

# Spend.Net — Terms and Conditions

*Effective date: 15 May 2026*

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## 1. Introduction

Welcome to Spend.Net. The Spend.Net platform is operated by Widberg Affiliates Limited, a company registered in the Republic of the Marshall Islands with its registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands, MH 96960 (the "Administrator", "we", "us", or "Spend.Net"). The platform is accessible through the website <https://spend.net> (the "Website").

These Terms and Conditions (the "Terms") govern your access to and use of the Website and of the System Services. By accessing or using the Website or the System Services, you ("you", the "Applicant", or the "Customer") agree to be bound by these Terms, the AUP, the AML Policy, the Privacy Policy, and the Cookies Policy. If you do not agree with any part of these Terms or the related policies, please do not use the Website or the System Services.

The Terms are made available on the Website. By completing Registration and clicking the "Sign up" button (and any equivalent acceptance mechanism), you confirm that you have read, understood, and accepted these Terms and that the Terms form a legally binding agreement between you and the Administrator.

## 2. Nature of the Services

1. Spend.Net provides a technology platform that allows Customers to access virtual debit-card products and related functionality. Debit Cards are issued, and underlying payment services are provided, by regulated Issuing Partners pursuant to their own authorisations and policies. Spend.Net acts as a program manager and technology provider in relation to those products.
2. Spend.Net is not a bank, money services business, electronic money institution, payment institution, or other regulated financial institution and does not hold customer funds in its own name. The Administrator does not pay any interest on Funds held within an Account, a Wallet, or a Debit Card. Funds available on a Debit Card are held by the Issuing Partner and are subject to the Issuing Partner's terms and conditions.
3. The Administrator does not provide investment advice, legal advice, tax advice, or financial advice of any kind. The information on the Website is provided "as is" for general information only. The Customer is solely responsible for determining whether the Services are suitable and lawful in the Customer's jurisdiction.
4. In areas not expressly addressed by these Terms, the Administrator may issue further rules and procedures through the AUP or other documents published on the Website. By accepting these Terms, the Customer also accepts those documents.

5. Issuer disclosure. The identity of the Issuing Partner that issues a Debit Card to the Customer, the jurisdiction in which it is regulated, and the cardholder terms applicable to that Debit Card, will be made available to the Customer at the time of issuance and on request thereafter. The Issuing Partner is responsible for the regulated payment services associated with the Debit Card, including the safeguarding and holding of Funds, the execution of payment transactions, and the handling of disputes and chargebacks, subject to the rules of the relevant card scheme and applicable law. Spend.Net acts in support of, and on behalf of, the Issuing Partner under a program-management arrangement.
6. Wallets and balances. Any Wallet or balance displayed in the Spend.Net interface is a technical display of value made available through the relevant Issuing Partner or supported payment method. It does not constitute a deposit, electronic-money account, or stored-value product issued by Spend.Net, and Spend.Net does not provide regulated payment services or hold customer funds in its own name.

### 3. Definitions

In these Terms, capitalised terms have the meanings set out below, unless the context requires otherwise:

- Account — A secure online user account within the System held by a Customer.
- Account Lockdown — The suspension, by the Administrator, of all or part of a Customer's Debit Cards, Wallets, or Account in accordance with these Terms and the AUP.
- Administrator — Widberg Affiliates Limited, the operator of the System and the Spend.Net platform.
- Administrator's Contact Details — The communication channels of the Administrator, including support@spend.net (general enquiries), compliance@spend.net (AML, sanctions, and compliance matters), privacy@spend.net (data-protection requests), and legal@spend.net (complaints and legal notices).
- AML Policy — The Anti-Money Laundering and Counter-Terrorist Financing Policy adopted by the Administrator, as updated from time to time and published on the Website.
- Applicant — An individual or legal entity that has submitted an application to open an Account within the System.
- Authorisation — Granting a person the right to conduct Transactions on the Account based on authentication using their Authorisation Details.
- Authorisation Details — The data enabling authentication of the Customer, primarily comprising the Login and Password, together with any additional authentication factors required by the Administrator.
- Beneficial Owner — An individual who directly or indirectly owns or controls 10% or more of a legal entity, or who otherwise exercises ultimate effective control over the entity.
- Business Account — An Account opened by a legal entity or by an individual entrepreneur.

- Customer — An individual, individual entrepreneur, or legal entity that holds an Account after successful Registration and Verification.
- Debit Card — A virtual debit card issued by an Issuing Partner pursuant to its own regulatory authorisations, made available to the Customer through the System.
- Fees — Charges applied by the Administrator for the System Services provided to the Customer, as published on the Website.
- Funds — Fiat currency made available to the Customer through the System or available on a Debit Card. Funds available on a Debit Card or in a Wallet are held by the Issuing Partner or its regulated banking or payment partners and are subject to the Issuing Partner's terms and conditions. Funds do not represent a deposit, e-money, or stored-value product issued by the Administrator.
- AUP — The Administrator's Acceptable Use and Restrictions Policy (formerly referred to as the "Internal Policy"), published on the Website, which sets out customer and merchant jurisdictions that are not supported, prohibited categories of activity, and operational rules applicable to the use of the Services.
- Issuing Partner — A regulated financial institution that issues Debit Cards or provides related payment services in connection with the System.
- Login — The Customer's email address or another specified alphanumeric identifier used to access the Account.
- Parties — The Administrator and the Customer collectively.
- Password — A combination of letters, numbers, and symbols created by the Customer to access the Account.
- Payment — The act of transferring Funds via a Debit Card or Wallet in favour of an external merchant or payee.
- Personal Account — An Account opened by an individual.
- Privacy Policy — The Administrator's rules for the collection, use, and protection of personal data, published on the Website.
- Prohibited Activity — Any activity that is criminal in the Customer's jurisdiction, violates applicable sanctions, contravenes the AUP, or otherwise breaches these Terms.
- Registration — The process whereby an Applicant's data is entered into the System and an Account is created.
- Regulatory Law — The laws, regulations, and other rules applicable to the Administrator, the Customer, the Issuing Partners, and the use of the System.
- System — The hardware and software platform operated by the Administrator and made available through the Website.
- System Services — The functionalities provided by the System to Customers, as described on the Website and in these Terms.

- Terms — These Terms and Conditions, together with any document expressly incorporated by reference.
- Transaction — Any act of receiving, sending, or otherwise applying Funds within the System.
- Unverified Account — An Account whose holder has not completed Verification.
- Verification — The process by which the Administrator authenticates and confirms the accuracy of information provided by the Applicant or Customer, including KYC and biometric checks.
- Verified Account — An Account whose holder has successfully completed Verification.
- Wallet — A component of the Account that records the balance of Funds in a particular supported currency.
- Website — The Administrator's website accessible at <https://spend.net>.
- Withdrawal — A Transaction transferring Funds from the Account to an external account or wallet as supported by the Administrator and the relevant Issuing Partner.

## 4. Eligibility

7. To open a Personal Account, an Applicant must be a natural person aged 18 or older and have full legal capacity under the laws of their country of residence.
8. To open a Business Account, the Applicant must be a legal entity or individual entrepreneur duly incorporated and in good standing under the laws of its country of incorporation, with full legal capacity to enter into these Terms.
9. The Administrator does not provide Services to Applicants or Customers who are citizens or residents of, who are incorporated in, or who are otherwise based in or acting from any of the jurisdictions listed as restricted in the AUP. The Customer represents and warrants that the Customer is not a citizen of, resident in, incorporated in, ordinarily resident in, based in, acting from, or otherwise acting on behalf of any person in any such jurisdiction. The list of restricted jurisdictions in the AUP may be updated from time to time and is binding on the Customer.
10. By opening an Account, the Customer represents and warrants that doing so does not breach any law or regulation applicable to the Customer. The Customer agrees to indemnify the Administrator against all losses arising from any breach of this clause.
11. Each Customer is permitted to hold a single Personal Account and, where applicable, a single Business Account as an individual entrepreneur. Multiple Accounts are otherwise prohibited and may be terminated by the Administrator without notice.

## 5. Sign-up and Registration

12. To open an Account, the Applicant must complete the online Registration form on the Website, provide accurate Authorisation Details, accept these Terms by clicking the "Sign up" button, and consent to the processing of personal data as described in the Privacy Policy.

13. During Registration, an individual Applicant must provide at least: full legal name; date of birth; email address; password; country of residence; and contact telephone number.
14. During Registration, a legal entity or individual entrepreneur must provide at least: legal name; trading name (if any); registration number and country of incorporation; registered address; website (if any); description of the business; name and contact details of the director or authorised representative; and an email address and mobile number for the contact person.
15. By accepting these Terms, the Applicant declares that they are acting on their own behalf and not on behalf of, or in the interest of, any undisclosed third party.

## **6. Verification, KYC, and Biometric Checks**

16. No Debit Card will be issued, and full access to the System Services will not be granted, until the Customer has successfully completed Verification. Verification includes KYC checks, biometric (selfie / liveness) checks, sanctions and PEP screening, and ongoing transaction monitoring ("KYT") in accordance with the AML Policy.
17. For an individual Customer, Verification typically requires submission of: a clear image of a valid government-issued photographic identity document containing a unique identifier; a live selfie or biometric liveness capture; and any additional information requested by the Administrator (including, where applicable, information on the purpose of the relationship, source of funds, source of wealth, occupation, and employer).
18. For a legal entity, Verification typically requires submission of: certificate of incorporation; certificate of good standing or equivalent for entities older than 12 months; documents evidencing the powers of the persons authorised to act on behalf of the entity; KYC information on Beneficial Owners, directors, and authorised signatories (including biometric checks for those individuals); business activity description; and, where Funds are sourced by bank transfer, a recent bank statement. Additional information may be requested in accordance with the AUP.
19. For an individual entrepreneur, Verification typically requires submission of: certificate of state registration; equivalent capacity certificate for businesses older than 12 months; KYC information on the individual entrepreneur (including biometric checks); mobile number; and, where applicable, account statements supporting the source of Funds.
20. If the required information is not submitted, or is found to be inaccurate, incomplete, or outdated, Verification will be unsuccessful and the Account will remain an Unverified Account with the limitations applicable to such Accounts.
21. Verification is typically completed within 24 hours after the Customer has submitted the required information. This period may extend further where additional due diligence is required, including in connection with PEPs, higher-risk jurisdictions, or unusual activity.
22. Verification is treated as complete once the Administrator has confirmed it to the Customer through the Account or the Customer's registered contact details.

23. The Customer must promptly inform the Administrator of any change to the information provided during Verification, and must provide updated documentation upon request. The Administrator may periodically request updated information and may downgrade an Account to Unverified status if the Customer fails to provide the requested information within 5 business days.

## **7. Account features and use**

24. Once Registration is complete the Account is created and the Applicant becomes a Customer. The Customer may open separate Wallets in the supported currencies. Funds transferred to the Account are recorded in the relevant Wallets.
25. Funds may be retained in a Wallet for an indefinite period. No interest is paid on Funds. Funds available on a Debit Card are held by the relevant Issuing Partner and are subject to its policies.
26. Limits may apply to Wallet funding, Payments, Withdrawals, and other actions, depending on Customer status, currency, jurisdiction, and risk profile. Applicable limits are notified through the Website and may be amended from time to time.
27. Access to Wallets and Debit Cards is available only upon Authorisation using the Authorisation Details. The Customer is solely responsible for keeping the Authorisation Details confidential, and the Customer accepts all risks associated with their loss, theft, or unauthorised use. Any action taken with valid Authorisation Details is treated as authorised by the Customer.
28. Where the Customer loses access to the Authorisation Details, the Customer must contact the Administrator to recover access; recovery is subject to additional identity-verification steps.
29. The Administrator may notify the Customer of suspected fraud, unauthorised access, or other security threats through the Customer's registered email address. The Administrator may carry out an Account Lockdown without prior notice where justified by security or compliance reasons, including suspected fraud, breach of these Terms, breach of the AUP or AML Policy, or instruction from an Issuing Partner or competent authority. The Account will be unblocked once the relevant reasons no longer apply.
30. The Customer may close the Account at any time by contacting the Administrator, provided all outstanding obligations have been settled.
31. The Administrator may, at its discretion, decline to open an Account or close an existing Account, without being required to provide a specific reason, to the extent permitted by applicable law.

## **8. Funding, Payments, and Withdrawals**

32. Customers may fund their Wallets using the methods made available on the Website. Funding methods may vary by jurisdiction, risk profile, and Issuing Partner, and may be provided by third-party payment service providers under their own terms. Such third-party services do not form part of the System Services and may attract additional fees.

33. When Funds are added to a Wallet by a third party, the Customer assumes all rights and responsibilities in relation to those Funds and is deemed to have authorised that funding.
34. The Administrator may, for compliance, security, or risk-management reasons, restrict funding methods, payee categories, withdrawal methods, or transaction limits for particular Customers or Customer categories. Such restrictions are notified through the Website or directly to the Customer.
35. Before processing a Withdrawal or Payment, the Administrator may carry out additional identity-verification or compliance checks. The Wallet must contain sufficient Funds to cover the requested amount and any applicable Fees.
36. Transactions are deemed to have been authorised by the Customer when initiated using the Customer's Authorisation Details. Disputes, refunds, reversals, chargebacks, and unauthorised transaction claims are handled in accordance with applicable law, the rules of the relevant card scheme, and the Issuing Partner's cardholder terms. The Customer must notify the Administrator or the Issuing Partner promptly upon identifying any unauthorised or incorrect Transaction. Nothing in these Terms is intended to limit any mandatory consumer or payment-service rights that the Customer may have under applicable law.
37. Customers may activate notifications for completed Payments and other Transactions, and may download electronic Transaction reports from the Account free of charge.
38. The timing of Transactions involving third-party financial services is subject to those parties' processes. The Administrator is not responsible for delays caused by third parties or by Issuing Partners.

## 9. Fees

39. The Administrator charges Fees for the System Services. Details of the Fees, including their amounts and the events triggering their application, are published on the Website.
40. Fees are deducted directly from the relevant Wallet upon completion of the Transaction giving rise to the Fee, or otherwise when due. If the Wallet balance is insufficient, the Administrator may decline the Transaction and require the Customer to settle the outstanding amount.
41. Fees are charged in the currency of the relevant Transaction and rounded to the nearest minor currency unit (e.g. the nearest cent).
42. The Administrator may amend the Fees from time to time. The Administrator will give the Customer at least thirty (30) days' advance notice of any material increase in Fees, by email or through the Account, except where a shorter period is required by law, by the rules of the relevant card scheme, by an Issuing Partner, or by reason of fraud or security emergencies. Fee reductions and changes that are favourable to the Customer may take effect immediately upon publication on the Website. The applicable Fee schedule and prior versions, with their effective dates, are available on the Website.

43. The System Services are not, in themselves, subject to VAT or other sales taxes in the Marshall Islands. The Customer is solely responsible for determining and discharging any tax obligations arising from the use of the System Services in the Customer's jurisdiction.

## 10. Customer obligations

The Customer agrees to:

- Comply with these Terms, the AUP, the AML Policy, the Privacy Policy, the Cookies Policy, the rules of the relevant card schemes (including Visa and Mastercard), and applicable law.
- Provide accurate, current, and complete information during Registration, Verification, and at any later request from the Administrator, and to update that information without undue delay.
- Prevent the use of the Account, the Wallets, and the Debit Cards by any third party, and keep the Authorisation Details strictly confidential.
- Use the System Services only for lawful purposes and not engage in any Prohibited Activity as defined in the AUP.
- Maintain a non-negative balance on the Debit Cards and Wallets.
- Take responsibility for all Transactions that are cancelled, invalid, disputed, or subject to chargeback, and for any Transactions performed by third parties to whom the Customer has provided access (whether or not authorised).
- Refrain from initiating or receiving Transactions to or from shell banks or other prohibited counterparties.
- Use only properly licensed software and up-to-date antivirus protection, and ensure that the device used to access the System is secure.
- Notify the Administrator promptly upon becoming aware of any unauthorised Transaction, unauthorised access to the Account, loss of Authorisation Details, or any other security incident.
- Comply with Visa and Mastercard rules; non-compliance will result in immediate Account Lockdown.

## 11. Administrator rights

44. The Administrator provides the System Services in accordance with these Terms, the AUP, and applicable law, and is committed to safeguarding the operational integrity of the System.
45. The Administrator executes Customer instructions in respect of Funds in the Wallets to the extent permitted by these Terms, the AUP, the policies of Issuing Partners, and applicable law.
46. The Administrator reserves the right to modify the System Services, including updates to software, procedures, and interfaces, and to temporarily suspend operations for maintenance, security, or to address defects or unauthorised access.

47. The Administrator may decline to execute a Transaction, refuse to provide a Service, or perform an Account Lockdown without prior notice where required by these Terms, the AUP, the AML Policy, applicable sanctions, instructions from an Issuing Partner, or a request from a competent authority.
48. The Administrator reserves the right to deny access to, suspend, or close an Account at its discretion, to the extent permitted by applicable law, without being required to provide a specific reason.

## **12. Compliance, AML, sanctions, and reporting**

49. The Administrator operates the AML Policy and the AUP to prevent the misuse of the System for money laundering, terrorist financing, sanctions evasion, fraud, or other financial crime. The Customer acknowledges that:
  - Debit Cards will only be issued after successful KYC, including a selfie / biometric liveness check, and ongoing KYT monitoring will apply.
  - The Administrator and its Issuing Partners may screen the Customer, Beneficial Owners, related parties, counterparties, and Transactions against sanctions, PEP, and adverse-media lists, and may take action (including suspension or termination of the relationship) based on the results.
  - The Administrator may share information with Issuing Partners, regulators, financial intelligence units, and other competent authorities to the extent required by law or by contractual arrangements with the Issuing Partners.
  - The Administrator is not obliged to inform the Customer of the reasons for any compliance-driven decision or report, and may be prohibited by law from doing so.

## **13. Privacy and cookies**

The Administrator processes personal data of Applicants and Customers in accordance with the Privacy Policy and the Cookies Policy. Both documents are available on the Website and form an integral part of the contractual relationship between the Parties.

## **14. Liability**

50. Each Party is responsible for performing its obligations under these Terms. The Administrator is liable to the Customer only for direct, proven damages caused by the Administrator's gross negligence or wilful misconduct.
51. The Customer is liable for all Transactions recorded against the Wallets and Debit Cards, including Transactions executed by third parties who obtained access to the Account using the Customer's Authorisation Details (whether or not authorised by the Customer).
52. The Customer is responsible for compliance with the laws of the Customer's jurisdiction (including tax laws and reporting obligations) and indemnifies the Administrator against any

losses, damages, fines, penalties, or costs (including reasonable legal fees) arising from the Customer's breach of these Terms, the AUP, the AML Policy, or applicable law, or from the Customer's use of the System.

53. The Customer shall not engage in any activity that misleads other parties about the Services, that damages the Administrator's reputation, or that involves impersonating the Administrator, providing falsified data (including Transaction IDs or wallet IDs), or creating clone websites. The Administrator may, in such cases, lock the Account, freeze the Funds for the duration of an investigation, restrict use of the System, and pursue legal action.
54. The Customer assumes all risk in connection with the holding and use of Funds available through the System, subject to applicable law and the Issuing Partner's cardholder terms.
55. Subject to mandatory provisions of applicable law:
  - The Administrator is not liable for indirect, consequential, special, exemplary, or punitive losses, including loss of profit, revenue, business, opportunity, contracts, customers, data, time, or reputation.
  - The aggregate liability of the Administrator to the Customer in respect of all claims arising in connection with these Terms shall not exceed the total Fees paid by that Customer to the Administrator in the three (3) months preceding the event giving rise to the claim.

## 15. Limitations and exclusions

Subject to mandatory provisions of applicable law, the Administrator is not responsible to the Customer:

- Where the Customer has transferred Authorisation Details to a third party, deliberately granted access to the Account, or otherwise breached the confidentiality of the Account.
- For illegal acts of third parties, including those involving the use of the Customer's Registration data, email, or Authorisation Details.
- For viruses, malware, or other malicious code present in hardware or software used by the Customer.
- For disputes between Customers, or between a Customer and a third-party merchant.
- For violations of applicable law by the Customer, or claims by tax, regulatory, or law-enforcement authorities relating to the Customer's Transactions or reporting obligations.
- Where the Customer does not have access to the hardware or software required to use the System.
- Where the Customer cannot be reached using their registered contact details, including because of inaccurate or outdated information.
- For payment services provided to the Customer by third parties, including Issuing Partners and payment processors.
- For the acts or omissions of operators of websites that the Customer visits through links from the Website.

- For temporary System inoperability or malfunctions caused by events outside the Administrator's reasonable control, including failures of electricity supply, communication networks, Internet provider services, or third-party software.
- Where, following loss of Authorisation Details or an Account Lockdown, access cannot be recovered because the Customer is unable to confirm their identity in accordance with these Terms.
- For losses arising from Account Lockdown applied in accordance with these Terms, failure to pass Verification, incorrect completion of Transactions by the Customer, or the Customer's failure to read the latest version of these Terms, the AUP, or other information published on the Website.
- For any restriction, freezing, or other action taken by an Issuing Partner in respect of Funds on a Debit Card, whether for regulatory, security, or policy reasons.

The System Services are provided "as is" and "as available", without express, implied, or statutory warranties, including warranties of merchantability, fitness for a particular purpose, or non-infringement, to the maximum extent permitted by applicable law.

## 16. Communications

56. The Administrator will communicate with the Customer using the contact details registered in the Account. Communications between the Parties are in English.
57. The Customer may contact the Administrator through the chat function available on the Website or by email at: support@spend.net (general enquiries), compliance@spend.net (AML, sanctions, and compliance matters), privacy@spend.net (data-protection requests and rights), or legal@spend.net (complaints and legal notices).
58. The Administrator may inform the Customer of changes to the Services by email notification or by posting an update on the Website. Document flow between the Parties is electronic. The use of the Authorisation Details by the Customer constitutes a sufficient method of authentication and is treated as equivalent to a handwritten signature.
59. The Administrator may send the Customer information about new features and offers. By accepting these Terms the Customer consents to receive such communications and may unsubscribe at any time using the unsubscribe link in the relevant message or by contacting the Administrator.

## 17. Term, suspension, and termination

60. These Terms take effect when the Applicant clicks "Sign up" during Registration and continue in force for an indefinite period until terminated in accordance with this section.
61. The Customer may close the Account at any time, provided there are no unfulfilled obligations to the Administrator. Closure may be initiated from within the Account. Once closure is

initiated, no further Transactions may be carried out, but any monetary obligations existing before closure remain in force until settled.

62. The Administrator may terminate these Terms in respect of a Customer by giving at least two (2) months' prior written notice (which may be given electronically). The Administrator may terminate or suspend with immediate effect in cases of breach of these Terms, the AUP, the AML Policy, suspected fraud, sanctions concerns, regulatory or Issuing Partner requirements, or where the Administrator determines, at its discretion, that continuing the relationship would expose it to undue risk.
63. Following Account closure or termination, Transaction records will be retained for a minimum of five (5) years (or any longer period required by law or by Issuing Partners) in accordance with the AML Policy and the Privacy Policy.

## **18. Amendments**

64. The Administrator may unilaterally amend these Terms by publishing an updated version on the Website. The Administrator will use reasonable efforts to notify Customers of material amendments through the Website or by email.
65. Amendments take effect once the updated text is published on the Website. The continued use of the System Services after publication constitutes the Customer's unconditional acceptance of the updated Terms.
66. Notwithstanding the foregoing, changes to the Fees are subject to the notice requirements set out in Section 9 (Fees).

## **19. Force majeure**

67. Neither Party is liable for any delay or failure in performance caused by events beyond its reasonable control, including acts of God; acts of civil or military authorities; civil disturbance; strikes or other labour disputes; fires; transportation disruption; interruptions in telecommunications, utility, Internet or network services; acts or omissions of third parties; cyber-attacks, including DDoS attacks; malicious code; or other similar events (each a "Force Majeure Event").
68. The Party affected by a Force Majeure Event shall notify the other Party within ten (10) days of its commencement. This section does not affect any obligation of the Customer to settle outstanding Payments, Fees, refunds, or other amounts after the Force Majeure Event has ended.

## **20. Governing law and dispute resolution**

69. These Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation, are governed by, and

shall be construed in accordance with, the laws of the Republic of the Marshall Islands, without regard to its conflict-of-laws rules.

70. The Parties shall use good-faith efforts to resolve any dispute through negotiation. Either Party may initiate negotiation by sending a written notice of dispute to the other Party. Notices and responses will be reviewed within thirty (30) days of receipt.
71. If the dispute is not resolved through negotiation, the courts of the Republic of the Marshall Islands shall have exclusive jurisdiction, except that the Administrator may bring proceedings against the Customer in any other jurisdiction where the Customer is resident, incorporated, or has assets. This clause does not affect the mandatory rights of a consumer Customer under the laws of the country of their habitual residence.

## 21. Miscellaneous

72. These Terms, together with the AUP, the AML Policy, the Privacy Policy, and the Cookies Policy, constitute the entire agreement between the Parties in respect of the System Services and supersede any prior agreement or understanding on the same subject matter.
73. A failure by the Administrator to enforce any provision of these Terms does not constitute a waiver of any right or remedy under these Terms or applicable law.
74. If any provision of these Terms is found by a competent court or authority to be invalid, illegal, or unenforceable, that provision is severed from these Terms and the remaining provisions remain in full force and effect.
75. The Customer may not assign or transfer any of its rights or obligations under these Terms to any third party without the Administrator's prior written consent. The Administrator may, at any time, assign or transfer some or all of its rights or obligations under these Terms to a third party, including in connection with a merger, acquisition, reorganisation, or sale of business.
76. Nothing in these Terms creates a partnership, joint venture, agency, employment, or fiduciary relationship between the Parties.
77. The Customer waives any defence or argument based on the electronic nature of these Terms or on the absence of a handwritten signature.
78. In circumstances where an Issuing Partner exercises its right to freeze, restrict, suspend, or close access to Funds on a Debit Card, whether for regulatory, security, or policy reasons, the Administrator assumes no responsibility for those actions.
79. The Customer acknowledges that all provisions of these Terms are clear and accepted, and that the Customer accepts and will comply with the AUP, the AML Policy, the Privacy Policy, and the Cookies Policy as published on the Website.

## 22. Contact

Widberg Affiliates Limited

Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands, MH 96960

General enquiries: [support@spend.net](mailto:support@spend.net)

Compliance and AML: [compliance@spend.net](mailto:compliance@spend.net)

Privacy and data protection: [privacy@spend.net](mailto:privacy@spend.net)

Complaints and legal notices: [legal@spend.net](mailto:legal@spend.net)

Website: <https://spend.net>