

RUPRECHT SERVICES PTE. LTD.

Terms and Conditions

Dated: 15 January 2019

Version 1.1

RUPRECHT SERVICES - TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS OF RUPRECHT SERVICES PTE. LTD.

NB!

Before you decide on using Ruprecht Services PTE. LTD., kindly go through the below terms and conditions carefully.

Firstly, the Singapore Deposit Insurance Scheme (SDIC) does not apply to RUPRECHT SERVICES PTE. LTD. as it is not a bank.

Ruprecht Services PTE. LTD. functions with stored value facilities (SVF) and provides access to provided Services through their card data. Ruprecht Services PTE. LTD., the holder of Ruprecht Services stored value facility, does not require the approval of the Monetary Authority of Singapore.

The General terms and Conditions of RUPRECHT SERVICES PTE. LTD. is a legally binding agreement between you and SVF. These rules apply to any Ruprecht Services PTE. LTD. service agreement that contains a reference to these terms.

By registering, you confirm that you have read and understood this present agreement and hereby agree to be bound.

Unless the context otherwise requires, the terms used in this text, shall, herein and in the course of our further cooperation, bear the relevant meanings thereof described in the “Definitions” section.

Effective from _____._____.

DEFINITIONS USED IN THE GENERAL TERMS AND CONDITIONS OF RUPRECHT SERVICES PTE. LTD.

The following terms shall be used in these General Terms and Conditions of RUPRECHT SERVICES PTE. LTD.:

- 1) **Agreement** – present General Terms and Conditions of RUPRECHT SERVICES PTE. LTD. effective on a particular day, including any annexes hereto, policies and Fees, as well as all of the forms filled out by you in compliance with the System's requirements, regardless of the time and manner of the provision thereof.
- 2) **Account Administrator** - an individual who has been given the authority to administer a SVF Account which is linked to a Business Account.
- 3) **Applicable Currencies** – currencies that the System allows for accounting on SVF User Account (SGD, USD, EUR, GBP, HKD and JPY).
- 4) **Business Account** – User Account which is used mostly for commercial activities, excluding personal, family or household needs.
- 5) **Customer** – an individual who uses or plans to use the Service.
- 6) **Customer Data** - personal data of the i) Customer ii) Customer's representative iii) person connected with the Customer or iv) beneficial owner
- 7) **Ruprecht services** – RUPRECHT SERVICES PTE. LTD. company registered in Singapore, with Registration number 201622453H, legal address: 9 Temasek boulevard #09-01 Suntec tower two, Singapore (038989), homepage address in the Internet: <http://payru.com/>. Ruprecht services is the SVF holder and operates i) the IT system and ii) storage and transaction of funds of the Users.
- 8) **Ruprecht services's Associated Party** – an individual who is i) directly/indirectly managed by Ruprecht services or ii) an individual who has direct/indirect control over Ruprecht services or iii) any individuals directly or indirectly controlled by the same individual who has direct/indirect control over Ruprecht services.
- 9) **Ruprecht services Website** - the Ruprecht services's homepage on the Internet (<http://payru.com>) and its subdomains via which you may be transferred to.
- 10) **Identification** - a process to collect information on Customer, Account Administrator and beneficial owner, if deemed necessary by the law or Ruprecht services.
- 11) **MAS** – Monetary Authority of Singapore.
- 12) **Means of Distance Communication** - any methods used for transferring information without the Customer and Ruprecht services being physically present simultaneously. Some examples include electronic mail, normal mail, Internet and telephone.
- 13) **Means of Identification** - any means for Ruprecht services to verify the identity of the Customer or the Customer's representative;
- 14) **Operation** - an action, resulting from which the Account is debited or credited, made upon initiative of the Customer or Ruprecht services within the scope of the Services;
- 15) **Parties** – collectively both Ruprecht services and the Customer.
- 16) **Personal Account** - a User Account created mainly for personal or household purposes.
- 17) **Privacy Policy** – an annex to the present Agreement, containing the terms of personal information protection
- 18) **Recipient** – an individual or a body corporate who/which receives a payment via the System
- 19) **Sender** - an individual or body corporate who/which sends funds via System.
- 20) **Services** – all i) services, ii) products and iii) functional abilities provided by Ruprecht services.
- 21) **Service Agreement** - an agreement between the Parties to provide a certain Service.
- 22) **Service Fee** - a fee payable by the Customer to Ruprecht services for the provision of Service;
- 23) **Service Rules** – Ruprecht services' rules that govern legal relations between the Parties when providing Services. This is in accordance with the Service Agreement.
- 24) **Stored Value** – amount of the funds deposited in advance and stored by Ruprecht services.
- 25) **Stored Value Facility** – definition used in the local Singapore Payment Systems (Oversight) Act 2006.
- 26) **System** – the e-wallet used by RUPRECHT SERVICES for operating stored value facilities (SVF).
- 27) **System's Interface** - a combination of tools such as computer, telephone or any other

- equipment used by the User in order to access and/or use the Services..
- 28) **SVF Account** - an account in the System which is linked to a User Account and stores monetary value in one of the Applicable Currencies. The Users may hold SVF Accounts in Applicable Currencies.
 - 29) **Transaction** – any transaction made from/to e-Wallet with regard to merchants of licensed payment businesses;
 - 30) **Unverified Account** - a User Account that has not completed Customer identification and verification.
 - 31) **User** – an individual or body corporate who/which owns a User Account in the System.
 - 32) **User Account** – Personal Account or a Business Account in System
 - 33) **Verification** - a process to confirm the information provided by a Customer or Account Administrators.
 - 34) **Verified Account** - a User Account that has completed Customer identification and verification.
 - 35) **“We “and “our”** - RUPRECHT SERVICES PTE. LTD.
 - 36) **“You” and “your”** - an individual who accepts the present Agreement and also the body corporate represented by such an individual.

1. GENERAL PROVISIONS

This Agreement presents the basic principles for legal relations between You and Ruprecht services and other general terms and conditions for provision of the Services.

- 1.1. This Agreement governs legal relations between You and Ruprecht services relating to the provision of the Services by using the System.
- 1.3. Additionally, legal relations between You and Ruprecht services relating to the provision of the Services shall be governed by i) Service Rules ii) Service Agreements iii) the List of Conditions iv) Service Fees and v) good practice as well as the principles of good faith and reasonableness.
- 1.4. In case of any conflict between a provision of the Agreement and of the Service Rules, the relevant provision of the Service Rules shall be prioritized.
- 1.5. RUPRECHT SERVICES PTE. LTD. reserves the rights to amend the present Agreement. These amendments may include making changes to fees and other amounts charged related to your User Account. This can occur at any time and is done so by publishing a new edition of the Agreement on the RUPRECHT SERVICES PTE. LTD. Website at least 10 days prior to the day when the new Agreement comes into effect. We shall inform you of any new or amended instructions.
- 1.6. You must ensure that you are aware of the most updated changes in the Agreement and meet the conditions. In event of disagreement on the new edition of the Agreement or any of its parts, you shall immediately discontinue our relationship with no additional fee or fine charged.
- 1.7. RUPRECHT SERVICES PTE. LTD. reserves the rights to amend the present Agreement without prior notice when Changes are mandatory by law or related to the introduction of new services, additional functions to existing Services or any other changes which may neither restrict your rights nor extend your liability limits.
- 1.8. In the situation mentioned in 1.7, RUPRECHT SERVICES PTE. LTD. has the authority to contravene the term of advance publishing of a new edition of the Agreement. In this situation, the Changes will take immediate effect.
- 1.9. In the case you decide to close your User Account, kindly understand that you may still be liable to us for any obligations which you were liable for before the termination of the present Agreement.
- 1.10. The present Agreement contains a legally binding provision regarding settlements, which impacts your legal rights and may be executed by enforcement.
- 1.11. At any moment you no longer agree to the terms or other conditions, do not access and/or use the Services.
- 1.12. The present Agreement shall remain in effect until your User Account is closed. Ruprecht services may terminate the present Agreement for any reasons, including breach of conditions in the present Agreement by You and such termination takes immediate effect.
- 1.13. System allows Users to store value in any of the Applicable Currencies, subjected to the set limits.

- 1.14. System does not allow Users to convert stored value in any of the Applicable Currencies, from one Applicable Currency to another.
- 1.15. The System does not accept, dispense or otherwise use cash in its Services.
- 1.16. The Agreement is applicable to the legal relations between the Parties from the date this Agreement takes effect.
- 1.17. Ruprecht services is not your agent nor authorized representative. We are not responsible for goods and services which are paid for via the Services, and for the fulfillment of the obligations of a deal paid for via the System. You are solely responsible for choosing your contractors and do face all risks of fraud or bad faith practices committed by the entities that you deal with in terms of using the Services.
- 1.18. RUPRECHT SERVICES PTE. LTD. does not bear responsibility for fees occurred if you engage the services of Internet service providers, mobile/landline carriers or any other such services when using Services.
- 1.19. Payments inside the System do not involve banks and are transferred between the SVF Accounts owned by the Recipients. After the payment has been carried out, the Users are charged commissions according to the Service Fees.
- 1.20. Ruprecht services is not a bank and as such, your account funds are not insured by the State or other authorities. You agree to not receiving an interest or another increment on the Monetary Funds from Ruprecht services. Ruprecht services does not use any Users' funds for giving credits, issuing securities, defraying its operational costs or in any other way, except for following your instructions in relation to the transactions initiated by you.
- 1.21. Withdrawal of funds from the Customer's SVF Accounts, exceeding the remainders thereon, is not allowed, the System does not give loans or overdrafts to the Customers.
- 1.22. Ruprecht services has the right to, in its sole discretion, set the terms of the introduction of the services not implemented, or refuse the implementation thereof. We do also have the right to refuse providing one or all the services, allowing you to manage your monetary funds.
- 1.23. You are responsible for the accuracy of your instructions as to the carrying out of any transactions with your monetary funds (SVF) by the System. Having been sent by you in any form, your instructions will be final and irrevocable. The monetary funds (SVF) errantly sent in accordance with your instructions will not be refundable by means of the System.
- 1.24. Ruprecht services strictly adheres to the restrictions imposed by the authorities against financing terrorism and money laundering. To lower the risks and prevent fraud, Ruprecht services may, in its sole discretion, impose restrictions on the amount, the types and the number of operations via the Services. The mentioned restrictions are imposed in the Service Fees.
- 1.25. Ruprecht services acts on your behalf keeping the records related to your User Account. You understand and agree that i) you are responsible for the accuracy and relevance of all the information provided by you, ii) your failure to provide accurate and relevant information may lead to measures taken against your User Account, access to the System may be revoked, and may lead to authorities' actions in relation to your User Account, or other sanctions and actions defined by the present Agreement and the applicable law, iii) we do not bear responsibility for any inaccurate or outdated information provided by you via the System.
- 1.26. You agree that Ruprecht services, has the right to request the information on any operations carried out on your SVF Accounts, and investigate the nature and purposes of certain operations. You shall be cooperative and provide us with the required documents and information. In this situation, you will not be able to carry out any operations until we are provided with required information. This is to prevent money laundering and financing terrorism activities.
- 1.27. You understand that Ruprecht services can refuse to carry out operations, in order to comply with the law on prevention of money laundering and the act of financing terrorism. Ruprecht services can block a User Account and inform the relevant authorities of any transactions and disclose other information thereto.
- 1.28. Any commissions and fees payable in accordance with the present Agreement and the Service Fees are subject to withholding by the System from the Customer's SVF Accounts at the moment of the carrying out of the transaction.
- 1.29. The Ruprecht services has the right to refuse to conclude the Service Agreement without explanations to the Customer.
- 1.30. This Agreement between the Parties shall be in English. If agreed by the Parties, the same can be done in another language.

- 1.31. The Agreement shall be applicable to the Customer and every legal successor of the Customer.
- 1.32. The regulatory enactments of the Republic of Singapore shall be applied to the legal relations between the Parties in relation to the provision of the Services unless agreed otherwise between the Parties.
- 1.33. Unless specified otherwise in the Agreement, provisions of the Agreement and the Service Rules applicable to the Customer, who is a legal entity, shall be applicable to any party that is not a natural person and to the individual merchant as well.

2. COMING INTO EFFECT OF THE AGREEMENT

- 2.1. Ruprecht services shall inform the Customer on the coming into effect of the Agreement by making them available on the the website at least 30 days before the Agreement takes effect.
- 2.2. If the Customer does not agree to the Agreement, the Customer is can withdraw from the Service Agreements before the effective day. The Customer can notify the Ruprecht services thereof in writing or in any other agreed manner and by fulfilling all obligations of the Customer arising from the Service Agreements in the manner stated by the Service Agreements.
- 2.3. If the Customer does not exercise the right stated in Clause 2.2, the Customer will be deemed agreeable to the Agreement.

3. INTERPRETATION OF THE AGREEMENT, SERVICE RULES AND SERVICE AGREEMENTS

- 3.1. References to Chapters, Clauses or sub-Clauses in the Terms mean references to Chapters, Clauses or subClauses of the Terms (respectively).
- 3.2. The term "person" also refers to a group of persons without the status of a legal entity, but is recognised as a subject of law. One example will be partnership.
- 3.3. The terms which are used in singular form in the Terms, shall be interpreted accordingly as plural form and vice versa.
- 3.4. A reference in the Terms to the Service Agreement includes a reference to the Agreement, respective Service Rules and other documents being an integral part of the respective Service Agreement.
- 3.5. If there are discrepancies involving the text of the Terms in English and in a foreign language, the text of the Terms in English shall prevail.
- 3.6. If any of the parts of the Terms is or becomes invalid, the other parts of the Terms shall not be affected thereby.
- 3.7. The headings in the Terms are intended only for reference, they do not interpret the Terms.

4. RIGHT OF REPRESENTATION

- 4.1. A natural person may enter into legal relations with Ruprecht services and execute Transactions in person or through a representative. If so requested by Ruprecht services a natural person shall be obliged to enter into legal relations and execute Transactions in person.
- 4.3. Ruprecht services has the right to ask for the authorisation of the Customer's representative be notarised.
- 4.4. Ruprecht services is not obligated to accept a document certifying the right of representation if we doubt the authenticity of the authorisation.
- 4.5 By signing up to the Payru e-wallet, you acknowledge that you are located in Singapore at that time.

5. REQUIREMENTS TO NOTICES AND OTHER DOCUMENTS

- 5.1. The Customer shall submit any documents and information in compliance with the System's requirements. The documents include necessary information for the purpose of verification of the information provided by you. Customer has to submit original documents, if requested by Ruprecht Services.

- 5.2. Ruprecht services has the right to assume that the Customer's notice or any other document submitted by the Customer is authentic, valid and correct.
- 5.3. Ruprecht services has the right to demand that documents issued abroad be legalised or certified with an apostille, as appropriate, unless prescribed otherwise in a treaty between the Republic of Singapore and the respective foreign country.
- 5.4. If documents are in a foreign language, Ruprecht services has the right to demand that the documents be translated into English and be certified by a sworn translator. After which, the translator's signature under the translation of the document must be certified by a notary.
- 5.5. The aforementioned has the right to retain the documents submitted by the Customer or to return the documents to the Customer, retaining copies of the documents.
- 5.6. When preparing and submitting Notices to Ruprecht services, the Customer should express itself clearly and explicitly. If figures in the Customer's Notice are specified both in numbers and in words and if they differ, Ruprecht services has the right not to fulfil the Notice, or to fulfil it based on the figures specified in words. In case of using electronic payment instruments, the sums or figures specified in numbers shall be taken as the basis.
- 5.7. All the documents submitted or sent to Ruprecht services must be clearly legible and executed correctly. Documents submitted in paper form should be signed with such writing implements that the written text remains visible for an unlimited period of time and is erasable only by inflicting visible damage on the material of the document. The Customer will be responsible for losses arising from the use of other type of writing implements and for losses incurred due to the submission of documents executed illegibly or incorrectly.
- 5.9. The Customer has the right to request fulfilment only of such Notices, fulfilment whereof is stipulated by the Service Agreement or on fulfilment whereof the Parties agreed otherwise. The Customer is responsible for fulfilment of the preconditions necessary for fulfilment of the Notice, as well as for ensuring that the Notice be practicable.
- 5.10. Ruprecht services has the right to fully or partially reject a Notice or a document submitted to Ruprecht services, or to request that the Customer personally submit to Ruprecht services an additional confirmation of the Notice or additional documents in the form acceptable to Ruprecht services.
- 5.11. The Customer is obliged to take all necessary measures in order to hold Ruprecht services harmless from liability for the Customer's orders given to Ruprecht services and other Customer's Notices.
- 5.12. If in accordance with the Agreement or the Service Agreement Ruprecht services should check the authenticity, completeness, correctness or validity of documents or translate their contents, Ruprecht services shall be responsible only for its gross negligence. If the aforementioned actions are necessary in order to fulfil the Customer's order given to Ruprecht services, Ruprecht services shall have the right for fulfilment of such actions to use the services of third parties at the Customer's expense.

6. SERVICE FEES, REIMBURSEMENT OF COSTS AND OTHER OBLIGATIONS

- 6.1. The Customer shall be obliged to pay the Service Fees pursuant to the List of Conditions, Service Rules and/or the Service Agreement;
- 6.2. The Customer shall read the List of Conditions and pay Service Fees for the provided Services pursuant to the List of Conditions effective as of the moment of provision of the respective Service. The use of the Service means that the Customer has agreed to the List of Conditions. Ruprecht services may at its discretion determine the Service Fee for the Services not included in the List of Conditions.
- 6.3. If the Service Fee specified in the Service Rules or Service Agreement is different from the Service Fee specified in the List of Conditions for the respective Service, the Customer shall pay the Service Fee pursuant to the respective Service Rules or Service Agreement.
- 6.4. Ruprecht services has the right to determine special fees or to increase the indicated Service Fees if the performance of the respective Service requires extra work or causes unforeseen expenses.
- 6.5. The Customer shall also reimburse Ruprecht services for all the expenses incurred by Ruprecht services arising from the activities needed to execute the Customer's Notices, as well as any extra costs.

- 6.6. Individual (Corporates excluded) Customers are subjected to Account Maintenance Fees.
- 6.7. User Account is deemed active if there was at least 1 transaction per quarter. User Account is deemed suspended if it is closed or frozen due to KYC/AML/CFT/Fraud/Sanction breaches and that there is no relevant feedback received from the Customer.
- 6.8. For an active User Account, there are no account maintenance fees for both individual and corporate customers.
- 6.9. For User Accounts of individual Customers that are inactive for more than 3 months, maintenance fee of \$15 per month is applied
- 6.10. For User Accounts of individual Customers that are inactive for more than 12 months, maintenance fee of \$50 per month is applied.
- 6.11. In the event the balance of User Account reaches zero, the User Account will be closed within 90 days by Ruprecht Services and no further charges will be applicable.
- 6.12. In addition to the Service Fees, the Customer shall cover the Ruprecht services's costs of necessary activities performed by the Ruprecht Services in the interests of the Customer.
- 6.13. Ruprecht services has the right to obtain information, documents and other proof that are necessary to provide the Service and/or perform Operations, to obtain information on the Customer, to examine the information provided by the Customer.
- 6.14. When using third-party services at the Customer's expense, Ruprecht Services shall present to the Customer, at the latter's request, all reasonable documents as a proof of the expenses incurred, and the Customer is obliged to pay Ruprecht Services for all expenses contained in the presented documents.
- 6.15. No taxes, duties or other payments may be a reason to reduce the amount due to Ruprecht services. If the regulatory enactments applicable provide for any withholdings from the amounts due to Ruprecht services under this Agreement, Service Rules or Service Agreement, the Customer shall cover these costs in addition, thus ensuring that the amount due to Ruprecht services is not reduced.
- 6.16. Payment of penalties does not release the Customer from the duty to fulfil the obligations, does not affect the amount of losses to be reimbursed and may not be added to reimbursement of loss.
- 6.17. Ruprecht services may discharge any claim of the Customer against Ruprecht services by way of a counterclaim, regardless of the currency of either claim. If the claim and counterclaim are in different currencies, Ruprecht services may recalculate the Customer's counterclaim in the currency of Ruprecht services's claim on the basis of the scurrency exchange rate determined by the System and effective on the day of performance of the set-off.
- 6.18. The Customer may only discharge Ruprecht services's claim against the Customer by way of counterclaim if the Customer's claim is undisputed or has been confirmed by a court adjudication that has come into legal effect and only in the same currency, unless agreed otherwise between the Parties.
- 6.19. Customers are subjected to a \$25 Withdrawal Fee when they order a withdrawal from User Account.
- 6.20. Customers will not be charged for any other fees except Account Maintenance Fees mentioned in 6.6. and Withdrawal Fee mentioned in 6.21.
- 6.21. Customers are only able to withdraw in the same currency they initially deposited. Additionally, the initial deposits must be made via bank accounts or e-wallets. In the event when Customers top up User Accounts by credit card, they will not be able to withdraw funds.

7. VERIFICATION OF IDENTITY

- 7.1. The Customer and his representative are obligated to provide information and documents requested by Ruprecht services for the purposes of identity verification during the eKYC process.
- 7.2. The customer will be able to choose the level of KYC based on the amount to be deposited and total amount already deposited into the eWallet.
- 7.3. The eKYC guideline will comply with the provisions of regulatory enactments of the Monetary Authority of Singapore. The information required will be full name, date of birth, nationality, residential address, passport verification, liveness check and AML and sanctions screening.
- 7.4. Identity of a Customer can be a natural person verified on the basis of personal identification documents specified above, which comply with the provisions of regulatory enactments of the Republic of Singapore. In cases specified by Ruprecht services, the Customer or its representative, who is a natural person, may be identified by Ruprecht services on the basis of document or other

way acceptable to Ruprecht services that enables to identify the respective natural person if this natural person has been identified by Ruprecht services before on the basis of the personal identification document.

7.5. The identity of the Customer – legal entity shall be initially verified by requesting the Customer to produce documents or otherwise obtaining the necessary data via eKYC, on the basis whereof a legal entity shall be identified in accordance with the regulatory enactments, and by verifying the identity of a natural person representing the Customer – legal entity according to the provisions of Clause 7.6. Ruprecht services has the right to verify the identity of the Customer – legal entity by obtaining the respective data necessary for verification of the identity of a legal entity, including data on the Customer's representatives, from a publicly available reliable and independent source of information (for example, from such database that includes information from a relevant public register, on the basis of an agreement on information re-use entered into between a respective state authority and a person maintaining the relevant database).

7.7. With special approval in the System, the Customer's representative is obligated to represent the Customer in relations with Ruprecht services and to conclude on behalf of the Customer any transactions in relation to the provision of the Services.

7.8. Ruprecht services has the right to consider that the Customer's approved representative has the right to represent the Customer in accordance with the provisions of Clause 6.5, until Ruprecht services receives from the Customer a written notification of termination of the representation rights mentioned in Clause 6.5. After an approval is received, Ruprecht services is not obliged to check the validity of the representation right of the Customer's representative, whose rights are approved in the System.

7.9. In situations when the Customer's representative, whose rights are approved in the System, has the right to perform only specific transactions for specific amounts or to act only under specific circumstances, at a specific time or place, or if approval of the Customer's administrative institution is required for specific transactions, Ruprecht services does not have the right to check that the respective provisions have been met and decisions made, and the fact that such provisions of the Customer's documents are not fulfilled and such decisions are not made cannot be considered as a basis for invalidation of a transaction.

7.10. Any changes in approved Customer's representative rights will be effective from the date the current Customer's representative rights is amended in the System.

7.11. The Customer shall update the information of approved Customer representative if the Customer's representative's personal information has changed.

7.12. Ruprecht services has the right to request that any Notice of the Customer – legal entity be signed by the Customer's representative who is approved in the System. Ruprecht services shall not be accountable for the authenticity of documents submitted to Ruprecht services, as well as for debiting the Funds from the Account on the basis of a forged or otherwise illegal Notice.

7.13. Ruprecht services may verify the identity of the Customer or the Customer's representative through the Means of Distance Communication acceptable to Ruprecht services on the basis of the Means of Identification of the Customer or the Customer's representative, the status and usage provisions of which is governed by the Agreement/or the Service Agreement, or in other manner acceptable to Ruprecht services that enables to identify the Customer or the Customer's representative.

7.14. Ruprecht services is obligated to not accept the Customer's Notice or to provide the Service, if Ruprecht services cannot identify the identity of the Customer or the Customer's representative, authorisation of the Customer's representative or the authenticity of the Customer's intention.

7.15. Ruprecht services shall not be obliged to verify identity of the person making transfers of Funds to an Account, except for cases when such obligation of Ruprecht services is provided by the applicable regulatory enactments.

8. PROVISION OF INFORMATION

8.1. When concluding any Action, the Customer represents to Ruprecht services that:

- a) all such actions have been taken and all such consents, licences, permissions and authorisations have been obtained which under regulatory enactments are necessary for the Customer and the Customer's representative for conclusion and fulfilment of the respective Action;
- b) all information submitted by the Customer is true, complete and precise;

- c) documents and Notices submitted are authentic and valid;
- d) the Customer does not conclude the respective Transaction, does not perform it and does not accept its performance for the benefit of, in the interests of or upon assignment by another person, unless the Customer has notified Ruprecht services otherwise;
- e) the Customer, other person involved in the Operation, Transaction or any other Customer's transaction, or the Customer's or the respective other person's subsidiary, parent company or any other subsidiary of such parent company shall not be regarded as the Person subject to restrictions;
- f) no officers, employees, proxies of the person mentioned in Clause 7.1.5 or other person acting for benefit of any person mentioned in Clause 7.1.5 shall be regarded as the Person subject to restrictions;
- g) the Customer has no information that any country, intergovernmental organisation, international or supranational organisation would take measures against any person mentioned in sub-Clauses e) and f) in relation to financial or civil rights restrictions or other sanctions imposed by a respective country or organisation;
- h) the Transaction and all its consequences are binding upon the Customer and do not constitute a violation of the regulatory enactments applicable to the Transaction.

8.2. For proper fulfilment of the Transactions the Customer is obligated to notify Ruprecht services instantly of any change in the information or representations submitted to Ruprecht services, including: changes of a natural person's first name, surname, declared place of residence, changes of the name of a legal entity, type of a legal entity, registration number or place, change of the legal address and any contact information (including that used for provision of the Services), amendments to or termination of powers of attorney submitted to Ruprecht services, as well as change of persons authorised to represent the Customer. The Customer shall instantly inform Ruprecht services about an application for insolvency proceedings filed with the court in respect of the Customer, as well as about any other circumstances that may affect fulfilment of the Customer's obligations under the Service Agreement. The Customer – legal entity – is also obliged to inform Ruprecht services about the Customer's reorganisation or termination of activities of the Customer and deletion from the Commercial Register, as well as an application for legal protection proceedings filed with the court in respect to the Customer.

8.3. Until the moment when the Customer notifies Ruprecht services of the changes mentioned in Clause 8.2., Ruprecht services shall be entitled to presume that the information and the Customer's representations at its disposal are accurate.

8.4. The Customer or the Customer's representative is obliged to notify Ruprecht services immediately if personal identification documents or System Access information of the Customer or the Customer's representative (respectively) have been either lost or stolen, or if they in any other way have passed into a third party's disposal against will of the Customer or the Customer's representative.

8.5. The Customer is obliged to submit information specified in Clauses 7.2. – 7.4. to Ruprecht services even if the amended data or the circumstances have been made public in the mass media, published in the official gazette or entered into a public register.

8.6. Ruprecht services is entitled to demand and the Customer is obliged to submit documents evidencing the respective changes to Ruprecht services.

8.7. The Customer has the obligation to immediately verify the accuracy of information contained in the statement or other Notice received from Ruprecht services, and to instantly notify Ruprecht services in case of any inaccuracies or other faults.

8.8. If the Customer has not received any Notice from Ruprecht services, the receipt of which it has been agreed on, the Customer shall notify Ruprecht services immediately if the deadline has passed during which such notice should have been received by the Customer.

8.9. If the Funds are incorrectly credited to the Account, the Customer shall notify Ruprecht services immediately after such error is detected. Ruprecht services has the right to debit from the Account the Funds transferred to the Account by Ruprecht services as a result of mistake, error or negligence or without any legal grounds. If Ruprecht services are credited to the Account by error of the payer or the payment service provider involved in the payment, the Customer is obliged to cooperate with Ruprecht services and within the term determined by Ruprecht services to submit to Ruprecht services the requested information and documents related to Funds credited to the Account. Ruprecht services has the right to suspend settlements with such Funds until clarification of all circumstances.

9. CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA

9.1. Ruprecht services will ensure confidentiality of all the information regarding the Customer, Accounts as well as transactions made by the Customer that are defined to be confidential information by the Republic of Singapore (hereinafter referred to as the "Confidential Information").

9.2. If required by regulatory enactments of the Republic of Singapore, Ruprecht services will disclose the Confidential Information, without the consent of the Customer.

9.3. Ruprecht services will process personal data (including Customer Data) according to the Privacy Policy available on the [website](#).

9.4. In addition to cases stipulated in the Privacy Policy, Ruprecht services is entitled to disclose the Customer Data and the Confidential Information:

9.4.1. to a Ruprecht services' Associated Party;

9.4.2. to persons who in relation to the Services render services to Ruprecht services or with whom Ruprecht services otherwise cooperates in order to provide Services, to fulfil Ruprecht services' obligations or to ensure its activity or perform its functions, if disclosure of the Customer Data or the Confidential Information is necessary for the receipt of the respective service or for the respective cooperation;

9.4.3. to such register, database or similar information system (hereinafter in this sub-Clause referred to collectively as the "respective information systems") holders or administrators (for example, to credit bureaus, providers of debt recovery services) to whom Ruprecht services provides the Customer Data or the Confidential Information on the basis of the regulatory enactments or an agreement in order to include the said information in the respective information systems, as well as, through the respective information systems, to users of the respective information systems or the information included in them;

9.4.4. to the person to whom Ruprecht services assigns its rights to claim under the Service Agreement;

9.4.5. to any person in order to protect infringed or disputed rights of Ruprecht services or interests of Ruprecht services protected by law or in the cases when the Customer has not duly performed the Customer's obligations arising from the Service Agreement

9.4.6. to competent institutions, authorities and officials of other countries, intergovernmental organisations, international organisations and supranational organisations pursuant to the requirements of regulatory enactments, the Ruprecht services 's Associated Parties and business and cooperation partners of Ruprecht services;

9.4.7. to the European Central Bank, the Bank of Singapore, central banks of other countries and to any other persons involved in operation of payment systems in order to ensure effective function of System;

9.4.8. to persons delegated by Ruprecht services or the Ruprecht services 's Associated Party to conduct the statistical, social or market research or the Customer survey, if disclosure of the Customer Data or the Confidential Information is necessary for the execution of the respective research or survey;

9.4.9. to a person which has acquired direct or indirect holding in Ruprecht services and to any person directly or indirectly controlled by the person which has acquired direct or indirect holding in Ruprecht services if disclosure of the Customer Data or the Confidential Information is necessary for the compliance with the requirements set by the regulatory enactments governing activities of the respective person;

9.4.10. to any person, which has not been specifically set forth in any of other sub-Clauses of Clause 8.4, in case Ruprecht services has received the Customer's consent to disclose the Customer Data or the Confidential Information to that person or the Customer's request to disclose the Customer Data or the Confidential Information to that person as well as in other cases when disclosure of the Customer Data or the Confidential Information to that person is permitted in accordance with the regulatory enactments.

9.5. Ruprecht services may supplement the Customer Data processing systems administrated by Ruprecht services with information obtained from public registries, state or local government data processing systems, databases of the credit bureaus, databases of debt history and/or other sources, if providing such information or possibility to access to the same is in conformity with regulatory enactments of the Republic of Singapore. For the same purpose Ruprecht services has the authority

to receive additional information from any Associated Party of Ruprecht services.

9.6. User agrees not to copy, imitate or use the elements of the corporate identity of Ruprecht services as well as not to try to change, hack, decompile, gain unauthorized access to or otherwise interfere in any of our programs, the mobile application or the Ruprecht services [Website](#). You agree that we may immediately close your Account and undertake legal action against you if you breach, or we have reason to believe that you breached, this promise.

10. PREVENTION OF MONEY LAUNDERING AND TERRORISM FINANCING

10.1. Ruprecht services believes in preventing money laundering and financing of any terrorism activities. We will act accordingly to regulatory enactments applicable and Ruprecht services' policies.

10.2. Any operations in the System may only be carried out in compliance with the restrictions imposed by the law against terrorism financing and money laundering. To protect Users from losses and fraud, Ruprecht services may impose restrictions on the amount, the types and the number of operations via the Services. The mentioned restrictions are imposed in the Service Fees.

11. TYPES OF USER ACCOUNTS, STEPS TO OPEN ACCOUNT AND ACCOUNT OPERATIONS

11.1. User Account opening procedure

11.1.1. If you are an individual, by creating a Personal Account with us, you fully understand and guarantee us that you act solely on your behalf and for your own benefit. You shall be obliged to use the Personal Account solely in your personal or your family's interests.

11.1.2. When creating your User Account, you must provide accurate and complete information, and you must keep this information up to date. You must provide documents in compliance with the System's requirements published on the Ruprecht Services PTE. LTD [website](#). On top of that, you are required, if necessary, to provide any other information and documents in compliance with the System's requirements. This helps to verify the information and prevent money laundering or financing terrorism.

11.1.3. For the purpose of verification of the information provided via eKYC, we may require you to perform certain actions for verification of your ownership of your e-mail address, mobile phone number, as well as for verification of the accuracy of the information and the documents provided by you. You assume the obligation to perform such actions by means of the System's tools.

11.1.4. We are obligated to, in our sole discretion, from time to time require you to verify the accuracy and currency of the information you have previously provided us with, request confirming documents and undertake other measures for Identification and Verification.

11.1.5. We reserve the right to prevent, block and restrict access to your User Account, SVF Accounts (several or all) or the Services without explanation in case we have AML/CFT concerns or under applicable law.

11.1.6. The decision to open a User Account is made by us after conducting identification on the basis of the documents provided by you, as well as the information we, in accordance with the present Agreement, have the right to collect independently. Ruprecht services is obligated to refuse to open a User Account without giving an explanation.

11.1.7. After reception of a notification of the opening of your User Account from the System, you acquire the ability to use the Services available to your account type in accordance with the rules of the System.

11.1.8. After opening your User Account, you will be able to top up your SVF accounts through wire transfer from your bank account. If you decide to have access to other means provided by the System, you will have to go through an identification and verification process and update your User Account to the relevant SVF abiding to AML/CFT regulations. Similarly, you are to do the same if you are receiving funds from other Users.

11.1.9. When funds are deposited into your SVF account by either yourself or the Sender, they will be in the currency at which the payments are made. This is provided that the operation is compliant with both the law as well as the System's rules. As mentioned in prior point, this will only be applicable to the available currencies (SGD, USD, EUR, GBP, HKD and JPY).

11.2. Operations in User Account

11.2.1. After the funds are deposited into your SVF Account, you will have access to the respective Services, depending on your Account type. You will be able to start carrying out payments to merchants and pay for goods and services. After confirmation via the System, the funds will be withdrawn from the Account of the Sender and transferred to that of the Recipient merchant. This action cannot be revoked. The amount of a single transaction shall not exceed the limit set in the System. Similarly, the total amount of transactions in a month shall not exceed the limit set in the System.

11.2.2. You bear the responsibility for the accuracy and the relevance of all the information provided by you for the carrying out of each payment, including without limitation the e-mail address, the mobile phone number, the name or the title of the Recipient, the amount of the payment, and for any other information, if required by the System.

11.2.3. Under AML/CFT regulations we have the right to require additional information not required by the System's standard forms. We have the right to refuse to carry out the operation if the information provided by you is not compliant with the System's requirements, incomplete or irrelevant, or if you refuse to provide us with the information additionally requested.

11.3. Restrictions on operations in the System

11.3.1. Holders of Unverified Accounts are obligated to get acquainted and accept the Agreement or reject it resulting in deletion of the Unverified account.

11.3.2. Holders of Unverified Accounts can request deletion of their personal data stored in the System.

11.3.3 Holders of Unverified Accounts can select the verification level in order to pass the Customer identification and verification procedure according to the selected verification level and in compliance with requirements imposed by the System.

11.3.4. Holders of Unverified Accounts will not have an SVF account and consequently not allowed to perform any Operations or store Funds;

11.4. You understand and agree that you will not perform the following actions:

11.4.1. Use the System for conduction of any business regulated by MAS, business of use of electronic money, for lending or credit activities, sales of money transactions or traveler checks, provision of escrow services unless otherwise agreed by parties in writing.

11.4.2. Use the System for payments for illegal or counterfeit products or services, including banned substances, counterfeit consumer goods / infringing merchandise, stolen property, substances not freely circulatable and those being dangerous for consumers, illegal online gambling games and lotteries, financial pyramids, firearm and ammunition trade, any sorts of illegal income laundering, as well as any sorts of illegal activities.

11.4.3. Provide Ruprecht with false or inaccurate information, including attempts of identity fraud, for example, when specifying false information on the accounts or providing falsified documents, photographs or scans;

11.4.4. By means of deceit or misrepresentation, deprive us or other Users of Ruprecht services of funds;

11.4.5. Carry out transactions to pay for debt collection services;

11.4.6. Carry out transactions to pay for sexual services;

11.4.7. Provide cash withdrawal services on the "white label" basis;

11.4.8. Provide the services of a casino or another gambling establishment;

11.4.9. Attempt to acquire or actually acquire a double profit for an errant payment from the recipient (for example, a seller), Ruprecht services or your bank or another financial institution;

11.4.10. Conduct any activities which may incur a high level of the risks related to you, your User Account or any your action on the User Account;

11.4.11. Otherwise breach the conditions of the present Agreement or the policies stated herein.

You understand that any your illegal actions or breaches of the Agreement may be a reason of a temporary or permanent blocking of your User Account, SVF Accounts and the funds thereon, as well as the Services.

You understand that your illegal actions or breaches of the Agreement may, if required by the law, be a reason of our application for calling you to account, not excluding criminal liability.

11.5. Closing your Account

11.5.1. Subject to the provisions of this section, we may cease our relationship with you, at any time

and without punitive sanctions, by closing your User Account with the use of the tools of the System and the System's Interface.

11.5.2. After closing your User Account, we will cancel any incomplete transactions unless otherwise statutorily required by law.

11.5.3. You shall not close your User Account to avoid an investigation by the authorities or Ruprecht services. If you attempt to close your User Account during our investigation, we may hold back your funds for a period of up to 180 days, for the purpose of protection of Ruprecht services or third parties from the risk of cancellation, refund, lawsuit, payment of fees, levies, fines, and other financial obligations.

11.5.4. If you want to close your User Account, you must understand that you are liable to us, after the termination of the present Agreement, for any obligations which you have assumed and those you were responsible for prior to the termination of the present Agreement.

11.5.5. The cease of our relationship does not negatively impact the rights accrued by the moment of the cease of the relationship, legal remedies, obligations and liabilities of the parties, including the right to require indemnity for losses in event of any breach of the Agreement, which existed on the day of the cease of the relationship, or prior thereto. Any provisions of the present Agreement, which, directly or by implication, remain in effect after the cease of the relationship, remain in full effect.

11.6. Security and fraud prevention

11.6.1. You are responsible for ensuring adequate security and management of passwords, personal identification numbers (PIN) and any other codes which you use to access the Services of Ruprecht services. You are responsible for all instructions given to us online at any place and at any moment when, for accessing your User Account, the correct password is entered, and grant us the power to follow those instructions. PIN codes and passwords are considered equivalents of the User's personal handwritten signature. Ruprecht services is not responsible for any loss or damage incurred by our trust in your oral or electronic instructions given to us with the use of your Password.

11.6.2. If you suspect that your password is leaked to a third party, you are obliged to notify us immediately, and you agree to work with us in terms of any further investigation. Before receiving your notification, you are still reliable for all the transactions carried out with the use of your password. In addition to the Passwords, you may require the undertaking of other security measures which we may implement to ensure the security of your information.

11.6.3. Ruprecht services does not store the Passwords, however, you agree to the storing of a hashed password by us.

11.6.4. You are obliged to use reliable means of ensuring security when gaining access and carrying out electronic transactions. These include logging out and closing any online services of electronic transactions upon the completion of the transactions, regardless of the means of accessing the System. You agree to undertake any measures of ensuring security, which we may recommend at the relevant/given moment of time, in relation to the requirements of the encryption technology, scanning for viruses, software, access protection systems, anti-spy programs, cyber-security measures and similar means of protection, to ensure the security of any electronic operating activity.

11.6.5. Personal and confidential information such as your personal key, is stored on a server, in the form encrypted with help of special tools. The encryption and decryption are conducted with use of the key which is extracted from your password.

11.6.6. Any network connection to the servers of Ruprecht services is protected.

11.6.7. The System carries out the master backup of the records of the right of ownership. The records related to you and your User Account will be changed only after the compliance with your effective instructions, in accordance with the conditions of the present Agreement.

11.6.8. Aside from e-mail and SMS confirmations when setting up accounts and confirmations for transactions, if you receive an e-mail message, an SMS message, a phone call or an appeal to you in any other form, from anyone claiming to be Ruprecht services, its representative or another company of the group, or such containing a request for confidential information (phishing), you must not provide any information or data in response and contact the Ruprecht services immediately.

11.6.9. Ruprecht services will not request you to provide your password in an e-mail message or on the phone. In these situations, you must contact us and inform us of such facts immediately.

11.6.10. If we suspect that fraudulent activity is taking place in your User Account, we will suspend your User Account temporarily to prevent further unauthorized activities. In such cases, you may receive an e-mail notification from Ruprecht services.

11.6.11. If you suspect any fraud, you are obliged to notify Ruprecht services immediately. As such, Ruprecht services will investigate and rectify the problem.

12. DELIVERY OF NOTICES AND INFORMATION EXCHANGE.

12.1. We will reject any of your messages, applications or instructions, if those are available in the System's Interface but sent to us in any different manner. All the instructions given to us in any of the ways implemented in the System's Interface have the same legal power as if you gave those to us in the written form. You agree that all the calls (on the phone or with the use of other communication tools, including those using the Internet) and electronic messages may be recorded and stored by us as the records of your instructions.

12.2. If Customer intends to send to us notifications, applications and messages that are not supported by the System's Interface, this must be done through contact channels specified on the Ruprecht Services PTE. LTD. [Website](#).

12.3. We have the authority to ignore any messages, applications or instructions given by you if they do not comply with clauses 11.1. and 11.2. of the present Agreement. You bear all the risks related to breach of the rules of accessing the System.

12.4. We and our providers acting under our instruction may contact you via automatic or previously recorded messages, on the phone number(s) you have provided and/or at the e-mail used when you were registering the User Account. Such messages may relate to: the notifications addressed to you, investigations or prevention of fraud, debt collection. We do not share your phone number(s) with third parties, for their own purposes, without your consent, except for the providers with which we have entered into the agreements on the relevant maintenance of operation of the Services of Ruprecht services.

Such notifications are considered received by you on the day of the sending thereof.

12.5. When sending the Notices to the Customer by electronic mail, the Ruprecht services has the right not to use means of cryptography or other means of logical security, unless otherwise stipulated by applicable regulatory enactments. The Customer assumes the risk of loss, alteration or disclosure of the information contained in the Notices such sent by electronic mail (including the Confidential Information and the Customer Data). Provisions of this Clause are applicable also to the cases when Ruprecht services sends such information by electronic mail to any other person to whom, in accordance with the Agreement, the Service Agreement or applicable regulatory enactments, Ruprecht services is entitled to provide such information.

12.6. Ruprecht services may deliver the Notices to the Customer by placing them on the Ruprecht Services PTE. LTD. [Website](#).

12.7. Ruprecht services's Notice to the Customer does not create and shall not be regarded as the Ruprecht services's proposal (offer) or advice with respect to the Service, unless it is explicitly stated otherwise in the relevant Notice. When communicating with the Customer on Ruprecht services's own initiative by the Means of Distance Communication or through a third party, Ruprecht services shall never ask and offer the Customer to disclose any Means of Identification, which, in accordance with the provisions of the Service Agreement, the Customer may not disclose to third parties (such as a password, identification code).

12.8. Ruprecht services's Notice shall be deemed to be delivered to the Customer and Ruprecht services's obligation to inform the Customer shall be considered fulfilled as of the expiration of the period of time usually required for delivery of information via respective means of communication starting from the moment when the Notice is sent to the Customer or a person entitled to receive the Notice on the Customer's behalf. If Ruprecht services's Notice is delivered personally to the Customer, it shall be deemed that the Customer has received it, when the Notice is served to the Customer or the Customer's representative against signature.

12.9. Notification of any judicial proceedings or other documents in connection with your legal actions against Ruprecht services must be sent by mail to the attention of the Managing Director to the postal address written on the Ruprecht Services PTE. LTD. [Website](#).

12.10. Ruprecht services shall have the right to record telephone conversations and other oral communication taking place between the Parties, to choose the means of recording of such communication and to keep such records, as well as, if necessary, to use such records to prove the communication.

12.11. Service Agreement between the Consumer and Ruprecht services which are concluded with

the help of the Internet or other Means of Distance Communication, the following provisions shall apply:

12.11.1. the Customer can get the provisions of the Service Agreement and the information, which in accordance with the applicable regulatory enactments should be provided to the Consumer prior to the conclusion of a distance agreement, in English or - in accordance with the agreement between the Parties - in another language;

12.11.2. if in accordance with the Service Agreement or applicable regulatory enactments the Customer has a right of withdrawal, the Customer may within 14 (fourteen) days after conclusion of the Service Agreement unilaterally terminate the Service Agreement having submitted a relevant Notice by sending such Notice to Ruprecht services via the System. If the Customer does not exercise the right of withdrawal within the period mentioned in this sub-Clause, the Customer shall have the right to unilaterally terminate the Service Agreement, if the Parties have so agreed;

12.11.3. if the Customer exercises the right of withdrawal and unilaterally withdraws from the Service Agreement, the execution whereof Ruprecht services has already commenced at the Customer's request or with the Customer's consent, the Customer shall be obliged to pay Ruprecht services for the Service which Ruprecht services or Ruprecht services's service providers has already provided to the Customer under the relevant Service Agreement.

13. CONVERSION OF THE APPLICABLE CURRENCIES.

13.1. Conversion of one Applicable currency into another is not prohibited, the Customer may only withdraw funds in the same currency as the deposit currency.

14. MAINTENANCE AND DEVELOPMENT OF SYSTEM

14.1. From time to time, there will be planned maintenance work to develop the System. If possible, the development work will be carried out at night.

14.2. Upon occurrence of extraordinary circumstances, there can be maintenance in the System to prevent greater losses.

14.3. During the process of maintenance, the performance of Ruprecht services's obligations to the Customer arising from the Service Agreement shall be suspended.

15. INHERITANCE

15.1. In the case of death of the Customer, Ruprecht services shall be entitled to request the documents attesting the inheritance rights of the persons presenting requests to Ruprecht services regarding the Customer's property. These persons shall submit to Ruprecht services such documents attesting their inheritance rights and such document (-s) shall comply with the provisions of the regulatory enactments of the Republic of Singapore. Ruprecht services shall be entitled to verify the authenticity, validity and completeness of the submitted documents at the expense of the persons specified in this Clause.

16. CONSIDERATION OF COMPLAINTS AND SETTLEMENT OF DISPUTES

16.1. Information about the procedure for consideration of Complaints by Ruprecht services is available to the Customer on Ruprecht Services PTE. LTD.'s [Website](#).

16.2. Any dispute arising between Ruprecht services and the Customer in connection with the provision of the Services shall be resolved in a court of the Republic of Singapore.

17. LIABILITY

17.1. Parties shall be held liable for the non-performance or undue performance of their obligations. Ruprecht services shall not be liable for indirect losses caused to the Customer (loss of profits, etc.).

17.2. Ruprecht services shall not be liable for failure to fulfil its obligations if the reason of such failure has been an obstacle not under control of Ruprecht services and if no one could have reasonably

expected that Ruprecht services may foresee rising of such obstacle during the period of establishing the obligations or avoid this obstacle or its consequences.

17.3. Ruprecht services shall not be liable for services provided by third parties through the mediation of Ruprecht services.

17.4. Ruprecht services shall not be liable for losses caused to the Customer by the risks related to exchange rate fluctuations or the depreciation of the Funds deposited with Ruprecht services.

17.5. Ruprecht services has the right to withdraw unilaterally from Service Agreement in the cases and in the manner prescribed by the relevant laws.

17.6. The Customer shall be liable for fulfilling the obligation to inform Ruprecht services, as well as the correctness of the information submitted to Ruprecht services.

17.7. If the Customer fails to fulfil the Customer's obligation to inform, Ruprecht services shall presume that the information submitted to Ruprecht services is correct, and shall not be liable for losses caused to the Customer and/or third parties by non-fulfilment of the obligation to inform, except if the loss is caused through intent or gross negligence of Ruprecht services.

17.8. The Customer is obliged to compensate Ruprecht services for losses caused by submitting incorrect data or failure to provide information to Ruprecht services, as well as failure to notify Ruprecht services of changes in the information provided to Ruprecht services before.

17.9. The Customer shall be fully liable for losses incurred as a result of deceiving or misleading Ruprecht services by the Customer or of negligence of the Customer.

17.10. All Customer's Funds that is (or will be) at Ruprecht services 's possession, holding or disposal shall be regarded as security for all liabilities of the Customer to Ruprecht services arising from any Service Agreement and this Agreement.

17.11. Ruprecht services shall have no liability for losses incurred due to failures or interruptions of the means of communication (mail, mobile phone, electronic mail or any other means of communication) used in the frame of provision of the Service, unsuitability or damage of equipment, as well as actions of third parties targeted at the acquisition, use, modification or deletion of content of the information sent with the help of the means of communication.

17.12. Ruprecht services shall have no liability for delays in sending Notices, loss of consignments, transmission errors or distortions arising from time zone differences, exchange rate fluctuations or any other circumstances beyond the control of Ruprecht services, including actions of third parties.