

Legal Notice

In compliance with Spanish Act 34/2002, of 11 July, on Services of the Information Society and Electronic Commerce (hereinafter LSSI), we hereby inform you that PECUNIA CARDS EDE, S.L.U. (hereinafter PECUNPAY), which is filed in the Companies Registry of Madrid, Volume 43345, Page 58, H. B, 1st entry, registered with the Bank of Spain 6707; with Tax Code B86972346, and which has its registered office at Avenida de Bruselas N°35, 28108, Alcobendas, Madrid, is the owner of this website.

Purpose of the website

Pecunpay makes this website available to internet users in order to promote its own image and provide information about its services.

The purpose of these general conditions of use is to regulate both the provision of information and the relationship between Pecunpay and the users of the portal. If you do not agree to be bound by these terms and conditions, please do not use this website.

Access and use of the Pecunpay website and access to the information relating to any of the products and services contained therein implies acceptance of the terms and conditions of this legal notice. We therefore recommend that you read the content carefully if you wish to access and make use of the information and services offered from this website.

Changes

These conditions are in force as of the date of their last update. Pecunpay may at any time, and without prior notice, modify these conditions by publishing these modifications on the website so that users may be aware of them. In this case, the new conditions will come into force as soon as they are published and will be applicable to all users of the website from that date.

The content of the portal, particularly informative and advertising references, does not constitute a binding offer, unless indicated otherwise. Pecunpay reserves the right to modify or partially or completely omit the current contents of the Pecunpay website at any time, as well as to prevent or restrict access temporarily or permanently.

Intellectual and Industrial Property

All the contents shown on this website and, in particular, designs, texts, graphics, logos, icons, buttons, software, commercial names, brands, trademarks, industrial drawings or any other signs susceptible of industrial and commercial use, are subject to intellectual and industrial property rights of which Pecunpay is the owner or legitimate licensee. Where applicable, they may be the property of third-party owners who have duly authorised their inclusion on the website.

In relation to the contents of this website, under no circumstances shall it be understood that any licence is granted or that any waiver or transfer of rights - either total or partial - regarding intellectual and industrial property is made.

However, at their own risk, users may download or make copies of such elements exclusively for their own personal use, provided that they do not infringe any of Pecunpay's intellectual or industrial property rights. In particular, the user may not alter, modify or delete them in whole or in part. Under no circumstances does this imply any authorisation or licence of Pecunpay's intellectual or industrial property rights.

It is expressly forbidden to present the Pecunpay website or the information contained therein under eframes, distinctive signs, trademarks or trade names of another person, company or entity.

Obligations of the user

In general, the user undertakes to comply with these conditions of use and, where applicable, with any special conditions that may be applicable, as well as to comply with the special warnings and instructions contained in these conditions or elsewhere in the website, and to always act in accordance with the law, to good customs and the requirements of good faith, using the diligence appropriate to the nature of the service, refraining from using the website in any way that may impede, damage or impair the normal operation of the website, the property or rights of Pecunpay, its suppliers, collaborators, users or, in general, any third party.

The user undertakes, in the use of this website, as well as in the provision of the services, by way of example and without limitation:

- When using forms, to provide truthful data.
- Not to use false identities or impersonate others when using the website.
- To adequately safeguard the access codes to the private area that may be provided by Pecunpay, undertaking not to allow their use by third parties, assuming responsibility for any damages that may arise from their improper use.

- To communicate to Pecunpay, as soon as possible, the loss or theft of passwords, as well as any risk of access to the information in the access system by a third party.

Warranty and Liability Disclaimer

Access to this website may be occasionally suspended or restricted to allow for repairs, maintenance or the introduction of new facilities or services. Pecunpay will use reasonable efforts to limit the frequency and duration of such suspension or restriction. However, it may suspend, withdraw or cancel all or part of the content and services not subject to a specific contract at any time and without prior notice.

The internet connection, necessary to access the service, is in no case provided by Pecunpay. The user is informed that data communications through open networks are not secure, and that it is the user's responsibility to adopt all appropriate technical measures to reasonably control the risks and avoid possible damage to their equipment, loss of data and theft of confidential information. To this end, you should have up-to-date malware detection systems, as well as updated security patches for the corresponding browsers you use. For more information, please contact your Internet service provider.

Pecunpay shall not be liable for any damages that may arise from, but not limited to: (i) Inferences, omissions, interruptions, computer viruses, breakdowns and/or disconnections in the operational functioning of this electronic system or in the computer devices and equipment of the users, due to causes not attributable to Pecunpay, which prevent or delay navigation through the system; (ii) Delays or blockages in use caused by deficiencies or overloading of the Internet or other electronic systems; (iii) The fact that they may be caused by third parties through interference not attributable to Pecunpay; (iv) The impossibility of providing the service or allowing access for reasons not attributable to Pecunpay, whether due to the user, third parties or force majeure.

The links included in this website may redirect to third-party websites. Pecunpay does not assume any responsibility resulting from the connection, contents, information or services that may appear on these sites, which will be exclusively for information purposes and in no case imply any relationship between Pecunpay and the persons or entities that own such contents or the owners of the sites where they are located.

Guarantee: protection of the funds received

Pecunpay has secured the funds received from the client for the provision of payment services. In that regard, they have a deposit in a separate account pursuant to the provisions of art.16 of Royal Spanish Decree 778/2012, of 4 May, on the legal system governing electronic money institutions.

Customer service

Users may contact Pecunpay by e-mail at atencionalcliente@pecuniacards.es with any type of operational query, possible incident or technical assistance.

If the Customer Service team does not resolve the query/incident regarding the services provided, users may file a complaint or claim with the Pecunpay Customer Service Department. They may do so by sending an email to servicioatencioncliente@pecuniacards.es, according to Pecunpay's Customer Ombudsman Regulations, which are available to users on the corporate website.

Governing Law and Jurisdiction

All disputes or claims arising from the interpretation or execution of this Legal Notice shall be governed by Spanish law and shall be subject to the jurisdiction of the Courts and Tribunals of Madrid, in the event that you make use of the website in your professional area. In case that you make use of the website for personal purposes, in your capacity as a consumer, any disputes or claims arising from the interpretation or execution of this Legal Notice shall be governed by the provisions of the applicable legislation on consumers and users.