



Terms And Conditions

These Terms and Conditions come into effect on **July 31, 2023**.

1. Definitions

Terms used in the content of these Terms and Conditions of use of Aster-Pay (the Terms and Conditions) have the meaning given below:

- **Bank** – the issuer of the Payment Card to the User.
- **Card Network**– Visa, Mastercard or other card networks (also known as card associations) that act as intermediaries between an acquirer and an issuer to process credit and debit card transactions.
- **Company** – Aster-Pay Limited “Aster-Pay,” Registration number 737454, having its registered office at G77 Camden Street Lower, Dublin 2, D02 XE80, the Republic of Ireland with correspondence address at G77 Camden Street Lower, Dublin 2, D02 XE80, the Republic of Ireland, being the developer and the owner of Aster-Pay.
- **Aster-Pay** – the software platform developed by the Company in order to facilitate “card to card payments” between the Payment Cards.
- **Full ID Verification** - a process of collection information needed to identify the User which may include ID document, selfie with the document and/or payment card/s, bank statement/s, residence permit proof of residence and source of funds.
- **Mobile app** or **Website** – mobile application or website where the Company makes available software enabling the Sender to make use of the Service.
- **Payment Card/Virtual card** – a payment instrument issued under the system of the Payment Organization that is required for the performance of “card to card payments” via the Card Network.
- **Payment Organization** – Mastercard Europe SA and VISA Europe Limited; an organization granting a license for issuing Payment Cards and handling transactions with such cards.
- **Payment Method** - any digital way in which the User is executing a transaction via the Aster-Pay app.
- **PCI DSS** – Payment Card Industry Data Security Standard, which is an information security standard for organizations that handle branded credit cards from the major card schemes.
- **PSP** – licensed payment services provider engaged by the Company that provides the Transaction Authorization and Transaction Settlement services, operates pursuant to the PCI DSS, meaning that it keeps the highest security standards in Payment Card data processing.
- **Payment Processor** - a company that facilitates communication between the bank that issued a customer’s debit or credit card and the seller’s bank.
- **Recipient** – a person on the receiving side of the transaction to whom Aster-Pay User made transfer.
- **Sender** – the User of the Service that uses Aster-Pay to make a payment to the Recipient.
- **Service** – payments facilitated by the Aster-Pay developed by the Company, consisting of debiting Sender and crediting Recipient.

- **Transaction Authorization** – verification by the PSP/Processor and obtaining a confirmation from the Payment Organization that the Sender was debited and Recipient was credited.
- **Transaction Settlement** – organizing debiting Sender's side and crediting Recipient's side with the Payment Organization.
- **User** – a natural person, a holder of the Payment Card/Payment Methods, that can be a Sender or Recipient, that downloads Aster-Pay and enters into a contract with the Company on the basis of these Terms and Conditions.
- **3DS (3D Secure)** – an authenticated payment system to improve online transaction security. The objective is to provide a safe and secure online payment experience using a password that is validated by the Payment Card issuer and further checked by all other parties involved in the transaction.

2. General Provisions

1. While in the provision of payment services, including your transfers, the handling of your payment information and data, account information, and so forth, Aster-Pay may use different payment providers that are regulated as Payment Service Provider Entities (PSPs) by their respective regulatory authorities.

As a result, we request that you adhere to the KYC requirements, onboarding procedures, real identification, proof of identification, proof of origin of funds, and other compliance, anti-fraud, and anti-money laundering policies of our partnering PSPs. Additionally, please follow secure login, transaction monitoring, and verification procedures when using Aster-Pay services through its partnering PSPs.

As your technical services provider through Aster-Pay's app/website, we are responsible for all the care you may need as a customer. However, the partnering PSPs will be responsible for the integrity of your transactions and the safeguarding of your money. We ask you to abide by all their rules and to comply with their regulatory requirements.

2. Aster-Pay is a software platform aimed at facilitating payment services.
3. The Transaction Settlement shall be effected directly between the Sender's Bank and the Recipient's Bank and arranged by the Payment Organization.
4. The Company is not and cannot be responsible for any foreign exchange controls, regulations, limitations and/or any other local restrictions of civil or other nature applied by each relevant country or region in which Aster-Pay works for its residents. The Users themselves bear all the responsibility for checking the appropriate foreign exchange controls, regulations, limitations and/or any other local restrictions of civil or other nature applied in each jurisdiction they use Aster-Pay and for compliance with such foreign exchange controls, regulations, limitations and/or other restrictions.
5. The Company is not a tax agent for any of its Users. If any of the transactions made via Aster-Pay is related to any taxable commercial activities, it is the responsibility of the User, and not Aster-Pay, to declare the taxable income associated with such transactions.
6. These Terms and Conditions may be amended, modified or deleted if required by, or conflicting with, applicable laws or regulations, which action would not affect the validity or enforceability of the remaining Terms and Conditions.

7. These Terms and Conditions supersede and replace any terms and conditions previously issued by the Company in relation to the provision of services to Users.
8. In case any errors or omissions are detected in documents issued or made available to the User by the Company (including but not limited to marketing documents, price lists or invoices, the Company can implement changes to such documents without liabilities (contractual, negligence, tort, breach of statutory duty, etc.) on the part of Company.
9. The Company may solicit and arrange services of subsidiaries, affiliates, agents or subcontractors if such activity is considered necessary to fulfill its obligations. A User who accepts these Terms and Conditions unconditionally accepts that Company may expedite and service any of his/her operations through above-mentioned subsidiaries, affiliates, agents or subcontractors.
10. In cases where contextual understanding of words requires or allows it, words meaning the singular also denote plural and vice versa.
11. Whereas the Company has certain rights and remedies available to it per these Terms and Conditions these are cumulative and in addition to any other right or remedy available to the Company at law or in equity.
12. These Terms and Conditions contain obligations and rights which are not transferable are solely assigned to a User. The Company may transfer its obligations and rights under these Terms and Conditions.

3. Eligibility for using the Service

1. Unless waived by the Company in writing, to apply for and/or use Services a User must:
 - be at least 16 years old;
 - register for the Service in accordance with the instructions set out on the registration page of website or Mobile App, including indicating User's agreement to be bound by these Terms of Service;
 - not be in breach of any of these Terms and Conditions.
2. A User must not use the Service if such use would violate the applicable laws and regulations of Users' country of residence or the country where the User is physically present at the time of completing transactions.
3. The Company may condition User's access or continued access to Service, such as by imposing additional eligibility requirements. The Company will keep you informed of these on its website. The Company may require, on an ongoing basis, that User demonstrates the ability to meet these requirements. Company's decisions with respect to eligibility are final.

4. Purpose of the Terms and Conditions

The purpose of these Terms and Conditions is to define the principles of using the Service by the Users via the mobile app or the website.

5. Usage of Aster-Pay

1. The User may only use the Service via Aster-Pay.
2. Aster-Pay app is designed to work with smartphones running Android and iOS. Aster-Pay app may as well run on other devices, such as tablets, however, the Users are hereby expressly notified that Aster-Pay app and its functionalities are intended to be used only via smartphones, and that its use through any types of different platforms, including, but not limited to, personal computers, laptops, tablets, etc. may cause considerable errors and disabilities towards usage of the Aster-Pay app and its functionalities. The Company, therefore, does not assume any risks and/or liabilities which could arise from the use of Aster-Pay app and its functionalities via any types of platforms other than smartphones.
3. The User may need to upgrade the operating system on his/her device if the Company changes the version(s) that Aster-Pay app supports. The User may not be able to install or use Aster-Pay app on a jail-broken or rooted device.
4. These Terms and Conditions must be actively accepted by the User before using the Service as well as the Company's Privacy Policy and undertakes to comply with their provisions.
5. The Company shall not disclose any private data of the User to third parties except for (see #12. Personal Data Processing for more details):
 - PSPs for the purposes of Transaction Authorization and Transaction Settlement;
 - the Payment Organization which requires it for transaction processing purposes;
 - the third-party service provider for Full ID Verification purposes;
 - the third-party service provider for AML, KYC, PEP and Sanction screening;
 - third parties such as banks, fraud prevention agencies or other financial institutions for fraud detection, monitoring and money laundering, terrorist financing and fraud prevention purposes, also competent authorities for law enforcement purposes (e.g. police or financial crime investigation authorities).

6. Executing Payments on Aster-Pay

1. In case of transaction execution via Payment Cards the execution will always require additional verification of the transaction by 3DS/3DS2 protocol in the manner normally applied by the Bank. The execution of payment may also be blocked by the Bank due to any reasons at its discretion, in which case the User should contact his/her Bank for further information and action. Where the Payment Card is not subject to 3DS/3DS2 verification, the Company may at its own initiative apply additional monitoring and/or security measures regarding transactions with such Payment Cards, and may block such transactions as described under # 8 below.
2. Once the payment is credited to the Recipient's Payment Card account, information about the transaction will appear on the history of the Sender's outgoing transactions and on the history of the Recipient's incoming transactions on Aster-Pay.
3. The number of allowed transfers a day will depend on the internal rules of the Company and its partnering PSP for each user.

4. The Service may only be executed within the limits of transaction amounts determined by the Company for each User on a customized basis. The Company may at its sole discretion provide different limits for different Users, which will vary across currencies, amounts, and types of Payment Method. The User may at any time see the minimum and maximum limits applicable to him/her in the settings of Aster-Pay. In order to perform the transaction above the applicable limit, the User might be offered to perform additional identification (see # 11. User Identification Requirements for more details).
5. The payments on Aster-Pay can be made 24/7.
6. The term for the provision of Service shall normally not exceed 30 minutes, and in most cases will take a few seconds. In any case, the funds shall reach the Recipient no later than until the end of the next working day following the day of the confirmation of the payment by the Sender and only in rare cases, the process may take up to 2 or 3 business days. The exact time at which a transaction will be credited to the Payment Card account of the Recipient depends on the Recipient's Bank.
7. In some cases, the Sender's or the Recipient's Bank may block transactions for security or other reasons. It is also possible that funds are blocked as a result of a cancelled or unsuccessful transaction. The Company is not responsible for the Banks' policies and shall not be liable for any security blocking performed by the Banks. The Company does not hold the Users' funds at any point of transaction.
8. All the fees displayed by the Company to the User are the only fees charged by the Company for the Service. The Company is not liable for any other additional fees applied by the issuing Bank, and those will not be displayed on Aster-Pay.
9. If otherwise is not stated by these Terms and Conditions no successful transaction can be refundable under any conditions, including but not limited to the case of termination of these Terms and Conditions for whatever reason.
 - in cases where transaction amount (after deduction of Company's Fees and applicable fees of any other entities) has been received by the Recipient's bank the transaction is considered successful;
 - in cases where transaction amount (after deduction of Company's Fees and applicable fees of any other entities) has not been received and/or been rejected by the Recipient's bank the transaction is considered unsuccessful. In case of unsuccessful transaction, the entire amount of the unsuccessful transaction shall be returned to Sender's account.
10. Only valid payment methods may be used to execute a transaction via Aster-Pay app or website. By initiating a transaction within Aster-Pay a User represents and warrants that:
 - this User has authorization to utilize the selected payment method
 - this User authorize the Company, or our Payment Processor, to charge Client's selected payment method In cases where the payment methods selected cannot be verified, or is not valid or otherwise unacceptable the Users' transaction may be terminated or suspended automatically. The User agrees to provide all necessary information and assistance to the personnel of the Company in order to resolve this situation and complete the transfer.

7. User's Obligations

1. The User is obliged to:
 - comply with any restrictions on using Aster-Pay, downloading or otherwise exporting Aster-Pay;
 - read and understand Company's Privacy Policy before downloading Aster-Pay, and only download Aster-Pay from proprietary app marketplaces, i.e. Apple App Store and Google Play Store;
 - comply with these Terms and Conditions;
 - provide true, complete and up-to-date data when ordering the Service;
 - ensure that the Payment Card number, mobile number and other details he/she provides are correct and up to date, and notify the Company as soon as this data changes;
 - exercise due care for the purpose of protecting a device where Aster-Pay is downloaded or on which he/she enters the data to Aster-Pay against unauthorized access, and notify the Company immediately in case of any actual or suspected unauthorized access to the device with the installed Aster-Pay for the Company to be able to block any operations from the User's profile.

The Users shall in no case:

- use Aster-Pay in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms and Conditions, or act fraudulently or maliciously for example by hacking into the Aster-Pay or device where it is installed;
- use Aster-Pay for any illegal activities, including collecting payments that are not owed to them;
- use Aster-Pay in a way that could damage, disable, overburden, impair or compromise the Service, Company's systems or security or interfere with other Users;
- disclose Aster-Pay security and access details (e.g. passcode, CVV numbers of Payment Cards added on Aster-Pay) to anyone.

8. Suspension of Service

1. The Company may temporarily withhold the execution of the Service, reject execution of the Service or block the possibility of performing the User's transactions in the following situations:
 - the User's non-compliance with the provisions of these Terms and Conditions;
 - not receiving from the User correct or complete data necessary for the execution of the Service at the time allotted to introduce such data (including when the confirmation of the transaction is not provided within the specified time);
 - invalidity or cancellation of the Payment Card of the Sender or the Recipient;

- refusal of execution of the transaction by the Bank;
 - an attempt to make payments in breach of the relevant applicable law, including the suspected unauthorized use of the Payment Card, fraud, illegality of payment itself, etc.;
 - a command of public administration authority or law enforcement agencies;
 - at the discretion of the Company as a result of the transaction monitoring performed by the Company.
2. In the cases mentioned under items above, both the Sender and the Receiver may be blocked in accordance with the Company's internal fraud prevention rules. The Company will unlock a User only when he/she passes the verification process in full and provides additional information upon request. The blocked User's data is collected to prevent further usage of Aster-Pay.
 3. In some cases, User's Payment Cards/devices/IP address (addresses) may be un-blocked by undergoing "Full ID Verification" under # 11 below, but in general it is the discretion of the Company whether to unblock or not.
 4. The Company shall not be liable for any loss incurred by the User due to unavailability of the Service on the basis of any of the situations listed above.

9. Security

1. As Aster-Pay can be used to make payments from the User's Payment Card account, the User must keep his/her device secure and not logged into Aster-Pay when it is not being used.
2. After the User's initial registration, the Company will never contact the Users to request their security details and will not ask anyone else to do so on the Company's behalf. If the User receives such a request, then it is likely to be fraudulent and the User must not supply his/her security details in any circumstances. Any such activity should be reported to the Company immediately.
3. Some devices allow the Users to use Touch ID (fingerprint) or Face ID (facial recognition) technology for logging into Aster-Pay. If the User enables this feature, then anyone whose fingerprint or face is registered on their device may be able to log into Aster-Pay and access the User's accounts. Therefore, the User must not activate this feature if he/she allows other people to access his/her device using their fingerprint/face recognition. The User should delete any other fingerprints registered on the device first; otherwise, transactions made by anyone else who has their fingerprint registered on the device will be treated as being authorized by the User and the Company will not be liable for those transactions.

10. Liability

1. When making a payment, the Sender must ensure that the Recipient's information (including the mobile number, payment amount and any extra information required to make the payment) is current and correct, otherwise, the payment may be aborted or made to the wrong Recipient. The Company will not be liable to the Users if the payment is sent to the wrong person as a result.
2. Unless the Company is at fault, the Company will not be liable for any losses the Users might suffer or costs they incur because:
 - the User is unable to access or use Aster-Pay for any reason (including the blocking under # 8 above) or there is a delay in its use;
 - Aster-Pay is used on a device other than a smartphone;
 - any device, hardware or software the Users use in connection with Aster-Pay is damaged or corrupted or fails to work;
 - Aster-Pay does not meet the User's requirements or expectations;
 - there is a reduced level or failure to provide the Service caused by any third-party service providers including software providers and mobile operators.

11. User Identification Requirements

1. In addition to the information collected on the User when downloading, installing and using Aster-Pay, additional data might, be required when the User is blocked as per # 8 above and wishes to be unblocked, or when the Sender wants to send funds or the Recipient is about to receive funds exceeding the limits applicable to that particular User which every User can see in the settings of his/her Aster-Pay. In particular, when the blocked User tries to access Aster-Pay, or when the User tries to transfer an amount above the limits applicable, the pop-up window might notify the User of the necessity to pass the Full ID Verification. If the User agrees, he/she will be redirected to the relevant screens to proceed with the Full ID Verification.
2. Additional data to be requested by the Company in relation to the Full ID Verification:
 - photo or scan copy of the front and the end of the original ID document, taken and/or transmitted real-time to the Company through Aster-Pay. No photos of the copy of the ID document and no uploading of the previously made photos/copies will be accepted, the original ID document needs to be photographed/scanned real time for Full ID Verification purposes;
 - photo of the face of the User together with the Payment Card(s) used for sending or receiving transactions ("selfie"), taken and transmitted real-time to the Company through Aster-Pay. No photos of the photos and no uploading of the previously made photos will be accepted, the User needs to take a photo of himself/herself with the Payment Card real time for Full ID Verification purposes. The User is allowed to cover several digits of the Payment Card when making the selfie, however, the Company must always be able to identify the Bank having issued the Payment Card, the BIN code and the User's name on the Payment Card (if applicable);
 - high-resolution picture photo of the face of the User holding together with the ID document uploaded for verification;
 - bank statement of the for Payment Card(s) added to the User's account;

- proof of address to identify the actual residence address of the User;
 - source of funds;
 - any other documents and/or information regarding Sender, Recipient, transaction (s) or any of the Payment Card (s) added to the account.
3. The Company can decide in its sole discretion whether the documents and/or information provided are sufficient for Full ID Verification.
 4. Some or all of the information referred to in item 3 above, once collected, will be transferred to a third-party service provider for similarity check. After such checks are performed, the Company will be notified by the third party service provider if they were successful, and if they were, the User will be able to see in the settings of his/her Aster-Pay profile and will also receive a notification that his/her ID was verified, and will then be entitled to send and/or receive funds with higher transaction limits than before. Such higher limits will be displayed in the settings of his/her Aster-Pay. Where the similarity checks were not successful, the User will not be granted higher limits. The number of attempts to pass Full ID Verification is not limited, however, the Company might block the User's account or contact the User for additional information in case of any suspicious behavior on the User's side.
 5. Where Full ID Verification was used for the purposes of unblocking the blocked User, the Company has the discretion whether to unblock the User or not, even if the checks under item 4 above were successful.
 6. The Company will save both the photo of the face of the User and the Payment Card ("selfie") and the photos/scans of ID documents of the Users. The information will be stored securely and will be encoded.
 7. The saved information will be automatically subjected to Anti Money Laundering, Counter Terrorism Financing, PEP and Sanction screening.

12. Personal Data Processing

1. Our Privacy Policy constitutes an integral element of these Terms and Conditions and for all intents and purposes should be seen as if it is set in full within the text of these Terms and Conditions. A user who is applying for Aster-Pay and using it agrees that the Company can use Users' personal information in accordance with Privacy Policy.
2. In order to use Aster-Pay and its individual functions, the User has to provide the following data that is processed by the Company:
 - full name, surname;
 - date of birth;
 - email address;
 - your photo (photo of you together with the payment card used for the sending or receiving of funds);
 - photo or scan copy of your ID document;
 - actual residence address, country;
 - phone number;
 - card number (full or partial) and expiration date;
 - CVV of the payment cards used for the sending or receiving of funds;
 - Touch ID (fingerprint) or Face ID (facial recognition);
 - mobile phone contacts;
 - additional information requested by the Company or provided by you in case of necessity (e.g. to carry out full ID verification);

- information about how you use Aster-Pay, such as the types of content you view or engage with, the actions made on the account, the time, frequency and duration of activities and sessions.
 - other information you provide when you participate in contests or promotions offered by us or our partners, respond to our surveys or otherwise communicate with us,
 - information about you from third parties, including third-party verification services, credit bureaus, mailing list providers, and publicly available sources,
 - information collected by Cookies and Web beacons (defined below), including using web beacons and sending cookies to your device.
3. When the User uses the Service of the Company, the following data will also become available to and will be processed by the Company:
- IP address;
 - geolocation;
 - information about the device on which Aster-Pay is running, namely: type of User's device, unique device ID, User's mobile operating system and version, mobile browsers, User's preferred language while User uses Aster-Pay;
 - User's provided transaction details and any extra information required to make the payments, also transaction history.
4. In order to facilitate the provision of the Service the Company acts as the controller of personal data and as such transfers to PSP for the purposes of Transaction Authorization and Transaction Settlement the following personal data of the Users:
- data of the Payment Cards of the Sender and the Recipient: number, validity date, CVV number;
 - full name and surname of the User;
 - phone number and email address of the User;
 - data about the initiated transaction.
5. For the purposes of Full ID Verification, the Company will transfer the data collected under # 11 above to a third-party service provider that provides similarity check services. For this purpose, the Company may transfer User's data outside of the European Economic Area, including countries which have different data protection standards than those which apply in the African and European Economic Area. Any such transfer of the User's personal data will be carried out in compliance with applicable laws. For transfers outside the European Economic Area, the Company will use Standard Contractual Clauses (and the User has a right to ask for a copy of these clauses) and Privacy Shield as safeguards for countries without adequacy decision from the European Commission.
6. The User, by registering and logging in to Aster-Pay and by introducing the above data on Aster-Pay, expresses his/her understanding about the controlling and processing of such data by the Company and the PSP for the purpose of execution of the Service or under any other legal basis as provided in the Company's Privacy Policy. The fact that the User has read and understood the Privacy Policy is additionally evidenced by the User accepting the Company's Privacy Policy.
7. Personal data is processed according to the provisions of the European Union General Data Protection Regulation, the Law on Legal Protection of Personal Data of the Republic of Ireland, the Law on Electronic Communication of the Republic of Ireland, other applicable laws and the Company's Privacy Policy.

8. Any person providing his/her personal data to the Company has the right to request access to and rectification or erasure of personal data which means right to have personal data deleted ("right to be forgotten") or restriction of processing concerning the User or to object to processing as well as the right to data portability, also the right to lodge a complaint with the User's national data protection authority (the list of all such authorities is available at http://ec.europa.eu/newsroom/article29/item-detail.cfm?item_id=612080). The User shall exercise the rights granted by this item by contacting the Company via Help Centre of Aster-Pay or website of the Company www.Aster-Pay.com. The Company may refuse to satisfy the request for the execution of the rights of the User in cases when the Company cannot verify the identity of a person who submits request with reasonable reliability and thus cannot minimize risk of personal data being compromised. The Company may not be able to implement certain rights of the User, such as the "right to be forgotten", if it is necessary to apply safeguards, in particular, to prevent the destruction of data or evidence based on and in accordance with the requirements of the applicable laws and regulations, our legal obligations or legitimate grounds for processing. Therefore, the period for which User's personal data will be stored will also depend on that.
9. The Company processes and stores User's personal data no longer than necessary for the purposes stated in this paragraph. User's personal data provided for the purpose of providing the Service and using Aster-Pay is stored during the provision of Service and usage of Aster-Pay and for a maximum of 10 years after the end of the provision of Service and usage of Aster-Pay. User's data processed for marketing purposes is stored during the provision of Service and usage of Aster-Pay and for a maximum of 3 years after the end of the provision of Service and usage of Aster-Pay, unless the User objects to the processing for marketing purposes sooner.
10. Sending by the Company to the User electronic messages about the execution status of the Service may prove necessary for its provision and does not constitute commercial (marketing) information.
11. For additional information regarding personal data processing, the User shall read Company's Privacy Policy or contact the Company via Help Centre of Aster-Pay or website of the Company www.aster-pay.com

13. Transaction Fees

1. The use of the Service is subject to the transaction fee. The amount of the fee will in each case depend on the amount of the transaction, currency, payment method and countries between which the payments will be made, and are not set as a fixed amount in advance. The fee for each relevant transaction will be displayed to the User before approving the transaction.
2. The fee for the facilitation of the Service on Aster-Pay shall be withdrawn from the Sender's Payment Card account (where it is on the Sender's part) or the amount to be credited to the Recipient shall be reduced by the amount thereof (where it is on the Recipient's part).

3. A Sender's Bank or Recipient's banks may introduce their individual fees on transactions performed via Aster-Pay. A User should gain full awareness of these before the user engages in usage of Aster-Pay by requesting relevant information from the banks. The company cannot be held responsible for any of the fees and charges imposed by the banks.
4. In cases where Customer makes a transaction which involves one or more currency conversions, the Company will apply a certain foreign exchange rate determined on the day of the transaction. This rate will be indicated in the Aster-Pay interface and Client has to accept this exchange rate before a transaction can be completed. A separate exchange rate is determined for every transaction depending on the time when transaction occurs.

14. Transactions History

A User may check transaction history inside the interface of Aster-Pay. The Company is dedicated to keeping information about transaction history near real-time. This information will include: - the amount of the transaction indicated in the currency in which the transaction was performed and debited to Sender's bank account; - the exchange rate applied for currency conversion where applicable; - the amount of Fees applied to the transaction; - date and time of transaction completion.

15. Disputes with Merchants

In case a User has any disputes concerning payments which were made using Aster-Pay the Company bears no responsibility for any obligation and/or commitment provided or made by the Recipient. The Company cannot be liable for quality, safety, legality or any other aspect of any goods or services ordered or purchased by Sender from a Recipient. A successful transaction which was performed in relation to such purchase cannot be refunded pursuant to the #6 above.

16. Complaints, Communication, and Language

1. Complaints concerning non-execution of the Service or its execution not in line with the principles defined in these Terms and Conditions may be submitted via Help Centre of Aster-Pay or website of the Company: <https://www.aster-pay/contact-form/>.
2. The complaint should contain:
 - an indication of the Users' full name, phone number, email, transaction number (available in the User's transaction history);
 - an indication of the faulty Service, as well as a description of the subject of the complaint;
 - transaction details such as date, time, amount and last 4 digits of the card involved if the faulty Service relates to a transaction;
 - a return address, to which a response is to be sent if the User wishes to receive a response otherwise than through the channel through which the complaint was submitted.

3. The Company will accept complaints in English or any other native languages of the Users, but the responses to the Users will in all cases be provided in English or other available language supported.
4. Complaints are examined and responded to by the Company immediately, no later than within 14 days from the date of receipt of the complaint. The deadline is deemed observed after sending, prior to its expiry, a response to the User via Help Centre of Aster-Pay and via other channels according to the User's Notification Settings of Aster-Pay.
5. Notices concerning leakage of a passcode, CVV numbers or other security details etc., which require action by the Company with respect to blocking the User's profile, shall be submitted via Help Centre of Aster-Pay or website of the Company <https://www.aster-pay/contact-form/>. These will be managed within a few hours from the time of receipt of the blocking request.
6. The Company may as well always be contacted by its correspondence address indicated in these Terms and Conditions or by email at admin@aster-pay.com

17. Marketing

1. The Company may contact the Users (i.e. use User's name, email address and phone number) from time to time about Aster-Pay, including marketing messages relating to the Company's services similar to the ones provided to the User, provided that the User has not opted-out of receiving such notifications. The legal basis of such data processing is the legitimate interest of the Company – to inform Users about services and updates. The Company will do this electronically, for example by email, SMS, Social Media Messaging platforms, in-app notifications or other messages on Aster-Pay or device or by telephone. All such communications will come from the Company. The Company will never pass Users' information to a third party for them to use in their own direct marketing without the Users' consent. For any other promotional purposes, we will receive your express opt-in consent.
2. The User may notify the Company at any time if he/she does not wish to receive marketing messages from the Company by contacting the Company as set out in these Terms and Conditions or by following any instructions the Company may include in the message it sends to the User. Also, marketing notifications may be de-activated in the settings of Aster-Pay, and all in-app marketing notifications may be de-activated by the User in the settings of his/her mobile device.

18. Changes to the Terms and Conditions

1. The Company can change these Terms and Conditions at any time by notifying the Users of a change when the User next opens Aster-Pay and/or by email. The new Terms and Conditions will be displayed on-screen and the User may be required to read and accept them to continue the use of Aster-Pay.
2. From time to time, updates to Aster-Pay may be issued via the Apple App Store or Google Play Store. Depending on the update, the User may not be able to use Aster-Pay until he/she has downloaded the latest version and accepted any new Terms and Conditions.

19. Language

Due to the worldwide availability of Aster-Pay, these Terms and Conditions are prepared in the English language, and Aster-Pay also operates in English or other available language supported. By accepting these Terms and Conditions and using Aster-Pay, the User confirms that he/she understands the English language and agrees to communicate with the Company in the English language or other available language supported as far as Aster-Pay and legal relations arising under these Terms and Conditions are concerned.

20. Final Provisions

1. These Terms and Conditions are governed by the law of the Republic of Ireland.
2. These Terms and Conditions are available at all times for each User on Aster-Pay and the Company's website.



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www.aster-pay.com