

General Terms & Conditions

Effective 23 November 2020. Last amended 16 November 2021.



1. What do you need to know about these terms?

These conditions set out some specific information about the following services (collectively referred to as the app services):

- Nova App (or Platform), accessible through <https://secure.novafinance.me/>

These conditions also have information about your responsibilities, privacy, access to app services and how we tell you about changes.

It is important that you read and understand these conditions before using any of our app services. By using our app services, you agree that these conditions apply to you and you will comply with them. Other terms and conditions will also apply to your use of our services, such as specific account terms and conditions and the General Terms and Conditions.

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2. A glossary of the terms we use

Account Number

Is the unique number that will identify you in our system.

Business Day

Our company is fully digital, but our systems operate under the GMT+13 time-zone, so a business day is any day, except when it is Saturday or Sunday on the given time-zone.

Entry

Is a description that will help you to understand your account transactions.

External Wallet

Means any crypto wallet that is not managed by us.

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Fund Account

When we say “fund account” we mean the act of transferring funds from an external wallet to your account.

Internet App

Internet App means our online platform, that allows you to do things like check your account balance and make electronic transfers.

Mobile Device

Can be a smartphone, a tablet or any other device that allows you to communicate with us using the internet.

PIN

Your PIN is a 4-digit number that you will use to prove your identity every time you contact or instruct us to do something with your account.

Redeem Funds

When we say “redeem funds” we mean the act of transferring your funds from our account to an external wallet.

We, us and our

It means Nova or any other companies, subsidiaries or affiliates that relates to it.

You

It means the person or persons we have provided any services, products, or accounts.

3. General information about these conditions and the services we provide you

We can change these conditions

We can change or upgrade any app service. We can also change these conditions or our fees at any time. We will let you know what is happening at least 14 days before we make any changes by posting it in our website.

We can charge you fees

You agree we can take our fees and charges from your nominated account. You are responsible for all charges charged by an internet service provider, mobile or telephone operator when you access any app service.

You may refer to our fees schedule to understand the fees that apply for each of our services.

Your personal information

All your personal information will be stored in one of our servers across the globe and we will not disclose, distribute, or sell your information to third parties, unless:

- You are suspected to be engaged with terrorist or criminal organisations.



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- You are suspected to have committed fraud.
- You are suspected to have provided us with false or misleading information.
- You are being investigated or are suspected to have committed tax evasion.
- You previously agree with that.

How to give us feedback or solve any problems you may have

The easiest way to communicate with us, either to give us your feedback on our services or to solve any problems you might have had, is to send us an email. You will find our support email address on our website.

We reserve our right to exercise our rights

Even if we do not immediately exercise a right we have under these conditions, we can still do it in the future.

4. How to use your account with us

Access to your account and availability of the services

You can access and operate an account only if you:

- Are the only signatory and account holder.
- Were authorised, in writing, by the only signatory or account holder, to operate the account, with no access or information restrictions.

Our services are usually available 24 hours a day and 365 days a year, except for downtime allowed for system maintenance. Though, as we rely on third parties to run part of our services (such as software providers, for example), there may be other times when our systems might not be available, and you agree and accept that.

We can block, suspend, or terminate your access to your account, including suppressing access to specific functions within the system, without telling you, at any time. And if we do it, you will be required to provide an external wallet number so we can transfer your funds over, unless:

- You are suspected to be engaged with terrorist or criminal organisations.
- You are suspected to have committed fraud.
- You are suspected to have provided us with false or misleading information.
- You are being investigated or are suspected to have committed tax evasion.
- We have received formal instructions from a recognised government authority not to do so.

If we do not get a wallet number from you within 30 days from our request, your funds may be pooled and sold to other users.

You can stop using your account at any time, without telling us, and we can guarantee your account will remain active for at least 120 days. After that period, we may contact you to ask if you want to keep using your account or not, and if you fail to respond us within the 60 days following our last contact attempt, your account may be closed.

We can act on instructions



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You accept that our authority to process instructions on your accounts comes from the use of your PIN. You agree that we have that authority whether or not you have actually given authority for the instruction. You agree that we may do any of the following things:

- Act on an instruction received through the app services without checking your identity.
- Delay acting on an instruction.
- Ask you for more information before acting on an instruction.

You may not be able to cancel or change instructions once issued.

When we will reimburse you

We will reimburse you on direct losses you may incur that are caused by any of the following:

- Any of our team members acting fraudulently.
- Any faulty, expired or cancelled part of an app service.
- An unauthorised transaction when we found it is clear you have not contributed to the loss

When we will not reimburse you

We will not reimburse you on direct losses you may incur that are caused by any of the following:

- Any loss or damage to your mobile device resulting from your access or use, or attempted access or use of our app.
- Any loss or damage resulting from an inability of your mobile device to access our app.
- Any information, content, or data you give us.
- Any loss caused by the disclosure of your PIN as a result of your use of a mobile device, a telephone which is part of a PABX system or a cordless phone in using Phone Services or if a Phone Service instruction you make using a cordless phone is corrupted.
- Any loss or damage you or any other person may suffer because of action we have taken or not taken on any message from you.
- Any loss you suffer in connection with any failed or declined transactions.

We will not reimburse you for any loss or damage you or any other person may suffer in connection with situations outside of our control, including:

- Where you cannot use our app services because of a power or communication line failure.
- Failure to connect to the internet.
- A malfunction of any equipment (including telecommunications equipment) that supports our app services.
- Loss caused by any third-party products or services.

We will do our best to make sure you have continuous access to the app services. However, we are not responsible for any loss you suffer because you cannot use the app services, or due to delays or errors in processing your instructions caused by a third party.

About PayPal, credit, and debit card funding

We currently offer PayPal integration and might in the future implement a direct gateway to accept direct credit and debit card payments for you to fund your account. As we see it as a powerful tool to enable and facilitate newcomers entering the crypto space, it must come with additional protective measures to ensure compliance, the health of our own business, our own clients' security, and to avoid general misuse of our platform. With that in mind, effective immediately, the following terms will apply



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to any funding procedure involving credit or debit cards in our platform, there included PayPal and/or any other service provider or gateway we decide to make available in the future:

- Funds deposited via PayPal with debit or credit cards will have a 14-day cooldown period for crypto withdraws to any supported network if the amount to be withdrawn is greater than USD 50, or equivalent in any cryptocurrency.
- Funds deposited via PayPal with debit or credit cards will have a 40-day cooldown period for withdraws directly to your bank account, regardless of the amount to be withdrawn.
- We reserve the right to extend the cooldown period at our discretion if we think the transaction is fraudulent or suspicious.
- We reserve the right to cancel your transaction altogether and issue a refund in case of misuse, fraud or suspected illegal activity – eg. money laundering.
- If your transaction is cancelled, you might still incur in fees, which will be discounted from your account. If you don't have enough funds to cover these fees, your account will be overdrawn.
- We reserve the right to cap daily withdraws from specific users in case of misuse or to secure liquidity to the healthy functioning of the platform.
- We reserve the right to defer withdraw requests for specific assets, coins, or tokens, if there is not enough liquidity in our pools for it to be processed within 24 hours from the lodgement of the withdraw request. Cases in which we will offer you an asset swap and withdraw at zero cost if you don't want to wait the longer processing time for your withdraw request.

During the cooldown period, the funds can be freely used within the platform, with absolutely no constraints or restrictions.

5. Where to find information and support

We endeavour to give you all the information you need to operate your account freely and independently. You can find a rich repository of information in our own website. There you should have the answers for most of your questions, but in case you still can't find what you are looking for, you will be able to contact us via email or fill our online contact form.

6. Your eligibility

To use our services, you need to have at least 13 years of age by the time your account was open, and a fully functional Nova account, previously verified and authorised by us.

7. Content and information

We have made every effort to ensure that the information contained in our app services is complete, accurate and as up to date as possible. However, all information contained in our app services is subject to change.

Our app services contain some information provided to Nova by third parties. We are not responsible for the accuracy of information from third parties.

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By using our app services, you acknowledge that our app services contain proprietary content, information and material owned by us and our licensors, which is protected by applicable intellectual property and other laws. By using our app services, you agree that you will not make any unauthorised use of any of our proprietary content, information or material provided or made available through our app services.