



## **GLOBAL WALLET – TERMS AND CONDITIONS**

**Ephelia NZ PS Limited** is a company incorporated under the Laws of New Zealand, with company registration number 6191487 and operating under the trading name Quid (hereafter referred to as the “**Company**” or “**Quid**”). Quid is a financial service provider under registration number FSP732651 with a registered office at Level 1 Findex House, 57 Willis Street, Wellington Central, Wellington, 6011 New Zealand.

Quid is registered to provide the following financial services: keeping, investing, administering, or managing money, securities, or investment portfolios on behalf of other persons, operating a money or value transfer service, Issuing, and managing means of payment, changing foreign currency.

The Company may provide the services directly or indirectly through Third-Party Providers duly authorised in the relevant jurisdictions.

The Customer wishes to enter into this Agreement for the provision of the Services must accept Quid’s regulated third-party terms of use. This Agreement incorporates herein the Third-Party Provider’s terms of use applicable to the Services, set forth at [THE CURRENCY CLOUD LIMITED \("TCCL"\) TERMS](#) [THE Currencycloud B.V. TERMS](#)

THE PARTIES THEREFORE AGREE AS FOLLOWS:

### **1. DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings set forth below (such meanings to be equally applicable to the singular and plural forms of such terms):

**Agreement / Terms and Conditions:** means these terms and conditions, any and all annex(es), or documents referred to herein, as amended from time to time, regarding the issuance and use of the E-Money and accepted by the Customer.

**AML:** Anti Money Laundering.

**ATM:** an automated teller machine or cash dispenser.

**Available Balance:** value of funds deposited into the Global Wallet available for use by the Customer.



**Authorised Person:** means any person or entity authorised by the Customer to give instructions to the Third-party provider in relation to the Global Wallet and/or the Transactions on behalf of the Customer.

**Currencies Offered:** The list of currencies the Customer may open a Wallet in as shown in Annex 1.

**Customer:** means the end user, the authorised holder of the Global Wallet according with the terms of this Agreement.

**Dashboard (or the Dashboard):** is the portal where the Customer can access the Services and among other things: perform pre-paid cards top-ups, E-Money exchanges, initiate payment instructions, view transactions history, view the balance and currency of the E-Money held in the Global Wallet.

**E-Money:** electronic money, as defined in the Electronic Money Directive, means the monetary value stored and associated with the Customer's Global Wallet.

**E-Wallet:** where the value issued in E-Money is stored, and which is accessible through the Global Wallet.

**Fee:** any fee payable by the Customer to Quid, as set out on the Website and/or in Annex 2 of the present Agreement as amended from time to time.

**Global Wallet:** the pre-paid E-Money account.

**Instruments:** are the channels through which the E-Money, distributed by Quid, is engaged by the Customers.

**KYC:** Know Your Customer, requirement for knowledge of and information on customers of regulated entities or for regulated activities.

**Log:** electronic register recording the operations generated through usage of the Services.

**Main Wallet:** the first Currency opened in the Global Wallet; or updated in Customer 'Settings', which set up Fees, if applicable, and monthly Fees are debited from.

**Negative Interest:** rates refer to the specific case when a deposit incurs a charge for storage at a bank, rather than receiving interest income.

**Platform:** means the Company's specific online payments platform, through which the internet allows the Customer to access the Global Wallets and provide instructions through the Dashboard.



**Password:** is a secret alphanumeric word the Customer chooses to enter the Platform.

**Redemption** means returning the E-Money held on the Global Wallet to the User in full or in part.

**Relationship:** means the ongoing business relationship established between a Customer and Quid under this Agreement once the Customer has successfully completed the onboarding process.

**Services:** means the services set out under Clause 2.

**Third-Party Provider:** the Third-Party provider, authorised by the appropriate regulatory bodies in the relevant jurisdictions, appointed by the Company for the purpose of the Services. The current Third-Party Provider is The Currency Cloud Limited, a company incorporated under the laws of England and Wales with a registered office at 12 Steward St, London E1 6FQ with registration number 06323311, authorised and regulated by the Financial Conduct Authority (FRN: 900199).

**Transaction:** an electronic payment initiated by the Customer through the Services.

**Username:** means one of the two login elements the Customer must remember in order to access the Global Wallet chosen by the Customer during the registration process.

**Wallet:** the pre-paid E-Money account.

**Website:** means the Company's website <https://app.quidglobal.com>, operated by the Company to provide the Services and information in relation to the Services.

## 2. INSTRUMENTS AND FEES

- 2.1 This Agreement applies to all Quid instruments and products in possession and/or newly acquired by the Customer.
- 2.2 The Company is the provider, directly or through authorised Third-Party Provider, of E-Money products which allow the User to send, receive, and make electronic payments, to transfer E-Money, in accordance with the Terms and Conditions of this Agreement. The E-Money shall be stored in the Customer's Global Wallet and shall be accessible through the Customer's E-Wallet and shall be denominated in currencies shown in Annex 1 as applicable from time to time).
- 2.3 Transactions performed requesting a currency exchange are subject to a Fee between 0.5% and 1.35% above the exchange rate set out for the respective currencies by the

Third-Party Provider's forex platform, as listed in Annex 3.

- 2.4 The money loaded into the Customer's Global Wallet shall in no circumstance gain any interest, and the Customer shall not be awarded any benefits whatsoever in respect of the duration of time that the E-Money is held in the Global Wallet.
- 2.5 The Services are the services available to the Customer through the Platform that allows use of the Services via internet.
- 2.6 The Customer is being made aware of and hereby accepts the existence of a Log recording the operations generated through usage of the Services and such Log will be held exclusively by the Company or its Third-Party Provider. Where such Log recordings and the same Log are subject of an investigation, the Company could exhibit such instruments to the relevant authorities as may be required from time to time in the country where the Company is active.

### **3. OPENING A WALLET**

- 3.1 The Relationship with the Customer is held by Quid in New Zealand, which directly or through a Third-Party Provider, also administers the Wallet and the Services.
- 3.2 The Customer can open up to six Wallets in the currencies available shown in Annex 1. The Customer cannot open an additional Wallet with the same currency.
- 3.3 In order to open a Wallet, the User must be a Customer who is a private individual or a corporate entity and must register on the Website and successfully complete the onboarding process, providing the information and the original documentation requested by the Company.
- 3.4 The Customer shall provide to the Company true and accurate details relating to their identity and proof of address and any other information to enable the Company to comply with any Regulatory Provisions, including if the Customer holds multiple citizenships or is a US person for US tax purposes.
- 3.5 The Customer shall ensure that the personal information and documentation supplied to the Company is always accurate and up to date and the Customer shall promptly inform the Company of any changes to the information provided (expressly including any change of address or country of residence).
- 3.6 At any time after completing the registration, the Company can request that the Customer provides further information and documentation in compliance with the Company's Regulatory obligations.

- 3.7 The Customer agrees to promptly provide the Company with the information and documents requested.
- 3.8 If the Customer fails to comply with such requests in due time, the relationship with the Company can be suspended or terminated by the Company in accordance with regulatory provisions and the Company's policies applicable from time to time.
- 3.9 The Customer hereby authorises and consents the Company to perform searches (that may affect the credit score of the Customer) with central credit registers, credit reference agencies, risk intelligence and due diligence service providers and databases, or other independent sources, and to verify any information and documents the Customer has provided to the Company (including verification of bank references with the relevant bank). By entering into the Agreement, the Customer consents to any disclosure of information the Company may make to such central credit registers, credit reference agencies, risk intelligence and due diligence service providers, operators of databases or sources and to the Company contacting banks and other third parties for verification purposes.
- 3.10 In order to establish a Relationship with the Company the Customer must:
- a) have the power to enter a binding contract with the Company and not be barred from doing so under any regulatory provisions;
  - b) be either 18 years of age or; and
  - c) be a citizen and/or a resident of a country (or if the Customer is a legal entity, be incorporated or registered in a country) among those at any one time indicated by the Company during the onboarding process or on the Website. The Customer represents and warrants that they have the full capacity and authority to accept and agree to these Terms and Conditions, to open and maintain all Global Wallets opened with the Company and to provide any instructions necessary to open and maintain such Wallets.
- 3.11 In establishing a Relationship with the Company, the Customer represents that is not acting on behalf of, or for the benefit of anyone else, unless the Customer is opening the Relationship with the Company for and under the direction of a legal entity that granted the Customer valid authority to do so.
- 3.12 If the Customer is not acting for the legal entity that granted any valid authority, the Relationship with the Company must be in the name of the Customer only. The Company has no responsibility to any other person except the Customer (or the legal entity validly represented by the Customer) under the Agreement.

- 3.13 The Customer cannot assign or transfer the Relationship with the Company to others or otherwise grant any other person a legal or equitable interest over it or the relevant Wallet. This does not affect any transfer that takes effect under the general law, for example by way of succession upon death or liquidation.
- 3.14 If the Customer is a legal entity, the Customer confirms and agrees that any and all officers, employees, agents, representatives and others having access to the Customer login details (including the Username and Password and other security information that is personal to the Customer that the Company requests for access) shall be vested by the Customer with the authority to manage the Wallet and to legally bind the Customer.
- 3.15 At the discretion of the Company, any application for a Wallet can be approved or rejected.
- 3.16 The Company does not accept requests from residents of countries black-listed or under close monitoring by NZ Ministry of Foreign Affairs (MFAT) and the Financial Action Task Force (FATF) or other relevant bodies.
- 3.17 This Agreement incorporates herein the Third-Party Provider's terms of use applicable to the Services, set forth at <https://www.currencycloud.com/legal/terms/terms-of-use-uk-cc-ltd>. For opening an Wallet, the Customer acknowledges and accepts to be bound by the Third-Party Provider's terms of use as applicable from time to time.
- 3.18 The Customer hereby agrees to the Third-Party Provider's terms of use, as described at Clause 3.17 above.
- 3.19 The Customer hereby agrees that the Authorised Person shall be the Company.

#### **4. CUSTOMER OBLIGATIONS**

- 4.1 The Customer hereby confirms the accuracy of all details, information and personal data given to the Company.
- 4.2 The Customer shall use the Services in accordance with this Agreement and any other instructions or guidelines issued by the Company from time to time and without causing damage to third parties, the Customer shall in any case use such Services in accordance with the laws of New Zealand, regulatory requirements of the relevant Third-Party Provider and shall be responsible for the custody and correct use of the Username, Password and any other customer authentication features.
- 4.3 The Customer shall use the Username, Password and any other customer authentication features. The Username, Password and any other customer authentication features represent a security element, having a strictly personal and confidential character and

the Customer should not disclose them to any third party in any way.

- 4.4 The Company shall have the right and the authority to restrict or refuse to authorise any use of the Services in any jurisdiction in any case where it has reasonable suspicion that use of such Services is causing or could cause a breach of this Agreement or where the Customer or a third party has committed or is about to commit a criminal offence or other abuse in connection with the Service offered to it by the Company. In most instances the Company will inform the Customer unless it is not permitted to do so by law.
- 4.5 The Customer shall promptly notify the Company of any changes to the Customer's personal data to ensure the Company can verify the Customer's identity and meet the Company's due diligence obligations. If the Customer does not give the Company this information or the Company is not satisfied with it, the Company reserves the right to suspend Services to the Customer as per Clause 10.2, and in some cases, terminate this Agreement. The Customer may update specific changes of information and supporting documents in the Dashboard or by contacting the Company's help desk. These include changes of:
- a) residential address, personal details, mobile phone number, email address; or
  - b) if the Customer is a legal entity, any other modifications of the Customer's company assets, like changes of shareholder's structure, changes of the percentage of shares held by the shareholders, change of registered address of the Customer's Company, residential address of the directors and shareholders, emails and any other contact details.
- 4.6 The Customer agrees to indemnify and hold harmless, the Company and its distributors, partners and service providers and their affiliated companies from and against the costs of any legal action taken to enforce this Agreement and/or any breach of any of the terms and conditions of this Agreement or fraudulent use of any of the Company's instruments or services.
- 4.7 The Customer is required to ensure there are sufficient funds in the Main Wallet to cover the Wallet Fees or may risk termination of the Agreement, as explained in Clause 10.3.
- 4.8 The Customer must monitor the personal messaging box regularly and any other communication as provided by the Company.

## **5. COMPANY RESPONSIBILITIES**

- 5.1 The Company will take the necessary steps to endeavour to secure all information and data the Customer provides related to the Services and KYC.

- 5.2 The Company will make available to the Customer at any time, the records related to the Transactions performed by the Wallet.
- 5.3 The Company shall ensure compliance with the requirements and shall take all reasonable measures to ensure that such personal data is kept secure against unauthorised access, loss, disclosure or destruction.
- 5.4 Except when required by law, or in accordance with these Terms and Conditions, the Customer's personal information will not be disclosed to anyone without the Customer's written permission.
- 5.5 The Company shall not be held liable for any damage, losses, or loss or interruption of service to the Customer or Third-Party caused (or alleged to be caused) by any
  - a) Third-Party Provider products or services; or
  - b) technologically harmful materials such as downloads, programs or a virus from the Customer's computer that affect the Customer's use of the Wallet ; or
  - c) any Force Majeure event outside our reasonable control such as acts of god, power cuts, system failures and accidental outages, or even errors on the Company's part.

## **6. USE OF THE SERVICES**

- 6.1 The Customer agrees that the Company may use his/her personal data in connection with the Services, to contact and inform the Customer to enable the Company to review, develop and improve their products and services.
- 6.2 Should the Company become aware that the information it keeps about the Customer is incorrect or obsolete, the Company may suspend or cancel the Services until such default is remedied.
- 6.3 The Company, directly or indirectly through the Third-Party Provider, shall be entitled to reject any Transaction.
- 6.4 The Company is entitled to ask for additional documents and or information in order to comply with legal and regulatory requirements. It may be necessary to restrict access to the account at the discretion of the Company until sufficient information has been received and all requirements met. The Company will inform the Customer in advance if access is to be restricted unless they are prohibited to do so by law.
- 6.5 If a transaction is processed for an amount greater than the available balance of the Wallet, the Customer must repay the full amount within 14 days of receiving notification from the Company. Should the Customer not repay this amount within 14 days, the



Company reserves the right to take all steps necessary including legal actions to recover any money outstanding.

- 6.6 The Company is entitled to deduct from any existing or new Wallet the amount of money, equal to the amount due by the Customer to the Company for the provision of any Service to the Customer.
- 6.7 The Company informs the Customer if any transaction limit is applicable.
- 6.8 The Company also informs the Customer that the Company can request additional documents for any of the Transactions performed on the Wallet.
- 6.9 It is the Customer's responsibility to keep all of their Username, Password, and personal information in a secure way.
- 6.10 The last accepted version of this Agreement supersedes and replaces any and all previous agreements. The Customer hereby acknowledges and agrees that usage of the Services constitutes automatic acceptance of this Agreement and these Terms and Conditions.
- 6.11 The Customer can close the Wallet and redeem any unused funds by contacting the Company. The Customer acknowledges that all Redemptions will be made to the Customer in the currencies shown in Annex 1 (or any other currency as applicable from time to time) if there is money in the wallet, by sending a written request to the Company, specifying the details of a different account in a bank or in a wallet held in a payment institution, on which the money has to be transferred.
- 6.12 The Customer is asked to contact the Company in respect of any notification and inquiry.

## **7. FEES AND CHARGES**

- 7.1 The applicable Fees and charges are set out in Annex 2 and the Website, as might be amended from time to time by the Company.
- 7.2 The Company will provide the User with the information relating to charges, fees and interest rates applicable to the wallet whenever the Company shall apply any changes.
- 7.3 The Company reserves the right to apply negative interest rate up to a maximum of 4% on the Customer's Wallet. This does not mean that the Company will automatically apply a negative interest rate but the Company could change the interest rate, in order to respond proportionately to a change in the European Central Bank base rate or any other publicly listed market rate or to respond proportionately to changes in the interest rates charged by other banks and financial institutions on personal current accounts.

- 7.4 The Company will deduct any Wallet opening or monthly Fees from the Customer's Main Wallet.
- 7.5 The Global Wallet set-up Fee will be debited from the Customer's Main Wallet on the day the Wallet is opened. The set-up Fee due to the Company concerns Corporate Customers only and is not applicable to individual Customers.
- 7.6 The Company will deduct the Global Wallet monthly Fee from the Customer's Main Wallet on the first day of the month following the Wallet creation.
- 7.7 The total monthly Fee due to the Company, will be the Customer's Main Wallet monthly Fee multiplied by the number of additional Wallets opened, if any.
- 7.8 If the Customer has multiple Wallets with the Company, the Customer has the ability to change the Main Wallet (which the fees the Customer owes the Company are deducted from). By default, the Main Wallet is the first Wallet the Customer opens. This can be changed in the Dashboard 'Settings' area.
- 7.9 If there are insufficient funds in the Main Wallet to cover any Fees that are due to the Company, a negative balance will be shown to Customer in the Main Wallet.
- 7.10 If there is no Available Balance of funds and a negative balance in the Main Wallet, the use of the Services will be limited to incoming payments and transfer between Wallets only, until the Fees due to the Company are paid.
- 7.11 The Company will send a notification via the Dashboard to the Customer if there is a negative Available Balance in the Main Wallet.
- 7.12 Should there be insufficient funds in the Customer's Main Wallet, the total monthly Fees will be charged by the Company for a maximum of three months.
- 7.13 The Company may close the Wallet after three consecutive months of a negative balance in the Customer's Main Wallet.

## **8. COOLING OFF PERIOD**

The Customer has a legal right to cancel the Global Wallet without giving a reason and without being charged any Redemption Fee up to fourteen (14) days after the date the wallet has been activated, by contacting the Company. This fourteen (14) days' period is known as the "Cooling-Off Period". Upon cancellation, the Company will refund any balance remaining on the wallet to the Customer and any Fees that the Customer has paid, according to the Redemption procedures in place.

## 9. VARIATIONS

- 9.1 The Company may change the Terms and Conditions of this Agreement, including Fees and limits by providing the Customer with up to sixty (60) calendar days' notice by a written communication and will ensure the most recent version is always available on the Website or in the Customer dedicated area:
- a) to reflect the introduction or development of new systems, methods of operation, services or facilities;
  - b) to reflect a change or an expected change in market conditions, general good practice or the cost of providing services to the customers by the Company;
  - c) to conform with or anticipate any changes in the law or taxation, any codes of practice or recommendations made by the relevant regulatory authorities;
  - d) to take account of a ruling by a court, ombudsman, regulator or similar body;
  - e) to rectify any mistake that might be discovered in due course.
- 9.2 The Company may make some changes to the Agreement immediately, without prior notice, if they:
- a) are required by law, or by a regulatory body within a certain time frame;
  - b) are favourable to the Customer, such as a reduction in FX rates, limits or Fees or the introduction of a new feature which would benefit the Customer;
  - c) relate to the addition of a new service or extra functionality of the Wallet, Dashboard or the Company Services and do not affect terms relating to the existing Services.
- 9.3 The Customer may terminate the Services at any time within fifteen (15) days from the new Terms and conditions is applicable if the Customer does not agree with the changes to the Agreement. Otherwise, it will be deemed that the Customer has accepted the changes to the Agreement.
- 9.4 If any part of this Agreement is inconsistent with any regulatory requirements then such part shall not apply but shall be treated as if it did actually reflect the relevant regulatory requirement.
- 9.5 Any delay or failure to exercise any right or remedy under this Agreement by the Company shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

## 10. TERMINATION

10.1 The Company may terminate this Agreement:

- a) at any time by giving thirty (30) days' prior written notice. Any available balance in the Wallet will be returned to the Customer;
- b) with immediate effect upon breach of this Agreement by the Customer or upon Company's reasonable belief that the Customer has used or intended to use the Services in a grossly negligent manner or for fraudulent or other unlawful purposes, or if the Customer refused to provide all information and documentation requested by the Company and if the Customer has not complied with any of the obligations undertaken under this Agreement.

10.2 The Company may suspend the Services at any time with immediate effect and until the Customer default has been remedied if:

- a) the Customer has provided the Company with incorrect or false personal information
- b) a transaction has been declined for breaching this Agreement;
- c) if the Customer does not comply with Clause 4.5 of this Agreement;
- d) the Company will advise the Customer of the suspension unless prevented to do so by law.

10.3 If the Main Wallet has a negative balance for three consecutive months, the Company is entitled to close it immediately and terminate this Agreement.

10.4 10.4. The Customer may terminate the Agreement and close the Wallet at any time by giving thirty (30) days' prior written notice.

10.5 In the event of death of the Customer, if notice is not given to the Company for a period the obligation to repay any unused funds will be transferred to the Customer estate, according to succession plans and applicable laws. Any applicable monthly fees applied from the confirmed date of death will be refunded to the wallet.

## 11. GENERAL

11.1 Any delay or failure to exercise any right or remedy under this Agreement by the Company shall not constitute a waiver of such right or remedy or preclude its exercise at any subsequent time.

11.2 If some provisions of this Agreement are unenforceable or illegal, the remaining provisions will continue to be in full force and effect.

11.3 The Customer may not assign or transfer any of his rights and/or benefits under these terms and conditions. The Customer shall remain liable until all sums due under these terms and conditions have been paid by such Customer in full. The Company reserves the

right to assign its rights and benefits at any time without prior written notice to the Customer and in addition, may subcontract any of its obligations under this Agreement.

- 11.4 No third party who is not a party to this Agreement has a right to enforce any of the provisions of these terms and conditions.
- 11.5 This Agreement is governed by the laws of New Zealand and the Customer agrees that any dispute that may arise concerning the execution, interpretation or termination of this Agreement will be subject to the exclusive jurisdiction of the courts of New Zealand.
- 11.6 The language of this Agreement is English and every communication between the Customer and the Company will be in English. In case of discrepancy between English and the any other language (if any), English shall always prevail.

## **12. DATA PROTECTION**

- 12.1 The Company may process information related to individuals connected to the Customer, including shareholders, directors, officers and employees (personal data) for the purposes explained below. Personal data may be information obtained from the Customer, the individual concerned, or third parties such as central credit registers, credit reference agencies, public sources, risk intelligence and due diligence service providers, and governmental bodies, and includes information related to the Accounts and transactions carried out under the Agreement. When the Company refers to processing, this includes collecting, recording, organizing, storing, altering, using, disclosing and deleting personal data.
- 12.2 By entering into the Agreement, the Customer agrees to the processing of personal data and the disclosure of personal data and confidential information as explained in this Clause 12 even after the termination of the Agreement. By entering into the Agreement, the Customer also confirms that all persons whose personal data are transmitted or otherwise processed, have given their consent thereto, or will have given their consent prior to the transmission or other processing operation.
- 12.3 A data subject is entitled to revoke his/her consent to the processing of personal data, at any time, for compelling legitimate grounds relating to his/her particular situation. The revocation of consent will however only be possible where the Company requires consent for the processing of the Customer's personal data, and to the extent permitted by law. If the processing of data is required for the provision of the Services, the Company will be required to terminate the Agreement with the User.
- 12.4 By entering into the Agreement, the Customer consents to the transfer of personal data to third countries. Personal data may be transferred to third countries. This may be the case where such transfer is necessary for the provision of the Services under the Agreement.

- 12.5 The Company may collect the following categories of data, not obtained from the data subject directly: personal details for identification and due diligence purposes; references; financial information; information on creditworthiness; family and social circumstances; and employment. For example, the Company may carry out searches on the internet through search engines, request information through World-Check and other sources, and verify bank and other references provided with the bank or other person giving such reference.
- 12.6 Personal data may be processed for the following purposes:
- a) performance of the Agreement: We will process personal data for identification and due diligence purposes, assessment of creditworthiness and suitability of the products or services, the opening and maintenance of Wallets, the provision of the Services, the execution of transactions and generally, to perform the obligations under the Agreement;
  - b) legal or regulatory compliance: the Company will collect, record, disclose, report and otherwise process personal data in order to ensure compliance with applicable laws and regulation to which the Company is subject, including (without limitation) laws and regulation related to prevention of money laundering and funding of terrorism, cross-border payments, reporting to tax, regulatory and other competent authorities, and compliance with orders from any court or competent authority;
  - c) credit references, crime prevention and debt recovery: the Company may obtain, share, and whenever necessary in order to perform their duties under the Agreement or if required by law, process information from or with third parties, including (without limitation) banks, for any of the following purposes:
    - a) Due diligence;
    - b) Assessment of the User's creditworthiness;
    - c) Suspected cases of fraudulent and/or illegal and/or unauthorised Transactions; and
    - d) To assist in debtor tracing and debt recovery.
- 12.7 Personal data may be provided or disclosed to the following persons or entities:
- a) employees, officers and agents;
  - b) bank or payment institution connected with the Company to perform the Services (including their respective employees, officers and agents);
  - c) service providers, including (without limitation) auditors, lawyers, professional advisors, and providers of IT services;
  - d) the Customer, and other persons acting on behalf of the Customer or authorised to receive information;
  - e) Courts, governmental bodies and agencies, regulatory, tax and other competent authorities, including entities administering the depositor compensation scheme and central credit register;

- f) banks, payment service providers, correspondent banks and other intermediaries involved in payment and other Transactions or the provision of the Company's Services;
- g) other banks and financial institutions which require a reference in the Customer regard, if the Customer has asked the Company to do so.

- 12.8 The Company will provide the Customer, upon request and without charge, written information on the processing of his/her personal data, unless the Company is prevented to do so by law. The Customer may only make such requests at reasonable intervals, and the request must be made to the Company in writing and be signed by the Customer.
- 12.9 The Company will rectify, block or erase personal data that has not been processed in accordance with the laws on data protection, and upon the subject's request, unless the Company is prevented to do so by law.
- 12.10 All personal data that the Company may use will be collected, processed, and held in accordance with the provisions of NZ Privacy act 1993 and the Privacy Act 2020 which will come into force in December 2020, as well as the EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the client's rights under the GDPR.
- 12.11 For complete details of the Company's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the client's rights and how to exercise them, and personal data sharing (where applicable), please contact the Company at [privacy@quidglobal.com](mailto:privacy@quidglobal.com) and refer to the full privacy policy available on the Website.

### 13. TELEPHONE RECORDINGS

The Company may record all telephone conversations and reserves the right to use such records in any dispute that may arise.

### 14. CUSTOMER SUPPORT AND COMPLAINTS

- 14.1 Quid takes all complaints seriously. In the first instance, the Customer can contact the Company via:
- a) **Post:** Ephelia NZ PS Limited, c/o Complaints Team, Level 1, Findex House, 57 Willis Street, Wellington Central, Wellington, 6011, New Zealand.
  - b) **Email:** [complaints@quidglobal.com](mailto:complaints@quidglobal.com).
- 14.2 If possible, the Customer should clearly indicate they are wishing to make a complaint. This helps the Company to distinguish a complaint from a mere query. To assist Quid's

review, the Customer must provide Quid with full name, account number, the reason the complaint and as much relevant information as possible.

- 14.3 The complaints procedure sets out the process for submitting and resolving any complaints. The Customer may request a copy of the complaints policy and procedure at any time by contacting customer services via the email [help@quidglobal.com](mailto:help@quidglobal.com) or consulting the dedicated area of the Website.
- 14.4 A final response to the complaint, or a letter explaining why the final response has not been completed, will be sent to the Customer within three working days from the complaint. If the Company is unable to resolve your complaint within three working days from the day it is received, the Company will send to the Customer a prompt written acknowledgement to advise that the Company has received the complaint and they are dealing with it.
- 14.5 Quid is committed to ensure that all complaints are fairly addressed. However, if the Customer is not satisfied with the outcome, or if two months have passed and Quid has been unable to respond, the following options are available:
- a) additional information can be provided by the Customer to support the complaint. If so, Quid would welcome the opportunity to resolve the matter in full;
  - b) Alternatively, the Customer may choose to refer the complaint to the Financial Dispute Resolution Service for an impartial review and would need to do so within three months from Quid's final response or within two years from when the complaint was first raised with Quid.
- 14.6 The contact details of the Financial Dispute Resolution are the following:
- a) **Address:** Financial Dispute Resolution Service, Level 4, 142 Lambton Quay, Wellington Central, Wellington 6011, New Zealand;
  - b) **Post:** Freepost 231075, PO Box 2272, Wellington, 6140, New Zealand;
  - c) **Freephone:** 0508 337 337. **International Calls:** +64 4 910 9952, for Users calling from outside New Zealand;
  - d) **Email:** [enquiries@fdr.org.nz](mailto:enquiries@fdr.org.nz)



## Annex 1 - Currencies Offered

CURRENCY	DEFINITION
GBP	shall mean the lawful currency of the United Kingdom, from time to time.
Euro	shall mean the lawful currency of European Union.
USD	shall mean the lawful currency of the United States of America.
CHF	shall mean the lawful currency of Switzerland.
AUD	shall mean the lawful currency of Australia.
NZD	shall mean the lawful currency of New Zealand.

## Annex 2 – Applicable Fees

### SERVICE FEES

	GBP Wallet	EUR Wallet	USD Wallet	CHF Wallet	AUD Wallet	NZD Wallet
Account Opening Fee - one-off* <i>(*Applies to Corporate Customers only)</i>	£25.00	€30.00	\$30.00	CHF35.00	AUD45.00	NZD45.00
Monthly Fee	£2.50	€3.00	\$3.50	CHF3.50	AUD4.50	NZD4.50

### INCOMING TRANFERS

	GBP Wallet	EUR Wallet	USD Wallet	CHF Wallet	AUD Wallet	NZD Wallet
Local receipt fees	£0.30	€0.35	\$0.45	N/A	N/A	N/A

Incoming transfer SWIFT from external bank	£10.00	€15.00	\$20.00	CHF20.00	AUD20.00	NZD20.00
Fedwire receipt fee	£10.00	€15.00	\$20.00	CHF20.00	AUD25.00	NZD

#### OUTGOING TRANFERS

	<b>GBP Wallet</b>	<b>EUR Wallet</b>	<b>USD Wallet</b>	<b>CHF Wallet</b>	<b>AUD Wallet</b>	<b>NZD Wallet</b>
Local payment fee for USD, GBP, EUR (TIER 1)	0.30% + £0.4 (£1.00 min.)	0.3% + €0.4 (€1.00 min.)	0.3% + \$0.5 (\$1.00min.)	N/A	N/A	N/A
Local Payment fee for AUD, CHF, NZD (TIER 2)	N/A	N/A	N/A	N/A	N/A	0.3% + NZD1.00 NZD2.00
Transfer to External Bank (SWIFT) (Tier 1)	0.3% + £20.00	0.3% +€25.00	0.3% + \$30.00	N/A	N/A	N/A
Transfer to External Bank (TIER 2)	N/A	N/A	N/A	0.3% + CHF30.00	0.3% +AUD50.00	0.3% +NZD50.00

#### ADDITIONAL SERVICES

	<b>GBP Wallet</b>	<b>EUR Wallet</b>	<b>USD Wallet</b>	<b>CHF Wallet</b>	<b>AUD Wallet</b>	<b>NZD Wallet</b>
SWIFT proof of payment	£25.00	€30.00	\$35.00	CHF35.00	AUD35.00	NZD40.00
	<b>Transaction Fees</b>	<b>Compliance Fees</b>	<b>Onboarding Fees</b>			
Manual Processes	up to 1% per single transaction	up to 1% per single transaction	up to 1,000 GBP/EUR/ USD/CHF/ AUD/NZD			

### Annex 3 – FX rates

#### FOREIGN EXCHANGE RATE MARGIN

	<b>GBP Wallet</b>	<b>EUR Wallet</b>	<b>USD Wallet</b>	<b>CHF Wallet</b>	<b>AUD Wallet</b>	<b>NZD Wallet</b>
Commission applied on top of Third-Party Provider's rate	0.5-1.35%	0.5-1.35%	0.5-1.35%	0.75-1.35%	0.75-1.35%	0.75-1.35%