

Wirex General Terms of Service

1. Welcome

Welcome to the Wirex General Terms of Service. These General Terms of Service combined with our Fee Page, Issuer Terms (where applicable), and any other documents referred to (collectively the **"Terms"**) set out the legal agreement between:

You, as the Wirex client, and

The Wirex company identified in the Section 2 below ("**Wirex**", "**we**", "**our**", or "**us**").

By registering on the Wirex Platform and/or using any Wirex Services, you confirm that you have read, understood, and accepted these Terms. You acknowledge and agree to be bound by these Terms. If you do not fully understand or accept these Terms, you should not register on the Wirex Platform and/or using any Wirex Services.

2. Who We Are

Different Wirex companies may provide services to you and may have different Terms applicable to you.

Crypto-asset services are provided by DA Labs S.A.S. DE C.V., a company incorporated in El Salvador (company number: 0623-130326-116-1) with a registered office address at Entre 87 y 89 AV. Norte #2, Centro de Oficinas SNBX, World Trade Center, Colonia Escalón, El Salvador;

Traditional currency services are provided by Wirex Limited, a company incorporated under the laws of England and Wales, whose company number is 9334596, and whose registered office address is 9th Floor 107 Cheapside, London, United Kingdom, EC2V 6DN;

Wirex cards are issued by are issued by Wirex Limited, a company incorporated under the laws of England and Wales, whose company number is 9334596, and whose registered office address is 9th Floor 107 Cheapside, London, United Kingdom, EC2V 6DN ("**Wirex**", or "**we**", "**our**", "**us**" or "**DA Labs**").

3. Our Service

DA Labs operates a platform accessible through the Wirex application ("**Wirex**"), which is available for download on your mobile device (the "**Wirex App**"), and our website at <https://wirexapp.com> (the "**Wirex website**") (collectively the "**Wirex Platform**") that allows

you to buy, sell and manage supported traditional currencies and crypto-assets (together the "**Wirex Service**").

You should assess carefully whether your financial situation and tolerance for risk is suitable for any transactions you undertake using the Wirex Service, and you are responsible for conducting your own research before carrying out any transactions through the Wirex Service.

4. No Investment Advice

The content, tools, features, and information provided via the Wirex Platform and/or the Wirex Services are intended solely for general informational purposes and do not constitute investment, financial, legal, tax, or other professional advice under any circumstances.

DA Labs is not authorised to provide investment advice or make personal recommendations in relation to financial instruments or crypto-assets within the meaning of the Markets in Financial Instruments Directive II. As such, no content on the Wirex Platform or within the Wirex Services should be interpreted as a recommendation to buy, sell, or hold any crypto-asset or financial product, nor as an endorsement or solicitation of any kind.

Although we may provide factual information about crypto-assets, market data, pricing, historical performance, or events that may affect market conditions, such information is generic and not tailored to your individual financial situation, objectives, or risk profile. It is not intended to be relied upon as the basis for any investment decision.

You remain solely responsible for evaluating your personal circumstances before making any financial or investment decisions. If you are uncertain about whether a particular investment is appropriate for you, you should seek advice from a qualified and regulated investment adviser authorised in your jurisdiction.

5. Your Wirex Profile

To access the Wirex Service, you must register your email address on the Wirex Platform, create an account with a secure password and complete identity verification (your "**Wirex Profile**"). To be eligible to create a Wirex Profile, you must meet the following criteria:

- You must be 18 years of age or older and be resident of a country where Wirex is available;
- You are not from a country listed in our List of Prohibited Countries;
- You do not appear on any governmental or intergovernmental sanctions list;
- You must only open one Wirex Account with us and not have had a previous Wirex Account with us that was terminated by us;
- You must verify your identity with us and pass any other checks we are required to conduct as detailed in the Section 6 of these General Terms.

It is **extremely important** for you to keep your Wirex Profile secure at all times. You are responsible for all transactions initiated through your Wirex Profile. Unauthorised use of your Wirex Profile may have serious consequences for you, including financial consequences. Ultimately, it is your responsibility to keep your Wirex Profile secure by engaging in the following practices:

- Using a strong password for your Wirex Profile;
- Keeping your phone safe and ensuring it is password-protected at all times;
- Enabling 2-factor authentication to access your Wirex Profile;
- Keeping your Wirex Card pin and other unique numbers safe and secure;
- Closing the App when you are not using it;
- Logging out of the Wirex website when you are not using it;
- Changing your mobile, card pin and Wirex Account passwords regularly and not sharing these with anyone; and
- Keeping your email Wirex Profile secure at all time.

If you believe your mobile, Wirex Card, or the login details for your Wirex Profile have been lost, stolen, or accessed without authorisation, you must contact us immediately at supportescalations@wirexapp.com or contacting the Help Center in the Wirex App.

6. Your Verification

We are committed to full compliance with applicable anti-money laundering and know your customer (the “**AML/KYC**”) regulations. Before you can register the Wirex Profile, you must complete our identity verification process and satisfy our compliance requirements.

To open a Wirex Profile, you must successfully complete our identity verification process. This includes, but is not limited to, providing:

- A valid, government-issued photo ID;
- Proof of residential address dated within the last 6 months;
- Any additional documentation we may reasonably request.

In certain circumstances, we may require enhanced due diligence. This may involve:

- Providing further personal, financial, or business-related information;
- Information regarding the source of your funds and/or wealth;
- Submitting additional supporting documents or financial statements;
- Participating in a live video call or an in-person meeting with a Wirex representative.

By applying for a Wirex Profile, you authorise us to conduct identity verification checks, either directly or via approved third-party providers. You acknowledge that your personal data may be shared with identity verification services, sanctions screening databases, credit reference agencies, and fraud prevention bodies, who may retain and respond to such inquiries as permitted by law.

We reserve the right to reject your registration for a Wirex Profile on the Wirex Platform if your identity cannot be verified or if any documentation you provide is incomplete, invalid, or suspected to be fraudulent.

You are responsible for ensuring all information provided to us is accurate, truthful, and up to date. If your details change, you must update your information promptly. Inaccurate or outdated information may lead to restrictions on your Wirex Account or the termination of your access to the Wirex Services.

Wirex actively monitors the Wirex Platform for suspicious, unusual, or potentially illicit activity. We maintain robust compliance procedures in line with industry best practices and regulatory requirements. This monitoring is ongoing and applies to all our clients on the Wirex Platform.

7. Your Wirex Account

Where applicable, your Wirex Profile provides access to an online multicurrency account (the "**Wirex Account**"), allowing you to view and manage transactions made on the Wirex Platform.

8. Your Wirex Card

You can order a Wirex payment card (the "**Wirex Card**") powered by Mastercard to use in combination with your Wirex Account.

If you have ordered a Wirex Card, you will see a separate card account on your Wirex Profile which will show you the balance of your Wirex Card. Upon receiving your Wirex Card, you must sign the back of the card in the designated area to validate it.

Before using your Wirex Card, you are required to activate it by following the activation instructions provided at the time of delivery. Activation is a mandatory step to enable the functionality of your card.

To set up your Personal Identification Number (PIN), please follow the instructions available within your Wirex Profile. Your PIN is essential for completing certain transactions, such as ATM withdrawals and in-store purchases requiring chip-and-PIN verification. You will also be asked to specify the preferred currencies on your Wirex Card.

You can top up your Wirex Card from your Wirex Account using the applicable functionality on the Wirex Platform. You can then spend the funds on your Wirex Card anywhere where it is accepted. A maintenance fee applies to your use of the Wirex Card as set out at "Fees & Limits" section.

Only funds loaded onto your Wirex Profile can be spent. The Card does not offer any form of credit line to you. If you attempt to transact or withdraw using the Wirex Card and do not have sufficient funds loaded, the transaction or withdrawal may be declined.

In some cases, you may incur a delayed charged, such as when using public transport. You are liable for all charges made with your Wirex Card. In the rare event that you incur a negative balance on your Card because you do not have sufficient funds to cover delayed transactions, you will be fully liable to Wirex to cover the amount of any negative balances plus any applicable fees, charges and costs incurred by Wirex in attempting to recover the required amount from you.

At all times, we will show your Wirex Card balance on your Wirex Profile, which will be immediately updated to reflect purchases and withdrawals you make with the Wirex Card.

9. Your Personal Data

Collecting and keeping your personal data safe is important to us. How we handle your personal data is explained in our Privacy, Data Use and Retention Policy.

10. Notice and Communications

We will get in touch with you through the Wirex Platform or the email address you provide on your Wirex Profile. Please make sure to keep this updated with an email address you check regularly. You should also check your transaction history regularly and let us know of any errors or unauthorised transactions. Any communications will be made in English.

11. Customer Support & Complaints Handling

If you require assistance, would like to provide feedback, or wish to raise a complaint, you can contact our Customer Support team by emailing supportescalations@wirexapp.com. We aim to respond to all enquiries and complaints within 14 calendar days. We handle all complaints in accordance with our Complaints Policy, which outlines the procedures and timelines for resolution.

A copy of these Terms is available upon request and is also published on our website.

Where a complaint remains unresolved following completion of the Company's internal complaints process, the Client may, where applicable, escalate the matter to the Superintendencia del Sistema Financiero (SSF) of El Salvador.

The Client understands that access to, and handling of, such complaints by the SSF is governed solely by applicable law and regulatory procedures, and the DA Labs does not guarantee that the SSF will accept or review any particular complaint.

12. Wirex Account Closure by Your Request

You may request to close your Wirex Account at any time and for any reason by contacting our Customer Support team. However, please note the following conditions apply:

- You may not close your Wirex Account if Wirex is actively investigating your use of the Wirex Services.
- Your Wirex Account cannot be closed if it holds a positive or negative balance exceeding the equivalent of EUR 1 in any supported currency.

Upon closure of all your individual Wirex Accounts, and provided you do not intend to use any Wirex Services in the future, you may also request the closure of your Wirex Profile.

This clause does not affect any statutory rights you may have under the laws of the country in which you reside.

13. Wirex Services Suspension and Termination by Wirex

We reserve the right to suspend or terminate your access to the Wirex Services at any time, without prior notice, at our sole discretion. This may occur, including but not limited to, in the following circumstances:

- Where you have provided us with false or misleading information;
- Where we determine that your use of your Wirex Profile, Wirex Account or Wirex Card is detrimental or harmful to Wirex in any manner;
- Where you have breached these Terms or engaged in any prohibited activity;
- Where we suspect you have breached these Terms or otherwise acted fraudulently, including during the AML/KYC verification process;
- Where we are required to do so to comply with a court order, law, regulation, regulatory decree or ombudsman's orders;
- Where you have been declared bankrupt; and
- Where you have been declared deceased.

We exclude all liability for any losses incurred where we have suspended an account in accordance with this section.

We may also terminate your Wirex Profile and your use of the Wirex Service at any time by giving you 2 months' notice.

14. Accessing a Deceased's Account

In the event that you need to access a deceased's Wirex Profile, please contact us. We may ask you for supporting documentation, such as a death certificate, probate documents, or other documents proving you have the right to administer the deceased's estate.

15. Our Responsibility to You

The Wirex Service allows you to purchase services and products, and provides you with content and information that are owned or developed by third parties, or that operate on or are supported by third party networks. As we do not have any control over these services or products that you purchase, or content you view using the Wirex Service, we are not responsible for them in any way.

While we do our best to ensure that the features and functionalities of the Wirex Service are of a reasonably satisfactory standard and are available to you all of the time, certain features may rely on networks and connections that are beyond our control. Due to the nature of the Internet and technology, the Wirex Service is therefore provided on an “as is” and “as available” basis. As such, we cannot guarantee that the Wirex Service won’t be interrupted, or that you will not experience delays, failures or errors when using the Wirex Service.

DA Labs shall not be held liable for any delay or failure to perform its obligations under these Terms due to events beyond its reasonable control, including but not limited to, natural disasters, internet outages, government restrictions or cyber-attacks.

We will not be responsible for losses incurred due to unauthorised access of your email.

Sometimes we might be entitled to be compensated by you, for instance due to a technical error in your favour, when you have a negative balance on your account, or when you use the Wirex Service in such a way that violates the Terms. In such cases, we shall be entitled to recover any sum due to us by retaining some or all of your available funds or balances that you have stored in your Wirex Account or cryptoassets you have bought through the Wirex Service, regardless of what currency or cryptoassets those balances are held in. Where necessary, we will convert currencies and cryptoassets at the applicable exchange rate.

We also give no guarantee as to the fitness for purpose of the Wirex Service for your specific needs. To the extent we are able to do so, we exclude any commitments that may be implied by law.

For any claim, our responsibility to you will be limited to any amounts you have paid us in the 12 months preceding your claim. If you have not paid us anything, we shall not be responsible to you for any claim arising out of the provision of the Wirex Service.

In every case, we will never be responsible for any loss or damage that is not reasonably foreseeable, or that is caused by a failure by you to comply with these Terms.

16. Your Responsibilities

You are responsible for:

- All charges and other amounts incurred through your use of the Wirex Service at any time, including any amounts outstanding after you stop using the Wirex Service or if we suspend or cancel your Wirex Profile; and

- Complying with any and all laws, rules and regulations of your jurisdiction that may apply to you in connection with your use of the Wirex Service, including but not limited to activities of import and export, taxes or foreign currency transactions. We will not be responsible for the execution of tax obligations, or calculation and transfer of taxes applied to you.

You are also responsible for keeping a copy of any information you upload to the Wirex Profile. We will not offer you compensation for any losses you might suffer as a result of any information that you access on the Wirex Profile being deleted, or your access to such information being terminated or suspended if you or we terminate or suspend your use of the Wirex Platform.

17. Wirex Remedies

If you breach these Terms in any manner we may, in our sole discretion, take the following actions:

- Contact and/or warn third parties in connection with your actions, including other clients, your bank or card issuer, law enforcement or regulatory bodies;
- Refuse to complete transactions;
- Fully or partially reverse a transaction or exchange; and
- Pursue legal action against you.

18. Intellectual Property

All intellectual property rights in the Wirex Platform, and all content and logos are owned by or licensed to Wirex. You may not copy, imitate, or use any of this intellectual property without our prior written consent. Nothing in these Terms grants you any intellectual property rights in the Wirex Platform, other than the right to use the Wirex Platform, and to download Wirex App on your device in order to access the Wirex Platform, in accordance with these Terms.

Your right to use the Wirex Platform is personal to you and you are not allowed to give this right to any other person. Your right to use the Wirex Service does not stop us from giving other people the right to use the Wirex Service.

19. Apple App Store Provisions

This Section 20 applies where the Wirex App has been acquired from the Apple App Store. You acknowledge and agree that the Terms are solely between you and Wirex, not Apple, Inc. ("**Apple**") and that Apple has no responsibility for the App or content thereof. Your use of the Wirex App must comply with the App Store Terms of Service.

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and (where applicable) Apple will refund the purchase price for the Wirex App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Wirex App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by the Terms and any law applicable to Wirex as provider of the Wirex App.

You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Wirex App or your possession and/or use of the Wirex App, including, but not limited to: (i) product liability claims; (ii) any claim that the Wirex App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by the Terms and any law applicable to Wirex as provider of the software.

You acknowledge that, in the event of any third-party claim that the Wirex App or your possession and use of that Wirex App infringes that third party's intellectual property rights, Wirex, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms.

You represent and warrant that (i) you are not located in a country that is subject to U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

You and Wirex acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms of Service as relates to your license of the App, and that, upon your acceptance of the terms and conditions of the Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms of Service as relates to your license of the App against you as a third-party beneficiary thereof.

20. Other App Distribution Platform Provisions

Where you download our Wirex App from any other app store or distribution platform other than the Apple App Store, including the Google Play Store (the "**Distribution Platform**") you agree that: (a) the Terms are between you and Wirex, and not with the provider of the Distribution Platform ("**Store Provider**"); (b) your use of the Wirex App must comply with the Store Provider's then-current Distribution Platform Terms of Service; (c) the Store Provider is only a provider of the Distribution Platform where you obtained the Wirex App; (d) Wirex, and not the Store Provider, is solely responsible for the Wirex App; (e) the Store Provider has no obligation or liability to you with respect to the Wirex App or the Terms; and (f) you acknowledge and agree that the Store Provider is a third-party beneficiary to the Terms as it relates to the Wirex App.

21. Amendments to These Terms

We may amend these Terms from time to time for just cause. Unless a shorter term is required under applicable laws, we will notify you at least 2 months in advance of any upcoming changes. If you do not agree with the changes, you must cease using the Wirex Platform before the effective date of the new terms. By continuing to use the Wirex Platform after the changes take effect, you are deemed to have accepted the updated terms.

Certain changes may take effect immediately and without prior notice, particularly when required by law or when we make minor adjustments that do not materially affect your rights, remedies, or our obligations. In such cases, we will inform you as soon as reasonably practicable.

Any changes to these Terms will take effect immediately upon publication on the Wirex website.

22. Miscellaneous

These Terms shall be governed and interpreted in accordance with laws of El Salvador.

Unless stated otherwise in these Terms, if any provision is found to be invalid or unenforceable by a court or competent authority, such provision shall be deemed modified or, if necessary, struck out to the extent required, and the remainder of these Terms shall remain in full force and effect.

The failure or delay by DA Labs in exercising any right or enforcing any provision of these Terms shall not be deemed a waiver of such right or provision. Any waiver must be made in

writing to be effective. All rights and remedies under these Terms are cumulative and not exclusive of any rights or remedies provided by law.

You may not assign or transfer any of your rights or obligations under these Terms without our prior written consent. DA Labs may assign or transfer its rights or obligations under these Terms at any time without notice. No third party shall have any rights to enforce any part of these Terms.

Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the Judiciary of El Salvador, without prejudice to any mandatory rights you may have under the laws of your country of residence or domicile, including the right to bring a claim before the courts of that country. Nothing in these Terms affects your legal rights as a consumer under your country's laws.

In the event of a dispute arising from the interpretation and/or application of these Terms:

- If you are domiciled or resident in El Salvador, the court of your domicile or residence shall have exclusive and mandatory jurisdiction.
- For all other users, the competent court shall be that of your domicile or residence, unless otherwise required by applicable mandatory law.