



# Global Terms & Conditions



These Terms and Conditions govern your use of the Sokin Mobile App and constitutes a binding Agreement in accordance with the terms. The Sokin Mobile App is provided for information purposes only to facilitate services to Sokin Account holders and notifications to you once a remittance has been made by a Sokin Account Holder. Nothing in these Terms and Conditions constitutes an agreement to provide you with any Payment Services.

## Definition and interpretation

Under these Terms & Conditions:

"Agreement" means the Terms and Conditions.

"Applicable Law" means any applicable law (including but not limited to, any local law of the jurisdictions into which the Sokin App is provided and operated), statute, statutory instrument, act, regulation, rule, order, supervisory guidance, policy, instruction or requirement stipulated by an applicable Regulatory Authority, or interpretation promulgated or published by any Regulatory Authority, any order issued by a court having jurisdiction over a party, or any applicable rule or requirement of any Scheme related to the issuance, sale, authorisation or usage of the services to be provided under this Agreement. or such other rule as deemed valid by Sokin from time to time.

"Beneficiary" mean someone who receives funds into their local bank account and receives a notification via the Sokin Mobile App;

"EEA" means European Economic Area;

"Fee" means any fee payable as referenced in the Fees and Limits document found on the Sokin Website at <https://www.sokin.com/legal>;

"Fees and Limits Schedule" means the schedule published on the Sokin Website and contained on the Sokin Mobile App;

"KYC" means "Know Your Customer" and constitutes our verification of your Personal Details.

"Merchant" means a retailer or any other person that accepts e-money.

"Payment Method" means bank transfer and payment instruments including, but not limited to, debit cards;

"Payment Services" means services enabled under a Sokin Account, including but not limited to, Remittance and Transactions;

"Person" refers to an individual or a legal entity under English Law;

"Personal Details/Personal Data" means the registered personal identity details relating to the use of the Sokin App including (but not limited to) your: name, date of birth, home address, email address and telephone (landline and/or mobile) number, local bank account details. Full details of the Personal Data which we process are set out in our Privacy Policy.



"Regulatory Authority" means as the context requires, any Scheme and/or any regulator or agency having jurisdiction over Sokin related to the issuance, marketing, sale, authorisation or usage of Payment Services.

"Remittance" refers to the transfer from a Sokin Account Holder to a Beneficiary into a local bank account;

"Remittance Details" includes details of the Beneficiary, source currency and such other details and information as set out in the Sokin Mobile App;

"Remittance Order" means an instruction by a Sokin Account Holder ordering Sokin to execute a Remittance payment based on the Remittance Details;

"Sokin" means Plata Capital Limited Registered Office: 1st Floor 90 Chancery Lane, London, United Kingdom, WC2A 1EU Registered Number 10958599. Registered in England and Wales;

"Sokin Account" means the electronic money account provided to a Sokin Account Holder through the Sokin Mobile App;

"Sokin Account Holder" means the Person under whose name the electronic money account is provided through the Sokin Mobile App;

"Sokin Customer Service" means the support email address [help@sokin.com](mailto:help@sokin.com) which can be contacted for any support related queries;

"Sokin Materials" include any software (including without limitation the Sokin Mobile App, the API, developer tools, sample source code, and code libraries), data, materials, content and printed and electronic documentation (including any specifications and integration guides) developed and provided by Sokin or its affiliates to you, or available for download from the Sokin Website.

"Sokin Mobile App" means the Mobile application provided by Sokin for the opening and ongoing use of the Sokin Account;

"Sokin Website" or "Website" means the website available at [www.sokin.com](http://www.sokin.com)

"Username and Password" means a set of personal codes selected by you in order to access your Sokin Account;

"We", "us", "our" means Sokin;

"You", "your" means you, the natural person or legal entity who signs up to the Sokin Mobile App.

## 1. OVERVIEW

1.1. By completing the onboarding process for the Sokin Mobile App, you agree to be bound by this Agreement and any terms referenced in the Agreement, which are applicable to the use of the Sokin Mobile App.

1.2. You confirm that nothing in this Agreement constitutes an agreement to provide you with any Payment Services.



1.3. Your access to the Sokin Mobile App is provided solely to facilitate Sokin Account Holders to carry out Remittances to you via the Sokin Payment Services provided to such Sokin Account Holders.

1.4. Any Sokin Payment Services provided to Sokin Account Holders are not part of this Agreement and your access to the Sokin Mobile App does not make you a party to any agreement for any Payment Services.

## **2. SOKIN MOBILE APP MAINTENENCE**

2.1 The Sokin Mobile App allows you to provide your local bank account details to enable Sokin Account Holders to make Remittances directly to you via the Sokin Mobile App. For such Remittance to take place you will need to ensure the correct local bank account details are inserted into the Sokin Mobile App.

2.2 You must ensure that the information we require from you either during the sign-up process or any time after is true, accurate, and complete. Failure to provide such additional details may delay your access to the Sokin Mobile App or to receive any Remittances.

2.3 Sokin accepts no liability for any delays or loss caused as a result of incorrect or incomplete details submitted on the Sokin Mobile App. We will not be liable for a Remittance being sent to the wrong account where this is due to you providing and/or confirming incorrect payment details. You must ensure that the account number, sort code, IBAN and/or BIC/SWIFT and/or any other local bank account details are correct. The onus is on you to ensure that your local bank details are correctly reflected in the Sokin Mobile App before you request a Sokin Account Holder to carry out a Remittance.

2.4 You agree to only add local bank account details to the Sokin Mobile App if you are the named holder of that local bank account. We take any violation of this requirement very seriously and will treat any attempt to add bank details of which you are not the named holder as a fraudulent act.

2.5 Remittances made to your local bank account by Sokin Account Holders will be displayed in your online transactions history on the Sokin Mobile App together with any additional Remittance Details. While we seek to ensure that all the Remittance Details are correct we cannot guarantee that they will be reflected in exactly the same manner within your local bank accounts transaction history. The Sokin Mobile App is only providing you with notification of the Remittance for information purposes with no guarantee of accuracy.

2.6 Sokin is not responsible for the time taken for such Remittance to be reflected in your local bank account. The use of the Sokin Mobile App is solely to notify you of when such a Remittance has been made by a Sokin Account Holder. In the event of any delay in receiving a Remittance we have notified you about please contact your local bank account provider.

2.7 Your local bank account is provided by a third-party financial institution. We do not guarantee the availability of, or performance, of any third-party financial instruction. The ability to make payments to an any third-party financial instruction by a Sokin Account Holder may change or may not be supported at any time. The provision of local bank account details to Sokin via the Sokin Mobile App does not



guarantee the availability of such third-party financial institution as a recipient of Remittances.

2.8 For the purposes of a Remittance, we are a payer and not a payment service provider.

2.9 Sokin Accounts are subject to limits related to uploads, payments and withdrawals limits, depending on country of residences, regulatory requirements, any pending verification queries related to a Sokin Account Holder and other factors used by us to determine such limits from time to time at our sole discretion. Sokin accepts no liability for any delays or loss caused as a result of a Sokin Account Holder being unable to carry out a Remittance.

2.10 You must check all notifications and correspondence that we provide you with in accordance with Section 8. We normally do this via the Sokin App and by e-mail unless we are required to do so in a more durable form. We shall not be liable for any loss arising out of your failure check the correspondence that we send you.

2.11 You must take all reasonable steps to keep your Sokin Mobile App password and any other security features safe at all times and never disclose them to anyone. Our personnel will never ask you to provide your password to us or to a third party. Any message you receive or website you visit that asks for your Sokin Mobile App password or other security features, should be reported to us. If you are in doubt whether a message is genuine, you should contact Sokin Customer Service.

2.12 You must immediately change your password on the Sokin Mobile App if you have any indication or suspicion of your login details, password or other security feature are lost, stolen, or otherwise compromised. You must always ensure that your login details are not stored by or cached or otherwise recorded.

2.13 You must notify us of any change in your Personal Details as soon as possible by contacting Sokin Customer Services or updating the details in your Sokin App. You will be liable for any loss that directly results from any failure to notify us of a change in your Personal Details as a result of undue delay, your gross negligence or fraud. We will need to verify your new Personal Details and may request relevant KYC information/documents from you as applicable.

2.14 We reserve the right at any time to satisfy ourselves as to your Personal Details (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or money laundering.

2.15 It is strictly forbidden to receive payments, using the Sokin Mobile App, as consideration for the sale or supply of: tobacco products, prescription drugs, drugs and drug paraphernalia, weapons (including without limitation, knives, guns, firearms or ammunition), satellite and cable TV descramblers, material which incites violence, hatred, racism or which is considered obscene, government IDs and licences including replicas and novelty items and any counterfeit products, unlicensed or illegal lotteries or gambling services (including without limitation the use of or participation in illegal gambling houses), unregistered charity services, items which encourage or facilitate illegal activities, prepaid debit cards or other stored value cards that are not associated with a particular merchant and are not limited to purchases of particular products or services, third party processing or payment aggregation products or services, multi-level marketing, pyramid selling or ponzi schemes, matrix



programmes or other "get rich quick" schemes or high yield investment programmes, goods or services that infringe the intellectual property rights of a third party, un-coded/miscoded gaming, timeshares or property reservation payments (On and Off Plan). We reserve the right, in our sole discretion, to add categories of prohibited transactions by adding such categories either to this Agreement or an acceptable use policy published on the Website.

2.16 It is strictly forbidden to make payments, using the Sokin Mobile App, to receive payments from persons or entities offering illegal gambling services, including (but not limited to) illegal sports betting, casino games and poker games. We may suspend or terminate your access to the Sokin Mobile App at any time or refuse to execute or reverse a transaction if we believe that you directly or indirectly use or have used the Sokin Mobile App for or in connection with illegal gambling transactions. This list is not exhaustive, and it is your responsibility to ensure that you do not use our services for transactions that may be considered illegal in your jurisdiction.

2.17 It is strictly forbidden to use the Sokin Mobile App to facilitate any illegal purposes including but not limited to fraud and money laundering. We will investigate and report any suspicious activity to the relevant law enforcement agency.

2.18 If you conduct or attempt to conduct any transaction in violation of the prohibitions contained in this Section, we reserve the right to: reverse the transaction; and/or close or suspend your access to the Sokin Mobile App; and/or report the transaction to the relevant law enforcement agency; and/or claim damages from you.

2.19 It is your responsibility and not Sokin's to ensure that you only receive payments from persons or entities in compliance with Applicable Law. The mere fact that payments are made through the Sokin Mobile App is not an indication of the legality of the supply or provision of any goods and services. If you are in doubt as to the legality of a supply or purchase, you should not use the Sokin Mobile App to facilitate such payment.

2.20 We shall not be liable for any disruption or impairment of our service or for disruptions or impairments of intermediary services on which we rely for the performance of our obligations hereunder, where it is due to abnormal and unforeseeable circumstances beyond our reasonable control or the control of the intermediary affected.

2.21 We will try to ensure our Sokin Mobile App is available to you when you need them. However, we do not guarantee that the Sokin Mobile App will always be available or be uninterrupted. We may suspend, withdraw, discontinue, or change all or any part of the Sokin Mobile App without notice. We will not be liable to you if for any reason our Sokin Mobile App is unavailable at any time or for any period

2.22 You agree to indemnify us and the other members of our corporate group from any claim, demand, expenses, or costs (including legal fees, fines or penalties) that we incur or suffer due to or arising out of your breach of these Terms or Condition or any agent acting on your behalf. This provision shall survive termination of the relationship between you and us.

2.23 To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.



### **3. FEES**

3.1 We do not provide you any Payment Services via the Sokin Mobile App until you sign up to a Sokin Account agreement and receive access to the Sokin Account. No Fees are payable for signing up to the Sokin Mobile App unless any Payment Services are utilised. Payment Services can only be utilised once a full onboarding, and acceptance of the Sokin Account terms and conditions has taken place.

3.2 For a Remittance undertaken by a Sokin Account Holder any applicable Fees will be paid by the Sokin Account Holder to whom we are providing Payment Services.

3.3 We are not responsible for any fees or charges applied by your local bank account provider for receiving any Remittance made by a Sokin Account Holder. Please ensure you check any fees or charges applied by your local bank account provider before entering any local bank account details on the Sokin Mobile App.

### **4. YOUR PERSONAL DATA**

4.1 Sokin is the Data Controller of your Personal Data associated with the application for and use of the Sokin Mobile App and associated services. Sokin will collect certain information about the users of the Sokin Mobile App to provide them with the Sokin Mobile App. Your provision of your Personal Data and our processing of that data is necessary for each of us to carry out our obligations under this Agreement. At times, the processing may be necessary so that we can take certain steps, at your request, prior to entering into this Agreement. If you fail to provide the personal data which we request, we may be unable to provide you with access to the Sokin Mobile App.

4.2 We will manage and protect your personal data in accordance with all applicable data protection laws. For full and comprehensive information about when and why we collect personal information about you, how we use it, the conditions under which we may disclose it and how we keep it secure, please refer to our Privacy Policy which is provided to you at the time we collect your personal data and which can be found in the Sokin Global App.

### **5. INTELLECTUAL PROPERTY RIGHTS**

5.1 Sokin is the owner of the Sokin Materials. Any rights granted to you over the Sokin Materials are granted by us.

5.2 You may use the Sokin Materials to receive the services that we provide via the Sokin Mobile App. In consideration of you agreeing to abide by the terms of this Agreement, Sokin grants you a non-transferable, non-exclusive licence to use the Sokin Mobile App on your device subject to this Agreement. Sokin reserves all other rights.

5.3 Sokin licenses the use of the Sokin Mobile App to you on the basis of this Agreement and subject to any rules and policies applied by any Appstore provider or operator whose sites are located at App Store and Google Play. Sokin does not sell the Sokin Mobile App to you. Sokin remains the owners of the Sokin Mobile App at all times.

5.4 From time-to-time updates to the Sokin Mobile App may be issued through App Store or Google Play. Depending on the update, you may not be able to use any features via the Sokin Mobile App until you have downloaded the latest version of the App and accepted any new terms.



5.5 You must not, and may not attempt to, directly or indirectly:

5.5.1 transfer, sublicense, or otherwise grant rights in the Sokin Materials to any person or entity;

5.5.2 modify, copy, tamper with or otherwise create derivative works of any software included in the Sokin Materials; or

5.5.3 reverse engineer, disassemble, or decompile the Sokin Materials or apply any other process or procedure to derive the source code of any software included in the Sokin Materials.

5.6 The App Store<sup>®</sup> is a trademark of Apple Inc. Google Play is a trademark of Google LLC.

## **6. TERMINATION AND SUSPENSION**

6.1 We may terminate your access to the Sokin Mobile App or any service associated with it by giving you two months' prior notice which we shall send to the most recent email address you have provided us. You may terminate your access to the Sokin Mobile App with us at any time.

6.2 We can suspend your access to the Sokin Mobile App, restrict its functionality or terminate this Agreement at any time with immediate effect if:

6.2.1 You haven't provided us the information we require or we believe that any of the information that you have provided to us was incorrect or false; or

6.2.2 you fail to provide the Personal Data necessary for us to comply with our legal obligations and to fulfil this Agreement; or

6.2.3 we are required to do so under Applicable Law or where we believe that continued operation of the Program may be in breach of Applicable Law; or

6.2.4 you have breached this Agreement.

6.3 In the event that we do suspend or terminate your access to the Sokin Mobile App, where lawfully permitted, we shall notify you in advance or as soon as possible afterwards. We may advise anyone involved in a Remittance if a suspension has taken place.

## **7. AMENDMENTS TO THESE TERMS & CONDITIONS**

7.1 We may change these Terms & Conditions in accordance with this clause 7 by providing two months' advance notice to you via the Sokin Mobile App and via email to the primary email address registered on the Sokin Mobile App.

7.2 If you object to the changes, they will not apply to you. However, any such objection within the two-month notice period shall constitute a notice by you to terminate access to the Sokin Mobile App. You will be deemed to have accepted any change to this Agreement unless you notify us before the proposed date of the change.





7.3 If any part of this Agreement, or any subsequent change, is inconsistent with any regulatory requirements, then we will not rely on that part but treat it as if it did actually reflect the relevant regulatory requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practical.

## 8. COMMUNICATION BETWEEN YOU AND US

8.1 We will correspond with you via notifications in the Sokin Mobile App or email unless relevant legislation or regulations require us to correspond in print form, in which case we will also correspond in print form. You must maintain a valid email address in your Sokin Account profile. You are required to check for notifications on the Sokin Mobile App and on the email address provided regularly and frequently.

8.2 You may contact us at any time by sending an email to Sokin Customer Service at the support email address [help@sokin.com](mailto:help@sokin.com).

## 9. MISCELLANEOUS

9.1 This Agreement is governed by English law.

9.2 You agree to the non-exclusive jurisdiction of the courts of England and Wales.

9.3 The English language version of this Agreement and of any communications and Website content will prevail over any other language version which we may issue from time to time.

9.4 Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

9.5 If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.

9.6 You may not assign or transfer any of your rights and/or benefits under this Agreement and you shall be the sole party to the contract between us. We may assign our rights and benefits under this Agreement to a third party and may subcontract any of our obligations under this Agreement.



[www.sokin.com](http://www.sokin.com)

If you have any questions feel free to contact us at [help@sokin.com](mailto:help@sokin.com)

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