



# CNIW Fincorp Customer Terms and Conditions – Retail Clients

## 1. Overview

### 1.1

These Customer Terms and Conditions (“**Terms**”) set out the basis on which **CNIW Fincorp** (“**CNIW Fincorp**”, “**we**”, “**us**”, or “**our**”) provides its services to you (“**you**” or “**your**”).

### 1.2

Our services may include the provision of a payment account, payment-related services, and any additional services that we agree to provide to you from time to time (together, the “**Services**”).

### 1.3

These Terms apply from the date on which you first access, register for, or use any of our Services (the “**Commencement Date**”) and will govern your ongoing use of the Services.

### 1.4

By accessing or using the Services, you confirm that you have read, understood, and agreed to be bound by these Terms, together with any related service schedules, policies, procedures, or supplementary terms that may apply to specific services. If you do not agree to these Terms, you must not use the Services.

### 1.5

You should keep a copy of these Terms for your records. A copy may also be requested from us at any time.

### 1.6

Any capitalised terms used in these Terms shall have the meanings assigned to them in the glossary or definitions section, where applicable.

## 2. Use of the Services

### 2.1

You may only use the Services where such use is permitted under the laws and regulations applicable to your location and business activities, and where we are authorised to provide such Services.



## **2.2**

Subject to these Terms and any applicable onboarding, compliance, or due diligence requirements, you may begin using the Services from the Commencement Date.

## **2.3**

You may not use the Services unless and until you have provided all due diligence, know-your-customer, compliance, identification, verification, and supporting information requested by us in accordance with these Terms and applicable law.

## **3. Additional Services**

### **3.1**

Where approved by CNIW Fincorp, you may also receive access to additional services (“**Additional Services**”), which may be governed by separate service-specific terms in addition to these Terms.

#### **3.1.1**

Such Additional Services may include card-related services, payment tools, foreign exchange services, treasury-related services, or any other supplementary financial or operational services offered by CNIW Fincorp.

#### **3.1.2**

Where Additional Services are provided, the relevant service-specific terms, schedules, or service descriptions shall apply alongside these Terms.

## **4. Service Schedules and Order of Precedence**

### **4.1**

Where a specific Additional Service is subject to its own schedule, service description, or supplementary terms, those terms shall apply in addition to these Terms.

### **4.2**

If there is any conflict between these Terms and the terms of a specific service schedule, the service schedule shall prevail only in relation to that particular Additional Service. In all other cases, these Terms shall prevail.

## **5. Due Diligence Information**



## 5.1

You must provide all information, documentation, and supporting evidence requested by us from time to time for the purposes of customer due diligence, ongoing monitoring, identity verification, source of funds verification, anti-money laundering checks, sanctions screening, fraud prevention, and compliance with applicable legal and regulatory obligations (“**Due Diligence Information**”).

## 5.2

You must notify us as soon as reasonably practicable of any change to any Due Diligence Information previously provided.

## 5.3

You agree that we may share Due Diligence Information with our banking partners, payment providers, networks, regulators, service providers, fraud prevention agencies, or other third parties where required for compliance, operational, legal, or regulatory purposes.

## 5.4

Failure to provide requested Due Diligence Information, or to maintain its accuracy and completeness, may constitute a material breach of these Terms and may result in suspension, restriction, or termination of the Services.

## 6. Our Obligations

### 6.1

We will provide the Services in accordance with these Terms, any applicable service schedules, our internal policies and procedures, and all applicable laws and regulatory requirements.

### 6.2

We may appoint third-party providers, partners, processors, banks, or subcontractors to perform certain obligations or functions related to the Services, where permitted by law.

## 7. Your Obligations

### 7.1

You agree at all times to:

#### 7.1.1



comply with these Terms and any applicable service-specific terms;

### **7.1.2**

comply with all applicable laws, regulations, sanctions, anti-money laundering rules, and other legal requirements relevant to your use of the Services; and

### **7.1.3**

comply with any applicable payment network, card scheme, platform, or operational rules notified to you by us.

## **7.2**

You must pay all fees, charges, costs, and other amounts due under these Terms when they become payable. Failure to do so may constitute a material breach and may result in suspension or termination of the Services.

## **8. Fees and Charges**

### **8.1**

The fees and charges applicable to the Services may be set out on our website, in a fee schedule, in your proposal, quotation, agreement, or in a bespoke pricing arrangement agreed between you and CNIW Fincorp (“**Fees and Charges**”).

### **8.2**

We may decline to process transactions or provide Services until all outstanding Fees and Charges, or any other amounts due to us, have been paid.

### **8.3**

You authorise us to deduct any Fees and Charges, reversals, adjustments, or other amounts payable by you from your payment account or from funds received by us on your behalf. Where insufficient funds are available, we may refuse pending or future transactions and recover any outstanding amounts as a debt due from you.

### **8.4**

We reserve the right to amend existing Fees and Charges or introduce new fees from time to time. Where required, we will provide prior notice before such changes take effect.

## **9. Authorised Users**

### **9.1**



You may appoint authorised users (“**Authorised Users**”) to access and use the Services on your behalf.

## **9.2**

You must notify us of each Authorised User using the process specified by CNIW Fincorp.

## **9.3**

You must promptly notify us if any information relating to an Authorised User changes or is no longer accurate.

## **9.4**

You are responsible for ensuring that all Authorised Users comply with these Terms and any applicable service-specific terms. You remain fully responsible for their actions, instructions, and omissions.

## **9.5**

We may rely on instructions given by Authorised Users unless and until you notify us in writing that such authority has been withdrawn.

# **10. Payment Account**

## **10.1 Opening a Payment Account**

You may request a payment account by completing the relevant application, onboarding, and compliance procedures specified by CNIW Fincorp.

## **10.2**

We may refuse to open, suspend, restrict, or close a payment account where:

- we are unable to verify required information;
- requested documents or due diligence information are not provided;
- information provided is inaccurate, incomplete, or misleading; or
- we are required or entitled to do so under applicable law, regulation, internal risk controls, or third-party provider requirements.

## **10.3**

Subject to approval, your payment account may allow you to:



- hold funds;
- send, receive, or transfer funds; and
- where available, convert funds between supported currencies.

#### **10.4**

You acknowledge and agree that:

- funds held in the account may not earn interest unless expressly agreed otherwise;
- only supported currencies may be held;
- funds held must belong to you unless otherwise approved by us; and
- you may not grant security over or otherwise encumber funds held in your account without our prior written consent.

#### **10.5**

We may provide you with account details through our platform or through other secure communication channels.

#### **10.6**

We may suspend or restrict access to your payment account where required by law or where we reasonably suspect:

- security has been compromised;
- fraudulent or unauthorised activity;
- breach of these Terms; or
- other compliance, legal, operational, or risk concerns.

#### **10.7**

Where appropriate, we will notify you of any suspension or restriction unless we are prohibited from doing so or such notification would compromise security or legal obligations.

### **11. Adding Funds**

#### **11.1**



You may add funds to your payment account using approved funding methods and in accordance with our instructions.

### **11.2**

You are responsible for any third-party fees associated with the funding method used. We will credit only the amount actually received by us.

### **11.3**

We may impose limits on the amount of funds that may be held in your account or added using a particular funding method.

### **11.4**

Funds will generally be credited once received by us, subject to verification, compliance, and operational checks.

### **11.5**

We may delay or refuse the crediting of funds where required by law, regulation, or internal compliance processes.

### **11.6**

Where we credit funds before actual receipt, we reserve the right to reverse or debit such amounts if the funds are not subsequently received.

### **11.7**

If any reversal results in a negative balance, you remain liable to repay the amount due immediately.

## **12. Payments**

### **12.1**

You may instruct us to make a payment by submitting a payment request through the relevant platform, channel, or agreed process.

### **12.2**

Payment requests received after business cut-off times, or on non-business days, may be treated as received on the next business day.

### **12.3**



Payment requests scheduled for a future date will be treated as received on the date requested for execution.

#### **12.4**

We may decline or delay payment requests where permitted or required by law, for security reasons, for compliance reviews, or where further information is needed.

#### **12.5**

We will execute payments in accordance with the instructions provided, subject to these Terms and availability of sufficient cleared funds.

#### **12.6**

Payment requests may only be cancelled or amended if the request reaches us within the timeframe permitted by our operational procedures and before processing begins.

#### **12.7**

You must ensure that sufficient funds are available to cover the payment amount together with any associated fees or charges.

#### **12.8**

We may apply limits to the value, frequency, type, or destination of payments.

#### **12.9**

Estimated processing times may be provided, but actual receipt by the beneficiary may depend on third-party institutions and networks beyond our control.