

## Terms of use

Before you start using the Chili Wallet service (hereinafter referred to as the **Service**), carefully read the terms of this Agreement, the terms of use of the Chili Wallet website ([www.chiliwallet.com](http://www.chiliwallet.com)), and the policy for processing your personal data set out in this document (hereinafter referred to as the **Agreement**).

This document sets out the terms of the offer to the public (the offer) from the Business Technology Investment (Chili Wallet – trade mark) drawn up in accordance with the laws of UK under company registration number 06795173, 94 LEONARD STREET THIRD FLOOR LONDON EC2A 4RH, UK (hereinafter referred to as the **Company, We**), that any person using the Service (hereinafter referred to as **You, the Users, the Advertiser or the Customer**) may enter into an agreement on the terms specified in the Agreement.

By registering with Chili Wallet, You agree to the terms of the Agreement. This Agreement comes into effect after You complete the Service registration procedure, namely, after You press the **Register** button on the registration page (offer acceptance).

Among other things, the Agreement determines which of Your personal data we use and how they are processed. We understand that confidentiality is the priority for the personal data of each Customer/Advertiser. The Agreement describes Your personal data rights, as well as what we do to observe these rights.

## General provisions

1.1 The Chili Wallet Service is an Internet service that allows its Advertisers to issue and trade its electronic vouchers/bonuses and its Customers reclaim some of their money spent on purchases made on the Advertisers' PoS (Point of Sales) after using the Chili Wallet services either in fiat money or in tailor-made bonuses (this money is hereinafter referred to as the Cashback), as well as to receive informational and advertising notifications about discounts, promos, and special offers of the Service and Advertisers (the Advertiser is any person or business entity that has placed information about its products or services offered for sale to Users on the Chili Wallet website/applications).

1.2 In order for the cashback to be credited to You, You need to go to the chosen Advertiser's PoS or to use Chili Wallet web-site or application and make a purchase there, in compliance with the terms indicated on the Chili Wallet website, as well as on the website (web page) of the respective Advertiser. If the purchase is made in compliance with all the above terms, as well as the other necessary conditions stipulated by this Agreement, the Advertiser pays a pre-agreed cash reward either in fiat money or in tailor-made bonuses (hereinafter referred to as the Commission) as soon as the purchase is processed.

## 2. How to become a customer/and advertiser

2.1 In order to become a Customer of the Chili Wallet Service and make use of it, the Customer must go through the registration procedure on the Chili Wallet website and accept the terms of this Agreement ([www.ChiliWallet.com](http://www.ChiliWallet.com)). Registration is required to create the Customer or the Advertiser account and its associated internal account,

which will take into account the available cashback for the purchases made using the Service and will let the Advertiser to issue its electronic vouchers/bonuses and manage its cashback rate.

2.2 Only adults, or minors acting through the person of their legal representatives, are entitled to register and become Customers or Advertisers (hereinafter referred as Users). By registering, the User (expresses his/her consent to the rules of this Agreement and guarantees that he/she is an adult or other person acting through the person of his/her legal representatives in full compliance with the legislation of the state of citizenship of the relevant User.

2.3 A single person may only have a single account; otherwise, Chili Wallet reserves the right to block and delete duplicate accounts.

2.4 Chili Wallet recommends not disclosing or transferring to other people the login and password of Your account and not saving them to other computers, phones, or tablets. In any event, Chili Wallet is not liable for any damage caused to the User in connection with these circumstances.

2.5 Should a User of the Chili Wallet Service violate the terms of this Agreement, the rights of third parties, or pose a threat to the operation of the Service, or in respect of the Advertiser enter the false or incorrect information, Chili Wallet reserves the right to block the account of the Customer, subsequently delete it, and terminate the Agreement with the User unilaterally through notification to the email address specified by the User when registering with the Service or when subsequently using it.

2.6 Chili Wallet is entitled to make functional changes to the Service operation, change the rules of the, as well as supplement and modify this Agreement. By accepting the terms of this Agreement, You acknowledge and agree that further use of the Chili Wallet Service by the User means that he/she has accepted such changes.

2.7 If for any reason the User changes his/her email address or other data specified when registering, the User undertakes to change them in his/her account with the Chili Wallet Service as well. Otherwise, there may be problems in using the Service, for which Chili Wallet will not be liable.

### **Receiving a refunding of the sum (cashback) or purchasing the tailor-made bonuses in advance**

3.1 If the Chili Wallet Customer has made a purchase in compliance with all the terms of the Service and the Advertiser, and the Commission has been transferred from the Advertiser to Chili Wallet in a pre-agreed amount, the cashback is automatically credited to the Customer's balance on the Service. The Customer is entitled to keep, send or repay that amount in the next purchase using the tailor-made bonuses or withdraw this fiat amount using any convenient payment method (the available withdrawal methods are listed on the Withdrawal page in the personal account)

3.2 Each Advertiser unilaterally sets the cashback rate and reserves the right to change it at any time prior to the moment of crediting the cashback.

3.3 Chili Wallet guarantees the payments (cash-back) only in those currencies and in the ways specified on the web site (applications) by the Advertisers. The Company is not liable for the inability to receive cashback in currencies other than those specified on the site. The Company is not liable and does not compensate any additional expenses, incl. conversion rates that could be charged when withdrawing a cashback to the account opened in a currency other than selected on the site.

3.4 The Advertiser is entitled to keep the necessary sufficient funds either in fiat currencies or in tailor-made bonuses to provide automatic cash-back transfer in accordance with the set cash-back rate. If the Advertiser balance is less than equivalent of 10 EURO per PoS (point of sale), the cash-back rate is indicated equals to zero, and Chili Wallet reserves the right to block temporarily from being presented on the web site (applications).

3.5 The Company provides the Advisor with technical opportunity to issue and sell in advance its tailor-made bonuses (electronic vouchers), that the Customers can purchase on the web site (applications). The Company assumes no responsibility or liability related to your issuance of tailor-made bonuses (electronic vouchers), or your purchase of tailor-made bonuses (electronic vouchers), issued via Chili Wallet. Nothing shall be construed as endorsement, sponsorship, affiliation, approval, backing, underwriting of any tailor-made bonuses (electronic vouchers), or any tailor-made bonuses (electronic vouchers) issuer (the Advertiser) by the Company. By issuing its tailor-made bonuses (electronic vouchers) the Advertisers warrant and represent all its commitments in respect of such bonuses (electronic vouchers) circulation and acceptance.

## **Receiving bonuses and other rewards**

### **4.1 Referral program**

4.1.1 The Chili Wallet Service gives its Customers and the Advertiser the opportunity to invite their friends and other persons to the Service and make money on their purchases. The Customer can generate a special URL link on the Referral Program in the admin part of their IOS/Android applications. The Customers who are registered following the specified link automatically become Your referrals. The Customer will be credited with 7% of the amount of each referral cashback for all purchases your referrals make.

4.1.2 Chili Wallet reserves the right to unilaterally change the conditions of the referral program or terminate its operation at any time.

4.1.3 For loyal Customers of the Chili Wallet services, there might be a partner program, which allows to receive an additional remuneration for promoting the services of the Company and Advertisers. If your referral become an Advertiser (that has placed information about its products or services offered for sale to Users on the Chili Wallet website/applications), you will be credited with 3% of the amount of each referral cashback to be paid by the Advertiser.

## **The withdrawal of the cashback credited**

5.1 The withdrawal of the cashback credited from the Customer's internal account in the Service is carried out by any method convenient to the Customer offered by the

Service. To withdraw the cashback, You must make a request for withdrawal by indicating the amount, method of withdrawal, and other necessary data, including Your personal data, required to effect the payment of the cashback according to the rules of the chosen payment system. Also, you must specify only real, reliable, accurate, and registered data.

5.2 After the request is confirmed and Chili Wallet is commissioned to pay the cashback: The obligation of Chili Wallet to pay out the cashback indicated in the request is considered fulfilled and Chili Wallet is not responsible for what happens to the cash thereafter.

5.3 Chili Wallet may use the services and software solutions provided by third parties to effect payments of cashback.

5.4 Chili Wallet reserves the right to unilaterally change the withdrawal conditions at any time while notifying its Customers.

### **Authority and responsibility**

6.1 Chili Wallet does not sell any products or services but is an advertising platform for Advertisers to place information about their products or services and issue their tailor-made bonuses (electronic vouchers).

6.2 Chili Wallet will not be responsible for the quality of the products or services provided by the Advertisers. All claims relating to the quality of the products or services of the Advertisers will be sent directly to the person who has sold the corresponding product or provided the corresponding service.

6.3 Chili Wallet is not liable for any modification or termination of the activity of the Advertisers, presented on the Chili Wallet website, as well as for any influence they may have on the cashback accrual in connection with such changes. Chili Wallet is not liable for any change to or termination of any special offers, promotional codes, and coupons on the Advertisers' websites.

6.4 Chili Wallet is not liable for the quality of the channels of public communication networks through which access is provided to the Chili Wallet Service or the Advertiser's website (services).

6.5 Chili Wallet is responsible for the non-fulfilment or improper fulfilment of the obligations assumed to credit the cashback in accordance with the applicable law, the liability of Chili Wallet being limited to the amount of actual damage to the Customer caused by its deliberate actions.

6.6 Chili Wallet reserves the right to block or delete the account of the Customer if it has not been used to make purchases for 1 (one) year from the date of making the last purchase through the Chili Wallet website or from the moment of registration (whichever is the more recent). The Customer will receive notification of the potential deletion of his/her account by email as well as in the personal account of the Customer. In case of deletion, all cashback accumulated in the Customer's internal account is cancelled

### **Intellectual property**

7.1 By registering at Chili Wallet or using any other components of the Service, the Customer acknowledges that Chili Wallet owns the entire content of the Chili Wallet website and related mobile applications. The signs, logos, trademarks of Chili Wallet, the trademarks and commercial designations of the Advertisers, as well as other data, the results of intellectual activity, and means of individualization, published and available on the Chili Wallet website, are the intellectual property of their respective owners and are protected by applicable law.

7.2 No one has the right to copy, distribute, publicly display, or create derivatives of the Chili Wallet website, or use any materials owned by the Company without obtaining prior permission from Chili Wallet.

7.3 Using the services of Chili Wallet or any other materials owned by Chili Wallet, the Customer agrees to comply with all additional instructions of Chili Wallet for the protection of copyrights, trademarks, and other intellectual property reflected on the website and mobile applications of Chili Wallet, as well as all other instructions and restrictions.

### **The transfer of rights and obligations**

8.1 Chili Wallet reserves the right to transfer its rights and obligations under this Agreement in full or in part to any individual or legal entity without the need to obtain the Customer's consent to this transfer.

8.2 The Customer is not entitled to unilaterally transfer his/her rights and obligations to third parties without the prior written consent of the authorized representative of Chili Wallet.

### **Breach of the customer agreement**

9.1 Chili Wallet reserves the right to reject unilaterally, at its sole discretion, cashback crediting and to suspend or completely terminate the access of any Customer to the Service's services if the Customer has breached the terms of this Agreement.

9.2 A breach of the terms of the Agreement, among others, is incurred by: Completion of an order with cashback by an employee of the Advertiser's store or Other complaints of fraud received from the Advertiser's store.

9.3 Any attempt at fraud or deceit on the part of the Customer entails the blocking or deletion of his/her account. All accumulated cashback at the time of the deletion of the account, if any, will pass to Chili Wallet.

9.4 If the Customer has suspects fraud, he/she can report it to Chili Wallet in the support section. The Customer's complaint will be reviewed by the relevant service, and appropriate measures will be taken by the Service staff.

### **Malfunction of the service**

10.1 Chili Wallet admit the probability of the malfunction of the Service related to technical problems or intentional actions of third parties. In the event of such occurrences, Chili Wallet will not be liable for cashback non-crediting and other non-

performance or improper performance of its obligations under the Agreement. Chili Wallet reserves the right to suspend the Service and its components until the threats or errors are eliminated. In all cases of Service malfunction, requests for refunding will not be considered.

10.2 Chili Wallet will take all reasonable efforts to eliminate the operative bugs within a reasonable time.

### **Cancellation policy:**

11.1 If you no longer wish to use Chili Wallet services, you can stop anytime using our services and withdraw all your funds.

Refunds:

11.2 Users from United States and Canada have 72 hours after purchase of the services from [www.ChiliWallet.com](http://www.ChiliWallet.com) or authorized site(s) to cancel the order and receive a full refund (Alaska residents have 120 hours), unless required by law. Users from other countries are not subject to our refund policy.

Must submit an email to: [support@chiliwallet.com](mailto:support@chiliwallet.com)

Enclosed the reason for the cancellation, your User Name and Chili Wallet number.

### **The validity and duration of this agreement**

12.1 This Agreement is considered to be entered into upon completion of the User's registration (the User's acceptance of the offer) and is valid until the User's account is deleted.

12.2 This Agreement and Chili Wallet' relationship with the Users of the Service in connection with this Agreement is governed by the law of UK to the extent permitted by the rules on national conflict applicable to the parties to this Agreement.

12.3 In case of any linguistic discrepancies in the interpretation of the provisions of this Agreement, the English version of the Agreement shall prevail for purposes of its performance, interpretation and settlement of disputes.

### **Contacts**

You can contact us or send Your questions to us using the support section.

Business Technology Investment (Chili Wallet – trade mark) drawn up in accordance with the laws of Estonia under company registration number 06795173, 94 LEONARD STREET THIRD FLOOR LONDON EC2A 4RH, UK