

# Business Customer Agreement

Wise Europe SA/NV

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## **1. Welcome to Wise**

**1.1** This Business Customer Agreement. This is a contract between your Business ("**you**") and Wise Europe SA, which defines the terms and conditions on which we provide our Services to you (the "**Agreement**"). Reference to "**you**" includes each person with access to the Wise Business Account, the sole trader, freelancer, limited or public company, partnership, or a charity or trust. Authorised Users agree that they're acting on behalf of the limited company, sole trader, freelancer, limited or public company, partnership, or a charity or trust.

**1.2** This Agreement refers to and incorporates by reference additional documents (the "**Additional Documents**"), which also apply to your use of our Services, including:

- (a) Our **Privacy Policy**, which sets out the terms on which we process any personal data we collect about you, or that you provide to us. By using our Services, you consent to such processing, and you promise that all data provided by you is accurate;
- (b) Our **Cookie Policy**, which sets out information about the "cookies" on our Website; and

(c) Our **Acceptable Use Policy**, which sets out the permitted and prohibited uses of our Services.

The definitions of capitalised terms are below in the Glossary (section 2) or defined in parenthesis within this Agreement or the Additional Documents.

**1.3** By visiting our Website or using our Services (including downloading and using our App, or using our Services via the API, a social media or other platform or other authorised third party), you confirm that you accept and agree to this Agreement in its most current form as posted on our Website, App or by an API Partner. If you do not agree, you must not use our Services.

**1.4** In case of any discrepancies between this Agreement and the Additional Documents or information we provide on our Website or App or via an API Partner, what is stated in this Agreement shall prevail.

**1.5** In order to receive some of our Services, you may be asked to agree to additional terms and conditions which we will notify you about before you use that service. For the avoidance of doubt, upon your use of any of our Services, you accept the last updated version of the Agreement.

**1.6** If you only use our Services to make Money Transfers or maintain a profile with Wise without a Wise Business Account, you must agree to this Agreement each time you use our Services. If you hold a balance in your Wise Business Account, this Agreement applies to that Wise Business Account as long as the Wise Business Account is open, unless this Agreement is changed in accordance with section 31.1 below.

**1.7 Future changes to this Agreement.** We may update this Agreement from time to time as set out in 'Our right to make changes.' Any changes made to this Agreement will take effect as soon as it is posted on our Website and App or on the date notified to you.

**1.8 Where to get a copy of this Agreement.** You can always see the most current version of this Agreement on our **Website**. If you would like a physical copy of this Agreement, you can download it or contact **Customer Support**.

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## 2. Glossary – Defined words in this Agreement

In this Agreement:

**API** means the application programming interface provided by Wise, for example, through an API Partner.

**API Partner** means a Business we have partnered with for Wise to offer our Services through their website, mobile application or similar.

**App** means the mobile application software where we offer our Services, the data supplied with the software and the associated media.

**Business** means the limited company, sole trader, freelancer, limited or public company, partnership, charity or trust as applicable.

**Business Day** means a day other than a Saturday, Sunday or a public holiday in Belgium. Card has the meaning given in section 18.1.

**Chargeback** means the person sending you the money has made a claim to their bank or payment provider that money was sent to you illegitimately, or the payment to Wise fails due to insufficient funds, account closed or any other reason.

**Corporate Opt-out** has the meaning given to it in the Payment Service Regulations.

**Intellectual Property** means (i) rights in, and in relation to, any trademarks, logos, patents, registered designs, design rights, copyright and related rights, moral rights, databases, domain names, utility models, and including registrations and applications for, and renewals or extensions of, such rights, and similar or equivalent rights or forms of protection in any part of

the world; (ii) rights in the nature of unfair competition rights and to sue for passing off and for past infringement; and (iii) trade secrets, confidentiality and other proprietary rights, including rights to know how and other technical information.

**Money Transfer** means a direct transfer of funds paid by you, without using funds in your Wise Business Account, to a designated recipient that is sent using Wise. In some currencies, you may only be able to convert and send funds using your Wise Business Account and cannot make a direct Money Transfer.

**Payment Services Law** means the Belgian law of 11 March 2018 on the status and supervision of payment institutions and electronic money institutions.

**Negative Currency Accounts** has the meaning given in section 15.7.

**Reversal** means the funds received by you are reversed, returned or clawed back for any reason. For example, due to insufficient funds or account closure.

**Services** means all products, services, content, features, technologies, or functions offered by us and all related websites, applications (including the App), and service models (including the Website and via an API Partner), and including the Wise Business Account, the currency conversion and Money Transfer offerings.

**Third Party Materials** has the meaning given in section 28.

**Website** means any Wise webpage, including but not limited to [www.wise.com](http://www.wise.com), where we provide the Services to you.

**Wise Business** means a Business customer that has entered into an agreement with Wise to use the Wise Business Account and receive other Services.

**Business Account** means a multi-currency account held by Business customers at Wise, which may include a Jar.

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### 3. Who we are and how to contact us?

**3.1 Our company information.** Wise Europe SA is a company incorporated under the laws of Belgium with company number 0713.629.988 ("**Wise**", "**we**", "**us**", or "**our**" as applicable). In relation to any services rendered to business clients having their seat or registered in the EEA or otherwise located, "Wise", "we", "us", or "our", as applicable, shall always refer to Wise Europe SA, unless the context requires it otherwise.

**3.2** Our registered office is Rue du Trône 100/3, 1050 Brussels. This office is for Wise employees only and is not open to customers or members of the public.

**3.3** We are authorised by the National Bank of Belgium ("**NBB**"). We are a payment service provider authorised by the NBB under the Law of 11 March 2018 on the status and supervision of payment institutions and electronic money institutions, access to the business of payment service provider and to the activity of issuing electronic money, and access to payment systems.

**3.4** When paying for a Money Transfer in a currency other than euro (EUR), processing of this payment may have to be carried out by a different Wise entity, as listed [here](#). Therefore, upon initiating the respective Money Transfer, you may enter into a separate agreement with the respective other Wise entity by accepting Terms and Conditions to apply to your contractual relationship with the respective other Wise entity, as described [here](#).

**3.5** How to contact us. You can contact us by email, web chat or telephone. Our contact details are provided on the [\*\*Contact\*\*](#) page of our Website.

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# USING OUR SERVICES

## 4. Who can use our Services?

**4.1 Requirements.** Your Business must be organised or registered in the EEA-territories to use our Services.

**4.2 One Wise Business Account per entity.** Your Business may only open one Wise Business Account and maintain one profile. Each Wise Business Account holder is individually bound to the terms of this Agreement.

**4.3 You must have authority to bind your Business.** You must confirm that you in fact have authority to bind the Business on whose behalf you use our Services, and the Business accepts the terms of this Agreement. We may ask you at any time to provide proof of such authority. If you do not provide proof of authority that is acceptable to us, we may close or suspend the Wise Business Account or Services held by your Business or deny you access. This may be in favour of others who can provide proof of such authority.

**4.3 Authorised Users.** You can authorise others to access, use or operate your Wise Account or otherwise use our Services on behalf of a Business (but not by or on behalf of an individual) (an “**Authorised User**”). You acknowledge that if you provide such access to an Authorised User, we’ll deal with such Authorised User as if they were you for the purposes of this Agreement, including any conduct related to a balance held in the Wise Account or other instructions, such as withdrawing or sending money. You will be bound by anything done by any Authorised User, even if they do something that is outside the scope of the authority you gave them. You acknowledge that Wise will not perform any verification of the authority of your Authorised Users to act on behalf of your Business. You also acknowledge that we may disclose certain information about your profile or Wise Account to any Authorised User and that we are not responsible for your Authorised User’s use of that information. Granting permission to any Authorised User does not relieve you of your responsibilities under this Agreement, including notifying us if your Wise Account has been

compromised or if a transaction is suspected to be incorrect or unauthorised.

**4.5 Transacting on your own account.** As an Authorised User (defined above), all activities under a Wise Business Account shall be deemed as activities carried out on behalf of the relevant entity. Unless you are an Authorised User, you agree to only use the Services to transact on your own Wise Business Account and not on behalf of any other person or entity.

**4.6 Disputes with Authorised Users.** Disputes between you and an Authorised User relating to your Wise Business Account or our Services are a matter between you and the Authorised User. You recognise that Wise is not a party to any claim or dispute between you and your Authorised Users. Because you are bound by the actions of Authorised Users, it's very important that you choose Authorised Users carefully. We suggest you regularly reassess who can be an Authorised User and regularly review the activity undertaken by Authorised Users.

**4.7 Wise Users.** All natural or legal persons availing themselves of the Wise's services are considered customers even if they do so on only a one-off or occasional basis. Customers consent to being subjected to the rules governing the identification of clients pursuant to the Law of 18 September 2017 preventing money laundering and the financing of terrorism and restricting the use of cash and all other relevant sources of law ("**AML Law**"). Customers undertake to identify themselves and their place of legal residence and, where appropriate, their corporate registered office and any administrative headquarters by presenting official documents attesting to their identity. They consent to Wise Europe SA (and any other legal entities within the group of which Wise Europe SA forms part) making copies of them on either paper or an electronic data carrier and keeping them on file. Natural persons who do not have Belgian nationality and live or reside in Belgium for more than 6 months must provide Wise Europe SA with a copy of their Belgian identity card or residence permit. Wise Europe SA may at any time require foreign identification documents to be translated at clients' expense (by a sworn translator where Wise Europe SA deems



necessary). Customers empower Wise Europe SA to verify the authenticity of their documents and the correctness of their identification details with public or private bodies such as the National Register. Wise Europe SA may also require clients to submit requisite documentary evidence to substantiate the origin of funds and/or to furnish signed statements setting out the reasons for particular transactions. Customers must immediately notify us in writing or through the permitted digital channels of any changes to the information submitted and/or enter these changes themselves via the appropriate digital channels. They furthermore undertake that, at the request of Wise Europe SA, they will sign a special document in which we record essential changes or to produce evidence that the change referred to has been carried out (such as an electronic identity card or an extract from the Appendices to the Belgian Official Gazette).

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## 5. Getting Started

**5.1 Using our Services.** To start using our Services, you must create a Wise Business profile and provide certain information about your Business as prompted by us.

**5.2 Information must be accurate.** All information you provide to us must be complete, accurate and truthful always. You must update this information whenever it changes. We cannot be responsible for any loss arising out of your failure to do so. We may ask you at any time to confirm the accuracy of your information and/or provide additional supporting documents.

**5.3 Security and customer due diligence checks.** We are required by law to carry out certain security and customer due diligence checks on you in order to provide any Services to you and allow you to have and maintain a Wise Business Account. In some circumstances, we might need to also perform checks on other parties involved in a particular transaction (for example, on your recipient).

**5.4 Information requests.** You agree to comply with any request from us for further information and provide such information in a format acceptable to us. In addition, you agree that we may make, directly or through any third party, any inquiries we consider necessary to validate the information you provided to us, including checking commercial databases or credit reports. You authorise us to obtain one or more of your credit reports, from time to time, to establish, update, or renew your Wise Business Account with us or in the event of a dispute relating to this Agreement or our Services. You agree we may disclose certain information about your Business and Authorised Users, including your company details and Authorised User's name, residential address and date of birth to a credit reporting agency in order to obtain a credit report for these purposes.

**5.5** Wise reserves the right to close, suspend, or limit access to your Wise Business Account or the Services with immediate effect in the event we are unable to obtain or verify such information.

**5.6** Wise may offer additional features to enhance your Wise Business Account from time to time, such as connections to third party accounting software, but may stop offering those at any time without prior notice to you.

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## **6. Staying Safe While Using Our Services**

**6.1** We recommend you use the Services to send money to trusted and verified businesses and third parties that are known to you or that you have already done business with. You should not use the Service to send money to strangers and unverified businesses.

**6.2** When accessing your Wise Business Account or profile, you should at the minimum do the following:

- a) Change your password regularly and ensure that it isn't reused for other online accounts.

- b) Contact **Customer Support** if anyone asks for your login details, including your password.
- c) Always follow recommended password management practice, including by using **strong passwords**, using a mixture of letters, numbers, and symbols.
- d) Set up 2-step authentication where prompted by us.
- e) Keep your email account secure. You may reset your password using your email address. Let **Customer Support** know immediately if your email account becomes compromised.
- f) Update the App on your device to the latest version available.
- g) Update your device's browser to the latest version available.
- h) Maintain your device's operating systems with regular security updates provided by the operating system provider.
- i) Install and maintain the latest anti-virus software on your device, where applicable.
- j) It is essential to ensure every time you are entering your Wise username and password that it is only ever on our official App (downloaded from the iOS or Android store) or, if via a browser, at wise.com. Emails and SMS messages sent by fraudsters may lead to fake login portals that could phish your login information and 2-step authentication details. Similarly, criminals can place malicious adverts on search engines that lead to fake websites of trusted businesses, including Wise. More information on how to avoid falling for phishing scams can be found here: <https://wise.com/gb/blog/scam-websites>.
- k) Contact our Customer Support if you suspect you have become a victim of a scam.

### **6.3 You must NOT:**

- a) Disclose your login credentials or your 2-step authentication details, and you must keep them safe.
- b) Let anyone access your Wise Business Account or profile, unless they are an Authorised User, or watch you accessing it, including letting someone else take remote control of your device(s).

- c) Use any functionality that allows your login details or passwords to be stored by the computer or browser you are using or to be cached or otherwise recorded.
- d) Do anything which may in any way avoid or compromise the 2-step authentication process.

**6.4 Contact us if you suspect your Wise Business Account has been compromised.** If you suspect your Wise Business Account or other login credentials are stolen, lost, used without your authorisation or otherwise compromised, you must contact **Customer Support** immediately. We recommend that you both call and email Customer Support right away. You can also freeze your Wise Business Card with immediate effect on our App under the Account tab. You are also advised to change your password.

**6.5** Any delays in notifying us may affect the security of your Wise Business Account and also result in you being responsible for losses. You must provide us with any reasonable assistance we require from you to investigate and take any action required to secure your account.

**6.6** Additional Services you use may have additional security requirements and you must familiarise yourself with those.

**6.7** You are responsible for configuring your information technology, computer programmes and platform in order to access our Services. We cannot guarantee that our Services will be free from bugs or viruses.

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## **7. Limits on How You can Use our Service**

**7.1 Business Purposes.** You may only use our Services for business purposes and not for personal purposes. If you require a product or Service dedicated to your personal activities, you can apply for a personal Wise Account with Wise.

**7.2 You must not misuse our systems.** You must not misuse our Services by:

- a) Introducing viruses, trojans, worms, logic bombs or other materials which are malicious or technologically harmful;
- b) Taking any action that imposes an unreasonable or disproportionately large load on our websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf, or attacking our Website, App or API with any type of denial-of-service attack;
- c) Using an anonymising proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our websites without our prior written permission; or use any device, software or routine to bypass our robot exclusion headers; or
- d) Interfering or disrupting or attempting to interfere or to gain unauthorised access to our Website, software, API, systems (including any networks and servers used to provide any of the Wise Services) operated by us or on our behalf, any of the Wise Services or other users' use of any of the Wise Services.

**7.3 We may suspend your Wise Business Account or your access to our Services for security reasons.** We may suspend your Wise Business Account or restrict its functionality if we have reasonable concerns about:

- a) the security of your Wise Business Account or your Wise Business profile;
- b) suspected unauthorised or fraudulent use of your Wise Business Account or our Services; or
- c) suspected violations of this Agreement or the Additional Documents.

We will give you notice of any suspension or restriction and the reasons for such suspension or restriction as soon as we can, either before the suspension or restriction is put in place, or soon thereafter, unless notifying you would be unlawful or compromise our reasonable security measures.

**7.4 You must not misuse our Services.** You must not misuse our Services by:

- a) Breaching this Agreement, Additional Document, or any other agreement between you and any Wise entity;
- b) Violating any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising);
- c) Infringing Wise's Intellectual Property;
- d) Selling counterfeit goods;
- e) Acting in a manner that is defamatory, libellous, threatening or harassing;
- f) Providing false, inaccurate or misleading information;
- g) Sending or receiving what we reasonably believe to be potentially fraudulently gained funds;
- h) Refusing to cooperate in an investigation or provide confirmation of your identity or any information requested by us;
- i) Attempting to "double dip" during the course of a dispute or claim by receiving or attempting to receive funds from both Wise and a third party (e.g. a merchant), bank or card issuer for the same transaction;
- j) Conducting your Business or using Wise's Services in a manner that results in or may result in;
  - i. complaints to or about Wise;
  - ii. requests by third parties to invalidate payments made to you;
  - iii. fees, fines, penalties or other liability or losses to Wise, other Wise customers, third parties or you;
- k) Using our Services in a manner that Wise, a card network or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules;
- l) Allowing your Wise Business Account to have a negative balance;
- m) Accessing the Wise Services from a country that where Wise is not permitted to operate;

- n) Taking any action that may cause us to lose any of the services from our internet service providers, payment processors, or other suppliers or service providers;
- o) Circumventing this Agreement or any Additional Document or Wise policy or determinations about your Wise Business Account such as temporary or indefinite suspensions or other account holds, limitations or restrictions, including, but not limited to, engaging in the following actions: attempting to open new or additional Wise Business Account(s) or profile(s) when an account has a negative balance or has been restricted, suspended or otherwise limited;
- p) Opening new or additional Wise Business Accounts or profiles using information that is not your own (e.g. name, address, email address, etc.), or using someone else's Wise Business Account without being an Authorised User;
- q) Continuing to use or access our Services where your Business is no longer eligible or there's been a material change to your Business that affects your verification status with us;
- r) Harassing, being abusive towards and/or threatening our employees, agents, or other customers; or
- s) Abusing a card network dispute resolution process.

**7.5 The actions we may take if you engage in any restricted activities.** If we believe that any of the activities listed in this section 7 have occurred, we may take several actions to protect Wise, its customers and others at any time in our sole discretion. The actions we may take include, but are not limited to, the following:

- a) Terminating this Agreement immediately;
- b) Suspending your Wise Business Account or your profile, during which time your Wise Business Account and profile will remain open but is not able to be operated, or may be subject to restrictions until we remove the suspension;
- c) Closing your Wise Business Account and terminating your access to our Services, which means your Wise Business Account is deactivated and/or your profile will not be available, without notice, without penalty to us;

- d) Reporting suspected breach of law, regulation, or criminal statute to the relevant law enforcement authorities, and we will cooperate with those authorities, including by disclosing your identity to them;
- e) Refusing to provide our Services to you or your Businesses in the future;
- f) Limiting your access to our Website, App, software, systems (including any networks and servers used to provide any of the Wise Services) operated by us or on our behalf, your Wise Business Account or any of the Services, including limiting your ability to pay, convert or send money with any of the payment methods linked to your Wise Business Account, restricting your ability to send money or make withdrawals;
- g) Holding the balance in your Wise Business Account if reasonably needed to protect against the risk of liability or if we reasonably believe you have violated our Acceptable Use Policy;
- h) Contacting your bank or credit card issuer, other impacted third parties, or law enforcement about your actions;
- i) Updating inaccurate information you provided us; and
- j) Taking legal action against you, including seeking damages and reimbursement for losses and fees.

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## **8. Court Orders.**

If we are notified of a court order or other legal process (including garnishment or any equivalent process) affecting you, or if we otherwise believe we are required to do so in order to comply with court order, applicable law or regulatory requirements, we may be required to take certain actions, including holding payments to/from your Wise Business Account, placing a reserve or limitation on your Wise Business Account, or releasing your funds. We will decide, in our sole discretion, which action is required of us. Unless the court order, applicable law, regulatory requirement or other legal process requires otherwise, we will attempt to notify you of these actions using the



contact information that you have provided to us. We do not have an obligation to contest or appeal any court order or legal process involving you, your Wise Business Account or your use of our Services. When we implement a hold, reserve or limitation as a result of a court order, applicable law, regulatory requirement or other legal process, the hold, reserve or limitation may remain in place as long as reasonably necessary.

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## **9. Closing your Wise Business Account or stopping your use of Wise**

**9.1 You may stop using Wise and/or close your Wise Business Account at any time.** This agreement continues until your Wise Business Account is terminated. You may close your Wise Business Account and/or end your ability to use our Services at any time by following the steps provided by us on our Website, App or via an API Partner.

**9.2 If you want to close your Wise Business Account you should withdraw your funds within a reasonable time.** At the time of closure, if you still have funds in your Wise Business Account, you must withdraw any remaining funds within a reasonable period of time. At the time of closure, if you still have funds in your Wise Account, you will no longer have access to them, but you can still withdraw your money by contacting **Customer Support**. You should do this within a reasonable period of time from the date your Wise Business Account is closed.

**9.3 Remaining funds may be subject to additional checks.** After closure or deactivation of your Wise Business Account, you may be subject to additional checks before Wise is able to return the funds back to you.

**9.4 When you may not close your Wise Business Account or delete your profile.** You must not close your Wise Business Account or delete your profile:

- a) To evade an investigation;
- b) If you have a pending transaction or an open dispute or claim;
- c) If you have a negative balance; or
- d) If your Wise Business Account is subject to a hold, limitation or reserve.

If you attempt to do this, we may hold your money for a period of time that is reasonably necessary to protect our or a third party's interest.

**9.5 When you may not close your Wise Business You are responsible for your Wise Business Account after closure.** You agree that you will continue to be responsible for all obligations related to your Wise Business Account and your use of our Services, even after it is closed or you have stopped using our Services. For example, if you have a negative balance with Wise, you will remain responsible for paying us even after your Wise Business Account is closed and/or you have deleted your profile. For more information, see "What happens if you owe us money" in section 29.10.

**9.6 We may end this Agreement by giving you two months notice.** We may end this Agreement and terminate your Wise Business Account or any Services associated with it by giving you two months' prior written notice, where required.

**9.7 You cannot use the App if this Agreement ends.** On termination for any reason all rights granted to you in connection with the App shall cease, you must immediately delete or remove the App from your devices.

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## 10. How much will you pay

**10.1 You must pay our fees.** You must pay the fees in connection with the use of our Services where applicable. We may not process your transaction(s) or provide any other Services to you until we have received the fees from you. Our fees do not include any fees that an API Partner, your bank, the recipient's bank or other third party may separately charge.

**10.2 You can see our fee structure on the Pricing page.** For clarity, the fees applicable to you as set out on the "**Pricing**" page forms part of this Agreement which may be subject to change as set out in "Our right to make changes". We may charge you a variable fee during periods of potential heightened volatility or unpredictability in the foreign exchange market, as determined by Wise. We will let you know if this fee is applicable when you set up your order. It is important that you read and agree to these fees before you use our Services. We may make changes to our fees as set out in "**Our right to make changes**".

**10.3 We can make deductions for amounts you owe us.** You agree that we are authorised to deduct our fees, any applicable Reversal amounts, or any amounts you owe us from your Wise Business Account, including funds held in a Jar. If you don't have sufficient funds in your Wise Business Account to cover these amounts, we may refuse to execute pending or future transactions or provide any Services to you and may deduct funds sent to us for Services in the future.

**10.4 Taxes.** You are responsible for any taxes which may be due by you resulting from your use of our Services, and it is your responsibility to collect, report and pay the correct tax to the appropriate tax authority.

**10.5 API Partner fees.** An API Partner may charge a fee for the convenience of using our Services via the API Partner. This fee is set by the API Partner and is separate to any fees charged by Wise for

your transaction(s). Wise may collect this fee on behalf of an API Partner.

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## CONVERTING CURRENCY

### 11. Currency Conversion

**11.1** Our Services include the ability to convert currencies, for example:

- a) As part of a Money Transfer;
- b) In your Wise Business Account, where you may add money in one currency and then later use those funds to send money to a third party, spend money on your Wise Business Card or withdraw money in a different currency; or
- c) In your Wise Business Account, where you may hold a balance in one currency and then convert it to a different currency.

**11.2 Exchange rate.** When we refer to an exchange rate in this Agreement, it means the exchange rate at the relevant time for the relevant currency pair (for example, GBP to EUR, USD to AUD) that is offered by Wise, which is typically provided by a reference rate provider. We may change our reference rate provider from time to time without notice to you.

**11.3** For some currencies, we do not use the mid-market exchange rate, including where we are required by law to use a different reference rate for the exchange rate for your currency pair. For example, for currency conversions to Nigeria (NGN), we are required to use the rate set by the Central Bank of Nigeria. For these currencies we will notify you of the exchange rate offered by Wise when you initiate a current conversion.

**11.4** We may not process your currency conversion order until we hold or have received the funds and fees specified on our [\*\*Pricing Page\*\*](#). It is your responsibility to ensure money is sent to us to fund a currency

conversion order (whether in your Wise Business Account or as part of a Money Transfer or any other Service we provide) in a timely manner. We cannot be responsible for the time it takes for the money to be sent to us by your bank or payment service provider.

**11.5 Refusing a currency conversion order.** We reserve the right in our sole discretion to refuse any currency conversion order. Reasons for refusal may include, but are not limited to, incorrect information about a recipient, insufficient available funds, or where we believe you may have violated this Agreement, including where we believe you are or may be attempting to engage in currency trading or other trading for purposes not permitted by this Agreement. We will endeavour to notify you of any refusal, using the contact information that you have provided to us, stating (where possible) the reasons for such refusal and explaining how to correct any errors. However, we will not notify you if such notification may be unlawful.

**11.6 Confirmation of currency conversion order.** Each currency conversion order is given a unique transaction number which is shown in the order confirmation and transaction history. You should quote this transaction number when communicating with us about a particular currency conversion order.

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## **YOUR WISE BUSINESS ACCOUNT**

### **12. Information about your Wise Business Account**

#### **12.1 About your Wise Business Account:**

- a) Your Wise Business Account allows your Business to hold, spend, send and receive funds and convert currency.
- b) The funds held on your Wise Business Account do not expire.
- c) The funds held on your Wise Business Account will not earn any interest.

- d) You may hold your funds in any currencies that we support from time to time.
- e) You may withdraw funds from your Wise Business Account at any time subject to certain conditions, please see "Withdrawing funds from your Wise Account" in section 23 for more details.
- f) We may place certain limits on your Wise Business Account depending on your Business type, country, domicile, verification status or other legal considerations. For more information about these limits, you can contact us.
- g) The funds held on your Wise Business Account belong to the legal entity which is registered as the Wise Business Account holder.
- h) You need to have sufficient funds on your Wise Business Account to enable us to execute your transactions. If you don't have sufficient funds in your Wise Business Account, we may refuse to execute pending or future transactions. We cannot be responsible for the time it takes for the money to be sent to us by your or a third party's bank or payment service provider.
- i) You may not place a charge or other form of security over your Wise Business Account.
- j) We may, at our sole and absolute discretion, reject a requested transaction, or refund a payment or other transaction, for any reason whatsoever, including without limitation, where the value of your Wise Business Account could directly or indirectly exceed any value permitted under the applicable laws and regulations or any other regulatory or risk limit prescribed for that Wise Business Account.

**12.2** Your money in the Wise Account is issued in accordance with the Law of 11 March 2018 on the status and supervision of payment institutions and electronic money institutions, access to the business of payment service providers and to the activity of issuing electronic money.

**12.3 Wise is not a bank, and your Wise Business Account is not a bank account.** Wise is not a bank and your funds held with Wise, including balances in your Wise Business Account, are not insured by

any deposit protection scheme, including the Guarantee Fund and Protection Fund. Wise holds funds held by its customers in permissible investments in accordance with applicable laws. Wise owns the interest or other earnings on these investments, if any. The Account Details that we provide to you (as described further below) are a means to receive funds from third parties into a bank account held by Wise and its affiliates, so that Wise can credit your Wise Business Account, and are not a bank account number for a bank account held by you.

As required by the Payment Services Law, we will make sure that your money is always safe and identifiable in our books at any time.

**12.4 Adding money to your Wise Business Account.** To add money to your Wise Business Account, you need to log in to your Wise Business Account and follow the steps. We are not responsible for the funds you have added until we have received them. For clarity, when you add funds to your Wise Business Account, we are the recipient of those funds. This means the bank or payment service provider you used to send the funds to us is the one responsible for making sure we receive them so that we can credit them to your Wise Business Account.

**12.5 Pay-in Methods.** You may be presented with one or more methods of adding funds to your Wise Business Account. For example, you may be able to use a bank transfer, authorise Wise to debit the money from your bank or payment account with a third party, or use a credit card or debit card (in this Agreement, we will call these methods "**Pay-in Methods**"). The number of Pay-in Methods made available to you will depend on a number of factors including where you live and your verification status with us. We cannot guarantee the availability of any particular Pay-in Method and we may change or stop offering a Pay-in Method at any time without notice to you.

**12.6 Pay-in Methods must be in your name.** Any Pay-In Method that you use to add money to your Wise Business Account must be in your name.

**12.7 Chargebacks on your payment instrument.** If you selected a Pay-in Method which can be subject to chargeback (for example a credit card), you agree that you will only exercise this chargeback right if:

- a) we have breached this Agreement; or
- b) there was an unauthorised use of your payment instrument, meaning that you did not execute or authorise the payment.

You agree that you will not exercise your chargeback right for any other reason. If we need to investigate or take any actions in connection with a chargeback caused by or related to you, we may charge you for our costs in doing so and may deduct those costs from your Wise Business Account or close your Wise Business Account or limit your access to our Services.

**12.8 When we will credit your Wise Business Account.** We will credit your Wise Business Account once we have received your funds. For some Pay-in Methods such as a credit or debit card, we will credit the funds as soon as possible subject to our right of Reversal. This means if we credit your Wise Business Account for the full amount you intended to add but this amount does not reach us within a reasonable time, and you use that credited amount, for instance to send money or make a purchase, we may deduct that amount from your Wise Business Account. This could make your Wise Business Account have a negative balance (see “What happens if you owe us money” in section 29.10).

**12.9 Adding money with your debit or credit card.** If you choose to add money using your debit or credit card, provided we offer this method, you will need to provide your card details to us, including your card number and cardholder name. When you choose to add money via debit or credit card, you confirm that your card details are correct, that you are authorised to access and transmit funds from your card account, that your card account is in good standing with the account-holding financial institution, and that you have the authority to initiate a debit or credit card payment in the amount at issue to or from your card account. You authorise us to initiate credits and debits to



your bank account through card payment networks in order to process your transaction, including any applicable fees and charges, and this authorisation shall remain in effect so long as you are able to use our Services, unless cancelled in accordance with this Agreement.

**12.10 Restrictions on adding Money.** We only offer the Pay-In Methods you see when you access our Services. Other methods, such as a paper or e-cheque, will not be accepted. For legal, security, or other reasons, there may be limits on your chosen Pay-in Methods or currencies, including how much you can add to your Wise Account.

**12.11 Adding money to your Wise Business Account from other sources.** In certain currencies, we may provide you with local account details that you or a third party can use to send money directly to your Wise Business Account ("**Account Details**"). Account Details do not reflect separate payment accounts. The Account Details that we provide to you are only a means to receive funds from third parties into a bank account held solely in the EEA by Wise Europe SA.

**12.12** We may carry out verification checks when you request Account Details in addition to the checks required to obtain a Wise Business Account, and we may carry out further checks on an ad-hoc basis. From time to time your Account Details may change. When this occurs, you are responsible for updating third parties and other arrangements you may have to receive funds using your Account Details. Wise is not responsible for issues that arise when Account Details are changed, and it is your responsibility to notify third parties that your Account Details have changed.

**12.13** If you provide your Account Details to a third party, you agree that you will not impose a surcharge or any other fee solely for accepting the receipt of funds in that way.

**12.14 When money received is shown in your Wise Business Account.** Any money you receive into your Wise Business Account will be recorded in your transaction history. You should check and confirm the receipt of incoming funds in your Wise Business Account regularly and let us know if there are any irregularities or discrepancies.

**12.15 Receiving Money from USD Account Details.** You may receive funds into your Wise Business Account using the US Automated Clearing House system or domestic wire transfer method. If you choose to receive money using these methods, for example by sharing your USD Account Details with a payee, you will not have access to such funds until we receive the cleared funds, which could take several days or longer.

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## **13. Reversals and Chargebacks**

**13.1 Funds added to your Wise Business Account may be subject to Reversal.** Funds added to your Wise Business Account could be Reversed or subject to a Chargeback, which means that you will not get those funds back. If a Reversal or Chargeback causes you to have a negative balance, you will be immediately liable to Wise for the negative balance plus any fees. Funds added to your Wise Business Account may be Reversed by Wise, or may be Reversed or subject to a chargeback to the person paying you the money or the payment provider, and/or may be liable to repayment to Wise if, without limitation, we have reason to believe:

- a) Wise, or any other party, sent the funds to you in error;
- b) The sending of the funds was unauthorised or fraudulently undertaken or induced;
- c) The funds were received for activities that have violated any laws, this Agreement, the Additional Documents, or any other agreement between you and Wise;
- d) The funds are, for some other reason, Reversed by the sender or a payment provider; or
- e) Any other error resulting in your Wise Business Account being credited in circumstances where you are not the lawful recipient and/or lawfully entitled to retain the funds.

**13.2** If any funds are Reversed by the sender or any payment provider, you agree that Wise may refund, deduct or Reverse the Received

Amount plus any applicable fees from your Wise Account (if applicable) in the same currency as the original transaction. If your Wise Account balance for the relevant currency is insufficient to cover the amount of a refund, deduction or Reversal, Wise may at its discretion perform a currency conversion to refund or Reverse the transaction, subject to the exchange rate being offered by Wise in the applicable currencies at that time. If a Reversal or chargeback causes you to have a negative balance, you will be immediately liable to Wise for the negative balance plus any losses to Wise, if any.

**13.3 Chargeback Fees.** If you receive a debit or credit card-funded payment into your Wise Business Account and you (or a third party) pursue a chargeback for the transaction with the card issuer, then Wise may apply a fee for facilitating the chargeback process and will remove the chargeback funds from your Wise Business Account, including funds held in a Jar.

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## 14. Maintaining your Wise Business Account

**14.1 Transaction history is displayed on your Wise Business Account.** All of your transactions (including your current balance, funds you have added, received, sent and/or withdrawn), including related fees and exchange rates, if applicable, are recorded in the statement section of your Wise Business Account.

**14.2 Statements.** You have the right to request a physical account statement showing your Wise Business Account activity. You may view your Wise Business Account statement by logging into your Wise Business Account. Please note that it may be possible to view your Wise Business Account in a way that some of your transactions are hidden. This is to allow you to isolate transactions from particular recipients to determine your spending with those recipients. Be sure to readjust your viewing preferences if you have used this feature to default to see all transactions.

**14.3 Check your Wise Business Account regularly.** You must check your Wise Business Account regularly and carefully and contact us immediately (upon the value date of the debit or credit) if you don't recognise a transaction or think we have made a payment incorrectly. You must tell us about any unauthorised or incorrectly executed transactions immediately.

**14.4 Auto Conversion.** For certain currencies, you may be able to set one or more conversion orders to be automatically executed once the exchange rate you pick is offered by our Services (an "**auto conversion order**"). There may be limits to the number of auto conversion orders you are able to set up, as well as the amounts of money you can schedule to convert. Wise does not guarantee that it will be able to execute your auto conversion order in all circumstances.

**14.5 You accept the risks of holding funds in multiple currencies.** You agree and accept all the risks associated with maintaining an account that can hold balances in multiple currencies including any risks associated with fluctuations in the relevant exchange rates over time.

**14.6 We are not a currency trading platform.** Wise is not a currency trading platform. You agree that you will not use your Wise Business Account for seeking to profit from currency conversion or foreign exchange trading or other types of speculative trading, or for speculative trading purposes, conversion arbitrage, conversion options or any other activity that Wise determines is primarily for the purpose of gaining or making gains based on currency conversion rates.

Accordingly, you should not use our Services, including the Wise Business Account or the auto conversion order function for this purpose, including creating multiple auto conversion orders or a series of Money Transfers without the intention of completing them. If we detect that you are using our Services for this purpose, we may, at our sole discretion, set a limit on the number of auto conversion orders you may create, cancel your orders, set a limit on the amount of

money you can convert or transfer in one or more currencies or in the same currency, restrict your ability to access certain features or use our Services, or suspend or close your Wise Business Account. Wise may also hold, cancel, or reverse any transaction we determine to violate this policy and disgorge your gains.

**14.7 Negative Balances.** You promise to always have a zero or positive balance in your Wise Business Account and to repay Wise if your Wise Business Account balance is negative (each a "**Negative Currency Account**"), including as a result of a Chargeback, Reversal, deduction of fees, any other error, or any other action. That negative amount represents an amount you owe to Wise and you must repay the negative amount immediately without any notice from us. We may send you reminders or take such other actions to recover the negative amount from you, for example, we may use a debt collection service or take further legal actions. We may charge you for any costs we may incur as a result of these collection efforts. For more information, see "**What Happens if you owe us money**".

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## 15. Jars

**15.1 Jars.** A "Jar" is a sub account within the Wise Business Account that can be used to segregate a portion of your funds. Jars may be used by you, for example, to keep funds for a designated purpose in the future, such as paying bills or to assist with your budgeting. You can only put funds into your Jar by transferring money from your Wise Business Account. You can use the funds directly from a Jar to send or transfer funds out of the Jar to external accounts or move the money back into your Wise Account balance. The funds within a Jar may not be accessed via direct debits or Card transactions. You should keep enough unrestricted money in your Wise Account to cover all anticipated fees. Wise is not responsible for fees resulting from unfunded transactions due to funds being in a Jar.

**15.2 Jars are not savings accounts, do not have their own account numbers, and don't earn interest.** Money held in your Jars does not earn any interest and is not insured by any deposit protection scheme, including the Guarantee Fund and Protection Fund.

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## **16. Using or spending funds in your Wise Business Account: Direct debits**

**16.1 Direct Debit.** You can set up a direct debit to allow someone else to take money from your Wise Business Account. This is an agreement between you and a third party. This mandate shall be on the basis of your express consent and signature and the power of attorney to be given must refer expressly to the underlying agreement, which in turn determines the scope of the claims to be subject to the direct debit, with regard to their nature, due date and, if possible, the exact amount. The direct debit can only be legally established if you have been informed of the underlying agreement in advance. You may agree to allow such automatic withdrawal on a recurring or sporadic basis. Examples of automatic payments that can be arranged by you include those that may be called a "billing agreement," "subscription," "recurring payment," "reference transaction," "pre-authorised transfer" or "preapproved payment." In case the execution of the debit order fails due to insufficient funds, we may retry the execution at a later stage.

**16.2** Once your direct debit is cancelled, all future automatic payments under your agreement with that seller will be stopped. If you cancel a direct debit, you may still owe a third party for any goods or services that you receive but have not paid for.

**16.3** If you have given advance authorisation, either to a third party or to Wise, that permits the third party to take or receive payments from your Wise Business Account on a regularly recurring basis (for example, every month or otherwise on a routine cycle), and if such payments will vary in amount, you have the right to advance notice of

the amount and date of the transfer from the seller, typically 3 days before the transfer is made. If the seller provides the option, you may choose to receive this advance notice only when the amount of your automatic payment will fall outside a range established between you and the seller.

**16.4** If you have authorised a direct debit and Wise performs a currency conversion for an automatic direct debit transaction, Wise will use the exchange rate offered at the time the transaction is processed.

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## **17. Using or spending funds in your Wise Business Account: Wise Business Cards**

**17.1 Cards.** The Wise Business Card is a Debit/ Prepaid card that can be used to access and spend the funds in your Wise Business Account and it can be used, for example, to pay for goods and services online, over the phone, or in person. The Wise Business Card can be used to withdraw money from ATMs in the EEA and overseas. The Wise Business Card is not a guarantee card, charge card or credit card. It is not for resale. The Wise Business Card may be cancelled, repossessed, or revoked at any time without prior notice subject to applicable law.

**17.2 Digital card.** Once you have applied for a physical Wise Business Card, you may also apply for a digital Wise Business Card. Your digital Wise Business Card will have a different set of card details from your physical Wise Business Card, but will draw from the funds in your Wise Business Account in the same manner as your physical Wise Business Card. Your digital Wise Business Card is activated instantly once those details are provided to you, and can be used right away. You can freeze your digital Wise Business Card at any time and unfreeze it once you are ready to use it again.

**17.3** The provisions relating to the Guarantee Fund and Protection Fund do not apply. Your Wise Business Card is linked to your Wise Business Account, which is a payment account and is not a bank account. The provisions relating to the Guarantee Fund and Protection Fund do not apply to your Wise Business Account or Card.

**17.4 Verification.** We may carry out verification checks when you request a Wise Business Card in addition to the checks required to obtain a Wise Business Account, and we may carry out further checks on an ad-hoc basis. These checks may increase the time it takes to process your order for a Wise Business Card. We are not responsible for any delays as a result of carrying out those checks. If you have paid a fee for your Wise Business Card but we decide you do not meet our verification requirements, we will cancel your Wise Business Card and refund the fee you paid for your Wise Business Card within 14 days of our decision. We may not refund the fee in certain circumstances.

**17.5 Card transaction fees.** You agree to pay the Card transaction fees set forth in the **Pricing page**. All the Wise Business Card transaction fees will be withdrawn from your Wise Business Account and will be assessed as long as there are funds remaining on your Wise Business Account. If at any time your remaining funds are less than the Wise Business Card transaction fees being assessed, the funds in your Wise Business Account will be applied to the Wise Business Card transaction fees resulting in a zero amount on your Wise Business Account, and your Wise Business Card may be declined. The remainder of the Wise Business Card transaction fees due will be collected the next time you add funds to your Wise Business Account.

**17.6 How to activate your Wise Business Card.** When you receive your Wise Business Card, please sign the back of it as soon as you receive it and keep it safe. The Wise Business Card PIN is a 4-digit code that you may be asked to enter when making a payment using the Wise Business Card. Choose a secure PIN that cannot be easily guessed by third parties.



**17.7 Refunds in different currencies.** If you receive a refund on a Wise Business Card payment in a currency for which you have a balance, we will credit said balance. If you receive a refund in a currency that you do not hold a balance or if you receive a refund in a currency we do not support, we will credit your Wise Business Account in the card's default currency, which may require us to convert the currency.

**17.8** You must not make purchases or withdraw funds with your Wise Business Card that exceed the amount of funds available in your Wise Business Account. If any purchase or withdrawal takes you over your available funds or the card limits indicated by Wise the transaction will be declined.

**17.9 Wise Business Cards for Businesses.** If you have a Wise Business Account opened for a Business, you may only use your Wise Business Card for Business purposes and not personal purposes.

**17.10 Spending limits.** We may increase or decrease spending limits or add additional limits from time to time in our sole discretion without notice to you except as required by law, for security or other reasons.

**17.11 Other limits.** We may, at our reasonable discretion, decline the use of your Wise Business Card for situations including, but not limited to:

- a) Pre-authorised regular payments;
- b) Transactions at self-service petrol pumps;
- c) Transactions for cash (other than ATM withdrawal) including for example cash back, cash from a bank, money orders, traveller's cheques, foreign exchange, or bureau de change, or any illegal purposes;
- d) Where it is not possible for the supplier of the good or service to obtain online authorisation that you have sufficient funds in your Wise Business Account for the transaction. For example: transactions on trains, ships, and some in-flight purchases;
- e) Where there is suspicion that the Wise Business Card is being used to exploit vulnerabilities in a merchant's payment processing or the card payment ecosystem; or

f) Where we have grounds to believe that you have made false statements in an attempt to obtain reimbursement for a previous transaction.

**17.12 We are not liable for certain losses.** You are solely responsible for losses arising from your gross negligence or fraud. We also will not be liable in the following instances:

- a) If through no fault of ours, you do not have enough funds available in your Wise Business Account to complete the transaction;
- b) If a merchant refuses to accept your Wise Business Card;
- c) If an ATM where you are making a cash withdrawal does not have enough cash;
- d) If an electronic terminal where you are making a transaction does not operate properly;
- e) If access to your Wise Business Card has been blocked after you reported your Wise Business Card lost or stolen or if Wise has reason to believe that your Wise Business Account was compromised; (see "**When can we suspend or cancel your Wise Business Card?**")
- f) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- g) If the requested transaction is unauthorised as defined under this Agreement;
- h) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- i) Any other exception stated in this Agreement.

**17.13 No Warranty Regarding Goods or Services as Applicable.** Wise is not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Wise Business Card. Any disputes or issues with any goods or services you purchase with

your Wise Business Card should be addressed to the merchants or individuals from whom the goods and services were purchased.

**17.14 Returns and Refunds.** If you are entitled to a refund for any reason for goods or services obtained with your Wise Business Card, you agree to accept credits to your Wise Business Account for such refunds and agree to the refund policy of that merchant. Merchant refunds will be provided to Wise for sending to the Wise Business Account when they are received. Wise has no control over when a merchant sends a refund transaction; there may be a delay between the date of the refund transaction and the date the refund amount is credited into your Wise Business Account and refunds from merchants may be in an amount the same or less than the amount of the corresponding debit.

**17.15 When can we suspend or cancel your Wise Business Card.** Along with closing or suspending your Wise Account, we can suspend or cancel your Card, including if (i) the activity on your Card or Wise Account appears suspicious, fraudulent or may be associated with criminal activity or activity which is inconsistent with this Agreement; (ii) there is suspicious or fraudulent activity associated with a personal Wise Account which is affiliated with your Wise Account; or (iii) we believe your Wise Business and/or an affiliated personal Wise account may be associated with criminal activity or activity which is contrary to this Agreement. Unusual or multiple purchases may prompt a merchant inquiry or Card suspension to allow us to investigate such activity.

We reserve the right, in our sole discretion, to limit your use of the Wise Business Card. We may refuse to issue or replace a Wise Business Card or may revoke Wise Business Card privileges, other than as required by applicable law. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Wise Business Card. We will not incur liability to you because of the unavailability of the funds that may be associated with your Wise Business Card or Wise Business Account.

**17.16 Unjust enrichment.** In case you notice a refund has been received twice for the same transaction, for example in both your Wise Business Account and from a merchant, you are required immediately to let us know, and we always reserve the right to debit back a previously issued refund when a refund for the same transaction has been provided by the merchant as well, without prior notice.

**17.17 Disputed transactions.** In case of disputed Wise Business Card transactions, we may, subject to any restrictions under applicable law, decide not to proceed with chargebacks at our sole discretion. Reasons for this might include:

- a) Not receiving sufficient information to determine that an error occurred;
- b) Not receiving a notification about the payment error in a timely manner;
- c) Disputes being caused by the risky nature of transactions undertaken with the Wise Business Card;
- d) We have evidence that you or someone you gave your Wise Business Card to authorise the transactions in dispute.

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## **18. Wise Business Card transactions**

**18.1 You authorise every transaction.** You agree that any use by you of your Wise Business Card, card number or PIN constitutes your authorisation and consent to the transaction.

**18.2 Employee cards are business cards.** Where there are multiple cardholders within the same Wise Business Account, including Authorised Users, any transaction authorised by any one of the cardholders is deemed to be effectively authorised by the Business.

**18.3 Priority of currencies and currency conversion when you use your Wise Business Card.** If you withdraw cash or make a purchase in a currency for which you hold a balance in your Wise Business Account, Wise will use that currency for your withdrawal or purchase

and you consent to and authorise Wise to convert the currency in place of your Wise Business Card network.

**18.4 In a currency that you do not hold in your Wise Business Account.** If you withdraw cash or make a purchase in a currency for which you do not hold in your Wise Business Account, or if you withdraw cash or make a purchase in a currency in an amount that exceeds the available funds that you hold in that currency, Wise may convert funds from another currency that you hold in your Wise Business Account to cover that transaction, and Wise currency conversion fees will apply. You cannot set a default or preferred currency to convert from.

**18.5** When determining which currency to convert where you have more than one currency in your Wise Business Account, Wise will use the currency with the lowest conversion fee for the currency needed to complete the cash withdrawal or purchase made by you. In cases where the conversion from several currencies will have the same conversion fee, we will convert based on the highest conversion rate. For more information on which currencies would be used in the event that you use your Wise Business Card to withdraw cash or make a purchase in a currency that you do not hold in your Wise Business Account, please check the Wise [pricing page](#) or contact [Customer Support](#).

**18.6 In a currency that is not supported by Wise.** If you withdraw cash or make a purchase in a foreign currency that is not supported by Wise, the rate charged by the VISA/MASTERCARD® network shall apply.

**18.7** Please note that if you are offered the option at a point of sale ("POS") terminal to pay in local currency or to pay in your home or another currency, you must pick the local currency if you want the Wise rate to apply to your transaction.

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## 19. When your Wise Business Card expires

**19.1 Your Wise Business Card has an expiry date.** You can only use your Wise Business Card up until the expiry date which will be shown on the back of your Wise Business Card and/or in the App.

**19.2 We'll aim to notify you 2 months before your current Wise Business Card will expire.** You then may order a new Wise Business Card by following the instructions on our Website or App. A replacement Wise Business Card fee may apply (see [here](#)).

**19.3** If you do not want your Wise Business Card to be renewed, you can simply let it expire without ordering a replacement. Your Wise Business Card will be deactivated and you will not be able to use it after its expiry. You should destroy your expired Wise Business Card.

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## **20. Keep your Wise Business Card safe**

**20.1 Keep your Wise Business Card safe.** Other than an Authorised User, never let another person or party use your Wise Business Card and keep it safe. Only use the card under conditions that are sufficiently safe, whereby the secure nature of the PIN is safeguarded. Memorise your PIN and never disclose this and other security information to anyone. Sharing these details can lead to unauthorised access to your Wise Business Account and you will be solely responsible for transaction(s) made in this situation. Wise will not be liable for any loss arising due to any such unauthorised transaction(s). Do not effect an unauthorised transfer of the card to third parties (including spouses, family members or friends) or allow it to be used by them. Also, never let the card out of your sight when paying with the card.

**20.2 Report any suspicious incidents.** If your Wise Business Card is lost or stolen, if you suspect that someone else knows your PIN, or if you think your Wise Business Card, card number or PIN may be misused, you agree that you must stop using the Wise Business Card, and immediately freeze or replace the Wise Business Card. If this happens, we recommend that you both call and email Customer

Support right away. You can also freeze your Wise Business Card with immediate effect on our App under the Account tab. If you find the Wise Business Card after you have reported it lost, stolen or misused, you must destroy it and tell us as soon as you find it.

**20.3 Your Liability for Unauthorised Card Transactions.** If you are a small business owner or sole trader this section applies. In addition to other limitations of liability provided for under this Agreement, your liability for the unauthorised use of your Wise Business Card may also be limited by Visa/MasterCard. Under the MasterCard rules, you will have no liability for a transaction that was not authorised by you if you exercised reasonable care in safeguarding the Wise Business Card from risk of loss or theft, and, upon becoming aware of such loss or theft, promptly reported such loss or theft to **Customer Support**. Under the Visa rules, you will have no liability for a transaction that was not authorised by you if you were not fraudulent or negligent in the handling of the Wise Business Card, and, upon becoming aware of the unauthorised transaction, promptly notified such transaction to **Customer Support**. This chargeback policy is subject to change without notice and changes made by Visa/MasterCard will automatically apply to you.

**20.4 Replacement of card.** If you need to replace your Wise Business Card for any reason, please follow the instructions on our Website or App or contact **Customer Support**. We will charge a fee for the replacement Wise Business Card.

**20.5 Disclosure of information to law enforcement authorities.** If your Wise Business Card is used without your permission, or is lost, stolen or if you suspect the Wise Business Card may be misused, we may disclose to law enforcement agencies any information which we reasonably believe may be relevant.

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## **21. Wise Business Card cancellation rights**

**21.1 Cancelling your Wise Business Card.** You may cancel your Wise Business Card at any time with no charge by logging into your Wise Business Account or through the App. Your card fee and any delivery fee, where applied, is non-refundable.

**21.2 We have the right to cancel your Wise Business Card.** Note that subject to any restrictions under applicable law, we reserve the right to cancel or suspend your Wise Business Card at any time for any reason. Use of your Wise Business Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions.

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## **22. Withdrawing funds from your Wise Business Account**

**22.1 You can request to withdraw your funds.** You may withdraw all or some of the balance in your Wise Business Account. We may charge you a fee for each withdrawal request, we will let you know the exact amount when you submit your request. You can also find out more information about the fees we charge on the [\*\*Pricing page\*\*](#).

**22.2 Payout Methods available to you.** You may be presented with one or more methods of withdrawal (in this Agreement, we will call these methods "**Payout Methods**"). The number of Payout Methods made available to you will depend on a number of factors including where you live and your verification status with us. We cannot guarantee the use of any particular Payout Method and may change or stop offering a Payout Method at any time without notice to you.

**22.3 You must provide correct information to us.** When setting up your withdrawal request, you must ensure that the information you provide is correct and complete. We will not be responsible for money sent to the wrong recipient as a result of incorrect information provided by you.



**22.4 What happens if you provide incorrect recipient information.** If you have provided incorrect information to us, we may, but are not required to, assist you in recovering your funds. We cannot guarantee that such efforts will be successful as they rely on the policies and practices of other banks and institutions. In addition, Wise may not be able to confirm that your recipient's name and account number match, as the names and other information associated with third party accounts may not be known to Wise. This means that if you provide an incorrect account number, your funds will most likely go to the wrong account.

**22.5 Your withdrawal request is subject to limits.** You agree that your Wise Business Account is subject to withdrawal limits. If your withdrawal request exceeds the current limit, we may decline your request or we may require you to provide additional documents to us so that we can carry out additional checks before allowing the money to be withdrawn. These limits may be amended at the sole discretion of Wise and without prior notice.

**22.6 Delay in withdrawal.** We may delay a withdrawal in certain situations, including if we need to confirm that the withdrawal has been authorised, to complete verification checks, or if other payments to your Wise Business Account have been reversed (for example, as a result of a chargeback or Reversal). We cannot be held responsible for any such delays.

**22.7 Finality.** Payouts, currency conversions and Wise Business Card or other transactions executed by us are final and irrevocable once you request them, unless otherwise provided in this Agreement or pursuant to applicable law.

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## **MONEY TRANSFERS**

### **23. Sending money**

**23.1 Information you need to provide to set up a Money Transfer.** To set up a Money Transfer, you will need to provide certain information to us, including, but not limited to, the full name of your recipient, your recipient's bank account details or their account with Wise information and the amount and currency to be transferred.

**23.2 Payment order limits.** We may, at our sole discretion and without prior notice, place limits on the amount you may send per Money Transfer.

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## **24. Paying for Your Money Transfer**

**24.1 How to pay for your Money Transfer.** To pay for your Money Transfer, you need to access your Wise Business Account or profile, by logging in on our Website or App or via an API Partner, and follow the steps provided.

**24.2 Payment methods.** You may be presented with one or more methods of paying for a Money Transfer (for example, a bank transfer, or a credit cards or debit card). The number of payment methods made available to you will depend on a number of factors including where you live and your verification status with us. We cannot guarantee the availability of any particular payment method and we may change or stop offering a payment method at any time without notice to you.

**24.3 Payment instruments must be in your name.** Any payment instrument (for example, the credit card or debit card/bank account from which you make a transfer) you use to pay for a Money Transfer must be in your name. We may reject the payment if the instrument is not in your name.

**24.4 You need to provide us with sufficient funds after you set up your Money Transfer and before we can process it.** We are not responsible for the funds you have sent, or for completing the Money Transfer you have set up, until we have received them. We may only

process your Money Transfer if we hold or have received sufficient cleared funds in accordance with this Agreement and the instructions provided. If you send us funds prior to setting up a Money Transfer order, those funds will either be placed into your Wise Business Account, or, if you do not have one, we will attempt to return them to you. It is your responsibility to fund your Money Transfer in a timely manner. We cannot be responsible for the time it takes for the money to be sent to us by your or a third party's bank or payment service provider.

**24.5 Guaranteed rates.** We may provide you with a guaranteed foreign exchange rate for a period of time. We will notify you of the guaranteed rate and the time period during which we are offering that rate (the "**Guaranteed Period**") when you create your Money Transfer. Guaranteed Periods are subject to the following conditions:

- a) The Guaranteed Period may be extended if your Money Transfer is created over the weekend or on a public holiday.
- b) We must receive sufficient funds from you during the Guaranteed Period in order to convert your funds at the guaranteed rate. You will see when we have received your funds in your Wise Business Account or profile. Wise is not responsible for the failure of a third party to send your funds to us in a timely manner.
- c) If we receive your funds after the Guaranteed Period, we will not be able to convert your money using the guaranteed rate and your transfer will become a non-guaranteed rate transfer. Accordingly, we may convert your money at the applicable exchange rate at the time we receive your money or we may email you and ask you if you want to proceed with your transfer at the new exchange rate.
- d) If the Wise exchange rate changes by 5% or more during the Guaranteed Period, we can, at our discretion, suspend your transfer for a reasonable period of time or cancel your transfer and refund the money to you.
- e) For certain currencies, including where you are paying for a Money Transfer with Japanese Yen (JPY), the guaranteed rate will only be offered after your address has been verified by us.

We may change these guaranteed rate conditions or suspend the guaranteed rate feature at any time.

**24.6 The Wise exchange rate.** We will confirm the available exchange rate (if applicable) for your Money Transfer:

- a) when you place your Money Transfer, if it is a guaranteed rate Money Transfer; or
- b) when we have received your payment, if it is a non-guaranteed rate Money Transfer.

**24.7 Chargebacks on your payment instrument.** If you selected a payment method which can be subject to chargeback (for example a credit card), you agree that you will only exercise this chargeback right if:

- a) we have breached this Agreement; or
- b) there was an unauthorised use of your payment instrument, meaning that you did not execute or authorise the payment.

You agree that you will not exercise your chargeback right for any other reason, including a dispute with a recipient. If we need to investigate or take any actions in connection with a chargeback caused by or related to you, we may charge you for our costs in doing so and may deduct those costs from your Wise Business Account (if you have one) or limit or remove your access to our Services. See **"What Happens if you owe us money"**.

**24.8 When we will complete your Money Transfer.** We will complete your Money Transfer once we have received your funds. For some payment methods such as a credit or debit card, we may send your Money Transfer as soon as possible.

**24.9 Paying with your debit or credit card.** If you choose to pay for a Money Transfer using your debit or credit card, provided we offer such options, you will need to provide your card details to us, including your card number and cardholder name. When you choose to pay with a debit or credit card, you confirm that your card details are correct, that you are authorised to access and transmit funds from

your card account, that your card account is in good standing with the account-holding financial institution, and that you have the authority to initiate a debit or credit card payment in the amount at issue to or from your card account. You authorise us to initiate credits and debits to your bank account through card payment networks in order to process your transaction, including any applicable fees and charges, and this authorisation shall remain in effect so long as you are able to use our Services, unless cancelled in accordance with this Agreement.

**24.10 When we receive your request.** If your Money Transfer request is received by us after 5pm CET (CEST from the last Sunday of March until the last Sunday in October) on a Business Day or on a day that is not a Business Day (e.g., a weekend or bank holiday), your Money Transfer will be deemed received on the following Business Day.

**24.11 What happens after you have submitted your Money Transfer request.** Once we have received your Money Transfer request, we will provide you with a unique transaction number which you can find in your Wise Business Account or profile. You should quote this number when communicating with us about a particular Money Transfer or other transaction.

**24.12 Sending money using an email address.** If you send money to a person using an email address which is not registered with us, the money will not be credited until the intended recipient has claimed the money following the steps we have set out for them in an email that they will receive. Until that process is successfully completed, there is no relationship between us and the intended recipient and the money continues to belong to you. We will refund the money to you if the intended recipient does not claim the money or if they have failed our recipient checks within a reasonable time period as determined by us.

**24.13 Delay in transfer.** We may delay processing a Money Transfer in certain situations, including if we need to confirm that the transaction has been authorised by you, as a result of verification checks or due diligence reviews, or if other payments to your Wise Business Account have been reversed (for example, as a result of a chargeback or Reversal). Wise is not responsible for such delays.

**24.14 Completion time of your Money Transfer.** The estimated completion time of your Money Transfer will be provided to you when setting up your Money Transfer.

**24.15 We will use reasonable efforts to ensure funds arrive at your recipient's account within the timeframe provided.** We will use reasonable efforts to ensure that the funds arrive in the recipient's bank account or payment account within the notified timeframe provided to you. We do not have any control over the time it may take for the recipient's bank or payment provider to credit and make available funds to the recipient.

**24.16 Refusal of your Money Transfer.** If we are unable to complete your Money Transfer, we will let you know as soon as possible and, if possible, tell you the reasons for the refusal and an explanation of how to correct any factual errors. However, we are not required to notify you if such notification would be unlawful.

**24.17 You may cancel your Money Transfer before your funds are converted.** You may cancel your Money Transfer by following the instructions set out in our **Help Centre**. You cannot cancel your Money Transfer once your funds have been converted.

We must refund to you an authorised payment transaction initiated by or through a payee that has already been executed, if the two following conditions are met:

- a) when the payment transaction was authorised, the exact amount of the payment transaction was not specified;
- b) the amount of the payment transaction exceeds the amount that you can reasonably expect, based on your previous spending pattern, the terms of your framework contract and relevant aspects of the case.

At our request, you shall demonstrate that these conditions have been met. You have the right to request this refund for a period of eight weeks from the date the funds were debited.

The refund corresponds to the full amount of the executed payment transaction. The value date of the credit to your Currency Account shall be no later than the date on which the amount was debited.

In the case of a payment transaction initiated by a payment initiation service provider or by or through a payee, you may not revoke the payment order after giving your consent to the payment initiation service provider to initiate the payment transaction or your consent to the payee to execute the payment transaction.

However, in the case of a direct debit you may revoke the payment order at the latest at the end of the business day preceding the day on which the Currency Account is debited in accordance with the direct debit agreement, provided that the beneficiary agrees with the revocation.

If it was agreed that the execution of the payment order would start on a specific day, at the end of a certain period or on the day on which you make the funds available, you may revoke this payment order at the latest by the end of the business day preceding the day on which the payment account is debited in accordance with the conditions agreed.

After the expiry of the aforementioned time limits, the payment order may only be revoked if this has been agreed upon between you and the payment service providers concerned.

**24.18 When will I be notified of my scheduled Money transfer?** If you have scheduled a Money transfer in advance then we will notify you 24 hours before your upcoming Money Transfer, setting out the total fees and the estimated exchange rate for that Money Transfer. By scheduling a Money Transfer, you agree to Wise sending the funds using the exchange rate at any time on the scheduled date. If you have opted in to receiving confirmation emails, we will send you a Money Transfer receipt after successfully sending your scheduled Money Transfer.

**24.19 You must ensure the information you provide to us is correct.** You must make sure that the information you provide when setting up

a Money Transfer is accurate. If we have processed your order in accordance with the information you have provided to us it will be considered correctly completed even if you have made a mistake.

**24.20 What happens if you provide us with incorrect information.** If you have provided incorrect information to us, we may, but are not required to, assist you in recovering your funds. We cannot guarantee that such efforts will be successful as they rely on the policies and practices of other banks and institutions. In addition, Wise may not be able to confirm that your recipient's name and account number match, as the names and other information associated with third party accounts may not be known to Wise. This means that if you provide an incorrect account number, your funds will most likely go to the wrong account.

**24.21 Finality.** When you make a Money Transfer, the settlement and payout to the recipient are final and irrevocable unless otherwise provided in this Agreement or pursuant to applicable law.

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## INTELLECTUAL PROPERTY RIGHTS

### 25. Intellectual Property Rights

**25.1** All right, title and interest in and to any software (including without limitation the App, the Website, the API, developer tools, sample source code, and code libraries), data, materials, content and printed and electronic documentation (including any specifications and integration guides) developed, provided or made available by us or our affiliates to you, including content of the Website, and any and all technology and any content created or derived from any of the foregoing ("**Wise Materials**") and our Services are the exclusive property of Wise and its licensors. The Wise Materials and Services are protected by intellectual property rights laws and treaties around the world. All such rights are reserved.



**25.2 How you can use Wise Materials.** You may only use the Wise Materials if you have received written permission from us and solely as necessary to enjoy our Services. Subject to your compliance with this Agreement and your payment of any applicable fees, Wise grants you a revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free limited licence to access and/or make personal use of the Wise Materials and Services. Any use of the Wise Materials and Services not specifically permitted under this Agreement is strictly prohibited. The licences granted by Wise terminate if you do not comply with this Agreement or any other service terms.

**25.3 When you cannot use Wise Materials.** Unless you have received written permission from us, you may not, and may not attempt to, directly or indirectly:

- a) use any of the Wise Materials for any commercial purpose or otherwise infringe our intellectual property rights;
- b) transfer, sublicense, loan, sell, assign, lease, rent, distribute or grant rights in the Services or the Wise Materials to any person or entity;
- c) remove, obscure, or alter any notice of any of our trademarks, or other Intellectual Property appearing on or contained within the Services or on any Wise Materials;
- d) modify, copy, tamper with or otherwise create derivative works of any software included in the Wise Materials; or
- e) reverse engineer, disassemble, or decompile the Wise Materials or the Services or apply any other process or procedure to derive the source code of any software included in the Wise Materials or as part of the Services.

**25.4 Wise Trademarks.** This is a non-exhaustive list of Wise Trademarks : "WISE", "WISE CARD", "WISE PLATFORM", "WISEPLATFORM", "WISE PAY", "WISEPAY", "WISEBUSINESS", "WISE BUSINESS", "WISETRANSFER", "WISE TRANSFER", "TRANSFERWISE", "BORDERLESS", "MONEY WITHOUT BORDERS" and any other business and service names, logos, signs, graphics, page headers, button icons and/or scripts (each as might be amended from time to time) are all registered or unregistered trademarks or trade dress of

Wise or Wise's licensors in the relevant jurisdictions ("**Wise Trademarks**"). You may not copy, imitate, modify or use Wise Trademarks without our prior written consent. You may use HTML logos provided by us for the purpose of directing web traffic to the Services. You may not alter, modify or change these HTML logos in any way, use them in a manner that mischaracterises Wise or the Services or display them in any manner that implies Wise's sponsorship or endorsement. Further, you may not use Wise Trademarks and trade dress in connection with any product or service that is not Wise's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Wise.

**25.5** All other trademarks, registered trademarks, product names and company names or logos not owned by Wise that appear in Wise Materials or in the Services are or may be the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Wise, and may not be used without permission of the applicable rights holder.

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## **26. Wise App**

**26.1 The App is subject to this Agreement and the App Store and Google Play Rules.** We licence the use of the App to you on the basis of this Agreement and subject to any rules and policies applied by any app store provider or operator whose sites are located at the App Store and on Google Play. We do not sell the App to you. We remain the owners of the App at all times.

**26.2 App updates.** From time to time updates to the App may be issued through App Store or Google Play. Depending on the update, you may not be able to use our Services via the App until you have downloaded the latest version of the App and accepted any new terms.

**26.3 Your right to use the App.** In consideration of you agreeing to abide by the terms of this Agreement, we grant you a non-transferable, non-exclusive licence to use the App on your device subject to this Agreement. We reserve all other rights.

**26.4 App Store terms.** The following provisions apply with respect to your use of any version of the App compatible with the iOS operating system of Apple Inc. ("**Apple**"):

- a) Apple is not a party to this Agreement and does not own and is not responsible for the App.
- b) Apple is not providing any warranty for the App except, if applicable, to refund the purchase price for it.
- c) Apple is not responsible for maintenance or other support services for the App and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the App, including any third-party product liability claims, claims that the App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement.
- d) Any inquiries or complaints relating to the use of the App, including those pertaining to intellectual property rights, must be directed to Wise in accordance with this Agreement.
- e) The licence you have been granted herein is limited to a non-transferable licence to use the App on an Apple-branded product that runs Apple's iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple's App Store Terms of Service. In addition, you must comply with the terms of any third-party agreement applicable to you when using the App, such as your wireless data service agreement.
- f) Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement and, upon your acceptance of the terms and conditions of this Agreement, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary. Notwithstanding this, our right to enter into, rescind or terminate any variation, waiver

or settlement under this Agreement is not subject to the consent of any third party, including Apple.

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## 27. Third Party Materials

**27.1** Certain Website, App or API functionality may contain or provide you access to information, products, services and other materials by third parties ("**Third Party Materials**") or allow for the routing or transmission of such Third Party Materials, including via links.

**27.2** We neither control nor endorse, nor are we responsible for, any Third Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Materials, or any intellectual property rights therein. Certain Third Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in this Agreement shall be deemed to be a representation or warranty by us with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials (in whole or part) through the Website, App or API at any time. In addition, the availability of any Third Party Materials through the Website, App or API does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider.

**27.3** Your use of Third Party Materials is at your own risk and is subject to any additional terms, conditions and policies applicable to such Third Party Materials (such as terms of service or privacy policies of the providers of such Third Party Materials).

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## OTHER LEGAL TERMS

## 28. Unauthorised Transactions

**28.1** Any disputes of transactions on statements of account that were not authorised or incorrectly initiated or not correctly carried out must be notified in writing to Wise Europe SA without delay and in any event within 3 months of being debited or credited, so that Wise Europe SA can verify that the transaction was authenticated, correctly registered and booked and was not affected by a technical failure or other defect.

**28.2** Card holders and/or account holders and Wise Europe SA each accept, insofar as each of them is concerned, that the journal tape or similar data carrier on which all the details regarding each transaction carried out at any ATM or POS terminal, together with the information registered on the microcircuit on the chip, constitutes satisfactory, binding documentary evidence that the transaction was correctly registered and booked and not affected by a technical failure or other defect. Customers may prove the contrary by any means of evidence.

**28.3** You acknowledge that entries recording the use of the card together with the correct PIN will constitute satisfactory proof that relevant transactions were initiated by card holders themselves, using their means of access.

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## 29. Our responsibility for loss or damage

**29.1 Unforeseeable loss or damage.** We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during your sign up process.

**29.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent

misrepresentation. Nothing in this agreement constitutes an exoneration Wise Europe SA from its liability for its wilful misconduct, gross negligence or that of its employees or agents, or, except in circumstances beyond its control, for the non-performance of an obligation that constitutes one of the main performances of the contract.

**29.3 We are not liable for business losses.** To the extent permissible by law, if you use our Services for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity or similar.

**29.4 We are not liable for technological attacks.** We will not be liable for any loss or damage caused by a virus, or other technological issues or attacks or harmful material that may infect your computer equipment, computer programmes, data or other proprietary material related to your use of our Services.

**29.5 We have no control over websites linked to and from our Website.** We assume no responsibility for such Third Party Materials or any loss or damage that may arise from your use of them.

**29.6 Our liability to you for unauthorised payments.** The payer shall bear the loss up to the notification of the unauthorised payment transaction up to an amount not exceeding 50 euros in respect of all unauthorised payment transactions resulting from the use of a lost or stolen payment instrument or from the unauthorised use of a payment instrument. Notwithstanding this, the payer shall not bear any loss if:

- a) the loss, theft or misuse of a payment instrument could not have been detected by the payer before a payment was made, unless the payer himself had acted fraudulently; or
- b) the loss was caused by the acts or omissions of an employee, agent or branch of a payment service provider or of an entity to which the activities were outsourced.

The payer shall bear all losses relating to unauthorised payment transactions if the payer has suffered them as a result of having acted

fraudulently or deliberately or by gross negligence having failed to comply with one or more of his obligations.

Whether or not gross negligence occurred in the given circumstances is up to the courts, whose decision is final. The courts are not bound by Wise Europe SA's stance in the matter. Card holders are nonetheless deemed to recognise the importance of keeping their card safe and secure and using it as set out in this agreement.

If they fail to do so, the card could be improperly used. Wise Europe SA warns the card holders that the following behaviour, inter alia, can lead to claims for which may be held liable:

- a) failing to fulfil their obligations or breaching security requirements, such as keeping the card together with its PIN in a recognisable form (such as written on the card or a document that card holders keep with the card or on themselves);
- b) divulging their PIN to third parties, such as spouses, family members and friends, and allowing the card to be used by third parties;
- c) using the card under conditions that are unsafe, leaving the card unattended (such as at work, in a hotel or vehicle (even if locked) or in any place effectively open to the public (such as a hospital));
- d) failing to immediately report to Wise Europe SA the loss or theft of the card, any entries of unauthorised transactions or errors or irregularities on their statements of account;
- e) failing to have the card stopped immediately after it has been retained by an ATM or payment terminal.

The User will not be liable for any financial losses arising from payment transactions not requiring strong customer authentication or the User to enter a PIN.

However, this arrangement does not apply in the event of fraud on the part of the User, in which case the User will be liable for all losses.

The User will not be liable for any loss attributable to transactions carried out after notification was provided in the way set out above,

except in case of fraud on the part of the User, in which case liability will be borne entirely by the User.

**29.7** You are responsible for checking your Wise Business Account or profile regularly. We rely on you to regularly check the transactions history of your Wise Business Account or profile and to contact Customer Support immediately in case you have any questions or concerns.

**29.8 We are not liable for things which are outside of our control.** We (and our affiliates) cannot be liable for our inability to deliver or delay as a result of things which are outside our control.

**29.9 You are liable if you breach this Agreement or applicable laws.** In the event of loss, claims, costs or expenses (including reasonable legal fees) arising out of your breach of this Agreement, any applicable law or regulation and/or your, or any Authorised User's use of our Services, you agree to defend, compensate us and our affiliates and hold us harmless. This provision will continue after our relationship ends.

**29.10 What happens if you owe us money.** In the event you are liable for any amounts owed to us for whatever reason, we may immediately remove such amounts from your Wise Business Account (if available). If there are insufficient funds in your Wise Business Account to cover your liability or you do not have a Wise Business Account, you agree to repay the outstanding amount to us immediately on demand along with any applicable fees and interest. In the event that you do not repay the outstanding amount, then, without prejudice to any other rights we may have, we reserve the right to collect your debt to us by using any payments received for our Services in the future (such as to fund a Money Transfer or your Wise Business Account), and otherwise you agree to reimburse us through other means. We may also recover amounts you owe us through other collection avenues, including, without limitation, through the use of a debt collection agency. We may recover all reasonable costs or expenses (including reasonable attorneys' fees and expenses) incurred in connection with the enforcement of this Agreement.



**29.11 Disclaimer of Warranty.** The Services are provided “As-Is” “Where Is” and “Where Available” and without any representation or warranty, whether express, implied or statutory. Wise specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. We disclaim all warranties with respect to the Services to the fullest extent permissible under applicable law, including the warranties of merchantability, fitness for a particular purpose, non-infringement and title.

**29.12 Availability of Services.** We will try to make sure our Services are available to you when you need them. However, we do not guarantee that our Services will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of our Service without notice. We will not be liable to you if for any reason our Services are unavailable at any time or for any period.

**29.13 You are responsible for making all arrangements necessary for you to have access to our Services.** If you have granted permission to a third party to access our Services on behalf of a Business, we may refuse access to that third party if we are concerned about unauthorised or fraudulent access by that third party. We will give you notice if we do this, either before or immediately after we refuse access, unless notifying you would be unlawful or compromise our reasonable security measures.

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## **30. Our right to make changes**

**30.1 We may change this Agreement by giving you at least two (2) months’ prior written notice.** This notice will be provided by email and eventually also by displaying a notice in the App or in our Webpage. If we do this, you can terminate this Agreement immediately and without cost by closing your Wise Business Account or profile and ceasing use of our Services during the notice period (see section 7). If we do not hear from you during the notice period, you will be considered as

having accepted the proposed changes and they will apply to you from the effective date specified on the notice.

Changes to this Agreement which are (1) more favourable to you; (2) required by law; or (3) relating to the addition of a new service or extra functionality to the existing Service; or (4) any other change which neither reduces your rights nor increase your responsibilities, will come into effect immediately if they are stated in the change notice. Changes to exchange rates shall come into effect immediately without notice and you shall not have the right to object to such a change.

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## 31. Complaints

**31.1** If you have any complaints about us or our Services, you may contact us following our **customer complaint procedure**. Make sure to reach out to us first. If you're not satisfied with our final response, you can escalate your complaint to the Ombudsfm, North Gate II, Boulevard du Roi Albert II, n°8, bte. 2, 1000 Brussels, Belgium, or at [ombudsman@ombudsfm.be](mailto:ombudsman@ombudsfm.be). You may also contact the Economic Inspectorate of the Federal Public Service Economy, by phone at +32 800 120 33 or e-mail: [info.eco@economie.fgov.be](mailto:info.eco@economie.fgov.be).

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## 32. Other important terms

**32.1 Third Party rights.** This Agreement is between you and us. Except as expressly provided in this agreement, no other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end or make any changes to this Agreement.

**32.2 Assignment.** You may not transfer, assign, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of your rights and obligations under this Agreement (including

the Wise Business Account) without our prior written consent. We reserve the right to transfer, assign or novate this Agreement (including the Wise Business Account) or any right or obligation under this Agreement at any time without your consent. This does not affect your rights to close your Wise Business Account under section 9.

**32.3 Severability.** Each of the clauses of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

**32.4 Enforcement.** Even if we delay in enforcing this Agreement, we can still enforce it later. If we delay in asking you to do certain things or in taking action, it will not prevent us from taking steps against you at a later date.

**32.5 Entire Agreement.** This Agreement supersedes and extinguishes all previous agreements between you and Wise, whether written or oral, relating to its subject matter.

**32.6 Governing law.** This Agreement is governed by Belgian law. Any dispute between you and us in connection with the Services and/or this Agreement shall be brought in the courts of Belgium.

**32.7 Governing language.** This agreement has been drafted in English. You agree that the main language for communications related to this agreement shall be English and that the English language version of this Agreement and any notice or other document relating to it shall prevail if there is a conflict with a translated version.

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