



CNIW Fincorp Customer Terms and Conditions – Corporate 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 under these Terms (together, the “**Services**”).

1.3

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

1.4

By using the Services, you confirm that you have read, understood, and accepted these Terms, together with any applicable service schedules, policies, and supplementary documents referenced in them. If you do not agree to these Terms, you must not use the Services.

1.5

Where you are classified as a corporate client, certain consumer or retail protections that may otherwise apply under applicable payment services legislation may not apply, or may apply only in modified form, to the extent permitted by law.

1.6

You should retain a copy of these Terms for future reference. A copy may also be requested from us at any time.

1.7

Capitalised terms used in these Terms shall have the meanings given 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 by the laws and regulations applicable to your location, business activities, and the jurisdictions in which we operate.

2.2

Subject to these Terms and any onboarding, approval, compliance, or due diligence requirements, you may use the Services and any approved Additional 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, identification, verification, compliance, and supporting information requested by us under these Terms and applicable law.

3. Additional Services

3.1

If you are approved to receive any additional services (“**Additional Services**”), the relevant service-specific terms shall apply in addition to these Terms.

3.1.1

Additional Services may include card-related services and associated payment functionality.

3.1.2

Additional Services may also include foreign exchange services, including spot transactions, forward transactions, or other treasury-related services where offered by CNIW Fincorp.

4. Service Schedules and Order of Precedence

4.1

Certain Additional Services may be governed by separate service schedules, product terms, or supplementary conditions.



4.2

If there is any inconsistency between these Terms and a service-specific schedule, the relevant schedule shall prevail only in relation to that specific service. In all other respects, these Terms shall prevail.

5. Due Diligence Information

5.1

You must provide all information, documents, and supporting materials requested by us from time to time for customer due diligence, ongoing monitoring, source of funds checks, identity verification, anti-money laundering compliance, sanctions screening, fraud prevention, and related legal or regulatory purposes (“**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, service providers, regulators, networks, fraud prevention agencies, or other relevant third parties where necessary for compliance, operational, legal, or regulatory purposes.

5.4

Failure to comply with this section 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 and any approved Additional Services in accordance with these Terms, any applicable service schedule, our policies and procedures, and all applicable laws and regulations.



6.2

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

7. Your Obligations

7.1

You agree at all times to comply with:

7.1.1

these Terms and any applicable service-specific terms;

7.1.2

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

7.1.3

any relevant network, card scheme, platform, or operational rules communicated by us.

7.2

You must pay all fees, charges, and other amounts due under these Terms when they become payable. Failure to do so may constitute a material breach and may lead to 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, commercial proposal, client agreement, or bespoke pricing arrangement agreed between you and CNIW Fincorp (“**Fees and Charges**”).

8.2

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



8.3

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

8.4

We reserve the right to waive, amend, increase, or introduce new Fees and Charges from time to time, subject to applicable law and any notice requirements set out in these Terms or your client agreement.

9. Authorised Users

9.1

You may appoint authorised users (“**Authorised Users**”) to access or use the Services on your behalf. For corporate clients, an Authorised User may include an individual, employee, officer, representative, or legal entity, as approved by us.

9.2

You must notify us of each Authorised User and any relevant signatories or representatives using the process specified by CNIW Fincorp.

9.3

You must promptly notify us if any information provided in relation to an Authorised User becomes inaccurate, incomplete, or outdated.

9.4

You are responsible for ensuring that your Authorised Users comply with these Terms and any applicable service-specific terms. You remain fully responsible for their acts, omissions, instructions, and use of the Services.

9.5

We may rely on instructions, authorisations, and communications provided by an Authorised User unless and until you notify us in writing that such authority has been withdrawn.



10. Your 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 ONIW Fincorp.

10.2

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

- we are unable to verify requested information;
- required 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, regulatory requirements, internal risk controls, or third-party provider obligations.

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 the use of your payment account where required by law or where we reasonably suspect:

- a security breach or compromise;
- fraudulent or unauthorised activity;
- breach of these Terms; or
- other compliance, 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 set limits on the amount of funds that may be held in your account or added through any 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 to credit funds where required by law, regulation, or internal compliance procedures.



11.6

In some cases, we may credit funds before they are actually received, but we are under no obligation to do so.

11.7

If funds credited in advance are not subsequently received, we may reverse or debit the relevant amount from your payment account.

11.8

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

11.9

If you use a funding method that gives rise to reversal rights, chargeback rights, or similar rights, you agree not to exercise such rights except where:

- we have breached these Terms; or
- the transaction was unauthorised.

11.10

Where permitted by law, we may charge an administrative or investigation fee in connection with reversals, chargebacks, or disputed funding transactions.

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 the applicable cut-off time, or on a non-business day, 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 requested execution date.



12.4

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

12.5

Once a valid payment request is received, we will begin processing it in accordance with the relevant instructions, subject to these Terms.

12.6

We will only execute payments where sufficient cleared funds are available to cover the payment amount and any associated fees, charges, or other amounts due.

12.7

We may impose limits on the type, number, destination, or value of payments.

12.8

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

12.9

We will use reasonable efforts to ensure timely processing, but we do not guarantee the exact timing of receipt by the beneficiary.

12.10

Processing timeframes for domestic, regional, and international payments may vary depending on the currency, destination, payment rail, intermediary institutions, and applicable banking procedures.

13. Currency Conversions

13.1

Where you wish to make a payment in a currency different from the currency held in your payment account, we may perform a currency conversion for you in accordance with the applicable foreign exchange or pricing terms.



14. Finality of Payments

14.1

Once a payment has been processed and released in accordance with your instructions, settlement and payout to the beneficiary may be final and irrevocable except where otherwise required by law or expressly stated in these Terms.

15. Information on Payments

15.1

Records of your transactions will be made available through the relevant platform or communication channel.

15.2

You must review your transaction history regularly and notify us promptly, and in any event within the applicable notice period agreed for corporate clients, of:

- any unauthorised payment;
- any incorrectly executed or incomplete payment;
- any concern regarding charges or fees; or
- any security issue relating to your account or use of the Services.

16. Unauthorised Payments

16.1

If we become aware of an unauthorised payment, we will, where required by law, investigate and where appropriate refund the relevant amount and restore your account to the position it would have been in had the unauthorised payment not occurred.

16.2

We will not be liable for losses arising from unauthorised payments that are not reported to us within the applicable corporate notification period.



16.3

You may be responsible for losses arising from unauthorised payments where:

- we reasonably suspect fraudulent behaviour by you or your Authorised Users; or
- you or your Authorised Users intentionally, recklessly, or with gross negligence failed to protect your cards, credentials, devices, or account access.

16.4

Where applicable law permits, you may be liable for a limited amount in respect of losses arising from the use of lost, stolen, or compromised payment credentials, except where the unauthorised use resulted from our acts or omissions or those of a party acting on our behalf.

16.5

We may take into account your response, or failure to respond, to fraud alerts, security notifications, or transaction queries when assessing potential fraud.

16.6

We may decline liability where:

- you should reasonably have been aware of the unauthorised use;
- you failed to notify us promptly of compromised credentials; or
- you or your Authorised Users acted fraudulently, recklessly, or with gross negligence.

16.7

If incorrect instructions were provided by you, we may use reasonable efforts to help recover funds, but recovery cannot be guaranteed.

16.8

Where we refund an unauthorised payment, the relevant credit will be applied with value dating no later than the date on which the original debit occurred, where required by law.

17. How Your Money Is Protected

17.1

CNIW Fincorp is not a bank unless expressly stated otherwise, and your payment account is not a bank deposit account.



17.2

Where card-based or electronic money functionality is used as part of our service structure, funds may be processed, issued, or settled through regulated e-money or payment arrangements, where applicable.

17.3

Funds held through the Services may not be protected by any deposit insurance scheme unless expressly stated otherwise.

17.4

Where required by law, client funds will be safeguarded in accordance with applicable payment services, e-money, or financial services regulations.

18. Closing Your Payment Account

18.1

You may request closure of your payment account by following the steps or contacting us through the process specified by CNIW Fincorp.

18.2

We may refuse to close your account where there is a negative balance, pending transaction, unresolved dispute, compliance review, legal restriction, or other outstanding obligation.

19. Changes to These Terms

19.1

We may amend these Terms, including Fees and Charges, by giving prior written notice in accordance with the notice period applicable to your relationship with us.

19.2

We may make changes immediately and without prior notice where such changes:

- are favourable to you;
- are required by law or regulation; or
- relate to new services or functionality that do not adversely affect existing Services.



19.3

If you continue to use the Services after the effective date of the change, you will be deemed to have accepted the revised Terms.

20. Acceptable Use

20.1

Your use of our website, platform, and Services is subject to our acceptable use requirements and all applicable laws.

20.2

You must not use the Services:

- in breach of any applicable law or regulation;
- to upload, transmit, share, or distribute unlawful, harmful, or prohibited material;
- to send unsolicited or unauthorised advertising or promotional material; or
- to introduce malware, harmful code, spyware, or other malicious software.

21. Safety and Security Measures

21.1

You must not allow anyone other than your properly authorised users to access the Services or platform.

21.2

You must keep passwords, PINs, access codes, and other security credentials confidential and secure.

21.3

Security credentials must not be easily guessable or based on obvious personal details.

21.4

If you suspect that your security credentials have been compromised, you must notify us immediately.



22. Tax

22.1

Unless otherwise stated, Fees and Charges are exclusive of taxes, duties, levies, and similar charges.

22.2

You are solely responsible for determining, reporting, and paying any taxes arising in connection with your use of the Services, except where applicable law requires otherwise.

22.3

Where we are required by law to collect, withhold, or deduct tax, we may do so from amounts payable to you and remit such amounts to the relevant authority.

22.4

Where applicable law requires tax withholding from any payment due to us, the amount payable may be increased so that we receive the amount that would have been received had no such withholding or deduction been required, unless prohibited by law.

23. Data Protection

23.1

By accepting these Terms, you consent to our accessing, processing, storing, and retaining personal data as necessary to provide the Services, including in relation to your Authorised Users.

23.2

Any personal data provided to us in connection with these Terms will be handled in accordance with our Privacy Policy.

24. Intellectual Property

24.1

Nothing in these Terms transfers ownership of any intellectual property rights belonging to ONIW Fincorp or its licensors.



24.2

All intellectual property rights in our brands, trade marks, logos, products, systems, content, and Services remain our property or that of our licensors. You may not use them without our prior written consent except as expressly permitted.

24.3

Subject to these Terms, we grant you a limited, non-exclusive, non-transferable right to access and use the Services for authorised business purposes.

25. Cookies

25.1

We may use cookies and similar technologies on our website and digital platforms to improve functionality, analytics, security, and user experience.

25.2

Further details are set out in our Cookie Policy.

26. Third-Party Links

26.1

Our website or platform may contain links to third-party websites, materials, or services.

26.2

Such third-party content is provided for convenience only and does not imply endorsement by ONIW Fincorp.

26.3

We are not responsible for the content, accuracy, policies, availability, or practices of any third-party website, product, or service.

27. Limitation of Liability

27.1

To the fullest extent permitted by law:



27.1.1

we are liable only for our own acts or omissions and not for those of third parties or matters outside our reasonable control;

27.1.2

our aggregate liability to you under these Terms may be limited to the total fees and charges paid by you to us during an agreed reference period;

27.1.3

neither party shall be liable for loss of profit, revenue, business opportunity, indirect loss, or consequential loss; and

27.1.4

nothing in these Terms excludes or limits liability for fraud, wilful misconduct, death, personal injury, or any other liability that cannot lawfully be excluded.

28. Indemnity

28.1

To the extent permitted by law, you agree to indemnify, defend, and hold CNIW Fincorp harmless from losses, liabilities, costs, claims, damages, and expenses arising from:

- your breach of these Terms, applicable law, or network rules;
- your misuse of our trademarks, systems, or intellectual property; or
- your negligence, fraud, or wilful misconduct.

28.2

You will not be required to indemnify us to the extent that the relevant losses result from our own fraud, wilful misconduct, gross negligence, or failure to comply with applicable law.

29. Termination and Suspension

29.1

We may terminate the Services by giving prior notice in accordance with the notice period applicable to your relationship with us.



29.2

We may suspend, restrict, block, or terminate some or all of the Services immediately where:

- we suspect criminal, fraudulent, or unauthorised activity;
- we believe you have materially breached these Terms;
- you have provided false, inaccurate, or unverifiable information;
- satisfactory due diligence information cannot be obtained;
- you become insolvent or subject to financial distress;
- we are required to do so by law, regulation, a regulator, banking partner, or payment network.

29.3

Termination of the core Services may automatically result in termination of any associated service schedules or Additional Services.

30. How to Contact Us

30.1

You may contact CNIW Fincorp using the registered contact details published on our website or otherwise provided to you in writing.

30.2

General, legal, support, and operational contact details may be communicated through our website, onboarding documents, service agreements, or official communications.

30.3

We will use reasonable efforts to provide customer support in English unless otherwise agreed.

31. Complaints

31.1

If you are dissatisfied with any aspect of our Services, you may submit a complaint to us using the complaints contact details published on our website or otherwise provided to you.



31.2

We will investigate complaints in accordance with our internal complaints procedures and applicable law.

31.3

Where applicable, you may also have the right to escalate complaints to a relevant regulator, ombudsman, or dispute resolution body in the jurisdiction governing your relationship with us.

32. Regulatory Information

32.1

The provider of the Services for regulatory purposes shall be the relevant CNIW Fincorp entity or affiliated service provider identified in your agreement, onboarding documentation, or service communication.

32.2

Where Services are regulated, such Services will be provided in accordance with the licensing, authorisation, registration, and regulatory framework applicable to the relevant CNIW Fincorp entity or partner provider.

33. Governing Law

33.1

These Terms shall be governed by and construed in accordance with the laws specified in your client agreement or, where none is specified, the laws of the jurisdiction designated by CNIW Fincorp for the relevant service relationship.

33.2

Any dispute, controversy, or claim arising out of or in connection with these Terms shall be subject to the exclusive or non-exclusive jurisdiction specified in the applicable client agreement or governing law provision.