



ONE.io



ONE.io Payment Account Service Terms

Payment Accounts for EEA Client

Version: 240902

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ONE.io Service Provider Details

ONE.io Service Provider:	One.io Cyprus Limited , acting as a distributor of Sureswipe E.M.I PLC (referred to in these Service Terms as " ONE.io ", " we ", " us ".)
Company number:	HE 456784
Address:	Evagorou, 31, EVAGORAS HOUSE, 6th floor, Flat/Office 61, 1066, Nicosia, Cyprus
Telephone number:	+35 7 2203 0683
Email:	support@one.io
Service provided under these Service Terms:	Payment accounts to EEA-based customers.

1. Scope of these Service Terms

These Service Terms incorporate by reference the General Terms and Conditions, the Fee Schedule and the Privacy Policy and, together, form the agreement governing the relationship between you and ONE.io regarding the access to payment accounts.

2. Operation of Payment Accounts

You expressly agree that ONE.io may access and operate your payment account by way of the ONE.io Platform (or otherwise), including (but not limited to) for the purposes of making transactions on your behalf and of collecting fees.

3. Regulatory acknowledgement

You acknowledge that e-money services are provided by One.io Cyprus Limited acting as a registered e-money distributor of Sureswipe E.M.I. PLC. Sureswipe E.M.I. PLC, trading as "Revsto", is a company registered in Cyprus and authorised by the Central Bank of Cyprus as an Electronic Money Institution under the Electronic Money Law of 2012 for the issuance of electronic money, with licence number 115.1.3.26 ("Sureswipe" or "Revsto"). Therefore, by accepting these Service Terms, you accept the Sureswipe Terms & Conditions. You can find more information with respect to Sureswipe E.M.I. PLC at <https://revsto.com>.

4. These Service Terms

This agreement sets out the Service Terms for Payment Accounts and the related provision of services. It is a contract that is entered into between One.io Cyprus Limited ("ONE.io", "we", "us"), acting as a distributor of Sureswipe, and you (the "Customer", "you", "your"). It applies to ONE.io Accounts of natural and legal persons based within the EEA Countries.

The Service Terms are valid and bind the parties throughout the duration of the business service relationship, from date of the account opening until account closure.

Please read this agreement carefully before you start using the services. The agreement and the relevant documents tell you who we are, how the services are provided to you, how this agreement can be changed or terminated, what to do if there is a problem and other important information.

If you do not accept these Service Terms, you must refrain from opening a Payment Account or using the services.

For any further assistance regarding the use of the services, please contact ONE.io at support@one.io.

We will communicate with you in English language, which is the language agreed with you when opening your Payment Account. By accepting this agreement, you agree that we may provide notices or other information to you from time to time to your registered email address or contact you using other contact details you have provided. Notices sent by email shall be deemed to have been received three days after the date of remittance of email.

5. **Glossary**

Agreement: are these service terms including all subsequent amendments and any additional documents that accompany this Agreement including the Privacy Policy and Cookies Policy of ONE.io to which you should adhere to.

Available balance: the amount of e-money held in your Payment Account that is free to use.

Business or Corporate: means a legal entity or sole trader.

Business Day: means Monday to Friday from 9:00 – 17:00, excluding bank and public holidays in Cyprus.

Customer: is any natural and legal persons with whom ONE.io has entered into an agreement to provide services.

Client Account: a segregated bank account to protect customer funds which keeps customers' funds completely separate from ONE.io's operational funds.

Customer Due Diligence: is the process used to identify, verify customers and monitor their accounts according to anti-money laundering obligations.

Distributor: means electronic money distributor "ONE.io".

EEA or European Economic Area: are the European Union (EU) member states as well as Iceland, Norway and Liechtenstein.

E-money or Electronic Money: means monetary value stored in electronic form, including magnetically form in your Payment Account.

IBAN: means an International Bank Account Number issued by our bank service provider that is allocated to your Payment Account which you can use when making or receiving payments directly to your Payment Account.

One.io Cyprus Limited, ONE.io, we or us: a private company limited by shares established in Cyprus with registration number HE456784 and registered address Evagorou, 31, EVAGORAS HOUSE, 6th floor, FLAT/Office 61, 1066, Nicosia, Cyprus. One.io Cyprus Limited is a registered e-money distributor of Sureswipe E.M.I. PLC.

ONE.io Platform: means the platform accessible by www.1.io.

ONE.io User Guide: means the user guide is made available to you once opening a Payment Account.

Payment Account or e-Money Payment Account: is the account you have opened with ONE.io which you will be using in accordance with this Agreement.

Safeguarding: obligation to identify and keep customer funds segregated and protected from all other funds that ONE.io may receive for the purpose of the provision of a payment service.

SEPA: is the Single Euro Payments Area payment system that enables cross-border transfers in EURO within the EEA.

Service Terms: see Agreement.

Services: are all products, services, features and functions offered by us through our registered e-money distributor One.io Cyprus Limited and all related websites, platforms or applications.

Third party: any other natural or legal person other than the parties under this agreement.

Transaction: is an action by you which results in money entering or leaving your Payment Account.

Transfer: is a transfer of e-money from one account to another.

User: is a natural person over 18 years old who is using the Services.

Website: means www.one.io.

Writing: means in written form including email.

6. Who we are

ONE.io is a registered electronic money distributor with the Central Bank of Cyprus to distribute and redeem electronic money on behalf of Sureswipe.

7. Opening a Payment Account

You must be over 18 to open a Payment Account and, if a Business, must be registered and fully incorporated within the EU/EEA.

The person that opens the Payment Account agrees that:

- They have authority to enter into this Agreement on behalf of the Customer and meet the obligations under it.
- They will provide all the information required during the onboarding process for account opening in accordance with regulatory obligations on Customer Due Diligence.
- You also agree that we may request or obtain, directly or through any third parties, the necessary documents or information to validate the information you provided to us.

It is important to keep your details up to date with ONE.io and let ONE.io know immediately if any information you have given ONE.io has changed. This is necessary to avoid possible disruption to your Payment Account services. ONE.io may also need to ask you for more information and supporting documentation after your Payment Account is open to enable us to continue providing Services to you.

If you want to know more information about how we use your personal data, please see our [Privacy Policy](#).

We may, in our sole discretion, restrict the services available to you if providing those services is outside our risk appetite.

ONE.io User Guide

Upon opening a Payment Account and accessing the ONE.io Platform, you will gain access to the ONE.io User Guide that outlines all the ONE.io Platform's features and settings. The ONE.io User Guide provides detailed instructions on how to use the ONE.io Platform, configure preferences, customise settings, and make the most of its functionality. We encourage Users to refer to the ONE.io User Guide whenever they need assistance with accessing the Payment Account or using the ONE.io Platform, adjusting settings or exploring additional features.

Delegating access to your Payment Account

This Agreement is binding on you, but you can authorise different categories of people to carry out activities on your behalf ("Authorised Persons"). All Authorised Persons must be over 18. Please refer to the ONE.io User Guide for information on different categories of Authorised Persons.

8. Using your Payment Account

Your Payment Account is an account that holds e-money. E-money is an electronic alternative to cash.

With your Payment Account you will be able to send and receive payments via a dedicated IBAN. Please refer to ONE.io for the list of available currencies.

You should never allow anyone unauthorised to operate your Payment Account on your behalf. All activities carried out in your Payment Account are deemed as activities carried out by you.

You may only open one Payment Account unless we have agreed in writing for the opening of additional accounts.

You can maintain balances in your Payment Account however you will not receive any interest on the money in your account. The Payment Account is an electronic money account and is not a bank or deposit account. Electronic money accounts are not allowed by the European Law to receive any paying interest. Electronic money is not a deposit or investment under the Cyprus Law and is therefore not protected by any deposit guarantee scheme or the investor compensation fund scheme that is provided for in Cyprus.

Every Transaction executed will appear in your transaction history shown on the ONE.io Platform together with all applicable fees and charges.

9. Protecting your Payment Account

You must take appropriate steps to protect your Payment Account from being misused. You must take reasonable steps to secure your devices, items, IDs, passwords required to access your Payment Account.

In some cases, ONE.io may ask you to authenticate an instruction related to your account. This is necessary to ensure that it's you giving them the instruction.

If your security credentials are stolen, lost, used without authorization or compromised, you should immediately contact support@one.io and change your password without delay.

We do not accept responsibility for any interference or damage to your own computer system which arises in connection with your accessing of this website or any other website. You must take your own precautions to ensure that you are not exposed to the risk of viruses or other forms of interference which may damage your own computer system.

10. How we protect your Payment Account balance

When we receive money from you, we issue the equivalent value of e-money and we place it in your Payment Account. The equivalent money received from you is deposited into a pooled safeguarding Client Account with a bank in the European Union, separated from ONE.io's own money. This means that, in case of insolvency, your e-money will not be used against payment of ONE.io's liabilities.

We're required to keep your money safe and protected in accordance with the Electronic Money Regulations which are designed to ensure the safety of funds held in electronic money accounts like your Payment Account.

Unlike banks, we do not lend out customer money and your Payment Account is not interest bearing. Instead of protecting your money in a deposit guarantee scheme which does not apply to our services, we safeguard your money.

Safeguarding means that, by law, we must keep all your money in accounts that are completely separate from the ones we use to run our business. These funds are called 'safeguarded funds'.

11. How to get information about your Payment Account

You can view and download your Payment Account statements by logging into the ONE.io Platform. All your transactions will appear in your ONE.io Platform. You can access the transaction history when you log in to your ONE.io Platform. Each transaction has been assigned an 'ID number' which you can use when you communicate with us.

The Payment Account information is available for 5 years after you close your account with us. You can also download the information you need at any time and keep a copy of that information.

You need to check your ONE.io Platform regularly and let ONE.io know immediately if you see a Transaction that was not authorised by you or a payment that you think might have been made incorrectly. You must do this no later than 13 months from the date of the Transaction, otherwise you are not entitled to any correction of errors or refund of funds.

12. Receiving money into your Payment Account

You can receive money into your Payment Account. When someone sends you money, the transaction will appear on your Payment Account and the money will be added to your balance.

The money you receive may be subject to reversal. You agree that, if the person who sent you the money or the relevant service provider reverses the amount, we will deduct the amount from your Payment Account.

13. Sending money from your Payment Account

You can transfer money out of your Payment Account by transferring it to a bank account. You need to have enough available funds in your Payment Account to cover the amount of any payment or transaction you make plus any additional fees.

When you give us instructions to transfer any amount from your balance, you agree that you authorise us to transfer the electronic money to the account you have specified.

Once you submit a Transfer order, we consider that you have given us consent and authorised us to execute the transaction.

When making a Transfer, make sure that the details of the beneficiary are correct. If they are not, the payment may be delayed, or you may lose your money if you send it to the wrong account.

You can save any beneficiary bank details to your application for future payment instructions.

We are not responsible for money sent to the wrong recipient as a result of incorrect information provided by you. If you have provided incorrect information to us, we may assist you in recovering the money, but we cannot guarantee you that these efforts will be successful.

14. Exchange rates

When you want to make a payment in a currency other than the currency of the originating IBAN, we will let you know about the applicable exchange rate. The exchange rate offered for a payment is only valid for the specific transaction at the time the payment is processed.

15. Fees

We charge fees for our Services as stated in the Fee Schedule. We may deduct our fees from your Payment Account balance or deduct our transaction related fees from the amounts we transfer before those funds are credited to your Payment Account.

If a transaction or payment requires you to pay a fee to us, we will disclose that fee to you at the time of the payment instruction.

You can find the details of the Transactions and our fees charged in your Payment Account. We will not process your transaction until we have received the fees from you.

We are not responsible for the fees associated with a bank or another payment service provider to process payments from you to us. Any fees charged by third parties will be deducted by us before crediting the remaining balance to you.

16. Cancelling a payment

It is not possible to cancel a transaction once it has been executed.

17. If a payment was sent to the wrong account, wasn't sent at all or was delayed

We try to process your payments correctly and timely, but sometimes things go wrong, and a payment might be delayed or not received by the person you wanted to pay.

If a person has not received the money you have sent, we will not be responsible if we have processed the payment correctly, but you gave ONE.io the wrong details.

If the payment was not received or delayed and the payer is in the EEA, let ONE.io know by sending us an email to support@one.io no later than 13 months after the amount was taken from your Payment Account.

If the money was not received into the account, and the reason was our mistake, then we will refund the payment back into your account including any charges paid as a result of our mistake. If possible, we will restore your Payment Account to the state in which it would have been if the transaction did not take place.

18. Refusal of execution of a payment

We may refuse to make any type of payment in the following cases:

- You do not have enough money in your Payment Account balance.
- You do not provide us with all mandatory information requested in a payment instruction.
- The payment exceeds a compliance limit.
- We have a reason to believe that the activity is in breach of these Service Terms.
- If we have a legal or regulatory obligation that prevents us from making the payment or if we are required to perform further checks.
- If a third party vendor prevents us from making the payment.

- If you owe us money and we need to repay the amount you owe us.
- If your account has specific restrictions.
- If you have been declared bankrupt, if a bankruptcy order was made against you or if you have entered an individual voluntary arrangement with your creditors,
- If your account is blocked for any other reason.

19. Refunds to your Payment Account

If a person has not received the money you have sent them, and this is not due to our mistake, we will try to refund the money back to your Payment Account, but this is not always possible.

If it is necessary to refund a payment you have made in a currency other than the currency of the originating IBAN, we will convert the returned amount to the applicable exchange rate at the time of refund.

In the case of a refund of a payment, you agree to bear the fees charged for the processing of the initial payment.

We will not refund the payment if:

- a. The personalised security credentials are lost, stolen or misappropriated. For unauthorised payments where we believe you should have been aware of the loss, theft or unauthorised use, you will be liable for the first 50 EUR. We will not hold you liable for the first 50 EUR if the unauthorised payment was caused by us or a third party carrying out activities on our behalf. Your liability for the first 50 EUR also does not apply to any unauthorised transactions made after you have notified us that your Payment Account may have been compromised.
- b. if we believe you have acted fraudulently,
- c. if you do not quickly notify us for the loss, stealing or unauthorised use of your security credentials or access to your Payment Account,
- d. if the payment transaction was unauthorised but you have acted with intent or gross negligence
- e. if you don't let us know about the unauthorised or incorrectly completed transaction within thirteen (13) months from the date of the payment transaction.

20. If someone steals money from your Payment Account

If you have a reason to believe that someone has stolen money from your Payment Account, you need to let us know as soon as possible and no later than 13 months from the date the money was taken from your Payment Account. We will pay the money back into your Payment Account if any of the following applies:

- There was no way to know that your ONE.io Platform security credentials were at risk of being misused.

- The payment happened because of our mistake.
- The payment was made after you told us that someone knew your security credentials or if we didn't give you a way to tell us about this.
- When you made a payment for goods or services using a non-face-to-face method.

We will pay you back any charges you had to pay as a result of the unauthorised payment.

We will not refund any money if you have acted fraudulently or you failed to keep your security credentials safe.

21. Closing your Payment Account

You can close your Payment Account at any time by contacting ONE.io's customer support via email. Please ensure that any available balances on your wallet are withdrawn prior to the closure request of your Payment Account.

ONE.io's customer representatives can assist you with the account closing process and can provide you additional information if needed by contacting them at support@one.io.

You must not close your Payment Account to avoid an investigation. If you attempt to do that, we may hold your money until the investigation is fully completed in order to protect our interests and meet our legal obligations.

In case you close your Payment Account, you agree the following:

- a. You will not be able to avail yourself of the Services.
- b. We shall redeem any electronic money we hold for you and send the equivalent funds to a bank account in your name, unless agreed by both parties, less the monies which are due and owing to us.
- c. To forfeit any non-monetary benefits such as bonuses, coupons and/or vouchers (if applicable).
- d. Any pending transactions will be cancelled and any instructions for recurring payments will be withdrawn.
- e. The balance in your account, if any, will be fully withdrawn/redeemed at the time of the account closing.
- f. The Agreement should be terminated, except to the extent and for so long as ONE.io requires to deal with the closure of your Payment Account and to comply with applicable laws and regulations.
- g. ONE.io has the right to hold the balance in your account for a period of 180 calendar days from the day you close your Payment Account, in order to protect ourselves and any third party against any potential claims of reversals, fines, penalties and other liabilities that stem from the use of your Payment Account while it was active. After this time, you will be able to withdraw any undisputed funds we are holding.

- h. After your Payment Account is closed you will remain liable for any outstanding obligations related to your Payment Account prior to closure.

22. Our right to suspend or close your Payment Account

We may terminate our Services under this agreement at any time by closing or blocking your Payment Account at our own discretion in exceptional circumstances including:

- If we have a good reason to believe that you might be acting fraudulently.
- If we believe that you have provided us with false or misleading information.
- If this is required to meet our legal obligations.
- If you did not provide us with the information we need to meet our legal obligations or if you have provided us with incorrect information.
- If we are unable to verify your identity or other information we have required.
- If you have acted in breach of these Service Terms in a serious way or in a way that we are entitled to close your account.
- If we have a reason to believe that you use the Payment Account in a way that might be harmful to our systems.
- If we have a good reason to believe that, if we continue to offer you our Services this may harm our reputation.
- If you refuse to repay money you owe us within a reasonable period.
- If you have been declared bankrupt.
- If we must do so to meet instructions from governmental authorities within their legal competencies.
- We suspect that your Payment Account has been accessed without your authorization or if we are concerned about the security of your Payment Account.
- If we have reasonable grounds to believe you are carrying out a prohibited or illegal activity.
- Your account becomes dormant:
 - The account has not been the object of any transaction (except for debiting of fees and commissions of all kinds) and you did not manifest or contact us in any form whatsoever for twelve (12) consecutive months
 - The customer is deceased and at the end of 12 (twelve) consecutive months from the date of death none of his heirs has informed us of his wish to assert his rights on the assets and deposits registered on the accounts of the deceased.

In order for your Payment Account to no longer be identified as dormant, we must witness a manifestation on your part:

- you just need to log in to the ONE.io Platform with your password or perform an operation on your Payment Account;
- if you are the heir of a deceased customer, simply contact ONE.io by e-mail, attaching the supporting documents relating to your status as heir (death certificate of the holder, certificate of inheritance, etc.).

We will let you know when ONE.io blocks your Payment Account including the reasons for this if the law allows us to do so. We will unblock your Payment Account as soon as the reasons for the account blocking do not exist.

If we hold Electronic Money for you for more than (12) consecutive months without any activity on the account, ONE.io shall use reasonable endeavours to contact you to redeem the Electronic Money and return the corresponding funds to you. If ONE.io is unable to contact you, ONE.io may redeem the Electronic Money and send the corresponding funds, less any of our costs incurred, to the last known bank account ONE.io has on file for you.

For any alert indicating possible suspicious activity or transactions or possible fraud within the Payment Account, ONE.io may hold the outstanding balance until an investigation is concluded and as instructed by a regulator or authorised body.

If we close your Payment Account due to a breach of our service terms, we will contact you to request details of your bank account to return any balance remaining within your Payment Account. If you do not provide bank account details for the remaining balance to be returned, after an eight-week period the funds minus applicable charges will be returned where possible to the originator of those initial transactions.

23. Confidentiality

We undertake that we shall not at any time, disclose to any person any of your confidential information, except in the following circumstances:

- to our employees, officers, representatives, or advisers who need to know such information for the purposes of exercising our rights or carrying out our obligations under or in connection with this Agreement. We shall ensure that our employees, officers, representatives, or advisers to whom we disclose your confidential information comply with this clause; and
- as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

24. General information

For a contract to be legally enforceable, there needs to be an offer, acceptance, and consideration. This Agreement constitutes our offer to make the Services available to you and you agreeing to this Agreement constitutes your acceptance of this offer.

If we do not insist immediately that you do anything you are required to do under this Agreement, or if we delay in taking steps against you in respect of your breach of this

Agreement, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date.

We shall have no liability to you under this Agreement or any contract if we are prevented from or delayed in performing our obligations under this Agreement, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lockouts or other industrial disputes (whether involving us, Sureswipe or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or our default of subcontractors, provided that you are notified of such an event and its expected duration.

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

Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture between you and us or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

We may transfer our rights and obligations under this Agreement to another organisation without your consent. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this Agreement.

You may only transfer your rights or your obligations under this Agreement to another person if we agree to this in writing.

This contract is between you and us. No other person shall have any rights to enforce any of its terms.

These terms are governed by the laws of the Republic of Cyprus and you can bring legal proceedings in respect of the products in the Republic of Cyprus courts.

25. Making a complaint

If you are not happy with the provision of the services, please contact ONE.io at support@one.io. We take the complaints of our customers seriously. If we receive a complaint from you, we will try to solve it within 15 business days. If the problem cannot be solved within 15 business days, we will send you a reply stating the reasons for the delay including the date by which we will give you the final answer. In any case, the final reply will not exceed 35 business days.

If you are not satisfied with our final reply, or would like to make a complaint regarding the provision of our services directly to Sureswipe E.M.I PLC (trading as Revsto), the licensed e-money issuer, please email complaints@revsto.com.

Additionally, you may thereafter refer to the following Alternative Dispute Resolution Bodies:

- **Financial Ombudsman of the Republic of Cyprus:**

Address: 13 Lord Byron Avenue, 1096 Nicosia

Phone: +357 22848900

Facsimile (Fax): +357 22660584, +357 22660118

Website: www.financialombudsman.gov.cy

Financial Ombudsman: fin.ombudsman@financialombudsman.gov.cy

Complaints: complaints@financialombudsman.gov.cy

- **Central Bank of Cyprus:**

Address: 80 Kennedy Avenue, 1076 Nicosia

Phone: +357 22 71 41 00

Facsimile (Fax): +357 22 71 49 59

Website: www.centralbank.cy

- **Cyprus Consumer Center for Alternative Dispute Resolution:**

Address: 16 Kyriakou Matsi, Eagle House, 8th Floor, Agioi Omologites, 1082 Nicosia

Phone: +357 22519741

Facsimile (Fax): +357 22318214

Email: secretariat@adrcyprus.com

Website: www.adrcyprus.com

26. Restrictions on using the Services

The Services must not be used, directly or indirectly, for the following restricted activities:

- Breach this Agreement or any applicable policy.
- Use our services for illegal purposes.
- Infringe ONE.io or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy.
- Provide false, inaccurate or misleading information.
- Send or receive what we reasonably believe to be potentially fraudulent or unauthorised funds.
- Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us.

- Control an account that is linked to another account that has engaged in any of these restricted activities.
- Use the Services in a manner that ONE.io, or any other electronic funds transfer network reasonably believes to be an abuse of the network rules.
- Use of the Services in a way that we reasonably believe that might harm our ability to provide our services.
- To control or use a Payment Account that's not yours.
- Give your security credentials to any other person.
- Allow anyone else to access or use your Payment Account.
- Harass and/or threaten our employees, agents, or other users.

27. Changing these Service Terms

We may change or update these Service Terms from time to time for the following reasons:

- ✓ To make it easier for you to understand,
- ✓ If we change the way we are doing business with you or a change in our operations,
- ✓ To comply with changes in regulations,
- ✓ To reflect changes in the fees associated with the way we do business with you,
- ✓ When we are offering new products or services.

About Changes

If we add a new product or service that does not change the service terms of your account, we may add the product or service immediately and let you know before you use it.

Otherwise, we will notify you no less than 2 months in advance before we make the change. If you do not agree, you may send an email at support@one.io and tell us that you do not agree with the new service terms and that you want to terminate your Payment Account. This must be done before the new service terms apply. If you do not reply until the date of effect, it is deemed you have accepted the new service terms.

28. Limitation of liability

Where we and another entity (such as a payment services provider) are liable to you in respect of the same matter or item, you agree that our liability to you will not be increased by any limitation of liability you have agreed with that other person or because of your inability to recover from that other person beyond what our liability would have been had no such limitation been agreed and/or if that other person had paid his or its share.

Where any loss, liability, cost or expense (a “Loss”) is suffered by you for which we would otherwise be jointly and severally or jointly liable with any third party or third parties, the extent to which such Loss shall be recoverable by you from us (as opposed to any third parties) shall be limited so as to be in proportion to the aggregate of our contribution to the overall fault for such Loss, as agreed between all of the relevant parties or, in the absence of agreement, as determined by a court of competent jurisdiction. For the purposes of assessing the contribution to the Loss in question of any third party for the purposes of this clause, no account shall be taken of any limit imposed or agreed on the amount of liability of such third party by any agreement (including any settlement agreement) made before or after such Loss occurred or was otherwise incurred.

Nothing in this Agreement limits or excludes our liability for death or personal injury caused by our negligence or for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us or to the extent that the liability may not be excluded or limited by any applicable law.

29. Intellectual property rights

ONE.io grants you a limited, non-exclusive, non-transferable licence for the use of any software application(s) you access by using the Services, but this is for your personal use only. You may not:

- Transfer, lease or rent, sell or distribute these rights to any person or entity.
- Alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from ONE.io material.

With this you acknowledge that all rights related to ONE.io materials belong exclusively to ONE.io, or to a third-party provider depending on the contractual arrangements between ONE.io and the third-party provider.

30. Contact Us

For more information, you may contact ONE.io at support@one.io.

The individuals signing this Agreement are authorised to execute contracts on behalf of each party as relevant. Each party represents and warrants as to itself that each agreement is executed and approved by representatives authorised to bind such party to such agreement.

Customer name:

Signatory name(s):

Title(s):

Date(s):

Signature(s)

One.io Cyprus Limited

Signatory name:

Title: Authorised signatory

Date:

Signature
