
TERMS OF SERVICE FOR THE STRIGA CARD APPLICATION

Last updated: 19 December 2024

GENERAL PROVISIONS

- (A) The following are Striga's Terms of Service for the Striga Card Application ("**Terms**").
- (B) When we speak of "**Striga**", "**we**", "**us**", and "**our**", we mean Striga Technology OÜ, a company registered in the Republic of Estonia (Member State of the European Union), registry code: 16298772, address: Pärnu mnt 110, Kesklinna linnaosa, 11313 Tallinn, email hello@striga.com. Striga holds a virtual asset service provider license from the Financial Intelligence Unit of the Republic of Estonia (license number FVT000546).
- (C) We develop and maintain a white-label "**Card Application**", and we cooperate with "**Distributors**" who distribute and enable "**End Users**" with an existing "**Striga Account**" to access the Card Application provided by Striga and Card Services provided by the "**Card Provider**".
- (D) When we speak of "**End User**", "**you**", and "**your**", we mean an individual customer who accesses the Card Application and Card Services.
- (E) Your use of the Card Application and Card Services is subject to agreeing and complying with these Terms. These Terms shall constitute a binding legal agreement ("**Agreement**") between you and us. Your use of the Card Application and Card Services is additionally subject to the applicable "**Restrictions and Limitations**", available at Striga's Website (direct link [here](#)), as modified and updated from time to time. By agreeing to these Terms, you also agree and consent to the Restrictions and Limitations.
- (F) The use of Card Services is governed by the "**Card Provider Terms**". You will be required to consent to the Card Provider Terms when you wish to use Card Services. Striga assumes no liability towards you arising from the legal relationship you have with the Card Provider, including for the services offered to you by the Card provider, or from any Card Provider Terms conflicting with these Terms.
- (G) Striga's personal data processing practices are described in Striga's "**Privacy Policy**". Your use of the Card Application and Card Services is subject to agreeing to our Privacy Policy. Please refer to the Privacy Policy on Striga's website www.striga.com (direct link [here](#)).

The Terms are the following:

1. DEFINITIONS

The following definitions apply to these Terms:

- **Agreement:** the legal relationship between you and us as laid down in these Terms and amended from time to time for the use of the Card Application and access to Card Services.
- **Card Application Account:** the unique digital account created for you in the Card Application for the purpose of accessing and utilizing Card Services.
- **Card Application:** an online web application developed and maintained by Striga for enabling access to Card Services.

- **Card Provider Terms:** Card Provider's terms and conditions that apply to the use of Card Services by the End Users, as amended and updated from time to time.
- **Card Provider:** Wallester AS (registry code 11812882), a Payment Institution authorized by the Financial Supervision Authority of the Republic of Estonia.
- **Card Services:** Card issuing and related payment services, provided by the Card Provider.
- **Distributing Application:** an online application provided by the Distributor to facilitate End Users' access to Card Application and Card Services.
- **Distributor:** an entity that cooperates with us to distribute and enable you to access the Card Application and Card Services.
- **End User:** the individual who accesses the Card Application and Card Services.
- **Fee Schedule:** a document outlining the fees and charges applicable to the use of the Card Services, including issuance fees, delivery fees, transaction fees, and any other associated costs.
- **Payment Card:** a payment card issued to you by the Card Provider, enabling payment transactions in fiat money than can be funded with Virtual Assets stored in your Wallet.
- **Privacy Policy:** a document describing our practices for processing the personal data of data subjects, as amended and updated from time to time and made available through the Striga Website (direct link [here](#)).
- **Restrictions and Limitations:** restrictions and limitations that apply to services provided to the End Users, as amended and updated from time to time. Restrictions and Limitations information are found on the Striga Website (direct link [here](#)).
- **Striga Account:** the unique digital account created for you in the Distributing Application for the purpose of accessing and utilizing Virtual Asset Services provided by Striga.
- **Striga Website:** Our website at the address <https://www.striga.com>, or at another address as communicated from time to time.
- **Striga:** Striga Technology OÜ, a company incorporated and registered under the laws of the Republic of Estonia, registry code: 16298772, address: Pärnu mnt 110, 11313 Tallinn, Republic of Estonia.
- **Terms:** these Terms as amended and updated from time to time and made available through the Striga Website.
- **Virtual Asset:** a value represented in the digital form, which is digitally transferable, preservable, or tradable and which natural persons or legal persons accept as a payment instrument but that is not the legal tender of any country or funds for the purposes of Article 4(25) of Directive (EU) 2015/2366 of the European Parliament and of the Council on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC, and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC (OJ L 337, 23.12.2015, pp 35–127) or a payment transaction for the purposes of points (k) and (l) of Article 3 of the same Directive.
- **Wallet:** a Virtual Asset account that allows the holding, storing, and transfer of Virtual Assets and is managed with encrypted keys.

2. ACCESS TO CARD APPLICATION

- 2.1. Under These terms, we provide you with a non-exclusive, non-transferable right to use the Card Application for the purpose of accessing Card Services.
- 2.2. The provision and maintenance of your access to the Card Application and Card Services is conditional upon you having a Striga Account. However, you acknowledge and accept that having a Striga Account does not guarantee your eligibility for Card Services and that it is in the Card Provider's discretion to approve you as its customer for the issuance of the Payment Card and provisioning of respective Card Services.

- 2.3. We are legally not required to enter into an Agreement with you. We may decide not to provide you with access to the Card Application at our sole discretion without being required to give reasoning.
- 2.4. The Card Application is hosted by us and accessible through the Distributing Application. We make no warranties with respect to the service availability of the Distributing Application. You acknowledge and accept that access to the Card Application and certain Card Services may be interrupted or unavailable due to issues related to the Distributing Application, and we shall not be liable for any such interruptions or unavailability.
- 2.5. These Terms are not addressed to or intended for citizens or residents of the United States of America, persons located in the United States of America, or other US Persons (including US tax residents, people who stay in the United States of America for a period of time for academic or job/business related purposes, etc.). Under these Terms, we do not provide services to US Persons. You declare and warrant to us that you are not a US Person. Should you be identified as or become a US Person during the term of the Agreement, we have the right to terminate the Agreement immediately, and we shall not be held liable for any damage caused to you in connection with the termination of the Agreement. You are obliged to immediately notify us of any circumstances that may qualify you as a US Person

3. CARD APPLICATION ACCOUNT SETUP

- 3.1. You can set up a single Card Application Account through a single Distributing Application. You may set up several Card Application Accounts through different Distributing Applications.
- 3.2. To set up your Card Application Account in the Card Application, you must set up two-factor authentication (2FA) with a supported authenticator application that is used to verify your identity upon using the Card Application and Card Services. Upon setup, you must follow the instructions in the Card Application.
- 3.3. You are responsible for always keeping your 2FA credentials secret and safe, and you must make every reasonable effort not to allow third parties to access the Card Application with your credentials. If a third party accesses the Card Application or Card Services with your credentials in circumstances beyond our reasonable control, you are solely liable for any potential losses or damages. You also acknowledge that the loss of your 2FA credentials may, in some circumstances, result in an irrevocable loss of access to the Card Application and Card Services.

4. USE OF CARD SERVICES

- 4.1. In the Card Application, you can order a Payment Card, link your Payment Card to your Striga Account that you access through the Distributing Application, utilize Card Services, view your Card transaction history, and manage your Card(s).
- 4.2. Card Services are provided without the Distributor's involvement. The Distributor does not have access to your Card details and Card transaction history. All Card management functions are provided by Striga within the Card Application and cannot be exercised by the Distributor.
- 4.3. The Card Provider issues both physical and virtual Payment Cards. Physical Cards are available for ordering depending on availability and upon the Distributor choosing to enable this feature.
- 4.4. You acknowledge and agree that using the Payment Card for payments and ATM withdrawals is not possible within the countries, territories, regions, or jurisdictions listed in the Restrictions and Limitations. Transaction limits apply, as specified in the Restrictions and Limitations.

- 4.5. Upon the creation of a Payment Card, issued to you by the Card Provider, you must link your Payment Card with your chosen Virtual Asset in a Wallet issued by us. By linking your Payment Card to a specific Virtual Asset Wallet, you agree that the transactions made with the Payment Card will result in debiting the respective Virtual Asset Wallet based on the value of the Payment Card transaction in euro (EUR) as per Striga's generally broadcasted exchange rate at the time of the Payment Card transaction. Linking your Payment Card with your fiat currency associated with your Striga Account is not possible. An attempt to establish such a link shall be construed and processed as linking the Payment Card to your USDC (USD Coin) Wallet, initiating a standing order for the conversion of your fiat currency for USDC at the moment of each Payment Card transaction, with USDC being the asset deducted from your Wallet for transactions with such a Payment Card.
- 4.6. If you initiate a transaction with a Payment Card issued to you by the Card Provider, your transaction will be completed on the condition that the balance of the Virtual Asset Wallet linked to the Payment Card is sufficient to cover the amount of the Payment Card transaction and applicable fees. You acknowledge that at the time of such a transaction, the transaction is funded from our funds. Therefore, by authorizing your Payment Card transaction, you simultaneously authorize us to perform a set-off and debit the Virtual Asset Wallet linked to the Payment Card amounting to the value of the Payment Card transaction in euro (EUR) as per the applicable exchange rate, and we shall not be required to submit you a separate set-off notice.
- 4.7. You agree and accept that your Payment Card transaction will be declined if the balance of the Virtual Asset Wallet linked to the Payment Card is insufficient to cover the amount of the Payment Card transaction and applicable fees.

5. FEES

- 5.1. We charge fees for enabling access to Card Services as laid down in the accompanying Fee Schedule. The Fee Schedule is accessible via the Card Application. The Fee Schedule varies depending on the Distributing Application used to access the Card Application and Card Services.
- 5.2. We may change the Fee Schedule by giving at least 14 days' notice. If you do not consent to the new Fee Schedule, you may close your Card Application Account. You are deemed to have consented to the new Fee Schedule if you continue to use the Card Application and Card Services after the notice period has expired.

6. YOUR OBLIGATIONS AND LIABILITY

- 6.1. You must use the Card Application and Card Services in strict compliance with these Terms and Card Provider Terms. Additionally, you undertake to identify and follow the requirements of the laws applicable to you and/or in the jurisdiction from which you access the Card Application and Card Services.
- 6.2. You may not disguise or attempt to disguise your location through IP proxying or other methods.
- 6.3. You confirm and warrant that you pay all applicable taxes for any transactions. You agree and accept that we are not required to advise you in relation to the taxation of your transactions.
- 6.4. You are fully responsible for any mistakes, errors, or defects which may have been made by you in the course of accessing and using the Card Application and Card Services.
- 6.5. You may not interfere with or attempt to interfere with the normal operations and activities of the Card Application and introduce a software virus or other disruptive program or do any act which would cause the Card Application to become unavailable for use by others.

- 6.6. You must refrain from any actions that may cause monetary or reputational damage to us, our Distributors, and the Card Provider. You shall indemnify us and each of our directors, officers, employees, Distributors, the Card Provider, and other third parties against any losses or damages which may be suffered or incurred by us and/or any of them directly or indirectly in connection with or as a result of any services performed or action taken under the Agreement unless caused by the gross negligence, willful default or fraud of the person claiming the indemnity under this clause 6.6. We may deduct our claims against you from your Wallet and/or from fiat currency associated with your Striga Account.

7. OUR OBLIGATIONS AND LIABILITY

- 7.1. Subject to the conditions and limitations arising from these Terms, we will provide you with access to the Card Application and Card Services, and comply with our obligations under the Terms and applicable law to the level of skill and care as would reasonably be expected of a professional provider of such services.
- 7.2. We exercise reasonable care and endeavor to protect the Card Application and ensure its secure and stable operation. However, we do not warrant that the Card Application and the Card Services will be continuous, uninterrupted, timely, or free from errors, viruses, or other malware. We may perform scheduled and non-scheduled maintenance of our systems and update and improve them without giving notice to you. During maintenance, the Card Application and/or Card Services may be temporarily unavailable. We assume no liability for any damage that may result from downtimes or transmission of malware via the Card Application.
- 7.3. We will only be liable to you for direct damage caused by our direct breach of these Terms. We assume no liability for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect, or consequential loss costs, damages, charges or expenses however arising under the Agreement.
- 7.4. Subject to applicable law, we shall not be liable for any losses or damages suffered or incurred by you in connection with:
- 7.4.1. the default or insolvency or the acts or omissions of any counterparty, Distributor, Card Provider, or another person with or through whom transactions by you or on your behalf are conducted;
 - 7.4.2. any service performed or action taken in connection with the Terms and/or the applicable law unless caused by our gross negligence, willful default, or fraud;
 - 7.4.3. us acting upon any instruction, notice, request, consent, or confirmation received by us and reasonably believed by us to be genuine and given by you;
 - 7.4.4. any decision taken by you in relation to your use of the Card Application and Card Services;
 - 7.4.5. any fraudulent activity (other than our own fraud), computer misuse, computer hacking, theft, or other dishonest appropriation;
 - 7.4.6. our inability to cancel or reverse a transaction;
 - 7.4.7. as a consequence of any delay, partial or non-performance of our obligations under the Terms caused by reasons beyond our reasonable control or an event of force majeure, including fires, strikes, floods, power outages or failures, acts of God or the state's enemies, pandemics or epidemics, acts of any government, a breakdown or failure of any electronic communications or computer-based system or network, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of applicable law notwithstanding that you may have notified us of the same.
- 7.5. To the maximum extent permitted by any applicable law, we make no warranties of any kind, whether express or implied, in relation to the Card Application and Card Services, including but

not limited to implied warranties of satisfactory quality, functionality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, title, condition or completeness, merchantability, or any implied warranty arising from a course of dealing or usage or trade.

- 7.6. Nothing in this Agreement excludes our liability for:
 - 7.6.1. fraud or fraudulent misrepresentation;
 - 7.6.2. deliberate misconduct or gross negligence;
 - 7.6.3. death or personal injury caused by our negligence.
- 7.7. Nothing in this Agreement shall limit your guaranteed rights as a consumer under mandatory provisions of applicable consumer protection legislation.

8. INTELLECTUAL PROPERTY

- 8.1. Intellectual property rights provided in connection with the Card Application and Card Services, including, without limitation, our logo and all designs, text, graphics, pictures, information, data, software, and other files and the selection and arrangement thereof are the intellectual property of Striga and/or licensed to Striga (hereinafter: **Striga's IP**).
- 8.2. Your use of the Services shall not be deemed as us transferring any intellectual property to you. You may use Striga's IP only to the extent reasonably necessary to use the Card Application and Card Services. It is prohibited to resell any of Striga's IP, distribute it or display it publicly; modify or otherwise make any derivative uses of Striga's IP; or use Striga's IP for any other purpose than explicitly allowed under these Terms. You may not illegally use or dispose of the intellectual property rights of Striga or any other person during your use of the Card Application and Card Services.
- 8.3. We own all rights contained in the name of Striga (including but not limited to business goodwill and trademarks, and logos). You may not use, copy, or imitate, in whole or in part, Striga's trading name, brand, logo, service names, and slogans without our prior written consent. All other trademarks, registered trademarks, product names, and company names or logos mentioned through the Card Application and Card Services are the property of their respective owners.

9. DATA PROCESSING

- 9.1. To provide you with access to the Card Application and Card Services, we will process your personal data as laid down in these Terms and our Privacy Policy.
- 9.2. We are committed to protecting your personal data and agree to process such data in accordance with applicable laws and regulations. We implement appropriate technical, organizational, and legal measures to protect your data.
- 9.3. While we process the data collected from you internally within our organization, we may also transfer your data to the Card Provider and other relevant third parties to the extent it is necessary to provide access to the Card Application and Card Services, as well as to meet our contractual and regulatory obligations. Upon transferring your personal data to third parties, we undertake to implement appropriate safeguards to protect your personal data as prescribed in applicable law.
- 9.4. Striga shares your data with the Distributor in a minimally identifiable manner to enable the Distributor to maintain a general overview of End User profiles and activity and manage the overall distribution program on the Distributor's end.
- 9.5. You agree to the processing of your personal data as set out in these Terms and the Privacy Policy, as amended from time to time.

10. CUSTOMER SERVICE, COMPLAINTS, AND CLAIMS

- 10.1. Customer support in relation to the use of the Card Application and Card Services is provided by us. You may submit your support request or complaint by sending an email to support@striga.com.
- 10.2. If you wish to file a complaint in relation to the Card Services or challenge a transaction made with a Payment Card, you will need to contact us, and we will forward your complaint or claim to the Card Provider. The Card Provider will process your complaint or claim in accordance with its policies as notified and amended from time to time. If you do not challenge a transaction made with the Payment Card, we may process your complaint or claim instead of the Card Provider.
- 10.3. We shall not assume any liability for the actions of the Card Provider in relation to processing your complaint(s) or for the outcome of such proceedings.
- 10.4. Where we process your support request, complaint, or claim, we generally respond to your request or complaint and provide a potential solution within 15 business days after receiving the request or complaint. However, you agree and accept that we may extend the deadline for responding to your request or claim to not exceeding 35 business days.

11. TERMINATION OF THE AGREEMENT

- 11.1. You may terminate the Agreement at any time by contacting us via email. Upon receiving the relevant notification, we will close your Card Application Account and discontinue all associated Card Services within a reasonable time. You may also contact the Distributor to close your Card Application Account.
- 11.2. We may unilaterally terminate the Agreement with immediate effect and without liability to you in the following cases:
 - 11.2.1. you materially breach any provision of this Agreement;
 - 11.2.2. the Distributor has instructed us to terminate the Agreement with you;
 - 11.2.3. our cooperation with the Distributor terminates;
 - 11.2.4. in other cases provided in this Agreement or applicable law.
- 11.3. At any time and for any reason at our sole discretion, we may terminate the Agreement, close your Card Application Account and reject all pending transactions without notice and without any liability to you.
- 11.4. This Agreement terminates automatically and without any liability to you upon termination of the agreement governing your use of the Striga Account that you access through the Distributing Application.
- 11.5. After your Card Application Account is closed, we may further process your personal data and other data related to your use of the Card Application and Card Services if such further processing is allowed or required under applicable law.

12. MISCELLANEOUS

- 12.1. **Modification of the Terms.** We reserve the right to modify and restate these Terms from time to time in our sole discretion, and such modification(s) will be effective immediately upon being published on the Striga Website. You undertake to monitor any possible changes in these Terms on the Striga Website regularly, and your continued use of the Card Application and Card Services after such modifications will be deemed to be your conclusive acceptance of all changes to the Agreement.

- 12.2. **Assignment.** You shall not, without our prior written consent, assign, transfer, charge, sub-contract, delegate, declare a trust over, or deal in any other manner with all or any of your rights or obligations under or in connection with these Terms and your use of the Card Application and Card Services. We may at any time assign, transfer, charge, sub-contract, delegate, declare a trust over, or deal in any other manner with all or any of its rights or obligations under or in connection with these Terms and your use of the Card Application and Card Services.
- 12.3. **Severance.** The invalidity or unenforceability of any provision of the Terms will not affect the validity or enforceability of any other provision of these Terms, all of which will remain in full force and effect. In case of an invalid or unenforceable provision in the Agreement, you and we shall negotiate in good faith to agree on a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 12.4. **Notices.** You agree that we send all notices and other communication with respect to your use of the Card Application and Card Services to your email address registered with your Striga Account.
- 12.5. **Third-Party rights.** The Terms do not give rise to any rights to anyone who is not a party to the Terms.
- 12.6. **Governing law.** These Terms are governed by the law of the Republic of Estonia, except for the conflict of laws rule.
- 12.7. **Jurisdiction.** Without prejudice to clause 10, you and we shall attempt to settle all the disputes arising under or in connection with these Terms and the Services by way of negotiations. If negotiations fail, then any dispute, disagreement, or request arising from the Agreement and concerning the Agreement, including its infringement, termination, or invalidity, shall be settled in Harju County Court (*Harju Maakohus*) in Tallinn, Estonia, as the court of the first instance.
