execution is in place.
3. You shall be careful when filling out details of the Transaction order and check that all payment details, including Unique Identifier of the Payee, are accurate, complete and correct. If the payment details You provide to Us are not complete or correct, the Transaction may be delayed or misrouted. We also reserve the right to refuse in the Transaction execution.

You accept that if the Transaction is executed by Us in accordance with the Unique Identifier of the Payee indicated by You in the Transaction order, it shall be deemed to have been executed correctly. If besides the Unique Identifier of the Payee the Transaction order contains any

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additional information, We shall be liable only for execution of the Transaction according to the Unique Identifier indicated in the Transaction order.

Unless otherwise required under the applicable laws or regulations, when crediting or debiting funds to EMPYREAN CARDS Wallet according to the Unique Identifier indicated in the Transaction order, We are not obliged to check whether such Unique Identifier received by Us corresponds to the name and surname / name of account holder. In the event that We proceed with such check and find the difference between Unique Identifier received by Us and the name and surname / name of account holder, We shall have the right to refuse in execution of such Transaction order.

We shall not be liable for non-execution or defective execution of the Transaction if You provided Us with incorrect payment details and / or Unique Identifier of the Payee. If a Transaction order sent to Us contains errors, You shall contact Us immediately by e-mail using the e-mail address provided in Clause 30 below and / or through any other contact tools which We make available to You from time to time.

You shall bear all liability for errors made by You in the Transaction order. We shall not be liable for such errors of Yours and for any losses or damages that occur in the result of such errors, including the case when funds have been transferred to incorrect recipient.

You understand that once funds are credited to Payee's account, the Transaction becomes irreversible and return of funds can only be completed if the recipient gives written instructions to return funds to You.

We will make reasonable efforts to recover the funds transferred to incorrect recipient. You accept that We may apply fees for recovery, as well as pass on You fees and charges of banks and payment service providers related to Transaction execution for their assistance in recovery process. We do not guarantee that recovery of funds will be successful, but in the event that collection of funds is not possible, We will provide You, upon written request, all information available to Us in order for You to file legal claim to recover the funds.

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4. In the event that Transaction order received by Us does not contain sufficient information for the Transaction execution or contains errors, so that funds can not be duly debited or credited to the Payee's account, We reserve the right to contact You (via verified e-mail address or phone number with Us) for specification of the accurate information on the payment details for the Transaction execution.
5. Transactions, including withdrawals and outgoing transfers, may require Your authorisation. In such a case We will execute the Transaction only after it is authorised by You. Transaction is considered to be authorised by You only if You have given consent to Us to execute the Transaction. You give a consent to Us to execute the Transaction enclosing Your e-signature, as detailed in Clause 7.1 above, and / or indicating OTP code sent to Your verified e-mail address or phone number with Us and / or by other Security Credentials that We provide or make available to You from time to time pursuant to Clause 7.2 above.

Notwithstanding above, You give Us a consent to return to the initial payer a full or partial amount of funds that have been credited to Your EMPYREAN CARDS Wallet if We have reasonable grounds to suspect that such funds have been received by You unlawfully, fraudulently or You did not provide information or documents supporting the Transaction at Our request or We consider such information or documents insufficient evidence of the Transaction or in the event We find the difference between Unique Identifier received by Us and the name and surname / name of account holder, as well as in other cases described in Clauses 12.1 and 12.2 below. You accept that no further authorisation or consent from You required for the return of funds that will be debited from Your EMPYREAN CARDS Wallet. You understand that for the return of funds according to this paragraph We may charge fees applicable to outgoing transfers, as detailed in EMPYREAN CARDS Fees and Charges.

6. Unless there is a problem with Our System, We will ordinarily receive Your Transaction order on the day when it was sent by You. If You send Transaction order on the day that is not a Business Day, it shall be deemed to have been received by Us on the following

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Business Day. If the Transaction order is received by Us on the Business Day, but not on the working hours, it shall be deemed to have been received by Us on the following Business Day. EMPYREAN CARDS working hours can be found on the Site.

7. Once You send Transaction order to Us to execute the Transaction, it will be assigned with “pending” status.

Your Transaction order can be revoked before it is executed or before the funds have been credited to Payee’s account. If You wish to cancel the Transaction, You should contact Us immediately after the Transaction was initiated (by e-mail using the e-mail address provided in Clause 30 below and / or through any other contact tools which We make available to You from time to time). We will cancel the Transaction if the funds have not been debited from Your EMPYREAN CARDS Wallet yet. Once the Transaction has been executed by Us, You can not longer revoke the Transaction order.

In the event that We agree with You on a particular date for execution of the Transaction order, You can revoke the Transaction order till the end of the Business Day before the agreed date of Transaction order execution.

You accept that We may apply fees for revocation (cancelation) of the Transaction order.

8. There is no overdraft facility available in EMPYREAN CARDS Wallet. We will execute the Transaction only from the available Balance of Your EMPYREAN CARDS Wallet. Before making any Transaction, You will need to check Balance of Your EMPYREAN CARDS Wallet, which must be sufficient to cover a particular Transaction, including EMPYREAN CARDS fees and charges relating to such Transaction and currency conversion fee (where applicable). If You do not have enough E-Money on Your EMPYREAN CARDS Wallet, You may not be able to create and send Transaction order to Us or We will refuse in execution of such an order. We will notify You about the refusal and reasons for it.

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For the avoidance of doubt, if the Balance of Your EMPYREAN CARDS Wallet is less than the amount of the Transaction and EMPYREAN CARDS fees and charges or is sufficient only to cover EMPYREAN CARDS fees and charges relating to the Transaction execution and / or currency conversion fee (where applicable), We will refuse in the Transaction execution as after deduction of Our fees and charges there will be no funds to cover the Transaction itself. The same clause is applied in case You wish to redeem Your E-Money.

9. Transactions may be subject to additional checks and procedures carried out by Us, including without limitation a requirement to provide Us with the supporting documents for the Transaction confirming its economic background and benefits gained by the parties to the Transaction.
10. Where all the provisions set out in these T&Cs are met and unless We are otherwise instructed by Our internal policies and / or restricted or prohibited from doing so by law, We will execute the Transaction as per Your instructions:
 1. For internal EMPYREAN CARDS transfers: E-Money will be credited to EMPYREAN CARDS Wallet of the Payee associated with the Wallet ID, phone number or e-mail address indicated by You in the Transaction order by the end of the Business Day when the Transaction order has been received by Us, as detailed in Clause 11.6 above.
 2. For withdrawals and outgoing transfers: We will redeem E-Money, at its nominal monetary value, and proceed with withdrawal or outgoing transfer. Additional fees for E-Money redemption may be applied in accordance with the applicable law. Normally, We will only apply fees for transfer of funds as per EMPYREAN CARDS Fees and Charges. It is Our responsibility to ensure that funds of Your withdrawal or outgoing transfer are received by the Payee's payment service provider:

1. SEPA transfer – during the execution time of one (1) Business Day following the day when the Transaction order has been received by Us,

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as detailed in Clause 11.6 above, provided, however, that You indicated Payee's IBAN and Payee's payment service provider participates in SEPA transfer scheme;

2. SWIFT* transfer within European Union / European Economic Area (EU / EEA) – during the execution time of one (1) to three (3) Business Days following the day when the Transaction order has been received by Us, as detailed in Clause 11.6 above;
3. SWIFT* transfer outside EU / EEA – as soon as possible. SWIFT* transfers can be made only to banks in foreign countries that are not forbidden for money transfers. You accept that there may be a delay in execution time periods provided above because of the banks or payment service providers participating in the Transaction order execution, including without limitation the case when additional checks or verifications are made on the side of such banks or payment service providers.

11. For the purposes of withdrawal or outgoing transfer by means other than SEPA transfer when a withdrawal or outgoing transfer is made to an account held with a bank or payment service provider We may be specified as a payer. We shall not be responsible for the withdrawal or outgoing transfer once the funds are received by the recipient's (Payee's) payment service provider.

You agree that all fees and charges of the recipient's (Payee's) bank or payment service provider, as well as costs on currency conversion (where applicable) that the recipient (Payee) incurs for receiving of funds shall be covered by the recipient (Payee).

12. You accept that Transactions may be subject to limits applicable by Us to be in line with the security and legal requirements. We reserve the right to change the limits from time to time. You agree that if the amount of funds You wish to transfer does not fall under the Transaction limits applicable to Your EMPYREAN CARDS Wallet, You may not be able

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to create and send Transaction order to Us or We will refuse in execution of such an order.

You understand that recipient (Payee) of funds may be also subject to transaction limits and that this may affect the recipient's access to the funds You intend to transfer. If the amount of funds You transferred does not fall under the transaction limits applicable to the recipient (Payee), the funds may be returned to You and will be credited to Your EMPYREAN CARDS Wallet.

13. When executing Your Transaction order, We shall transfer to the Payee's payment service provider the information provided in the Transaction order.

You agree that Your phone number, e-mail address, Wallet ID or other Unique Identifier and / or other data required for the Transaction execution or provided in the Transaction order details will be displayed to the Payee of the Transaction and / or to the Payee's payment service provider.

14. In the event that funds of the withdrawal or outgoing transfer are returned to Us in the result of unsuccessful Transaction, for whatsoever reason, such funds will be exchanged for E-Money issued by Us and credited to Your EMPYREAN CARDS Wallet. You accept that fees paid by You for the withdrawal or outgoing transfer are not refundable. You agree that because of Our fees and charges related to returning of funds, the amount of E-Money credited to Your EMPYREAN CARDS Wallet may be different from the amount of funds You originally transferred.

15. If You are not the intended recipient (Payee) of the Transaction and noticed that funds have been credited to Your EMPYREAN CARDS Wallet by mistake or without legal basis, You shall notify Us about the respective Transaction immediately by e-mail using the e-mail address provided in Clause 30 below and / or through any other contact tools which We make available to You from time to time. You are not entitled to dispose such funds.

We shall have the right to debit Your EMPYREAN CARDS Wallet on the amount incorrectly credited to it without Your consent or authorisation and transfer such funds to the Payer or their

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intended recipient. If the Balance of Your EMPYREAN CARDS Wallet is insufficient to debit the incorrectly credited amount from Your EMPYREAN CARDS Wallet, which means that You have disposed of such incorrectly credited amount, You will be required to top-up Your EMPYREAN CARDS Wallet on the amount of incorrect Transaction.

16. You understand that incoming transfers to Your EMPYREAN CARDS Wallet can be reversed. We shall have the right to reverse such payment if the Payer or Payer's bank or payment service provider initiated a chargeback or otherwise reversed a payment which was transferred to fund Your EMPYREAN CARDS Wallet.

17. You can make Transactions using Supported Currencies of Your EMPYREAN CARDS Wallet (always subject to the available E-Money value in the currency selected by You for the Transaction).

If You wish to make the Transaction in a currency which is Our Supported Currency, but differs from the Supported Currency of Your EMPYREAN CARDS Wallet, which You wish to have debited, there will be a need in currency conversion.

To proceed with currency conversion, You will need to send a request to Us following the relevant on-screen instructions of Your EMPYREAN CARDS User Portal. You will be required to indicate amount of funds You wish to transfer and select Supported Currency of the Transaction. You will see currency exchange rate, formed in accordance with Clause 5.8 above, as well as amount of E-Money in the Supported Currency of Your EMPYREAN CARDS Wallet that We will use to purchase E-Money in the Supported Currency of the Transaction. If You agree with the proposed currency exchange rate, You will need to confirm the above listed details to complete currency conversion operation as per the proposed currency exchange rate before sending Transaction order to Us.

If You do not have sufficient E-Money in the Supported Currency chosen by You for the Transaction, but You have sufficient E-Money in another Supported Currency of Your EMPYREAN CARDS Wallet, We will not execute the Transaction until You give instructions to Us to convert that another Supported Currency into the Supported Currency of the Transaction.

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The above currency conversion rules also apply where You wish to make a conversion between Supported Currencies of Your EMPYREAN CARDS Wallet irrespective of execution of any Transaction.

18. If You are the Payer, after the amount of Transaction made by You is debited from Your EMPYREAN CARDS Wallet, We will provide You, without undue delay, with the following information:

1. Information enabling You to identify each Transaction and information relating to the Payee;
2. Amount of the Transaction in the currency in which Your EMPYREAN CARDS Wallet is debited, or in the currency specified in the Transaction order;
3. Amount of any charges for the Transaction and, where applicable, a breakdown of the amounts of such charges, or interest payable by You in connection with the Transaction;
4. Currency exchange rate applied by Us to the Transaction and the Transaction amount after the currency conversion (where applicable);
5. Date when funds have been debited from Your EMPYREAN CARDS Wallet or date when Transaction order has been received by Us.

19. If You are the Payee, after execution of the Transaction, We will provide You, without undue delay, with the following information:

1. Information enabling You to identify the Transaction and the Payer, as well as any information transferred along with the Transaction;
2. Amount of the Transaction in the currency in which Your EMPYREAN CARDS Wallet is credited;

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3. Amount of any charges for the Transaction and, where applicable, a breakdown of the amounts of such charges, or interest payable by You in connection with the Transaction;
 4. Currency exchange rate applied by Us to the Transaction and the Transaction amount before the currency conversion (where applicable);
 5. Date when funds have been credited to Your EMPYREAN CARDS Wallet.
20. We may apply fees for execution of Transactions and other related fees and charges depending on the type of Your EMPYREAN CARDS Wallet and the type of Transaction that You make or receive. Transaction fees are charged when the Transaction is executed. We also reserve the right to set excess Transaction activity fees if the number of Transactions on Your EMPYREAN CARDS Wallet is significant. You are required to check EMPYREAN CARDS Fees and Charges before making any Transaction.
21. Any Transaction You make or receive, including its details, EMPYREAN CARDS fees and charges, as well as currency exchange rate (where applicable) relating to such Transaction will appear in the history of Your EMPYREAN CARDS Wallet operations once it is completed. You should check history of Your EMPYREAN CARDS Wallet operations regularly and let Us know about any irregularities or questions You have without undue delay by e-mail using the e-mail address provided in Clause 30 below and / or through any other contact tools which We make available to You from time to time. Each Transaction is given a unique Transaction ID which You should indicate when communicate with Us about a particular Transaction.
22. At Your EMPYREAN CARDS User Portal You can create, free of charge, for Your own purposes, daily, weekly and monthly virtual reports on the Transactions. You accept that We may apply fees for the hard copy of the reports, as well as for the account statement to auditors or other third party (both hard and e-copy). Delivery of the hard copy of reports shall be paid by You.

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*OUTGOING SWIFT TRANSFERS ARE TEMPORARILY UNAVAILABLE. COMING SOON.

Prohibited activities

1. It is strictly prohibited:

1. To use EMPYREAN CARDS Wallet or EMPYREAN CARDS Services for any unlawful or illegal purposes including without limitation fraud, money laundering, terrorist financing, or other criminal or illegal activities;
2. To make or receive Transactions to / from natural or legal persons involved into fraud, money laundering, terrorist financing, or other criminal or illegal activities;
3. To use Your personal EMPYREAN CARDS Wallet for the purposes other than private, including business, trade or profession activities;
4. To top-up Your EMPYREAN CARDS Wallet with illegally originated funds;
5. To use name and other data of third party in order to register in Our System, open EMPYREAN CARDS Wallet and / or complete Your due diligence procedures with Us;
6. To provide Us with false, misleading or inaccurate information;
7. To use EMPYREAN CARDS Wallet or EMPYREAN CARDS Services in a way that causes loses, damages or other negative consequences to Our or third parties' business reputation;
8. To infringe Our or third parties' Intellectual Property Rights;
9. to open and use EMPYREAN CARDS Wallet or EMPYREAN CARDS Services from countries which are not included into the List of Allowed Countries and Territories, as well as to top-up Your EMPYREAN CARDS Wallet, make and receive Transactions and have other relationships with countries included into the List of Prohibited Countries and Territories;

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10. To introduce viruses or other malware and destructive components into Our System;
 11. To open or attempt to open more than one personal or business EMPYREAN CARDS Wallet with Us;
 12. To use EMPYREAN CARDS Wallet or EMPYREAN CARDS Services for the sale or supply of goods or provision of services that are prohibited by law or contradict public order and moral principles;
 13. To use EMPYREAN CARDS Wallet or EMPYREAN CARDS Services or conduct Your business in a manner that may lead to disputes, complaints, chargebacks, reversals, refunds, fees, fines, penalties or other liability to Us, You, other holders of EMPYREAN CARDS Wallet or third parties;
 14. To use EMPYREAN CARDS Wallet or EMPYREAN CARDS Services in a manner that may violate any applicable laws or regulations, rules of international payment card associations or networks and / or banks or payment service providers;
 15. To disclose Log-in Details and other EMPYREAN CARDS Security Credentials to any third parties including friends and family members;
 16. To breach the provisions of these T&Cs.
2. We reserve the right to restrict opening and use of EMPYREAN CARDS Wallet and EMPYREAN CARDS Services for certain types of activities and Transactions. A List of Prohibited Activities is placed on the Site and can be amended by Us from time to time. You are required to review the List of Prohibited Activities and must refrain from opening EMPYREAN CARDS Wallet in the event that You intend to use EMPYREAN CARDS Wallet or EMPYREAN CARDS Services for any of the activities included into the list.

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3. If You breach or We have grounds to suspect that You may be in breach of the above prohibitions and / or are involved into activities included inpermitted-countries-for-the-legal-and-natural-clients to the List of Prohibited Activities, We reserve the right, at Our absolute discretion, to:
 1. Reverse the Transaction or refuse in the Transaction execution; and / or
 2. Return to the initial payer a full or partial amount of funds that have been credited to Your EMPYREAN CARDS Wallet
 3. Suspend and / or close Your EMPYREAN CARDS Wallet, terminate provision of EMPYREAN CARDS Services to You and terminate this Agreement, as detailed in Clause 20 below; and / or
 4. Report any suspicious activity to the competent law enforcement authorities; and / or
 5. Inform about breach of the above prohibitions other holders of EMPYREAN CARDS Wallet, Payees or Payers of the Transaction, as well as bank or payment service provider and / or payment card association or network involved in the Transaction execution;
 6. Take legal actions against You; and / or
 7. Claim losses and damages from You. Unless We are prohibited from doing so by law, We will notify about the actions We took or imposed against You or Your EMPYREAN CARDS Wallet in connection with Your breach of the above prohibitions. You shall bear and reimburse Us any losses and damages that We incur in the result of such breach.

Data protection

1. To provide service and safeguard the prevention, investigation and detection of payment fraud We process personal data.

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2. You should be aware that by providing You with EMPYREAN CARDS Wallet and EMPYREAN CARDS Services We act as a data controller and You may act as a data subject or as a joint data controller as a case may be. The terms personal data, data subject, data controller and data processor are used in the meaning given by the General Data Protection Regulation (GDPR).
3. By opening EMPYREAN CARDS Wallet for You, We collect Your personal data, so in this case We act as a data controller, and You act as a data subject, therefore We are subject to respective rights and obligations under applicable data protection laws.
4. In some cases, when You are a business, You transfer to Us personal data of Your officers or other Representatives and Members. Insofar You and We jointly determine to process personal data for the purposes of Our cooperation, We and You are joint data controllers and bear several liability for data protection infringements. You shall warrant that You have appropriate legal grounds to collect, process and transfer to third parties personal data of Your officers and other Representatives and Members.
5. We access, process and retain only those personal data that are necessary for the provision of Our Services.
6. For more details regarding the data protection and processing, please refer to Our Privacy Notice.

Confidentiality

1. You undertake to keep confidential Our technical and commercial information which has become known to You in the result of execution of this Agreement, save for the publicly available information. You shall not transfer such information to any third party without Our prior written consent.

Intellectual property

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1. You acknowledge and agree that any and all titles, interests and Intellectual Property Rights that exist now, and all such titles, interests and rights subsequently acquired by Us to the Site, EMPYREAN CARDS User Portal and Eco-System EMPYREAN CARDS in its entirety, including without limitation to all information, content and material contained therein, are owned or licenced by Us and are protected by intellectual property laws and / or international treaty provisions.
2. Nothing in these T&Cs grants You any legal rights to the Site, EMPYREAN CARDS User Portal and Eco-System EMPYREAN CARDS in its entirety other than as necessary to enable You to access EMPYREAN CARDS Wallet and obtain EMPYREAN CARDS Services.
3. You acknowledge that, under no circumstances, You will acquire any title or interest to any part of the Site, EMPYREAN CARDS User Portal, Eco-System EMPYREAN CARDS or their contents. You may not reproduce, store, share, distribute or use any of the information, content and material contained on the Site, EMPYREAN CARDS User Portal or Eco-System EMPYREAN CARDS, either in whole or in part, without Our or the respective owner's prior written consent.

Trademarks

1. "EMPYREAN CARDS" name and logos are trademarks of EMPYREAN CARDS and / or Our affiliates. Other marks, graphics, icons, names and logos used or displayed on or through the Site, EMPYREAN CARDS User Portal and the described or offered products or services are trademarks, trade dress and / or service marks of EMPYREAN CARDS, Our affiliates or otherwise are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by EMPYREAN CARDS. You must not copy or use any of the abovementioned trademarks, trade dress and / or service marks, in whole or in part, without Our and the respective owner's prior written consent.

Our liability

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1. You agree that We consider any Transaction executed by Us as per instructions provided You and authorised according to these T&Cs as executed correctly and duly authorised by You personally.
2. You are obligated to check information about the executed Transactions at least one (1) time per month and contact Us immediately by e-mail using the e-mail address provided in Clause 30 below and / or through any other contact tools which We make available to You from time to time if any questions or concerns arise in connection with the Transactions.
3. Where You are a Consumer, You may be entitled to obtain a refund from Us of the full amount of unauthorised or incorrectly executed Transaction (due to Our error) only if You notify Us in writing without undue delay by e-mail using the e-mail address provided in Clause 30 below and / or through any other contact tools which We make available to You from time to time on becoming aware of any such Transaction giving rise to a claim and no later than thirteen (13) months after the debit date. You accept that You will not be entitled to obtain a refund from Us if You fail to notify Us about unauthorised or incorrectly executed Transaction (due to Our error) within thirteen (13) months after the debit date, provided that We made available to You the information on the Transaction in accordance with these T&Cs. In such a case You shall bear all the losses relating to the unauthorised or incorrectly executed Transaction.
4. Where You are contracting Us not as a Consumer, We shall be liable for losses You incur in the result of unauthorised or incorrectly executed Transaction (due to Our error) only if You notify Us in writing without undue delay by e-mail using the e-mail address provided in Clause 30 below and / or through any other contact tools which We make available to You from time to time on becoming aware of any such Transaction giving rise to a claim and no later than one (1) month after the debit date. You accept that We shall not be liable for losses You incur in the result of unauthorised or incorrectly executed Transaction (due to Our error) if You fail to notify Us about any such

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Transaction within one (1) month after the debit date, provided that We make available to You the information on the Transaction in accordance with these T&Cs. In such a case You shall bear all the losses relating to the unauthorised or incorrectly executed Transaction.

5. You shall bear all the losses relating to the unauthorised Transactions, if You acted fraudulently or failed with intent or gross negligence to comply with the security measures required to keep Your EMPYREAN CARDS Wallet safe.
6. Where You are a Consumer, You shall bear the losses, up to a maximum of EUR 50, relating to the unauthorised Transactions resulting from the use of lost or stolen Log-in Details or other EMPYREAN CARDS Security Credentials or from the misappropriation of EMPYREAN CARDS Wallet unless You acted fraudulently as described in Clause 17.5 above. If You are contracting Us not as a Consumer, Your liability under this clause shall not be limited and You shall bear all the losses relating to the unauthorised Transactions resulting from the above.
7. You shall not bear any financial consequences resulting from the use of lost or stolen Log-in Details or other EMPYREAN CARDS Security Credentials or from the misappropriation of Your EMPYREAN CARDS Wallet which occurs after notifying Us, without undue delay, that Your Log-in Details or other EMPYREAN CARDS Security Credentials have been lost, stolen, misappropriated, used without authorisation or otherwise compromised, except where You have acted fraudulently.
8. Unless You are a Consumer, where You deny having authorised an executed Transaction or claim that the Transaction was not correctly executed by Us, the burden shall be on You to prove that the Transaction was not authenticated, accurately recorded, entered in the accounts or was affected by a technical breakdown or some other deficiency of the service provided by Us.
9. You shall provide Us with all available information about any unauthorised entrance into Our System, as well as about any illegal actions of third parties performed in the result of

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such unauthorised entrance. You undertake to assist Us in investigating of the unauthorised or incorrectly executed Transactions.

10. In case of the improperly execution of the Transactions, We are liable only due to Our fault. We are not liable for third parties' mistakes.
11. If You are initiating the Transaction order or executing the Transaction order by identifying a Unique Identifier, such Transaction order shall be deemed to be executed properly if it was executed according to the specified Unique Identifier. We have the right, but We are not obliged to check whether the Unique Identifier presented in the Transaction order received by Us corresponds to the account holder's name and surname / name. If the Unique Identifier is presented to Us with the account to be credited or debited from the account, the Transaction order is deemed to be executed properly if it was executed according to the specified Unique Identifier. If We carried out the said inspection (for example, in the prevention of money laundering risk) and find out clear mismatch between the Unique Identifier submitted to Us and the account holder's name, We have the right not to execute such Transaction order or reverse the funds credited.
12. If You (Payer) initiate properly the Transaction order and Transaction is not executed or executed improperly, We, at Your request, shall immediately and without charge take measures to trace the Transaction and to inform You about results of the search.
13. We are liable for the properly initiated Transaction order with the terms set forth by these T&Cs and / or additional agreements entered into between Us and You.
14. We are liable for the not applying the commission fees or giving back the already paid commission fee in case if the Transaction order was not executed or executed improperly due to Our fault.

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15. We are not liable for the indirect losses incurred by You and related to not executed Transaction order or improperly executed Transaction order. We may be liable only for Your direct losses in accordance with the provisions of these T&Cs.
16. Limitations of Our liability shall not be applied if such limitations are prohibited by the applicable law.
17. The conditions of the re-payment of the amount of the Transactions of the Payee or initiated by the Payee are the same as they are set forth in Law on Payments of United Kingdom, unless otherwise agreed between You and Us as the parties to this Agreement.

Limited liability. Indemnification

1. Without prejudice to other provisions of these T&Cs that exclude or limit Our liability under these T&Cs, You accept and agree that to the fullest extent permitted under the applicable laws and regulations We shall not be liable:
 1. For any (i) indirect; (ii) consequential; (iii) special; (iv) exemplary; (v) punitive; or (vi) incidental damages of any kind arising out of these T&Cs, including without limitation damages for loss or non-receipt of income, profit, revenue or savings, waste of management or office time, business interruption, loss of business information, loss of goodwill or business reputation, loss of Your business, even if We have been advised of the possibility of such damages;
 2. For the goods and services that You sale, supply, provide or receive using Your EMPYREAN CARDS Wallet for payment purposes, including without limitation for the quality, performance, safety and legality of such goods or services, as well as for their actual delivery;
 3. For illegal actions of third parties performed in the result of unauthorised access to Your EMPYREAN CARDS Wallet, as well as for illegal documents and information provided by such persons;

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4. For the correct performance of the Transaction if We can prove that payment service provider involved into receiving funds by You or other Payee received the payment within appropriate time period. We shall, on Your request and free of charge, make immediate efforts to trace a non-performed or defectively performed Transaction and notify You on the outcome;
5. For any losses or damages You incur in the result of suspension of Your EMPYREAN CARDS Wallet and EMPYREAN CARDS Services, termination of any or all of EMPYREAN CARDS Services or products, termination of this Agreement and closure of Your EMPYREAN CARDS Wallet according to the provisions of these T&C;
6. For any viruses or other malware suffered by the computer or other system, software or equipment therefrom You access and use Your EMPYREAN CARDS Wallet or EMPYREAN CARDS Services;
7. For non-performance or breach of these T&Cs and any losses or damages You incur in the result of such non-performance or breach because of errors, illegal intervention, viruses or other malware suffered by Our System;
8. For the interruptions of Our System caused by regular operational maintenance, update or upgrade of Our System that limited access to or use of Your EMPYREAN CARDS Wallet or EMPYREAN CARDS Services;
9. For any costs, fees and charges, including costs on currency conversion (where applicable), of persons related to execution of Transactions, such as banks or payment service providers and international payment card associations or networks, as well as for acts, errors or omissions of the same with respect to Your funds;
10. For assessment and payment of any taxes, duties and other relevant charges that may arise from Your activity with the use of EMPYREAN CARDS Wallet or

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EMPYREAN CARDS Services. You are solely responsible for assessment and payment of any tax obligations and other relevant duties and charges whatsoever;

11. For any losses or damages You incur in the result of Your failure to comply with the applicable laws and regulations;
12. For any losses or damages You incur in the result of Our compliance with the requirements of the applicable laws and regulations;
13. For non-performance or breach of these T&Cs or delay in performance of Our obligations under these T&Cs, as well as for any losses or damages You incur in the result of such non-performance, breach or delay, if it was caused by abnormal and unforeseeable circumstances beyond Our control or the control of intermediary affected on which We rely when perform obligations hereunder, including without limitation Your or third parties' actions or inactivity, bank delays, acts of God, war (whether declared or not), acts of terrorism, invasion, fire, strikes, lock-outs or any other industrial action, acts, decisions, regulations, restrictions of any competent authorities, malfunction or unavailability of Internet, telecommunications, networks, computer or other systems, major operational or security incidents, or other circumstances beyond Our control, which make it practically impossible for Us to comply with the provisions of these T&Cs. We will take all reasonable efforts to end such circumstances, as well as will notify You about their occurrence as soon as reasonably possible;
14. Consequences arising after We legally terminate these T&Cs, close Your EMPYREAN CARDS Wallet, suspend it or otherwise limit access to it, also after reasonable limitation or termination of provision of all or part of Our Services;
15. For Your failure to fulfill Your own contractual obligations.

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2. You are required to ensure that You make or receive Transactions to / from natural or legal persons for the sale or supply of goods and services You provide or receive in compliance with any applicable laws and regulations. For the avoidance of doubt, the fact that E-Money or its monetary value has been sent or received through Us does not confirm the legality of sale or supply of goods and services that You may provide or receive. We do not control and are not responsible for the quality, performance, safety and delivery of goods and services that are paid for using EMPYREAN CARDS Wallet or EMPYREAN CARDS Services. You must refrain from the Transaction if You are not sure in the legality of sale or supply of goods and services. We shall not be liable for any losses and damages incurred by You or any other person in the result of Your failure to comply or to check whether the merchant complies with the applicable laws and regulations when sale, supply or provide goods and services.
3. In the event that the applicable laws and regulations do not allow to exclude Our liability under this Agreement, and unless it is prohibited under the law, Our liability under this Agreement shall be in all cases limited to the direct foreseeable damages You incurred in the result of Our breach of these T&Cs and shall not exceed the total amount of fees and charges You paid to Us while use Your EMPYREAN CARDS Wallet and EMPYREAN CARDS Services during the three (3) months of cooperation preceding the day the damages arise.
4. Without prejudice to other provisions of these T&Cs and to the fullest extent permitted under the applicable laws and regulations, You agree to defend, indemnify and hold Us and Our affiliates, subsidiaries, successors, permitted assigns, shareholders, officers, directors, employees, agents and contractors harmless from and against any and all liabilities, losses, damages, claims, demands, actions, suits, investigations, proceedings, costs, expenses, fees (including attorney's fees), fines, penalties, forfeits applied to or imposed on Us or any of the above listed persons in connection with any breach, violation or alleged violation by You or by any person authorised by You, including Your Representative(s) and Members, of these T&Cs and / or applicable laws or regulations.

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5. You give a continues consent to Us to retain and deduct from the Balance of Your EMPYREAN CARDS Wallet the amounts of funds You owe to Us. We will notify You about the reasons for retaining and / or deduction without undue delay. If any amounts of funds You owe to Us under this Agreement have not been deducted from the Balance of Your EMPYREAN CARDS Wallet, including without limitation the case when the Balance of Your EMPYREAN CARDS Wallet is insufficient to make such deductions, We shall have the right to issue an invoice to You for the amount owed to Us which shall be paid by You within three (3) business days in accordance with the invoice instructions. Your failure to pay Our invoice entitle Us to apply late-payment fee, as detailed in Clause 5.5 above.

Suspension of EMPYREAN CARDS Wallet

1. We reserve the right to temporarily suspend Your EMPYREAN CARDS Wallet:
 1. If We have grounds to suspect or have been notified by You that Your Log-in Details or other EMPYREAN CARDS Security Credentials have been lost, stolen, misappropriated, used without authorisation or otherwise compromised, and / or Your EMPYREAN CARDS Wallet is used by unauthorised persons, for fraudulent purposes, or because for other objectively justified reasons relating to the security of Your EMPYREAN CARDS Wallet;
 2. Before You complete, to Our satisfaction, due diligence procedures (including ongoing or periodic monitoring of transactions, business relationship, client's activity, investigations etc.) requested by Us under these T&Cs;
 3. In the event of operational maintenance, update, upgrade or errors of Our System, as well as in case of illegal intervention, viruses or other malware suffered by Our System;
 4. In case of abnormal and unforeseeable circumstances beyond Our control, as detailed in Clause 18.1 (m) above;

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5. If You breach or We have grounds to suspect that You may be in breach of the prohibitions set out in Clause 12 above and / or are involved into activities included into the List of Prohibited Activities;
 6. Where You have business EMPYREAN CARDS Wallet with Us, (i) in the event of change of Your Representative and / or cancelation or expiry of the documents confirming the powers of such Representative to act on Your behalf for the purposes of this Agreement until We verify the identity of the newly appointed or empowered Representative and / or receive the updated documents confirming his / her powers, (ii) if You do not reply to Our request to provide the documents confirming the powers of the Members to act on Your behalf or We are not satisfied with the provided documents and information and / or if the respective documents have been cancelled or expired, – until We receive the updated documents confirming powers of the Members or limit such Members access to Your EMPYREAN CARDS Wallet and remove them from the list of Members;
 7. If You breach or We have grounds to suspect that You may be in breach of the provisions of these T&Cs, or any other conditions applicable to Our services and products;
 8. If We are required to do so by law, including under the requirement of the competent authorities.
2. You accept that if We suspend Your EMPYREAN CARDS Wallet, We will restrict operations on Your EMPYREAN CARDS Wallet, restrict You in using of the functions of Your EMPYREAN CARDS User Portal, as well as in using of EMPYREAN CARDS Services. You may not be able to make or receive Transactions, top-up Your EMPYREAN CARDS Wallet, withdraw funds from Our System or otherwise use Your EMPYREAN CARDS Wallet or EMPYREAN CARDS Services, as well as to enter in Our System at all. We may refuse in execution of Transactions or other instructions provided by You while Your EMPYREAN CARDS Wallet is suspended.

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3. We will inform You of the suspension of Your EMPYREAN CARDS Wallet and reasons for it by e-mail at Your verified e-mail address with Us, where possible, before Your EMPYREAN CARDS Wallet is suspended and at the latest immediately thereafter, unless providing such information would compromise objectively justified security reasons or is prohibited by law.
4. We reserve the right to suspend Your EMPYREAN CARDS Wallet for a period up to thirty (30) days and will lift suspension once the reasons for it have ceased to exist. You accept that We may extend this period in the event that reasons for suspension continue to exist. You understand that when We suspend Your EMPYREAN CARDS Wallet We act in Your, Our or third parties' interests.

T&Cs changes

1. Without prejudice to other provisions of these T&Cs, We reserve the right to unilaterally change these T&Cs at any time for any of the following reasons (without limitation):
 1. Changes are favourable for You;
 2. Changes are expected to make provisions of these T&Cs clearer and easier to Your understanding;
 3. Changes are required to reflect changes or expected changes in Our internal policies or applicable laws and regulations, or to reflect a relevant demand, decision or recommendation of any court, regulator or other competent authority;
 4. Changes need to cover security improvements of Our System, improvements in EMPYREAN CARDS Services or products, introduction of a new and / or replacement or withdrawal of the existing service or product;

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5. Changes are required to reflect increase of Our fees or charges, as well as introduction of additional associated costs, and / or to reflect changes or expected changes in costs We incur when provide services or products to You.
2. A revised edition of these T&Cs will be placed on the Site. Notice about changes to these T&Cs will be also given to You by e-mail at Your verified e-mail address with Us and posted on Your EMPYREAN CARDS User Portal.
3. Changes to these T&Cs are subject to at least two (2) months advance notification before their proposed date of application. If You do not notify Us that changes to these T&Cs are not accepted by You before the proposed date of their entry in force, You will be deemed to have accepted such changes and be bound by the updated or amended T&Cs.
4. In the event that You disagree with the proposed changes to these T&Cs, You have the right to terminate this Agreement free of charge and with effect at any time until the date of their proposed date of entry into force. Your notice rejecting changes to these T&Cs will be deemed as a notice of termination of this Agreement. Termination of this Agreement will lead to closure of Your EMPYREAN CARDS Wallet with Us, as detailed in Clause 20 above.
5. You are not entitled to unilaterally change, amend or alter provisions of these T&Cs.
6. You understand that We are improving EMPYREAN CARDS services and products constantly, which means that We may launch new service, product, functionality or feature of EMPYREAN CARDS Wallet at any time. It is Your choice to use or not to use such services, products, functionalities or features before the proposed date of entry in force of the relevant changes to these T&Cs. You accept that by using such new service, product, functionality or feature of EMPYREAN CARDS Wallet You agree with the relevant changes to these T&Cs covering their application.

Assignment

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1. EMPYREAN CARDS Wallet and this Agreement are personal to You. No person other than You as the registered holder of EMPYREAN CARDS Wallet shall have any rights in relation to these T&Cs and the funds held on Your EMPYREAN CARDS Wallet, except in cases of succession. You may not novate, assign, transfer, sub-contract or otherwise grant any rights, obligations, claims or legal interest under this Agreement and in respect of or over Your EMPYREAN CARDS Wallet to any third party.
2. In the event that You authorise a third party to act on Your behalf (subject to Our prior written consent) any instructions provided to Us by such an authorised person will be treated by Us for the purposes of this Agreement as the instructions that have been duly authorised and provided by You.
3. We reserve the right to assign Our rights and obligations under this Agreement to any third parties at any time without Your consent, provided that such an assignment will be in compliance with the applicable laws and regulations.

Language

1. The formal language of these T&Cs, information and documents to be provided by You under these T&Cs, as well as communication between You and Us, is English. The provisions of these T&Cs in English shall prevail over any other language that may be used in Our communication with You (where so required). Using in Our communication with You of any other language is exclusively for informal purposes and in no way shall alter, change or modify these T&Cs.

Communications

1. Notifications, statements, reports and any other communications related to the use of EMPYREAN CARDS Wallet and EMPYREAN CARDS Services shall be transmitted to You by posting on Your EMPYREAN CARDS User Portal and / or by e-mail or phone at Your verified e-mail address or phone number with Us.

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2. If You have doubts whether the communication has been sent by Us, You should contact Us immediately by e-mail using the e-mail address provided in Clause 30 below and / or through any other contact tools which We make available to You from time to time.
3. Notifications, statements, reports and any other communications shall be deemed transmitted to You when posted or sent by Us and shall be deemed received by You personally. You are required to check the Site, Your verified e-mail address and / or phone number with Us, as well as to enter into Our System regularly in order to timely be acquainted with any notifications and other communications provided to You. You accept that Your failure to comply with this requirement may result in loss of notifications that may impact Your rights and obligations under these T&Cs. We shall not be liable for any losses or damages arising out of Your failure to comply with the above requirement.
4. You understand that EMPYREAN CARDS Wallet is accessed through the Internet and, therefore, accept that there may be a time lag or delay in delivery of communications to You. We shall not be liable for any such delays.
5. All communications sent via telecommunication or electronic means (via the Internet) shall be deemed to be made in writing.

Severability

1. All provisions of these T&Cs are distinct and severable.
2. If any court or other authority of competent jurisdiction finds any provision or part of any provision of these T&Cs to be invalid, unenforceable or illegal, this shall not impair the operation of these T&Cs or affect the other provisions, which are valid.
3. If any provision or part of any provision of these T&Cs is inconsistent with the applicable laws and regulations, the requirements of the applicable laws and regulations override these T&Cs in the part of their inconsistency.

No waiver

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1. Failure or delay by Us to exercise any right, power or remedy under these T&Cs or to require or enforce strict performance by You of any provision of these T&Cs and any supplemental or incorporated documents or policies shall not be regarded as a waiver or relinquishment of any such right, power or remedy.

Heading

1. All headings of these T&Cs are used for convenience of reference only and are not deemed to affect the meaning of any of the provisions of these T&Cs.

Governing law

1. The construction, validity and performance of these T&Cs, as well as any rights, obligations, claims or disputes arising out of them shall be governed in all respects by the laws of the United Kingdom without recourse to the conflict of laws rules regardless of the venue or jurisdiction in which a dispute arises.

Complaints and disputes

1. If You have any complaints relating to the use of EMPYREAN CARDS Wallet or EMPYREAN CARDS Services, You may submit such complaints to Us by e-mail using the e-mail address provided in Clause 30 below and / or through any other contact tools which We make available to You from time to time. Any complaint You sent will be considered and settled in accordance with Our complaint resolution procedures.
2. A complaint sent to Us shall contain a detailed description of circumstances and reference to the documents which are the basis for the complaint. You shall submit any complaint You have to Us no later than within three (3) months after You become aware that Your rights have been violated.
3. We will take all reasonable efforts to consider, settle and provide a reply to Your complaint promptly.

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4. We will provide You with Our reply to Your complaint within fifteen (15) Business Days of its receipt, unless other period is established by the applicable laws and regulations binding to Us.
5. In exceptional situations, for the reasons beyond Our control, where We are not able to provide You with Our reply within the above indicated period, We will send You a holding reply with the reasons for delay in answering and specify the deadline by which You will receive the final reply, but it shall not be longer than thirty-five (35) Business Days from the date of receipt of Your complaint.
6. Consideration of complaints sent to Us is free of charge.
7. We do not guarantee that any complaint You sent to Us will be settled to Your satisfaction, but We encourage You to send any complaints You have to Us in the first instance, so that We will try to settle a dispute amicably.
8. In the event that You are not satisfied with Our reply to Your complaint or do not receive Our reply within the above specified periods, You may use other legal remedies to protect Your rights.
9. Where You are a Consumer, You may refer a claim or complaint You have to Us to the Bank of United Kingdom within one (1) year of learning about violation of Your rights following the procedures set out by the applicable laws and regulations. The complaint to the [Bank of United Kingdom](#) may be submitted by following:
 1. Via the electronic dispute settlement facility E-Government Gateway;
 2. By completing a Consumer application form which may be found in the website of the Bank of Cyprus and by sending it to the Supervision Service of the Central Bank of Cyprus by email cbcinfo@centralbank.cy

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3. By filling out a free-form application and sending it to Supervision Service of the Central Bank of Cyprus by e-mail – cbcinfo@centralbank.cy
 4. More information about the procedure of submitting the compliant to the Central Bank of Cyprus may be found at <https://centralbank.cy>
10. If We are not able to settle a dispute amicably, such a dispute can be settled by court.
11. You accept that in case of dispute between You and Us We reserve the right to retain disputable funds until respective dispute is settled. In such a case You may be limited in disposal of funds held on Your EMPYREAN CARDS Wallet, including withdrawals and outgoing transfers. You also accept that We may froze funds held on Your EMPYREAN CARDS Wallet at the lawful request, including freezing, injunction or any other applicable order of court or other competent authorities. We will notify You about retention or freeze of funds without undue delay.
12. The competent courts in the Republic of the United Kingdom shall have exclusive jurisdiction in any legal matter arising from or related to these T&Cs, save for cases when a dispute shall be resolved by the competent courts of another jurisdiction according to the requirements of EU legislation. Nothing standing above shall prevent Us from bringing any action in the court of any other jurisdiction for injunctive or similar relief.

Contacts

1. To contact Us, please use the following contact details: E-mail: support@empyrean.cash
Site: contact-us@empyrean.cash
2. Address: [COMPANYADDRESS]

We will notify You about changes in Our contact details or contact tools available to You.

Please consider that all communications with Us are subject to Our working hours. EMPYREAN CARDS working hours can be found on the Site.

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These T&Cs last modified on [DATE]

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termination

Termination & Closure of EMPYREAN CARDS Wallet

1. We reserve the right to terminate this Agreement with immediate effect, terminate provision of EMPYREAN CARDS Services to You and close Your EMPYREAN CARDS Wallet in the following cases:
 1. You failed to comply with Our requests to complete due diligence procedures carried out by Us and / or due diligence procedures carried out by Us under these T&Cs are not completed to Our satisfaction, including without limitation the case where We are not able to identify beneficiaries of You as a legal person, and / or You provided Us with untrue or incorrect information in the course of such procedures;
 2. We are not able to check accuracy of the information You provided to Us in the course of the due diligence procedures carried out by Us;
 3. You breach or We have grounds to suspect that You may be in breach of any of the representations and warranties set out in Clause 3.1 above or provided Us with untrue, inaccurate or uncomplete information with respect to such representations and warranties;
 4. You breach or We have grounds to suspect that You may be in breach of the prohibitions set out in Clause 12 above and / or are involved into activities included into the List of Prohibited Activities;
 5. You breach or We have grounds to suspect that You may be in breach of any laws or regulations applicable to Your use of EMPYREAN CARDS Wallet, EMPYREAN CARDS Services or products;

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6. If Your activity is likely to harm operation of Our System, Our or third parties' justified interests, goodwill or business reputation;
7. For the objectively justified reasons relating to the security of Your EMPYREAN CARDS Wallet;
8. You are subject to bankruptcy, insolvency, restructuring, reorganization, liquidation or other similar proceedings or procedures;
9. In case of change of control over You as a legal person;
10. If You are a natural person and You die;
11. We are required to do so by the applicable laws or regulations;
12. We received a lawful requirement to do so from the respective regulator or any other competent authority;
13. We cease to be authorised to supply You with EMPYREAN CARDS Wallet or provide any of EMPYREAN CARDS Services or products;
14. We are not able to provide EMPYREAN CARDS Services because third party provider involved into provision of EMPYREAN CARDS Services ceased and / or is not able to provide required services or products to Us or We are not able to provide required services or products due to other reasons;
15. there are no Transactions on Your EMPYREAN CARDS Wallet for a period of one (1) year, except for periodic service charges for the maintenance and administration of Your EMPYREAN CARDS Wallet. We draw Your attention that after six (6) months of inactivity We apply dormant account fee, as detailed in EMPYREAN CARDS Fees and Charges, to be charged by Us on a monthly basis until Balance of Your EMPYREAN CARDS Wallet reaches 0 (zero).

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16. Your risk level according to our assessment, policies or procedures becomes too high;
 17. In other cases where You breach or We have grounds to suspect that You may be in breach of any provisions of these T&Cs or any other conditions applicable to Our services and products. We will notify You once We decide or will be required to close Your EMPYREAN CARDS Wallet. Unless otherwise required by the applicable laws and regulations or may compromise security measures, We will provide You with the reasons for closure of Your EMPYREAN CARDS Wallet.
2. We may terminate this Agreement unilaterally or stop providing any or all of EMPYREAN CARDS Services or products at any time without indicating the reason by giving You at least two (2) months' prior notice to be sent to Your verified e-mail address with Us.
 3. You may terminate this Agreement:
 1. At any time, – where You are a holder of personal EMPYREAN CARDS Wallet with Us and are not acting as the Representative of legal person that has business EMPYREAN CARDS Wallet with Us, or
 2. At any time upon a new Representative of the legal entity completes, to Our satisfaction, due diligence procedures carried out by Us, – where You are a holder of personal EMPYREAN CARDS Wallet with Us and are acting as the Representative of legal person that has business EMPYREAN CARDS Wallet with Us, or
 3. By thirty (30) days prior written notice, – where You are a holder of business EMPYREAN CARDS Wallet with Us and / or have merchant account inside Our System, – to be sent to Us by e-mail using the e-mail address provided in Clause 30 below and / or through any other contact tools which We make available to You from time to time; termination notice of this Agreement will be considered by

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Us as termination notice of the agreement covering the relationship between the parties with respect to merchant account inside Our System. For the avoidance of doubt, if You have merchant account with Us, it can be terminated separately from Your business EMPYREAN CARDS Wallet in accordance with the procedures specified in the Merchant Terms of Service. Where You are a Consumer, termination of the Agreement shall be free of charge for You. If You are not a Consumer and if the Agreement has been in force less than six (6) months, We reserve the right to apply termination fee.

You may also terminate this Agreement free of charge and with effect at any time until proposed date of entry into force of changes to these T&Cs, as detailed in Clause 21.4 below.

Fees for the use of EMPYREAN CARDS Wallet or EMPYREAN CARDS Services levied by Us on a regular basis shall be payable by You only proportionally up to the termination of the Agreement. If such fees are paid by You in advance, they will be reimbursed proportionally by Us.

4. Upon termination of the Agreement We will not execute any new instructions provided to Us with respect to Your EMPYREAN CARDS Wallet. We will only execute pending Transactions authorised by You prior to termination of the Agreement, provided that all due diligence procedures carries out by Us are completed to Our satisfaction.
5. In case of termination of this Agreement any and all fees, charges and costs You owe to Us, as well as fines, penalties, forfeits, losses and damages incurred by Us or imposed on Us because of Your breach of these T&Cs or due to Your fault, shall be paid by You. The respective amounts will be deducted from the Balance of Your EMPYREAN CARDS Wallet. By accepting these T&Cs You provide Us with a consent (authorise Us) to make such deductions. If any amounts of funds You owe to Us under this Agreement have not been deducted from the Balance of Your EMPYREAN CARDS Wallet, including without limitation the case when the Balance of Your EMPYREAN CARDS Wallet is insufficient to make such deductions, We shall have the right to issue an invoice to You for the

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amount owed to Us which shall be paid by You within three (3) business days in accordance with the invoice instructions. Your failure to pay Our invoice entitle Us to apply late-payment fee, as detailed in Clause 5.5 above

Termination of the Agreement does not exempt You from the liability arisen before the termination.

6. In case of termination of this Agreement We will give You instructions on how You can withdraw available Balance from Your EMPYREAN CARDS Wallet. We will ask You to provide Us with the details of Your bank account or payment account with another payment service provider thereto We can transfer the remaining Balance of Your EMPYREAN CARDS Wallet (if any), which means that We may require from You to confirm that You are a named holder of such account. We will redeem E-Money held on Your EMPYREAN CARDS Wallet, at its nominal monetary value, and transfer the funds (monetary value of E-Money) as per the provided payment details in the event that the withdrawal method chosen by You is supported by Us, You are a named holder of the account, all due diligence procedures carried out by Us are completed to Our satisfaction, including those required to rise limits of Your EMPYREAN CARDS Wallet (where applicable), and if We are not otherwise instructed by Our internal policies and / or restricted or prohibited from doing so by law.

We draw Your attention that Balance of Your EMPYREAN CARDS Wallet must be sufficient to cover withdrawal transfer, including all related EMPYREAN CARDS fees and charges. If You do not have enough E-Money on Your EMPYREAN CARDS Wallet, We will refuse in execution of withdrawal transfer. We will notify You about the refusal and reasons for it.

For the avoidance of doubt, if the Balance of Your EMPYREAN CARDS Wallet is less than the amount of the withdrawal transfer and EMPYREAN CARDS fees and charges or is sufficient only to cover EMPYREAN CARDS fees and charges relating to the withdrawal transfer and / or currency conversion fee (where applicable), We will refuse in execution of the withdrawal

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transfer as after deduction of Our fees and charges there will be no funds for the withdrawal itself.

You undertake to comply with all Our requests to complete the respective due diligence procedures carried out by Us to mitigate the risk of fraud or other illegal activities and to comply with the AML / CFT requirements.

You accept that in certain cases, such as fraud or other illegal activities suspicion, or due to AML / CFT reasons due diligence procedures carried out by Us may take up to 180 days from the termination date.

7. You agree that if You do not provide Us with the details of Your bank account or payment account with another payment service provider thereto We can transfer the remaining Balance of Your EMPYREAN CARDS Wallet (if any) and / or such payment has been returned and / or fail to comply with Our requests to complete due diligence procedures carried out by Us, funds held on Your EMPYREAN CARDS Wallet on the date of termination of this Agreement will remain with Us until We receive requested proper payment details from You and / or transfer the funds and / or You complete due diligence procedures carried out by Us and / or until otherwise is or will be required by the applicable laws and regulations. Safekeeping of funds in such case is subject to a fee as detailed in EMPYREAN CARDS Fees and Charges. We draw Your attention that after six (6) months of inactivity We also apply dormant account fee, as detailed in EMPYREAN CARDS Fees and Charges, to be charged by Us on a monthly basis until Balance of Your EMPYREAN CARDS Wallet reaches 0 (zero).

As an exception and unless We are prohibited from doing so by law, after receiving from You a reasonable explanation supporting with the respective documents why You do not have and are not able to open bank account or payment account with another payment service provider, as well as upon completion, to Our satisfaction, of the additional checks and procedures carried out by Us that may take up to 180 days, We reserve the right, but are not obliged, to transfer the

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remaining Balance of Your EMPYREAN CARDS Wallet (if any) to a payment account of Your affiliated party.

8. Termination of this Agreement will lead to closure of Your EMPYREAN CARDS Wallet with Us, which will be closed only after the remaining Balance of Your EMPYREAN CARDS Wallet is fully withdrawn or reached 0 (zero) and all Your outstanding fees and charges owed to Us are paid.
9. Liability, indemnification, confidentiality and other provisions of these T&Cs of survival nature shall survive termination of this Agreement.
10. We, as a regulated electronic money institution, are obliged under the applicable laws and regulations, including AML / CFT requirements, to record and store during the term of this Agreement, as well as after its termination Your payment information and Transactions history of Your EMPYREAN CARDS Wallet. For more details regarding the data storage including the storage period, please refer to Our Privacy Notice.

terms

Terms Of Use

Last Update: [date]

Termination & Closure of EMPYREAN CARDS Wallet

Last Update: [date]

Cookies Policy

Last Update: [date]

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Consumer Card Terms

Last Update: [date]

Consumer Wallet Terms

Last Update: [date]

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cookies

Cookies Policy

Effective as of [date]

This Cookie Policy applies to all customers of

EMPYREAN CARDS, a company registered in Portugal with registration number PT509731813 and registered address Rua do Miradouro 19, 1400 – 250 Lisboa (empyrean.cash). Please read it carefully before providing us with any information about you.

EMPYREAN CARDS (empyrean.cash) is a brand of EMPYREAN CARDS - IT SOLUTIONS UNIPessoal LDA.

Please read it carefully before providing us with any information about you.

1. Introduction

EMPYREAN CARDS and any of its group companies use “cookies” and other technologies when you use its websites, mobile sites, or mobile apps. This notice applies additional to any other Terms and Conditions or contract provision for the EMPYREAN CARDS service being used.

2. Purpose

In this policy, we explain how you can control which cookies are used and learn more about cookies and similar technologies. If you want to know more about how EMPYREAN CARDS handles your data, you can find more information in our Privacy Policy.

3. Websites: Granting, changing, and withdrawing consent

When using our websites, mobile sites and mobile apps, you will be asked to acknowledge your consent before we place cookies or similar technologies on your device. You can withdraw

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or change this consent unless those cookies are strictly necessary to operate the site or provide the services.

We use a Cookie Banner to make sure we have your permission to collect data, and a Cookie Preference Centre to allow you to grant and change your permissions.

Granting consent is simple. When the Cookie Banner appears, click “Accept All,” or continue browsing. If you want to refuse or have more control over which cookies we use, you can do so using the Cookie Preference Centre.

To change or withdraw consent, you are offered a couple of options:

1. Click “Cookie Settings” on the Cookie Banner. This will take you to the Cookie Preference Centre, where you can select only the cookies you want to be active.
2. Click the link to access the Cookie Preference Centre.

When you first visit the preference centre, all cookies will be switched off, except for those which are strictly necessary. If you have already accepted cookies, the preference centre will show your choices. Selecting “Save Settings” will save your choices, or you can choose to “Allow All” cookies.

Please note: if you have deleted your cookies or use a browser or browser settings which prevent cookies remaining on your device, you will see the Cookie Banner each time you visit our sites, and the preference centre will reset. This is because we use a cookie to remember your privacy preferences. You can also set your browser to restrict cookies or to reject them entirely, but this may affect your browsing experience.

4. Mobile apps: Granting, changing, and withdrawing consent

Our mobile app also collects data using technology similar to cookies. This helps us learn how our apps are used and how they can be improved and helps to make your data more secure.

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Our mobile apps contain a preference centre which gives you control of what data we use about you. If you want to check or change these settings, simply open the app, go to your Profile, find the preference centre in your Privacy Settings, and select the data preferences which suit you.

5. What are cookies and similar technologies, and what do they do?

Cookies and similar technologies are used to gather information from website visitors, for specific purposes.

5.1. Cookies

Cookies are small data files that are placed on your computer or mobile device when you visit a website. Cookies are widely used by website and mobile application owners to make their websites and apps work, or to work more efficiently, as well as to provide reporting information.

EMPYREAN CARDS uses cookies to do lots of different jobs, like letting you navigate between pages efficiently, remembering your preferences and improving your browsing experience. We also use them to help ensure that any ads you see on our sites and those of others are more relevant to you and your interests.

If you visit our websites, mobile sites, or use our mobile app, we will deploy cookies and similar technologies to provide an online service more suited to the device you connect from, as well as to prevent and detect fraud and to help keep you secure. When you visit our websites from any device (e.g. mobile device or PC), we collect information about your use of the site, such as information about the device or browser you use to access the site (including device type, operating system, screen resolution, etc.), the way you interact with the site, and the IP (Internet Protocol) address your device connects from.

This allows us, for example, to monitor the traffic patterns of users from one page within our websites to another, to deliver or communicate with cookies, to understand whether you have come to our websites from an online advertisement displayed on a third-party website, to improve site performance and to measure the success of our e-mail marketing campaigns.

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In many instances, our online services are reliant on cookies to function properly, and so declining cookies will impair their functioning, e.g., you may not be able to initiate or complete some activities within our secure online services unless these cookies or similar technologies are installed.

Additionally, please note that we may not be able to process certain transactions if you are physically located in certain countries.

Cookies set by the website/app owner (in this case, EMPYREAN CARDS) are called “first party cookies”.

Cookies set by parties other than the website/app owner are called “third-party cookies”. Third-party cookies enable third-party features or functionality to be provided on or through the website/app (e.g., such as advertising, interactive content, and analytics). The parties that set these third-party cookies can recognise your computer both when it visits the website in question and when it visits certain other websites.

Cookies and some of the similar technologies we use can also be disabled on your device settings or browser, but this may significantly impact the ability for our websites, mobile sites, or mobile apps to work on your devices.

5.2. Pixel Tags

We also use similar technologies such as ‘pixel tags’ and ‘JavaScript’ to undertake these tasks. Pixel tags and JavaScript are tiny graphics files that contain a unique identifier that enable us to recognise when someone has visited our website or opened an e-mail that we have sent them.

JavaScript and some of the similar technologies we use can also be disabled on your device settings or browser, but this may significantly impact the ability for our websites, mobile sites, or mobile apps to work on your devices.

5.3. What do the cookies do?

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There are several types of cookies which are used for different purposes. In this section, we describe five distinct functions, but be aware that not all these types will be used on every website you visit, and some cookies may fit into multiple categories.

5.3.1. 'Strictly necessary' cookies

These cookies are necessary for the website to function correctly and cannot be switched off in our systems.

They are usually only set in response to actions made by you which amount to a request for services. You can set your browser to block or alert you about these cookies, but some parts of the site will not then work. They are activated when you visit our website and remain active for the duration of your visit.

'Strictly necessary' cookies store data which can be used to: remember your privacy preferences; allow you to log in or fill in forms; move around the website and use its features, such as accessing secure areas of the website; meet our legal and regulatory requirements, for example, anti-money laundering and fraud prevention; secure your account and prevent it being misused by others.

5.3.2. 'Performance' cookies

These cookies allow us to count visits and traffic sources so we can measure and improve the performance of our site to give you a better service.

They help us to know which pages are the most and least popular and see how visitors move around the site. All information these cookies collect is aggregated and therefore anonymous. If you do not allow these cookies, we will not be able to use your experience of the site to monitor and improve its performance.

Performance cookies can be used to: record where visitors click on each page and track which services they look for; log error messages from web pages; help improve the websites to make information and services quicker and easier to access on both desktop and mobile browsers.

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5.3.3. 'Functional' cookies

These cookies allow the website to remember choices you make (such as your username, language, or the region you are in) and provide enhanced, more personal features.

For instance, a website may be able to provide you with local weather reports or traffic news by storing in a cookie the region in which you are currently located. They may also be used to provide services you have asked for such as watching a video or commenting on a blog. The information these cookies collect may be anonymised and they cannot track your browsing activity on other websites. These cookies remember choices you make to improve your user experience.

5.3.4. 'Targeting' cookies

These cookies are used to deliver adverts more relevant to you and your interests. They are also used to limit the number of times you see an advertisement as well as help measure the effectiveness of advertising campaigns.

They are usually placed by advertising networks with the website operator's permission. They remember that you have visited a website and this information is shared with other organisations such as advertisers. Quite often targeting or advertising cookies will be linked to site functionality provided by the other organisation. These cookies collect information about your browsing habits to make advertising relevant to you and your interests.

If you disable these cookies, you will still see advertising, but it will not be profiled to show content and offers of most interest to you.

5.3.5. 'Social Media' cookies

These cookies are set by a range of social media services where we have added them to the site to enable you to share our content with your friends and networks.

They can track your browser across other sites and building up a profile of your interests. This may impact the content and messages you see on other websites you visit. If you do not allow

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these cookies, you may not be able to use or see these sharing tools and any content of offers provided may be of less relevance to you.

5.3.6. Cookies in Emails

We use cookies and similar technology in some of our emails which contain hyperlinks, each of which has a unique tag. They help us to understand how you interact with our emails and are used to improve our future email communications to you.

If you click on links contained in the email it will allow us to track your use of our website and enable us to show content and offers of most interest to you.

If you do not wish to accept cookies from any one of our emails, simply close the email before downloading any images or clicking on any links. You can also set your browser to restrict cookies or to reject them entirely. These settings will apply to all cookies whether included on websites or in emails. If you have configured your computer to automatically display images, or if you have added us to your email “address book” (or “safe senders” list), or if you have configured your computer to have “weak” security, cookies might be set at the same time as you download, open, or read an email from us. If you would prefer for this not to happen, you should disable the automatic displaying of images, or remove us from your address book or strengthen your security settings.

6. How does EMPYREAN CARDS work with third parties to show you tailored ads?

We work with third parties, such as advertisers, publishers, social media networks, search engines and agencies, to improve the relevance of the adverts we serve.

In providing tailored ads we will associate your interactions on our websites with information about how you use your account. We use cookies to collect your information and we do this to gain insights into your interests so that the messages we deliver to you are more relevant to your needs. We do not provide this combined insight data to advertisers or to third party sites that display our tailored ads. We simply ask them to display specific ads to you. Advertisers and other third parties may assume that users who interact with or click on a tailored ad or content

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are part of the group that the ad or content is directed towards (e.g., users in a particular geographical area, or users who purchased or browsed for "EMPYREAN CARDS") and thus may infer details about you.

Our aim in using these technologies is to provide you with relevant offers and adverts based on the information we hold and your use of our services, including information that others can lawfully supply.

If you choose to opt-out of targeting cookies in our cookies settings we will not place any targeting cookies or similar technologies on your device, but you may still see adverts, however, these will not be as relevant to you.

If you choose to opt-out of Digital Media marketing in your account settings we won't use your data to analyse trends in your use of your account, or to improve the way we target users across these platforms in e.g. custom audience/lookalike campaigns where we ask our partners to deliver messages on their platforms to certain customers or share non-personally identifying attributes about our existing customers to these platforms to locate similar prospects/leads. Opting out will mean you may still see adverts from us, but again they will be less relevant to you.

7. Who does EMPYREAN CARDS work with to show you tailored ads?

Learn more about who we work with, and how to access their privacy policies and notices [here](#).

EMPYREAN CARDS uses third party advertisers (or advertising companies working on their behalf) to deliver content, including ads, directly to your browser or device. On occasion we may use these third parties' own cookies in the process of delivering this content. These cookies may also be used to measure the effectiveness of our ads and show you more relevant advertising content.

The main agencies we use, whose privacy pages we have linked to include:

Oracle

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Adobe

Google

Facebook

Instagram

Twitter

LinkedIn

Bing

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consumer-card

Consumer Card Terms

Effective as of 01 April 2025

1.About us

EMPYREAN CARDS - IT SOLUTIONS UNIPessoal LDA, a company registered in Portugal with registration number PT509731813 and registered address Rua do Miradouro nº 19, 1400 – 250 Lisboa (empyrean.cash). Please read it carefully before providing us with any information about you.

EMPYREAN CARDS (“empyrean.cash”) is a brand of EMPYREAN CARDS - IT SOLUTIONS UNIPessoal LDA..

All regulated services, banking, and issuing are offered and under the control of Unlimit EU Ltd.

EMPYREAN CARDS, provides you with software services relating to your EMPYREAN CARDS account. Software services means the set of tools, allowing you to create an account and operate with it, as well as the background services required so that the respective payment services could be provided successfully. To provide you with payment services, we work in close cooperation with licensed electronic money institutions.

The Account can be activated and managed online via the EMPYREAN CARDS’ Website and/or via our mobile application accessible for iOS and Android users.

2. About our Partners

Unlimit EU Ltd, a company registered in Cyprus with corporate address at 125, Georgiou Griva Digeni, Limassol, 3101, Cyprus, and company number HE 328641, (hereinafter referred to in this Agreement as “Unlimit” or “Partner”). You can find out more information here: [Unlimit](#) . Any services operated by Unlimit are subject to additional Terms and Conditions described in detail [here](#).

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EMPYREAN CARDS d.o.o., a company registered in ** with registration number ** and registered address **, (hereinafter referred to in this Agreement as “EMPYREAN CARDS” or “Partner”).

Additional partners may be added to or removed from this section without explicit notifications or consent. Check regularly for the latest information and if you need to know more about our Partners.

These Terms and Conditions do not govern your relationship with our Partners, they only govern your relationship with EMPYREAN CARDS.

3. Scope of these Terms

3.1. These Terms and Conditions govern the opening, use and closure of your EMPYREAN CARDS Account and other related payment services as referred to herein. Together with any other terms and conditions referred to in these Terms of, they constitute the agreement between you and us. For the use of additional services, you may have to accept additional terms and conditions as notified to you when you are ordering or using such services. You are advised to print or download and keep a copy of these Terms of Use for future reference. You can always view the current Terms of Use on our Website.

3.2. The Card (described below) is provided to you by Unlimit EU Ltd, a company registered in Cyprus with corporate address at 125, Georgiou Griva Digeni, Limassol, 3101, Cyprus, and company number HE 328641 (“Issuer”).

3.3. These terms and conditions (“Terms”) will apply to your use of the Card, Services, and the Card Wallet.

3.4. By using the Card, Services, and the Card Wallet and/or completing the sign-up process, you are entering into a binding contract with us and shall be deemed to have expressly read, understood, and agreed to these Terms.

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3.5. Depending on the services you select to use, you might be required to accept additional Terms and Conditions.

4. Definitions

“Account” means E-Money account associated with the Card.

“AISP” means account information service provider.

“ATM” means automatic teller machine.

“Agreement” means this agreement and the privacy policy.

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

“Card Distributor” means us or your point of contact if you have an issue with the Card or this Agreement, the contact details of which are set out on our website.

“Card Distributor’s App” means the Card Distributor’s mobile application, relating to the Account and the Card.

“Card Distributor’s Website” means empyrean.cash.

“Card Data” means the card number, expiration date, and security code of a Card.

“Card Limits” means the limits applicable to your Card and visible in your Card App.

“Card Network” means the card scheme networks.

“Card Network Rules” means the bylaws, rules, regulations, orders, requirements, and interpretations issued by the Card Network or otherwise communicated to the Issuer and which are applicable to the acceptance of Card Transactions by the Merchants and related matters, as amended from time to time by the Card Network.

“Card Transactions” means any payment initiated with the Card.

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“Chargeback” means a dispute filed by the Issuer that is sent through the relevant Card Network in accordance with the relevant Card Network Rules relating to a Card Transaction;

“Consumer” means an individual who, in entering into this Agreement, is acting for a purpose other than a trade, business or profession.

“Customer Service” means our customer service, which you can reach by sending a message through the options described in these Terms or on our website.

“EEA (European Economic Area)” means the European Economic Area which covers all the member states of the European Union, Iceland, Norway, and Liechtenstein.

“Enabled Device” means the mobile communications or other device successfully registered by you for use in connection with the App and Services.

“Electronic Money” means electronically stored monetary value.

“Fees” means the charges payable by you to us for using our services.

“Force Majeure Event” means an event or failure which is beyond our reasonable control including (i) Acts of God, nature, court or government; (ii) failure or interruption in public or private telecommunication networks, communication channels or information systems; (iii) acts or omissions of a party for whom we are not responsible; (iv) delay, failure or interruption in, or unavailability of, third party services and sites; (v) strikes, lockouts, labour disputes, wars, terrorist acts and riots; (vi) viruses, malwares, other malicious computer codes or the hacking of any part of the Services.

“Issuer” means Unlimit, the issuer of the Card;

“Merchant” means a retailer, merchant, or other supplier of goods and/or services which accepts payment by means of a card, card number, PIN or card and signature.

“Merchant’s bank” means the financial acquirer used by the Merchant for the purposes of receiving payments arising from transactions.

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“Payment Method” means bank transfer and payment instruments including, but not limited to, credit cards and debit cards.

“EMPYREAN CARDS Website” or “Website” means the website available at empyrean.cash.

“PAN” means primary account number, i.e., the Card number on the Card.

“Partner” means any of our banking providers and any other business partners.

“PIN” means secret personal identification number associated with a Card which can be used as one method of authorising Transactions.

“Physical Card” means a “physical” Card, which will have the details of the PAN, the Expiry Date of the Card and the CVV code printed on it.

“Personal Data” means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person and which is Processed by the Issuer, and/or by our affiliates, authorised service providers and relevant third parties;

“Regulations” means the Payment Services Directive 2017, as well as any applicable regulations in Portugal related to the specific services we provide.

“Safeguarded Account” means the bank account(s) belonging to our licensed Partner, which are separate to ours or their own office bank accounts, into which they will receive money from you, or on your behalf, in return for the issuance of Electronic Money.

“Payment Services” means the e-money account, wallet, or related services provided by our licensed partners.

“Software Services” and/or “Services” means the platform and technical tools provided by us with which you can operate your wallet.

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“Terms of Use”, means these Terms and Conditions, published on the Website and as may be amended from time to time.

“Virtual Card” means “virtual” Card, in which case you will not receive a Physical Card but will receive details of the PAN, the Expiry Date and the CVV2 code.

“We”, “us” or “our” means EMPYREAN CARDS, **EMPYREAN CARDS - IT SOLUTIONS UNIPESSOAL LDA**, a company registered in Portugal with registration number PT509731813 and registered address Rua do Miradouro nº 19, 1400 – 250 Lisboa (empyrean.cash). (“EMPYREAN CARDS”, “empyrean.cash”, “we”, “us”, “our”)

“You”, “your” refers to the natural person or holder of the EMPYREAN CARDS.

5. Interpretation

Clause headings shall not affect the interpretation of this Agreement and references to clauses are to the clauses within this Agreement, if not otherwise specified.

Any words following the terms including, include for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time and reference to a statute or statutory provision shall include all subordinate legislation made from time to time.

6. Applying for your EMPYREAN CARDS Card

6.1 By signing up for the Card Services, you represent and warrant that:

(a) You are an approved user of the App who has completed the registration process and received an approval email from EMPYREAN CARDS;

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Office Location: Rua do Miradouro, nº 19 | Belém, Lisboa, 1400 250 - Portugal



- (b) You have read, understood and agreed to our Privacy Policy which is published on the Site, and the Wallet Terms;
- (c) You are at least eighteen (18) years of age;
- (d) You have the full right, power, and authority to agree to these Terms;
- (e) You are an authorised user of the Device;
- (f) You do not currently hold another EMPYREAN CARDS;
- (g) You are not impersonating any other person, operating under an alias, or otherwise concealing your identity; and
- (h) you are resident in one of the countries where the Card is available.

6.2. In addition to the above, you agree to provide us with all information and/or documents requested (including such information and/or documents as may be required by us for compliance with Applicable Law) from time to time.

6.3. You agree to cooperate with all requests made by us or any of our third-party service providers on our behalf in connection with your Card Wallet, your use of the Services, including to identify or authenticate your identity or validate your funding sources or transactions. This may include, without limiting the generality of the foregoing, requiring further information and/or documents that will allow the Issuer to reasonably identify you, including requiring you to take steps to confirm ownership of your phone number or payment instruments or verifying your information against third party databases or through other sources.

6.4. We are entitled, in our sole discretion, to refuse your application for or to suspend, terminate or limit your use of the Services, and/or to change the eligibility criteria for registration at any time.

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6.5. We may confidentially verify the information you provide us with or obtain information on you ourselves or through third parties from secure databases. By agreeing to these Terms, you confirm that you consent to us or a third party carrying out such verifications on our behalf.

6.6. All information you provide during the signup process, or any time thereafter must be accurate and truthful.

7. Maintaining your EMPYREAN CARDS

7.1. The Card is a debit card under one of the major card schemes companies, which can be used to pay for goods and services at retailers which accept card payments from them. The Card may also be used to withdraw cash through automated teller machines. Card Transactions made on your Card will be settled by the Issuer on the Card Network and you authorise the Issuer to debit your Card Wallet with the amount of all Card Transactions and any relevant Fees for this purpose. You must not initiate any transactions that exceed the Card Wallet Balance. If any purchase or withdrawal made by you exceeds the Card Limits and/or balance in your Card Wallet, the transaction will be declined.

7.2. As a registered user of the Wallet, you may make a request, through us, to the Issuer, to have a Card issued to you. A Card will be issued to you upon approval of such request. Activation of the Card must be completed through the Wallet. The Issuer reserves the right to decline your request for issuance of a Card, or to revoke at any time any Card already issued for whatever reason, in accordance with these Terms and Applicable Laws.

7.3. You acknowledge that each physical Card is and always remains the property of the Issuer and you shall:

- (a) exercise all due care and diligence in the custody, care and use of the Card;
- (b) not tamper or allow anyone to tamper, with the Card;
- (c) not permit the Card to be used in any unauthorised manner, including sharing the use of the Card with another person;

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(d) use the Card solely for personal use and not for any business or commercial purposes;

(e) not intentionally deface or damage the Card; and

(f) not affix, print, or attach anything or matter onto the Card or otherwise alter, remove or replace any notice, logo or design on the Card.

7.4. Unless earlier terminated or cancelled, each Card shall be valid for such period as may be determined by the Issuer and indicated on the body of the Card. We will send you an email to inform you that the Issuer will automatically renew the card. These Terms will continue to apply to the new card. If you decide not to renew the existing Card, please contact us via the options available on our website.

7.5. You are responsible for all Card Transactions incurred on your Card. You shall not use your Card in relation to any transaction or activity which is illegal or prohibited under Applicable Laws in the jurisdiction where such transaction or activity is effected or in your country of residence. You shall be liable for all Card Transactions whether or not executed with your knowledge or authority, regardless of how such transactions were effected, including without limitation where arising in connection with any negligence on your part. In this regard you acknowledge the risk of unauthorised Card Transactions being carried out and accept the risk of such unauthorised Card Transactions.

7.6. You shall keep the Card Data of all your Cards strictly confidential and not share the Card Data with any persons other than as necessary to conduct a transaction. When sharing Card Data with Merchants, you will take all precautions to ensure the security and continued confidentiality of the Card Data.

7.7. You shall promptly notify us without undue delay upon discovering that there has been any:

(a) inappropriate or unauthorised disclosure of and/or use of your PIN and/or any of the Card Data; and/or

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(b) inappropriate or unauthorised access to and/or use of any of the Services effected using your PIN and/or any of your Card Data, and you shall promptly take such steps as may be specified by us in relation to the foregoing matters (including to change your PIN).

8. Services

8.1. You may be issued with:

(a) a Physical Card; or

(b) a Virtual Card.

To start using the Card, you will be required to activate it in accordance with instructions provided by us.

If you are issued with a Physical Card:

(a) you must sign the Physical Card as soon as you receive it;

(b) you may also receive a PIN separately by post or you may be able to retrieve it electronically via the EMPYREAN CARDS Website or App.

You should memorise your PIN when you receive it. If you need to keep the written version of the PIN or separately write the PIN down for future reference, you must never keep it with the Card. You must never disclose your PIN to any other person, not even us. If you have not protected your PIN and your Card is used without your knowledge using the correct PIN, this may be classified as gross negligence.

8.2. We reserve the right to update, change, remove, suspend, disable, or restrict access to or discontinue the Services or change any features, component or content thereof at any time, for any reason, without notice or liability to you, unless otherwise specified by these Terms and/or Applicable Laws. We do not guarantee that any specific content, component and/or feature will always be available on the Services.

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8.3. The Issuer holds and maintains your Card Wallet, which allows you to store available types of fiat currency with the Issuer, and use the fiat currency to (i) purchase goods or services, (ii) obtain cash through ATM, (iii) make a payment to a third party; (iv) transfer value to another Card or account, (v) load credit or other value to a Card, or (vi) settle any other transactions that may be effected using the Card, in each case in accordance with these Terms (“Card Transactions”).

8.4. You can authorize a Transaction by:

- (a) allowing a merchant to swipe the magnetic strip of the Card and the corresponding sales slip being signed; or
- (b) inserting the Card into a chip & PIN device and the correct PIN being entered;
- (c) providing relevant information to the merchant that allows the merchant to process the Transaction, for example, providing the merchant with the PAN, the Expiry Date and the CVV2 in the case of an internet or other non-face-to-face Transaction;
- (d) relevant information being provided to the payment initiation service provider that allows the payment initiation service provider to process the Transaction;
- (e) the Card is tapped against a “contactless” enabled reader and accepted by such reader.

8.5. If any of the methods of authorisation set out in Article 8.4 are used, we shall be entitled to assume that you have authorised a Transaction unless we were informed that the relevant details of the Card have been lost, stolen, or misappropriated prior to the Transaction taking place.

8.6. You acknowledge the correctness of the amount of each Transaction which you authorise.

8.7. Once you have authorised a Transaction, the Transaction cannot be stopped or revoked. You may in certain circumstances be entitled to a refund in accordance with these Terms or the Terms of the Merchant that you have paid to.

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8.8. On receipt of notification of your authorisation of a Transaction and the Transaction payment order from the merchant and/or authorised bank, normally we will deduct the value of the Transaction, plus any applicable fees and charges, from the available funds in the Account. We will execute the Transaction by crediting the account of the merchant's or ATM operator's or bank's (as applicable) payment service provider by the end of the next Business Day following the notification. If the notification is received on a non-Business Day or after 4:30 pm on a Business Day, it will be deemed received on the next Business Day.

8.9. We are not liable if, for any reason, the affiliated merchants or authorised banks do not accept the Card, or accept it only partly, nor are we liable in the case of late delivery of, or failure to deliver, goods or services. In the event of disputes or complaints of any kind concerning goods or services, or the exercise of any right in this connection, you should contact the affiliated merchant and/or authorised bank and/or ATM operator.

8.10. It is your responsibility to ensure that there are available funds in your Account to cover any spend, allowing for any foreign exchange fees and other applicable fees under these Terms. Should the Account at any time and for any reason have a negative balance, you shall repay the excess amount immediately and in full.

8.11. For Card usage conducted in other currencies (other than the currency of the Card), you shall accept the exchange rate of the card scheme company, which can be found on their official website. Any changes in exchange rates may be applied immediately and without notice. The exchange rate, where applicable to a Transaction, will be shown in the E-statement. Different exchange rates may apply when reserving or debiting funds. Please be careful when opting to use a merchant's, bank's or ATM operator's exchange rates as they are often less competitive than the card scheme's exchange rate.

8.12. The maximum amount you may withdraw in cash shall be subject to a daily limit, irrespective of the available funds in the Account. We may charge a fee for withdrawal of cash. Some ATMs may charge an additional fee, which is not included in the fee schedule, however, will apply on top of the fees set out in the fee schedule. ATM withdrawals may also be subject to

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foreign exchange rates, maximum withdrawal limits, rules and regulations of the relevant ATM operator or bank. It is your responsibility to check whether any such additional fees apply, as they cannot be refunded once the cash has been withdrawn.

8.13. We have the right to review and change the spending limits on the Card at any time. You will be notified of any such changes via the Website and/or the App.

9. Non-execution of a Transaction

9.1. In certain circumstances we may refuse to execute a Transaction that you have authorised. These circumstances include, but are not limited to:

- (a) if we have reasonable concerns about the security of your Card;
- (b) if we have reasonable grounds to believe that you are using the Card in an unauthorised or unlawful manner;
- (c) if you have insufficient funds in your Account;
- (d) if the Transaction exceeds any applicable transaction limits or spending limits; or
- (e) if the Merchant or ATM operator has declined to accept the Card.

9.2. If we refuse to execute a Transaction, we will notify you of this as soon as practicable, unless it is prohibited by law.

9.3. If the Transaction fails due to insufficient funds or other reasons and you believe that we have incorrectly declined the Transaction, please contact our customer service to resolve the issue.

10. Access to Information on Transactions and Available Funds in the Account

10.1. EMPYREAN CARDS allows you to see the available balance and transaction details on the Website and in the App. You must keep your login credentials safe and not disclose them to anyone.

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10.2. We can, upon request, send you a statement by email setting out:

(a) a reference enabling you to identify each Transaction, the payer/payee, as well as other details transferred together with the Transaction; (b) the amount of each Transaction; (c) the currency in which the Card is debited/credited; (d) the amount of any Transaction charges including their breakdown, where applicable; (e) the exchange rate used in the Transaction by us and the amount of the Transaction after the currency conversion, where applicable; and (f) the Transaction debit/credit value date.

10.3. We do recommend you check those details online; however, if you would like us to provide you with a statement more often than monthly or not by email (or if agreed differently, more often than agreed or in a different manner than agreed), then we may charge you an administration fee to cover our costs of providing the information more often or in a different manner.

11. Chargebacks

11.1. You shall contact us at risk@empyrean.cash without undue delay in the event of any dispute regarding the validity of any Card Transaction or request for Chargeback within eight weeks from the date the transaction is deducted from your balance. EMPYREAN CARDS, along with the Issuer, will assist you in the resolution of the dispute or direct such request to the Card Network for processing.

11.2. You will be required to comply with the Card Network Rules in relation to such dispute or Chargeback request, including furnishing a written explanation of the dispute or Chargeback request and/or a copy of the related sales transaction receipt and any other information and supporting documents that the Issuer and/or the Card Network may require.

11.3. The Issuer reserves the right to investigate any disputed transaction. In the event of any investigation by the Issuer or competent authority, you agree to aid and cooperate by providing us with any additional information and/or documentation.

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11.4. If evidence reasonably concludes that any disputed transaction is a result of your wilful default, fraud, gross negligence, or non-compliance with these Terms, you agree and authorise us to debit your Card Wallet account with the amount from the disputed transaction and any such associated charges and fees.

11.5. You acknowledge and agree that any Fees imposed by the Issuer and/or the Card Network for the processing of such dispute or Chargeback request may be deducted from the Card Wallet Balance or claimed from you and shall not be refundable.

11.6. You hereby agree and accept that (a) the Issuer and/or Card Network may, but are not obliged to (whether under these Terms or otherwise) assist you with or process your dispute or Chargeback request; and (b) the decisions of the Issuer and/or Card Network on all matters relating to or in connection with such dispute or Chargeback request are final, conclusive, and binding on you for all purposes unless otherwise provided in such terms, conditions, rules, procedures, and/or guidelines as may be issued by the Card Network from time to time. You acknowledge and agree that the repayment of any amount previously charged to your Card may be subject to such terms, conditions, rules, procedures, and/or guidelines as may be issued by the Card Network from time to time.

11.7. In any event, you acknowledge and agree that the Issuer and the Card Network shall not be liable to you in respect of any matter relating to or arising out of such dispute or Chargeback request.

11.8. When a Merchant initiates a transaction, it is the Merchant's Bank's liability to ensure correct transmission of the relevant details to us. We are not liable for any transaction initiated by a Merchant and incorrectly executed by the Merchant's Bank, but you may request that we make immediate efforts to trace the incorrectly executed transaction and notify you of the outcome.

11.9. You acknowledge and agree that for any incorrect payment made more than 13 months before your report of the details to us, you will not be entitled to a refund, but we will make

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reasonable efforts to trace the payment for you, for which we may charge a reasonable fee to cover our costs in doing so.

11.10. We are not liable if you incorrectly identify the Merchant under a transaction. In such a case, we will make reasonable efforts to recover the funds involved, for which we may charge a reasonable fee to cover our costs in doing so.

12. The Card Wallet

12.1. The Card Wallet is accessible via our website or app and gives you interactive access to the following (which may change from time to time):

(a) request for Cards to be issued by us; (b) change the settings associated with your Cards; (c) view the balance and Transaction History of your Card Wallet; (d) request for an FX Conversion in respect of your balance held in your Card Wallet; (e) request for Cards to be disabled, enabled, or blocked; and (f) load your Card Wallet.

12.2. Subject always to your continuing compliance with these Terms, we will grant to you a limited, non-transferable, non-exclusive licence to use the Website and App insofar as owned by or licensed through us on your Enabled Device and only for your own purposes, on and subject to these Terms. All other rights not expressly granted to you are reserved.

13. Your Devices

13.1. You acknowledge and agree that, in connection with your use of the App, you shall be responsible for the following, at your own cost:

(a) obtaining all necessary hardware, software, and communications services necessary for your use of the Wallet and App in accordance with these Terms; (b) installing antivirus or other mobile security software on your Device to protect against any security or other vulnerabilities which may arise in connection with your use of the App in accordance with these Terms; and (c) installing updates and patches for the App and your Device in a prompt and timely manner.

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13.2. Without prejudice to the foregoing and any other terms in these Terms, you shall be solely responsible and liable for any access to and use of the App and Services through your Device, notwithstanding that such access may have been effected without your knowledge, authority, or consent. We shall not be liable to you for any loss or damage resulting from such use.

13.3. Should you discover that your Device is lost or stolen or has been accessed or used in an unauthorised way, you shall notify us of the loss/theft or unauthorised access/use by contacting us at risk@empyrean.cash.

14. Fees

14.1. Your use of the Services, Card(s), and Card Wallet may be subject to certain Fees, which will, if applicable, be debited from your Card Wallet Balance. Should your Card Wallet Balance be insufficient, EMPYREAN CARDS will notify you via the Website, App, and/or email and you agree to effect payment of such outstanding Fees by topping up your Card Wallet within 14 days of such notification, failing which we reserve the right to suspend your use of the Services, Card(s), and Card Wallet until all outstanding Fees have been settled.

14.2. Fees vary based on jurisdiction and types of services you have selected and will be visible to you in your Account.

15. Conduct

15.1. Without prejudice to the foregoing, you shall not (and shall not, knowingly, or otherwise, authorize, allow or assist any other party to):

(a) use the Services to conduct electronic spamming; (b) use the Services to perform unlawful or immoral activities (including but not limited to money laundering, terrorism financing, and fraudulent activities); (c) use the Services to upload content that has viruses, malicious codes, immoral or illegal content; (d) modify or adapt the whole or any part of the Services or combine or incorporate the Services into any other program or application; (e) disassemble, decompile, reverse-engineer, or otherwise attempt to derive the source code of the Services or any components thereof; (f) use the Services in any manner that would lead to the infringement of

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our intellectual property rights or those of any third party; (g) use the Services in a way that could damage, disable, impair or compromise the Wallet/Card or the provision of the Services (or the systems or security or any other computer systems or devices used in connection therewith) or interfere with other users or affect our reputation or the Issuer and its affiliates; (h) engage in any other activities deemed inappropriate by us or which is in contravention of any Applicable Laws; or (i) demonstrate or use any abusive, threatening, and/or violent behaviour or language towards our personnel.

16. Data Protection

16.1. By using the Services, you confirm that you have read and understood our Privacy Policy and consent to us collecting, using, disclosing, and sharing amongst ourselves your Personal Data and disclosing such Personal Data to our affiliates, authorised service providers and relevant third parties for purposes reasonably required by us to facilitate and administer your use of the Services. These purposes are set out in greater detail in our Privacy Policy, which is accessible on our website.

17. Liability

17.1. Where we and another person (such as a payment services provider) are liable to you in respect of the same matter or item, you agree that our liability to you will not be increased by any limitation of liability you have agreed with that other person or because of your inability to recover from that other person beyond what our liability would have been had no such limitation been agreed and/or if that other person had paid his or its share.

17.2. We shall not be liable for any disruption or impairment of our service or for disruptions or impairments of intermediary services on which we rely for the performance of our obligations hereunder, provided that such disruption or impairment is due to abnormal and unforeseeable circumstances beyond our reasonable control, or the control of the intermediary affected.

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17.3. We shall not be liable for any indirect or consequential losses including but not limited to loss of profit, loss of business and loss of reputation. We shall not be liable for any losses arising from our compliance with legal and regulatory requirements.

17.4. Nothing in these Terms of Use shall operate to exclude liability for death or personal injury due to negligence or for fraud or fraudulent misrepresentation or for any statutory liability that cannot be excluded or amended by agreement between the parties.

17.5. Our obligation under these Terms of Use is limited to providing you with a software, allowing you to access an electronic money account and related payment services and we do not make any statement in relation to or endorsement of the quality, safety or legality of any goods or services provided by a third party.

17.6. We shall not be liable for the assessment or payment of any taxes, duties or other charges that arise from your use of the EMPYREAN CARDS card or the services we or our Partners provided.

17.7. Where any loss, liability, cost or expense (a “Loss”) is suffered by you for which we would otherwise be jointly and severally or jointly liable with any third party or third parties, the extent to which such Loss shall be recoverable by you from us (as opposed to any third parties) shall be limited so as to be in proportion to the aggregate of our contribution to the overall fault for such Loss, as agreed between all of the relevant parties or, in the absence of agreement, as determined by a court of competent jurisdiction. For the purposes of assessing the contribution to the Loss in question of any third party for the purposes of this clause, no account shall be taken of any limit imposed or agreed on the amount of liability of such third party by any agreement (including any settlement agreement) made before or after such Loss occurred or was otherwise incurred.

18. Termination

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18.1. We may terminate your EMPYREAN CARDS Card, or any payment service associated with it by giving you two months' prior notice. You may terminate your EMPYREAN CARDS Card with us at any time.

18.2. We may at any time suspend or terminate your EMPYREAN CARDS Card without notice if:

- (i) you breach any condition of these Terms of Use or any other condition applicable to specific services covered by separate terms and conditions;
- (ii) you violate or we have reason to believe that you are in violation of any law or regulation that is applicable to your use of our services;
- (iii) we have reason to believe that you are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity;
- (iv) you harass or engage in obscene, rude, or abusive behaviour against us or any of our representatives.

18.3. We may at any time suspend your EMPYREAN CARDS Card without notice, if:

- (i) we reasonably believe that your Account has been compromised or for other security reasons; or
- (ii) we reasonably suspect your Account to have been used or is being used without your authorisation or fraudulently, and we shall notify you promptly after the suspension unless we are prohibited by law to do so.

19. Changes to these Terms of Use

19.1. These Terms of Use and any additional terms and conditions that may apply are subject to change. Changes will be implemented with prior notice from us under the procedure set forth in this section.

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19.2. We shall give notice to you of any proposed change by sending an email to the primary email address registered with your EMPYREAN CARDS Card.

19.3. We will aim to send information about upcoming changes as early as reasonably possible, but not later than a week before the new Terms come into effect.

19.4. You have the right to object to those changes. If you object to the changes, they will not apply to you. However, any such objection shall constitute a notice by you to terminate and close your EMPYREAN CARDS Card.

20. Communication

20.1. We would usually communicate via email. For this purpose, you must at all times maintain a valid email address in your profile. You are required to check for incoming messages regularly and frequently. Emails may contain links to further communication on our website.

20.2. We will never send you any emails with executable files attached or with links to any executable files. If you receive any email with such attachments, you should delete the message without clicking on the attachment. If you are unsure whether a communication is originating from us, please contact us.

20.3. We will communicate to you in English and will always accept communications made to us in English.

20.4. Apart from communicating via email, we may contact you via chat, letter, or telephone, where appropriate. If you use any mobile services, we may communicate with you via SMS.

20.5. You may contact us at any time by sending a message to our Customer Service Team. Contact details are available on our website.

21. Complaints

21.1. Any complaints about us or the services we provide should be addressed to us in the first instance by contacting Customer Service. You should clearly indicate that you are wishing to

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make a complaint to us. This helps us to distinguish a complaint from a mere query. If you feel that we have not met your expectations in the delivery of our Services, please contact us via email at complaints@empyrean.cash.

21.2. More information on how we will handle your complaint, timelines, and next steps, is available on our website, in the form of a Complaints Leaflet.

22. Assignment

We may assign this Agreement to another company at any time. If we assign the Agreement to another company, you will be given prior notice of this. Unless you tell us within 2 weeks that you do not want to continue with the Agreement after the assignment, you agree that we can assign the Agreement in this way. Your rights will not be affected by such assignment should it happen. You may not assign the Agreement to a third party. Your right to terminate the Agreement under clause 18 is not affected.

23. Miscellaneous

23.1. No person other than you shall have any rights under these Terms of Use.

23.2. Your EMPYREAN CARDS Card is personal to you, and you may not assign any rights under the Terms of Use to any third party.

23.3. This Contract shall be governed by and interpreted in accordance with Portuguese Laws. In the instance of a dispute, both parties agree that they would first endeavour to resolve them by open communication in writing, or where applicable by including independent adjudication or mediation. Notwithstanding the foregoing, and in the instance that resolution is not achieved through these means, all claims arising out of or in connection with this agreement will be resolved by the Courts of Amsterdam in the Netherlands, except where prohibited by applicable EU laws.

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23.4. If any part of these Terms is found by a court of competent jurisdiction to be invalid, unlawful, or unenforceable then such part shall be severed from the remainder of the Terms, which shall continue to be valid and enforceable to the fullest extent permitted by law.

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consumer-wallet

Consumer Wallet Terms

Effective as of 01 April 2025

1. About us

EMPYREAN CARDS - IT SOLUTIONS UNIPessoal LDA, a company registered in Portugal with registration number PT509731813 and registered address Rua do Miradouro nº 19, 1400 – 250 Lisboa (empyrean.cash), “we”, “us”, “our”). Please read it carefully before providing us with any information about you.

EMPYREAN CARDS (“EMPYREAN CARDS”, “EMPYREAN CARDS”, “empyrean.cash”) is a brand of COMPANYNAME.

All regulated services, banking, and issuing are offered and under the control of Unlimit EU Ltd.

EMPYREAN CARDS, provides you with software services relating to your EMPYREAN CARDS account. Software services means the set of tools, allowing you to create an account and operate with it, as well as the background services required so that the respective payment services could be provided successfully. To provide you with payment services, we work in close cooperation with licensed electronic money institutions.

The Account can be activated and managed online via the EMPYREAN CARDS’ Website and/or via our mobile application accessible for iOS and Android users.

2. About our Partners

Unlimit EU Ltd, a company registered in Cyprus with corporate address at 125, Georgiou Griva Digeni, Limassol, 3101, Cyprus, and company number HE 328641, (hereinafter referred to in this Agreement as “Unlimit” or “Partner”). You can find out more information here: [Unlimit](#) . Any services operated by Unlimit are subject to additional Terms and Conditions described in detail [here](#).

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EMPYREAN CARDS d.o.o., a company registered in ** with registration number ** and registered address **, (hereinafter referred to in this Agreement as “EMPYREAN CARDS” or “Partner”).

Additional partners may be added to or removed from this section without explicit notifications or consent. Check regularly for the latest information and if you need to know more about our Partners.

These Terms and Conditions do not govern your relationship with our Partners, they only govern your relationship with EMPYREAN CARDS.

3. Scope of these Terms

3.1. These Terms and Conditions govern the opening, use and closure of your EMPYREAN CARDS account and other related payment services as referred to herein. Together with any other terms and conditions referred to in these Terms, they constitute the agreement between you and us. You are advised to print or download and keep a copy of these Terms of Use for future reference. You can always view the current Terms of Use on our Website.

3.2. You accept these terms and conditions by activating your account. You should read them carefully before activating your account.

3.3. Depending on the services you select to use, you might be required to accept additional Terms and Conditions.

4. Definitions

“Agreement” means this agreement and the privacy policy.

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

“Consumer” means an individual who, in entering into this Agreement, is acting for a purpose other than a trade, business or profession.

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“Customer Service” means our customer service, which you can reach by sending a message through the options described in these Terms or on our website.

“Electronic Money” means electronically stored monetary value.

“Fees” means the charges payable by you to us for using our services.

“Payment Method” means bank transfer and payment instruments including, but not limited to, credit cards and debit cards.

“EMPYREAN CARDS Website” or “Website” means the website available at empyrean.cash.

“Regulations” means the Payment Services Directive 2017, as well as any applicable regulations in Portugal related to the specific services we provide.

“Safeguarded Account” means the bank account(s) belonging to our licensed Partner, which are separate to ours or their own office bank accounts, into which they will receive money from you, or on your behalf, in return for the issuance of Electronic Money.

“Payment Services” means the e-money account, wallet, or related services provided by our licensed partners.

“Software Services” and/or “Services” means the platform and technical tools provided by EMPYREAN CARDS with which you can operate your wallet.

“Terms of Use”, means these EMPYREAN CARDS Account Terms and Conditions, published on the Website and as may be amended from time to time.

“We”, “us” or “our” means EMPYREAN CARDS, **EMPYREAN CARDS - IT SOLUTIONS UNIPessoal LDA**, a company registered in Portugal with registration number PT509731813 and registered address Rua do Miradouro nº 19, 1400 – 250 Lisboa (empyrean.cash), “we”, “us”, “our”)

“You”, “your” means the natural person or the account holder of the EMPYREAN CARDS Account.

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5. Interpretation

Clause headings shall not affect the interpretation of this Agreement and references to clauses are to the clauses within this Agreement, if not otherwise specified.

Any words following the terms “including”, “include”, “for example”, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time and reference to a statute or statutory provision shall include all subordinate legislation made from time to time.

6. Opening your EMPYREAN CARDS Account

6.1. To use the payment services, you must first open a EMPYREAN CARDS Account by registering your details on our website or mobile application. As part of the signup process, you will need to accept these Terms of Use and our Privacy Policy, and you must have the legal capacity to accept the same. If you order additional services, you may be asked to accept additional terms and conditions.

6.2. As an individual, you must be 18 years or older to use our services and by opening a EMPYREAN CARDS Account you declare that you are 18 years or older. We may require at any time that you provide evidence of your age.

6.3. You may only open one EMPYREAN CARDS Account unless we explicitly approve the opening of additional accounts.

6.4. You may only open an Account if it is legal to do so in your country of residence. By opening an Account, you represent and warrant to us that your opening of this Account does not

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violate any laws or regulations applicable to you. You shall pay us the amount of any losses we incur in connection with your breach of this section.

6.5. All information you provide during the signup process, or any time, thereafter, must be accurate and truthful.

6.6. You may only use Payment Methods if you are the named holder of the account for that Payment Method. We take any violation of this requirement very seriously and will treat any attempt to add a Payment Method of which you are not the named holder as a fraudulent act.

6.7. To comply with the requirements of the Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017, the Proceeds of Crime Act 2002, and EU Wire Transfer Regulations (Regulation (EU) 2015/847) and related regulations, we will obtain from you, and retain, evidence of your personal identity in our records. If satisfactory evidence is not promptly provided, we may not be in the position to accept your payment instructions or offer you any kind of services.

7. Maintaining your EMPYREAN CARDS Account

7.1. You must ensure that the information recorded on your Account is always accurate and up to date and we shall not be liable for any loss arising out of your failure to do so. We may ask you at any time to confirm the accuracy of your information or to provide documents or other evidence. If satisfactory evidence is not promptly provided, we may not be in the position to accept your payment instructions or offer you any kind of services.

8. Services

8.1. As part of the Services, EMPYREAN CARDS, in partnership with our licensed EMI Partners, shall issue you with Electronic Money upon receipt of money from you, store your Electronic Money and redeem Electronic Money both on your express instruction and in accordance with this Agreement.

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8.2. Our Services do not include the provision of advice. We do not offer advice under this Agreement on any matter including (without limit) the merits or otherwise of any currency transactions, on taxation, or markets.

8.3. We reserve the right to change the scope of our Services from time to time and enhance them. We would aim to inform you about new products and features as soon as we reasonably can and obtain your consent where applicable. From time to time, you might need to accept additional Terms and Conditions to be able to use those new products or services.

8.4. Products and services are subject to availability based on multiple factors, including but not limited to your country of residence, nationality, our coverage, and the coverage of our Partners. We will always aim to extend the provision of our Services, however, in some instances there are objective reasons for not being able to do so, and EMPYREAN CARDS must not be held liable for this.

8.5. Where we receive money from you, this money will be held by our licensed Partners, in the relevant Safeguarded Account, in exchange for the issuance of Electronic Money.

8.6. Your funds will not be used for any other purpose and in the unlikely event of insolvency, your e-money will be protected as per the applicable regulations.

8.7. There is a difference in holding Electronic Money and a Bank holding your money, in the sense that:

(i) neither we, nor our Partners could or would use the funds to invest or lend to other persons or entities.

(ii) Electronic Money will not accrue interest.

8.8. You may hold Electronic Money and we may hold funds corresponding to your Electronic Money indefinitely. However, if we hold Electronic Money for you for longer than a specified period without any activity on the account, we shall use reasonable endeavours to contact you to redeem the Electronic Money and return the corresponding funds to you. If we are unable to

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contact you, we may redeem the Electronic Money and send the corresponding funds, less any of our costs incurred, to the last known payment instrument we have on file for you.

8.9. We accept no responsibility if you send money to the incorrect account.

8.10. We do not accept cash deposits, third party deposits, or cheques. We accept money via a variety of methods of electronic funds transfer to our bank account, the details of which will be displayed to you during a transaction or provided upon request.

9. Keeping your EMPYREAN CARDS Account Safe

9.1. You must take all reasonable steps to always keep your EMPYREAN CARDS Account password and any other security features safe and never disclose them to anyone. Our personnel will never ask you to provide your password to us or to a third party. Any message you receive or website you visit that asks for your password or other security features, other than the EMPYREAN CARDS Website or a EMPYREAN CARDS payment gateway on a merchant website, should be reported to us immediately.

9.2. If you have any indication or suspicion of your EMPYREAN CARDS Account, login details, password or other security feature being lost, stolen, misappropriated, used without authorization, or otherwise compromised, you are advised to change your password. You must also contact us using the contact details available on our website without undue delay.

9.3. We may suspend your Account or otherwise restrict its functionality on reasonable grounds relating to the security of the Account or any of its security features or if we reasonably suspect that an unauthorized or fraudulent use of your Account has occurred or that any of its security features have been compromised. We will notify you of any suspension or restriction and of the reasons for such suspension or restriction in advance or, where we are unable to do so, immediately after the suspension or restriction has been imposed, unless notifying you would be unlawful or compromise our reasonable security interests.

9.4. You must take all reasonable care to ensure that your e-mail account(s) are secure and only accessed by you, as your e-mail address may be used to reset passwords or to

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communicate with you about the security of your EMPYREAN CARDS Account. In case any of the e-mail addresses registered with your EMPYREAN CARDS Accounts are compromised, you should without undue delay after becoming aware of this contact Customer Service and also contact your e-mail service provider.

9.5. Irrespective of whether you are using a public, a shared, or your own computer to access your EMPYREAN CARDS Account, you must always ensure that your login details are not stored by the browser or cached or otherwise recorded. You should always log out of your EMPYREAN CARDS Account when not in use.

9.6. If you receive any communication aiming to disrupt or defraud our system, you must promptly report such an incident to us, and we would aim to investigate this and take all available measures to recover and secure the system.

10. Closing your EMPYREAN CARDS Account

10.1. You may close your account at any time by contacting us via email: support@empyrean.cash.

10.2. In some instances, fees related to the ongoing management of inactive accounts may still be charged after the closure of your account. This provision remains effective even after the termination of our relationship.

10.3. If your account holds a balance at the time of closure, we will request that you withdraw your funds within a reasonable period. During this period, your account will be accessible solely for the purpose of withdrawing the remaining balance.

10.4. We reserve the right to perform necessary checks for money laundering, terrorism financing, fraud, or other illegal activities before authorizing the withdrawal of your funds, including when returning any funds to you post-closure.

10.5. We recommend reclaiming or fully spending any funds in your account as soon as possible before closing it.

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11. Prohibited Transactions

11.1. It is strictly prohibited to attempt transactions related to the sale or supply of: tobacco products, prescription drugs, drugs and drug paraphernalia, weapons (including knives, guns, firearms, or ammunition), satellite and cable TV descramblers, material inciting violence, hatred, or racism, obscene material, government IDs and licenses (including replicas and novelty items), counterfeit products, unlicensed or illegal lotteries, unlicensed or illegal gambling services (including illegal gambling houses), unregistered charity services, items encouraging or facilitating illegal activities, prepaid debit cards or stored value cards not associated with a particular merchant, third-party processing or payment aggregation services, multi-level marketing, pyramid selling, Ponzi schemes, matrix programs, other “get rich quick” schemes, high yield investment programs, goods or services infringing on third-party intellectual property rights, un-coded/miscoded gaming, and timeshares or property reservation payments (on and off plan). We may, at our sole discretion, add categories of prohibited transactions to these Terms or our acceptable use policy published on our website.

11.2. Payments to or from entities offering illegal gambling services, including illegal sports betting, casino games, and poker games, are strictly forbidden. We may suspend or terminate your account or refuse to execute or reverse a transaction if we believe your account has been used for illegal gambling transactions. This list is not exhaustive, and it is your responsibility to ensure compliance with local laws.

11.3. You may not use our services if you reside in certain countries. Depending on our partnerships and other regulations, we may discontinue or restrict our services in specific countries at any time without prior notice.

11.4. Using your account for illegal purposes, including fraud and money laundering, is strictly forbidden. We will investigate and report any suspicious activity. We reserve the right to withhold any remaining funds and cover any outstanding expenses due to such attempts.

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11.5. If you conduct or attempt to conduct any prohibited transactions, we reserve the right to: reverse the transaction, close or suspend your account, report the transaction, and claim damages from you.

12. Fees

12.1. Fees depend on whether you are using your account for personal or commercial purposes, the services you are using, and your registered country. Fees will be disclosed to you before starting a business relationship.

12.2. Your transactions may be subject to currency conversions.

13. Your Personal Data

13.1. You explicitly consent to us accessing, processing, and retaining any information you provide for the purpose of providing services to you. This does not affect our respective rights and obligations under data protection laws. You may withdraw this consent by closing your account. We may continue processing your data for other lawful purposes, such as legal requirements for record-keeping.

13.2. Detailed information about your personal data and our data handling practices is available in our Privacy Policy on our website.

14. Liability

14.1. If we and another party (such as a payment service provider) are liable to you for the same matter, our liability to you will not be increased by any limitations of liability agreed upon with that other party or due to your inability to recover from that party beyond our standard liability.

14.2. We are not liable for disruptions or impairments of our service or intermediary services beyond our reasonable control.

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14.3. We are not liable for indirect or consequential losses, including loss of profit, business, or reputation. We are not liable for losses arising from compliance with legal and regulatory requirements.

14.4. Nothing in these Terms excludes liability for death or personal injury due to negligence, fraud or fraudulent misrepresentation, or any statutory liability that cannot be excluded by agreement.

14.5. Our obligation is limited to providing software and access to an electronic money account and related payment services. We do not endorse the quality, safety, or legality of third-party goods or services.

14.6. We are not liable for assessing or paying any taxes, duties, or other charges arising from your use of the account or our services.

14.7. Where you suffer a loss for which we are jointly liable with any third party, our liability to you will be proportionate to our contribution to the overall fault.

15. Termination

15.1. We may terminate your account or any associated payment service by giving you two months' prior notice. You may terminate your account with us at any time.

15.2. We may suspend or terminate your account without notice if: you breach any condition of these Terms or any specific service terms; you violate or we suspect you are violating any applicable laws; we suspect fraudulent activity, money laundering, terrorism financing, or other criminal activity; or you engage in harassing, obscene, rude, or abusive behaviour towards us or our representatives.

15.3. We may suspend your account without notice if: we believe your account has been compromised or for other security reasons; or we suspect your account is being used without authorization or fraudulently. We will notify you promptly unless prohibited by law.

16. Changes to Terms

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16.1. These Terms and any additional conditions are subject to change. Changes will be implemented with prior notice.

16.2. We will notify you of any proposed changes by email to your registered primary email address.

16.3. We aim to notify you of changes as early as possible, but no later than a week before new Terms take effect.

16.4. You have the right to object to changes. If you object, they will not apply to you, but this will be treated as notice to terminate your account.

17. Communication

17.1. We primarily communicate via email. You must maintain a valid email address and check for incoming messages regularly. Emails may contain links to further communications on our website.

17.2. We will never send emails with executable files attached or with links to executable files. Delete any such emails without clicking on attachments. If unsure about a communication's origin, contact us.

17.3. We will communicate with you in English and accept communications made to us in English.

17.4. Apart from email, we may contact you via chat, letter, or telephone as appropriate. If you use mobile services, we may communicate via SMS.

17.5. You may contact us at any time by messaging our Customer Service Team. Contact details are available on our website.

18. Complaints

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18.1. Any complaints about us or our services should be addressed to Customer Service, clearly indicating it is a complaint. This helps distinguish a complaint from a query. If unsatisfied with our services, contact us at complaints@empyrean.cash.

18.2. More information on handling complaints, timelines, and next steps is available on our website in the Complaints Leaflet.

19. Assignment

We may assign this Agreement to another company at any time with prior notice. If you do not object within two weeks, you agree to the assignment. Your rights will not be affected. You may not assign the Agreement to a third party. Your right to terminate the Agreement under clause 18 is not affected.

20. Miscellaneous

20.1. No person other than you shall have rights under these Terms.

20.2. Your account is personal to you and may not be assigned to a third party.

20.3. These Terms are governed by Portuguese law. Disputes will be resolved first through written communication or mediation, and if unresolved, by the Courts of Amsterdam in the Netherlands, unless prohibited by EU laws.

20.4. If any part of these Terms is deemed invalid, unlawful, or unenforceable by a court, it shall be severed, and the remainder will continue to be valid and enforceable to the fullest extent permitted by law.

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