



TERMS OF USE

PLEASE READ THIS INFORMATION CAREFULLY

BY CLICKING THE "CREATE ACCOUNT" BUTTON OR BY ACCESSING OR USING THE SERVICES ON THE WEBSITE, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS OF USE.

1. Who We Are and How to Contact Us

- **Company Information:** FINTECH VALLEY LTD operating under the trading name "Cepheus" is a company incorporated under the laws of England and Wales with company number 11456625, operating under the brand "Cepheus payment" ("Cepheus", "we", "us", or "our" as applicable).
- **Registered Office:** 960 Capability Green, Luton, Bedfordshire, LU1 3PE, United Kingdom.
- **Authorization:** We are authorized by the UK Financial Conduct Authority ("FCA") as a Small Electronic Money Institution under the Electronic Money Regulations 2011 for the issuing of electronic money and providing payment services. Our FCA reference number is 900986.
- **Contact Information:** You can contact us by email, web chat, or telephone. Our contact details are provided on our Website. For feedback, comments, or support requests, please contact support@cepheus-pay.co.uk.

2. Scope

These Terms of Use, together with any documents incorporated by reference (collectively "Terms of Use" or "Terms"), govern your access to and use of <https://online.cepheus-pay.co.uk> ("Website"), including any associated mobile application ("Mobile App") and any services offered through us. The Website, Mobile App, and all related services are referred to as the "Product."

By using the Website or any Product, or by clicking to sign up, sign in, accept, or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound by these Terms and all related policies listed above.

3. Key Definitions

- **Cepheus Account:** A client account accessible via the services where funds may be stored by Cepheus on behalf of a client.
- **Application:** An online application submitted by the client to Cepheus through the Website.
- **Confidential Information:** Any information marked as "Confidential" or "Proprietary" or that can reasonably be expected to be confidential given the context of the disclosure or the nature of the information.
- **Client, "you," or "your":** An individual or legal person who accepts these Terms of Use in their entirety.
- **Prices:** The costs for our services and operations as confirmed by us according to our procedure.
- **Password:** Any code developed by you in our system or code provided to you by us for accessing your Cepheus Account and managing specific services provided by us.
- **Cepheus Services or Services:** Any services operated with any financial products provided by Cepheus on the Website.

4. Eligibility

Legal Age: You must be of legal age to use our Services. By opening a Cepheus Account, you confirm your age.

Proof of Identity: We may request proof of your identity and age at any time.

Legal Entity: If you register a Cepheus Account as a legal entity, you must provide required documentation to prove your representation.

Compliance: Your use of the Cepheus Account must not violate any applicable laws of England and Wales.

5. Acceptable Use

When you access or use the Services, you agree not to:

- Break any laws, contracts, intellectual property rights, or other third-party rights.
- Interfere with, disrupt, negatively affect, or inhibit other clients from fully enjoying our Services.
- Use our Services to pay for, support, or otherwise participate in illicit activities such as fraud, money laundering, or terrorist operations.
- Use any automated means to access or extract data from our Services without our consent.
- Engage in unauthorized use or attempted use of another client's account.
- Attempt to bypass any content filtering techniques we use.

6. Your Cepheus Account

- **Account Usage:** Your Cepheus Account allows you to hold, send, or receive funds. Funds held in your Cepheus Account do not expire and will not earn interest.
- **Currency Support:** You may hold funds in any supported currency.
- **Withdrawal Conditions:** You may withdraw funds subject to certain conditions and limits.
- **Account Ownership:** The funds in your Cepheus Account belong to the registered account holder. You must not allow anyone to operate your Cepheus Account on your behalf without our consent.

7. Scope of Services

In compliance with our Terms of Use, we offer the following services:

- Informing clients about the Website activity.
- Opening Cepheus Accounts.
- Currency exchange.
- Money remittance and payment services provision.

8. Website Disclaimer

The information provided on the Website and any Product is for general information purposes only and is not guaranteed to be accurate, complete, or useful. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor.

9. Changes to These Terms

We may update these Terms of Use at our discretion. Updates take effect immediately upon posting. You accept and consent to the modifications if you continue to use the Website and any Product after the updated Terms are posted.

10. Accessing the Website

- **Website Availability:** We reserve the right to withdraw or alter the Website and any service or material provided on the Website. We cannot guarantee continuous availability and will not be liable for any unavailability due to reasons beyond our control.
- **User Responsibility:** You are responsible for ensuring that anyone who uses your internet connection to access the Website is aware of these Terms and complies with them.

11. Account Registration

- **Accurate Information:** You must provide complete, accurate, and truthful information during registration and update this information whenever it changes.
- **Use of Account:** All activities under your Cepheus Account are deemed to be carried out by you. Unauthorized use is prohibited.
- **Single Account:** You may open only one Cepheus Account unless we agree otherwise in writing.
- **Client Due Diligence:** We are required by law to conduct security and client due diligence checks. You agree to comply with any requests for further information.

12. Fees and Payments

- **Fee Structure:** You must pay fees in connection with the use of our Services. These fees are outlined in the Tariffs available after signing up and account verification.
- **Additional Fees for Extra Services and Third-Party Charges:** In addition to the regular rates shown in your account, additional fees may apply for extra services and/or charges incurred due to activities that are not usual or regular. These additional rates are not listed in the standard fee schedule but are available upon special request.

Unusual or non-standard activities refer to actions or transactions that fall outside the scope of normal use of our services. These may include, but are not limited to:

- **High-frequency transactions:** Performing an unusually high number of transactions within a short period, especially if this activity is inconsistent with your normal usage patterns.
- **Large or high-value transactions:** Conducting transactions that are significantly larger in size or value than your typical transactions.
- **Complex transactions:** Engaging in transactions that require additional manual processing, review, or investigation by our team or third parties, such as those involving multiple currencies, cross-border payments with additional compliance checks, or transactions flagged for potential fraud.
- **Uncommon requests:** Making specific or uncommon requests that require us to perform additional services or obtain documentation from third parties, such as issuing reference letters, investigating payment disputes, or providing detailed transaction histories.
- **Extra fees:** These extra fees may be billed to you and automatically deducted from your Cepheus Account with Fintech Vallet LTD without requiring separate consent. Services that may incur additional charges include, but are not limited to:
 - Fee for Refunding Unsuccessful Payments
 - Fee for SWIFT Transfer Revocation
 - Fee for SEPA Transfer Revocation

- Client-Requested Account Closure Fee
- Account Termination Fee (for Significant Terms and Conditions Violation)
- Issuance of Reference Letters by Cepheus
- Issuance of Reference Letters by Correspondent Banks
- Administrative Fee for Dormant Accounts (inactive for over 3 months)
- Fee for Reactivating Inactive Accounts
- Fee for Payment Investigation, Data Gathering, and/or Recall
- SWIFT Transfer Confirmation Fee
- Non-Compliance Fee (charged if information, documents, or required actions are not provided within 7 working days)
- Profile Correction due to the Change of UBO(s)
- Profile Correction due to the Change in Company Documents
- **Deductions:** We are authorized to deduct any applicable fees, including those for extra services and third-party charges, directly from your Cepheus Account. If your account lacks sufficient funds to cover these amounts, we may refuse to execute the relevant transaction or provide the associated services.

13. Prohibition of Use

You agree not to use the Website and any Product in ways that:

- Violate any applicable law or regulation.
- Harm or exploit minors.
- Involve sending or obtaining the transmission of unauthorized advertising or promotional material.
- Impersonate any person or entity without permission.

14. Account Security

- **Security Measures:** You are responsible for keeping your account credentials confidential and for all activities under your account. Notify us immediately if you become aware of any unauthorized use of your account.
- **Technical Security:** We implement industry-standard security measures to protect your Cepheus Account and personal information.

15. Trademarks and Intellectual Property Rights

- **Trademark Ownership:** Cepheus's trademarks and all related names, logos, product and service names, designs, and slogans are our property or the property of their respective owners. You may not use such marks without prior written authorization.
- **Intellectual Property:** The Website and any Product, as well as all content, features, and functionality, are protected by copyright, trademark, patent, and other intellectual property laws.

16. Privacy Notice

Our Privacy Policy applies to all information we collect on the Website. By using the Website, you consent to our handling of your information in accordance with the Privacy Policy.

17. Linking and Third-Party Services

- **Linking to Our Site:** You may link to our site if you do so in a way that is fair and legal and does not harm our reputation.
- **Third-Party Services:** Our Website and Product may use third-party services. You agree to comply with any additional terms required by these third parties.

18. Restricted Locations

Accessing the Website from outside the United Kingdom is at your own risk, and you are responsible for compliance with local laws.

19. Disclaimer of Warranties

The Website and its content are provided on an "as is" and "as available" basis without any warranties of any kind. We do not guarantee that the Website or any services obtained through it will be accurate, reliable, error-free, or uninterrupted.

20. Limitation of Liability

We are not liable for any damages arising out of your use of the Website or any services obtained through it. This includes any direct, indirect, special, incidental, consequential, or punitive damages.

21. Indemnity

You agree to indemnify and hold us harmless from any claims, liabilities, damages, losses, costs, expenses, or fees arising from your breach of these Terms.

22. Governing Law and Jurisdiction

These Terms of Use are governed by the laws of England and Wales. Any disputes related to your Cepheus Account and these Terms of Use may be brought in the courts of England and Wales.

23. Waiver and Severability

- **Waiver:** Our waiver of any term or condition of these Terms of Use does not constitute a further or continuing waiver.

- **Severability:** If any provision is found to be invalid or unenforceable, the remaining provisions remain in full force and effect.

24. Entire Agreement

These Terms of Use, along with our Privacy Policy, constitute the entire agreement between you and us regarding the Website.

25. Contact Information

For feedback, comments, or support requests, please contact support@cepheus-pay.co.uk.