

General Terms

Valid as of 01.01.2024

These General Terms are applicable to all agreements entered into by Pocopay, which refer to these General Terms.

1. Information about the service provider

1.1. Pocopay is a company established under the laws of Estonia and entered into the Estonian commercial register under the business name AS Pocopay with the registry code 12732518 and a registered location and location of headquarters at Peterburi tee 2F, 11415 Tallinn, Estonia. The website of Pocopay is www.pocopay.com.

1.2. Pocopay is a payment institution licensed by the Estonian Financial Supervision Authority (EFSA) and entered into the list of payment institutions holding a valid license issued by the EFSA available on the website of the EFSA (Finantsinspektsioon).

1.3. Pocopay's license allows Pocopay to provide its services cross border in all of the member states of the European Union (except Luxembourg) and Norway.

1.4. The EFSA can be contacted via the e-mail address info@fi.ee, the phone number +372 668 0500, the mail address Sakala 4, 15030 Tallinn, Estonia or via any other ways indicated on the website of the EFSA www.fi.ee

1.5. Pocopay is not a credit institution. Pocopay does not take deposits or other repayable funds.

2. Definitions

The following capitalized terms have the following meanings in these General Terms:

Account: any account opened for the Customer in Pocopay, including a payment account;

Authentication: the performance of operations, which enable Pocopay to verify the identity of a Customer and/or the validity of a payment instrument issued to a Customer;

Authentication Instrument: an item, feature, information or other instrument, which enables the Customer to Authenticate himself/herself to Pocopay, to prove the validity of a payment instrument to Pocopay or to Authorize certain operations for Pocopay, for example a password (including a Poco code), a one-time authentication code, a PIN-code, a Card, a mobile phone, a mobile phone number or a biometrical data;

Authorization: the performance of operations, by which the Customer gives Pocopay a confirmation of its intention for performing certain operations, for example for making a payment;

Card: any payment card issued to the Customer by Pocopay, including any debit card issued to the Customer by Pocopay;

Customer: a natural person or legal entity who has entered into a Service Agreement with Pocopay or who has expressed Pocopay his/her wish to enter into a Service Agreement (references to the Customer as “him” or “her” are intended to include Customers who are a legal entities);

Inactive account: an account, or several accounts under one Customer contract that have not had any transactions (incoming or outgoing, except for Pocopay fee deductions) continuously over 3 calendar months.

Privacy Policy: a document available on Pocopay’s website, which stipulates the terms and conditions according to which Pocopay processes the personal data of any person using the Pocopay app, any person visiting the website and/or any person using any services offered by Pocopay;

Service Agreement: an agreement, which is composed of Service Terms and these General Terms, and which stipulates the rights and obligations of Pocopay and the Customer upon performing the services referred to in the Service Terms;

Service Terms: a document, which stipulates the rights and obligations of Pocopay and the Customer upon the provision of certain services by Pocopay to the Customer and which refers to these General Terms;

Party or Parties: respectively Pocopay or the Customer or both;

Payment Account: a payment account opened for the Customer in Pocopay;

Pocopay: AS Pocopay

Price List: the price list available on Pocopay's website, which stipulates the fees payable for the services provided to the Customer by Pocopay.

3. Prevention of money laundering and terrorist financing

3.1. In accordance with applicable law, Pocopay is obliged to apply due diligence measures stipulated in applicable law aimed at the prevention of money laundering and terrorist financing. Among other measures, Pocopay is obliged to identify and verify the identity of the Customer, the Customer's representative and the beneficial owner(s) of the Customer, collect information about the Customer and use of the services provided to the Customer and remove any suspicions of money laundering or terrorist financing which Pocopay may develop with regard to the Customer or use of the services provided to the Customer.

3.2. The Customer is obliged to present Pocopay with all information and documents, which Pocopay demands from the Customer in order to apply the due diligence measures referred to in Section [3.1](#) or to perform any other obligations under applicable law.

3.3. The Customer undertakes that all information and documents, which the Customer presents Pocopay with are true, accurate and up to date. If any of the information and documents presented to Pocopay should change, then the Customer shall present Pocopay with the respective updated information and documents, as described in Section [19.4.](#), [19.5.](#)

3.4. Pocopay may collect and/or verify the information and documents presented by the Customer also from third parties.

3.5. The specific terms and conditions for processing the Customer's data are stipulated in the Privacy Policy available on Pocopay's website.

4. Refusal of service and termination of Service Agreement

4.1. In connection with Pocopay's obligations under applicable law, Pocopay reserves itself the right to refuse from providing services to the Customer, the right to refuse from entering into any Service Agreement with the Customer and the right to immediately extraordinarily terminate a Service Agreement entered into with the Customer, in the occurrence of one or several of the following circumstances:

4.1.1. the Customer is not:

- (a) at least 18 years of age;
- (b) a resident of a country, in which Pocopay operates in; or
- (c) a citizen of a country in the European Economic Area;

4.1.2. Pocopay is unable to apply one or several due diligence measures to the Customer, including:

- (a) to verify the identity of the Customer;
- (b) to identify the Customer's purpose on using Pocopay's services;

4.1.3. the Customer does not, regardless of Pocopay's demand, present Pocopay with additional information and/or documents, which Pocopay is obliged to collect under applicable law:

4.1.4. the Customer has intentionally or due to gross negligence:

- (a) presented Pocopay with incorrect or insufficient information and/or documents;

- (b) not performed an obligation under a Service Agreement; or
- (c) caused damage to Pocopay or created a threat giving rise to such damage;

4.1.5. Pocopay suspects that the Customer may be involved with or that the services provided to the Customer may be used for money laundering, terrorist financing, fraud or any other illegal activity and Pocopay is unable to remove such suspicions;

4.1.6. there are circumstances related to the Customer or a person affiliated with the Customer which indicate to a higher risk of money laundering, terrorist financing, fraud or any other illegal activity and, in connection thereof, Pocopay does not wish to provide services to the Customer;

4.1.7. the Customer or a person affiliated with the Customer is or has been the subject of an international financial sanction;

4.1.8. the Customer has overdue payables to Pocopay for which Pocopay has the right to claim the Customer for interest for late payment;

4.1.9. a competent public authority or another competent authority, including any competent law enforcement authority, supervision authority, tax authority, court or bailiff, has given Pocopay a lawful order to arrest any Account of the Customer or to restrict the services provided to the Customer in any other way;

4.1.10. an administrator of an international clearing system, including an international card organization, a correspondent bank of Pocopay or any other intermediary to the services provided to the Customer demands that Pocopay restricts the services provided to the Customer;

4.1.11. Pocopay may not provide services to the Customer under applicable law and/or Pocopay has the right under applicable law to refuse from providing services to the Customer and/or Pocopay has the right under applicable law to immediately terminate the Service Agreement entered into with the Customer;

4.1.12. Pocopay is unable to verify the existence, the right of representation of the representative or a beneficial owner of a Customer who is a legal entity;

4.1.13. the share capital of a Customer who is a legal entity is composed of bearer shares or other bearer securities;

4.1.14. a Customer who is a legal entity is not registered in a country, in which Pocopay operates in;

4.1.15. there is another good reason.

4.1.16. the Customer is in breach of an obligation arising from the Service Agreement or other terms and conditions of Pocopay;

4.1.17 the Customer is deceased or a Customer who is a legal entity is deleted from the register and their Account is empty.

4.2. Pocopay may ordinarily terminate the Service Agreement by notifying a private Customer two months in advance and a Customer who is a legal entity one month in advance, in the following circumstances:

4.2.1. the balance of the Customer's Inactive Account is 10 or less euros;

4.2.2. other compelling reasons.

4.4. Upon termination of the Service Agreement, Pocopay shall transfer to the Account all unpaid interest, withdraw all payable service fees and other sums and debts. The remaining money will be transferred to another account indicated by the Customer, in accordance with the following:

4.4.1. if the Services Agreement was terminated extraordinarily (under Section 4.1.) then Pocopay shall transfer the funds on such Account only to an account opened in the Customer's name in a credit institution registered in a country in the European Economic Area;

4.4.2. if the Services Agreement was terminated ordinarily (under Section 4.2.) then Pocopay shall transfer the funds on such Account to the Customer or a third party

designated by the Customer, or transfer the funds to an account with the same or another payment service provider in the European Economic Area as specified by the Customer unless otherwise prescribed by law.

4.5. Upon termination of the Service Agreement under the Section [4.2](#) Pocopay will accept payments made to the Customers favor and transfer the funds to the account indicated by the Customer in accordance with clause [4.4.2](#). or inform the Customer of the receipt and disburse the funds upon the first demand of the Customer. The payment is subject to a service fee listed in the Price List. No interest is paid by Pocopay to the Customer for funds that are in Pocopays possession after the termination of the Service Agreement.

4.6. If Pocopay has exercised its right stipulated in this Section [4.1](#) to refuse from providing services to the Customer, to refuse from entering into a Service Agreement with the Customer or to terminate a Service Agreement entered into with a Customer, then Pocopay shall not be liable for damage caused to the Customer in connection thereof, unless it appears that Pocopay has caused the damage intentionally.

5. Use of services by third persons

5.1. The Customer undertakes that any of the Customer's Accounts, Cards or any other services provided to the Customer by Pocopay is not accessed by any third person except the Customer himself/herself and to exercise due care to prevent third persons from access to the any of Customer's Accounts, Cards or any other service provided to the Customer by Pocopay, unless the Service Agreement clearly stipulates otherwise.

5.2. In case the Customer suspects that any of the Customer's Accounts, Cards or any other service provided to the Customer by Pocopay is used by a third person without the Customer's consent, then the Customer is obliged to notify Pocopay's customer support without delay.

6. Authentication Instruments

In order for the Customer to Authenticate himself/herself to Pocopay, prove the validity of a payment instrument to Pocopay or Authorize certain operations for Pocopay, Pocopay may issue the Customer Authentication Instruments, such as a PIN-code, a one-time authentication code or the like. If the Pocopay app enables it, then

the Customer may configure or change its Authentication Instruments himself/herself as well. Authentication Instruments are deemed to include, among others, the mobile phone, through which the Customer uses the Pocopay app, and any of the Customer's Cards.

7. Keeping Authentication Instruments

7.1. The Customer is obliged to keep Authentication Instruments safe and procure that it would not be possible for third persons to use them for Authenticating the Customer or Authorizing any services provided to the Customer.

7.2. The Customer is obliged to memorize a Card's PIN-code, the Poco code and any other reusable knowledge-based Authentication Instruments. The Customer may not store such Authentication Instruments on paper, as a digital file or in any other way which enables to restore the respective Authentication Instruments. The Customer is obliged to destroy all papers, digital files and other carriers which contain any knowledge-based Authentication Instruments and exercise other reasonably necessary measures to keep the Authentication Instruments confidential. The Customer is obliged to change its knowledge-based Authentication Instruments from time to time. Upon changing any knowledge-based Authentication Instruments, the Customer may not reuse any such knowledge-based Authentication Instruments, which the Customer has already used before.

7.3. The Customer is obliged to keep his/her mobile phone, Card and other physical Authentication Instruments in the Customer's private use. The Customer may not give any such Authentication Instruments to the use of third persons nor leave them without guard. The Customer is also obliged to keep in its private use its e-mail address and mobile phone number through which the Customer is using Pocopay' services.

8. Authentication and Authorization

8.1. Pocopay has the right to refuse from providing services to the Customer in case the Customer has not duly Authenticated himself/herself to Pocopay or in case the Customer has not duly Authorized a transaction or any other operation for Pocopay.

8.2. The Customer is obliged to Authenticate himself/herself and to Authorize any operations applied for by the Customer in such a way as required by Pocopay, using the Authentication Instruments as required by Pocopay.

8.3. Pocopay may require Authentication and Authorization from the Customer at any time and for executing any transaction or operation. For the purpose of Authentication and Authorization, Pocopay may, for example, ask the Customer to enter his/her Poco code, or his/her biometrical data to the Pocopay app or to enter the PIN-code of his/her Card to a payment terminal or ATM.

9. Course of action upon loss of Authentication Instruments

In case the Customer suspects that:

- any of the Customer's Authentication Instruments may be in the possession, knowledge or power of a third person, including in case the Customer's mobile phone or Card is lost or stolen;
- any of the Customer's Authentication Instruments has been used without the Customer's consent or knowledge, including in case the Customer finds out that a payment has been made from his/her Account or Card which was not duly Authorized; or
- there are other circumstances, as a result of which it may be possible for a third person to use the Customer's Account or Card, including in case a third person has obtained Authentication Instruments ;

then the Customer shall, without delay inform Pocopay's Customer support and either independently via the Pocopay app or, in case it is not possible for the Customer to execute independently, then with the help of Pocopay's customer support replace the respective Authentication Instrument with a new one (for example change his/her Poco code) or block and/or close the respective Account or Card.

10. Restricting services

10.1. Upon the occurrence of any of the circumstances stipulated in Section [9](#), any of the circumstances stipulated in Section [4.1](#) or if Pocopay suspects that the services provided to the Customer may be used for fraud, money laundering, terrorist financing

or any other illegal activity then Pocopay shall have the right to restrict the services provided to the Customer, including to block and/or close the Customer's Account and/or Card and/or block, close or require the replacement of any of the Customer's Authentication Instruments.

10.2. Upon restricting services under Section [10.1](#), Pocopay notifies the Customer prior thereof , or, if is not possible, then immediately after having applied the restrictions, unless Pocopay is prohibited under applicable law to notify the Customer about the restrictions.

10.3. In order to remove the restrictions, the Customer may contact Pocopay's customer support. If there are no longer grounds for applying the restrictions, then Pocopay shall remove the restrictions.

10.4. Pocopay shall not be liable for any damage caused to the Customer by restricting services under this Section [10.1](#) in case Pocopay has applied the restrictions in good faith, including in case it later becomes apparent that there were no actual grounds for applying the restrictions.

11. Unauthorized payments

11.1. In case a payment is made from the Customer's Account and/or with the Customer's Card without the Customer having Authorized it and such payment is executed with Authentication Instruments, which the Customer has lost or which have been stolen from the Customer or the Customer's Authentication Instruments have been used in any other unauthorized way, then the risk of damage caused by such unauthorized payment or other unauthorized use of Authentication Instruments shall be borne by the Customer himself/herself.

11.2. The Customer shall not bear the risk of damage caused by the unauthorized payment in case:

11.2.1. Pocopay has not enabled the Customer to notify Pocopay in accordance with Section [9](#);

11.2.2. the damage was caused by Pocopay's action or inaction;

11.2.3. the Customer was not aware of the loss or theft of the Authentication Instrument prior to the making of the payment;

11.3. Regardless of Section [11.2](#), the Customer shall, nevertheless, bear the risk of damage caused by the unauthorized payment or other use of unauthorized Authentication Instrument in case the damage was at least partly caused by the fact that the Customer had committed fraud.

11.4. The Customer's liability for damage caused by an unauthorized payment is limited to 50 euros, except in case the damage was at least partly caused by to the fact that:

11.4.1. the Customer had committed fraud; or

11.4.2. the Customer had intentionally or due to gross negligence breached one or several of the obligations regarding the keeping of Authentication Instruments stipulated in the Service Agreement, including any of the obligations stipulated in Sections [5](#) – [9](#) of these General Terms.

11.5. The Customer is not liable for damage referred to in Section [11.1](#) after the Customer has notified Pocopay in accordance with Section [9](#), unless:

11.5.1. the damage is at least partly caused by the fact that the Customer has committed fraud and Pocopay notifies the police or any other relevant supervision authority about the fraud; or

11.5.2. the Customer has notified Pocopay in accordance with Section [9](#) more than 13 months after the day on which the Customer's Account was debited in connection with the circumstances referred to in Section [9](#).

11.6. In case of an unauthorized payment described in Section [11.1](#), Pocopay shall return the Customer the payment amount immediately but not later than on the next business day after the day on which Pocopay learned about the unauthorized payment (except in the extent in which the Customer himself/herself is liable for the unauthorized payment).

12. Unexecuted and incorrectly executed payments

12.1. In case Pocopay has not executed or has incorrectly executed a payment order duly submitted by the Customer, then the Customer shall have the right to claim from Pocopay the immediate refund of the respective payment amount without any deductions made from the payment amount. In case Pocopay charged a service fee from the Customer upon executing the payment order then the Customer shall have the right to claim from Pocopay also the refund of the respective service fee together with interest for late payment calculated from the service fee in accordance with the statutory rate for interest for late payment. If Pocopay has, upon executing the payment order, made any unjustified deductions from the payment amount, then Pocopay is obliged, without delay, to forward such unjustifiably deducted amounts to the recipient of the payment.

12.2. The Customer shall not have the rights stipulated in Section [12.1](#) in case Pocopay has executed the Customer's payment order in accordance with an account number provided to Pocopay by the Customer in the IBAN (international bank account number) format. In such case the Customer shall have the right to claim that Pocopay helps the Customer to retrieve the payment amount. In such case Pocopay shall have the right to claim the Customer for a fee stipulated in the Price List.

13. Erroneous or unfounded incoming payment

13.1. If an erroneous or unfounded amount has been credited to Customer's Account (including without the consent of the payer), then the Customer is obliged to immediately notify Pocopay's customer support and return the amount to the payer's account.

13.2. If an erroneous or unfounded amount is credited to the Customer's Account which the Customer is not entitled to receive, then Pocopay shall have the right to debit the respective amount from the Customer's Account and/or return the amount to the payment account of the payer.

14. Fees

14.1. The Customer is obliged to pay Pocopay for the services provided to the Customer by Pocopay the fees stipulated in the Price List.

14.2. In case there is a fee stipulated in the Price List for a service provided to the Customer, then Pocopay shall debit the Customer's Payment Account accordingly without notifying the Customer.

14.3. In case there is monthly fee stipulated in the Price List for a service provided to the Customer, then Pocopay shall debit the respective amount from the Customer's Payment Account in advance for each upcoming month on such date on the present month on which Pocopay started providing the respective service to the Customer, unless the Service Agreement or the Price List stipulates otherwise.

For example, if the Customer orders a service with a monthly fee and neither the Service Agreement nor the Price List stipulate otherwise, then the respective monthly fee is payable for the first time on such date on which Pocopay started providing the service to the Customer and thereafter on the same day of each following month in advance for the upcoming month.

15. Overdue payments

15.1. The Customer undertakes that the Customer's Payment Account has, at all times, at least an amount, which is sufficient to settle any payables which the Customer has accrued in connection with the services provided to the Customer by Pocopay.

15.2. If the Customer's Payment Account does not have sufficient funds to settle the payables upon payment date, then Pocopay shall have the right to:

15.2.1. debit the payables from any other Account of the Customer; or

15.2.2. claim the Customer for interest for late payment on the overdue amount at the rate stipulated in the Price List for every day overdue until the due payment of the overdue amount.

15.3. Pocopay shall have the right to debit from the Customer's Account any payables, payables for interest for late payment, contractual penalties, damages and any other payables in connection with the services provided to the Customer by Pocopay.

16. Downtime

16.1. Pocopay shall make its best efforts to make sure that the services provided by Pocopay would be available at all times. Pocopay shall have the right to cause the services provided to the Customer to be unavailable (experience downtime) for the purpose of performing maintenance over the IT-systems related to the services. Pocopay shall make its best efforts to keep service downtime caused by maintenance as short as possible and on such times when service usage is as low as possible. If possible, then Pocopay shall notify the Customer of maintenance related downtime in advance.

16.2. Pocopay shall not be liable for maintenance related downtime. The Customer is aware that Pocopay's services may at times be unavailable also due to third parties used for providing the services. Pocopay shall not be liable for service downtime caused by such third parties.

17. Third party services

Third parties may offer their services via the Pocopay app, Pocopay's website and/or any other channel administrated by Pocopay. Pocopay is not an agent nor representative of such third parties but merely enables such third parties to provide their services via the channel administered by Pocopay. Relations between the Customer and such third parties are not regulated with these General Terms nor any Service Agreement and Pocopay is not liable for the services provided by such third parties.

18. Liability

18.1. The Parties are not liable for non-performance or breach of their obligations in case it is caused by force majeure (for example war, riot, force of nature, strike, unavailability of IT-systems, unavailability of communication services, power outage, cyberattack), acts of public authorities or any other factor independent of the Parties, which the Party in breach could not have affected and which it could not have been reasonably expected to have avoided.

18.2. Pocopay is liable for a breach of its obligation only in case the breach was caused by Pocopay's gross negligence.

18.3. Pocopay is not liable for any immaterial damage or lost profits caused to the Customer.

18.4. Pocopay is not liable for damage caused to the Customer in case the damage was caused by the fact that the Customer had not duly performed any of his/her obligations under any Service Agreement, including the obligations stipulated in Sections [5](#) – [9](#) of these General Terms.

19. Communication

19.1. Pocopay may forward the Customer notices and any information concerning the services provided to the Customer via the Pocopay app and/or to any contact details, which the Customer has forwarded Pocopay, or which, according to Pocopay's knowledge, the Customer is using, including e-mail address, mobile phone number and residential address.

19.2. All notices and information concerning services sent to the Customer by Pocopay are deemed to have been received by the Customer when they are available to the Customer via the Pocopay app and/or the contact details forwarded to Pocopay by the Customer.

19.3. The Customer undertakes that the contact details forwarded to Pocopay are up to date and that the Customer can be reached using these contact details. If the contact details should change, then the Customer is obliged to forward Pocopay, without delay, his/her updated contact details. The Customer can update his/her contact details as described in Section [19.4](#).

19.4. The Customer may forward Pocopay notices in connection with the services provided to the Customer by Pocopay via the Pocopay app or through Pocopay's customer support. The contact details of Pocopay's customer support are available in the Pocopay app and on Pocopay's website.

19.5. The Pocopay app can be used in the English and Estonian language. The Customer may change the language of the Pocopay app in the Pocopay app. Pocopay's customer service is available in the English, Estonian and Russian language. Service

Terms and these General Terms are available to the Customer in the English and Estonian language.

20. Technical requirements

The Customer undertakes that the mobile phone through which the Customer uses the Pocopay app and its operational system meet the requirements available on respectively the [App Store](#) or [Google Play](#). In order to use Pocopay's services via the Pocopay app, the app must be connected to the internet and mobile network. In order to use Pocopay's services, the Customer must have an active e-mail address and mobile phone number.

21. Processing personal data

Pocopay processes the Customer's personal data in accordance with the Privacy Policy available on Pocopay's website.

22. Amending terms

22.1. Pocopay shall have the right to unilaterally amend any Service Agreements, including these General Terms, any Service Terms and Price List.

22.2. The valid versions of the General Terms, Service Terms and Price List shall be deemed to be the newest versions of the documents available on Pocopay's website. The valid versions of the General Terms, Service Terms and Price List are available on Pocopay's website at all times.

22.3. Upon amending a Service Agreement, Pocopay shall notify the Customer about the amendments via the Pocopay app or e-mail at least 2 months in advance before the amendments enter into force, unless the Service Terms stipulate otherwise. If the Customer does not accept the amendments, then the Customer may, prior to the entry into force of the amendments, unilaterally terminate the Service Agreement affected by the amendments without any additional fees effective immediately by contacting Pocopay as described in Section 19.4. by submitting digitally signed application. If the Customer has not, prior to the entry into force of the amendments, notified Pocopay that he/she does not agree to the amendments, then it shall be deemed that the Customer has agreed to the amendments and the Customer loses

the aforementioned right to terminate the Service Agreement in accordance with this section.

22.4. Amendments of a Service Agreement enter into force on respectively the date referred to in the amended General Terms, Service Terms, Price List or other document part of the Service Agreement.

22.5. Pocopay may unilaterally amend a Service Agreement without notifying the Customer in case the amendment concerns interest rates applicable to the Service Agreement and the change in the interest rate is due to a change in a reference interest rate agreed between the Parties or in case the change of the interest rate is beneficial to the Customer. In such case the Customer does not have the right to terminate the Service Agreement in accordance with Section [22.3](#).

22.6. If it becomes apparent that any provision of any Service Agreement is void under applicable law, then Pocopay shall have the right to unilaterally amend the Service Agreement by replacing the void provision with a valid provision so that the purpose of the valid provision would, as much as possible, serve the purpose of the void provision. In such case Pocopay shall notify the Customer about the amendment via the Pocopay app or by e-mail. In such case the Customer does not have the right to terminate the Service Agreement in accordance with Section [22.3](#).

23. Conflict of General Terms and Service Terms

In case of a conflict between these General Terms and any Service Terms, the Service Terms shall be applied.

24. Applicable law and dispute resolution

24.1. Service Agreements shall be subject to Estonian law.

24.2. The Customer shall have the right to submit Pocopay complaints about the services provided to the Customer by submitting a respective e-mail to Pocopay's customer support. The Parties shall resolve any dispute arising under a Service Agreement by negotiation. If the parties are unable to resolve the dispute by

negotiation, then the dispute shall be resolved in the Harju County court in Estonia, unless applicable law imperatively stipulates otherwise.

24.3. If Pocopay has not replied to a duly submitted consumer complaint within 15 days and has not extended the period by providing a new deadline, then the consumer has a right to seek recourse from the Estonian Consumer Protection Board. The terms for seeking recourse from the Estonian Consumer Protection Board are stipulated in more detail on the website of the Estonian Consumer Protection Board at www.ttja.ee. Additionally customers can seek for out-of-court settlement on the ODR platform: <https://ec.europa.eu/consumers/odr/main/>.

25. Final provisions

25.1. If any provisions of any Service Agreement are void, then it shall not cause the entire Service Agreement to be void or release the Parties from performing the remaining obligations of the Service Agreement.

25.2. The Customer shall not have the right to transfer any rights or obligations under any Service Agreement to a third party without Pocopay's consent.

25.3. Pocopay shall have the right to transfer any rights and obligations under any Service Agreement to a third Party without the Customer's consent.