

# Terms and Conditions

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## **About This Terms**

This website, [rabbitpay.net](https://rabbitpay.net), or electronic service (collectively, the "Services' ') is owned and operated by Rabbit Pay (the "Company," "we," or "us") with the registered number **(number)**, located at Lokarje 35f, 1217 Vodice, Slovenia. These conditions of use apply to your use of the services, including the website located at [rabbitpay.net](https://rabbitpay.net) (including any versions optimized for viewing on a wireless or tablet device); all email newsletters published or distributed by; and all other interactive features and communications provided by Rabbit Pay. As used in this Agreement, the "Service" refers to Rabbit Pay's payment processing services, as well as our website, any software, programs, documentation, tools, hardware, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) thereto provided to you by Rabbit Pay, directly or indirectly. Your use of the Service constitutes confirmation of your acceptance and agreement to the terms of this Agreement.

**KINDLY GO THROUGH THESE TERMS AND CONDITIONS THOROUGHLY BEFORE USING THE WEBSITE.**

These Terms of Use control the opening, use, and closing of your Rabbit Pay Account and all associated payment services as set out in this document. They form the agreement between you and us, together with any other terms and conditions set out in these Terms of Use. You will have to acknowledge and accept additional terms and conditions for the use of additional services as communicated to you when you request or use these services. You are encouraged to print or save for future reference, and to hold a copy of these Terms of Use. You can always see the current Conditions of Use on our website.

## **Eligibility**

By accessing or using the Rabbit Pay website and its documents, you accept and warrant that you are not a minor (over 18 years of age) and you accept and comply with these terms and conditions. Any use or access by anyone under the age of 18 on both the website and its content is highly prohibited and violates our terms set out in this agreement. The website is available and provided to users who are legally able to enter into a binding contract in the state in which they live. By using the services, you promise and declare that you are of legal age to enter into a binding contract with us and meet the eligibility criteria set out in this agreement.

## **Use of this website**

The design of this site and all texts, graphics, photographs, videos, documents, content, and other materials displayed or available for download on this site are protected by Slovenian and European copyright, trademarks, and other laws. They can only be used to the extent permitted by these general conditions or with the prior written authorization of Rabbit Pay. In no case may you modify the information or documents displayed or transmitted from this site or publicly publish or display, conduct or distribute or otherwise use any information or material found on this website for public or commercial purposes. Any unpermitted use of this material or data may be in violation of copyright laws, trademark laws, laws on privacy and advertisement, and any other regulations. You agree and accept that you will not erase any copyright, trademark, or other proprietary notices contained in any content of the site.

## **Contents**

The texts, images, photos, graphics, videos, logos, illustrations, descriptions, information, and other elements of the site, as well as their selection, assembly, and layout, are collectively called “Content”. The content may contain errors, omissions, or maybe out of date. Rabbit Pay may modify, delete, or update the content at any time. The content is for informational purposes only and is not binding on Rabbit Pay.

All content, logos, graphics, pages, scripts, and service names that are included or available on the site are subject to commercial laws, trademarks, trademarks or copyright laws and other laws relating to intellectual property in Slovenia. The intellectual property of Rabbit Pay should not be used without the written permission of Rabbit Pay. All other Rabbit Pay trademarks and non-exclusive marks, which appear on the site, are the property of their respective owners, who may or may not be affiliated with, or sponsored by Rabbit Pay.

You may view and use the content for personal use only. Rabbit Pay. does not grant you or anyone else the right to use, reproduce, copy, modify, transmit, display, publish, sell, license, create derivative works, publicly perform or distribute in any way, strategy or procedure whatsoever, known now, or developed hereafter, any of the website content, or any content transmitted on through the use of this site.

## **Intellectual Property**

Names, images, and logos identifying Rabbit Pay or third parties and their products and services are subject to the copyrights and trademarks of Rabbit Pay or third parties. Unless expressly stated in these general conditions, nothing in these general conditions shall be interpreted as implying, by estoppel or in any other way, a license or a right to use a mark, a patent, a design or a right to the copyright of Rabbit Pay or any other third party.

You are not giving the right to copy, reproduce, republish, download, publish, broadcast, transmit, make available to the public, or otherwise use the content of our site. You also agree not to modify or create derivative works from any material on our website except for your personal, non-commercial use. Provided that we expressly authorize content in these terms and conditions, any other use of the content of our site requires the prior written authorization of Rabbit Pay.

You agree that you will only use our site for lawful purposes following these terms and conditions in a manner that does not violate, restrict, or prevent anyone from using and enjoying our site.

## **Copyright complaints**

The policy of Rabbit Pay is to respond to notices of alleged copyright infringement, which are following Slovenia copyright law. Rabbit Pay respects the intellectual property of others, and we ask our users to do the same. If you violate these conditions, you are guilty of copyright infringement, and you will be held responsible in court. Do not copy, distribute, modify, steal, or sell copyrighted works and original documents created or supplied by Rabbit Pay.

**If you have any concerns about the intellectual property of the site, please send the following information to Rabbit Pay copyright agent:**

The signature of the person permitted to represent the original owner of the content;

- The location of the material giving rise to the concern on the site;
- Your email, address, phone number;
- A document from you that states that you have a good faith that the disputed use is not authorized by the copyright or another intellectual property owner;
- A text from you under penalty of perjury, that the above information in your announcement is valid and that you are the owner of the copyright or authorized to act on behalf of the copyright owner.

All Notifications should be forward to:[info@rabbitpay.net](mailto:info@rabbitpay.net) or to the company address: Lokarje 35f, 1217 Vodice, Slovenia.

## **Your Rabbit Pay account**

Your account is an online money account that allows you to send and receive payments by electronic means. Your account is denominated in the currency of your choice, as you have selected from among the currencies that Rabbit Pay makes available to you from time to time. This will remain the currency of your account for the duration of your agreement with us.

The electronic money stored on your Rabbit Pay account will not expire, but there will be no interest gained. You have the right to withdraw funds at any time from your account. You may, however, be required to confirm your identity in advance. There is no minimum withdrawal amount and there are currently no applicable withdrawal fees as the service is currently free. You can choose the withdrawal method when submitting your withdrawal request. You agree that the European Financial Services Compensation Scheme (FSCS) will not extend to your Rabbit Pay Account by agreeing to these Terms of Use. You could lose the electronic money stored in your Account in the unlikely event that we become insolvent. Nevertheless, we are bound by the European Electronic Money Directive 2009/110/EC and UK national regulations, which are intended to ensure the protection and availability of funds deposited in electronic money accounts.

## **Registration of Rabbit Pay Account**

You will be asked during registration whether you want to create a personal Rabbit Pay account or a commercial Rabbit Pay account. In our opinion, we reserve the right to decide how to use your Rabbit Pay account for commercial purposes. In addition to these conditions of use, if you use your Rabbit Pay account for commercial purposes, it will be subject to the conditions established in the Commercial or Business clause. If you have any questions about whether or not a transaction equates to business activity, please contact our customer service.

You must first open an account with us to use our services by registering your information on our Website. You will need to accept these Terms of Use and our Privacy Notice as part of the sign-up process and you will need to have the legal capacity to accept those terms. When you order additional services, additional terms and conditions can be needed for you to agree. You may only open a Rabbit Pay account in your country of residence if it is legal to do so. By opening an account you represent and warrant to us that your Rabbit Pay Account opening does not infringe any laws or regulations that apply to you. You will compensate us the balance of any damage we can incur in connection with your violation of this clause

**Accuracy of information:** When you request an account, you will be asked to provide information that allows us to verify your identity, including but not limited to: (a) A valid physical address (excluding post office boxes or agencies receipt of commercial mail), (b) A telephone number, information on your bank account or cash register, (c) A copy of your photo ID and your tax or social security identification number. When you create your account, you agree to provide Rabbit Pay with true and correct information. You must agree to correct this information at all times, to keep it real and accurate.

**Authentication:** More identification information or documents can be needed to allow Rabbit Pay to verify your identity or account information. Also, Rabbit Pay may verify your information against third-party databases or other sources, and you authorize Rabbit Pay to do so.

**Password security:** You are responsible for keeping secure information about your account login, password, and PIN. If you share your Account credentials with another entity, you are responsible for all actions carried out by that third party accessing your Account, irrespective of whether you have approved the operation or not. Rabbit Pay will never ask for your account credentials.

## **Business or Commercial Account**

To apply for the Rabbit Pay Commercial or Business Account, you or the individual or individuals submitting the application (your "Representative") must provide us with your business or trade name, physical address, email address, telephone number, tax identification number, URL, the type of your business or operation, and any other information we need about you. We may also collect personal information about your full members, constituents, and the administrator of your Rabbit Pay account (including name, date of birth, and government-issued identification number). Until you have submitted all the required information, and we have reviewed and approved it, your Rabbit Pay Account will only be available to you on a provisional basis, and we may terminate it at any time and for any reason before you have submitted and we have verified and approved all the necessary details.

**Business Representative:** You and your representative separately declare to Rabbit Pay that, your representative, is authorized to provide the above information on your behalf and to bind you to this agreement, and (ii) your representative is a director, executive or otherwise has substantial responsibility for the power, management or direction of your company or business. Rabbit Pay at some point may demand that you or your Representative share with us more information or documents establishing your Representative's dominance any time with no obligation you. Without the express written consent of Rabbit Pay, on behalf of a customer Rabbit Pay previously terminated from using the Services, neither you nor your Representative can register or attempt to register for a Rabbit Pay account. If you are a sole proprietor, you and your Representative also state that your Representative is solely responsible for the use of the Facilities and the responsibilities towards Consumers, including payment of any sums owed under this Agreement.

**Validation:** Rabbit Pay may demand additional information at any time throughout the term of this agreement and your use of the services to verify ownership or control of the business or company, verify the information you have provided, verify your identity or that of your representative, and determine your financial situation and the risks associated with your

business. These additional details may include commercial invoices, government-supplied identification copies, commercial licenses, or other information relating to your business, beneficial owners or administrators. Often, we can request that you share with us a personal or company guarantee. Failure to provide this information or material may result in your Rabbit Pay Account being suspended or terminated.

The user claims he or she authorizes us to gather more information about him or her from our service providers and other third parties, also credit reporting agencies, and information offices, The user also agrees to authorize and order these third parties to compile and supply us with such information. You as a user agree that this will include your name, addresses, history of credit, and other information about you or your representative. You expressly consent with us to use your information to validate any other information you may have provided to us and that any information we receive may influence our assessment of your overall risk to our business. You agree that such details will in some cases lead to your Rabbit Pay Account being suspended or terminated. Rabbit Pay can update this information regularly as part of our underwriting requirements and risk analysis procedures.

**Changes in your business, keep your Rabbit Pay account updated:** you agree to keep your Rabbit Pay account details updated. You must update your Rabbit Pay Account promptly with any adjustments that affect you, the nature of your company, your representatives, beneficiaries owners, directors, or any other relevant detail. If you do not maintain this information, we will suspend your Rabbit Pay account or cancel this agreement. You also agree to inform us in writing immediately at latest three days after one of the following events: You are the target of any application for bankruptcy or voluntary or involuntary insolvency, of a procedure or of proceedings, judicial administration or similar action (any of the foregoing, a “Bankruptcy Proceeding”); your financial situation is negatively affected; liquidity is expected, or substantial change in the basic nature of your business, or there is any change in the control or ownership of your business or parent entity

## **Your Relationship with Your Customers**

You can only use the Services for legal transactions with your Customers. You know your customers better than we do and your relationship with them is your duty. Rabbit Pay is not responsible for the goods or services you promote or offers, or that your customers purchase through the Services. You declare that you are solely responsible for the nature and quality of the products or services that you provide, as well as for the delivery, assistance, refunds, returns, and any other auxiliary service that you provide to your customers. Rabbit Pay provides services to you, but we have no way of knowing whether a purchase, sale, donation, order, or other transaction (each "Transaction") is correct or complete, or typical for your business. You are responsible for knowing whether a Transaction made by your Customer is incorrect (such as a Customer ordering an item when he wanted to order another) or suspicious (such as an irregular or large transaction, or a request for the delivery to a foreign country where this does not normally happen or occurs). If you are unsure of an erroneous or suspicious transaction, you agree to research the transaction and contact your Customer before completing or finalizing the transaction if necessary. You are solely liable for any impairment or damages you may be exposed to in correspondence with your use of the Services due to incorrect or fraudulent transactions.

## **Customer Support or Management**

We will help you in addressing general problems about your Rabbit Pay account and the use of the Services. A review of our documentation is the most effective way to get answers to your questions. If you still have questions after reviewing the documentation, please contact us. As a company owner with a company or business account, you are solely responsible for offering customer care with regard to receipts for sales, product or service distribution, insurance, returns, refunds, and all other issues related to your goods and services and business to your customers.

## **Maintaining your Rabbit Pay account**

You must ensure that the information available on your Rabbit Pay account is always correct and up-to-date. We will not be responsible for any damages

that may result from your failure to do so. At any time, we may ask you to confirm your information's accuracy or to provide documents or other evidence. We may contact you by e-mail or in other ways through the information you provided on the website for notices about your Rabbit Pay account. It is your duty to check that your email account or other contact methods that you have registered in your Rabbit Pay account are working properly, and to quickly retrieve and read the messages relating to your Rabbit Pay account. We are not responsible for any damage that will result from your failure to do so.

Money uploads, transfers received, transfers sent and money withdrawals are reflected in your online transaction history along with the date of receipt or transfer (the date of the debit value), the fees paid and any exchange rate used where appropriate. Each transaction that you initiate will be assigned a unique transaction ID and displayed in the history of the transaction. We will not alter or modify the information shown in the history of your online transaction. When interacting with us regarding a specific transaction, you can reference this transaction ID. You will agree to frequently review the balance and transaction history of your Rabbit Pay account. You should always report any irregularities or clarify any inquiries you may have by communicating with our customer service as fast as you can. To receive a refund on your Rabbit Pay account for an unauthorized or incorrect payment transaction, you must contact us without undue delay after becoming aware of the unauthorized or incorrect transaction and in any event no later than thirteen (13) months after The date of debit of the transaction. Each month, we will send you an email notification to the email address used when registering for your Rabbit Pay account reminding you to log into your Rabbit Pay account and download or print a copy of your Rabbit Pay account transaction history

## **Protecting your Rabbit Pay account**

You will take all appropriate precautions to always protect your Rabbit Pay account password and all other security features and do not disclose them to anyone. Our staff will never ask you to provide us with your password or disclose with any third party. Every message you receive or the website you visit that requests for your password or other security features other than the

Rabbit Pay website or a Rabbit payment gateway on a merchant website should be reported to us. If you are in doubt about the true existence of a website, feel free to contact our customer service. For the risk of a security breach in relation to your Rabbit Pay account, it is best to change your password periodically (at least every three (3) to six (6) months). We also advise you not to use a password that can easily be guessed from information that someone may learn or gather about you. You should never allow someone to access your Rabbit Pay account, or watch your Rabbit Pay account accessed. We imply you to take all the security measures and to comply with the security protocols we've informed you about.

We may disable your Rabbit Pay account or otherwise limit its functionality for legitimate reasons relating to the security of the Rabbit Pay account or any of its security features or if we reasonably suspect that your Rabbit Pay account has been unauthorized or fraudulently used or that any of its security features have been compromised. We must inform you in advance of any suspension or restriction and of the reasons for such suspension or restriction or, if we are unable to do so, immediately after the suspension or restriction has been enforced, unless notifying you would be unlawful or compromise our reasonable security interests. We will lift the suspension and/or the restriction as soon as practicable after the reasons for the suspension and/or restriction have ceased to exist. If we think your Rabbit Pay account is at risk of fraud or a threat to security, we'll use the quickest and most reliable way to get in contact with you using the information you provided in order to inform you about what you'll need to do fix the danger.

## **Protecting Your Email Account**

You must take all reasonable precautions to ensure that your email account is secure and accessible only to you, as your email address can be used to reset passwords or communicate with you. On protecting your Rabbit Pay account. If any of the email addresses associated with your Rabbit Pay accounts are compromised, you can also contact your email service provider without undue delay after becoming aware of this, contact Customer Support. Whether you use a public, shared or your own computer to access your Rabbit Pay account, you should always make sure that the browser does

not record or store your login information or otherwise recorded it. You should not use any feature that allows the computer you are using to store the login information or passwords.

## **Linking Of Bank Account**

If you are attaching a bank account to your Rabbit Pay account, then in your assessed country, the bank must be a state or federally authorized institution. You authorize Rabbit Pay and our partner to make an electronic transfer from your linked bank account for the amount you designate when you make a payment from your bank or credit account. You are solely responsible for complying with all the requirements imposed by your bank regarding your bank account, including fees, such as unsatisfactory funds or the conditions of overdraft fees. You also authorize Rabbit Pay and our partner financial institution to refund your connected bank account to complete the transaction if you are entitled to a cancellation, refund, or any other change associated with a purchase you have made in using the services of Rabbit Pay.

## **Closing your Rabbit Pay account**

You can close your Rabbit Pay account by contacting our customer service at any time. Charges for continued maintenance of inactive accounts will continue to be paid if there is any until the account is locked. This clause shall survive the termination of your relationship. Unless, at the time of its closing, your Rabbit Pay account retains a balance, we will ask you to withdraw your funds within a fair period of time after which your account will only be available for the purpose of withdrawing the balance. You will not be able to access your Rabbit Pay account after this period has expired, but you may withdraw any remaining funds by calling Customer Support and requesting that the money be returned to you in a manner that is fairly convenient to us. If you want to view your transaction history after your account has been closed, you will need to contact Customer Support to request the details. You can do so for a period of six years from the date your account is closed, but we recommend that you withdraw your remaining funds as soon as possible because they will not receive any interest whilst you are in your account.

We hold every right to perform required checks on money laundering, terrorist funding, fraud, or any criminal activity before approving any withdrawal of your funds, including returning any funds to you after you have closed your Rabbit Pay account.

## **Uploading Funds**

You can upload funds by visiting the website, logging into your Rabbit Pay account, and following the appropriate instructions. You will receive several different upload methods, depending on the payment methods you have applied to your Rabbit Pay account and the payment methods available in your home country. Upload methods are payment services offered by third-party financial institutions (such as the credit card issuer you use to upload funds or direct banking services from a third party) and are not part of our operation.

We do not guarantee the use of a particular upload method available, and at any time we can make adjustments or stop accepting particular upload methods. We will not be responsible for the uploaded payment until we receive the uploaded funds. You may be asked to answer security questions or perform other activities that we or the payment service provider you use to load funds into your Rabbit Pay account may reasonably require to ensure that a transaction takes place or is properly approved.

When you wish to upload funds using a payment method which may be subject to the right to the reimbursement of funds ("chargeback") such as (but not limited to) a credit or debit card or direct debit, you agree not to chargeback, other than for unauthorized use of the Payment Method or for a breach by us of these Terms of Use which would result in you having a right to a refund of the uploaded amount. Otherwise, you cannot refund a transaction or require a chargeback for any transaction for reasons for which we are not responsible, including (but not limited to) disputes with merchants for non-delivery of products or services, or insufficient balance in the payment method account. Rabbit Pay holds every right to charge you in association with such Chargeback fees and expenses and any action taken to challenge the same.

If a chargeback or reversal of an uploaded transaction results in a negative balance in your Rabbit Pay account, you would be allowed to repay such a negative balance by uploading enough funds into your Rabbit Pay. A refund of the negative balance is due without notice immediately. We reserve the right to notify you or take other debt collection measures at any time, including, but not limited to, requiring a debt collector or attorney or bringing the charge in court. We reserve the right to bill you for any recovery action or compliance that we undertake fairly in relation to any debt collection or enforcement efforts.

After obtaining the funds, the uploaded funds will be credited to your Rabbit Pay account. Any uploaded transactions, such as those by credit or debit card, direct debit or direct banking, are automatically credited to your Rabbit Pay account but are subject to reversal if the actual funds do not reach us within a reasonable period, in which case we will subtract any reversed transaction from your Rabbit Pay account balance. If the balance in your Rabbit Pay account is insufficient, we reserve the right to ask you to pay back.

## **Recurring Transactions**

You can allow your Rabbit Pay account to be debited for each recurring payment by a merchant you wish to pay through us on a regular basis (e.g. for a subscription service). In this situation, you allow us to debit the payment form (e.g. your credit card or bank account) which you used for each subsequent payment to make the original payment as well. To cancel potential recurring payments, you should (a) contact us and (b) inform the vendor from whom you bought the goods or services that you canceled the recurring payment. Such ongoing purchases can not be canceled or otherwise reversed by simply contacting the payment system issuer/account provider (e.g. your credit card company or bank) without following our cancellation measures listed in this section. We will not be liable for any ongoing payment(s) made until you inform us of the termination and if your Rabbit Pay account balance is negative as a result of such payment(s), you will be liable to reimburse us for such sum.

We will reimburse any past recurring payment(s) initiated by or through the merchant provided that (a) the original approval is given to us or the merchant did not indicate the precise amount of the payment and (b) the quantity of the transaction exceeded the amount that you could reasonably have expected taking into account your previous pattern of expenditure and the circumstances of the case. You will apply for such a refund within eight weeks from the date your Rabbit Pay account was deducted. You agree to give us such details as is fairly appropriate to decide if the conditions for a refund mentioned in this Section are met. We will either refund the total amount of the payment or we as well issue you with a message justifying our reasons for refusing to reimburse the payment within ten (10) business days of receiving an application for a refund or, where appropriate, of receiving any further details we have requested from you.

## **Sending Payments**

You are expected to submit a request with your login details and password to approve the request for sending payment. However, we may ask you additional security questions concerning you or your Rabbit Pay account. If your Rabbit Pay account is secured by additional security measures such as password tokens, you need to take these additional security measures to obey the instructions given to you. Any recipient of a payment that you wish to send through us must have a legitimate means that we can use to identify them. For most of our services, means of identifying would be a valid e-mail address, but for our other services, other means of identifying might be needed. If you are asked to include specifics of the recipient's e-mail address or other means of identification, you must take great care, where appropriate, to correctly type the exact details of who you wish to send money to.

We use that information as the unique identifier to identify the intended payment recipient you direct us to process. Any details you give along with the means of identification of the recipient may be disregarded, and we shall not be liable for any mistake you make when entering the means of identification of the recipient.

If the intended recipient's email address is registered with us, the funds are credited instantly to the Rabbit Pay account associated with that email address. The transaction is irreversible when funds are credited to the receiver's Rabbit Pay account. If the receiver's e-mail address is not registered with us, we must give that e-mail address a verification e-mail with instructions on how to claim and collect the payment. If the recipient fails to demand the payment within 14 days, the contract will be canceled and you will collect the funds. Sending payments is currently free, but may be subject to fees and (if applicable) currency exchange fees, depending on the form of payment you make and the form of Rabbit Pay account you keep.

## **Third-Party Providers**

A third party provider is a service provider allowed by law to make payments on your behalf from your account and to provide you with account information services, provided that they operate in compliance with your orders and the regulatory requirements in question. In the details they send to you about the services they will provide, you can test if the company is licensed. Any directions from a third-party provider will be handled as though they were from you and the terms of this Agreement will also apply. If you choose to authorize a Third Party Provider to have direct access to all information concerning your account, we will conclude that you consent to permit such access being granted as frequently as the Third Party Provider requests it.

If you share your security details with, someone who is not a third-party provider, we will have to presume that it is you who authorizes us to access your account, we will view payments directed by that third party as approved by you, and will not be liable for any damages that you incur as a result of misuse or disclosure by that third party of your account information. When we are concerned about unauthorized or fraudulent access by that third party provider, we can refuse to allow that third-party provider to access your Rabbit Pay account. We will inform you before we do so and clarify our reasons for doing so, unless it is fairly feasible, in which case we will inform you immediately afterward. We will inform you in any case, using some of the contact information you shared with us when registering on our service.

We will not inform you of our reasons for the denial because doing so would compromise or otherwise be unlawful or our fair security measures. You can contact the third party provider directly if you wish to revoke the consent you gave to them to access your account.

If you think a payment could have been made wrongly or illegal, you must tell us where you are using a third-party provider as soon as possible. If you ask a third party company to make a payment, and they do not do so, we will not be liable for not making the payment. Once payment has been initiated by a third-party provider, you normally can not cancel the payment.

## **Receiving Fund**

If you receive funds into your Rabbit Pay account, we will give you a notification email and show the payment in your transaction history, along with the date of receipt (the date of credit value), the fees paid if any, and any exchange rate used where appropriate. Every transaction is given a unique transaction ID and displayed in the history of the transaction. We do not change or adjust the details displayed in the background of your online transaction.

You should be mindful that withdrawing funds from your Rabbit Pay account doesn't automatically mean you can't undo such transactions. We reserve the right to reverse a payment if an upload or other payment used to finance the payment to you has been paid back or otherwise reversed by the payer or the bank or payment processing provider of the payer (or is fairly likely to Chargeback or otherwise reverse).

If a person receives a payment notice from us indicating that someone has sent them funds to an unregistered email address, they will not be credited with the payment until it is reported in compliance with the instructions set out in the notification email. There will be no contractual or fiduciary arrangement between us and the intended receiver until then. The funds stay with the sender. Depending on the form of payment you receive and the form of Rabbit Pay account you have, payment receipts are subject to taxes and currency exchange taxes.

## **Withdrawing funds**

You can at any time request a withdrawal of all or part of the funds kept on your Rabbit Pay account. However, we may charge you a withdrawal fee of \$1.00, and a transaction fee of 1% + \$0.10, which we may change at any time with no obligation to any user. Depositing of funds is free. To initiate any transaction, you will need to sign into your Rabbit Pay account and pick a form of withdrawal and enter the sum to be withdrawn. Withdrawal methods are payment systems offered by third-party financial institutions, at least in part (for example, the bank where you keep a bank account). We will not guarantee the availability of any particular method of withdrawal and can change or discontinue a particular method of withdrawal at any time as long as you have at least one method of withdrawal. Each time you are withdrawing funds, Ensure that the payment information you supply to us is accurate and complete. We will not be held responsible for withdrawn funds sent to a wrong account when this is due to the incorrect payment information provided to us. You must ensure the account number, sort code, IBAN, and/or BIC/SWIFT are right when you withdraw to a bank account. If you have withdrawn funds to the wrong account, you can ask that we help you recover the funds. However, we may charge you an administration fee for doing so and we can not guarantee that the reclaim efforts will succeed.

## **Transaction reversal.**

**Returns:** Any payment you receive may be reversed if: (a) the sender requests that the payment be reversed, (b) the bank of the sender requests that the payment be reversed, or (c) Rabbit Pay decides a Dispute against you (each "reversal"). You are liable for the full amount of any payment you receive that is subject to a Reversal and the Reversal Fees if applied to our Financial Institution Partners.

**Authorization to recover amounts due:** You allow Rabbit Pay, by debiting your usable Rabbit Pay account, to recover any Reversal amounts owed to us. If you have an insufficient Rabbit Pay balance, you allow us to take any of the following steps to recover the remaining sums from you: debit the bank account(s) that are connected to your account, suspend your

account and demand your immediate payment; or participate in collection efforts.

## **No Endorsement of Products**

Rabbit Pay does not provide any endorsements or guarantee to any person or company using the Rabbit Pay program, nor does any third party sell, goods, or services on the Rabbit Pay websites. When you find any information about products and services provided by third parties on any portion of Rabbit Pay websites, please consider it to be fair and information only, and it may not be real, accurate, or reliable.

## **Prohibited transactions**

It is strictly prohibited to send or accept payments for the sale or supply of tobacco products, prescription medications, drugs, and paraphernalia narcotics, weapons (including, without limitation, knives, explosives, firearms or ammunition), satellite and cable television descramblers, content that incites abuse, hate, bigotry or that is deemed obscene, government IDs including re-sale, and licenses which include replicas and novelty products and any illegal items, unlicensed or unlawful lotteries or gambling services (including the use or engagement in illegal gambling buildings without limitation), undocumented charity services. Things that promote or enable illicit activity, prepaid debit cards or other stored value cards that are not affiliated with a specific retailer and that are restricted to transactions of specific goods or services, third-party distribution or payment collection goods or services, multi-level marketing, pyramid selling or Ponzi schemes, matrix systems or other 'get rich fast' schemes or high-yield investment schemes, products or services that infringe third party intellectual property rights, uncoded/miscoded gaming, time-shares or reservation fees (On and Off Plan).

In our absolute discretion, we reserve the right to attach categories of prohibited transactions by applying these categories to either these Terms of Use or an applicable use policy published on the Website. We can suspend or terminate your Rabbit Pay account at any time or refuse to conduct or

reverse a transaction if we believe you have used your Rabbit Pay account directly or indirectly for or in connection with illegal gambling transactions. The list is not complete, and it is your duty to ensure that you do not use our services for transactions in your jurisdiction that might be deemed illegal.

In our sole discretion, we as Rabbit Pay may choose to discontinue, terminate, or limit our services in any country of our choice at any time, without prior notice. We reserve the right to suspend or terminate your Rabbit Pay account at any time if we reasonably conclude it is necessary to do so by law or to comply with guidelines provided for the prevention of financial crime by a specific regulatory authority or recognized body.

Use of your Rabbit Pay account for any illicit reason like but not limited to bribery and money laundering is strictly prohibited. We will investigate any suspicious activity and report it to the appropriate law enforcement agency. We reserve the right to charge you, at our absolute discretion, an administration fee of the Website for each investigation we conduct into any such suspicious activity, including when we are informed by any third party with whom we are a collaborator.

It is illegal for you to use your Rabbit Pay account in an effort to misuse, manipulate, or bypass the access limitations placed on a merchant or third-party services it offers. In our sole discretion, you can accept payments for certain business categories only after we have approved them. Such business categories include but are not limited to: money exchange or remittance companies, including but not limited to exchange offices, currency exchanges, and travel money purchases; receiving some sort of donations or payments to charitable or non-profit organizations; dealing with natural resources such as jewelry, precious metals or stones; live streaming; sale or supplying of alcoholic beverages; the sale or supply of dietary supplements and alternative health products; more will be added with time. In case you wonder whether your company falls into any of the categories listed above, kindly feel free to contact our Customer Support. In our absolute discretion, we reserve the right to add business categories that require approval by

applying these categories either to these Terms of Use or to an appropriate use policy published on the Website.

If you perform or threaten to carry out any transaction in violation of the prohibitions found in this section or without the required permission, we reserve the right to reverse the transaction; and/or close or cancel your Rabbit Pay account and/or report the transaction to the law enforcement agency concerned; and/or seek damages from you; and charge you an administrative fee.

It is your responsibility, and not our responsibility, to ensure that you only send or receive payments from individuals or organizations for the selling or distribution of goods and services that you can provide or receive in compliance with any relevant laws and regulations. The simple fact that someone or company accepts payments through us is not an indication of the legality of selling or delivering their goods and services. If you doubt the legitimacy of an offer or purchase, then do not continue with the payment.

## **Fees, Fines, Taxes and other Expenses**

Here at Rabbit Pay we care much about our users, which is one of the reasons why we made sure our service fees are so cheap and affordable. You will be charged a \$1.00 fee for each withdrawal you initiate on our website, and 1% + \$0.10 a transactional fee. Kindly know that Rabbit Pay may change this price at any time with no obligation to any user. Everyone can deposit, send, or buy online without any fees. You will be able to buy items/digital goods only from our partners which support Rabbit Pay, Your transactions may be subject to currency conversions. If you make a payment from your Rabbit Pay account denominated in one currency to a Rabbit Pay account denominated in another currency, you will be asked to either make the payment in the currency of your Rabbit Pay account or in another currency. If you choose the currency of your Rabbit Pay account, then the recipient will pay the fee for the conversion into the currency of his or her rabbit Pay account. If you choose the currency of the recipient's Rabbit Pay account, you

will pay the fee for the conversion into the currency of the payment. If you choose a currency that is neither the currency of your Rabbit Pay account nor the currency of the recipient's Rabbit Pay account then you will pay the fee for the conversion into the currency of the payment, and the recipient will pay the fee for the conversion of the payment currency into the currency of his or her Rabbit Pay account. We may revise this section at any time. However, we will provide you with at least 30 days' advance notice before revisions become applicable to you (or a longer period of notice if this is required by applicable law).

You are also obligated to pay all taxes, customs, duties, fees and other charges imposed by any governmental authority ("Taxes"), including any value-added tax, goods and services tax, provincial sales tax and/or, harmonized sales tax, and/or withholding tax on the Services provided under this Agreement. If you are tax-exempt, you will provide us with an appropriate certificate or other evidence of tax exemption that is satisfactory to us. In the event you use the Services to make payments or payouts to any third party (including any other Rabbit Pay user or any third party who is not a Rabbit Pay user), you agree that you are responsible for determining what taxes, if any, apply to those payments or payouts, and for assessing, collecting, reporting, and remitting applicable Taxes as required by Laws in all relevant jurisdictions. You agree Rabbit Pay is not responsible for assessing, collecting, reporting, or remitting any Taxes on Services provided under this Agreement and/or on any payments or payouts you make to any third party through the Services.

## **Consent to receive electronic Communications**

**Communications:** You agree to receive all communications from Rabbit Pay electronically by opening an account and using the Rabbit Pay Services, and you confirm that you can receive, and maintain those communications. "Information" includes all correspondence, terms, reports, notices, and statements given to you by Rabbit Pay in connection with your Account and your use of Rabbit Pay Services. Rabbit Pay provides you with updates by publishing them on the website or by delivering them to you via email at your account's email address.

**Notices to you:** You will receive a Notice within 24 hours of the time we post it to our website or send it to you by email.

**Requirements for Hardware and Applications:** To access and maintain communications electronically, you need the following hardware and software: a computer, laptop, smartphone or other apps, i.e. A valid email account associated with your Account; a web browser, such as current versions of Chrome, Internet Explorer, Firefox or Safari, allowed with cookies; and data storage to store electronic communications;

**Keeping your contact information updated:** You must keep your email address updated in order to receive Communications from Rabbit Pay electronically. To update the email address associated with your account, log into your account, and access the settings menu.

**Requesting paper copies:** You may request a paper copy of a Communication that we provided to you electronically by contacting us (Contact us Section). We will send it to the mailing address on file for your Account. Rabbit Pay may charge you a fee for each paper copy of a Communication sent to you.

**Withdrawing consent:** You may withdraw your consent to receive Communications electronically by contacting us (Contact us section). If you withdraw your consent, Rabbit Pay may prohibit you from using the Rabbit Pay Services and may close your Account.

## **Your Data**

You expressly agree to us, for the purposes of providing payment services to you, to view, process, and maintain any information you have provided to us. That does not affect our respective rights and responsibilities under the legislation on data protection. Through ending your Rabbit Pay account, you will withdraw this consent. If you withdraw your consent in this way, we will cease to use your data for this reason but can continue to process your data

for other purposes where we have other valid reasons for doing so, such as when we are legally required to maintain records of transactions.

Our Privacy Notice which can be found on our Website governs the processing of your data.

## **Acceptable Use/User Conduct**

**Compliance with Applicable Laws:** You must use the Services in a lawful manner, and must obey all laws, rules, and regulations (“Laws”) applicable to your use of the Services and to Transactions. As applicable, this may include compliance with domestic and international Laws related to the use or provision of financial services, notification and consumer protection, unfair competition, privacy, and false advertising, and any other Laws relevant to Transactions.

**Restricted Businesses and Activities:** You may not use the Services to enable any person (including you) to benefit from any activities Rabbit Pay has identified as Prohibited Transactions. Restricted Businesses include the use of the Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the European Union.

Please review the list of Prohibited Transaction thoroughly before registering for and opening a Rabbit Pay account. If you are uncertain whether a category of business or activity is restricted or have questions about how these restrictions apply to you, please contact us at [info@rabbitpay.net](mailto:info@rabbitpay.net). We may add to or update the Restricted Business List at any time.

**Other Restricted Activities:** You may not use the Services to facilitate illegal Transactions. In addition, you may not allow, and may not allow others to (i) access or attempt to access non-public Rabbit Pay systems, programs, data, or services; (ii) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of the Services, Documentation, or our website except as expressly permitted by applicable Laws; (iii) act as service bureau or pass-through agent for the

Services with no added value to Customers; (iv) transfer any rights granted to you under this Agreement; (v) work around any of the technical limitations of the Services or enable functionality that is disabled or prohibited; (vi) reverse engineer or attempt to reverse engineer the Services except as expressly permitted by Laws; (vii) perform or attempt to perform any actions that would interfere with the normal operation of the Services or affect the use of the Services by our other users, or (ix) impose an unreasonable or disproportionately large load on the Service.

### **Disputes with other users.**

**Dispute resolution.** You understand and agree that Rabbit Pay is not responsible for the goods or services that you pay for using the Rabbit Pay Services. Each seller that you purchase from is responsible for providing the goods and services that you purchase and for providing all customer service related to those goods and services. We recommend that you review a seller's policies before completing your purchase. You are responsible for resolving any disputes that you may have with a seller. If you have exhausted all options for resolving a dispute with a seller, you may choose to file a dispute claim with Rabbit Pay ("Dispute") by following the steps below

### **Release of Rabbit Pay. By filing a Dispute, you understand and agree that:**

You are asking Rabbit Pay to assist in resolving the dispute in its sole discretion and that such assistance or Rabbit Pay's decision may not be satisfactory to you;

Rabbit Pay's assistance in resolving the dispute does not guarantee any particular outcome nor any action on Rabbit Pay's part; and

You release Rabbit Pay and our officers, directors, agents, employees, and suppliers from all claims, demands, and damages of any kind arising out of your dispute with a seller and Rabbit Pay's review of your Dispute.

**How to file a dispute. To file a Dispute, follow these steps:**

- Within 45 days of the original transaction, email [info@rabbitpay.net](mailto:info@rabbitpay.net) with the following information:
- The Account numbers and names of both parties, if available;
- The transaction ID number;
- The amount of the transaction; and
- The details of your disagreement with the recipient, including any steps already taken to resolve the issue and copies of supporting documentation (such as email correspondence, receipts, shipping confirmations, etc.).
- Provide any additional information or documentation that we may request. Once Rabbit Pay has decided the outcome of the Dispute, the parties will be notified of the decision. You are required to comply with the decision and complete any actions required by such a decision.

**Your responsibility**

You are responsible for any reversals, lawsuits, fees, fines, penalties, and other responsibility incurred by Rabbit Pay, our partners, other consumers of Rabbit Pay, or third parties resulting from your violation of these Terms or from your usage of the Rabbit Pay Services. You consent to refund Rabbit Pay, our Affiliate, other Rabbit Pay customers, or third parties.

**Unauthorized transactions and Error resolution.**

**Notify Rabbit Pay of Account Errors:** Contact Rabbit Pay immediately at [info@rabbitpay.net](mailto:info@rabbitpay.net) if you think that: (a) your Account has been accessed without your authorization, (b) a transaction that you did not authorize has occurred, (c) a transaction has been processed incorrectly to or from your Account, or (d) your Account statement contains an error regarding your transaction history (each, an “Error”). If you give someone access to your Account and that person conducts transactions without your authorization, these transactions are not considered Errors, unless you are the victim of a phishing attack or similar exploit. We must hear from you

within 60 days after we provided the Account statement on which the suspected Error first appeared.

**How to notify Rabbit Pay:** When you notify us of the suspected Error, please provide:

- Your name and Account number,
- The nature of the suspected Error and why you believe it is an error, and
- The amount of the suspected Error.

**An investigation by Rabbit Pay:** We will determine whether an Error occurred within 10 business days after you notify us and will correct any error promptly. If we need more time, we may take up to 45 days to investigate. If we decide to do this, we will credit your account within 10 business days for the amount of the suspected Error. If we ask you to send your inquiry by email and we do not receive it within 10 business days, we may not credit your account. For Errors involving new Accounts, we may take up to 90 days to investigate and may take up to 20 business days to credit your account.

**Investigation results:** Rabbit Pay will tell you the results within 3 business days after completing our investigation. If we decide that there was no Error, we will provide you a written explanation. You may ask for copies of the documents that we used in our investigation.

## **Termination**

We can terminate your Rabbit Pay account or any of its related payment services by giving you two months prior notice. You can terminate your account with us on Rabbit Pay at any time. Various termination clauses can apply if you are using your Rabbit Pay account for commercial or business purposes. We can give you fair instructions on how to withdraw the remaining funds, together with a termination notice or at any time afterward.

We may disable or terminate your Rabbit Pay account at any time without notice if: (a) you breach any provision of these Terms of Use or any other provision applicable to specific services covered by different terms and

conditions that you violate, or we have reason to believe that you violate any law or regulation applicable to your use of our services; (b) we have reason to believe that you are in violation of any law or regulation applicable to your use of our services; (b) we have reason to believe that you are in violation of any law or regulation applicable to your use of our services; (b) we have reason to suspect that you are engaged in some kind of illegal activity, money laundering, terrorist funding or other criminal activity; (c) we are fair of the opinion that your Rabbit Pay account has been compromised or for other security reasons; or (d) we fairly assume that your Rabbit Pay account has been used or is being used fraudulently without your permissio; and we shall inform you either prior to the suspension or, if warning is not possible under the circumstances, immediately after the suspension, unless we are prevented by law from notifying you.

## **Queries**

Any concerns about us or the services that we provide should be answered by contacting Customer Support. You should state explicitly that you want to make a complaint with us. This helps us differentiate between a question and a pure query. We will send you an acknowledgment of complaint by post or email within 48 hours of receiving your complaint according to our complaint procedure.

# **General terms**

## **Indemnification**

You agree to protect, indemnify and keep harmless Rabbit Pay, our Partners, and our respective officers, administrators, agents, staff, and suppliers from all third party lawsuits, acts, prosecutions, and complaints and associated liability, judgments, payments, penalties, fines, costs or expenses (including fair attorneys' fees and other legal expenses) arising from (a) the breach of these Terms or any other relevant terms or regulations of Rabbit Pay or our partners; (b) your use of the Rabbit Pay Services; or (c) your incompetence or deliberate misconduct; and/or (d) Your actual or suspected infringement of the rights of third parties, or any relevant laws, regulations or rules.

## **Limitation of liability**

IN NO EVENT SHALL RABBIT PAY, OUR PARTNER, OR OUR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES INCURRED IN CONNECTION WITH (i) THESE TERMS, (ii) YOUR USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE RABBIT PAY SERVICES, OR (iii) ANY GOODS OR SERVICES PURCHASED, RECEIVED, OR PAID FOR USING THE RABBIT PAY SERVICES, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER RABBIT PAY OR OUR PARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL RABBIT PAY OR OUR PARTNER'S LIABILITY AND THE LIABILITY OF OUR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND SUPPLIERS EXCEED THE FEES RABBIT PAY HAS RECEIVED FROM YOU THROUGH YOUR USE OF THE RABBIT PAY SERVICES. RABBIT PAY AND OUR FINANCIAL

INSTITUTION PARTNER SHALL NOT BE JOINTLY LIABLE FOR ANY MATTERS HEREUNDER. THIS LIMITATION OF LIABILITY SECTION SHALL APPLY TO FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

**No warranty**

THE RABBIT PAY SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. USE OF THE RABBIT PAY SERVICES IS AT YOUR OWN RISK. RABBIT PAY, OUR PARTNER, AND OUR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND SUPPLIERS, SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER RABBIT PAY NOR OUR PARTNER HAS CONTROL OF, OR LIABILITY FOR, ANY PRODUCTS OR SERVICES THAT ARE PAID FOR USING THE RABBIT PAY SERVICES AND CANNOT ENSURE THAT ANY THIRD PARTY YOU TRANSACT WITH WILL COMPLETE THE TRANSACTION.

NEITHER RABBIT PAY NOR OUR FINANCIAL INSTITUTION PARTNER REPRESENTS OR WARRANTS THAT THE RABBIT PAY SERVICES WILL MEET YOUR REQUIREMENTS, BE CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM RABBIT PAY OR THROUGH THE RABBIT PAY SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. NEITHER RABBIT PAY NOR OUR PARTNER SHALL BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS OR SYSTEM FAILURES THAT MAY AFFECT THE PROCESSING, COMPLETION, OR SETTLEMENT OF RABBIT PAY SERVICES TRANSACTIONS. THIS DISCLAIMER OF WARRANTY SECTION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

## **Force Majeure**

You understand and accept that we will not be held responsible for any loss or harm arising from service suspension due to unusual incidents or circumstances beyond our control. Rabbit Pay could suspend the Rabbit Pay Services and access your Account in such an event.

## **Contract**

You can not pass or grant any rights or duties under these Terms. Rabbit Pay shall at any time reserve the right to transfer or grant certain rights or responsibilities under these Terms.

## **Applicable law**

The Rabbit Pay account operates in Slovenia, and these Terms of Use are regulated and interpreted in compliance with Slovenian law. Every conflict pursuant to these Terms of Use or otherwise relating to your Rabbit Pay service shall be taken solely to the Rabbit Pay courts, except where prohibited by EU law.

## **Total agreement, no waiver, and survival**

These Terms, along with any related Rabbit Pay terms and regulations that you have agreed to, set out the whole agreement between you and Rabbit Pay regarding the Rabbit Pay Services. If any portion of these Terms of Use is considered null, unconstitutional, or unenforceable by a court of competent jurisdiction, then that portion shall be removed from the remainder of the Terms of Use, which shall remain valid and enforceable to the fullest extent allowed by statute.

## **Changes to these Terms of Use**

These Terms of Use are subject to modification, and any other terms and conditions that may apply. Changes will be enforced under the process set out in this section, with prior notice from us. By sending an email to the primary email address associated with your Rabbit Pay account we will inform you of any planned changes.

The proposed change shall enter into full force two (2) months after the date on which the change notice is considered to have been issued unless you inform us that you object to the proposed changes before they come into effect. Changes that make these Terms of Use more favorable to you shall take effect immediately. Changes to exchange rates shall come into effect without notice immediately and you shall not have the right to object to such a change.

If you object to any amendment or modifications and you choose not to be bind by such amendment, such opposition will, however, constitute a notice from you to terminate and close your Rabbit Pay account.

## **Contact Us**

If you have any concerns about these whole terms and conditions, our electronic communications policies, and any other applicable policy embedded in any portion of the website, please e-mail us at [info@rabbitpay.net](mailto:info@rabbitpay.net).

**Thanks for visiting our website! Your satisfaction is our Priority.**