



Gemba Finance General Terms and Conditions

General Terms and Conditions

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1. General Provisions

1.1 These General Terms and Conditions govern the legal relationship between You as an individual or legal entity („Gemba User“, „User“, „You“ or „you“) and the company GEMBA FINANCE LTD, registered in United Kingdom of Great Britain under registration number 11040011, legal address: Level 39, One Canada Square, Canary Wharf, London, England, E14 5AB, who is the provider of payment services under the business name Gemba („Gemba“, „We“, „Us“ or „Our“).

1.2 These General Terms and Conditions together with the Price List („Price List“) constitute a framework agreement on provision of payment services which defines the terms and conditions of (a) the opening of Your Gemba Account (as defined below) and (b) the use of payment services provided by Us (also „Gemba Services“ or „Services“).

The Price List forms an integral part of these General Terms and Conditions and also governs the legal relationship between You and Us. The Price List collectively with these General Terms and Conditions hereinafter also as the „Terms“.

We advise you to read the Terms carefully before accepting them.

By visiting our website and/or using our Services (including downloading and using our Gemba App you confirm that you accept and agree to these General Terms and Conditions. If You do not agree, please do not use our Services.

All communications made in respect of the Terms and any payment services provided by us will be in English.

1.3 By entering into the Terms, You confirm:

A. That prior to entering into the Terms, We have provided You online on Our website: <https://ge.mba> with these General Terms and Conditions and the Price List

(Your Price List may be different from public fees due to special tariff (see 6.2 below) and Your special Price list are always located in Gemba App (in Your profile <https://my.ge.mba/profile/fee>);

B. that You have carefully read and fully understood these General Terms and Conditions and the Price List and completed the online form at Our website:

C. <https://ge.mba> to confirm the validity of Your personal and other information provided to Us by You and Your agreement with the Terms;

D. Your agreement according to which Gemba is entitled to provide Services to You according to the Terms;

E. That You have provided Us with the documents, photos, and data that We will reasonably require from You to comply with Our legal obligations.

1.4 By entering into the Terms You agree that You have provided Us with valid information to open Gemba Account. You agree to notify Us immediately if you change your data. You agree and acknowledge that You are responsible for any possible damage or loss that can arise from any invalid, incorrect or improper data.

2. Gemba Payment Services

2.1 Gemba shall provide You with payment services pursuant to the Terms only through your active Gemba Account ([see 3 below](#)) in connection with the Gemba App ([see 4 below](#)).

2.2 Under the Terms We undertake to execute transfers of funds to and from Your Gemba Account.

2.3 You are authorized to dispose with the funds on Your Gemba Account by the way of electronic payment orders through Gemba App.

2.4 The payment transactions will be executed by Us in compliance with the rules and within the execution times set down in [5](#) (Payment Order and Execution Times).

3. Gemba Account

3.1 When you ask us to open a Gemba Account for You (the “[Gemba Account](#)”), we will ask for information about you and where the money in your account comes from. We do this for a number of reasons, including to check your credit score and identity, and to meet our legal and regulatory requirements. When we have the information and documents we need, and if its content and form are satisfactory and complies with the law, we will open your Gemba Account.

3.2 [You must be 18 or over to open a Gemba Account.](#)

3.3 You confirm that You are informed and agree that: Gemba will review your application for opening and maintaining your Gemba Account and, in case of a positive decision, will open an account for you; we have the right to request additional information and documents from you, as well as we have the right not to accept your application for account opening and servicing and/or to refuse account opening without explaining the reasons for refusal.

3.4 Gemba Account qualifies as a payment account and You are authorized to use the Gemba Account to execute payment transactions in compliance with these Terms.

3.5 Gemba Account may be held in EUR or in other currencies offered by Gemba.

3.6 Only You are authorized to dispose with the Gemba Account and perform only own operations in the Gemba Account (not entitled to use the Gemba Account for third parties or for the performance of transactions on behalf of third parties). Other person than You may dispose with the Gemba Account only on the basis of specific power of attorney granted by You and with Your notarized signature.

3.7 You are authorized to dispose with the funds online on Our website: <https://my.ge.mba>.

3.8 By entering into the Terms You agree that the Gemba App is developed and supported in English and that it is convenient and understandable for you to Use the Gemba App in English. If You have any questions, please contact Us and We will provide You with instructions and explanations on using the Gemba App.

3.9 You undertake to transact on Your Gemba Account with legally obtained funds and You undertake to provide Us with all necessary information about any transaction on Your Account upon Our request.

3.10 You acknowledge that We will not be supporting, performing, engaging in, aiding, or abetting any unlawful activity through use of Your Gemba Account. You are obliged not to use Your Gemba Account for illegal purposes, including laundering of criminal proceeds, transfers or receipts of payment for planning, preparation or commitment of crime, for financing terrorism and illegal trade. You will not use Your Gemba Account for any purpose prohibited by these Terms or by law or in any manner that could damage, disable, overburden, or impair Us.

3.11 You confirm that Information provided by You is true, complete, and accurate and undertake to immediately notify Us in writing of any change in the information provided by You. You undertake to immediately notify Us in writing of any intentions to perform transactions on behalf of the third parties and/or to hold third parties' funds in Your Gemba Account. You confirm that You are the owner of the funds held in Your Gemba Account, as well as You are not performing any transactions on behalf of the third parties and You are not holding third parties' funds in Your Gemba Account.

3.12 In the event that Gemba has been determined that You have violated these present provisions specified in [3.6](#), [3.7](#), [3.9](#), [3.10](#) and [3.11](#) the Gemba is entitled to immediately discontinue the provision of services and close Your Gemba Account.

4. Gemba App

4.1 Gemba App is a payment instrument and You can use the Gemba App as a personalised instrument in order to give/initiate payment orders to Us. When using the Gemba App, You agree to comply with rules and conditions for use set down in these Terms.

4.2 It is agreed between You and Us that We have the right to block Your Gemba App for reasons relating to the security of the Gemba App, in particular if there is a suspicion of unauthorised or fraudulent use of the Gemba App. In such case We will inform You in any manner agreed in [7.1](#) (preferably by electronic mail or via telephone or, if possible, through the Gemba App) of the blocking of the Gemba App and the reasons for it, where possible, before the Gemba App is blocked and at the latest immediately thereafter, unless providing of such information would compromise security reasons or is prohibited by relevant law.

4.3 Your access to the Gemba App may also be limited or restricted if such limitation or restriction will arise from the applicable laws or from orders of public authorities (for example by an injunction in criminal proceeding).

4.4 We will unblock the Gemba App once the reasons for blocking no longer exists.

4.5 When using the Gemba App, You shall:

- A. maintain and protect the electronic device where the Gemba App is installed and install the latest versions and system updates of the Gemba App;
- B. keep confidential Your PIN codes, Your personal data required to login and operate
- C. Your Gemba Account and other data used to access their Gemba Account and immediately change them if anything of the above is compromised;
- D. comply with the rules set down in [12](#) (Identity Verification and Due Diligence) and [13](#) (Security);
- E. notify Us or the entity specified by Us without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the Gemba App.

4.6 You may make a notification of loss, theft, misappropriation or unauthorised use of the Gemba App, or request unblocking of the Gemba App at any time via e-mail: support@ge.mba.

4.7 As the issuer of the Gemba App, Gemba shall:

- F. make sure that Your personalised security credentials for the Gemba App are not accessible to parties other than You; this is without prejudice to Your obligations under [4.5](#);
- G. on request provide You with the means to prove, for 18 months after notification, that You made notification of loss, theft, misappropriation or unauthorised use of the Gemba App;
- H. prevent all use of the Gemba App once notification of loss, theft, misappropriation or unauthorised use of the Gemba App has been made.

4.8 Gemba User shall be notified of any authorized payments through the Gemba App.

4.9 Gemba agrees that all information received by Gemba from You and Your bank related to the provision of the Services shall be confidential and stored accordance with legal requirements related to the protection of personal data, privacy, and bank secrets.

5. Payment Order and Execution Times

5.1 The payment transaction is authorized if You give Us Your consent with it. Your consent is given to Us through the Gemba App by identification codes issued by Us to You or by Gemba Key application, that generates confirmation codes for each payment order.

5.2 You shall give your consent to execute payment transaction (payment authorisation) prior to its execution.

5.3 You can revoke Your consent with the payment transaction until the payment order has been received as defined in [5.4](#) and [5.5](#).

5.4 The time of the payment order receipt is when the payment order is received by Us, i.e. in the moment when you enter and confirm (authorize) the payment order (the payment transaction) in the Gemba App by giving your consent (Clause 5.1). You cannot revoke the payment order after the time of the payment order receipt.

5.5 If You give Us the payment order, We will execute the payment order by securing transfer of the relevant amount of payment transaction specified in the payment order to the payee's provider of payment services and We will decrease balance on Your Gemba Account by the relevant amount of payment transaction including all applicable fees payable to Us under Article 6 (Charges and Fees). You shall ensure that the amount necessary for the execution of the payment order and for payment of the related fees is freely available in Your Gemba Account, which is to be debited for the respective payment according to the instructions of the payment order.

5.6 We are not obliged to execute Your payment order if the balance on Your Gemba Account is insufficient to make the full transaction including all applicable fees payable to Us. In such case, We can decline Your payment order and We will inform You thereof through the Gemba App.

5.7 If You are the payer of the payment transaction, the following execution times will apply:

A. If the payment is made within the United Kingdom in sterling, or involving only one currency conversion between the euro and sterling is made within the European Union, then the maximum period of time during which the funds are credited to the payee's payment service provider's account may not exceed four Business Days from acceptance date.

B. We do not guarantee the execution of a Payment within any specific timespan if the Payment Order is addressed to a Payment Service Provider located in a third country (other than the United Kingdom or European Union) or is denominated in a third country currency and at least one Payment Order execution chain is not in the United Kingdom or European Union;

5.8 If the execution time of the Payment transaction is a date that is not a Business Day for Us or the payment initiation service provider, the Payment transaction execution can be started on the following Business Day.

5.9 If You have submitted the Payment order on a Business Day after the cut-off time for acceptance of payment orders, the Parties agree that the Payment order is submitted on the next Business Day.

5.10 If You are the payee of the payment transaction, We will ensure that the amount of the payment transaction is credited to Your Gemba Account immediately after it has been credited to Our account. If there is a currency exchange, We will ensure that the amount of the payment transaction is credited to Your Gemba Account the business day following the day on which it has been credited to Our account.

5.11 You acknowledge that any cross-border transactions may be subject to any additional terms such as those related to the user's account number, the minimum payment amount or charges due to any other banks. You shall check whether or not a foreign bank is able to and will accept the relevant payment. To enhance payment performance, Gemba may use the relevant correspondent or intermediate financial institution.

5.12 You should always have a zero or positive balance in your Account. If Your Account goes into a negative balance as a result of a chargeback, reversal of a transaction, deduction of fees or any other action, you must to repay the negative balance immediately without any notice from us. We may send you reminders or take such other reasonable actions to recover the negative balance from you, for example, we may use a debt collection service or take further legal actions. We will charge you for any costs we may incur as a result of these additional collection efforts.

5.13 If You have noticed that the funds have been credited to Your Account by mistake or due to Our error, or in any other way that have no legal basis, You are obliged immediately notify Us about it no later than within 1 Business Day after noticing the wrongly credited funds. You acknowledge and understand that You have no right to dispose of funds that does not belong to You. In such cases, You give irrevocable consent and We are entitled without any additional consent from You or order from You to correct the error and debit (withhold) such funds from Your Account. If the amount of funds on Your Account is insufficient to debit the funds credited by mistake, error or without legal basis, You unconditionally commit to ensure that there is sufficient balance in Your Account to repay to Us money credited by mistake in 3 (three) Business Days from the receipt of such a request from Us.

5.14 We have the right not to credit the received Payment amount in Your Account, if Your Account number is correct, but the rest of information does not match with the existing data available to Us. If We exercise Our rights under this Clause, then the funds received from other payment service providers shall be transferred back to the Payer's payment service provider or a request shall be sent to the Payer's payment service provider to clarify the Payee's details. We have the right to suspend crediting for the time necessary for obtaining and evaluating information and documents.

6. Charges and Fees

6.1 Gemba User shall pay charges and fees for the Services provided by Us pursuant to the Price List which is an integral part of these General Terms and Conditions. The current version of the Price List is available to Gemba Users online on our website:

for individuals: <http://go.ge.mba/price-individuals>

and for corporates: <http://go.ge.mba/price-corporates>

6.2 If We have agreed with You on a Special Price List, We will provide the Special Price list for You. We will provide You with the Special price list for acceptance prior to the conclusion of these General Terms and Conditions.

6.3 All applicable fees and charges payable to Us will be deducted from Your Gemba Account.

6.4 Subject to relevant tax laws, Gemba may withdraw amounts from your Gemba Account in accordance with any tax requirements.

6.5 Subject to these Terms, you are obliged to pay all fees and charges due for Your use of Our services /Your Gemba Account regardless of the suspension or the services blocking.

6.6 Gemba can change Price List if the risk rating of the client has changed and these changes do not pose an risk to Gemba or third parties. In this case, We have the right to suspend or limit Your access to Your Gemba Account by notifying You

in writing and providing with a new Price List. The provision of Services is resumed after the acceptance of a new Price List by You. If the Price List is not accepted within a month, the Terms is automatically terminated. If these changes pose a risk to Gemba or third parties, [Clause 18.7](#) applies.

7. Communication with Gemba

7.1 These Terms — the framework agreement on provision of payment services — are entered into in English language. We will communicate with You and provide You with contractual conditions and other information in English, unless agreed otherwise, by the following means:

- A. via the installed Gemba App;
- B. via electronic mail; You can contact us via e-mail address: support@ge.mba;
- C. in person in our registered office.

7.2 You hereby express Your consent to receive all notifications sent by Us in relation to Gemba Services in electronic form. We shall send all notifications by their posting in the Gemba App or giving them to your e-mail address, which you specified in the Terms.

7.3 You are responsible for accessing Your Gemba App on a regular basis and for regular control of Your Gemba App, Our website and Your main e-mail address and opening and viewing notifications, which We will send through these channels. You shall review all messages related to Gemba transaction history and immediately ask any questions, report any revealed mistakes or unauthorized Gemba transactions.

7.4 We may contact You from time to time to notify of any changes or disclose information related to Your Gemba Account. You shall be responsible for carrying out regular checks of Your Gemba Account and keeping all Your contact details stored in Your Gemba profile up to date. Subject to these Terms, you may contact us via e-mail address: support@ge.mba.

7.5 You are authorized to request from Us that We provide You with the content of these Terms and other information.

8. Regulatory Information

8.1 Our business name is GEMBA FINANCE LTD, registered in [United Kingdom of Great Britain under registration number 11040011](#), legal address: [Level39, One Canada Square, Canary Wharf, London, England, E14 5AB](#).

8.2 GEMBA FINANCE LTD has been granted authorisation to carry on payment services activities as an Authorised Payment Institution from 13 March 2019,

under the Payment Services Regulations 2017. We are authorized to provide payment services on the basis of a license issued by the Financial Conduct Authority.

8.3 Our activities in the area of payment services is supervised by the Financial Conduct Authority, with its head office: [12 Endeavour Square, London, E20 1JN](#), <https://www.fca.org.uk/>.

8.4 We are registered in the list of Authorised Payment Institution. The evidence is available through the website: https://register.fca.org.uk/ShPo_FirmDetailsPage?id=0010X000049KCmZQAW.

9. Consumer Protection

9.1 If You are entering into these Terms as a consumer, i.e. as an individual outside his/her trade, business or profession, please pay special attention also to the following information.

9.2 As a consumer, You are authorized to unilaterally withdraw from these Terms within 14 days after entering into the Terms. You are not obliged to state any reason for such withdrawal and We may not impose You any sanctions in connection with Your withdrawal. This withdrawal period takes effect from the date that your application is accepted by us.

9.3 If You wish to withdraw from these Terms under [Clause 9.2](#), You must send us the notice of withdrawal in writing within the allotted period by support@ge.mba. If You exercise Your right to withdraw from these Terms, the time limit for withdrawal is considered to have been observed if You dispatch the notice of withdrawal to Us within the designated time limit.

9.4 If You withdraw from these Terms under [Clause 9.3](#), We may require immediate payment of fees and charges payable to Us hereunder for the services We have provided You until Your withdrawal has occurred.

9.5 If You do not withdraw from these Terms under [Clause 9.3](#), Your right to withdraw from these Terms will expire after lapse of the 14-day period pursuant to [Clause 9.3](#). After that, You may unilaterally terminate these Terms only pursuant to [Article 17](#) (Amendments to These Terms) or [Article 18](#) (Termination).

9.6 We always do our best, but we realise that things sometimes go wrong. If you have a complaint, please contact us.

9.7 If you are unhappy with how we have dealt with your complaint, you can refer it to the Financial Ombudsman Service within six months of the date we sent (or should have sent) our final response to you. Their address is: [Exchange Tower London E14 9SR](#). Phone from UK: 0800 023 4567. You can find more information on their website: <https://www.financial-ombudsman.org.uk/>.

9.8 If your complaint is about our service relating to payments into and out of your account, you can also make a complaint to the Financial Conduct Authority.

9.9 If you'd just like to speak to someone about an issue that's concerning you, please contact Us. We can usually settle matters quickly. You'll probably need to give us the information below.

9.10 You'll need to tell us: your name, the phone number and email address associated with your account, when the problem arose and how you'd like us to put the matter right. We'll look into your complaint and respond to you by email. We will communicate with you in English, unless we tell you otherwise. We will handle Your complaint in compliance with Our rules for handling complaints published on Our website.

9.11 If you prefer you can email us at: support@ge.mba.

9.12 The information provided in these Terms is valid until an updated wording of these Terms has been adopted by Us and published on Our website.

10. Rectification of Unauthorized or Incorrectly Executed Payment Transactions

Rectification of Unauthorized Payment Transactions

10.1 In case of an unauthorized payment transaction (see [Clause 5.1](#) above for definition of authorization of payment transaction), We will refund You the amount of the unauthorized payment transaction immediately, and in any event no later than by the end of the business day following Us noting or Us being notified of the unauthorized payment transaction, except where We have reasonable grounds for suspecting fraud and communicate those grounds to the relevant authorities in writing.

10.2 [Clause 10.1](#) shall not apply and We will not rectify the unauthorized payment transaction for You if You are obliged to bear the losses from the unauthorized payment transactions under [Clauses 10.3.](#), [10.4](#) and [10.5](#) below.

10.3 You are obliged to bear the losses relating to unauthorized payment transactions:

- A. up to a maximum of EUR 50 (or an equivalent of this amount in other currencies) if You are a consumer or in full if You are not a consumer, if the losses resulted from the use of a lost or stolen Gemba App or from the misappropriation of the Gemba App;

B. in full, regardless of whether You are a consumer, if the losses were incurred by You acting fraudulently or failing to fulfil one or more of the obligations set out in [Article 4](#) (Gemba App) with intent or gross negligence.

If You are a consumer, [Clause 10.3\(A\)](#) shall not apply (and You shall not be obliged to bear the losses relating to unauthorized payment transactions thereunder) if You have not acted fraudulently and:

the loss, theft or misappropriation of the Gemba App was not detectable to You prior to a payment; or

the loss, theft or misappropriation of the Gemba App has been caused by Us.

10.4 If You are a consumer, Section 10.3 (and You shall not be obliged to bear the losses relating to unauthorized payment transactions thereunder) shall not apply if You have not acted fraudulently and:

C. the losses incurred after You have notified Us in accordance with [Clause 7.1](#) above; or

D. We have not provided You with appropriate means for the notification at a time of a lost, stolen or misappropriated Gemba App, theft or misappropriation of the Gemba App; or

E. We have not required strong customer authentication where it is required by the applicable laws.

[Rectification of Incorrectly Executed Payment Transactions](#)

10.5 We shall be liable to You as a payer for correct execution of the payment transaction, unless We can prove to You and, where relevant, to the payee's payment service provider that the payee's payment service provider received the amount of the payment transaction. In that case the payee's payment service provider shall be liable to the payee for the correct execution of the payment transaction.

10.6 If We are liable to You as a payer under [Clause 10.6](#) and You inform Us that You do not insist on execution of the payment transaction, We shall without delay restore Your debited Gemba Account to the state in which it would have been had the defective payment transaction not taken place.

10.7 If We are liable to You as a payer under [Clause 10.6](#) and You do not inform Us that You do not insist on execution of the payment transaction, We shall without any delay make sure that the amount of the payment transaction is credited to the payee's payment service provider account and restore Your Gemba Account to the state in which it would have been had the defective payment transaction taken place correctly.

10.8 If We are liable to You as a payee for correct execution of the payment transaction, We shall without delay restore Your Gemba Account to the state in which it would have been had the defective payment transaction taken place correctly.

10.9 If the payment transaction initiated on the basis of Your payment order has been executed incorrectly, We will, on Your request, exert reasonable effort to search for the payment transaction, and We will inform You about the result.

10.10 The above rules for rectification of incorrectly executed payment transaction under [Sections 10.6](#) to [10.10](#) apply to You only if You are a consumer. If You are not a consumer, We are not liable to You for correct execution of payment transactions.

Common Provisions Relating to Unauthorized and Incorrectly Executed Payment Transactions

10.11 If You are a consumer and You claim that You have not authorized already executed payment transaction or that the payment transaction has been executed incorrectly, We will give evidence that this payment transaction has been authenticated, correctly recorded, accounted for and that it has not been affected by technical defect or other malfunction; otherwise it is presumed that the payment transaction is unauthorized or incorrectly executed.

10.12 Your right arising from unauthorized or incorrectly executed payment transaction does not exclude Your right to claim damages or unjust enrichment. However, what can be obtained from Us by asserting a right arising from an unauthorized or incorrectly executed payment transaction, cannot be claimed on any other legal grounds.

10.13 As a payer You may assert Your right to rectification of an unauthorized or incorrectly executed payment transaction before a court or another competent authority if You notify Us of the unauthorized or incorrectly executed payment transaction without undue delay after becoming aware of it, but no later than 13 months (if You are a consumer) or no later than 1 month (if You are not a consumer) after the date on which the payment transaction amount was debited from Your Gemba Account.

10.14 As a payee You may assert Your right to rectification of an incorrectly executed payment transaction before a court or another competent authority if You notify Us of the incorrectly executed payment transaction without undue delay after becoming aware of it, but no later than 13 months (if You are a consumer) or no later than 1 month (if You are not a consumer) after the date on which the payment transaction amount was credited to Your Gemba Account.

10.15 If You fail to notify Us of an unauthorised or incorrectly executed payment transaction in time and if We invoke late notification, a court or another competent authority shall not grant You the right to rectification of an unauthorised or incorrectly executed payment transaction.

10.16 If a circumstance which is unusual, unforeseeable, independent of Our will and whose consequences could not have been avoided by Us, has prevented the fulfilment of Our duty relating to execution times for payment transactions or to rectification of unauthorised and incorrectly executed payment transactions, We are not liable for the failure to fulfil this duty.

11. Effective Date and Term of Our Agreement

11.1 The contractual relations between the You and Gemba under these Terms shall become effective when We have verified the required documents from You and We confirm to You that We agree with entering into these Terms with You.

11.2 The agreement between You and Us under these Terms is for an indefinite term.

11.3 If the Gemba User does not fulfil obligations provided for in the previous [Clause 11.3](#) and/or result of the Gemba User due diligence performed is not satisfactory to Gemba and/or does not comply with applicable law, Gemba may refuse to establish business relationship and refuse to enter into these Terms with the Gemba User.

12. Identity Verification and Due Diligence

12.1 Gemba shall perform Your identity verification and due diligence as required by applicable law and/or internal procedures established by Gemba. Gemba is entitled to request information (including but not limited to documents) from the Gemba User in order to perform the Gemba User due diligence under the applicable law and/or internal procedures established by Gemba and the Gemba User undertakes to provide the requested information in the form and within the time period indicated by Gemba.

12.2 You hereby consent to collaborate with Us in all events when We or any third service provider is obligated under relevant laws to check or verify your identity or the identity of any other users of the Gemba App and validate your financial sources or Gemba transactions. Such requests/applications may include a request to disclose more detailed information to Gemba for adequate identification of you or any other Gemba App users, including the verification of your information in the third party's databases or any other sources. To enable you to use all available functions, Gemba may request that Gemba Users or Gemba App users provide any additional information.

12.3 We reserve the right to refuse to establish business relationship, block, suspend or limit your access to Your Gemba Account and/or other Gemba services if We fail to obtain or verify such additional information or result of the due diligence is not satisfactory or does not comply with Law.

12.4 Provided compliance with confidentiality obligations, We may verify both information disclosed by You and information related to You and Gemba App users obtained from Our search or provided by the third parties from any non-public databases. By consenting to these Terms, you agree that We or any authorized third party may carry out such verification.

12.5 We shall ensure that all data in your Gemba Account are always exact and valid. If We suspect that your data are outdated or incomplete, We are entitled to contact You and request that You pass verification one more time. In this event, We may suspend or restrict Your access to Gemba Account and Your Gemba transaction limit shall be restricted for the period of your identity check. We shall not be liable for any losses caused by Your failure to promptly update Your data.

12.6 In order to comply with legal requirements on prevention of money laundering or financing of terrorism and proliferation, tax frauds or other illicit activities, We may request from You and You shall provide the necessary documentation and information for due diligence, including beneficial owner, personal and economic activity of You and beneficial owner, financial position, origin of funds and explanations on financial operation or objective of operations.

12.7 We have a right to refrain from provision or performance of financial services if We have information or reasonable grounds to believe that Our Customer or related person is involved in money laundering or terrorism and proliferation financing, tax frauds or other illicit activities.

12.8 We shall not be liable for any loss caused to You or third parties in result of providing financial services or refusing from execution of services, suspending, or terminating if We have acted within the legal framework of regulations ensuring prevention of money laundering or terrorism and proliferation financing, tax frauds or other illicit activities.

13. Security

13.1 As a Gemba User, You shall make your best efforts to:

- A. maintain the security of your login/username and password to the Gemba App; and
- B. prevent unauthorized access to Your Gemba App.

13.2 Every Gemba User shall:

- A. Logout from Gemba App every time they leave the device they use for Gemba App;
- B. keep safe and protected with a password any device with installed Gemba App used to access Gemba App;
- C. not record or disclose their login/username or password;
- D. change their password regularly;
- E. if you receive any SMS text or e-mail or questionnaire from any poll or any other link that requires you to disclose your password, you shall keep it secret and immediately contact our support office through Gemba App;
- F. ensure that a device used for our communication is protected and kept so as to allow access only to the Gemba User because email and mobile phone may be used for password reset; or
- G. not disclose data related to the security of Gemba App; if there are any suspicions that a password is lost or stolen or became known to an unauthorized person, You shall advise the Gemba support service thereof immediately.
- H. not use such function that can enable the recording of the username/password on such devices that the User uses to access Gemba App.

13.3 If You become aware of any abuse, theft or unauthorized use of a username, password, PIN or any other actions, which seem suspicious to You, You must contact the support services through Gemba App. If You suspect any offense, We recommend that You simultaneously report it to criminal authorities.

14. Limitations on Gemba Services

14.1 It is prohibited to:

- A. use Gemba services for any illegal purpose, including but not limited to, the following: fraud and money laundering, illegal transactions in sexual materials or services, forged goods, illegal gambling, sale, and purchase or facilitating sale and purchase of any illegal goods and services, the financing of terrorist organizations, illegal sale or purchase of tobacco, weapons, prescription medicines, and any other controlled or prohibited substances. Gemba shall report any suspicious activities and cooperate with all relevant law enforcement and regulatory bodies;
- B. use Gemba services for abuse, operation, and bypass any restrictions imposed by a business in relation to their services or to obtain any goods or services without payment of due amounts in full or in part;
- C. violate these Terms and any other regulations or rules agreed upon with Gemba;
- D. use Gemba services to violate laws, regulations, orders, and judgments;
- E. infringe copyright, patents, trademarks, trade secrets or any other intellectual property rights, publicity right or privacy rights of Gemba or any third persons;
- F. act by using Gemba services in any discrediting, libellous, intimidating, or molesting manner;
- G. disclose misleading, incorrect or fake information;
- H. order Us to transfer or accept on Your behalf money that we reasonably believe to be obtained in an allegedly illegal way;
- I. refuse to cooperate with any investigation or refuse to provide identification documents or information that You failed to disclose;
- J. manage a Gemba Account that is allegedly involved in the above-mentioned activities;
- K. perform any actions that can unreasonably or excessively overburden our infrastructure; facilitate any viruses, trojan horse, worms or other software that can damage, have unfavourable effects on, secretly listen to or steal any information system, data or information; run anonymized proxy servers; use any robots, spiders or other automated or manual devices to track or copy our websites without our prior written consent; interfere or attempt to interfere with Gemba services;
- L. perform any actions which can cause any loss of service of our online service providers, payment processors or any other vendors;
- M. insult Our employees, trade representatives or any other Gemba users;
- N. refuse to cooperate with any investigation or refuse to provide identification documents or information that you failed to disclose;

- O. use Gemba services in any way that we believe violates some of the relevant electronic payment rules, payment system or network rules or the relevant regulations;
- P. refuse or fail to disclose any detailed information related to You or Your business, which We may reasonably request;
- Q. disclose Your personal password to any person or use a personal password of any other person.

14.2 If Gemba at its own discretion believes that You could breach these General Terms, We may make efforts to protect ourselves, other Gemba users and any third parties. Such efforts may include, but not be limited to the following:

- A. contact other Gemba users who made transactions with You or Your bank and/or warn other Gemba users, law enforcement or third parties that can be affected by Your activities;
- B. update incorrect information provided by You;
- C. take the relevant legal steps;
- D. terminate our contractual relations or Your access to the website;
- E. cancel the Gemba transaction in full or in part.

14.3 If possible, Gemba shall disclose information related to the relevant efforts unless We are prohibited from doing this under the relevant legal regulations, which prohibit the disclosure of confidential information of the third party or interference with the investigation.

15. General Liability

15.1 As a Gemba User hereunder You shall be liable for Your actions and omissions. You shall be also liable for all obligations, liabilities or any other responsibilities related to Gemba, Gemba users or the third party due to the breach of these Terms by the reason of using Your Gemba services and Your Gemba Account. We agree that You shall indemnify Gemba, Gemba users or the third party for all liabilities as provided by law.

15.2 You shall be responsible for Your understanding and compliance with all laws, rules, and regulations within Your specific jurisdictions, which are related to Your use of Gemba services.

15.3 To the extent that applicable law permits, Gemba shall not be liable and You agree that You will not hold it liable for any damages or losses (including but not limited to the loss of money, goodwill or reputation, profits, and any other intangible losses

and any exceptional, indirect or consequential damages) directly or indirectly resulting from:

- A. activities of Gemba App users based on your orders according to these Terms and any limitations imposed by Gemba App,
- B. actions or omissions of the third parties,
- C. suspensions or any other steps made in relation to your Gemba Account,
- D. illegal steps and operations of the third parties made by the use of fake and/or illegal documents or data obtained illegally.

15.4 You are liable for breaking these General Terms or applicable laws. In the unlikely event of loss or claims or costs and expenses arising out of your breach of these General Terms, any applicable law or regulation and/or Your use of our Services, You agree to compensate us and our affiliates and hold us harmless. This provision will continue after our relationship ends.

16. Cancellation of Your Gemba Account

16.1 Your Gemba Account shall be cancelled after the termination of these Terms according to [Article 17](#) (Amendments to These Terms) and [Article 18](#) (Termination).

17. Amendments to These Terms

17.1 We may propose to You at any time an amendment to these General Terms and Conditions and the Price List, no later than:

- A. 2 months before the effective date of the amendment to the Terms specified in the proposal, if You are a consumer, or
- B. no later than 15 days before the effective date of the amendment to the Terms specified in the proposal, if You are not a consumer.

17.2 It is agreed between You and Us that it shall be deemed that You have accepted Our proposal for an amendment to these Terms:

- A. if We have proposed the amendment to these Terms no later than 2 months before the proposed effective date of the amendment, if You are a consumer, or no later than 15 days before the proposed effective date of the amendment, if You are not a consumer;
- B. if You have not rejected the proposal for an amendment to these Terms before the effective date of the amendment;

C. in case You are a consumer, if We have informed You of this consequence in the proposal for an amendment to these Terms; and in case You are a consumer, if We have informed You in the proposal for an amendment to these Terms of Your right to terminate these Terms in accordance with [Clause 17.3](#)

17.3 If You are a consumer and if You reject Our proposal for an amendment to these Terms in the case referred to in [Clause 17.2](#), You may terminate these Terms free of charge and with immediate effect prior to the proposed effective date of the amendment.

17.4 If any amendments of these Terms are required by law or related to a new service or option added to the existing services or a reduction in the service price or any other change that does not limit your rights or increase your liability, such amendments may be made without prior notification with an immediate effect.

18. Termination

18.1 It is agreed that We may terminate these Terms at Our own discretion at any time; in such case these Terms shall terminate upon expiry of a two-month notice period if You are a consumer or of a ten days period if You are not a consumer.

18.2 You may terminate these Terms at Your own discretion at any time; in such case these Terms shall terminate upon expiry of a one month notice period if You are a consumer or of a two-month period if You are not a consumer. If You terminate these Terms earlier than after 6 months entering into these Terms, We may charge You a fee corresponding to Our costs incurred in connection with Your termination.

18.3 No termination of these Terms shall affect any of Your rights or obligations that arose before the date of termination and shall survive such termination due to their features.

18.4 We or You may withdraw from these Terms in cases stipulated by the law, i.e. in particular if other party fundamentally breaches these Terms or of the other party fundamentally breaches its contractual duty by its default. Upon withdrawal, these Terms are terminated from the moment the notice of withdrawal has been delivered to the other party.

18.5 If you are in breach of these Terms (including the breach of your obligation to repay all outstanding debts), we may terminate these Terms in accordance with the above provisions and/or:

- A. suspend your use of the Gemba Services (in full or in part),
- B. report any Gemba transaction or any other relevant information about You and Your use of Gemba services to the relevant regulatory or law enforcement authority and/or ministry; and/or
- C. claim damages from You.

18.6 If any fee or charge for the provision of payment services under these Terms is determined as a fixed amount for a given period, in case You are not a consumer We shall be entitled to such fee or charge in full for this period until the termination of these Terms.

18.7 We are entitled unilaterally without prior notice to immediately close the Account and terminate the Terms, notifying You in writing if:

- A. You have provided Us with false information or documents;
- B. You have not provided to Us within the set timeframe the requested information (documents) or has provided false or incomplete information (documents);
- C. We believe or have established that the documents provided by You are counterfeit and/or information (documents) do not correspond to the actual circumstances;
- D. We believe or have established that there is an unidentified and unauthorized individual acting on behalf of You;
- E. We believe or have established that the true beneficiary indicated by You is a different person;
- F. We believe or have determined that You have tried or are using Our services for illegal purposes - for fraud or other illegal activity;
- G. There is reasoned suspicion that the Customer, a person related thereto (including its member or ultimate beneficial owner), business partner of the Customer and beneficial owner of a transaction (such as the final recipient of actual assets, goods or services) corresponds to at least one of the following criteria:
 - i. is a person subject to sanctions;
 - ii. is located or established in the country or territory subject to sanctions;
 - iii. is directly or indirectly related to the person (including any institution, organization or other legal establishment), country or territory subject to sanctions;
- H. There is a reasonable suspicion that the relevant Service or transaction initiated by the Customer (including the one that provides a benefit to the Customer) is directly or indirectly related to:
 - i. the person (including any institution, organization or other legal establishment) subject to sanctions;
 - ii. the goods or services subject to sanctions;
 - iii. the country or territory subject to sanctions;
- I. You have a negative Account balance; In case of negative balance we may forward your debt to debt collecting agency;
- J. In case Your risk rating increases to unacceptable level;

- K. We have reasonable grounds to suspect that You or funds in the Account are involved in money laundering or terrorism and proliferation financing or other illicit activities;
- L. We have information about extraordinary circumstances beyond Our control that may affect the safety or confidentiality of Your and / or other Our customers' funds or inflict losses; Transactions, reputation, economic activity, personal activity or any other activity or inactivity of the Customer or a person related to it (including its true beneficiary) have or may have adverse consequences for Gemba, been abusive to anyone at Gemba or it's related companies or persons, or put us in a position where we might break the law or attempted to break the law;
- M. We have information that You are involved in an illegal activity and / or other negative information about You or related to You that could damage Our reputation;
- N. Our right to terminate the Terms immediately results from the regulatory enactments binding to Us;
- O. if You have not performed transactions on the Account for more than 6 (six) consecutive months and its balance is equal to 0 (zero).

18.8 Prior to closing the Account, We will debit the Account for the funds due to Us pursuant to the Terms or other agreements concluded with Us and will transfer the remaining amount to the account specified by You, applying the fee.

18.9 Prior to closing the Account for any reason, You must transfer all funds from the Account to Your own account with another financial institution. If there are funds left on the Account and they are not transferred from the closed Account within 1 month after its closure, We are entitled to charge the fees and charges provided in Your Price List.

19. Miscellaneous and Final Provisions

19.1 Gemba User is made aware that Gemba may record and store all communications between the User and Gemba to verify the instructions and actions performed, protect its own legal rights, and improve the services and training of its employees. Personal data shall be processed according to the Privacy Rules published on Our website.

19.2 Payment services provided by Us may include currency exchange operations in which case You may be exposed to foreign exchange risk which is out of Our control. In particular, You may suffer losses due to an adverse movement in the exchange rate of the denomination currency in relation to the base currency before the date when the payment transaction is completed.

19.3 Only you and we have any rights under the agreement. The agreement is personal to you and you cannot transfer any rights or obligations under it to anyone else.

19.4 We will only transfer any of your and our rights or obligations under the agreement if we reasonably think that this won't have a significant negative effect on your rights under these terms and conditions or we need to do so to keep to any legal or regulatory requirement. When we transfer rights and obligations we call this 'novation'. When we only transfer rights, we call this 'assignment'.

19.5 The laws of England and Wales apply to these terms and conditions. If these terms and conditions are translated into another language, the translation is for reference only and the English version will apply.

19.6 If We fail to exercise any right following from these Terms or the relevant regulations, this shall not mean Our waiver thereof.

19.7 If any provision of these Terms is held invalid or ineffective, the invalidity or ineffectiveness thereof shall not impair the validity of other provisions of these Terms and all remaining provisions, which such invalidity or ineffectiveness does not relate to, shall remain valid and effective to full extent.

19.8 Unless the context requires otherwise, all words in the singular shall include the plural and vice versa.

19.9 Unless the context requires otherwise, one gender shall include all other genders.

19.10 These Terms shall be binding on and injure to and for the benefit of the parties to this agreement and their possible successors, heirs, and permitted assignees and any reference to either party hereto shall include such personal representatives, successors, and permitted assignees of such party.

19.11 Any reference to a provision of law or regulation shall refer to their latest version, advanced version or newly adopted version.

19.12 Any reference to a written form shall include also e-mail and special features of the Gemba App.

19.13 Any obligation of either party hereto to avoid doing something shall include its obligation to prevent doing something.

19.14 Any reference to these Terms or any other agreement or document referred by these Terms shall be a reference to these Terms or any other agreement or document as may be amended and restated from time to time (in any case, there is no breach of these Terms).

19.15 Any words used after the expressions "including", "in particular" or any similar words shall be interpreted to be illustrative without limiting the meaning of words, descriptions, definitions, phrases or terms preceding such terms.

19.16 Any attachments hereto shall be an integral part of these Terms where You and Gemba express your consent with the use of specific services as they are defined in such attachments.

