

**NOE**

YOUR MONEY. YOUR WORLD

**WHITE PAPER**

# INFOS

NOE is a registered company in Estonia, with the Registration Number 16590044 and the address of the head office is Harju maakond, Tallinn, Kesklinna linnaosa, Tuukri tn 19-315,10120

 <https://t.me/noecryptobankchat>

 <https://twitter.com/noecryptobank>

 [NOE BANK - Medium](#)

 <https://noe-bank.com>

 [NOE CRYPTO BANK - YouTube](#)

 [commercial@noe-global.com](mailto:commercial@noe-global.com)

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# EXECUTIVE SUMMARY

## OUR MISSION

Our main objective is quite simple: Offering a fully compliant digital banking tool to the 1.7 billion unbanked people in the world. Offering an ALL FINANCE IN ONE APP solution in more than 180 countries.

## OUR PRODUCT

NOE PLATFORM is one of the first membership financial platform offering crypto services and a fully compliant digital banking model at a global scale. NOE PLATFORM provides to its customers a debit card program powered by MasterCard in more than 180 countries, IBAN for Global Transfers, 5 FIAT currencies, crypto currency trading in a custodial wallet, concierge service 24/7, hotel booking and instant rewards.  
A ONE-TOUCH ACCESS TO ALL FINANCE

## OUR VISION

We understood the imperative necessity to bridge the gap between the traditional finance and crypto finance. We will fix the lack of crypto solutions in usual digital banking platforms, reduce the fees on cryptocurrency and FIAT trading and giving the possibility in 180 countries to buy, sell, send, receive, spend and exchange all their financial assets anywhere and anytime.

## OUR BUSINESS MODEL

We built a highly scalable business model that will make us reach an ARR up to 3,2M€ after the first 15 months of activity. Our revenue stream hold on 2 pillars: Centralized Finance (CeFi) and Decentralized Finance (DeFi). A strong marketing strategy will link all our offers and features. This business model will help us to deliver a banking infrastructure powered by crypto solutions in 180 countries.

## OUR COMPETITIVE ADVANTAGES

Thanks to our viral features, an easy-to-use platform and our marketing strategy, our USPs such as our cashback program up to 8%, our concierge service 24/7, our hotel booking service and our instant rewards program will make us grow organically in start-up communities, worldwide tech cities and crypto communities. Our competitive advantages are based on our flagship features :

- Fast KYC process
- FCA Regulated platform
- Global IBAN & SWIFT transfers
- Global reach
- Multi-currency accounts
- Concierge Service 24/7
- Hotel booking and instant rewards

All those features will make NOE PLATFORM solving the full pain cycle of a millennial customer that aims to have a ONE-TOUCH ACCESS TO ALL FINANCE.

## OUR TEAM

Audrey Giner & Hedi Mesme have a strong experience in the blockchain and crypto world. Combined with their international experience in the luxury industry for more than 10 years, they will be able to hire the right people at the right place and lead the time to execute the short, medium and long term plan in the right timing. They also are at the initiative of this scalable business model that will make the team focus on commercial and marketing, while letting professionals of finance managing the daily technical banking tasks.

## FINANCIAL CONSIDERATIONS

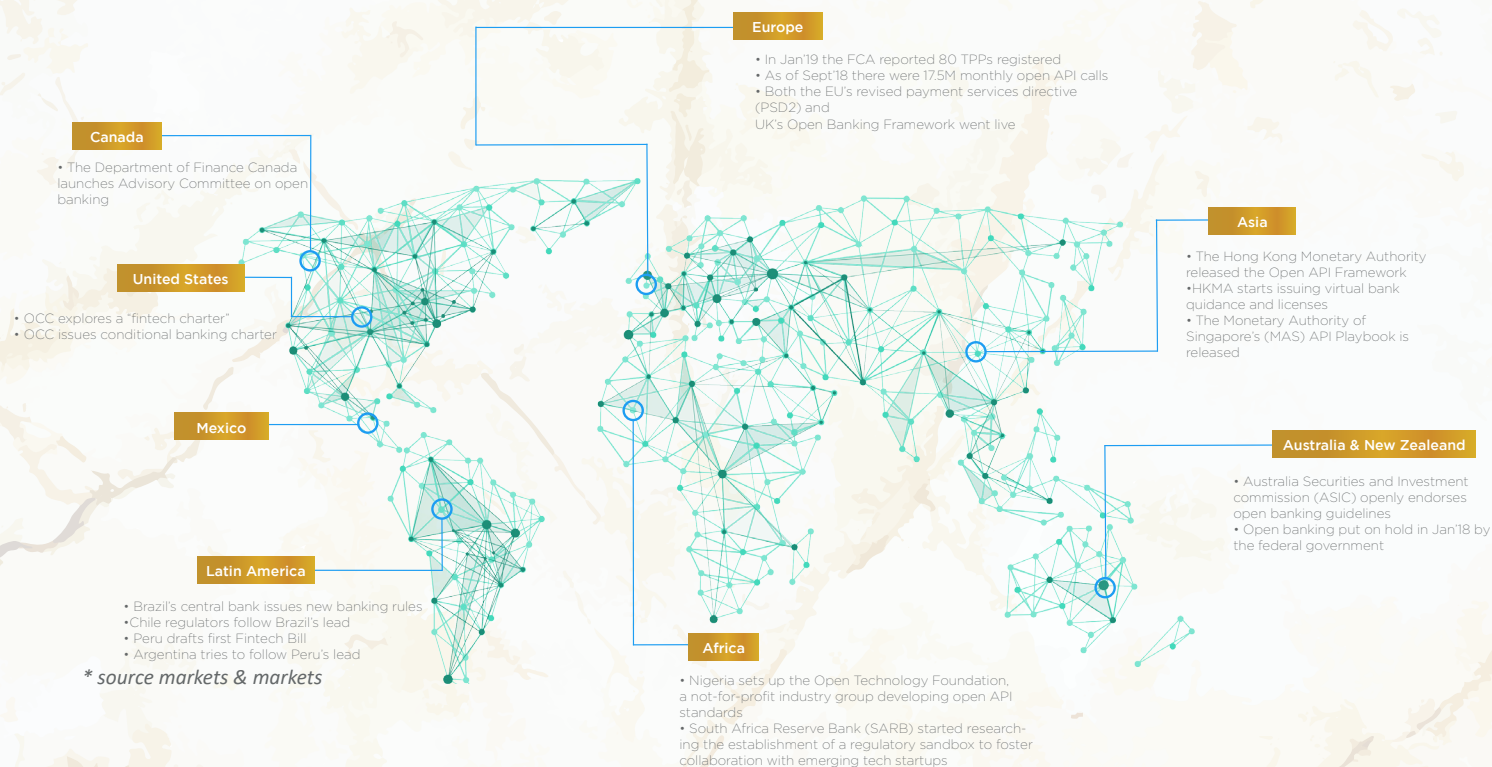
Even with keeping conservative projections, our Annual Recurring Revenue is planned to reach 3,2M€ during the first 15 months of activity. To make it happen, we need to raise 900,000€ against 15% of the capital for a post money valuation at 6 million euros. Once we'll reach 2M€ ARR, that will open the door for us to go on a SERIES A round of fund raising. According to our forecast, an early investor in this SEED round can expect a multiple of X 6 minimum after having implemented our model to go on the second round of fund raising.

# MARKET SIZE

The global Digital Banking Platforms Market size is expected to grow from USD \$8.2 billion in 2021 to USD 13.9 billion by 2026, at a Compound Annual Growth Rate (CAGR) of 11.3% during the forecast period. The COVID-19 impact has led to more usage of banking components because remote working and social distancing have helped digital banking gain a huge customer base.

The digital banking platforms market is gaining traction due to growing demand among banks for delivering enhanced customer experience and increasing adoption of cloud-based solutions by financial institutions

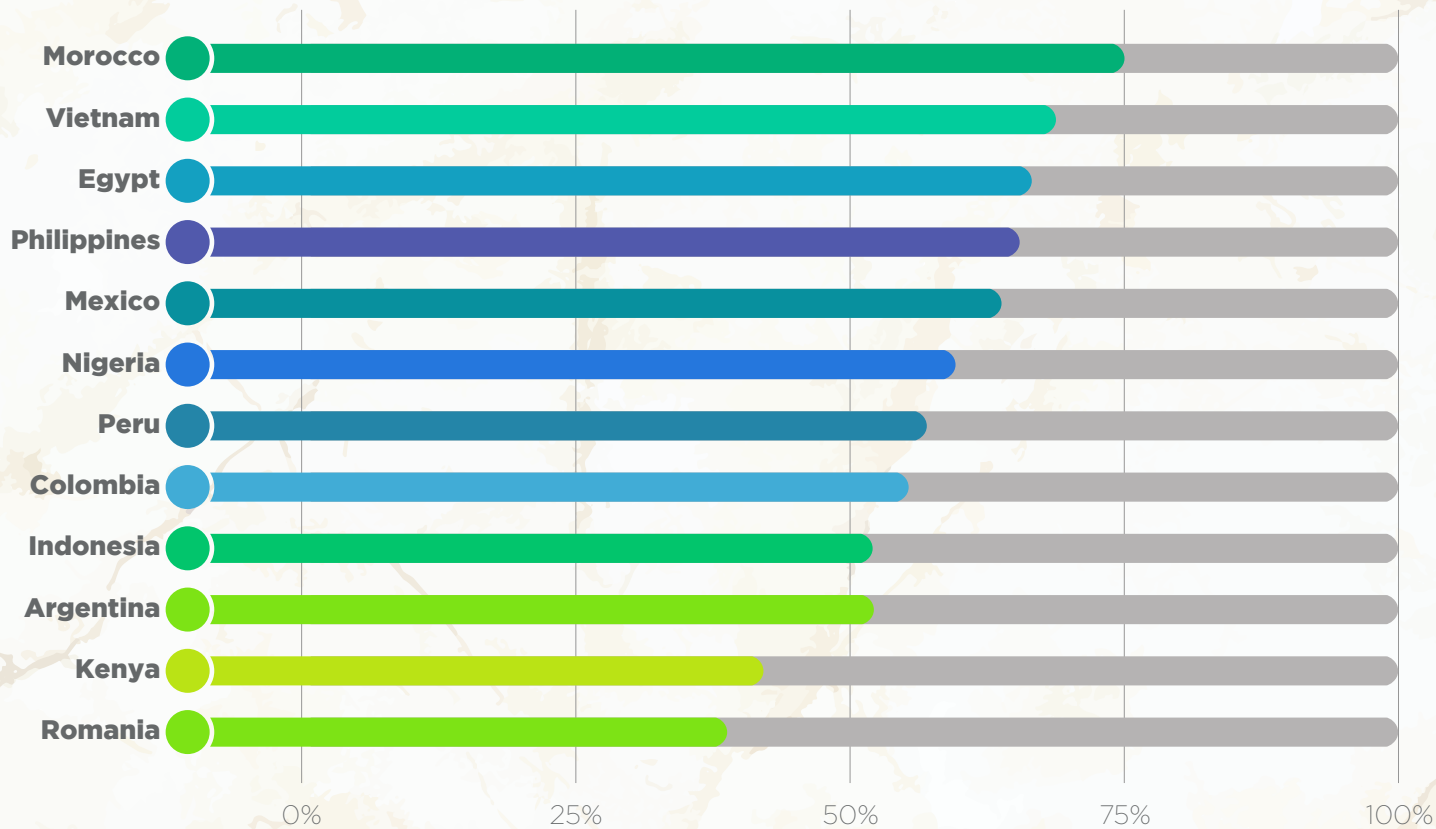
## Attractive Opportunities in Digital Banking Platforms Market



# According to the World Bank's latest report nearly 1.7 billion people are unbanked globally

That's close to one fourth of the global population !

Share of the population without access to the services of banks or similar organizations world in 2021 (top 12 countries)



# CROSS CURRENCY TRANSACTIONS

1

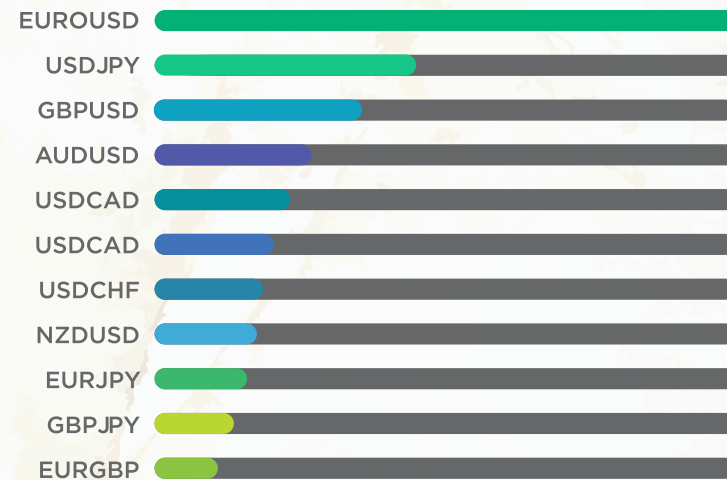
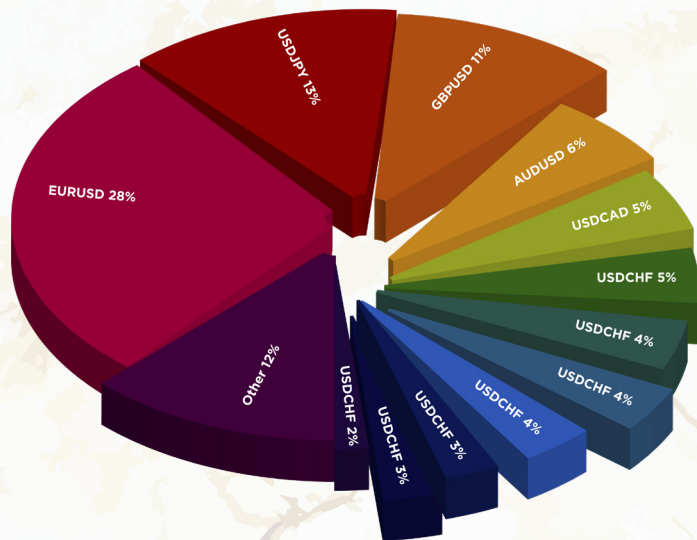
45 million SWIFT payments are made per day (swift)

2

\$USD 120 billion volume trading in the Crypto Currency per day (coinmarketcap)

3

6.6 Trillion of Currency pairs (FOREX) are traded per day (forex brokers)



The most traded forex pairs are broken down by categories:

- Among the Major pairs and in general – EURUSD;
- Among the Minor pairs – EURJPY;
- Among the Exotic pairs – USDHKD.

**NOE PLATFORM IS OFFERING 5 DIFFERENT FIAT CURRENCIES**

**EUR,USD, GBP, JPY & CNY**

**NOE PLATFORM IS OFFERING 6 PAIRS ON THE 10 MOST TRADED IN THE WORLD !**

**WE WANT TO CATCH 10% OF THE UNBANKED PEOPLE IN THE NEXT 5 YEARS AND OFFERING THEM A COST EFFICIENT, AN EASY KYC AND AN ACCESS TO THE LARGEST FOREIGN CURRENCIES**

# PROBLEMS

**TRADITIONAL  
FINANCE**

**HEAVY  
KYC**

**NO CRYPTO  
SERVICES**

**EXPENSIVE**

**CRYPTO  
FINANCE**

**EXPENSIVE  
TRADING FEES**

**NO UTILITY  
(SPECULATIVE ASSETS)**

**NON-CUSTODIAL  
WALLET**





# SOLUTIONS



# BUSINESS MODEL



INTERCHANGE FEES  
CRYPTO & FIAT



CRYPTO LOAN  
Coming in 2023



METAL, ALUMINIUM,  
GOLD PLATED & PURE  
GOLD DEBIT CARD SELLING



CONSUMERS & BUSINESSES  
SUBSCRIPTIONS



INTERNATIONAL MONEY &  
CRYPTO TRANSFERS



CASHBACK  
PROGRAM



CONCIERGE SERVICE &  
HOTEL BOOKING

# NOE PLATFORM REVENUE STREAM

**CENTRALIZED  
FINANCE IN  
(CEFI)**

**IBAN + SWIFT  
FOR INTERNATIONAL  
TRANSFERS**

**DEBIT CARD  
PROGRAM  
IN 180 COUNTRIES**

**5 FLAT  
CURRENCIES**

**INTERESTS  
ACCOUNTS  
UP TO 15 %**

**DECENTRALIZED  
FINANCE IN NOE SWAP  
(DEFI)**

**STACKING**

**SWAPPING**

**FARMING**

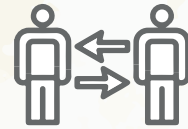
**LENDING**

**MINTING (NFT)**

# MARKETING



REFERRAL



CROSS  
PARTNERSHIP



DIGITAL AD  
CAMPAIGN



INFLUENCERS



AMBASSADORS



AFFILIATION  
PROGRAM

A BANKING INFRASTRUCTURE POWERED BY CRYPTO SOLUTIONS

# PRODUCT HIGHLIGHTS

**EASY TO USE**

**CASHBACK  
PROGRAM**

**IBAN FOR GLOBAL  
TRANSFERS**

**HOTEL  
BOOKING**

**REFERRAL  
PROGRAM**

**VIRAL  
FEATURES**

**CONCIERGE  
SERVICE 24/7**

**INSTANT  
REWARDS**

# NOE DECENTRALIZED ECOSYSTEM



## WHAT IS \$NOE TOKEN?

NOE Token is the BEP20 native utility token that is the flagship of NOE PLATFORM !

### **\$NOE token is a utility token that will be used in out of the platform.**

Holding at least 2 million NOE token allows you to access to:

- CASHBACK Program up to 8% on all your expenses made with your debit card Mastercard
- All membership joining fees offered
- Access to private staking pool up to 69% APY !
- Exclusive opportunities of investment
- Access to exclusive digital and physical events

### **NOE, THE GOVERNANCE TOKEN OF <https://noeswap.com>, OUR DECENTRALIZED PLATFORM**

Crypto users are also investing in crypto assets for the privacy. Offering a decentralized solution will help us to grow our ecosystem.

#### **Our platform will include :**

- Staking with APY up to 69%
- SWAP Multichain
- Lending
- Affiliation
- Farming

This decentralized offer will help NOE PLATFORM to grow in the crypto currency communities by offering attracting APY, sophisticated features with a maximum security level implemented by an experienced and professional team of developers.

# ROADMAP

## Q3/Q4 2022

- Focus on Latin America
- Launching of Noe BANK in more than 180 countries

- Launching of NOE Swap. A Decentralised Exchange that includes staking, swap, lending & farming.
- NOE participate to the Web Summit in Lisbon



- NOE TOKEN integrate the card program in the NOE platform.
- Listing on 2 medium/high size exchanges.

- Reaching 100,000 daily users
- Listing up to 5 crypto currencies on the Noe platform

- Opening of the first NOE La Boutique in Europe
- Listing on another top ten exchange



- Adding NOE Token on other wallets and token lists
- Sharing more features and benefits for NOE token holders.

- Implementation of multichain functionalities Exchange that includes staking swap, lending.



- Partnership signed with financial institutions and entities
- Burning of another 10% of the supply of \$NOE Exchange



Reaching 150,000 daily users



## Q1 2023

- Investing in Europe and Middle East market
- Listing of \$NOE on a top ten exchange that includes staking swap, lending.

## Q3 2023

- Investment in the US Market
- 5 NOE La Boutique in the world

The NOE GLOBAL Wallet is an international service that is available almost worldwide. However, in some countries, access to the platform might be restricted due to local regulations.

## PERMITTED / RESTRICTED COUNTRIES

### PERMITTED COUNTRIES FOR ALL SERVICES

ALGERIA	GAMBIA	NIGERIA
ANGOLA	GEORGIA	NORWAY
ARGENTINA	GERMANY	OMAN
ARMENIA	GREECE	PANAMA
ARUBA	GREENLAND	PAPUA NEW GUINEA
AUSTRALIA	GUADALOUPE	PARAGUAY
AUSTRIA	GUATEMALA	PERU
AZERBAIJAN	GUERNSEY	PHILIPPINES
BAHRAIN	GUYANA	POLAND
BANGLADESH	HOLY SEE (VATICAN)	PORTUGAL
BARBADOS	HONDURAS	PUERTO RICO
BELGIUM	HONG KONG SAR, CHINA	QATAR
BELIZE	HUNGARY	ROMANIA
BENIN	ICELAND	RWANDA
BERMUDA	INDIA	SAO TOME AND PRINCIPE
BHUTAN	INDONESIA	SAUDI ARABIA
BOLIVIA	IRELAND, REPUBLIC OF	SEYCHELLES
BRAZIL	ISLE OF MAN	SIERRA LEONE
BRITISH VIRGIN ISLANDS	ISRAEL	SINGAPORE
BRUNEI DARUSSALAM	ITALY	SLOVAKIA
BULGARIA	JAMAICA	SLOVENIA
BURUNDI	JAPAN	SOUTH AFRICA
CAMEROON	JORDAN	SPAIN



CANADA	KAZAKHSTAN	SRI LANKA
CAPE VERDE	KENYA	ST LUCIA
CAYMAN ISLAND	KOREA, SOUTH	ST VINCENT AND THE GRENADINES
CHAD	KUWAIT	ST. KITTS AND NVIS
CHILE	KYRGYZSTAN	ST. MAARTEN
CHINA	LAOS	SURINAME
COLOMBIA	LATVIA	SWAZILAND (ESWATINI)
COMOROS	LESOTHO	SWEDEN
COSTA RICA	LIECHTENSTEIN	SWITZERLAND
CROATIA	LITHUANIA	TAIWAN, CHINA
CURACAO	LUXEMBOURG	TAJIKISTAN
CYPRUS	MACEDONIA (NORTH)	TANZANIA
CZECH REPUBLIC	MADAGASCAR	THAILAND
DENMARK	MALAWI	TOGO
DJIBOUTI	MALAYSIA	TRINIDAD AND TOBAGO
DOMINICA	MALTA	TURKEY
DOMINICAN REPUBLIC	MARSHALL ISLANDS	TURKMENISTAN
EAST TIMOR	MARTINIQUE	TURKS AND CAICOS ISLANDS
ECUADOR	MAURITANIA	TUVALU
EGYPT	MEXICO	UNITED ARAB EMIRATES
EL SALVADOR	MONACO	UNITED KINGDOM
EQUATORIAL GUINEA	MONGOLIA	UNITED STATES OF AMERICA
ESTONIA	MOROCCO	URUGUAY
ETHIOPIA	MOZAMBIQUE	US VIRGIN ISLANDS
FINLAND	NAMIBIA	UZBEKISTAN
FRANCE	NEPAL	VIETNAM
FRENCH POLYNESIA	NETHERLANDS	ZAMBIA
GABON	NIGER	

## PROHBITED COUNTRIES FOR CARDS AND NON-BANKING SERVICES

AFGANISTAN	MALI	SUDAN
BELARUS	MYANMA	SYRIA
CENTRAL AFRICAN REPUBLIC	NICARAGUA	UKRAINE
CUBA	NORTH KOREA	VENEZEULA
IRAN, ISLAMIC REPUBLIC	PAKISTAN	YEMEN
IRAQ	RUSSIA	ZIMBABWE
LEBANON	SOMALIA	
LIBYA	SOUTH SUDAN	

## PROHBITED COUNTRIES FOR BANKING SERVICES

In addition to the list of prohibited countries above, the following countries are currently no permitted to be services by banking partners. This means that we are unable to onboard customers, receive transactions/load or process transactions for countries listed below

ALAND ISLANDS	LIBERIA	SOUTHER GEORGIA & SOUTH SANDWICH ISLANDS
ANTARTICA	MACAO SAR, CHINA	ST BARTHELEMY
BOUVET ISLAND	MALDIVES	ST HELENA BRITISH
INDIAN OCEAN TERR.	MAYOTTE	ST PIERRE AND MIQUELON
CBRISTMAS ISLAND	MOLDOVA	TOELAU
COCOS ISLANDS	MONTENEGRO	TONGA
COOK ISLAND	MONSERRAT	TUNISIA
IVORY COAST	NAURAU	UGANDA
DEMOCRATIC. REP OF CONGO	NETHERLAND ANTILLES	US MINOR OUTLYING ISLANDS
ERITREA	NEW CALEDONIA	VANUATU
FALKLAND ISLANDS	NIUE	WALLIS AND FUTUNA ISLANDS
FAROE ISLANDS	NORFOLK ISLANDS	WESTERN SAHARA
FIJI	NORTHERN MARIANA ISL.	
FRENCH GUIANA	PALAU	
FRENCH SOUTHERN TERRITORIES	PALESTINE	
GRENADA	PTCAIRN	
GUAM	REUNION	
GUNIEA	SAMOA (AMERICAN)	
HAITI	SAN MARINO	
HEARD & MACDONALD ISLANDS	SERBIA	
KIRIBATI	SOLOMON ISLANDS	

# COMPETITION

USE CASE	NOE <small>YOUR MONEY. YOUR WORLD</small>	Revolut	wise	N26
PASS THE KYC IN 8 MINUTES AND ENJOY YOUR ACCOUNT	✓	✗	✓	✗
FCA REGULATED	✓	✓	✓	✓
AVAILABL IN 180 COUNTRIES	✓	✗	✗	✗
GLOBAL TRANSFER	✓	✓	✓	✗
CYRPTO CUSTODIAL WALLET	✓	✗	✗	✗
MULTI-CURRENCY ACCOUNT	✓	✓	✓	✓
CONCIERGE SERVICE	✓	✗	✗	✗
INSTANT REWARDS AND CASHBACK	✓	✓	✗	✓

# FOUNDERS



**Audrey Giner**

Audrey is the COO of NOE PLATFORM , she holds a Master's Degree in International Business & Marketing. She worked for 10 years in leading companies involved in the hospitality industry such as RÖSLE (luxury kitchen utensils) and BACARDI MARTINI FRANCE. Since 2016, she has been managing the marketing & communication of several spirits brands and distribution companies in Europe and has created successful leadership brands.

Audrey is well experienced in the team management and operations driving, she will also be in charge to manage the CCO and the area managers in LATAM for the first 15 months .



**Hedi Mesme**

Hedi is the CEO of NOE PLATFORM, his international experience, sense of communication and forward thinking is a pillar for the coming success of the project.

From 2005, Hedi has been working for 12 years in the hospitality industry with multiple distinctions won along the path. Those 12 years built a strong experience in the luxury industry.

After several years passed in the importation and exportation of luxury products at a global scale, he started in 2020 to focus on his passion for blockchain and crypto currency. NOE PLATFORM idea was born when he wanted to bring utility in the crypto currency industry at the first plan by bridging the gap from traditional finance and crypto finance.

## ENJOY THE FLEXIBILITY OF OUR 4 FORMULAS

All formulas can give access to our premium aluminium (limited edition), metal and gold plated cards. A service “à la carte” for a total flexibility.

### NOE FREE ACCOUNT

- FREE ACCOUNT
- USD, EUR & GBP Accounts
- \$500,000 Account limit
- ATM withdrawal fees 2,5%
- Internal FIAT (same currency) and crypto transfer FREE
- 3% buy and sell fees for crypto
- 2% bank transfer fee
- 3.00% Traditional currency exchange fee
- 24/7 Concierge Team
- Credit / Debit card top-up 2.9%
- Daily card load limit \$30,000
- Daily POS spend limit \$30,000
- POS per transaction Max \$15,000
- Daily ATM withdrawal limit \$1,500
- ATM Transaction limit \$1,500

### NOE EVOLUTION ACCOUNT

- JOINING FEE
- \$54 (free if you hold 2,000,000 NOE)
- \$22 Monthly/annual(with 10% discount)
- EUR, GBP, USD, CNY & JPY
- \$1,000,000 Account limit
- Free Mastercard classic
- Cashback 2% on all transactions that exceed \$200
- Staking pool private access up to 40% APY
- ATM withdrawal fees 2,5%
- Internal FIAT (same currency) and crypto transfer FREE
- 2.7% buy and sell fees for crypto
- 2% bank transfer fee
- 3.00% Traditional currency exchange fee
- 24/7 Concierge Team
- Credit/ Debit card top-up 2.7%
- Daily card load limit \$50,000
- Daily POS spend limit \$50,000
- POS per transaction Max \$20,000
- Daily ATM withdrawal limit \$2,000
- ATM Transaction limit \$2,000

### NOE TIMELESS ACCOUNT

- JOINING FEE
- \$139 (free if you hold 2,000,000 NOE)
- \$69 Monthly/annual(with 10% discount)
- EUR, GBP, USD, CNY & JPY
- Unlimited account limit
- Free Mastercard classic
- Free aluminium Mastercard Limited Edition
- Free metal card\*
- Cashback 3% on all transactions that exceed \$200
- Staking pool private access up to 40% APY
- ATM withdrawal fees 1,5%
- Internal FIAT (same currency) and crypto transfer FREE
- 2.2% buy and sell fees for crypto
- 1,5% bank transfer fee
- Free traditional currency exchange
- 24/7 Concierge Team
- Credit/ Debit card top-up 2.2%
- Daily card load limit \$150,000
- Daily POS spend limit \$150,000
- POS per transaction Max \$50,000
- Daily ATM withdrawal limit \$5,000
- ATM Transaction limit \$5,000

### NOE BUSINESS

- JOINING FEE Joining Fee (FREE) \$59 Monthly/annual(with 10% discount)
- EUR, GBP, USD, CNY & JPY
- Unlimited account limit
- Free Virtual & Aluminium cards
- Bank transfer in Free
- Bank transfer out 1.5%
- Staking pool private access up to 40% APY
- ATM withdrawal fees 1.5%
- ATM Balance Enquiry
- Internal FIAT (same currency) and crypto transfer FREE
- 2.5% buy and sell fees for crypto
- 2.2% Traditional currency exchange fee
- 24/7 Concierge Team
- Crypto Send (external) 1% plus external blockchain fee
- Internal transfer of crypto to other member in the same currency Free
- Credit/ Debit card top-up 2.4%
- Daily card load limit \$150,000
- Daily POS spend limit \$150,000
- POS per transaction Max \$50,000
- Daily ATM withdrawal limit \$5,000
- ATM Transaction limit \$5,000
- Stainless Steel Card \$549
- Gold Plated Card \$5490
- Solid Gold Card & Italian Hand-Crafted Wooden Box \$32990

## **DOMICILIATE YOUR PAYCHECK IN NOE GLOBAL AND EARN MONEY!**

**Your loyalty is rewarded – your paycheck give you more!**



- > Get a bonus of the value of 1% of your paycheck in FIAT money from the third month
- > Get a bonus of the value of 2% of your paycheck in FIAT money from the sixth month
- > Get a bonus of the value of 3% of your paycheck in FIAT money after the first year for lifetime !

## **NOE CONCIERGE PRIVATE CLUB 24/7**

A true revolution in a modern and crypto banking tool. A dedicated Concierge service integrated in your app, totally free of charge and answering your demands anywhere in the world, 24/24 and 7/7.

NOE GLOBAL gives you 24/7 access to our professional, multi-language concierge team. All requests, large or small, are handled with care and efficiency. As a NOE GLOBAL member, you will benefit from exceptional rates and VIP attention, for multiple products and services, from our network of exclusive partners. We give you preferential access to unique privileges that money can't always buy. Be a part of exceptional events or enjoy breath taking encounters with nature.

Our services include but are not limited to:

- Luxury vacations
- Luxury travel
- Personal shopping
- Business and personal event management
- Health and wellness services
- VIP Dining
- Relocation services
- Preferential event access
- Hotel booking
- Pole position at sporting events

And many more !

# NVAYO CARDHOLDER & MULTI-CURRENCY E-MONEY ACCOUNT TERMS AND CONDITIONS

These Terms and Conditions apply to Your Noe Membership ("Membership") multi-currency account which is an electronic-money (e-Money) account issued in the United Kingdom (UK). This Agreement is between Nvayo Limited (060352009) and You. If You are a Cardholder (as defined below), these Terms and Conditions shall also apply to Your Payment Card which is powered by Mastercard. In this Agreement, Your E-Money account and Your Payment Card may be individually or collectively referred to as the "Accounts".

You must read these terms and conditions carefully. By using Your Membership and/or Accounts, You will be deemed to have accepted this Agreement and any changes that We may make from time to time. If You do not accept this Agreement You should not use Your Accounts. Your continued use of Your Accounts will constitute Your acceptance of the modified terms to this Agreement, If You have any questions, please contact Your Member Support team (see details below).

## SECTION 1: ABOUT YOUR ACCOUNT

1.1. Your Accounts are not transferable. These Accounts are issued under the laws of England and Wales. This Agreement and Your Accounts are operating in the UK and these terms shall be governed by and construed under and in accordance with English law. We may amend or change this Agreement, including its Fee Schedule (Schedule 1) at any time. We may cancel or suspend Your Account or the Fee Schedule and any related agreements at any time at our sole discretion.

1.2. Your Accounts are issued by and are the property of Nvayo Limited, a company incorporated in England & Wales with company number 06035209 whose registered office is at 1 King William Street, London, EC4N 7AF, UK. Nvayo Limited is authorised by the Financial Conduct Authority under the UK Electronic Money Regulations 2011, reference number 900005, for the issuance of electronic money and the provision of payment services.

1.3. All monies funded to Your Accounts are held in segregated custodial pooled accounts on Your behalf at one of Nvayo's banking partners and can be redeemed at any time upon request for the current monetary value held, subject to our fees, applicable laws and exchange regulations. The Accounts are held for the purposes described in this Agreement which includes account funding, payments, card purchases, adjustment of balances for corrections, Account Transactions, fees, and other actions described herein.

1.4. We may offer You Accounts in different currencies, including USD, EUR, GBP, JPY or CNY. Some currency Accounts may not be available to You. Available currencies to Your Card include USD, EUR, and GBP only. You agree that We may add or discontinue the use of any currency at any time. For more information about using Your Accounts, Account features, and Account limitations, please refer to the Website.

## SECTION 2: DEFINITIONS

2.1. For the purpose of this Agreement, the following terms have the meanings specified below: time to time.

- Account(s): means the E-Money Accounts issued by Nvayo to You in the form of a virtual Account, under this Agreement. No interest will accrue or be paid in respect of funds on Your Account. The funds in Your Account are not insured.
- Agreement: means these terms and conditions together with the Fee Schedule, any supplementary terms and conditions and amendments to them that We may make from time to time.
- Business Day: means a day other than Saturday or Sunday or a Bank holiday in the UK on which clearing banks are open for business.
- Card: means the branded Payment Card powered by Mastercard provided through the Membership, which accesses the funds within the Accounts.
- Cardholder: means the person who is legally entitled to receive a branded card pursuant to the terms of this Agreement and the Membership Agreement.
- Membership Agreement: means the Membership Agreement agreed by You at the time of establishing a business relationship. You can find the up-to-date version of this agreement at the Website.

- Mastercard: means Mastercard International incorporated in New York or its successors, affiliates or assigns.
- Membership: means the Membership pursuant to the Membership Agreement.
- Nvayo: means Nvayo Limited, the authorised electronic money institution and provider of payment services in connection with your Accounts. In this Agreement, “We”, “Our” or “Us” is considered to mean Nvayo.
- Sponsor: means your Membership Sponsor who is the Membership promotional partner.
- Transaction: means any transfer, charge, credit, debit, foreign exchange trade, cash withdrawal, account funding or payment completed by You or Us when You use Your Accounts, or any action which alters the balance of Your Account.
- Website: means [www.noemembers.com](http://www.noemembers.com)
- You/Your: means the physical person entering and agreeing to this Agreement with Us.

## SECTION 3: GENERAL

- 3.1. Your Account is offered exclusively by Nvayo to You as part of Your Membership and subject to additional terms with respect to the agreement between You and the Sponsor. By using the Account, You expressly authorise Nvayo and its appointed service providers to transfer funds from Your Account to an account operated by Us or by Your Sponsor for payment of services You have ordered using your Membership.
- 3.2. If Your Membership is terminated pursuant to (i) the terms of Section 14 of this Agreement, or (ii) the Membership Agreement, We will automatically close Your Account and send the remaining balance to an account You nominate less any amounts or fees You owe to Us or Your Sponsor and subject to any applicable regulatory provision. An Administrative Fee may be assessed against Your Account prior to closing.
- 3.3. You may transfer money between Your Accounts at an exchange rate determined by Us at the time of the transfer. You may use Your Account to transfer to another member’s Account with the same Sponsor and to make payments by electronic bank transfer to another person or business. For security reasons, We may limit the amount or number of Transactions You can make on Your Accounts or request additional information for the purpose of Transactions. Your Accounts cannot be redeemed for cash, unless otherwise available at an ATM.
- 3.4. If We believe that You have engaged in any of activities that We deem to be illegal, We have the right to take a number of actions to protect Nvayo and its affiliates, its customers and others at any time in our sole discretion. The actions We may take include but are not limited to the following: (i) Freeze and/or close Your Accounts with or without notice to You, (ii) Request additional information or clarification concerning the Transaction, (iii) report such actions to the applicable supervisory authorities or regulators without notice to You.

## SECTION 4: FEES

- 4.1. Your use of Your Accounts is subject to the fees and charges set out in the Fee Schedule (“Fees”) and in other applicable fees as set out in Your Membership Agreement. The Fees are part of this Agreement and refer solely to Your Accounts and other financial services We offer. **NVAYO DOES NOT COLLECT OR RECEIVE FEES ASSOCIATED TO OTHER SERVICES UNDER YOUR MEMBERSHIP, INCLUDING CONCIERGE OR ANY CRYPTOCURRENCY SERVICES.** Any or all of these Fees may be waived or reduced at Our discretion. The Fees may change over time, if so, We will notify You in advance of such changes in accordance with this Agreement. Fees will be paid from Your Accounts at such time they are incurred.
- 4.2. All Fees are calculated in USD, unless otherwise indicated in the Fee Schedule. If You initiate a Transaction or hold an Account with a different currency, We will convert such Fees under the applicable rates, unless otherwise indicated in the Fee Schedule. The currency of the Account from which the Transaction is originating and applied to Your Account is the same currency as the Transaction to which they relate. If a Fee cannot be attributed to a single currency, it will be applied or converted to Your USD Account. Foreign exchange Fees may apply. If there are no funds or insufficient funds for a calculated Fee in one of Your Accounts, then We may partially deduct such Account or any of Your other Accounts. Section 3.2 above and the provisions regarding overspend on Your Account(s) will also apply.



## SECTION 5: IDENTIFICATION REQUIREMENTS

- 5.1. The information We collect from You can include Your name, physical address, phone number, electronic email address, date of birth, taxpayer ID number, national ID, a self-portrait photograph, bank account information, credit card information, etc. You agree to provide Us with the information We request for the purpose of identity verification and to comply with regulations and Our policies regarding anti-money laundering, terrorist financing, fraud or any other financial crime. To verify Your identity, We may use Our service providers, digital tools and other electronic records and national databases to obtain a positive match of legal name and address. Sometimes finding Your information using national databases does not work because the information is unavailable, or Your name or address has changed. If We cannot verify Your personal information, We will ask You to send Us documentation through to our customer onboarding team that confirms Your identity.
- 5.2. A list of documents that meet our identification requirements will be provided at the time of Account opening and may change from time to time at Nvayo's sole discretion. These are examples of the documents You will need to provide to confirm Your identity prior to opening an Account with Us:
- a) Proof of Identity:
    - Passport ID Page or Passport Card, unexpired.
    - National, State or Government issued Identity Card, unexpired.
    - Driving License, unexpired.
  - b) Proof of WAddress:
    - Utility Bill dated within the last 3 months.
    - Bank Statement dated within the last 3 months.
    - Court or Governmental documents including Your address.
- 5.3. You agree to meet identification requirements to complete account funding, transfer or payment Transactions as may be required from time to time. We may also request You to provide information regarding Your overall source of wealth and the source of the funds We will be receiving in compliance with Our policies and procedures. You agree to provide accurate and complete information and/or documentation to meet this purpose. Although no credit history is required to obtain an Account, You authorise Us to obtain information about You from time to time from credit reporting agencies and other third parties for Our internal processes including information and documentation regarding Transactions.

## SECTION 6: THIS AGREEMENT

- 6.1. We may change this Agreement at Our sole discretion including without limitation changing existing Fees or introducing new Fees, from time to time by providing You with at least 60-day notice unless We are required to make such a change sooner by law or if changes are made for security purposes. Nonetheless, We may implement new payment services from time to time without notice. All such changes will be posted on Our Website and such other means that We agree with You.
- 6.2. The up-to-date version of this Agreement will be posted on the Website. You should check the Website regularly so that You can see the latest version.
- 6.3. You agree to be bound by this Agreement and any amendments made to them by using Your Accounts. We recommend that You print off a copy of this Agreement to keep for Your records for reference purposes.
- 6.4. You will be taken to have accepted any change We notify to You unless You tell Us that You do not agree to it prior to the relevant change taking effect. In such circumstances, We will treat Your notice to Us as notification that You wish to terminate this Agreement immediately and We will refund the balance on Your Account subject to our redemption conditions. You have the right to terminate this Agreement without charge at any time before the proposed date of the change, if applicable.

- 6.5. This Agreement governs Your use of Your Accounts. The funds for all Transactions are held in Your Account and no interest will be paid on these. When You make a Transaction using Your Account the value of the Transaction plus any associated Fees payable will be deducted from Your Account and used to complete the Transaction.
- 6.6. Your Accounts are E-money Accounts and the funds added onto Your Accounts are known as electronic money. Your Account is not a credit facility or a charge account. You can only spend the value of the funds in Your Accounts.
- 6.7. Although our activities are regulated by the Financial Conduct Authority (UK), Your Account is not covered by the Financial Services Compensation Scheme. However, the funds in Your Account are safeguarded by Us, which means that they are kept separate from Our assets so in the unlikely event We become insolvent, Your funds remain safe from Our creditors.

## **SECTION 7: ACCOUNT ISSUANCE**

- 7.1. To use the Accounts, You must be of legal age or at least 18 years of age. Accounts are non-transferable and non-assignable by You.
- 7.2. Before We can issue You an Account, We will need to know some information about You as set forth above. We will check Your identity, where You reside, and We may also ask information about Your source of wealth and funds. We may use third parties to obtain this information and carry out checks on Our behalf, this may include using credit reference agencies. However, a credit check is not performed, and Your credit rating will not be affected.
- 7.3. We reserve the right to refuse to issue You an Account or terminate Your Accounts at any time for any reason or no reason, without penalty.
- 7.4. If You have any problems with Your Accounts, please contact Your Sponsor Member Support Team. It may not be possible to use Your Accounts until contact has been made.

## **SECTION 8: FUNDING YOUR ACCOUNTS**

- 8.1. Limits may apply to the number of times Your Accounts may be funded in a day or other period of time. Minimum and maximum funding limits may also apply. Limits may vary depending on Your Membership level. We reserve the right to refuse to accept any particular load or funding Transaction.
- 8.2. If a funding Transaction breaches the load limit, We may be able to accept the Transaction only if You can satisfy the enhanced due diligence requirements of providing satisfactory documentation as to source of funds, the nature of the Transaction and other documentation which may be requested.
- 8.3. Funds may be transferred to Your Accounts if instructed by You. If You notice a payment out of Your Accounts that You did not authorise, You should contact Us immediately. You should be aware that deliberately making a false claim that a payment was unauthorised is fraud. We may notify You when other methods of funding become available. Fees may apply to all funding methods. We reserve the right to change or waive any funding fees at any time at our sole discretion.
- 8.4. We will credit funds received via bank transfer, cards, and/or alternative payment methods We accept, to the Account as designated by You and per the applicable funding instructions. If funds received into one of Your Accounts are not of the same currency, We will convert the funds using the current exchange rate, less any applicable fees, and credit Your Account. You may not fund Your Accounts by sending cash or a cheque directly to Nvayo Limited or Your Sponsor. For more information on funding Your Account, contact the Sponsor Member Support Team (see details below)

- 8.5. You should keep track of the amount funded to Your Account. You may view Your balance at any time by using Your Sponsor's mobile application or by visiting the Website. If You have questions about Your balance or spot something that may not be correct, please contact Your Sponsor's Member Support Team using the Contact Us information in the mobile application or on the Website.
- 8.6. You may add funds to Your Card account at any time by transferring funds from one of the currency wallets in Your Account. Your Card does not allow You receive cash over the counter or cash back when You make a purchase with Your PIN, this restriction is a security and personal safety feature of the Card. Restrictions may apply.
- 8.7. All balances in Your Accounts are definitely and finally determined by Us based solely in our records.

## **SECTION 9: USE OF YOUR ACCOUNTS**

- 9.1. We make Your funds available in accordance with applicable laws and regulatory requirements, banking partners and availability of funds from institutional networks. Funds may take several days to appear in Your account depending upon 3rd parties involved in the transfer and Your provision of substantiating documentation of the funds.
- 9.2. Your Accounts should be treated as "cash" and therefore it is Your responsibility to keep all Account information safe. Payments can be instructed from any currency Account You hold with Us. Each time You use Your Accounts, You authorise Us to reduce the value available on Your Accounts by the amount of the Transaction plus applicable fees.
- 9.3. Funds in Your Accounts may be transferred to a bank account able to receive electronic bank transfers or another Account. To move money from Your Account via a bank transfer, You must submit a Transaction request using the mobile application or website. Funds in Your Account are not available to spend directly to a merchant or online. However, You can use Your Card to purchase goods and services at select merchants where Mastercard is accepted. You can also withdraw cash over the counter at a financial institution or at select ATM's displaying the Mastercard logo, subject to there being sufficient funds in Your Card and the Merchant, or financial institution being able to verify this online.
- 9.4. You are personally liable and responsible for all Transactions initiated and Fees incurred using Your Accounts. You must not give information about Your Account to anyone else to use. If You permit another person to have access to Your Account You will be deemed to have authorised that person to use Your Account and agree that You are personally liable for the use of Your Accounts, according to this Agreement.
- 9.5. Be aware that some financial providers (for example banks) charge additional fees for the use of their services. You may also be subject to their terms and conditions of business. It is Your responsibility to check before proceeding with Your Transaction.
- 9.6. We reserve the right to decline or delay any Transactions at our sole discretion. We may request additional documentation concerning any Transaction regarding the nature and parties involved in the Transaction.
- 9.7. If We refuse to authorise or delay a Transaction, We may, if practicable, tell You why immediately unless it would be unlawful for Us to do so. You may correct any information We hold and which may have caused Us to refuse or delay a Transaction by contacting Your Sponsor's Member Support Team.
- 9.8. WE SHALL NOT BE LIABLE IF A FINANCIAL INSTITUTION REFUSES TO ACCEPT YOUR TRANSACTION OR IF We DO NOT AUTHORISE A TRANSACTION, OR IF We CANCEL OR SUSPEND USE OF YOUR ACCOUNTS. UNLESS OTHERWISE REQUIRED BY LAW, We SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE YOU MAY SUFFER AS A RESULT OF YOUR INABILITY TO USE YOUR ACCOUNTS FOR A TRANSACTION.

- 9.9. You must not spend more money on Your Accounts than You have in Your Accounts. You are responsible for ensuring that You have sufficient funds when You authorise a Transaction. If this occurs, You must pay the overspend to Us immediately. We may offset the amounts You owe Us against any of Your Accounts. We will take any such action seriously and take any steps necessary to enforce any actions against You. We reserve the right to suspend or terminate Your Accounts if Your Account balance is negative.
- 9.10. All Transactions/wire transfers are final. You do not have the right to stop a payment or transfer Transaction originated by use of Your Account, all transfers are final.
- 9.11. If You use Your Card number without presenting Your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if You used the Card itself. For security reasons, We may limit the amount or number of Transactions You can make on Your Card. Your Card cannot be redeemed for cash.
- 9.12. You may not use Your Card for any illegal Transaction. Each time You use Your Card, You authorise Us to reduce the value available on Your Card by the amount of the Transaction plus applicable fees. WE ARE NOT RESPONSIBLE OR LIABLE IN ANY MANNER FOR PURCHASES, RESERVATIONS, BOOKINGS, TRAVEL OR ANY OTHER GOODS AND/OR SERVICES PURCHASED WITH THE USE OF THE CARD REGARDLESS OF THE PURCHASE AMOUNT. We will not refund Your money for faulty, undelivered, or otherwise inadequate goods or services purchased using the Card. All such disputes must be addressed directly with the merchant providing the relevant goods or services. Purchases made through the personal concierge/butler service are not guaranteed or covered for inadequate service under the Card.
- 9.13. You may send a Remittance from your Account to domestic and international recipients. A Remittance originates from Your Account and is transferred to an external third party using the Visa or MasterCard networks. Remittance transactions will be charged to Your fiat wallet in your Account that you select to initiate the Transaction. We may charge for Remittance Transactions as included in the Fee Schedule (Schedule 1). You must have sufficient balance in the selected wallet equivalent to the value of the Remittance plus any Fees. We are not obliged to process any particular Remittance transaction. When You submit a Remittance transaction, You are requesting that We process such Transaction on your behalf. We may, in our absolute discretion, refuse or stop any Remittance Transaction from certain senders or to certain recipients. We may at our discretion, limit the number or value of Remittance Transactions you are permitted to send from your Account. You agree to provide Us with true, accurate, current and complete information when you initiate a Remittance Transaction. A Remittance Transaction is subject to the timely confirmation from Remittance beneficiary. You agree to only use transfer features with people or merchants that you know. You agree that You should not transact with people or merchants You do not know and that We offer no protection for authorised payments for goods and services. You agree that You may not use the Remittance Transactions for fraudulent or illegal purposes, to facilitate illegal or fraudulent Transactions or in connection with the use of illegitimate funds. Your use of these transfers for the purchase of goods or services is potentially high risk, We do not evaluate all providers of goods and services, and We do not protect you if the goods or services are non-conforming, damaged, or not what you paid for or expected. We will attempt to process Remittance Transactions promptly, but any Transaction may be delayed or cancelled for a number of reasons or limitations, for which We will not be liable to You. Remittance may not be available in whole or in part in certain regions, countries or jurisdictions. Certain destinations may impose taxes, fees or foreign exchange charges upon the receiver's receipt of, or access to, the transfer. PLEASE SEE SECTION 13 OF THIS AGREEMENT FOR MORE INFORMATION ABOUT OTHER DISCLAIMERS AND OUR LIABILITY WHEN YOU USE YOUR ACCOUNTS. We reserve the right to modify or discontinue Remittance Transactions at any time at our sole discretion.
- 9.14. Inactivity Fees: Your Accounts are subject to Inactivity Fees which We may apply at our sole discretion should You do not initiate or process Transactions in your Accounts (see Fee Schedule).

## SECTION 10: TRANSACTIONS MADE IN FOREIGN CURRENCIES

- 10.1. If You use Your Accounts for a Transaction in a currency other than the currency of the Account from where You initiate the Transaction, We will convert the Transaction to the target currency at a rate determined by us. We will provide You with a quote for the conversion of foreign currency and You must accept the quote prior to Us accepting the Transaction for processing.
- 10.2. The rate used to complete the Transaction and other fees charged will appear in Your Account statement. If You use Your Card to purchase goods or services or withdraw cash in a currency other than the currency of Your Card, then such Transaction will be converted to the currency of Your Card on the day We receive details of it. We will use Mastercard authorized rates applicable for such a Transaction available at the website below. A foreign exchange fee will also apply: <https://www.mastercard.com/global/currencyconversion>. Please refer to the Foreign Exchange (FX) Disclosure Notice below.
- 10.3. FX Disclosure Notice: To the extent that clients enter into FX Transactions with Nvayo Limited, it will be on the basis of the terms provided in this Disclosure Notice and other supplementary information as provided by Nvayo Limited. This FX Disclosure Notice is not intended to conflict with or override any relevant law, regulatory rule or other applicable requirement in any jurisdiction in which Nvayo Limited conducts business. The Exchange Rate is the rate We use to convert is based on the foreign currency market for each currency We offer, so it changes constantly. Unless otherwise disclosed, Nvayo Limited will generally provide an exchange rate with a single “all-in” price included in the fee schedule provided in this agreement and other applicable terms. The price, costs and sales margin will vary depending on the Membership tier and the Transaction. The inclusion of costs and/or sales margin will apply to requests for quotes and orders. We reserve the right to make changes to this FX Disclosure Notice and its components at any time. We will notify You of any changes on this FX Disclosure Notice and other relevant changes regarding currency exchange availability, fees, pricing, methodology, etc.
- 10.4. Nothing in this FX Disclosure Notice is to be construed as an offer for services or products, nor should it be construed as financial, legal, regulatory, tax, accounting or other advice to enter into any Transaction. This FX Disclosure Notice has no regard to the specific financial situations or particular needs of any client or prospective client. Therefore, clients or prospective clients should make their own independent assessment of this FX Disclosure Notice and obtain independent professional advice before taking any actions on the basis of this FX Disclosure Notice.

## SECTION 11: DISPUTED TRANSACTIONS

- 11.1. You may be entitled to claim a refund in relation to Transactions made using Your Account where: (i) We are responsible for a Transaction which was incorrectly executed by Us and You notified to Us in accordance with the terms of these Terms and Conditions; (ii) We were notified in writing of the unauthorised/incorrectly executed Transaction immediately, or unless otherwise notified per applicable law. All refunds, if any, are at our sole discretion.
- 11.2. You can also ask Us to investigate the Transaction or misuse of Your Accounts. We may need more information and assistance from You to carry out such an investigation.
- 11.3. If We elect to refund a disputed Transaction to Your Account and subsequently receive information to confirm that the Transaction was authorised by You and correctly posted to Your Account, We shall deduct the amount of the disputed Transaction from the funds in Your Account. If there are no funds or insufficient funds, then the provisions regarding overspend on Your Account will apply.
- 11.4. If our investigations discover that the disputed Transaction was genuine and authorised by You directly or indirectly, or that You have acted fraudulently or with gross negligence, We may charge You an investigation fee (see the Fee Schedule for details).
- 11.5. You should get a receipt at the time You make a Transaction or obtain cash using Your Card

## SECTION 12: KEEPING YOUR ACCOUNT SAFE

- 12.1. You must keep Your Accounts number, log-in credentials, and information safe. Your Account number and information is personal to You and You must not give it to anyone else to use. You must take all reasonable precautions to prevent fraudulent use of Your Account. Similar to bank account numbers, the Account number must be kept secure. If You disclose it to any third party, it is done at Your own risk. You also agree that You alone are responsible for taking necessary safety precautions to protect Your own account and personal information.
- 12.2. If You suspect that someone else knows Your Account credentials, LET US KNOW IMMEDIATELY. If You receive a Card, You will receive a Personal Identification Number (PIN) for Your Card and You must keep Your PIN safe. This means that when You receive Your PIN You must memorize it and You must keep Your PIN secret at all times. You must not disclose Your PIN to anyone DO NOT WRITE YOUR PIN OR CARRY IT ON YOUR PERSON. To change Your PIN log on to Your account and follow the instructions. To ensure the PIN is synchronized with Your chip, You have to go to a Mastercard chip enabled terminal or ATM so the system can update. If You forget Your PIN, You can access it when You log on to Your Card Account or call in.
- 12.3. We strive to maintain the safety of Your funds entrusted to Us and have implemented industry standard protections for our services. However, there are risks that are created by individual user actions. You agree to consider Your access credentials such as username and password as confidential information and not to disclose such information to any third party.
- 12.4. You shall be solely responsible for the safekeeping of Your Accounts and password on Your own, and You shall be responsible for all activities under Accounts. We will not be responsible for any loss or consequences of authorised or unauthorised use of Your Account credentials including but not limited to information disclosure, information posting, consent to or submission of various rules and agreements by clicking on the website, online renewal of agreement, etc., for Your actions, inactions or omissions.
- 12.5. By creating an Account, You hereby agree that: (i) You will notify Us immediately if You are aware of any unauthorised use of Your account and password by any person or any other violations to the security rules; (ii) You will strictly observe the security, authentication, dealing, charging, withdrawal mechanism or procedures of the website/service; and (iii) You will log out from the website by taking proper steps at the end of every visit.
- 12.6. If Your Card is reported lost or stolen, We will cancel it and may issue a new one. Fees may apply. If You find Your Card after You have reported it lost, stolen or misused, You must destroy it and inform Us immediately.
- 12.7. We may enable security features from time to time to authenticate Transactions when You use Your Card for online purchases. When you use your card at participating 3D Secure (3DS) online merchants, We will automatically generate and send an On-Time Password to the mobile phone number you registered with Us to help Us authenticate that the transaction is genuine. This feature is only applicable when You have a valid mobile number registered with Us. You will need to enter the OTP to complete Your Transaction. The password is valid for a limited period of time and only for one Transaction, on a computer system or other digital devices with connection to the internet. The OTP will only be sent to the mobile number in Our records after You have started or conduct an online Transaction. If there is a change in Your mobile number or You have not registered Your phone with Us, please update Your contact details with Us pursuant to the Customer Services section below. Only participating merchant websites will ask for an OTP for authentication purpose and You will not be able to complete a Transaction without an OTP. If You are unable to provide Your OTP, or if Your authentication otherwise fails, the merchant may not accept Your Card in payment for that Transaction. You agree that the sending of any SMS by Nvayo and/or its receipt by You may be delayed or prevented by factor(s) outside of Nvayo's control. You agree that neither Nvayo nor its service provider shall be liable in any way for any merchant's refusal to accept Your Card in a payment for that Transaction, regardless of what the reasons may be. You understand that use of the 3DS does not, in any way, indicate that we recommend or endorse any merchant, regardless of whether the merchant requires the OTP. If the merchant website has not enabled this 3DS feature, You will not be asked for an OTP. You will still be able to purchase online from merchant websites that do not participate in 3DS. We reserve the right to modify, discontinue (temporarily or permanently) 3DS with or without notice to You. Other restrictions and mobile service provider conditions may apply. If You are overseas or using overseas mobile service providers, the service provider may not support international SMS. PLEASE SEE SECTION 13.1 BELOW FOR MORE INFORMATION ABOUT OTHER DISCLAIMERS AND OUR LIABILITY WHEN YOU USE YOUR CARD.

## SECTION 13: LIABILITY

- 13.1. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT ARE FURNISHED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. WE ACCEPT NO RESPONSIBILITY FOR ANY DELAY IN ONWARD TRANSACTIONS ATTRIBUTED TO THE LATE ARRIVAL OF FUNDS OR INSTRUCTIONS OF TRANSACTIONS RELATIVE TO THE CUT OFF TIMES OF BANKS OR FOR DELAYS FOR FAULTS DUE TO THIRD-PARTIES OR BANKING SYSTEMS. WE ARE NOT RESPONSIBLE FOR BANKING CHARGES.
- 13.2. We reserve the right to charge You for any reasonable costs that We incur in taking action to stop You using Your Accounts and to recover any monies owed as a result of Your activities.
- 13.3. OUR LIABILITY TO YOU UNDER THESE TERMS AND CONDITIONS SHALL BE SUBJECT TO THE FOLLOWING EXCLUSIONS AND LIMITATIONS. We WILL NOT BE LIABLE FOR ANY LOSS ARISING FROM:
- a) ANY CAUSE WHICH RESULTS FROM ABNORMAL OR UNFORESEEN CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL OR WHICH WOULD HAVE BEEN UNAVOIDABLE DESPITE ALL OUR EFFORTS TO STOP IT; OR
  - b) OUR COMPLIANCE WITH ANY APPLICABLE LAWS OR WITH OUR POLICIES, INCLUDING ANY ACTION WE UNDERTAKE UNDER SECTION 14.5 BELOW;
  - c) LOSS OR CORRUPTION OF DATA UNLESS CAUSED BY OUR WILLFUL DEFAULT/WRONGDOING; OR
  - d) A MERCHANT REFUSING TO ACCEPT YOUR CARD.
- 13.4. OUR TOTAL LIABILITY UNDER OR IN CONNECTION WITH THE ACCOUNTS WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY, LOSS OF PROFITS, LOSS OF BUSINESS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES OR LOSS OF ANTICIPATED SAVINGS OR LOSS OF GOODS; OR LOSS OF CONTRACT OR LOSS OF USE OR CORRUPTION OF DATA OR INFORMATION OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PURE ECONOMIC LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES ARISING HEREUNDER OR OTHERWISE HOWSOEVER, SHALL NOT EXCEED THE FEES RECEIVED BY US DURING THE LAST TWELVE MONTHS UNDER THESE TERMS AND CONDITIONS IN WHICH LIABILITY ARISES.
- 13.5. From time to time, Your ability to use Your Account may be interrupted, e.g. when We carry out maintenance. If this happens, You may be unable to
- a) Fund Your Accounts; and/or
  - b) Wire funds; and/or
  - c) Obtain information about the funds available in Your Accounts and/or about Your recent Transactions.
- 13.6. WHERE SUMS ARE INCORRECTLY DEDUCTED FROM YOUR ACCOUNT FUNDS BY US, OUR LIABILITY SHALL BE LIMITED TO PAYMENT TO YOU OF AN EQUIVALENT AMOUNT.
- 13.7. IN ALL OTHER CIRCUMSTANCES OUR LIABILITY WILL BE LIMITED TO REPAYMENT OF THE AMOUNT OF THE FUNDS IN YOUR ACCOUNTS.
- 13.8. You agree to fully cooperate in the civil and criminal prosecution of anyone engaged in unauthorised use of Your Accounts, failure to cooperate will be deemed as the claimed unauthorised Transaction as being authorised by You and You shall be responsible to indemnify Us for all expenses incurred during the investigation and resolution of Your claim.

- 13.9. You shall indemnify Us and keep indemnified from and against all liabilities, damages, losses and costs (including legal costs) duties, taxes, charges or commissions incurred or suffered by Us in the proper performance of services on Your behalf or the enforcement of rights hereunder.
- 13.10. We strive to maintain the accuracy of information posted on the services, We cannot and do not guarantee the accuracy, suitability, reliability, completeness, performance or fitness for any purpose of the content made available through our services and will not be liable for any loss or damage that may arise directly or indirectly from Your use of such content. Information on our services can be subjected to change without notice and is provided for the primary purpose of facilitating users to arrive at independent decisions. We do not provide investment or advisory advice and will have no liability for the use or interpretation of information as stated on our services or other communication mediums.

## **SECTION 14: CANCELLATION, TERMINATION AND SUSPENSION**

- 14.1. You may cancel Your currency Accounts, without reason, by contacting Your Sponsor's Member Support Team. We will require You to confirm Your wish to cancel in writing. This will not entitle You to a refund of any Transactions You have made (authorised or pending) or charges incurred in respect of such Transactions. Cancellation fee shall be incurred, which will be deducted from the balance of Your Account (see Fee Schedule).
- 14.2. To cancel Your Card, You must notify Your Sponsor's Member Support Team. Once We have been notified by You, We will block the Card immediately so it cannot be used. We will wait at least 21 days for all Transactions to be processed and settled before We refund the remaining balance of money to You. When Your Card is cancelled, You must destroy the chip and magnetic strip or return the Card to our address.
- 14.3. You will be responsible for any Transaction You have made, or charges incurred before You cancelled Your Account.
- 14.4. You may elect to Reactivate Your Account in the event You have lapsed on the monthly fee payments. To do, You may be required to pay a Reactivation fee (see Fee Schedule).
- 14.5. We can suspend, restrict, cancel or terminate this Agreement with You and Your use of Your Accounts immediately if:
- We are concerned about the security of Your Accounts;
  - If We suspect or have reason to believe that You have used or intend to use the Account in a negligent manner or for fraudulent or other unlawful purposes;
  - If We can no longer process Your Transactions for any legal or security reason or due to actions of any third party or yourself;
  - If You fail to pay any Fees in this Agreement or in Your Membership Agreement, or charges that You have incurred or fail to repay any overspend incurred on Your Account;
  - You do not comply with this Agreement, break an important part of this Agreement and/or the Membership Agreement or repeatedly break any term in this Agreement and/or fail to resolve the matter in a timely manner;
  - We discover that any information You have provided is incorrect or incomplete;
  - We need to do so to comply with the law and law enforcement agencies from where We may be subject to; OR;
  - For convenience.
- 14.6. If We take any of the steps referred to above in provision, We may tell You as soon as We can or are permitted to do so after We have taken such steps. Your Sponsor may also terminate Your Membership Agreement following our decision to suspend or terminate Your Accounts. We may ask You to stop using Your Account. We may or may not reactivate Your Account if after further investigations We believe that the relevant circumstances no longer apply. Fees may apply (see Fee Schedule)



- 14.7. If any Transaction, fee or charge is found to have been incurred using Your Account following cancellation or termination, You agree to pay all such sums to Us immediately on demand.
- 14.8. This Agreement will terminate in the event of Your death. If You die, We may require certain documentation necessary to certify the death or substantiate that a particular individual has been officially appointed as the administrator or executor of the applicable estate. You confirm that the administrator or executor of the applicable estate will have instructions to notify Us in the event of the Account holder's death and will provide Us with the necessary certifications.
- 14.9. If any of Your Accounts hold any outstanding balance after the termination of Your Membership, We will return the monies held in Your Accounts as soon as You notify Us in written the instruction for such refund, subject to all applicable fees, our current policies, applicable laws or any law enforcement agency instruction We may receive.

## **SECTION 15: PERSONAL DATA**

- 15.1. All customer data is kept secure and complies to the principle of the General Data Protection Regulation (GDPR). We are committed to keeping Your personal data secure. We will not pass information We hold about You to any third party other than: (i) to our services providers that support the services rendered to You under this Agreement; (ii) to persons acting as our agents or partners under strict confidentiality obligations, (iii) to agencies and other organizations who may use or request Your information to prevent and detect fraud, money laundering, terrorist financing or other financial crimes.
- 15.2. If We transfer information to a third party in a country outside of the European Economic Area (EEA), We will ensure that the third party agrees to apply the same levels of protection that We are legally obligated to maintain when We process personal data.
- 15.3. You have a right to inspect the personal data We hold about You. You will be solely responsible for ensuring that the details You provide to Us are true, complete and accurate.
- 15.4. We will collect and retain personal information about You so that We can operate Your Accounts and deal with any inquiries that You may have about it.
- 15.5. As part of our checks to prevent fraud, money laundering, terrorist financing or other financial crime We may share personal information that You provide with credit reference or fraud prevention agencies.
- 15.6. If We transfer Your information to a third party in a country outside of the European Economic Area, We will ensure that the third party agrees to apply the same levels of protection that We are legally obligated to maintain when We process personal data.
- 15.7. If, when You apply for an Account, You opt in to receiving marketing information via email, mobile phone and do not opt out of receiving marketing information by telephone or mail, We and third parties with whom We may share Your personal data, may from time to time contact You about products or services that We or they think may be of interest to You. If You no longer wish to receive such communications, please contact Your Sponsor's Member Support team.
- 15.8. If We suspect that We have been given false or inaccurate information, We may record and report suspicion together with any other relevant information. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering and financing of terrorism.
- 15.9. You have a right to inspect the personal data We hold about You. However, We may ask You to pay a fee of \$55.00 to cover our administration costs. For further information please contact Your Sponsor's Member Support team.

- 15.10. We may request additional information and documentation from You when necessary for Us to comply with relevant legislation.
- 15.11. You accept that We may record and store any telephone conversations which are made between You and Us and that any such recording or transcript of telephone conversations is stored to help Us improve our service, assist in resolving any dispute that may arise under this Agreement, comply with any laws or regulations or help Us detect or prevent fraud or other crimes.
- 15.12. You must let Us know as soon as possible if You change Your name, address, mobile phone number or e-mail address. If We contact You in relation to Your Account, for example, to notify You that We will be changing the Terms and Conditions or have cancelled Your Accounts and wish to send You a refund, We will use the most recent contact details You have provided to us. Any e-mail to You will be treated as being received as soon as it is sent by us. We will not be liable to You if Your contact details have changed and You have not told us.

## **SECTION 16: CUSTOMER SERVICES**

16.1. Your Sponsor's Member Support team is available 24 hours a day, 7 days a week. A Reporting service is available 24 hours a day, 7 days a week. We may record any conversation or chat You have with the Member Support team for training, compliance, and/or monitoring purposes.

16.2. The Member Support Team may be contacted in the following ways:

Mobile Application: Refer to the "Contact Us" information in the mobile application

Email: [support@noemembers.com](mailto:support@noemembers.com) for support enquiries / [complaints@noemembers.com](mailto:complaints@noemembers.com) for any complaints that You may have.

Phone: +1 844 230 4996

Post: Noe Member Support,

1 King Williams Street, London, EC4N 7AF, UK

We aim to provide You with reasonable customer service. Yet sometimes things can go wrong. If this is the case, please let Us know your concerns via our Member Support team and We will work with You to find a solution to resolve Your issue.

- 16.3. We will keep You updated throughout our investigation and We will endeavour to resolve Your complaint. More complex situation may require further investigation, if this is the case, We will give You reasonable updates until We can provide You with a response.
- 16.4. Under the Financial Ombudsman Service, the business is to provide a final response within eight weeks, depending on the nature of Your complaint.
- 16.5. If You are unhappy with our response, You may contact the Financial Ombudsman Service by:
- Post - addressing Your complaint to the Financial Ombudsman Services, Exchange Tower, Harbour Exchange, London, E14 9SR United Kingdom
  - Telephone - on +44 20 7964 0500;
  - Online - <https://help.financial-ombudsman.org.uk/help>

- 16.6. Please be aware that there are time limits after which the Financial Ombudsman Service may no longer be able to hear Your complaint. You can find further details of the service offered by the Financial Ombudsman Service at <http://www.financialombudsman.org.uk/>. You may also find their consumer leaflet with further information at <http://www.financialombudsman.org.uk/publications/consumer-leaflet.htm>

## **SECTION 17: MISCELLANEOUS**

- 17.1. Headings: In this Agreement, headings are for convenience only and shall not affect the interpretation of this Agreement. Any delay or failure by Us to exercise any right or remedy under this Agreement shall not be interpreted as a waiver of that right or remedy or stop Us from exercising our rights at any subsequent time.
- 17.2. Assignability: You may not novate, assign or transfer any rights and/or benefits under this Agreement. We may assign, transfer or novate our rights and benefits and obligations at any time without prior written notice to You. If You do not want to transfer to the new Account Issuer You may contact Us and We will terminate Your Account. Any balance remaining in Your Account will be returned to You in accordance with our redemption procedure. We may subcontract any of our obligations under this Agreement.
- 17.3. Severability: In the event that any part of this Agreement is held not to be enforceable, this shall not affect the remainder of this Agreement which shall remain in full force and effect. We reserve the right to include a substitute provision to the aforementioned part or provision that to the extent possible is (1) valid and enforceable and (2) accomplishes the original business purpose. You will remain responsible for complying with this Agreement until Your Account is closed (for whatever reason) and all sums due under this Agreement have been paid in full.
- 17.4. Language: This Agreement is written and available in English and all correspondence with You in respect of Your Account(s) shall be in English. In the event that this Agreement are translated, the version in English shall take priority.
- 17.5. Non-Waiver. No delay or failure on our part in exercising any right hereunder shall operate as a waiver of any of our rights, as the case may be, except to the extent specifically waived in writing.
- 17.6. Disputes: This Agreement is governed by the laws of England and Wales. The exclusive venue for all disputes shall be decided in England. Any dispute or difference arising out of or in connection with this contract shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within fourteen days, the parties hereby agree that the dispute shall be referred to and finally resolved by arbitration under the LCIA Rules. Either party agrees to provide to the other a 30-day written notice of dispute. Both parties in this Agreement will split the cost to initiate a dispute through arbitration. The prevailing party shall have the right to collect from the other party its reasonable costs, including but not limited to attorneys' fees and expert witnesses. YOU IRREVOCABLY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY OBJECTION THAT YOU MAY HAVE OR HEREAFTER HAVE TO THE LAYING OF THE VENUE INCLUDED IN THIS CLAUSE, AND ANY CLAIM THAT ANY SUCH ACTION OR PROCEEDING BROUGHT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. NO CLAIM ARISING OUT OF THE AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN THE SHORTER OF SIX MONTHS OR THE MINIMUM PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED.
- 17.7. YOU AGREE AND UNDERSTAND THAT YOU AND We ARE GIVING UP: (I) THE RIGHT TO TRIAL BY JURY; (II) THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY FORM OF CLASS ACTION INCLUDING BUT WITHOUT LIMITATION ANY CLASS ARBITRATION ("CLASS ACTION WAIVER"). IN THE EVENT THAT THE CLASS ACTION WAIVER IS INCONSISTENT WITH THE RULES OF ANY TRIBUNAL OR OTHER SUCH ARBITRATION BODY, YOU AND WE AGREE NOT TO FILE PROCEEDINGS WITH SUCH BODY; (III) THE RIGHT TO JOIN ANY CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY IN A LAWSUIT, ARBITRATION OR OTHER SUCH PROCEEDING; (IV) THE RIGHT TO RESOLVE ANY CLAIM THAT EITHER OF US HAS AGAINST THE OTHER ON A CLASS WIDE BASIS; AND (V) THE RIGHT TO ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE AND, FOR THE AVOIDANCE OF DOUBT, IF FOR ANY REASON THIS PART (V) IS DETERMINED TO BE INVALID OR UNENFORCEABLE, ALL SUCH CLAIMS WILL BE BROUGHT IN COURT AND SHALL NOT RESOLVED THROUGH ARBITRATION.

# CONTACT US

Hedi Mesme  
CEO

[www.noe-global.com](http://www.noe-global.com)  
[commercial@noe-global.com](mailto:commercial@noe-global.com)



: @hedimesme