

Privacy Policy

This Privacy Policy rules the User's ("Client") use of products, services, technology, and content, offered by Sureswipe E.M.I PLC (or "the Company") under the tradename/brand REVSTO through its platform, website and any other feature that collectively constitute the Company services offering. It also governs without limitation the provision and use of the User's personal data and information in relation to the provided services.

As a User, by entering into an agreement with the Company, setup your account, access or use any of the services, you accept and consent to this Privacy Policy, and by doing so you consent to the use and disclosure of your personal information by The Company as provided for herein.

Definitions

"Controller" shall mean Sureswipe E.M.I PLC;

"Personal Data" or "Information" shall mean any information relating to an identified or identifiable User including legal persons such as Merchant entities and which will be provided in relation to receiving the Company services. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity;

"Personal Data Filing System" or "Filing System" shall mean the Company system where the personal data of the User is stored;

"Policy Update" shall mean any notice given to the User in relation to policy changes prior to them taking effect;

"Processing of Personal Data" or "Processing" shall mean any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;

"Processor" shall mean a natural or legal person, public authority, agency or any other body which processes personal data on behalf of The Company;

"Third Party" shall mean any natural or legal person, public authority, agency or any other body other than the User, The Company, and the persons who, under the direct authority of The Company, are authorized to process the data;

"Recipient" shall mean a natural or legal person, public authority, agency or any other body to whom data are disclosed, whether a third party or not; however, authorities which may receive data in the framework of a particular inquiry shall not be regarded as recipients;

"the User's Consent" shall mean any freely given specific and informed indication of his wishes by which the User signifies his agreement to personal data relating to him being processed.

Overview

As the data controller, the Company will use the information provided strictly in accordance with the terms of this Privacy Policy.

The Company will not sell, lease, or otherwise distribute any of the User's information to third parties for marketing purposes unless the User explicitly consents to such sale, lease or distribution. This does not preclude the Company from providing third parties such information that may be needed to enhance the User experience or to simply offer certain services to the User, and in such instances the Company will take every commercially reasonable precaution to safeguard the interests of the User from any misuse of his personal data by the third party. Information to third parties will be provided under strict restrictions as those are described in sections [Information Sharing](#) of this policy.

The Privacy Policy may be amended from time to time at the Company's sole discretion and as required by applicable laws and regulation. The amended version of the Privacy Policy will be posted on the Company website and will be deemed as received by all Users. A notice for Policy updates will be given to all Users either by posting such notice in an accessible area on the Company website and/or by sending an email notice to all Users. The notice period will be 30 calendar days prior to the changes taking effect unless there are legal grounds that require otherwise. All future changes to this Privacy Policy will be incorporated by reference into this Privacy Policy and will take effect as specified. Do not register for any of the Company services if you are in disagreement with this Privacy Policy, and if you are an existing User and disagree with the amended terms of the Privacy Policy and wish to close your account you can do so with no charge.

This Privacy Policy does not cover any third party websites whose access and use is governed by their own privacy policies. The Company may provide links to such websites and the User acknowledges that the provision of such links for access to such third party websites, do not make the Company responsible for their operations and use of personal information practices. The Company strongly recommends to its Users to carefully review the privacy policies of such third party websites prior to submitting any personal information.

Persons under the age of 18 are not eligible to use the Company services and our asked not to provide any personal information and to refrain from the process of registering with The Company.

This Privacy Policy governs the use of the Company services and should not be construed as a "framework contract" for the purpose of the EU Payment Services Directive (2007/64/EC) or any implementation of that directive in the European Union or EEA. The Client Agreement with its Annexes and any other relevant document collectively constitute "a framework contract".

Collection of Information

1. **Account opening information:** The Company requires Users to provide certain verifiable information during the registration process for a framework contract which include:
 - a. Full name (including middle name if applicable);

- b. Personal mobile phone number;
 - c. Email;
 - d. Password (and confirmation);
 - e. A secret word that will identify one user from another user;
 - f. Country of residence and residential address;
 - g. Gender; and
 - h. Date of birth.
2. **Additional Client and Transaction Information:** For certain high value transactions, or for high overall transaction volumes performed through the User's Company account, or as is otherwise required for the Company to be compliant with its anti-money laundering obligations under European law, the Company will require additional identification information and for legal entities commercial information.

In order to offer its services, the Company may collect and store sign on data from the device the Client uses to enroll or to access their account that may uniquely identify the device (such as device ID), as well the device's geographical location (and by extension its User). Such information may be collected irrespective of the type of device used or the connectivity method (wired or wireless, Wi-Fi or mobile). The Company will collect Client IP information and other information that will assist it in detecting potentially unauthorized transactions in an effort to protect client interests.

The Company will also ask the Client to provide information relevant to the transaction when sending or asking to receive money from another party. Such information will include a description of the transaction and the amount. When sending money to another Company client, the Client will be asked to provide additional personal information of the receiving client in order to verify the recipient and the sending client may be asked to provide additional personal data to the recipient for the recipient to be able to identify the sender and accept the transaction.

Client provided information may be verified with third party providers such as but not limited to payment processors as a measure to enhance the Users' protection. Such verification may involve the receipt and processing of information that will verify the Client's identity. Where a legal entity (merchant or user) is involved with limited operational history, and/or in cases of high value transactions or overall high volume transactions, the Company will conduct enhanced due diligence that will involve background checks (including credit and judicial) of the legal entity to ascertain its business operations status. Such background checks may also include the legal entity's ultimate beneficial owner(s) as well as its directors (as the law of the jurisdiction may permit). The Company may also elect to collect information that is publicly available over the internet or through social media platforms, in an attempt to create a more holistic profile of the merchant's business that may include but not be limited to market positioning, reputation, target market and customer base. The profile will be used to confirm the transaction volume and size.

The Company may use a variety of information sources that do not violate any personal information privacy rules, in its merchant assessment process. It may also request additional

information from Clients if it is unable to verify their identity with the personal data in hand, or if the Client requests to redeem the e-money to an account other than the funding source accounts it provided when entering into the Agreement with The Company.

The Company will also collect information that relates to the Client's Company website access and includes but is not limited to visiting and leaving the website, the Company website page browsing history, the Client's IP address of where the website was accessed, the time that was accessed and any other websites visited through links on the Company's website. The Company will also use small data files such as cookies, and place them on the Client's device in an effort to enhance and personalize the Client experience, as well as to strengthen the security measures taken to protect the Client's account by mitigating the risk of fraud. The Company has developed its own Cookie Policy that can be accessed via the Company website by all visitors (both registered users and guests). All Company website visitors have the right to accept or decline the Cookie Policy. The Company cannot guarantee that the browsing of its website and/or the access to the Company services will be seamless and problem free if the Cookie Policy is declined.

All communication between the Client and the Company will be recorded and retained for reference purposes when and if required by the Company or the regulatory authority that supervises the operations. In cases where personal information may be collected with the use of optional collection methods such as survey questionnaires and special offers for the creation of a demographic profile and/or assessment of Client specific interests, the Company will inform you how the information may be used before the Client decides to participate.

All information procured during the account opening process, including the information used for verification of the information, the device specific and location information collected during the accessing of the website and the Client's account, the information relating to the payment and commercial transactions as well as any Client reports or statements generated, the Client account preferences and any correspondence between the Client and the Company will constitute the Account Information that relate to the Client for the purposes of this Privacy Policy.

Information Use

Information collected from Clients (including Merchants) are primarily used for the provision of the Company services in a manner that the Company deems fit to enhance the Client experience by making it safer, more targeted, efficient and effective. Information collected is stored and backed up at servers hosted in the European Economic Area (EEA) in accordance to European data protection laws, while it is being processed locally at the various Company facilities (unless the jurisdictional laws provide otherwise).

The Client acknowledges and agrees that personal information provided for the Company service (in the beginning and during the course of the relationship), can be used by the Company to predominantly:

- a. Verify the Client's identity (including for user confirmation, for password reset, to raise the limit of the account)
- b. Provide the Company services and customer service support
- c. Improve the Client experience and provide for targeted promotional campaigns where such programs apply
- d. Collect fees and deal with dispute resolution
- e. Monitor risk and deter/prevent/detect fraudulent and other prohibited activities that violate the terms of the Company agreement

The Company communicates with its clients regularly through direct email communication and through general announcements/postings on its website. It also reaches Clients via telephone for even more direct communication for a variety of reasons including but not limited to:

- a. Client problem resolution
- b. Respond to Client customer support requests
- c. Confirm the identity of the account user or to inform the Client of potentially illicit use
- d. Investigate suspicious transactions
- e. Conduct surveys and quality of service checks

The Company will contact the Client via email to confirm account opening, to send transaction confirmation notices as well as service notices, including product and service changes, changes in the terms and conditions of the Agreement as well as regulatory disclosures and information required by applicable law. These email notifications are compulsory and the Client has no option to stop receiving them.

The Company will also send other email notifications which are of a promotional or general information nature, such as news and third party promotions, and are therefore not compulsory giving Clients the option to stop receiving them. The option to receive or stop such email communication can be managed through the Client's online account interface, or alternatively by contacting one of the Company's representatives and asking them to opt-out of such email service. SMS may also be used as an alternative to email and in such instances it should be deemed as if the communication was by email and treated in the same manner.

Information may also be provided to the Company auditors who may request such information in the course of reconciliation exercises and for the purpose of contacting clients to confirm the accuracy of the Company's records.

Information Sharing

Information collected from the Client as a registered user of the Company's services and in relation to send and receive transactions, will be made available to other Company Clients (including merchants) in the course of either sending or receiving payments. For merchant Clients, the Company will also show URL information as well as other merchant contact information provided. This information as well as potentially additional information may be shared with third parties when the Company service is accessed through the third parties' interface. For purchase transactions, the Company may provide the seller with the Client's

delivery address for order fulfillment and delivery purposes, and the buyer with the return address of the seller in case the goods have to be returned.

In offering the services, the Company works with third parties (including merchants) to facilitate payment to and from Clients. The third parties may provide Information such as phone number and email to the Company when the Client tries to send to or receive from the third parties a payment. The Company uses such information to notify you that a payment was made to you by the third party, or to confirm that you requested the payment to the third party. The Company will validate the Client if such validation is requested by the third party. The Company will not be responsible for privacy of information issues that relate to the use of third party services by a Client who has entered into a contract with the third party, and the Client acknowledges and agrees that the third party may have its own privacy policy that will be enforced for the purposes of that contractual relationship (between the Client and the third party). The same treatment will also apply to information that the Client provides in the course of opening a Company account through the website or other interface of a third party, where the information provided will be shared between the Company and the third party, and this information will be bound by the third party's privacy policy.

The Client acknowledges and agrees that acceptance of this Privacy Policy grants the Company the Client's consent to transfer personal data to another Company Client who may be located outside the EEA (in a jurisdiction that may afford less privacy), every time the Client makes a payment or attempts to make a payment to such non EEA Company Client, as a requirement to process, execute, and provide payment specific information.

In order to offer the services, the Company deals with third party service providers (either to outsource important functions or to enhance the quality of the service. In the course of these arrangements, the Company may disclose Client data to such third party service providers so that they can provide the services they were engaged to provide.

The Company will not share the personal information with third parties for marketing purposes for a fee (sale or lease) unless the Client provides explicit consent to do so. Any disclosures of such information will only be provided in line with the provisions of this Privacy Policy. Further, by accepting this Privacy Policy, the Client consents that the Company can and will do as if directed by the Client:

- a. Reveal to regulatory authorities, competent governmental authorities and agencies (other than tax authorities), law enforcement agencies, intergovernmental or supranational bodies, and other third parties with the requisite authority to request such information;
- b. Reveal information in response to criminal or civil legal process as requested by the competent courts of the relevant jurisdiction and as permitted under Cyprus Laws;
- c. Disclose information that is essential to auditors, payment processors, commercial partners, operational partners, support services partners including marketing and public relations providers, and the Company affiliates for the complete provision of the Company services to the Clients;
- d. Provide information to the Client's authorized representative;

- e. Provide information for statistical purposes that do not include personal identification information but are of rather aggregate nature;

Control of information

Should the Company be acquired by or merged with another entity in the future, the Client consents to the possession and use of this information by the successor entity and that the Privacy Policy will be binding upon the entity unless it is amended in which case it will be bound by the updated Privacy Policy.

The Company intends to maintain the data residency within the EEA and will try to ensure that any information or personal data that has to be exported out of the EEA as a result of any above-mentioned reasons, will be appropriately protected.

Use of information by client

The Company services enable transactions between users in a variety of ways. To enable such transactions, the Company grants its Clients (including merchants) limited access to certain contact and delivery/return information. Such information may include User ID, email address, and a physical address where the goods or services can be delivered (or returned in the case of the Buyer). By accepting this limited access provided by the Company, the Client agrees that he/she/it will only use such personal information obtained through the Company for:

- a. The Company service related communication;
- b. For additional services that relate to the Company services (such a fraud complaint handling, delivery issues, merchandise insurance, etc.);
- c. For any other solicited service that the Client has given his/her/its consent to receive it.

The Company will not assume any responsibility for the use of such personal data provided under point (c) above, and the Client acknowledges and agrees that when such information is given, the Client should be provided with the ability to remove any such data from the database of the recipient in line with EU regulations as well as be granted the ability to review and change any information the recipient collected. The Company does not tolerate unsolicited and mass marketing campaigns and encourages its Clients not to promote/use such practices.

Security of Information

Security of Client information is of outmost importance to the Company, which has adopted commercially reasonable standards to ensure that the personal information is protected. The Company uses a range of safeguards to insulate information from unauthorized access. Technology barriers include data encryption tools, and a combination of NGFW, GIPS and AMT technologies as a fence against potential intruders.

Of course, the Company needs its Clients' contribution to achieve the high level of security and protection it aspires to reach. Without the Client's password protection, intrusion measures are only that much effective, and the Company asks its Clients to protect their password and not divulge or expose such information to anyone. The Company representatives will never ask you for your password and neither will any email communication received from the Company ever ask you to enter or provide such password information. Any email received requesting such

information should be treated as suspicious and unauthorized. The Company would like to be informed of such unauthorized emails and asks its Clients to forward such emails to customer support at support@oropay.com and then disregard and delete them.

Where a Client provides a third person with the password to access the account, the Client acknowledges that the account is at risk and takes full responsibility for any actions the third party takes when accessing the account. If a Client believes that such access was never granted intentionally, and that the third party obtained unauthorized access to the account, the Company asks the Client to change the password immediately and contact the Company Support. If the Client is unable to change password by accessing your account, he/she can immediately contact the Company support, inform them of the inability, and have one of the customer support staff reset the password.

Information Access

By accessing their account via the Company website (or other available Company application), Clients have the ability to review and make changes to their personal information updating their profile and changing their preferences. The information provided will be kept by the Company for a period of five years after a Client decides to close the account for regulatory purposes. The Company will not use this information after closure of the Client's account in any way related to its services, but will only use it as necessary to assist with any law enforcement investigation, to honor any court sanctioned warrant, and for the prevention of any fraudulent action.

The Company responsibility

Clients who wish to know more about the Company Privacy Policy and receive information on how they can access their personal information as well as ask any specific questions in relation to this Privacy Policy, are encouraged to contact the Customer Service desk (by phone or website chat) where one of the representatives will be happy to address their inquiries.