

PAYPILOT TERMS OF SERVICE

Effective Date: [●]

1. INTRODUCTION

These Terms of Service ("Terms") govern the access to and use of the PayPilot Platform, mobile applications, software solutions, digital asset wallet services, payment services, card-related functionality, and all associated products and services made available under the PayPilot brand.

By accessing, registering for, downloading, installing, or using any PayPilot Services, the User acknowledges that they have read, understood, and agreed to be legally bound by these Terms.

If the User does not agree with any provision of these Terms, the User must immediately discontinue use of the Services.

The Services are available only to individuals and legal entities that satisfy the eligibility requirements set forth herein and comply with all applicable laws and regulations.

2. CORPORATE STRUCTURE AND SERVICE PROVIDERS

2.1 Contracting Entity

The PayPilot Platform is operated by:

PILOT INNOVATION SP. Z O.O.

Republic of Poland

("PayPilot", "Company", "we", "us", "our")

PILOT INNOVATION SP. Z O.O. is the sole contracting party with respect to these Terms and acts as the operator of the PayPilot Platform and customer-facing services.

2.2 Technology Platform Provider

PILOT INNOVATION SP. Z O.O. owns, develops, licenses, maintains and operates the following products and technological components:

- PayPilot® trademark and related intellectual property;
- PayPilot Mobile Application for Google Play;

- PayPilot Mobile Application for Apple App Store;
- Customer Web Portal;
- Merchant Portal;
- API Infrastructure;
- Payment Processing Infrastructure;
- PCI DSS Level 4 Compliant Environment;
- Wallet Management Software;
- Transaction Monitoring Systems;
- Risk Management Systems;
- Customer Support Systems;
- AML Monitoring Systems;
- KYC and KYB Systems;
- All software modules and technological components forming part of the PayPilot ecosystem.

2.3 Custody and Exchange Provider

Certain cryptocurrency-related services available through the PayPilot Platform are provided with the involvement of:

NEXORA FINTECH LTD.

Commercial Register Number: 16862243

Registered Address:

128 City Road,
London,
United Kingdom,
EC1V 2NX

Foreign Money Services Business Registration:
N300000123 (Canada)

NEXORA FINTECH LTD. acts as:

- Digital Asset Custody Provider;
- Private Key Controller;
- Crypto-Asset Safeguarding Provider;
- Exchange Liquidity Provider;
- Crypto Settlement Provider;
- Blockchain Transaction Execution Provider.

Users acknowledge that private cryptographic keys associated with custodial digital asset storage are controlled and maintained by NEXORA FINTECH LTD.

2.4 Card Programme Manager

Payment card functionality made available through the PayPilot Platform is provided in cooperation with:

Walletto UAB

or any successor card programme manager, issuer, electronic money institution, payment institution or regulated financial partner designated by PayPilot or NEXORA FINTECH LTD.

3. DEFINITIONS

For the purposes of these Terms:

"Account" means a user account registered within the PayPilot Platform.

"Business Customer" means any legal entity, sole trader, entrepreneur or professional user accessing the Services for commercial purposes.

"Custodial Wallet" means a digital asset wallet made available through the PayPilot Platform where the User retains beneficial ownership of digital assets while custody and private key management are performed by NEXORA FINTECH LTD.

"Digital Assets" means cryptocurrencies, virtual assets, stablecoins, tokens and any blockchain-based assets supported by the Platform.

"Platform" means all websites, mobile applications, APIs, software modules, processing systems and infrastructure operated by PayPilot.

"Services" means all services offered through the Platform.

"User" means any individual or legal entity using the Services.

"Wallet" means the PayPilot Custodial Wallet.

4. CUSTODIAL WALLET FRAMEWORK

4.1 Custodial Nature of the Wallet

The PayPilot Wallet is a custodial wallet solution.

Users expressly acknowledge and agree that:

- (a) the Wallet is not a self-custodial or non-custodial wallet;
- (b) private cryptographic keys are not controlled by the User;

(c) private cryptographic keys are managed through custody arrangements maintained by NEXORA FINTECH LTD.;

(d) Users do not receive seed phrases, recovery phrases, mnemonic phrases or private keys associated with custodial wallets maintained through the Platform.

4.2 Ownership of Digital Assets

Nothing in these Terms shall transfer ownership of User Digital Assets to PayPilot or NEXORA FINTECH LTD.

Subject to applicable law and regulatory obligations, Users remain the beneficial owners of Digital Assets held through custodial arrangements.

4.3 Safeguarding

Digital Assets held through the Platform shall be maintained in accordance with applicable safeguarding, security, operational risk management and custody procedures adopted by NEXORA FINTECH LTD. and PayPilot.

PayPilot does not guarantee protection against all operational, cyber, market or blockchain-related risks.

5. ELIGIBILITY, ACCOUNT REGISTRATION AND USER STATUS

5.1 Eligibility

To access and use the Services, the User must:

- (a) be at least eighteen (18) years of age;
- (b) possess full legal capacity under applicable law;
- (c) not be subject to sanctions, restrictions, embargoes, or prohibitions imposed by any competent authority;
- (d) not be located in any restricted jurisdiction designated by PayPilot from time to time;
- (e) provide complete, accurate, and up-to-date information during onboarding and throughout the relationship.

5.2 Business Customers

Legal entities, entrepreneurs, merchants, corporate clients and professional users shall be classified as Business Customers.

PayPilot reserves the right to request additional information, documentation and verification procedures for Business Customers.

5.3 Account Registration

The User must create and maintain an Account in order to access the Services.

The User shall:

- provide accurate information;
- maintain the accuracy of information;
- promptly notify PayPilot of material changes;
- maintain the confidentiality of login credentials.

PayPilot reserves the right to reject, suspend, limit or terminate any Account at its sole discretion where required by law, regulation, risk management policies or operational considerations.

5.4 Account Verification

The User acknowledges that access to certain Services may be restricted until identity verification procedures have been successfully completed.

Additional verification may be required at any time during the business relationship.

6. KYC, KYB, AML AND SANCTIONS COMPLIANCE

6.1 Compliance Framework

PILOT INNOVATION SP. Z O.O. maintains and operates customer identification, verification, transaction monitoring and compliance controls designed to comply with applicable Anti-Money Laundering ("AML"), Counter-Terrorist Financing ("CTF"), sanctions and financial crime prevention obligations.

6.2 Verification Requirements

Users shall provide all information reasonably requested by PayPilot, including:

- identity documents;
- proof of address;
- source of funds information;
- source of wealth information;
- corporate documentation;
- beneficial ownership information;
- transaction supporting documentation.

6.3 Ongoing Monitoring

PayPilot may conduct ongoing monitoring of:

- user activity;
- wallet activity;
- transaction activity;
- payment activity;
- blockchain activity;
- sanctions exposure;
- adverse media exposure.

Users acknowledge that monitoring may continue throughout the duration of the business relationship.

6.4 Enhanced Due Diligence

PayPilot may require Enhanced Due Diligence ("EDD") where higher-risk circumstances are identified, including:

- politically exposed persons;
- high-risk jurisdictions;
- unusual transaction activity;
- large transactions;
- complex ownership structures;
- elevated sanctions exposure.

6.5 Refusal to Cooperate

Failure to provide requested information may result in:

- transaction delays;
- service limitations;
- account suspension;
- account termination;
- regulatory reporting.

6.6 Sanctions

Users represent and warrant that they:

- (a) are not designated on any sanctions list;
- (b) are not owned or controlled by sanctioned persons;
- (c) are not acting on behalf of sanctioned persons;
- (d) are not located within prohibited jurisdictions.

PayPilot reserves the right to immediately restrict or terminate access where sanctions concerns arise.

7. DIGITAL ASSET SERVICES AND EXCHANGE OPERATIONS

7.1 Services

The Platform may provide:

- cryptocurrency purchases;
- cryptocurrency sales;
- crypto-to-crypto exchanges;
- crypto-to-fiat exchanges;
- fiat-to-crypto exchanges;
- wallet services;
- transfer services;
- card funding services;
- merchant payment functionality.

7.2 Exchange Services

Exchange functionality is facilitated through NEXORA FINTECH LTD.

Users acknowledge that exchange rates may vary and are determined based on:

- market conditions;
- liquidity availability;
- transaction size;
- operational costs;
- applicable fees.

7.3 Transaction Finality

Blockchain transactions are generally irreversible.

Once a transaction has been executed and submitted for settlement:

- it may not be cancelled;
- it may not be reversed;
- it may not be amended.

7.4 Delays

Transactions may be delayed due to:

- compliance reviews;
- security reviews;
- blockchain congestion;
- technical maintenance;
- third-party provider requirements;
- regulatory obligations.

PayPilot shall not be liable for delays outside its reasonable control.

7.5 Transaction Monitoring

All transactions are subject to monitoring and review.

PayPilot reserves the right to:

- reject transactions;
- suspend transactions;
- delay transactions;
- request additional information;
- report suspicious activity to competent authorities.

8. FEES AND CHARGES

8.1 Service Fees

Users agree to pay all fees associated with the Services.

Applicable fees may include:

- wallet fees;
- exchange fees;
- processing fees;
- withdrawal fees;
- card fees;
- blockchain fees;
- third-party fees.

8.2 Fee Disclosure

Applicable fees shall be disclosed through:

- the Platform;
- fee schedules;
- transaction confirmations;
- applicable service disclosures.

8.3 Third-Party Charges

Certain charges may be imposed by:

- banks;
- card schemes;
- payment institutions;
- custodians;
- blockchain networks;
- liquidity providers.

Such charges are outside PayPilot's control.

8.4 Fee Changes

PayPilot reserves the right to amend fees at any time.

Where legally required, reasonable notice shall be provided before material fee changes become effective.

9. PAYPILOT CARD SERVICES

9.1 Card Programme

Card functionality is provided through regulated partners, including Walleto UAB and any successor provider designated by PayPilot.

9.2 Card Eligibility

Card issuance remains subject to:

- successful verification;
- compliance approval;
- jurisdictional eligibility;
- partner acceptance criteria.

Approval is not guaranteed.

9.3 Card Funding

Cards may be funded through:

- fiat balances;
- approved transfers;
- crypto-to-fiat conversions.

9.4 Partner Terms

Certain card services may additionally be governed by:

- cardholder agreements;
- issuer terms;
- payment network rules;
- partner disclosures.

Users agree to comply with such requirements.

9.5 Suspension

Card services may be suspended where:

- fraud is suspected;
- compliance concerns arise;
- security incidents occur;
- partner requirements require suspension.

10. DIGITAL ASSET RISK DISCLOSURE

Users acknowledge that Digital Assets involve substantial risks.

These risks include, without limitation:

- extreme volatility;
- total loss of value;
- technological failures;
- smart contract vulnerabilities;
- hacking incidents;
- blockchain network failures;
- liquidity shortages;
- regulatory changes;
- taxation consequences;
- market manipulation.

Past performance does not guarantee future results.

Nothing available through the Platform constitutes:

- investment advice;
- financial advice;
- legal advice;
- tax advice;
- accounting advice.

Users remain solely responsible for evaluating the suitability of Digital Asset transactions.

11. SECURITY, ACCOUNT PROTECTION AND AUTHENTICATION

11.1 User Security Obligations

The User shall maintain adequate security measures to protect access to the Account, including:

- strong passwords;
- secure devices;
- secure email access;
- anti-malware protection;
- regular software updates.

The User is solely responsible for maintaining the confidentiality of login credentials.

11.2 Unauthorized Access

The User shall immediately notify PayPilot if:

- login credentials are compromised;
- unauthorized access is suspected;
- suspicious activity is detected;
- devices used to access the Platform are lost or stolen.

Failure to promptly notify PayPilot may result in the User bearing responsibility for resulting losses.

11.3 Security Measures

PayPilot may implement:

- multi-factor authentication;
- transaction verification procedures;
- device verification;
- biometric authentication;
- withdrawal verification controls;
- fraud prevention mechanisms.

Users agree to comply with all security procedures required by PayPilot.

11.4 Security Suspension

PayPilot may temporarily restrict access to an Account where:

- fraud is suspected;
 - unauthorized access is suspected;
 - security concerns arise;
 - regulatory obligations require intervention.
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12. PROHIBITED ACTIVITIES

12.1 General Prohibition

Users shall not use the Services for any unlawful, fraudulent, abusive or unauthorized purpose.

12.2 Prohibited Conduct

Users shall not:

- (a) violate applicable laws or regulations;
- (b) engage in money laundering or terrorist financing;
- (c) evade sanctions requirements;
- (d) engage in market manipulation;
- (e) use stolen payment instruments;
- (f) provide false information;
- (g) impersonate another person;
- (h) attempt unauthorized access to systems;
- (i) distribute malicious software;
- (j) exploit software vulnerabilities;
- (k) interfere with Platform operations;
- (l) facilitate illegal transactions.

12.3 Restricted Industries

PayPilot may prohibit transactions involving:

- illegal gambling;
- unlicensed financial services;

- sanctioned activities;
- illegal pharmaceuticals;
- weapons trafficking;
- human trafficking;
- counterfeit products;
- intellectual property violations;
- darknet marketplaces;
- any activity prohibited by applicable law.

12.4 Consequences

PayPilot may immediately:

- reject transactions;
 - freeze activity;
 - suspend services;
 - terminate Accounts;
 - report activity to authorities.
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13. INTELLECTUAL PROPERTY RIGHTS

13.1 Ownership

All intellectual property rights relating to the Platform remain the exclusive property of PILOT INNOVATION SP. Z O.O. or its licensors.

13.2 Protected Assets

Protected assets include:

- PayPilot® trademark;
- software source code;
- applications;
- APIs;
- databases;
- website content;
- graphics;
- interfaces;
- processing systems;
- business processes;
- documentation.

13.3 License

Subject to compliance with these Terms, Users receive a limited, non-exclusive, non-transferable and revocable license to access and use the Services.

No ownership rights are transferred to the User.

13.4 Restrictions

Users may not:

- copy software;
- reverse engineer systems;
- modify applications;
- create derivative works;
- use trademarks without authorization;
- exploit intellectual property commercially.

14. LIMITATION OF LIABILITY

14.1 Maximum Extent Permitted by Law

To the fullest extent permitted by applicable law, PayPilot shall not be liable for:

- indirect losses;
- consequential losses;
- incidental damages;
- special damages;
- lost profits;
- lost business opportunities;
- loss of goodwill;
- loss of data.

14.2 Third-Party Providers

PayPilot shall not be liable for acts, omissions or failures of:

- banks;
- payment institutions;
- card issuers;
- blockchain networks;
- liquidity providers;
- custodians;
- NEXORA FINTECH LTD.;
- Walleto UAB;
- internet service providers;
- telecommunications providers.

14.3 Blockchain Risks

PayPilot shall not be liable for losses resulting from:

- blockchain forks;
- network congestion;
- validator failures;
- protocol vulnerabilities;
- cyberattacks;
- smart contract failures.

14.4 Service Availability

Services are provided on an "AS IS" and "AS AVAILABLE" basis.

PayPilot does not guarantee uninterrupted operation.

14.5 Liability Cap

To the maximum extent permitted by applicable law, PayPilot's aggregate liability arising out of or relating to the Services shall not exceed the total fees paid by the User to PayPilot during the twelve (12) months immediately preceding the event giving rise to the claim.

15. INDEMNIFICATION

15.1 User Indemnity

The User agrees to indemnify, defend and hold harmless:

- PILOT INNOVATION SP. Z O.O.;
- NEXORA FINTECH LTD.;
- Walletto UAB;
- affiliates;
- directors;
- officers;
- employees;
- contractors;
- partners;

from and against any claims, liabilities, damages, losses, penalties, fines, costs and expenses arising from:

(a) breach of these Terms;

(b) violation of applicable law;

- (c) misuse of the Services;
- (d) fraudulent activity;
- (e) inaccurate information provided by the User;
- (f) disputes involving third parties.

15.2 Survival

This indemnity shall survive termination of the User relationship.

16. TERMINATION AND ACCOUNT CLOSURE

16.1 User Termination

Users may terminate their Account at any time, subject to completion of outstanding obligations.

16.2 PayPal Termination Rights

PayPilot may suspend or terminate Services immediately where:

- legal risks arise;
- compliance concerns arise;
- sanctions concerns arise;
- fraud is suspected;
- security concerns arise;
- these Terms are breached.

16.3 Effect of Termination

Following termination:

- access may be disabled;
- transactions may be completed or cancelled;
- regulatory obligations may continue;
- records may be retained.

16.4 Asset Withdrawals

PayPilot may require verification procedures before releasing Digital Assets or fiat balances following termination.

17. PRIVACY AND DATA PROCESSING

17.1 Data Collection

PayPilot may collect and process:

- identification data;
- contact information;
- transaction information;
- blockchain information;
- device information;
- compliance information.

17.2 Purpose of Processing

Data may be processed for:

- service delivery;
- identity verification;
- fraud prevention;
- compliance obligations;
- customer support;
- risk management.

17.3 Data Sharing

Data may be shared with:

- regulators;
- law enforcement;
- financial institutions;
- payment providers;
- NEXORA FINTECH LTD.;
- Walletto UAB;
- service providers.

17.4 Retention

Data may be retained for periods required by law, regulation, compliance requirements and legitimate business purposes.

18. GOVERNING LAW AND DISPUTE RESOLUTION

18.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Republic of Poland.

18.2 Jurisdiction

The courts of Poland shall have exclusive jurisdiction over disputes arising out of or relating to these Terms, except where mandatory consumer protection laws provide otherwise.

18.3 Regulatory Cooperation

Users acknowledge that PayPilot may cooperate with:

- financial regulators;
- law enforcement agencies;
- sanctions authorities;
- supervisory authorities;
- courts and tribunals.

18.4 Entire Agreement

These Terms constitute the entire agreement between the User and PayPilot concerning the Services.

18.5 Severability

If any provision of these Terms is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18.6 Amendments

PayPilot may amend these Terms from time to time.

Material changes shall be communicated through the Platform, email, website publication or other appropriate communication channels.

Continued use of the Services following the effective date of amendments constitutes acceptance of the revised Terms.

SCHEDULE A

SUPPORTED SERVICES AND JURISDICTIONS

A.1 Supported Services

Subject to applicable laws, regulations, compliance requirements and operational availability, PayPilot may provide the following services:

Wallet Services

- Custodial cryptocurrency wallet services;
- Digital asset storage;
- Wallet balance management;
- Wallet transaction history;
- Internal wallet transfers.

Exchange Services

Through NEXORA FINTECH LTD.:

- Fiat-to-Crypto exchange;
- Crypto-to-Fiat exchange;
- Crypto-to-Crypto exchange;
- Stablecoin conversion;
- Digital asset settlement services.

Payment Services

- Payment processing;
- Merchant payment services;
- Payment acceptance tools;
- Transaction reporting;
- Settlement management.

Card Services

Through Walletto UAB and affiliated partners:

- Virtual payment cards;
- Physical payment cards;
- Card funding services;
- Card transaction services;
- Card account management.

Technology Services

Provided by PILOT INNOVATION SP. Z O.O.:

- Mobile applications;
- Web applications;
- API services;
- Merchant tools;
- Customer portals;
- Transaction monitoring systems;
- PCI DSS compliant infrastructure.

A.2 Restricted Jurisdictions

PayPilot reserves the right to restrict, suspend or prohibit access to Services in certain jurisdictions.

Restricted jurisdictions may include countries subject to:

- sanctions;
- embargoes;
- elevated AML risks;
- regulatory restrictions;
- licensing limitations.

The current list of restricted jurisdictions may be published and updated by PayPilot from time to time.

A.3 Service Availability

Not all Services are available in all jurisdictions.

Availability may depend on:

- regulatory requirements;
- partner availability;
- compliance considerations;
- technical limitations;
- risk assessments.

SCHEDULE B

DIGITAL ASSET RISK DISCLOSURE STATEMENT

B.1 General Warning

Digital Assets are inherently risky and speculative.

Users should not acquire Digital Assets unless they fully understand the associated risks and are capable of sustaining a total loss of invested funds.

B.2 Market Risk

Digital Asset prices may:

- rise significantly;
- decline significantly;
- experience extreme volatility;
- become illiquid.

Past performance is not indicative of future performance.

B.3 Regulatory Risk

Governments and regulators may:

- prohibit Digital Assets;
- restrict Digital Assets;
- impose licensing requirements;
- introduce taxation obligations;
- prohibit certain transactions.

Regulatory changes may materially affect the value or usability of Digital Assets.

B.4 Technology Risk

Users acknowledge risks including:

- software failures;
- cyberattacks;
- blockchain vulnerabilities;
- protocol failures;
- smart contract exploits;
- validator failures;
- consensus failures.

B.5 Custody Risk

Digital Assets stored through custodial arrangements may be exposed to:

- operational failures;
- cybersecurity incidents;
- insolvency risks;
- service interruptions;
- third-party provider failures.

B.6 Stablecoin Risk

Stablecoins may:

- lose their peg;
- experience liquidity issues;
- become unavailable;
- be subject to regulatory intervention.

B.7 No Investment Advice

Neither PayPilot, NEXORA FINTECH LTD., Walleto UAB nor any affiliate provides:

- investment advice;
- financial advice;
- tax advice;
- legal advice.

Users must obtain independent professional advice where appropriate.

B.8 User Acknowledgement

By using the Services, the User confirms that:

- they understand Digital Asset risks;
- they accept those risks;
- they are solely responsible for investment decisions;
- they may lose all invested funds.

SCHEDULE C

FEES, THIRD-PARTY PROVIDERS AND SERVICE DISCLOSURES

C.1 Fee Framework

PayPilot may charge fees for:

- wallet services;
- exchange services;
- transaction processing;
- card services;
- withdrawals;
- deposits;
- account maintenance;
- premium services.

Current fees shall be disclosed through the Platform.

C.2 Third-Party Providers

Platform Operator

PILOT INNOVATION SP. Z O.O.

Functions:

- Platform operation;
- Wallet services;
- KYC/KYB;
- AML monitoring;
- Transaction monitoring;
- Customer support;
- Technology infrastructure;
- PCI DSS environment operation.

Custody and Exchange Provider

NEXORA FINTECH LTD.

Functions:

- Custody services;
- Private key management;
- Crypto-asset safeguarding;

- Exchange execution;
- Liquidity provision;
- Settlement services.

Card Programme Manager

Walletto UAB

Functions:

- Card programme management;
- Card issuance support;
- Payment card infrastructure;
- Card settlement services.

C.3 Third-Party Dependency Disclaimer

Users acknowledge that certain Services rely upon third-party providers.

PayPilot shall not be responsible for:

- actions of third-party providers;
- service interruptions;
- liquidity shortages;
- blockchain network issues;
- banking disruptions;
- card network outages.

C.4 Service Changes

PayPilot reserves the right to:

- add Services;
- remove Services;
- modify Services;
- replace providers;
- change supported assets.

Such changes may be implemented where required for legal, regulatory, operational or commercial reasons.

C.5 Supported Assets

The list of supported Digital Assets may be modified at any time.

PayPilot does not guarantee continued support for any specific Digital Asset.

Users are responsible for monitoring Platform announcements regarding supported assets and service changes.

SCHEDULE D

PRIVACY AND DATA PROCESSING SUMMARY

D.1 Introduction

PILOT INNOVATION SP. Z O.O. is committed to protecting personal data and processing information in accordance with applicable data protection laws, including the General Data Protection Regulation (GDPR) where applicable.

D.2 Categories of Data Collected

PayPilot may collect and process:

Identification Data

- Full name;
- Date of birth;
- Nationality;
- Government-issued identification numbers;
- Passport details;
- Identity verification information.

Contact Data

- Email address;
- Telephone number;
- Residential address;
- Mailing address.

Financial Data

- Transaction history;
- Payment instrument information;
- Wallet activity;
- Banking information;
- Source of funds information.

Technical Data

- Device information;
- IP addresses;
- Browser information;
- Application usage data;
- Security logs.

Compliance Data

- KYC documentation;
- KYB documentation;
- Sanctions screening results;
- Risk assessment results;
- AML monitoring records.

D.3 Purposes of Processing

Personal data may be processed for:

- Account creation;
- Service delivery;
- Identity verification;
- Fraud prevention;
- AML compliance;
- Regulatory reporting;
- Customer support;
- Security monitoring;
- Legal obligations.

D.4 Data Sharing

PayPilot may share information with:

- NEXORA FINTECH LTD.;
- Walletto UAB;
- Payment processors;
- Banking partners;
- Identity verification providers;
- Regulatory authorities;
- Law enforcement authorities;
- Technology service providers.

D.5 Retention

Data shall be retained for periods required by:

- Applicable law;
- Regulatory requirements;
- AML regulations;
- Legitimate business purposes.

D.6 User Rights

Subject to applicable law, Users may have rights including:

- Access;
- Rectification;
- Erasure;
- Restriction of processing;
- Data portability;
- Objection to processing.

Requests may be submitted through PayPal customer support channels.

SCHEDULE E

COMPLAINTS HANDLING PROCEDURE

E.1 Objective

PayPilot seeks to resolve complaints fairly, efficiently and consistently.

E.2 Complaint Submission

Complaints may be submitted through:

- Customer Support Portal;
- Mobile Application;
- Official Email Channels;
- Written Correspondence.

The complaint should include:

- User identification details;
- Description of the issue;
- Relevant transaction references;
- Supporting documentation.

E.3 Acknowledgement

PayPilot shall acknowledge receipt of a complaint within a reasonable period following submission.

E.4 Investigation

PayPilot may:

- Request additional information;
- Review transaction records;
- Consult third-party providers;
- Conduct compliance reviews;
- Investigate technical records.

Users shall cooperate fully during investigations.

E.5 Resolution

Upon completion of the investigation, PayPilot shall provide:

- A final response;

- Findings;
- Any remedial actions where appropriate.

E.6 Escalation

Where permitted by law, Users may escalate unresolved complaints to:

- Relevant regulatory authorities;
- Consumer protection bodies;
- Courts of competent jurisdiction.

E.7 Fraud and Compliance Cases

Where a complaint relates to:

- Fraud;
- Money laundering concerns;
- Sanctions issues;
- Regulatory investigations;

PayPilot may delay disclosure of information where required by law or regulatory obligations.