

## Introduction

*Valid from 25.09.2020*

Airwallet is a mobile payment solution that is offered by Airwallet ApS.

### 1. Parties to the agreement

When you sign up for Airwallet, you enter an agreement with Airwallet ApS. Vindegade 62, 1.4 5000 Odense, Denmark. CVR: 38397583. Our email address is: [contact@airwallet.net](mailto:contact@airwallet.net)

### 2. What is needed for you to sign up?

To sign up you must have:

- a mobile device (e.g. smartphone or tablet) and download Airwallet.
- an international phone number
- a credit card or debit card that we accept for use in Airwallet. The card must be issued to you. We accept cards from MasterCard, Discover, American Express, JBC, Visa or SEPA Direct Debit.
- an e-mail address.

In addition, you must use your name for registration.

We store your entered information in the Airwallet system. You must be at least 13 years old and have your own payment card to register as a user.

### 3. Registration as a user

The first time you start Airwallet, you must register as a user by following the instructions in the app.

If you are under 18, your parents/guardians must accept that you register. Airwallet ApS is entitled to close access to Airwallet if this is not respected.

You can only add one payment card after your registration, but can change the payment card if necessary.

## 4. Activation code and self-selected code

When you sign up for Airwallet, you need to confirm your mobile number with a sent activation code and create a self-selected code that should not be identical to the PIN on the card you register. At the same time, we recommend that you do not use a code with the same or consecutive numbers, or the same code that you unlock your mobile device with.

Once you have logged in the app, you do not need to use a code to pay. If your mobile device supports it, you can subsequently activate your fingerprint as a replacement for the 4-digit code. You should be aware that any fingerprints stored on your mobile device can be used to log on to Airwallet and use the features. You are therefore required to ensure that you have enabled your own fingerprints only, if you wish to use it as a replacement for the 4-digit Airwallet code.

## 5. Other obligations

You have a duty to ensure that the information you provide is accurate and up-to-date. This applies, for example, to card, mobile phone number, and e-mail address. Airwallet does not control this. Your Airwallet account is personal and may only be used by you. Do not disclose your codes to others, write them down, or store them on your mobile device. Airwallet may only be used for legitimate purposes.

You may not use Airwallet for payment if you are aware that there is no payment coverage. To prevent misuse of Airwallet, keep your mobile device so that others cannot get unrestricted access. If possible, lock the device with code or keypad lock. The code must not be disclosed to others.

You have a duty to further identify yourself to Airwallet ApS if required by law.

## 6. Good to know about the right of withdrawal

After the Consumer Contracts Act (Forbrugeraftaleloven), you can cancel this agreement within 14 days after you have signed up for the Airwallet - see the next section.

The deadline for the right of withdrawal is calculated as a starting point from the day you receive the agreed service. However, this only applies if you at the same time receive the information that you are entitled to under the Consumer Contracts Act (Forbrugeraftaleloven) - including the right of cancellation and the product you have ordered. Otherwise, the deadline is counted from the day you receive the information.

If the last day of the withdrawal period falls on a Saturday, Sunday, public holiday, constitution day, Christmas Eve, New Year's Eve or Friday after Ascension Day, the deadline will expire on the following working day.

The cancellation right lapses before the expiry of the 14-day deadline when the agreement, upon your express request, has been met by both you and Airwallet ApS. This will often be the case, for example, with payment transfers. NOTE: This means that if you have first transferred amounts via Airwallet, you cannot cancel the agreement.

If you regret the agreement, simply write to Airwallet ApS before the deadline expires, and notify that you want to exercise your right of withdrawal.

## 7. Blocking

### 7.1 Airwallet ApS's blocking of Airwallet

Airwallet ApS is entitled, without notice, to block your access to use the Airwallet for security reasons and / or suspected unauthorized use, including if:

- the card (s) or account associated with the Airwallet is closed or blocked
- the conditions for Airwallet are not met and this entails a risk to security or to unauthorized use.
- The mobile number associated with Airwallet has been abused or allegedly abused.
- Airwallet has been abused or allegedly abused by third parties.

In addition, we can block access to Airwallet without notice if the Airwallet user is wholly or partly covered by sanctions from the Danish authorities, the EU or the UN, cf. the Ministry of Foreign Affairs' overview of sanctions, or the like (e.g. US authorities such as Office of Foreign Assets Control).

Furthermore, we can block access to Airwallet without notice if the Airwallet user does not provide Airwallet ApS with the information that Airwallet ApS is required to obtain from the Airwallet user under the law, for example under the Money Laundering Act (Hvidvaskloven) or the Tax Control Act (Skattekontrolloven).

When we block access to Airwallet, we will notify you in advance of the reason and date and time of the block. If a pre-notice will damage the security, we will notify you immediately after the blocking.

### 7.2 Your Airwallet block

You must contact us as soon as possible to block Airwallet if the mobile phone, SIM card and / or associated payment card is lost or stolen or if you suspect it you discover or suspect that your Airwallet has been abused.

You can block your Airwallet around the clock by calling at (+45) 7870 9999 and informing your mobile number. Then we close the access and send you an email with the reason, date and time of the block.

## 8. Termination

### 8.1 Your termination of Airwallet

You can terminate your Airwallet agreement with Airwallet ApS in writing or by telephone without notice. If you hand over the mobile number or close your telephone subscription, it is especially important that you change the mobile phone number in Airwallet beforehand or terminate the Airwallet agreement. Please note that deleting the app is not enough to terminate your agreement with us.

### 8.2 Airwallet ApS's termination / cancellation of Airwallet

With two months' notice Airwallet ApS can terminate the agreement of Airwallet.

In the event of violation, we may terminate the agreement without notice.

If you have not used Airwallet for six months, we reserve the right to terminate your Airwallet agreement.

## 9. Fees

Airwallet ApS does not currently charge a fee for use of Airwallet. You must pay the costs of your service provider to use your mobile device and your card issuer may charge for the use of your card.

If we introduce charges for your use of Airwallet, you will be notified by message about changing conditions with two months' notice.

## 10. Changes

You will be notified in your app if we change the terms. We can change them without notice if the changes are for your benefit. If not, you will receive two months' notice.

If you do not want to be covered by the new terms, please let us know. If you state that you do not wish to be subject to the new terms, we consider the Airwallet Agreement to have ceased from the date the new terms become effective. If we do not hear from you, we regard it as your acceptance of the changes.

## **11. Intellectual property rights and license**

### **11.1 Intellectual property rights**

All copyrights, trademarks and other intellectual property rights relating to the Airwallet products and their functions are the property of Airwallet ApS. You may not reproduce, copy, display, transfer, disclose or otherwise use these intellectual property rights or the Airwallet products, except to the extent necessary to use the Airwallet products as provided in these terms. However, you may download and copy information and materials on Airwallet's website for your own personal use.

### **11.2 License to the Airwallet App**

You get a non-exclusive and non-transferable license to use the Airwallet app as provided in these conditions on any smartphone or tablet (iOS or Android) that you own or control. You may not distribute, rent, lease, lend, sub-license, assign, sell or make the App available over a network. Also, do not attempt to derive source code, modify, or create derivative works from the Airwallet app.

## **12. Electronic trails**

When you download the app, sign up and use Airwallet, Airwallet ApS will collect information that you leave as an electronic trail for your use of the Airwallet app, such as which screens in the Airwallet app you have been on, which mobile device you use, which operating system you have and what IP address you have. Airwallet ApS will use your phone for software maintenance of all installed Airwallet devices. This is a requirement, if you chose to use Airwallet.

We use the information when we run the operation and compile statistics, for example to improve Airwallet. For technical reasons, it is not possible to use Airwallet without the use of electronic trails. The electronic trails cannot be used to collect personal information about you. You must uninstall the app if you no longer want to leave electronic trails.

## **13. Communication**

This agreement is concluded in English and our communication takes place in English and Danish.

You will generally receive all notifications under this agreement in your Airwallet app. In certain situations, we will also use the email address you provided.

## 14. Airwallet ApS's liability for damages

Here you can read more about Airwallet ApS's liability for damages.

Airwallet ApS is liable for damages if, due to maladministration, meet agreed obligations too late or defective.

Even in those areas where stricter liability applies, Airwallet ApS is not liable for any loss caused by:

- breakdown in / lack of access to IT systems or damage to data in these systems, which can be attributed to the events listed below regardless of whether it is Airwallet ApS itself or an external supplier responsible for operating the systems, failure of Airwallet ApS's power supply or telecommunications, legal or administrative acts, natural disasters, war, rebellion, civil unrest, sabotage, terror or vandalism (including computer viruses and hacking)
- strike, lockout, boycott or blockade, whether the conflict is aimed at or initiated by Airwallet ApS itself or its organization, and regardless of the cause of the conflict. This also applies where the conflict only affects parts of Airwallet
- other circumstances beyond Airwallet ApS's control.

Airwallet ApS's discharge does not apply if:

- Airwallet ApS should have anticipated the cause of the loss when the agreement was concluded, or should have avoided or overcome the cause of the loss.
- In any case, the legislation makes Airwallet ApS responsible for the cause of the loss.

Please note that Airwallet ApS is not responsible for any defects in the goods or services provided by the traders. If you have any complaints regarding the supply of goods, services or collections, you must contact the trader and / or the collector.

Airwallet ApS assumes no responsibility for the trader's behaviour in general.

## 15. Applicable law and venue

The agreement and any dispute arising out of this agreement are governed by Danish law and must be dealt with by a Danish court. This applies without regard to international private law rules that may lead to the application of law other than Danish law.

## 16 Complaints

You can always contact Airwallet ApS if you disagree with us. You are also welcome to call (+45) 7870 9999. In this way, we ensure that the disagreement does not depend on a misunderstanding.

If you still disagree or dissatisfied with the result, write to [contact@Airwallet.net](mailto:contact@Airwallet.net).

## 17. New copy of the terms

You can always find the latest version of the terms in your app or on [Airwallet.net](https://Airwallet.net).