



Credit **BLU**[®]

TERMS AND CONDITIONS

TERMS AND CONDITIONS
FOR ACCESSING AND
USING THE SERVICES AT
[BLU.CREDITBLAUSTEIN.COM](https://blu.creditblaustein.com)

Effective from 1st June 2020

CREDIT BLAUSTEIN

TERMS AND CONDITIONS

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1. DEFINITIONS

- **“Account Holder”** shall mean an authorized individual person or a legal entity indicated in the name on a Transaction Account;
- **“Business Account”** shall mean the Transaction Account created for a legal entity and other business entities;
- **“Business Days”** shall mean any day other than a Saturday or a Sunday or a public or bank holiday in the United Kingdom;
- **“Confidential Information”** shall mean all information that is disclosed in written, oral, electronic, visual or other form by the Account Holder and/or User to Credit BlauStein and by Credit BlauStein to the Account Holder and/or User, which may include, without limitation, documentation, know-how, trade secrets, procedures, ideas, business and financial information, names of employees, directors, shareholders, ultimate beneficial owners and customer or partner information;
- **“Credit BlauStein”** shall mean Credit BlauStein Limited (company number: 09577174) whose registered office is at 288 Bishopsgate, London, EC2M 4QP United Kingdom. Credit BlauStein Limited is authorised by the UK Financial Conduct Authority to conduct Payment Services activities as a Small Payment Institution under the Payment Services Regulations 2017 (Ref: 711869);
- **“Credit BlauStein Website”** shall mean the website available at www.creditblaustein.com where the System can be accessed by the User;
- **“Customer Service”** shall mean our customer service, which you can reach by sending a message through the “Contact Us” facility on the Credit BlauStein Website, by sending e-mail to info@creditblaustein.com;
- **“Electronic Signature”** shall mean an electronic symbol, process or any data in electronic form that is exclusively assigned to the User, adapted by the User with the intent to sign the Payment Order Form and confirm other actions within the System, and is produced with secure means which the User can keep under his sole and exclusive control;
- **“FCA”** shall mean the Financial Conduct Authority of the United Kingdom whose address is 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom, further information on the FCA can be obtained on the FCA’s website at www.fca.org.uk;
- **“Fees”** shall mean the charges payable by you to us for your use of our services, as stated in the Fee Table on Credit BlauStein Website and which may be amended by us from time to time in accordance with this User Agreement;
- **“Fee Table”** shall mean the tables of Fees published on Credit BlauStein Website;
- **“One Time Password”** or **“OTP”** shall mean a unique code used for confirming Payment Orders and other actions within the System;
- **“Online Funding Source”** shall mean the payment method used to fund a Transaction Account. The following payment methods may be used to fund a transaction: Direct Debit, credit card, debit card, PayPal, and many others;

- **"Online Registration Form"** shall mean the form that you must fill in with your e-mail address, desired user name, password and password confirmation, in order to create a User Account.
- **"Payment Order"** shall mean the order to accept or execute incoming payments, or to execute outgoing payments;
- **"Payment Order Form"** shall mean the form to be filled in by the User when initiating an outgoing or incoming payment, and which shall include the Transaction Account ID of the Transaction Account which the funds shall be debited from or credited to, payment method through which the funds shall be sent or received, account details of the intended recipient or sender, transaction amount, currency, description, date of execution or expected date of receipt, and any other additional information;
- **"Personal Account"** shall mean the Transaction Account created for an individual person;
- **"Payment Services"** shall mean any of the online Payment Services offered by Credit BlauStein in accordance with the provisions of Payment Services Regulation 2009;
- **"Privacy Policy"** shall mean the policy of Credit BlauStein governing the processing of personal data which is available on the Credit BlauStein Website, as may be amended from time to time. The Privacy Policy is an integral part of the Credit BlauStein Terms and Conditions;
- **"Prohibited Activities"** shall mean those activities described in Section 13 of this User Agreement;
- **"Recurring Payment Order"** shall mean a scheduled Payment Order that results in a series of payments delivered to the intended recipient at regular intervals per the instructions of the User, and shall continue to be executed until the User cancels it or until the maximum number of payments and/or final payment date that the User specified is reached;
- **"Reserve Payment Destination"** shall mean the bank account or other payment destination where Credit BlauStein can transfer the remaining funds to, in cases where the User did not provide specific orders regarding the remaining funds on the Transaction Account;
- **"Segregated Account"** shall mean a bank account in which your funds are held separate from working capital and other funds of Credit BlauStein;
- **"System"** shall mean the system that enables the User to make use of the Payment Services and to manage the User Account and Transaction Account;
- **"Transaction Account"** shall mean the account that can be created upon request, which allows the User to use the Payment Services of Credit BlauStein, and which can refer to the Personal Account or Business Account;
- **"Transaction Account Form"** shall mean the form that contains the details of the Account Holder, the details of the Transaction Account, the details of the User of the corresponding Transaction Account, and the Reserve Payment Destination. The Transaction Account Form can be of two types: personal in case of a Personal Account and business in case of a Business Account.
- **"Transaction Account ID"** shall mean the unique number given to each Transaction Account;
- **"User"** shall mean the individual person authorized by the Account Holder to access the Payment Services within the limitations indicated by the Account Holder;
- **"User Account"** shall mean the account opened and maintained through the Credit BlauStein Website, and which allows a User to access to the System;
- **"User Account Form"** shall mean the form that contains the personal details of the User, the secret code, and the preferred communication channels, such as E-mail, Skype, Facebook Messenger, Instagram Direct, Viber, WhatsApp, Telegram, iMessage, and SMS;
- **"User Account ID"** shall mean the unique number given to each User Account;
- **"User Account Information"** shall mean any and all of the following pieces of information: User Account ID, the login credentials you use to log in to User Account, secret code, and other information associated to a User Account;
- **"User Agreement"** shall mean this User Agreement, which stipulates the terms and conditions governing your access to and use of the Payment Services offered by Credit BlauStein, published on Credit BlauStein Website and as it may from time to time be amended;
- **"We", "us", "our"** shall mean Credit BlauStein;
- **"You", "your"** shall mean the individual who is authorized to access the Payment Services under this User Agreement, and to whom this User Agreement shall apply.

2. SCOPE OF THE USER AGREEMENT

- 2.1** This User Agreement shall govern the opening, use and closure of a User Account and/or Transaction Account and the use of Payment Services of Credit BlauStein Limited. This User Agreement and our Privacy Policy constitute a legally binding contract between you and us once a User registered for a User Account, and/or gained authorization from the Account Holder to use the Payment Services.
- 2.2** We reserve the right, at our sole discretion, to change, modify or otherwise alter this User Agreement at any time. We will notify you of any changes by sending an e-mail to the primary e-mail address registered with a User Account. We will also post notice of the changes on Credit BlauStein Website where you can view the revised version of the User Agreement. Changes to the User Agreement shall become effective immediately upon the posting thereof. We encourage you to download or print a copy of the User Agreement (including all policies) for your records and future reference.
- 2.3** We also advise you to read the answers to the "Frequently Asked Questions" which are published on Credit BlauStein Website for your further information.
- 2.4** The following documents, as amended from time to time, are incorporated by reference into this User Agreement:
1. Privacy Policy
 2. Disclaimer

3. OPENING A USER ACCOUNT

- 3.1 In order to use our Payment Services, you must first register a User Account on Credit BlauStein Website. By registering for the Payment Services, you must read, agree with and accept all of the terms and conditions contained in this User Agreement and our Privacy Policy. You must have full legal right and capacity to accept the foregoing and be bound by them. This User Agreement and other policies as referred to in Section 2.4 shall apply to you for a period of time when you successfully register a User Account until a User Account is closed, or the authorization from the Account Holder is terminated, and/or until our relationship is terminated for whatever reason.
- 3.2 To create a User Account, you will be asked to fill in the online registration form with your e-mail address, desired user name, password, and password confirmation.
- 3.3 Credit BlauStein shall send you an e-mail with a URL link in order for you to confirm your registration. Upon confirmation of your registration, a User Account shall be created together with a Personal Account, which corresponds to a User Account. A User Account and Personal Account shall have a "Not Identified" status. A User Account and Personal Account with a "Not Identified" status allow a User to use all the functionalities of the System, except for making outgoing transactions.
- 3.4 In order for User Account and Personal Account to have an "Identified" status, you will be required to provide us with your personal details, such as your full name, address, date and place of birth, and nationality, as well as to upload your ID or passport and proof of address on Credit BlauStein Website. Upon receipt and review of your personal details and documents, Credit BlauStein shall change the status of User Account and Personal Account from "Not Identified" to "Identified but Not Verified". A User Account and Personal Account with an "Identified but Not Verified" status allow you to use all the functionalities of the System, including making outgoing payments, but subject to limitations.
- 3.5 In order for User Account and Personal Account to have a "Fully Verified" status, you will be asked to fund a Personal Account with any small amount via your personal credit card or bank account. In case you are unable to fund your account via your personal credit card or bank account, you may contact the Customer Service to find an alternative solution. A User Account and Personal Account with a "Fully Verified" status allow User to use all the functionalities of the System, including making outgoing payments without limitations and opening a Business Account.
- 3.6 When you register online, Credit BlauStein automatically creates a Personal Account for you. You must contact the Customer Service if you wish to have only a Business Account without a Personal Account.
- 3.7 In order to open a Business Account, we will ask you to provide us with the details of the legal entity, such as the company name, company register number, company address, company telephone number, and e-mail address.
- 3.8 In order to identify the legal entity, we will ask you to provide us with the relevant corporate documents of the legal entity, including a notarized and legalized copy of the certificate of incorporation, commercial register extract, memorandum & articles of association, passport or ID and proof of address of the shareholder(s), authorized signatory(ies), director(s), and ultimate beneficial owner(s). In some certain cases, we will ask you to provide us with additional documents.
- 3.9 The identification and verification of a User for the purposes of opening of a User Account and/or identification and verification of an Account Holder for the purposes of opening of a Transaction Account (Personal or Business) can also be completed offline by following the instructions of the Customer Service. You must contact the Customer Service if you wish to complete the identification and verification process offline.

4. USER ACCOUNT AND TRANSACTION ACCOUNT

- 4.1 When you register a User Account with Credit BlauStein, a Transaction Account which corresponds to the User Account is automatically created. A User Account gives a User access to a Transaction Account.
- 4.2 A Transaction Account allows a User to use the Payment Services of Credit BlauStein.
- 4.3 Through a User Account, a User can create multiple Transaction Accounts either for own personal use or on behalf of an Account Holder. A User can create a Transaction Account on behalf of different Account Holders, for example for a legal entity or individual that authorized the User to create such Transaction Account.
- 4.4 A User can have access to multiple Transaction Accounts, provided that the User has the authorisation from the Account Holder to do so. For the avoidance of doubt, a User can access multiple Transaction Accounts belonging to different Account Holders.
- 4.5 An Account Holder may authorise multiple Users to access a specific Transaction Account.

5. SENDING PAYMENTS

- 5.1 A User can initiate outgoing payments by filling in the Payment Order Form with the Transaction Account ID of the Transaction Account from which the funds shall be debited, payment method through which the funds shall be transferred, account details of the intended recipient, transaction amount, currency, description, date of execution and additional conditions. The User must confirm the Payment Order using the OTP or sign with an Electronic Signature. The Payment Order Form shall be

supported by the underlying documentation, such as invoices, contracts and other relevant documents, for compliance purposes.

- 5.2 We reserve the right to carry out necessary money laundering, terrorism financing, fraud or other illegal activity checks before executing a Payment Order.
- 5.3 We shall perform additional review of certain potentially high-risk outgoing payments in the event that Credit BlauStein has reasonable suspicion that User Account and/or Transaction Account is being used in relation to the Prohibited Activities or for other reasons as determined by us in our reasonable discretion.
- 5.4 Subject to the terms of this User Agreement, you agree that we will execute a Payment Order made by a User and debit the funds from the Transaction Account that a User specified to us, and subsequently credit the funds to the account of the intended recipient.
- 5.5 You must ensure that you properly type the account details of the intended recipient of an intended transaction. We shall not be liable for any error you make when entering the account details of the recipient, and/or any other error in a Payment Order.
- 5.6 If the account number of the intended recipient is registered with us, the funds shall be instantly credited to the Transaction Account associated with that account number. Once the funds are credited to the recipient's Transaction Account, the transaction shall be irreversible.
- 5.7 In case of an outgoing payment to an account of a recipient with a payment service provider other than Credit BlauStein, we shall execute a Payment Order according to the instructions of the User. Credit BlauStein shall execute a Payment Order immediately after we have received the completed and signed Payment Order Form together with the supporting documentation, and after we have performed the necessary compliance checks. Once the funds are debited from the Transaction Account, the transaction shall be irreversible.
- 5.8 We shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any loss arising from any delay in the execution of a Payment Order for an outgoing payment, or from unsuccessful execution of a Payment Order for an outgoing payment, due to reasons beyond our control.
- 5.9 In case of failure to complete a Payment Order due to insufficient funds in a Transaction Account or other reasons beyond our control, we reserve the right to charge you a transaction fee and debit the amount from a Transaction Account.
- 5.10 Any Payment Orders for outgoing payments made or received outside the Business Days shall be processed on the next Business Day.
- 5.11 You can make recurring payments by setting up a Recurring Payment Order on the Transaction Account. You can change the details of scheduled payments at any point, such as the end date and amount, by logging into User Account and accessing the relevant Transaction Account and selecting the scheduled payment of which the details you wish to change. If you have not chosen a specific end date or a specific number of payments, then the payment will recur indefinitely. You can also cancel a Recurring Payment Order for future payments by deleting it. You will not be able to cancel payment transactions that have already been credited to the recipient.
- 5.12 You must ensure that you have sufficient funds in a Transaction Account to cover the Payment Order and/or any Recurring Payment Order. The Payment Order and/or any Recurring Payment Order shall not be executed if you do not have sufficient funds in a Transaction Account. We will inform you by e-mail in the case of unsuccessful execution of the Payment Order and/or Recurring Payment Order.

6. RECEIVING FUNDS

- 6.1 The Transaction Account can be funded by making use of the Online Funding Sources. In case of Online Funding, all provisions in this User Agreement in relation to the Payment Order shall apply, and subject to the terms of this User Agreement, you agree that in case of use of the Online Funding Sources, we will debit the funds from an Account Holder's bank account, credit card or any funding source, and subsequently credit the funds to the Transaction Account indicated to us. You must ensure that you provide us with the correct details of the funding source. We shall not be liable for any error you make when providing us with the details of the funding source.
- 6.2 A User can also initiate incoming payments by filling in the Payment Order Form with the Transaction Account ID of the Transaction Account to which the funds shall be credited, payment method through which the funds shall be received, account details of the sender, transaction amount, currency, description, expected date of receipt, and additional conditions. The User must confirm the Payment Order using the OTP or sign with an Electronic Signature. The Payment Order Form shall be supported by the underlying documentation, such as invoices, contracts and other relevant documents, for compliance purposes.
- 6.3 We reserve the right to carry out necessary money laundering, terrorism financing, fraud or other illegal activity checks before authorizing or accepting any incoming payments.

- 6.4 We shall perform additional review of certain potentially high-risk incoming payments in the event that Credit BlauStein has reasonable suspicion that an Account is being used in relation to the Prohibited Activities or for other reasons as determined by us in our reasonable discretion.
- 6.5 In case of failure to complete the incoming payment to your Transaction Account due to any reasons beyond our control, we reserve the right to charge you a transaction fee and debit the amount from your Transaction Account.
- 6.6 We shall not be held liable to and shall not accept any liability, obligation or responsibility whatsoever for any loss arising from any delay in the execution of a Payment Order for an incoming payment, or from unsuccessful execution of a Payment Order for an incoming payment, due to reasons beyond our control.
- 6.7 Any Payment Orders for incoming payments made or received outside the Business Days shall be processed on the next Business Day.

7. SEGREGATED ACCOUNT

- 7.1 Credit BlauStein complies with the safeguarding requirements to offer protections over funds. This ensures that the funds on a User Account and/or Transaction Account are segregated from working capital and other funds of Credit BlauStein.

8. UNAUTHORISED, NON-EXECUTED OR INCORRECTLY EXECUTED TRANSACTIONS

- 8.1 In the event of unauthorised transaction, or a non-executed transaction or transaction that has been incorrectly executed by us, you must notify us without undue delay and in any case no later than 13 months after the debit date, by contacting the Customer Service. Any undue delay in notifying us of such an incorrectly executed payment transaction may result in you being liable for any losses as a result.
- 8.2 You must provide us all the information in your possession with respect to the circumstances of any errors, unauthorised transactions and/or misappropriated or unauthorized use of User Account and/or Transaction Account and take all reasonable steps to assist Credit BlauStein in its investigation. We may deem it necessary to provide third parties with information we consider relevant in such circumstances in accordance with our Privacy Policy.
- 8.3 Subject to Sections 8.1 and 8.4, you shall be entitled to a refund in the amount of an unauthorised transaction or a transaction incorrectly executed by us and, where applicable, restoration of a Transaction Account to the state it would have been in had the authorised or incorrectly executed transaction not taken place. If the incorrectly executed transaction resulted in receiving less funds that you were entitled to, Credit BlauStein shall credit your Transaction Account for the difference. If the incorrectly executed transaction results in you receiving more funds that you were entitled to, Credit BlauStein may debit the extra funds from your Transaction Account.
- 8.4 You shall be liable for all losses incurred in respect of an unauthorized transaction where:
 - 8.4.1 you have provided any of User Account Information to another person so as to enable that person to gain access to User Account and Transaction Account(s) and make transactions;
 - 8.4.2 you have acted fraudulently;
 - 8.4.3 you have deliberately compromised the security of User Account; or
 - 8.4.4 you have with gross negligence failed to comply with your obligations to use User Account and our Payment Services in the manner set out in this User Agreement.
- 8.5 In case of an incorrectly executed Payment Order, we will conduct an investigation and notify you of the outcome. You shall be entitled to a refund only in cases where we have sufficient proof that the error is from our side.

9. MAINTAINING YOUR ACCOUNT

- 9.1 You must ensure that the information recorded on User Account Form and Transaction Account Form is always accurate and up-to-date. Credit BlauStein shall not be liable for any loss arising out of your failure to do so. We may from time to time request you to confirm the accuracy of your information by providing us with relevant documents or other evidence.
- 9.2 The details of executed payment transactions and other information relating to the payment transactions, including the fees charged, can be found in the online transaction history and account statement of the relevant Transaction Account. Each transaction is given a unique transaction number and is displayed in the transaction history. This unique transaction number identifies your transaction and must therefore be quoted together with the Transaction Account ID when communicating with us about a particular transaction.

10. KEEPING YOUR ACCOUNT SAFE

- 10.1 To keep a User Account and a Transaction Account safe, you agree to not engage in any of the Prohibited Activities described in Section 13 of this User Agreement.
- 10.2 You must take all reasonable steps to keep a User Account and/or Transaction Account information safe at all times and never discloses it to anyone. We advise you to change your password regularly (at least every three (3) months) in order to minimize the risk of a security breach in connection with a User Account and/or Transaction Account. You must also refrain from using any functionality that saves or stores your password or PIN on any mobile device.
- 10.3 You must ensure that you are logged-out of all payment-relevant applications in your device when you do not use it to access the Payment Services.
- 10.4 We encourage you to avoid, to the extent possible, sharing your device with others or using your device through unsecured public internet connections, such as in typical public "free-Wi-Fi" areas.
- 10.5 We strongly recommend that you check your online transactions history or account statement regularly. If you have any indication, suspicion or any reason to believe that any of the following activities have occurred: (i) there has been an unauthorised transaction sent from a User Account and/or Transaction Account; (ii) your login details, password or other security feature being lost, stolen, misappropriated, used without authorisation or otherwise compromised, or (iii) there has been unauthorized access to a User Account and/or Transaction Account, you must notify Credit BlauStein by contacting the Customer Service without undue delay.
- 10.6 You must notify us by contacting the Customer Service without undue delay on becoming aware or if you have any reason to believe that an error has occurred on a User Account and/or Transaction Account, that there has been a misappropriation, unauthorised transaction, or unauthorised use of any device you have used to access User Account and/or Transaction Account.
- 10.7 You must take all reasonable steps to protect the security of any electronic device through which you access the User Account and/or Transaction Account. In the event that you lose your device, you must inform us immediately.
- 10.8 You must notify us immediately of any change of your contact details, such as your telephone number and e-mail address. You must take all reasonable care to ensure that your e-mail account(s) are secure. In the event that any of the e-mail addresses registered with User Account and/or Transaction Account is compromised, you must contact without undue delay Customer Service. You are also advised to contact your e-mail service provider.

11. CLOSING YOUR ACCOUNT

- 11.1 You may close a User Account at any time by contacting Customer Service or by logging into User Account.
- 11.2 You may close a Transaction Account at any time by contacting Customer Service or by logging into User Account, Transactions and fees for transactions undertaken before you close a Transaction Account (including those that have been initiated but not completed before the closure of a Transaction Account) will not be refunded. We recommend that you visit the "Frequently Asked Questions" on our website to find out more about closing a Transaction Account.
- 11.3 You acknowledge and agree that Credit BlauStein shall be entitled to close User Account and/or Transaction Account in the event of your breach of this User Agreement. Subject to the provisions of Section 12, we shall provide you within 7 (seven) business days with notice of account closure and to the extent possible, the reasons for closing User Account and/or Transaction Account.
- 11.4 We reserve the right to carry out any necessary money laundering, terrorism financing, fraud or other illegal activity checks before authorizing any outgoing payment of the remaining funds from a Transaction Account prior to closing User Account and Transaction Account.

12. TERMINATION AND SUSPENSION

- 12.1 We may suspend or terminate your access to our Payment Services immediately, without prior notice or liability if there are valid grounds. Valid grounds are assumed under, but not limited to the following circumstances:
 - 12.1.1 You breach any condition of this User Agreement;
 - 12.1.2 We have the reasonable suspicion that you are indirectly or directly involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity;
 - 12.1.3 You violate or Credit BlauStein has a reasonable belief that you are in violation of any law or regulation that is applicable to your use of our Payment Services;
 - 12.1.4 We reasonably believe that User Account and/or Transaction Account has been compromised or for other security reasons;

- 12.1.5 We have reasonable suspicion that the User Account and/or Transaction Account has been used or is being used fraudulently; and we shall notify you either prior to the suspension or, if prior notification is not possible under the circumstances, promptly after the suspension unless we are prohibited by law to notify you; or
 - 12.1.6 You fail to make available to Credit BlauStein the information and documentation required under this User Agreement, or as required from time to time by Credit BlauStein to be able to provide the Payment Services either when required or in a form acceptable to Credit BlauStein.
- 12.2 Upon suspension of the access, the Credit BlauStein has a right to unilaterally deactivate the User Account until the reasons for such suspension have not been removed.
- 12.3 In case the reasons of such suspension are not removed within a reasonable period of time, Credit BlauStein has a right to unilaterally terminate this Agreement and provision of any Services. Upon termination, your right to access our Payment Services shall immediately cease. The User Account and/or Transaction Account with us shall be closed in accordance with the Section 11 of this User Agreement.

13. PROHIBITED ACTIVITIES

13.1 In connection with your use of our Payment Services, User Account and/or Transaction Account, or of the Credit BlauStein Website, you shall not:

- Engage in transactions involving:
 1. Narcotics, steroids, drugs or other controlled substances.
 2. Drug paraphernalia.
 3. Prescription drugs.
 4. Items that promote or facilitate illegal activity.
 5. Stolen goods.
 6. Items or services that directly or indirectly promote or facilitate social, racial, religious, or ethnic strife; discrimination, hate, violence, revenge, harassment or racial intolerance.
 7. Items that are considered obscene.
 8. Ammunition, firearms or other weapons that require licensing, defence products, replicas of firearms or cold steel weapons.
 9. Sale of personal information or personal data suitable for undertaking illegal activities (spam e-mails, etc.).
 10. Identification documents and government issued documents (including falsified documents) and other activities involving the creation or obtaining false identification documents or counterfeit government issued documents.
 11. Information that violates a person's privacy, infringing upon the honour, dignity and business reputation of individuals and legal entities.
 12. Items or services that violate the norms of public morality (including, but not limited to, prostitution, illegal escort services, child pornography, and Nazi memorabilia items).
 13. Any equipment used to organize and conduct gambling.
 14. Unlicensed or illegal lotteries or gambling services.
 15. Unregistered charity services items which directly or indirectly encourage or facilitate illegal activities.
 16. Extortion or blackmail.
 17. Devices used for hacking and tampering with locks.
 18. Malicious software.
 19. Fake or counterfeit goods.
 20. Financial or payment instruments whose accounting systems do not ensure proper identification of the owner for the purpose of combating illegal trade, financial fraud, and money laundering of funds obtained by illegal means.
 21. Dangerous goods, including, but not limited to, those that contain explosive, toxic, poisonous, and/or radioactive materials.
- Provide false, inaccurate or misleading information;
- Act in a manner that is obscene, defamatory, libellous, unlawfully threatening or unlawfully harassing;
- Send or receive fraudulent or unauthorised funds;
- Infringe Credit BlauStein's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- Carry on your business or use the Payment Services in such a manner that results in or may result in complaints, disputes, claims, reversals, fees, fines, chargebacks, penalties and other liability to Credit BlauStein or a third party;
- Use User Account, Transaction Account or the Payment Services in a manner that Credit BlauStein, credit card issuers, or our bank acquirer consider to be an abuse of the credit card system or a violation of credit card association rules;
- Undertake activity that does or may present to us a credit or fraud risk, a sudden increase in exposure, or a significant or otherwise detrimental level exposure;
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- Facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;
- Use any robot, spider, other automatic device, or manual process to monitor or copy our Website without our written consent;
- Use the Payment Services to test credit card behaviours; or

- Allow your use of the Payment Services to present to Credit BlauStein a risk of non-compliance with Credit BlauStein's anti-money laundering, counter terrorist financing and similar regulatory obligations.

13.2 You acknowledge and agree that engaging or attempting to engage in the above Prohibited Activities may lead to temporary suspension or termination of User Account and/or Transaction Account.

13.3 We reserve the right, at our sole discretion, to amend this section in order to add categories of Prohibited Activities. We also reserve the right to report the transaction to the relevant law enforcement agency and/or claim damages from you.

14 LIABILITY AND WARRANTIES

14.1 Credit BlauStein shall not be liable for any damage or loss or delay or failure in the transmission, receipt or execution of Payment Orders, payments, deliveries or information due to events beyond its control, such as political unrest, declared or undeclared war, fire, natural disaster or loss of internet connection that may affect operations or services.

14.2 You warrant that all information and documents provided in connection with the opening of the User Account and/or Transaction Account are true and correct.

14.3 You acknowledge that Credit BlauStein relies on the correctness of these warranties in approving your registration and continues to rely on these warranties in our future interactions with you.

14.4 Credit BlauStein shall not be liable for any loss arising out your failure to provide correct information at the time of opening User Account and/or Transaction Account or at any time after that.

14.5 You warrant that you are not violating any law or regulation by your use of the Payment Services and you indemnify Credit BlauStein for any and all liability that might arise from your use of any of the Payment Services.

14.6 You agree to release, indemnify, and hold Credit BlauStein harmless against any claim brought against Credit BlauStein by a third party resulting from your use of the Payment Services in respect of all losses, actions, proceedings, claims, damages, expenses or liabilities, whatsoever suffered and howsoever incurred, by Credit BlauStein in consequence of your non observance or breach of this User Agreement.

15 COMPLAINTS

15.1 Any complaints about us or our Payment Services should be addressed to us in the first instance by contacting the Customer Service. You must clearly indicate that you are wishing to make a complaint to us and explain the nature of any issue or complaint.

15.2 We endeavor to help you resolve or investigate your complaints immediately. Should this not be possible due to unforeseen circumstances or lack of information, we will document the complete details of your complaint and arrange for you to be contacted by an appropriate staff.

15.3 In the event that your complaints cannot be resolved by front-line staff, we will refer your complaints to senior staff for investigation, resolution and any other appropriate action.

15.4 If your complaint is not resolved to your satisfaction, you may request a review of your complaint from the UK's Financial Ombudsman Service. You may contact the Ombudsman Service at Exchange Tower, London, E14 9SR. United Kingdom. For additional contact details you may visit the website at www.financial-ombudsman.org.uk.

16 FEES

16.1 We will charge you the Fees which will be calculated pursuant to the Fee Table linked to and incorporated into this User Agreement by reference. You authorise us to debit from a Transaction Account any applicable Fees at the time of the execution of a transaction. We may also charge you certain administration Fees, including, but not limited to, reprocessing charges in case of insufficient Transaction Account balance. Our Fees are either expressed as a percentage of the transaction and/or as a fixed amount in EUR and you agree that we may debit by way of set-off from a Transaction Account any Fees, charges or other amounts owing to us and payable by you in connection with the Payment Services.

16.2 We reserve the right to change the Fees from time to time, at our sole discretion, which will be implemented in accordance with Section 2.2. Updates will be indicated on the Fees page of our Website and we will notify you by e-mail in advance of the effective date of such changes. Changes and amendments shall come into effect from the day that such changes and amendments are published on the Website. By continuing to use our Payment Services after the fee increase, you accept all changes in the Fees.

17 CONFIDENTIALITY

17.1 We reserve the right to disclose any Confidential Information in situations where Credit BlauStein deems such information disclosure reasonable and appropriate to investigate, prevent, or take measures against unlawful activities, suspected fraudulent activities, potential threat to any person's physical security, other illegal activities, or if we are required by law.