

GENERAL TERMS AND CONDITIONS

These terms were updated on 25 August 2025.

1. Why this document is important?

This document sets out the terms and conditions for your SmartEnergyPays account (your "Account") and its related services. It also sets out other important things that you need to know.

These terms and conditions, along with the Fees Page and any other terms and conditions that apply to our services, form a legal agreement (the "Agreement", or the "Terms") between:

you, the account holder; and

us, SMART ENERGY PAY SOLUTION LTD,

For clarity, www.SmartEnergyPays.io is operated and managed by SMART ENERGY PAY SOLUTION LTD, a company licensed under company number 2025762168, with its registered office located at 1054-7070E Farrel Rd SE, Calgary, T2H0T2 Canada.

While SmartEnergyPays.io functions as a technology integrator specializing in financial technology solutions, the financial services available through the platform are provided by Joint Development Bank (JDB), a licensed financial institution based in Lao PDR. These services are facilitated through JDB's appointed agent, OMNI SOLUTIONS CO., LTD, a company duly registered in Laos with registration number 472667112-000. OMNI SOLUTIONS CO., LTD is located at 5 Phonkham, Sikottabong District, Vientiane, Lao PDR.

It's important for you to understand how your Account works. You can download a copy of these Terms through the SmartEnergyPays app or website, at any time.

If you'd like more information, you might find it helpful to read our online presentation, but this presentation doesn't form part of our Agreement with you.

The main way we provide our services is through the SmartEnergyPays mobile app. However, we provide our services in other ways too, like through web pages, other apps, APIs and other means. These terms apply whenever and however you access our services. This means they apply to all the ways you can access a particular service, even if we refer to the service being accessed through a specific means in these terms. For example, when we talk about SmartEnergyPays Card payments, we mean payments using a physical card, but also a virtual card or a card added to Apple Pay or Google Pay.

This Agreement also applies to other accounts that you open through the SmartEnergyPays app like the SmartEnergyPays Pro Account, as well as any others that we may offer to you as a result of you being an Account holder. These other accounts are also subject to additional account specific terms that you must agree to when you open those accounts. You can access these other terms on our website, and in the app.

2. What type of account is my Account?

Your account can be used for transferring crypto assets and fiat or for exchanging crypto assets into fiat and making payments thereafter. Such payments can be made via a transfer to another SmartEnergyPays account or via the debit cards associated with your account.

When you exchange crypto assets into fiat, your Account is a "virtual" account that holds your money. It may hold money in different currencies at the same time as per the options available in the account.

Such services available in your Account are subject to the terms and conditions applicable within the SmartEnergyPays platform.

As such you may have certain limitations in using your account, depending on certain conditions having to be met prior to using such service, e.g. know-your-client requirements necessary to issue debit cards.

3. Using funds in your Account

Once you have crypto assets or funds in your Account, you'll be able to use our services. For example, you can do the following:

send crypto assets or money to and receive crypto assets or money from other SmartEnergyPays Accounts.

change money from one currency to another or from crypto assets to fiat (we call this a "currency exchange"). The currencies available might change occasionally.

make payments and withdraw cash using your SmartEnergyPays Card; and

view information about and manage your Account.

We add new features and services all the time. We'll let you know about these through the SmartEnergyPays app.

4. Can I open an Account?

Normally, you must be 18 or over to open an Account. If you are under 18 and we let you have an Account or any other service, we'll let you know any special terms and conditions that apply.

When you ask us to open an Account, JDB Bank, we or someone acting for us will ask for information about you and where the funds you will put in your Account comes from. We do this for a number of reasons, including to check your credit score and identity,

and to meet our legal and regulatory requirements. Our Customer Privacy Notice explains more about how we use your information for these and other purposes. When we have the information we need, we will open your Account. You can't:

open more than one SmartEnergyPays Personal Account.

Use a SmartEnergyPays Personal Account for business purposes; or

open a new SmartEnergyPays Personal Account if we've previously closed a SmartEnergyPays Personal Account in your name.

Information update requirements

If you have decided to undergone KYC requirements in order to access certain services on SmartEnergyPays, please keep your details up to date and let us know immediately if any information you've given us changes. If we discover that any of your information is incorrect, we will request updating it.

To meet our legal and regulatory requirements we might sometimes need to ask for more information about you (for example, if your spending increases). Please provide this information quickly so that there is no disruption to your Account or our services.

5. How do I get information on payments into and out of my Account?

You can check all payments into and out of your Account through the SmartEnergyPays app. We will not make any changes to your Account information. It will be available to you through the SmartEnergyPays app while you are a customer. If you need to keep a copy of the information after your Account is closed, you will need to download it while your Account is still active. You can download this information from the app at any time.

6. Communicating with you

We'll usually communicate with you through the SmartEnergyPays app.

This is how we will provide Account information and tell you about any fraud, or suspected fraud, relating to your Account. It is also how we will tell you if there is a security threat to your Account. Make sure you regularly check the SmartEnergyPays app for this information.

To help keep your Account safe, download the latest software for your mobile device and the latest version of the SmartEnergyPays app as soon as they are available.

We may also communicate with you by text message or email, so you should regularly check your text messages and email Account.

We will usually communicate with you in English.

7. How do I close my Account?

You can close your Account, and so end this agreement, at any time by letting us know. You can do this through the SmartEnergyPays app, by writing to us at our head office or by emailing us at support@smartenergypays.io.

You will still have to pay any charges you've run up (for example, if you've asked for an extra SmartEnergyPays Card). We may also charge you any cancellation fees that apply to other agreements you've entered with us (for example, if you cancel your paid plan subscription under the Paid Plan Terms).

Please note: If you are on a paid plan with a **minimum contract period of one year**, closing your Account before the end of that period does **not** waive the subscription fees. The fees for the full one-year contract period will still be payable.

We will ask you to withdraw any remaining positive Account balance you have including liquidating any other balances you have in other SmartEnergyPays accounts within the app (for example, any balance in your account).

When you have liquidated any other balances, you have in other SmartEnergyPays accounts, and your Account balance is zero, we will close your Account, and you will lose access to the app including other SmartEnergyPays accounts, services, and any cards you have.

If your Account has been temporarily restricted, we may not be able to close it until we have completed our enquiries.

8. How are my funds protected?

When we become aware of a transfer of crypto assets, a payment for your Account, or you add funds to it, we issue the crypto assets or the equivalent value of funds to your Account immediately.

When we receive that payment or the funds you add, we quickly place it into one of the dedicated client bank accounts that we hold with large commercial or central banks (client accounts keep your funds separated from our own funds, and the types of banks we can use are set by regulations); or

We call this "safeguarding".

What would happen in an insolvency?

Safeguarding helps protect you if we were to become insolvent. If that were to happen, you (and all our other customers) would be paid out your funds' balances from our client bank accounts. This process would be handled by an insolvency practitioner, not by us. However, safeguarding regulations make sure that once any costs related to an insolvency are paid out you will be paid from our client accounts before anyone else.

Moreover, as SmartEnergyPays is the agent of JDB Bank, its customers benefit from the protection provided by the 'bank guarantee' scheme from the Central Bank of Laos.

The protection this provides means that if SmartEnergyPays fails, there should be a pot of funds (the safeguarding account) sufficient to pay all customers the money they are owed. These safeguarding accounts are protected by law that governs banking operations.

In addition, even if JDB Bank fails, your funds will still be protected. Specifically, your funds are safeguarded under the Central Bank's Deposit Guarantee Scheme, which covers 75% of eligible deposits. This means that in the unlikely event of a failure, 75% of your deposited funds would be protected and reimbursed under this scheme, providing you with a significant level of financial security, a benefit that only a few other fintech solutions offer.

9. Keeping your Account safe

We do everything we can to keep your funds safe. We ask you to do the same by keeping your security details and Account and card safe.

This means you shouldn't keep your security details near your SmartEnergyPays Card or a device you use to access your Account, and you should disguise or protect them if you write them down or store them.

Sometimes it's easy to forget to take the steps you should take to keep your crypto assets and money safe. Here are a few tips:

make sure you close the SmartEnergyPays app (or any other means of accessing your Account) when you're not using it;

keep the devices you use to access your Account secure.

Keep the factors used to log into your Account (like your email account and sim card or phone number) secure and don't let other people use them; and

download the latest software for the device you are accessing SmartEnergyPays from and the latest version of the SmartEnergyPays app as soon as they are available.

Contact us through the SmartEnergyPays app, as soon as possible, if your SmartEnergyPays Card is lost or stolen, or if your SmartEnergyPays Card or security details could be used without your permission.

If you can, you should also freeze your SmartEnergyPays Card using the SmartEnergyPays app or by calling the automated number below. If you later realize there's not a risk to your SmartEnergyPays Card's security, you can unfreeze it.

How you can contact us

You can contact us in any of the following ways:

Write to us: support@smartenergypays.io

Freeze your SmartEnergyPays Card via phone call: to the phone number displayed on your SmartEnergyPays Card

Tell us about a lost or stolen SmartEnergyPays Card or security details: Send us a message through the SmartEnergyPays app on someone else's device, send us a message on social media, or email us on support@smartenergypays.io.

10. Limitation for making payments and accessing accounts using "open banking"

You cannot use "open banking" to access the accounts you have with other providers via the SmartEnergyPays app and to allow other providers to have access to your SmartEnergyPays Account.

11. Are there any restrictions on using my Account?

Please act reasonably and responsibly when using your Account, or any service we provide to you under it.

You cannot use your Account in the following ways, either directly or indirectly:

for illegal purposes (for example, committing fraud);

in a way that we reasonably believe might harm our ability to provide our services.

To control or use an Account that's not yours; to give SmartEnergyPays Cards to any other person;

to allow anyone else to have access to or use your Account or the SmartEnergyPays app.

To abuse, exploit or get around any usage restrictions set by a service provider your SmartEnergyPays Card is registered with. For example, you must only use one SmartEnergyPays Card for any particular service provider that offers a free subscription or trial period; or

to trade in foreign currencies for speculative purposes (that is, to take advantage of any expected rise or fall in the value of a currency) or to take advantage of discrepancies in the foreign exchange market.

Please also act in a respectful way towards us and our support staff – we're here to help you.

12. Adding crypto assets to my Account

You can add crypto assets to your Account by transfer from your wallet. Such transfers incur costs and for this reason we will apply a fee based on the Fees Page published on our website.

We'll always try to tell you what this fee is in advance. How these fees are calculated is set out on our Fees Page.

13. Transferring funds between Accounts

Instant transfers

You can send crypto assets and money to, and receive crypto assets money from, other SmartEnergyPays Accounts. We call these sorts of payments Instant Transfers. All Instant Transfers are received immediately.

You can make an Instant Transfer to another SmartEnergyPays user's account by choosing them from the contacts list in the SmartEnergyPays app, by using their username, or by using any other method we provide to identify them and following the prompts.

14. Making other types of payments

Using your SmartEnergyPays Card

You can also make payments or withdraw cash using your SmartEnergyPays Card.

When you use your SmartEnergyPays Card to make a withdrawal from an ATM or make a payment (for example, in a shop or restaurant), we will consider the payment to be authorized by you unless:

you let us know that the money has been stolen from your Account; or

you don't think we've carried out your instructions correctly.

We charge you a fee for making withdrawals. You can read about these fees in our [Fees Page](#).

We are not responsible for losses where payments are returned in a different currency.

Sometimes, crypto assets or money you've asked us to transfer to someone is not transferred into their account and is returned to us. If we had to carry out a currency exchange when we sent the payment, and can show that we did everything right, when we return the funds to you, we will return it in the converted currency or convert it back to the original currency. This means that the amount you receive back into your Account might be less or more depending on the currency conversion rate at the time of return. We are not responsible for any losses that this causes you.

Transfers to Wallets

You are able to use the SmartEnergyPays app to send outbound payments to Wallet recipients. As this payment is not sent through a traditional payment scheme, no bank account details are required for you to complete this transfer. Your recipient will be identified by the user ID or email linked to their Wallet account.

To send a payment using your wallets, you'll need to provide a wallet identifier.

These transfers are normally sent instantly and are expected to arrive in your recipient's wallet within 30 minutes but can sometimes take up to a day.

Fees will apply (please see our Fees Pages to access the applicable fees).

15. What happens if a payment was sent to the wrong account, wasn't sent at all or was delayed?

We'll always try to process your payments correctly and on time, but sometimes things go wrong and a payment might be delayed or not received by the person you wanted to pay.

16. What to do if you think someone has made a mistake?

If something has gone wrong, let us know through the SmartEnergyPays app. You need to let us know as soon as possible, and no later than 1 month after payment.

If the funds are not received into the account you sent it to because of an error on our side, we'll refund the payment back into your Account.

What to do if you think you have made a mistake?

You should always check that you have entered the correct details for the person you want to pay before you make a payment. It's always a good idea to make a test payment of a small amount (say, USD1) to make sure that you have the account details correct. You should always think about the following:

Always make sure you know the person you are making a payment to. If someone approaches you and asks you to make a payment to them, but you are not sure who they are or what the payment is for, you may be a victim of a scam and we may not be able to recover the funds for you.

The contacts you see in the SmartEnergyPays app are taken from the names and user ID you have saved to your own phone. These names and user IDs are not verified by us or anyone else. This means that if you have saved the wrong number or wrong name to your phone, you will pay the wrong person and may lose your funds.

The user IDs you see in the SmartEnergyPays app can look similar to other user IDs and are able to be changed by individual users. We take steps to remove any inappropriate usernames, but these usernames are not verified by us or anyone else. This means that if you are not sure that the person is who they say they are, you may pay the wrong person and may lose your funds.

We are not responsible if we make a payment to the person you tell us to, even if you gave us the wrong account number, user ID or phone number by mistake.

The ultimate decision on whether to make those payments remains with you. This means that we, and any third parties we use to provide these services to you, are not responsible for any payment you make to a wrong account.

17. What exchange rate do you use?

The exchange rate we use is set out in our Fees Page. You can always see our live exchange rate in the SmartEnergyPays app.

The exchange rate may change between the time you told us you wanted to exchange crypto assets and the time we actually carry out the conversion. This means that if you ask us to exchange crypto assets, you may receive a little more or less back than what you had expected.

We're not responsible if you lose any funds as a result of a currency exchange. We're not responsible if you're charged any fees or a different rate by someone else for a currency conversion either. This is because we don't charge those fees or set that different rate. For example, imagine you're travelling overseas and when you pay your bill at a restaurant you agree (on the card machine) to pay in USD instead of the local currency of the restaurant. When you do, you're asking the restaurant (or their bank) to convert the currency for you, and they may charge a fee or use a different rate.

18. Can I cancel a payment or crypto assets exchange?

No, once a payment or crypto assets exchange has been initiated and processed, it cannot be canceled. Due to the irreversible nature of blockchain transactions and the immediate processing of payment orders, we are unable to reverse or modify transactions once they have been confirmed. It is your responsibility to ensure all payment and exchange details are correct before initiating any transaction.

For payments, once funds have been transferred from your account, we cannot recall or refund the amount unless explicitly agreed upon by the receiving party. Similarly, for

crypto assets exchanges, once the transaction is executed on the blockchain, the ownership of the crypto assets is transferred, and no further modifications can be made.

If you have made an error in the transaction or if you suspect unauthorized activity, please contact our support team immediately. While we cannot cancel the transaction, we will assist you in reviewing the situation and may take additional steps to mitigate any further issues, where possible. However, these measures are not guaranteed to recover lost funds or reverse the transaction.

19. When we will refuse or delay a payment

We must refuse to make a payment or delay a payment (including inbound and outbound payments) in the following circumstances:

if legal or regulatory requirements prevent us from making the payment or mean that we need to carry out further checks;

if you have broken these Terms in a way that we reasonably believe justifies us refusing or delaying your payment;

if we believe that processing your instruction would break these Terms or that your instruction doesn't contain all the information we need to make the payment properly;

if the amount is over, or would take you over, any limit that applies to your Account;

if there are not enough funds available in your Account to make the payment and cover any charge;

if, even after doing everything reasonably possible, we won't be able to make the payment on time;

if a third party prevents us from making the payment (for example, if Mastercard or Visa do not allow a payment or cash withdrawal using your SmartEnergyPays Card);

if you owe us money or we intend to exercise our right of set-off (as explained below);

if we have asked you for important information we reasonably need and you have not given us that information; or

if we have suspended your Account.

We may also refuse to issue a new SmartEnergyPays Card if you do not have enough money in your Account to pay us to issue or deliver the card. When we refuse to make a payment, we'll always try to let you know.

If we can, we'll use the SmartEnergyPays app to tell you that we have refused to make a payment. If you'd like to find out why we refused the payment, and what you can do to solve any problem, please contact us through the app.

We won't be responsible for any losses you suffer as a result of us refusing or delaying a payment.

20. Fees for making or receiving payments

Our services are subject to various fees, which apply to both the making and receiving of payments, as well as crypto asset exchange services. The specific fees, applicable rates, and any associated costs are outlined in detail on our Fees Page, which forms part of these Terms and Conditions. We strongly recommend reviewing the Fees Page regularly, as fees may vary based on the type of service, transaction volume, geographical location, or currency used.

We reserve the right to modify the fee structure and rates at any time through updates to the Fees Page or via direct communication. Please note that continued use of our services after any fee adjustments will constitute your acceptance of those changes.

It is important to understand that the fees associated with our services will be automatically deducted from your account at the time the transaction is processed. We encourage all users to stay informed about the applicable fees to avoid unexpected charges and ensure transparency in all transactions.

21. What happens if someone steals from my Account?

If you think someone has stolen from your Account, let us know as soon as possible through the SmartEnergyPays app (and no later than 1 month after the money was taken). We'll pay the money back into your Account if:

you couldn't have known that your security details or SmartEnergyPays Card were at risk of being misused;

the payment happened because someone we're responsible for made a mistake;

the payment was taken after you told us that someone knew your security details or your SmartEnergyPays Card was lost or stolen, or we didn't give you a way to tell us about this; or

the law required us to make you follow certain prompts when you instructed us to make the payment and we didn't do this.

We'll also pay back any charges you had to pay as a result of the payment being taken from your Account.

We won't refund any funds if you've acted fraudulently, or you intentionally or carelessly failed to keep your security details or SmartEnergyPays Card safe (unless you told us about this before the payment was taken from your Account). For example, we won't refund you if you gave someone your SmartEnergyPays Card PIN and they made a payment using your card without you knowing about it.

22. When we might block your Account or SmartEnergyPays Card

The safety of your funds is important to us. We might prevent you from making payments from your Account or with your SmartEnergyPays Card if we're reasonably concerned about its security or that it might be used fraudulently or without your permission.

We might also have to block your Account or SmartEnergyPays Card to meet our legal obligations.

We'll tell you through the SmartEnergyPays app before, or as soon as possible after, we block your SmartEnergyPays app or Card. We'll also let you know why we've done it (unless it would reduce your or our security or it would be unlawful).

23. When could you suspend or close my Account?

We may close or suspend your Account immediately (including access to other SmartEnergyPays services), in exceptional circumstances. Exceptional circumstances include, for example the following:

if we have reason to suspect that you are behaving fraudulently or otherwise criminally;

if you haven't given us (or someone acting on our behalf) any information we need, or we have reason to believe that information you have provided is incorrect or not true;

if you've broken these Terms in a serious or persistent way and you haven't put the matter right within a reasonable time of us asking you to;

if we have reason to believe that your use of the SmartEnergyPays app is harmful to us or our software, systems or hardware;

if we have reason to believe that you continuing to use your Account could damage our reputation or goodwill;

If you behave in a disrespectful or abusive way to our Support or other staff, for example by harassing or insulting staff members or using offensive language while communicating with them;

if we have asked you to repay money you owe us and you have not done so within a reasonable period of time; or

if we have to do so under any law, regulation, court order or ombudsman's instructions.

If we close your Account in exceptional circumstances, you will only be able to exchange funds into your preferred crypto assets and liquidate your account before the Account is closed. You will not be able to credit the Account, make any card payments, withdraw money at an ATM, or send funds to other SmartEnergyPays Accounts.

Inbound payments will be rejected and returned to the sender.

We may also decide to suspend or close your Account for other reasons. We would contact you through the SmartEnergyPays app at least two months before we do this, except when there are circumstances that require taking immediate action.

Closing your Account may also end any other agreements you have with us or through us. You can get more information through the SmartEnergyPays app or by contacting us.

If we decide to close your Account with notice:

We will usually give you two months' notice to withdraw any remaining Account balance unless there are reasons preventing the transfer, or we decide to close your Account immediately.

From when we give you notice, you will have limited access to the app. If you are on a paid plan, we may immediately downgrade you to a Standard plan or we may downgrade you after two months depending on the reasons for closing your Account.

If you still have positive balance in your Account when we close it:

If two months have passed since we notified you that we were going to close your Account, we will still close your Account even if you have a remaining positive balance.

You'll also still owe us any money that you owed us while your Account was open.

How do I get access to my funds after my Account has closed?

For 1 month after your Account has been closed you'll be able to contact customer services (at support@smartenergypays.io) and ask them to send you the funds we still hold for you, and you may still be able to withdraw it through the app if your access remains.

We've set out below how you can withdraw your Account balance after your Account is closed.

You can withdraw your money only via crypto assets.

If you need to carry out a crypto exchange prior to withdrawing, and our exchange fees will apply.

24. We can change these Terms

We'll can change these Terms mainly for the following reasons:

if we think it will make them easier to understand or more helpful to you;

to reflect the way our business is run, particularly if the change is needed because of a change in the way any financial system or technology is provided;

to reflect legal or regulatory requirements that apply to us; to reflect changes in the cost of running our business; or

because we are changing or introducing new services or products that affect our existing services or products covered by these Terms.

Telling you about changes

If we add a new product or service that doesn't change the Terms of your Account, we may add the product or service immediately and let you know before you use it.

Otherwise, we'll give you a prior notice through the SmartEnergyPays app before we make any change. We'll assume you're happy with the change unless you tell us that you want to close your Account before the change is made.

Please keep your personal contact information up to date, so that you are aware of any changes.

25. Your refund rights for SmartEnergyPays Card payments

You cannot request a refund from us for any amount that has been debited from your account through a SmartEnergyPays Card payment. Once a transaction has been authorized and completed using your SmartEnergyPays Card, the funds are immediately transferred, and we are unable to reverse or reclaim these funds on your behalf. It is your responsibility to ensure that all payment details, including the recipient and the transaction amount, are correct at the time of making the payment.

Refunds for purchases made with your SmartEnergyPays Card are governed by the refund policies of the merchant or service provider with whom the transaction was conducted. If you are entitled to a refund, you will need to contact the merchant directly and follow their refund procedures. In the event the merchant agrees to issue a refund, the refunded amount will be credited to your account once the merchant processes it, subject to their timelines and conditions.

Please note that we are not responsible for any delays or failures by merchants in issuing refunds, nor can we intervene in disputes related to refunds between you and the merchant. We recommend that you keep all relevant transaction documentation, such as receipts and invoices, to facilitate any potential refund requests.

In case of unauthorized transactions, or if you suspect fraudulent activity on your SmartEnergyPays Card, you must notify us immediately. We will investigate the issue in line with our security and fraud protection policies. While unauthorized transactions may qualify for a reversal or compensation, legitimate, authorized payments are non-refundable once processed.

26. Are you responsible if something goes wrong with my Account, my SmartEnergyPays Card or the SmartEnergyPays app?

We'll do as much as reasonably possible to make sure that our services are not interrupted and are accessible at a reasonable speed. However, we can't promise that this will always be the case or that the services will be free from faults. We also rely on some third parties to provide services to you, which can sometimes disrupt our services. We'll always do our best to solve any problems with our services, no matter what the cause.

If you have a SmartEnergyPays Card, we will let you know about any changes to our system that will affect your ability to use the card.

We will not be responsible for losses resulting from us failing to meet our obligations for payments into and out of your Account because:

you have breached these Terms or have acted unlawfully;

of a legal or regulatory requirement; or

unforeseeable events outside our control, which were unavoidable at the time.

If you can't use your SmartEnergyPays Card for any reason we will only be responsible to you for replacing the card.

We will only be responsible for foreseeable losses. If we break the Agreement, we will only be responsible for any loss that we could have foreseen at the time we entered into the Agreement.

Nothing in these Terms removes or limits our liability for death or personal injury resulting from our negligence or from fraud or fraudulent claims and statements.

27. How you might owe us money?

You cannot borrow money on your Account (for example, make payments of more than the value of the money in it), although you may be able to benefit from one of our credit products. If your balance becomes negative (for example, because you do not have enough money to cover fees you owe us), you must top up your Account immediately.

If you fail to top up and bring your balance back to zero, or you owe us fees (other than third-party fees for making or receiving a payment) or any other amount, we may, at any time, without notice or demand take the amount you owe us from any amount we are due to pay to you including any other Account you hold with us either solely or jointly. We call this our right of set-off. We can also take the money from your account in the currency of the country you live in (your base currency) or the equivalent value from your Account in another currency, until your negative balance has been fully repaid.

If you don't have enough money in your Account to pay the fees (listed in our Fees Page) or other amounts you owe us.

If you are experiencing financial difficulties, please reach out to us via in-app chat for support.

You may be responsible for paying taxes or costs that apply to payments you make or receive through your Account and that we are not responsible for collecting from you. In doing so, we may put your balance to negative (if necessary). So please make sure you check for yourself!

28. When you might be responsible for our losses?

You may be responsible to us for certain losses.

If you have broken these Terms, and this has caused us to suffer a loss, the following will apply:

you will be responsible for any losses we suffer as a result of your action (we will try to keep the losses to a minimum);

if your actions result in us losing profits, you may also be responsible for those losses. You won't be responsible if this would mean that we are compensated twice for the same loss; and

you will also be responsible for any reasonable legal costs that arise as a result of our losses.

29. How to make a complaint?

If you're unhappy with our service, we'll try to put things right

We always do our best, but we realize that things sometimes go wrong. If you have a complaint, please contact us through the SmartEnergyPays app. We can usually settle matters quickly through the app. You'll probably need to give us the information by emailing us at support@smartenergypays.io.

You'll need to tell us:

your name;

the user ID, phone number and/or email address associated with your Account;

when the problem arose; and

how you'd like us to put the matter right.

We'll look into your complaint and respond to you by email. We will communicate with you in English, unless we tell you otherwise.

30. Data protection and confidentiality

For more information about how we use your personal information, see our Customer Privacy Notice.

By entering into the Agreement, you acknowledge that we will gather, process and store your personal information for the purpose of providing our services to you. This doesn't affect any rights and obligations you or we have under data protection law.

The application is designed to protect your confidentiality. This means that other SmartEnergyPays customers may be able to see only limited information about you (such as your name, profile picture and the SmartEnergyPays plan you are on).

31. Our intellectual property

We own all the intellectual property in our products (for example, the content in our app and on our website, our logo and card designs). You must not use our intellectual property as your own, except to enjoy our products. You also must not reverse-engineer any of our products (that is, reproduce them after a detailed examination of their construction or composition).

32. Miscellaneous

Our contract with you

Only you and we have any rights under the Agreement.

The Agreement is personal to you and you cannot transfer any rights or obligations under it to anyone else. This Agreement ends when your Account is closed.

Our right to transfer

We will only transfer any of your and our rights or obligations under the Agreement if we reasonably think that this won't have a significant negative effect on your rights under these Terms or we need to do so to keep to any legal or regulatory requirement. When we transfer rights and obligations we call this "novation". When we only transfer rights, we call this "assignment".

The laws of Laos apply to these Terms.

Our right to enforce the Agreement

If you have broken the Agreement between you and us and we don't enforce our rights, or we delay in enforcing them, this will not prevent us from enforcing those or any other rights at a later date including even after your Account has been closed.

Taking legal action against us

If you want to take legal action against us in the courts, only the courts of Laos can deal with any matter relating to these Terms.