

AGREEMENT ON THE STORAGE OF THE CARDHOLDER'S CREDENTIALS

1. This Agreement on the Storage of the Cardholder's Credentials (hereinafter – the "Agreement") is entered into between you (hereinafter also referred to as – the "Cardholder") and Top Markets Solutions Ltd ("the Company") operating under the trade name Earn, a company established under the laws of the Republic of Cyprus, with registration number HE 272810, authorized and regulated by the Cyprus Securities and Exchange Commission (CySEC) under license number 158/11 and with registered address at 5 Esperidon, 4th floor, 2001 Nicosia, Cyprus (hereinafter – the "Merchant").
2. By ticking the relevant tick-box and/or clicking the "Add Money" button, you express full consent to this Agreement and authorize the Merchant and its payment processing service provider to store your name, surname, card expiry date, and PAN (card) number (hereinafter – the Credentials on File (COF)) and to initiate transactions on your behalf (hereinafter – Merchant-Initiated COF Transactions) and/or to process transactions initiated by you (hereinafter – Cardholder-Initiated COF Transactions), both by using the Credentials of File, as indicated below.
3. Disclosures of the Merchant:
 - 3.1. Your Credentials will be used for Cardholder-Initiated COF Transactions and Merchant-Initiated COF Transactions. This Merchant-Initiated COF Transactions include:
 - (a) Acquiring by the Merchant (accepting Cardholder's bank cards for payments for the transactions);
 - (b) Auto payment (upon the occurrence of certain conditions previously determined by the Cardholder);
 - (c) withdrawal of funds to an authorized Cardholder's card.
 - (d) standing settlement (in accordance with the Cardholder's instructions through special request).
 - 3.2. Description of services: Investment and Ancillary Services.
 - 3.3. Fixed date or interval of the Transaction: - Not applicable for Cardholder Initiated COF Transactions. For Merchant-Initiated COF Transactions it will be once per calendar month or more often, depending on your subscription or wishes.
 - 3.4. Event that will prompt the Transaction: The Transaction will be initiated if the Cardholder places a deposit on the Company's website or application. For Merchant-Initiated COF Transactions it will be once per calendar month or more often, depending on your subscription or wishes.
4. The following details in relation to this Agreement shall be included in the transaction confirmation: card number, transaction amount, surcharges (if applicable), transaction currency, transaction date, authorization code, and the Merchant's location.

5. You will be notified of any changes to the present Agreement 7 (seven) business days before such changes become effective in relation to scheduled (with fixed, regular intervals) Merchant-Initiated COF Transactions, and 2 (two) business days before such changes become effective in relation to Merchant initiated COF Transactions which are unscheduled or in relation to Cardholder Initiated COF Transactions.
6. The Agreement shall enter into force after successful authorization (or account verification) by your card issuer and receipt of your consent to this Agreement by the Merchant and shall be valid until terminated by you or by the Merchant according to the Cancellation policy.
7. The Cancellation and refund procedures of the Merchant are accessible in the General Terms of Business.
8. In case of any inquiries related to this Agreement, please contact us via email: support@earn.eu