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TERMS AND CONDITIONS OF USE FOR WOMPI USERS

Last updated: 11/03/2024

Welcome to WOMPI!

These Terms and Conditions of Use for Wompi Users ("T&C Users") regulate the commercial relationship between ACCELERERA, S.A. DE C.V. with NIT 0614-300587-002-0 domiciled in the city of San Salvador and member of the financial conglomerate BANAGRICOLA ("WOMPI") and the natural or legal person ("User") who makes a payment or transfer through the Wompi Services.

1. DEFINITIONS

WOMPI SERVICES: Refers to payment management and technology solution services.

Wompi Merchant: It is the natural or legal person that has been enabled by WOMPI so that through the Wompi Services Users can pay for their goods or services.

Users: It is the natural or legal person who makes a payment or transfer through Wompi's services to acquire the goods or services of the Wompi Merchants.

2. PURPOSE: These terms and conditions detail the operation, use and functionality of the electronic payment gateway called WOMPI, which may be used by the user as a secure means to make electronic payments to suppliers of goods and services through the Internet. The User may use this service free of charge.

3. DECLARATIONS: The User knows and accepts that:

You have carefully read and agree to these T&C Users before making a payment or transfer through Wompi's Services

It has the legal capacity to accept these T&C Users and understands that WOMPI presumes this fact to be true, since it does not have the tools to know it previously.

These T&C Users are also available on the www.wompi.sv website, in the [Terms and Conditions](#) link. You can electronically download these T&C Users and keep an electronic copy for your personal file.

With the acceptance of these T&C Users is enabled to make a payment or transfer through the Wompi Services.

Goods or services that are purchased by payment or transfer through the Wompi Services are offered solely and exclusively by Wompi Merchants.

Making a payment or transfer through the Wompi Services does not have a fee in favor of WOMPI, but WOMPI may, from time to time, charge for such transactions, for which it will give prior notice.

WOMPI is not a party to or has an interest in the contracts, agreements or any legal relationship that exists between the Wompi Merchant and the User.

WOMPI does not participate in the chain of production, distribution, import, export or marketing of the goods or services offered by the Wompi Merchant to the Users.

WOMPI also does not grant any type of guarantee, endorsement or sponsorship to the goods or services offered by the Wompi Merchant to the Users.

WOMPI will assume all the information and data provided as true, so the User authorizes its verification before any national or foreign person or entity.

WOMPI is not an agent, representative or agent of the Wompi Merchant for the sale of its goods or services nor is there any employment relationship with the Wompi Merchant. The Wompi Merchant shall at all times act in his or her own name.

The Wompi Services through which you can make a payment or transfer are provided AS IS, i.e. as described in these T&C Users, without any other express or implied warranty.

When you make a payment or transfer through the Wompi Services, you do so at your own risk.

Wompi does not raise funds, nor does it receive bank deposits from the public. For the Aggregator Service, Wompi collects the value of the payment or transfer made by the User in his capacity as agent of the Wompi Merchant, since these resources are delivered to the Wompi Merchant in accordance with the agreed instructions.

4. GENERAL

WOMPI may, at any time and at its discretion, disqualify the User from making a payment or transfer and, therefore, terminate this agreement, without prior notice being required to do so.

The T&C Users that apply are those in force at the time of payment or transfer through Wompi's Services.

The User may at any time stop making payments or transfers through the Wompi Services.

WOMPI will establish the maximum and minimum amounts for the User to make the payment or transfer through the Wompi Services.

WOMPI does not warrant that the Wompi Services will be available at any specific time or location, without interruption, error-free, defect-free, or secure, that any defects or errors will be corrected, or that the Services will be free of viruses or other security threats. The Wompi Services will be those available at the time the User makes the payment or transfer. WOMPI will never access the equipment or technology of the User, who is exclusively responsible for the management or administration of it.

WOMPI presumes that all payments or transfers are made by the owner of the means of payment.

WOMPI may notify the User of the result of the payment or transfer transaction through the e-mail address provided by the User.

WOMPI reserves the absolute right, in its sole discretion, to refuse, refuse to complete or reverse any payment or transfer that WOMPI has any reason to believe is not authorized or made by anyone other than the owner of the means of payment, which may violate any law, rule or regulation, or pursuant to Wompi's internal policies. In no case will WOMPI be liable for any damages or losses that may be generated for the User.

The taxes that may be generated by the User for payment through the Wompi Services will be assumed by the User in accordance with Salvadoran legislation.

By using the payment services with BITCOIN, the User authorizes Wompi to verify, process and share his/her personal data for the customer's knowledge (such as name, date of birth, email), with the providers involved in the processing of digital payments and cryptocurrencies, as well as the information that is necessary for the execution of the transactions.

Transactions are subject to regulatory compliances and "know your customer" monitoring standards and prevention of money laundering and fraud, among others.

The processing time of BITCOINS transactions will depend on the network that the User selects to use for their transaction (Lightning or BTC).

WOMPI warns the User that when making payments with BITCOINS, the electronic wallet used by the User may charge commissions or charges according to the obligations that the User has agreed with the provider of said wallet.

5. CONDITIONS FOR PAYMENT OR TRANSFER

It is the User's obligation to provide all the information requested by WOMPI to send the payment or transfer request. The User must also have sufficient funds to support the value of the transaction made with the means of payment.

Wompi will use the information and personal data only for the processing of payment transactions that the User makes through the Wompi services. Therefore, Wompi will not store personal information or the means of payment used by the User, except in the services that the User authorizes, in order to facilitate the payment experience or, for example, in payment transactions with BITCOIN, of which the data processing has been described above.

The User may only make the payment or transfer with the means of payment enabled by Wompi at the time of the transaction.

When the means of payment is BITCOIN, WOMPI will show the amount in dollars and an estimate in its equivalent in BITCOIN, which, due to the volatility of BITCOIN with respect to the dollar of the United States of America, said value could be adjusted at the time of processing the purchase.

By their nature, transactions made with Bitcoin cannot be reversed. Any refund that the Wompi Merchant must make to Users must be made in dollars.

6. PROHIBITIONS OF USE FOR USERS

The User is responsible for the correct use of the Wompi Services in accordance with the purposes stipulated in these T&C Users and the regulations in force.

The User must not use the Wompi Services to make cash advances or to manipulate, process or transmit resources to third parties. You may also not

purchase goods or services resulting from unlawful or Prohibited Activities, as stipulated in the Wompi Merchants Terms and Conditions of Use, published in <https://wompi.sv>

The User may not make a payment or transfer through the Wompi Services to commit Illegal or Prohibited Activities, according to the legislation applicable to the case.

7. LIMITATION OF LIABILITY

Under no circumstances shall WOMPI be liable for any indirect, punitive, incidental, punitive, special, consequential damages, lost profits, loss of business opportunity, or loss of reputation resulting from the use of, inability to use, or unavailability of the Services. Nor shall it be liable for any damages resulting from or related to hacking, manipulation or any unauthorized access or use of the Wompi Services, the data, servers, infrastructure of the Wompi Merchant or the User, for errors in the use or implementation of anti-fraud measures, security controls or any other security measures, or by the illegal actions of third parties.

The User knows and accepts that WOMPI's contractual liability will be limited to material, direct, quantifiable, verifiable and foreseeable damages, attributable to the actions or omissions of WOMPI even for slight fault, who will be understood to have the degree of diligence required of a merchant in the ordinary course of his business.

Under no circumstances shall WOMPI's liability, and on an aggregate basis, exceed the value of the payment or transfer that the User made through the Wompi Services that is the subject of dispute.

8. DISPUTES

The User is aware that the disputes generated by the payments or transfers made through the Wompi Services are procedures beyond the control of WOMPI because they are carried out between the issuing entity of the means of payment or the User's financial institution and the Wompi Merchant. The Wompi Merchant is fully responsible for attending to dispute requests and sending all required documentation, however, WOMPI may mediate in the resolution of the dispute without WOMPI being considered a party under any circumstances.

9. CONTACT INFORMATION

The User may request information from WOMPI via email soporte@wompi.sv. You can also contact us through the Wompi Online Chat on the <https://wompi.sv> website. In any case, any request from the User regarding the good or service purchased must contact the Wompi Merchant directly.

10. OTHER PROVISIONS

Modification. These T&C Users may be modified at any time, at WOMPI's discretion. Any update will be available to Users on the <https://wompi.sv> website, or in any other means that WOMPI deems appropriate, indicating the effective date of the corresponding modification or update, as applicable. Only the modification that is in force at the time of making the payment or transfer is binding.

Applicable Law and Jurisdiction. These T&C Users will be governed by the regulations in force in the Republic of El Salvador. Any disputes that arise shall be submitted to the competent jurisdictional authorities in the city of San Salvador for decision.

Agreement of Wills. For procedural purposes, these T&C Users together with the acceptance log, personal data and the verification of information of the means of payment provided by the user will constitute the agreement of wills to demand the fulfillment of all the obligations and benefits contained therein.

No Waiver. The non-exercise of the rights established in these T&C Users in favor of WOMPI will not be understood as a waiver by the latter of such rights, nor does it entail changes in the User's responsibilities.

Cession. WOMPI may, without prior notice, assign these T&C Users or any right or obligation arising therefrom to third parties. The User may not assign these T&C Users or the obligations and rights enshrined herein, without the prior written authorization of WOMPI.