

KP Pay Payment Account Terms and Conditions

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Effective as of 01 February 2023

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1. General Provisions

1.1. The relationship between KP Pay Limited – trade name KP Pay (hereinafter referred to as KP Pay) and the Customer in respect of the Customer's payment account(s) maintained and served by KP Pay shall be governed by these KP Pay Payment Account Terms and Conditions (hereinafter referred to as the "Terms and Conditions"), the applicable English laws and regulations as well as the principles of reasonableness, justice and good faith. The Customer shall also abide by KP Pay Privacy Policy, Acceptable Use Policy available on KP Pay website.

1.2. These Terms and Conditions is an important document which must be thoroughly examined by the Customer and the User before submitting an application for opening an Account. Please carefully read these Terms and Conditions before accepting them.

1.3. These Terms and Conditions shall come into force after the Customer and the User electronically expresses its consent to comply with them or otherwise indicate its agreement to abide by them and shall be effective for an indefinite period of time.

2. Key Definitions and Interpretation

2.1. In these Terms and Conditions the following words have the meanings set out below.

2.1.1. "Acceptable Language" shall mean English language.

2.1.2. "Acceptable Use Policy" – shall mean acceptable use policy available at KP Pay Website.

2.1.3. "Business Day" shall mean any day set by KP Pay on which KP Pay provides the Services to the Customers. KP Pay shall be entitled to set different Business Days for the provision of different Services.

2.1.4. "Confidential Information" shall mean, except as otherwise provided in these Terms and Conditions, all information (however recorded or preserved) disclosed by or exchanged between the Parties in connection with the Services, including, but not limited to:

2.1.4.1. the existence and terms of the Service Agreement;

2.1.4.2. any information provided by a Party in respect of itself or its business affairs; and

2.1.4.3. any information or analysis derived from the Confidential Information.

2.1.5. "Customer" or "you" shall mean the Account holder, who may be a natural person or legal entity using the Services.

2.1.6. "Customer Money" shall mean the funds transferred to the Account, kept in it and intended for performance of the Payment Transactions through the System.

2.1.7. "KP Pay" or "we" shall mean KP Pay Limited, a legal entity with registration number 12577896 and registered address at 483 Green Lanes, LONDON, N13 4BS; authorised by the FCA with a status of an Authorised Electronic Money Institution for the provision of payment services and issuing electronic money with a reference number 926498.

2.1.8. "KP Pay Account" or "Account" shall mean an account opened in the System in the name of the Customer and used to perform Payment Services or use other Services.

2.1.9. "KP Pay Website" shall mean the website at <https://kppay.co.uk>

2.1.10. "Fees" shall mean fees for the Services payable by the Customer. Fees are available at KP Pay Website or can be agreed by the Customer and KP Pay individually.

2.1.11. "Identification" shall mean identification and verification of the identity of the Customer, User or related person in accordance with the procedure established by KP Pay.

2.1.12. "Identity Authentication Measures" shall mean the signature, electronic signature of the User or Customer, personal identification number assigned (issued) to the Customer or User, the e-mail and telephone number of the Customer or User or other means (passwords, codes, keys etc.) used for validation of the identity of the User or Customer in the manner agreed by KP Pay and the User or Customer and authorisation of the Payment Transactions.

2.1.13. "Party" shall mean KP Pay or the Customer.

2.1.14. "Password" shall mean any code of the Customer or User created in the System or a code provided to the Customer or User by KP Pay for the access to the User Account and/or the Account or initiation and management of different Services provided by KP Pay and/or initiation, authorisation, execution, confirmation and receipt of the Payment Transactions.

2.1.15. "Payer" shall mean a natural or legal person which is indicated as the transferor of funds in the Payment Transaction.

2.1.16. "Payee" shall mean a natural or legal person which is indicated as the recipient of funds in the Payment Transaction.

2.1.17. "Payment Order" shall mean an online order from the Payer or the Payee to KP Pay to execute a Payment Transaction.

2.1.18. "Payment Transaction" shall mean crediting of incoming payments or credit transfers of money initiated by the Payer or the Payee.

2.1.19. "Payment Service" shall mean the payment services provided by KP Pay to the Customer as defined in the license of the electronic money institution issued to KP Pay, including all transactions related to keeping of the Account, Payment Transactions and other payment services as may be included in the license from time to time.

2.1.20. "Personal Data" shall mean any information relating to a natural person (data subject) who is known or who can be identified directly or indirectly by reference to such data as a personal identification number or one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

2.1.21. "Politically Exposed Person" shall mean an individual who is or have been entrusted with prominent public functions, for example Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials.

2.1.22. "Privacy Policy" – means KP Pay privacy policy available at KP Pay Website.

2.1.23. "Service" shall mean the specific service provided by KP Pay to the Customer, including Payment Service.

2.1.24. "Service Agreement" shall mean an agreement on the provision of Services between KP Pay and the Customer concluded by means of acceptance by the Customer of these Terms and Conditions, Privacy Policy, Fees, Acceptable Use Policy or any other documents governing KP Pay Services, as the case may be.

2.1.25. "Statement of Account" shall mean a document drawn up and provided by KP Pay stating information on the Payment Transactions carried out on the Account during the respective period.

2.1.26. "System" shall mean a software solution enabling the Customer to provide orders to KP Pay by electronic computerised communication means with the purpose of managing the funds in the Account and exchanging information with KP Pay.

2.1.27. "Unique identifier" shall mean a combination of letters, numbers or symbols specified to the Customer by KP Pay and to be provided by the Customer to identify unambiguously another payment service user and/or the payment account of that other payment service user for a Payment Transaction.

2.1.28. "User" shall mean a natural person who is an authorized representative of the Customer for the purposes of the Services.

2.1.29. "User Account" shall mean an account opened for the User in the System under his username and defining his/her rights in the System. User Account is used to access Accounts and use Services.

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2.2. A reference to any statute, statutory provision or regulation will be construed as a reference to the same as it may be amended, modified or re-enacted from time to time.

2.3. Headings are included for convenience only and do not affect the interpretation of these Terms and Conditions.

2.4. The singular includes the plural and vice versa.

3. Identification and Authentication

3.1. Before start using the Services, you would be required to submit to KP Pay an application for opening of the Account, User Account or other Services, as well other documents and information required by KP Pay for Identification purposes.

3.2. You can apply to open an Account provided that:

3.2.1. If you are an Individual, you are at least 18 years of age.

3.2.2. If you are applying on behalf of a legal entity, you confirm that you have authority to bind the legal entity on whose behalf you use and/or access our Services and that legal entity accepts these Terms and Conditions.

3.2.3. You represent and warrant that your opening of an Account does not violate any laws or regulations applicable to you.

3.3. KP Pay may require Identification of the User, the Customer, representatives, directors, shareholders, beneficial owners of the Customer, cardholders, agents, intermediaries or other persons related to provision of the Services. By agreeing to these Terms and Conditions the Customer and User agree to Identification of these persons. KP Pay shall have the right to request repeated Identification at any time at its discretion.

3.4. The Customer or User agrees that for the purposes of Identification KP Pay may use the services of third party providers.

3.5. KP Pay shall be entitled to dismiss the application of the Customer or User without specifying any reasons; nevertheless, such dismissal must always be justified by substantive reasons which may or may not be disclosed by KP Pay to the Customer or User.

3.6. The Customer or User shall provide only full and accurate information in the application and any of its amendments thereafter.

3.7. If there is any change in information provided by the Customer or User to KP Pay, the Customer or User undertakes to notify KP Pay immediately. The Customer or User shall bear any losses that may occur due to the submission of invalid, incorrect or inaccurate Information to KP Pay.

3.8. When requested by KP Pay and in accordance with the procedure established by KP Pay, the Customer or User shall confirm the Account, the User Account, provision of the new Service or a part of the Service, carry out Identification or provide any other information reasonably required by KP Pay so that KP Pay could commence or continue provision of the Services.

3.9. KP Pay shall be entitled to request documents and/or relevant information on or related to the Customer or User which is reasonably required for Identification or proper provision of the Services. The Customer or User agrees to provide all necessary documents and information as may be reasonably required by KP Pay for the purposes of Services, including, but not limited to, the data and documents required for Identification, establishment of the origin of the funds or assets and Customer's business activities.

3.10. KP Pay reserves the right to close or set limitations on the Account or the User Account if the Customer or User does not comply with these Terms and Conditions or applicable laws and regulations, does not respond to reasonable requests of KP Pay or KP Pay is not able to verify the authenticity of information, data or documents provided for the purposes of Identification.

3.11. Identification may include the following (without limitation):

3.11.1. in case of a natural person, provision of a valid identity document with a photograph, signature, name and surname, personal identification number and/or date of birth (if available, personal identification number or any other unique sequence of symbols assigned to the person intended for identification of the person), number of the document, citizenship and other data evidencing the identity of the Customer or User; and

3.11.2. in case of a legal entity, provision of a certificate of incorporation (or a similar document), an extract from the register of legal entities (or a similar document) stating its name, legal form, place of registration and registered office, legal entity identification number (legal entity registration number or another code assigned in the register of legal entities) and documents evidencing the shareholders, controlling persons and ultimate beneficial owners of the legal entity.

3.12. KP Pay expressly reserves the right to request any other documents or information for Identification purposes.

3.13. KP Pay shall have full discretion to accept or decline any documents provided by the Customer or User for Identification purposes.

3.14. An authorized representative of the Customer having appropriate powers (the User) shall be entitled to use and operate the Account on behalf of the Customer and enter into transactions in the name of the Customer using the funds held at the Account. The User's authority to represent the Customer must be confirmed by the relevant document, including, but not limited to, articles of association, a resolution of a competent corporate body, a contract or a power of attorney.

3.15. KP Pay may require that the Customer who is a natural person does not use the authorized representatives in dealings with KP Pay in connection with the Services and deals with KP Pay directly on its own behalf.

3.16. KP Pay may request from the Customer or User additional information and/or documents related to the Customer or User or the operations performed by Customer, and to request the Customer or User to fill in and periodically update the application (Know Your Customer Questionnaire). All documents and information shall be drawn up and provided at the expense of the Customer or User and in the form required by KP Pay. If the Customer or User fails to provide any information and/or documents within the time limit specified by KP Pay, KP Pay shall be entitled to terminate or suspend provision of the Services.

3.17. If the Customer or User uses the System, submits a Payment Order, requests information on the Account, the User Account, the Customer Money, the performed Payment Transactions or other Services to be received by phone or e-mail, such Customer or User must be authenticated according to the Identity Authentication Measures, Passwords or by other means provided by KP Pay.

4. Signature

4.1. Generally, the Parties will exchange documents that require signature using UK recognized and reputable electronic signature solutions (e.g., DocuSign). At the same time, KP Pay reserves the right to request that the Customer or User signs the documents in the presence of KP Pay's representative, provides signed documents in a notarized form or delivers original signature pages of the relevant document.

4.2. The Customer or User agrees that the Identity Authentication Measures specified and verified at the moment of Identification (e-mail address, telephone number etc.) may be used for signature of the documents between the Parties.

4.3. The documents and Payment Order endorsed by the Identity Authentication Measures shall be deemed to be of the same legal force as the documents bearing a hand-written signature and the seal (if any) and shall be accepted as means of evidence in adjudication of any disputes between KP Pay and the Customer.

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5. Requirements to Document Form

5.1. The authenticity of the documents submitted by the Customer or User electronically may be verified by KP Pay by requesting originals or notarized copies of such documents or conducting independent third party searches.

5.2. If KP Pay has reasonable doubts regarding the authenticity or accuracy of the documents provided by the Customer or User, KP Pay shall be entitled not to fulfil the requests/orders provided by the Customer or User and request additional proof of the authenticity or accuracy of the documents provided by the Customer.

5.3. If the documents provided to KP Pay are executed outside of the United Kingdom, KP Pay may request that such documents be certified by apostille or legalised by other means.

5.4. The documents provided to KP Pay shall be made in the Acceptable Language or other language if agreed by KP Pay. If the documents provided to KP Pay are made in a different language, KP Pay may request that these documents are translated into the Acceptable Language or another language agreed by KP Pay, the translation to be signed by the translator and the authenticity of the signature to be attested by a notary.

5.5. Having accepted the documents made not in the Acceptable Language from the Customer or User, if necessary, KP Pay may arrange for translation of such documents into the Acceptable Language and the Customer or User will bear the relevant documented translation costs.

5.6. All costs of drawing up, delivery, approval and translation of the Customer's or User's documents provided to KP Pay shall be borne by the Customer or User.

5.7. KP Pay shall be entitled to keep and store the copies and originals (if any) of the documents provided by the Customer or User.

6. User and User Account

6.1. The User, who is a Customer, or whose powers to represent a Customer has been verified, shall be enabled to place Payment Orders by electronic computerised communication tools and manage the funds on the Account. The User Account will be created for the User in the System.

6.2. Only the User for whom the User Account was created can hold and operate the User Account, i.e. only the User shall be entitled to login to User Account. When KP Pay registers the User in the System and creates the User Account, KP Pay Account which is operated in accordance with the principles described in Paragraphs 8 and 9 hereof may be assigned to the User.

6.3. The User Account may be created only for a natural person. If the User is planning to use the System as a representative of a legal entity, the User shall certify that he is a duly authorised representative of such legal entity and provide the relevant supporting documents referred to above.

6.4. The User cannot have more than one User Account in the System. If for any reason multiple User Accounts for a single User have been created in the System, KP Pay will notify the User and will close such User Accounts leaving only one User Account operating. Failure to comply with the requirements of this paragraph 6.4 may result in the suspension or termination of the User Account or civil and criminal liability for the User.

6.5. A User can operate multiple KP Pay Accounts.

7. Fees

7.1. Fees are available on KP Pay Website or can be agreed by the Customer and KP Pay individually, in which case the Customer will be provided with the information on applicable Fees. The Customer will be required to confirm that it is fully aware of the Fees charged by KP Pay for the Services. Fees for currency conversion will be made available to the Customer before processing of its Payment Order.

7.2. If KP Pay changes the Fees, the Customer will be notified accordingly. The changes shall be effective irrespective of whether the Customer agrees to them or not.

7.3. The Fees due to KP Pay for a specific Payment Transaction will be deducted at the execution of that Payment Transaction. The Fees will be indicated to the Customer before execution of the Payment Transaction (unless the rules of the specific payment instrument specifies otherwise).

7.4. The Customer shall ensure that the funds held at the Account are sufficient for deduction of the Fees and execution of the relevant Payment Transaction, otherwise the Payment Transaction may not be executed.

7.5. KP Pay will deduct the Fees for a specific Payment Transaction in the same currency as the currency of the Payment Transaction and from the Account of the Customer which is debited or credited for the purposes of such Payment Transaction. If there is no sufficient funds on such Account, KP Pay may deduct the Fees from other Accounts of the Customer.

7.6. Monthly Fees, by default, shall be deducted in GBP.

7.7. KP Pay may deduct the amounts due from the Customer from the funds that the Customer receives into its Account, or from the funds that the Customer attempts to withdraw or send from its Account.

7.8. If the amount due from the Customer is in the currency which is different from the currency of the funds that the Customer holds on its Account(s), KP Pay will convert the amount that the Customer holds on its Account(s) to the currency of the amount due from the Customer to KP Pay.

7.9. KP Pay may freeze any amount on the Account that is under dispute with the Customer or any third parties until such dispute is resolved to the satisfaction of KP Pay.

8. Opening of the Account. Customer Money.

8.1. The Account is opened for the Customer for an indefinite period of time.

8.2. KP Pay will charge an application fee for any potential Customer that wishes to open the Account. The amount of such application fee will depend on the risk profile of the potential Customer. The application fee will be deducted from the initial transfer of funds by the Customer.

8.3. The Account will enable the Customer to transfer and hold money intended for transfers on its Account, carry out domestic and international money transfers, receive money to the Account, pay for goods and services and perform other operations directly related to money transfers.

8.4. The Customer Money held on the Account shall be considered as the Customer's owned funds in electronic form.

8.5. The Customer Money held on the Account does not constitute a deposit and KP Pay will not, in any circumstances, pay any interest on the Customer Money held on the Account and will not provide any other benefits associated with the period of time for which the Customer Money are held on the Account.

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8.6. When you transfer funds into your Account and/or you receive a payment into your Account, we shall (a) place the funds into segregated accounts held with authorised credit institutions; and/or (b) invest the funds into low risk assets held in a segregated account with financial institutions. These actions are taken to safeguard and protect the Customer Money in accordance with applicable laws and regulations.

8.7. As your Account is an electronic money account and not a bank account, you acknowledge that the Financial Services Compensation Scheme in the UK does not apply to your Account.

8.8. At the Customer's request, the Customer Money held on the Account may at any time be withdrawn to the Customer (in whole or in part). Withdrawal request may be sent in the form of a Payment Order for the transfer of the Customer Money from the Account to any other payment account specified by the Customer or by any other means as may be allowed by KP Pay from time to time.

8.9. No additional Fee for withdrawal of Customer Money will be charged, except for the regular Fee payable on the Payment Transaction.

8.10. KP Pay may require that Customer Money are withdrawn to the bank or payment account held in the name of the Customer.

8.11. If the Account is closed for any reason or there is no authorized User on such Account, the Electronic Money held on such Account shall be transferred to the account indicated by the Customer within 3 Business Days from the date of the relevant notice to the Customer from KP Pay.

8.12. If KP Pay fails to remit the Customer Money to the Customer at its request due to reasons beyond the control of KP Pay, the Customer shall be notified accordingly. The Customer shall immediately indicate another payment account or provide additional information necessary for remittance of the Customer Money (effecting of a payment) requested by KP Pay. If the Customer Money are not transferred from the Account because the Customer failed to provide to KP Pay details for the transfer, KP Pay will restrict access to such funds and will subsequently transfer the Customer Money to a payment account indicated by the Customer or User only subject to successful Identification of such person. KP Pay shall have the right to deduct from the Customer's funds the costs incurred by KP Pay as a result of safekeeping the funds and any other documented losses.

9. Operation of the Account

9.1. When the Account is opened for the Customer, the User Account(s) will be assigned to such Account and the relevant limits for the Payment Transactions may be set by KP Pay.

9.2. The User shall be entitled to manage the Account on behalf of the Customer by logging in to the User Account that has been assigned to the Account with his/her login name, Password and confirmation through other Identity Authentication Measures.

9.3. Money on the Account may be held in multiple currencies. The Customer who holds money on the Account in several currencies assumes the depreciation risk due to exchange rate fluctuations.

9.4. When a transfer other than credit transfer SEPA is performed and the Customer makes credit transfer from the Account to other payment accounts, KP Pay may be indicated as the Payer. However, the Payee may also be supplied with the following information, subject to the Payee's system:

9.4.1. Detailed information about the Payer-Customer is given in the field of the primary Payer (if the Payee's system is supported by the relevant e-banking or payment system); or

9.4.2. Detailed information about the Payer-Customer is given in the field of payment purpose.

9.5. If the Customer indicates incorrect Unique Identifier of the Payee and the Payment Order with such incorrect data is executed, KP Pay shall not bear any liability in connection with such Payment Order. In such case, KP Pay will make reasonable efforts to cancel the Payment Transaction and return the funds to the Account. Additional Fees may be charged by KP Pay for such assistance.

9.6. The Customer shall execute Payment Orders in strict compliance with the procedure indicated in the System and at KP Pay Website. The Payment Orders submitted by the Customer shall be clearly and unambiguously worded and express the intention of the Customer without any doubt. If the Customer makes an invalid transfer, invalid account crediting or indicates invalid payment transfer data and requests to revise the payment, additional fees may be charged.

9.7. The Customer shall immediately notify KP Pay if it becomes aware that for any reason the Customer is not entitled to the funds held on its Account. Such funds will be frozen by KP Pay and will be further transferred to a person that has a legal right to such funds without any Customer's instruction. If KP Pay is unable to do so due to the insufficiency of funds held on the Account, the Customer shall compensate the difference within 3 (three) Business Days from receipt of KP Pay's request.

9.8. KP Pay may establish at its sole discretion the transaction limits in respect of each specific Account, based on the criteria determined by KP Pay. KP Pay shall not be obliged to disclose such criteria. The Customer or User will be informed about the limits applied to the relevant Account.

9.9. The Customer shall have the right to request KP Pay to decrease or increase the transaction limits applied to its Account. Such requests will be considered by KP Pay based on the risk profile of the Customer. Increase or decrease of the transaction limits applied to Account may be permanent or temporary.

9.10. The Customer will be able to check the outstanding balance and all the transaction history on its Account (debits, credits and charged Fees) for any period as well as get the Statement of Account by logging in to the User Account.

9.11. The Customer shall not use the Services provided by KP Pay for any illegal purposes including, but, not limited to, legalization of money received from criminal or illegal activities.

9.12. In order to execute a Payment Transaction, the Customer will be required to submit a Payment Order in the System and confirm its consent by a one-time Password received by SMS or other Identity Authentication Measures. The Customer shall not be entitled to challenge the Payment Transaction performed by KP Pay if the Payment Order was confirmed in the said way.

9.13. Cancellation of the confirmed Payment Order by the Customer is possible only in exceptional cases and, in any case, is subject to the consent of KP Pay. Cancellation of the Payment Orders with the future execution date is allowed not later than till the end of the Business Day immediately preceding the future execution date. KP Pay shall not be liable if the requested cancellation of the Payment Order was not processed. KP Pay will charge a Fee for cancellation of the Payment Order.

9.14. The Customer may set a future date for execution of a Payment Order and/or provide that a Payment Order shall be executed subject to an incoming transfer. If on the indicated date the amount of Customer Money is sufficient, the Payment Order will be executed. A transfer to another KP Pay Account shall be executed on the same day and, in case a future date for execution is set, until 12.00 AM of the specified date

9.15. If the Payment Order contains incorrect information, the payment will not be executed unless, in exceptional cases, KP Pay corrects the details of the Payment Order and effects it under the normal procedure at its own initiative provided that it has enough information to make such corrections.

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9.16. If the amount of Customer Money on the Account is insufficient for execution of a Payment Order, it will not be executed. The System will attempt to execute the Payment Order for 5 (five) consecutive days following the receipt of the Payment Order. If after the expiry of this period the Payment Order has not been executed, it will be cancelled. If the amount of Customer Money on the Account is insufficient for a transfer in one currency, but there is a sufficient amount of Customer Money in another currency, the Customer may convert its Customer Money into the currency of transfer in question to procure its execution.

10. Requirements to the Payment Order

10.1. The Payment Order shall be deemed to be received by KP Pay (and the time limit for execution of the Payment Order shall start to run) on the day of its submission and confirmation by the Customer, and, if such day is not a Business Day, the Payment Order shall be deemed to be received on the next Business Day.

10.2. The Payment Order which is received by KP Pay on a Business Day outside the business hours shall be deemed to be received on the next Business day.

10.3. KP Pay shall be entitled to record and store any Payment Orders placed in the System and to record and store information on all Payment Transactions performed by the Customer. These records may be presented by KP Pay to the Customer and/or third persons (provided that they have a legitimate basis to request those) as evidence confirming the submitted Payment Orders and/or executed Payment Operations.

10.4. KP Pay shall have the right to refuse to execute a submitted Payment Order if there are reasonable doubts that the Payment Order has been submitted by an Authorised User, or the documents provided to KP Pay are false or the submitted Payment Order is illegitimate. In such case, KP Pay shall have the right to request additional documents and information from the Customer to allow KP Pay to execute the Payment Order. In doing so, KP Pay acts with a view to protect the legitimate interests of the Customer, KP Pay and/or other persons and, therefore, it shall not be liable for any losses caused by the refusal to execute the submitted Payment Order.

10.5. Before executing the Payment Order submitted by the Customer, KP Pay shall have the right to request the Customer to provide the documents confirming the legal source of funds that are the subject of the Payment Order, legal background of the Payment Transaction, Identification or other documents related to the Customer's business activities. If the Customer fails to provide the requested documents, KP Pay may refuse to execute the Payment Order.

10.6. KP Pay may execute the Payment Order in full or in part, suspend or cancel its execution if it is in the best interests of the Customer, required under applicable laws or due to other reasons beyond the control of KP Pay. In such case the Customer will be informed immediately and served with the reasons thereof, unless such notice is impossible for technical reasons, or restricted by an effective legal act or court decision.

10.7. KP Pay will not accept and execute the Payment Orders if the Customer Money held in the Account are seized, frozen or are subject to other limitations and KP Pay has documented evidence confirming this.

10.8. If the Customer Money that has been subject to the executed Payment Order has been returned due to reasons beyond the control of KP Pay (incorrect information in the Payment Order, the account of the Payee is closed, etc.), the returned amount shall be credited to the Customer's Account and the Fees paid by the Payer for execution of the Payment Order shall not be repaid and any other fees and costs related to repayment of money can be debited from the Customer's Account (for example Correspondent Bank fees).

10.9. Payment Transaction shall be performed by KP Pay according to the Unique Identifier and other information provided in the received Payment Order. KP Pay shall not be held liable for the Customer's failure to provide the Unique Identifier and other information in the Payment Order and/or incorrectness thereof, and/or if the payment service provider of the Payee has set a different Unique Identifier for proper execution of such Payment Transaction.

10.10. KP Pay shall be entitled but shall not be obliged to check whether the Unique Identifier given in the Payment Order received by KP Pay corresponds to the name and surname (title) of the recipient. If KP Pay carries out the aforementioned verification and establishes an obvious discrepancy between the Unique Identifier provided to KP Pay and the name and surname (title) of the recipient, KP Pay shall have the right to refuse to execute such Payment Transaction and will inform the Customer accordingly.

11. Restricted Activities

11.1. When using the Services of KP Pay, the Customer or User must not:

- 11.1.1. commit violations of these Terms and Conditions and the Service Agreement, applicable laws and regulations including, but not limited to the legal acts related to prevention of money laundering and terrorist financing;
- 11.1.2. infringe the rights of KP Pay and third parties to the trademarks, copyrights, trade secrets and other intellectual property rights;
- 11.1.3. provide false, misleading or incorrect information and otherwise circumvent the procedures of KP Pay;
- 11.1.4. refrain from providing the information reasonably requested by KP Pay in connection with the Services;
- 11.1.5. provide false, misleading or incorrect information about KP Pay and cooperation with KP Pay to third parties;
- 11.1.6. transfer and/or receive money earned as a result of activities or transactions contradicting applicable laws;
- 11.1.7. refuse to cooperate with KP Pay in investigation of violations;
- 11.1.8. refuse to carry out Identification when requested by KP Pay;
- 11.1.9. use the Account and other Services in such way that may result in losses, liability or other adverse legal consequences to KP Pay or other third parties;
- 11.1.10. use Services from the jurisdiction which is not acceptable to KP Pay;
- 11.1.11. facilitate the spreading of computer viruses and conduct any other activities which could cause system malfunctions, damage or destroy information or result in any other damage to systems, equipment or information of KP Pay or any third parties;
- 11.1.12. undertake any other deliberate actions disturbing provision of the Services to the Customer, User or third parties or disturb proper functioning of the System;
- 11.1.13. be involved in illegal gambling, illegal trafficking of tobacco products, alcohol, prescription medicines, steroids, guns, narcotic substances and the attributes related to narcotic substances, pornographic production, unlicensed lottery, illegal software or any other activities prohibited by applicable laws;
- 11.1.14. use KP Pay Services to conduct business activities indicated as unacceptable by KP Pay (e.g., provide financial services to third parties using the Account on a commercial basis);
- 11.1.15. log in to the System as an anonymous user (e.g. via public proxy servers);
- 11.1.16. disclose Passwords, Identity Authentication Measures and other personalised safety features to third persons and allow unauthorised persons to use the Services in the name of the Customer or User;

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- 11.1.17. use the Services to enable any person to benefit from any activities that KP Pay has identified as a restricted business or activity, including using the Service in or for the benefit of a country, organisation, entity, or person embargoed or sanctioned by any government or international organisation, including SDN, SSI sanctions lists, sanctions imposed by the US Office of Foreign Asset Control (OFAC), the Consolidated List of Persons maintained by European Commission and Groups and Entities subject to EU Financial Sanctions; and
- 11.1.18. be a Politically Exposed Person or act on behalf of a Politically Exposed Person.

12. Contact Methods

- 12.1. KP Pay will give messages and notices to the Customers or Users by publishing them on the KP Pay Website (in case such messages are addressed to multiple recipients), the System, sending them via e-mail, regular mail, SMS or Push notifications in each case using verified Identity Authentication Measures.
- 12.2. Any communications or notices sent by:
 - 12.1.1. email will be deemed received on the same day if it is received in the email inbox before 5pm GMT. If it is received in the email inbox after 5pm GMT or at any other time, it will be deemed received on the next day;
 - 12.1.2. post will be deemed received three days from the date of posting for UK post or within five days of posting for international post; and
 - 12.1.3. SMS or Push notifications will be deemed received the same day.
- 12.3. A notice given by the Customer or User to KP Pay shall be considered given properly if a notice is sent using Account messaging function or Client Care e-mail indicated on the KP Pay Website, or, if at the time it is not objectively possible, by calling Client Care support number during business hours indicated on the KP Pay Website and sending notice to the e-mail indicated on the KP Pay Website.
- 12.4. For urgent matters, such as notification about suspected or executed unauthorised or fraudulent operations, unlawful use of Services or security threats, Customer or User shall always give notice using Client Care support numbers indicated on the KP Pay Website.
- 12.5. All notices shall be sent in the Acceptable Language, unless otherwise agreed between the Customer or User and KP Pay.
- 12.6. The Customer or User must immediately inform KP Pay of any changes in its verified contact details (telephone number, e-mail and address) which could be used by KP Pay to contact the Customer or User. If the Customer or User fails to inform KP Pay of such changes, all consequences arising from the failure of KP Pay to give a notice to the Customer or User shall be borne by the relevant Customer or User.
- 12.7. In order to protect the Customer Money against possible illegal actions, the Customer or User shall also immediately notify KP Pay of a theft or other loss of his personal identity document.
- 12.8. KP Pay shall promptly notify the Customer or User of any known or potential technical failures of the System and the systems or equipment of third parties contracted by KP Pay for provision of Services which may affect the Services.
- 12.9. KP Pay shall be free to change the technical solution or update the software used to provide the Service at any time. Such changes and updates may result in temporary interruptions to Services. KP Pay will give a prior notice of any such changes and updates to the Customers and Users.
- 12.10. The Parties shall immediately notify each other of any circumstances relevant to the compliance with these Terms and Conditions and exercise of the Service Agreement and provide the documents substantiating such circumstances, if required (e.g. bankruptcy, initiation and opening of restructuring proceedings, liquidation, reorganisation or restructuring, etc.).

13. Amendments to these Terms and Conditions

- 13.1. KP Pay may unilaterally change these Terms and Conditions and the Service Agreement, including the Fees, at any time. These changes will be disclosed at KP Pay Website and be effective upon such disclosure. KP Pay may, or may choose not to, notify the Customer of such changes. You should check the KP Pay Website regularly. If the Customer is not in agreement with the changes to these Terms and Conditions or the Service Agreement, including the Fees, it will have the right to terminate the Service Agreement and request the closing of the Account. In such case no termination Fees will be charged.
- 13.2. The Customer or User shall not have the right to unilaterally amend the Terms and Conditions and/or the Service Agreement.
- 13.3. If the Customer decides to terminate the Service Agreement, KP Pay will provide the Customer with the Statement of Account for the last 36 months, unless Customer chooses not to receive such information or requests another period to be covered by the Statement of Account.
- 13.4. The Parties may agree on other terms not provided in these Terms and Conditions or the Service Agreement.

14. Suspension and Termination of the Services; Closing of the Account

- 14.1. KP Pay, at its sole discretion, shall have the right to unilaterally:
 - 14.1.1. decline your application for any of the Services;
 - 14.1.2. suspend execution of Payment Transactions;
 - 14.1.3. fully or partially suspend provision of the Services to the Customer;
 - 14.1.4. restrict the User's access to the User Account;
 - 14.1.5. reverse any Payment Transaction;
 - 14.1.6. withhold funds from you or restrict your access to funds or your Account;
 - 14.1.7. discontinue any aspect of Services; or
 - 14.1.8. terminate the Services.
- 14.2. The limitations referred to in paragraph 14.1 of these Terms and Conditions may be applied in respect of the Customer and User in the following cases:
 - 14.2.1. if the Customer or User is in breach or there is a reasonable possibility of breach of these Terms and Conditions or the Service Agreement (including if KP Pay has reasonable grounds to believe that the Customer or User is engaged in money laundering, financing of terrorism, fraud or other criminal activity and such activity may be carried through the Account or User Account, or any part of the Customer Money in the Account are or may be related to such activity);
 - 14.2.2. if there are reasonable grounds to suspect unauthorised or fraudulent use of the Customer Money on the Account;
 - 14.2.3. if KP Pay receives reliable information on death/liquidation of the Customer or User;
 - 14.2.4. if we reasonably believe that your activities can cause damage to our goodwill or reputation;
 - 14.2.5. if we are given a direction to do so by any court, regulator or other competent regulatory, tax or other authority;
 - 14.2.6. if we are no longer able to provide the Services due to a change in or termination of a service from our third party suppliers, or due to a change in the policies of those suppliers;
 - 14.2.7. in other cases provided in these Terms and Conditions, the Service Agreement or applicable laws.

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- 14.3. KP Pay shall promptly notify the Customer or User of the limitations set out in paragraph 14.1., except for cases when such notification would prejudice the safety of the Customer Money or is forbidden by the applicable laws.
- 14.4. The Account or the User Account may be restricted at the written request of the Customer or User. Such restrictions will be lifted upon a separate written request from the Customer or User.
- 14.5. KP Pay shall not be liable for the Customer's or User's losses incurred as a result of limitations set out in paragraph 14.1.
- 14.6. The Customer or User shall be entitled to unilaterally terminate the Service Agreement and close the Account by giving a 14 (fourteen) calendar days' written notice to KP Pay.
- 14.7. KP Pay shall be entitled to unilaterally terminate the Service Agreement, refuse to provide the Services and close the Account without specifying a reason by giving a 14 (fourteen) calendar days' written notice to the Customer.
- 14.8. The Service Agreement may be terminated by KP Pay with immediate effect if no transactions have been performed on the Account for a period exceeding one year.
- 14.9. In case of termination of the Service Agreement and closing of the Account, KP Pay may deduct from the Customer Money the amounts payable by the Customer or User to KP Pay for the Services, the fines, penalties payable to the State or third parties, losses and any other documented costs incurred by KP Pay or paid by KP Pay through the fault of the Customer or User. If the Customer Money are insufficient for covering the amounts due, the Customer or User must transfer the remaining difference to the account indicated by KP Pay not later than within 3 Business Days.
- 14.10. Termination of the Service Agreement and closing of the Account shall not release the Customer or User from proper performance of all obligations to KP Pay which have arisen before the date of such termination/closing.
- 14.11. If KP Pay terminates these Terms and Conditions, the Service Agreement and any other agreements between KP Pay and the Customer or User, the Customer shall be obliged to promptly choose the way of redemption of its Customer Money held on the Account and notify KP Pay accordingly.

15. Confidentiality and Data Protection

- 15.1. Each Party (the Receiving Party) to whom Confidential Information is furnished by another Party (the Disclosing Party) shall keep the Confidential Information strictly confidential and, except with the prior written consent of the Disclosing Party or unless otherwise provided, shall not, and shall ensure that its authorized representatives shall not:
- 15.1.1. use or exploit the Confidential Information in any way except for the Services; or
 - 15.1.2. disclose or make available such Confidential Information in whole or in part to any third party, except as expressly permitted hereby; or
 - 15.1.3. copy, reduce to writing or otherwise record the Confidential Information, except as necessary for the Services.
- 15.2. Confidential Information shall not include any information that:
- 15.2.1. is, or becomes, generally available to the public (other than as a result of disclosure by the Receiving Party or any of its authorised representatives in breach of these Terms and Conditions); or
 - 15.2.2. was available to the Receiving Party on a non-confidential basis before disclosure by the Disclosing Party; or
 - 15.2.3. was, is or becomes available to the Receiving Party on a non-confidential basis from a person who, to the Receiving Party's knowledge, is not bound by a confidentiality agreement with the Disclosing Party, or otherwise prohibited from disclosing the information to the Receiving Party; or
 - 15.2.4. was lawfully in the possession of the Receiving Party before the information was disclosed to it by the Disclosing Party; or
 - 15.2.5. the Parties agree in writing is not confidential or may be disclosed; or
 - 15.2.6. is developed by or for the Receiving Party, independently of the information disclosed by the Disclosing Party.
- 15.3. The Receiving Party may disclose the Disclosing Party's Confidential Information to its authorized representatives for the purpose of provision of the Services, provided that such representatives are required to keep that information strictly confidential.
- 15.4. The Receiving Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by the laws or regulations of any country with jurisdiction over the Receiving Party or by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction. However, to the extent it is legally allowed to do so, it must give the Disclosing Party as much notice of that disclosure as possible and consult with it as to possible steps to avoid or limit disclosure and take those steps where they would not result in significant adverse consequences for the Disclosing Party.
- 15.5. If the Receiving Party is required to provide documents or information to any governmental or other regulatory authority, but due to short notice or absence of such notice from an authority, is unable to provide the notice referred to in paragraph 15.4 to the other Party before Confidential Information is disclosed, it shall (to the extent permitted by law) inform the other Party immediately after the disclosure of the full circumstances of the disclosure and the information that has been disclosed.
- 15.6. KP Pay may retain Confidential Information of the Customer or User after closing of the Account or User Account for regulatory and compliance purposes.
- 15.7. To provide our Services we need to collect and retain Personal Data about you, any User and certain individuals connected to you. By accepting these Terms and Conditions you are giving us explicit consent to access, process and/or retain any Personal Data for our provision of the Services. Please note that this "explicit consent" is a statutory requirement affecting KP Pay as a payment service provider and does not affect any rights and obligations that you or we have under data protection laws including but not limited to the EU General Data Protection Regulation 2016/679.
- 15.8. We are committed to maintaining your Personal Data in accordance with legal requirements relating to the collection, storage and use of Personal Data. Please review our Privacy Policy for more information on how we use and protect your Personal Data and your privacy rights.
- 15.9. If we suspect that we have been given false or inaccurate information, we may record and retain such suspicion together with any other relevant information.
- 15.10. If we receive false or inaccurate information, and we identify or reasonably suspect any fraud or other illegal activities, then we will pass details to fraud prevention agencies and/or other relevant agencies to prevent fraud, money laundering and other illegal activities.
- 15.11. We may check all Personal Data you give us with fraud prevention agencies and other organisations, and we may obtain information about you from credit reference agencies to verify your identity. A record of such enquiries may be left on your files with such third party organisations and agencies and also held by us.
- 15.12. We may monitor and/or record telephone calls we have with you (without notice or warning to you) to help us maintain and improve the quality of service and for fraud prevention and detection purposes.

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16. Liability of the Parties

- 16.1. Each Party is liable and indemnifies and holds harmless the other Party for all documented fines, penalties, direct losses, costs and reasonable attorney fees incurred by the other Party due to a breach of these Terms and Conditions and/or the Service Agreement occurred as a result of wilful default or gross negligence of the indemnifying Party.
- 16.2. The Services are provided on an "as is" basis and without any representation or warranty, whether express, implied or statutory. We make no representation of any kind whatsoever for the Services or the content, materials, information and functions made accessible by the Services or used on or accessed through the Services.
- 16.3. KP Pay shall be liable only for direct losses incurred by the Customer or User as a result of the breach of these Terms and Conditions or the Service Agreement. KP Pay will not be liable for consequential or indirect loss, such as loss of profits, opportunity or reputation.
- 16.4. The aggregate KP Pay's liability under these Terms and Conditions and the Service Agreement shall not exceed the amount of Fees for the last 3 (three) months paid by the Customer to KP Pay or EUR 2,000, whichever is greater.
- 16.5. We do not exclude or limit our liability for:
- 16.5.1. death or personal injury caused by our negligence;
 - 16.5.2. fraud or fraudulent misrepresentation by us; or
 - 16.5.3. any other matter for which it would be illegal for us to exclude or limit our liability.
- 16.6. KP Pay does not guarantee uninterrupted operation of the System because operation of the System may be affected by many factors beyond KP Pay's control. KP Pay shall make all reasonable effort to secure the smooth operation of the System. KP Pay shall not be liable for any consequences arising out of the System's failures if such failures occur not as a result of KP Pay's actions or omissions.
- 16.7. In any case, KP Pay shall not be liable if the System has been accessible and operative for more than 95% of all time, calculated for the last 6 months.
- 16.8. The case when KP Pay limits access to the System temporarily due to the System repair, update, development works and other similar cases, and notifies the Customer or User of such case at least 2 (two) calendar days in advance, shall not be considered as failure of the System.
- 16.9. KP Pay shall not be liable for:
- 16.9.1. withdrawal and transfer of Customer Money from the Account and for other Payment Transactions with Customer Money held on the Account if the Customer or User has disclosed or not protected his Passwords and other Identity Authentication Measures and, thus, they have become known or might have been disclosed to the third parties;
 - 16.9.2. delay or failure to perform its obligations under these Terms and Conditions by reason of any cause beyond reasonable control or KP Pay including but not limited to any action or omission of the Customer, User or any third party, any force majeure event, including, epidemic and pandemic, bank delay, postal delay, failure or delay of any fax or electronic transmission, any accident, emergency, act of god or any abnormal or unforeseeable circumstances;
 - 16.9.3. any consequences which occur after KP Pay terminates these Terms and Conditions, the Service Agreement, closes, restricts or suspends the Account or User Account, or suspends to terminates the provision of the Services in whole or in part in cases stipulated by these Terms and Conditions, the Service Agreement or the applicable laws and regulations;
 - 16.9.4. for goods and services purchased using the Customer Money and for any other third party which is a recipient or transferor under a Payment Transaction;
 - 16.9.5. any defaults and losses if those have occurred as a result of mandatory provisions and requirements of applicable laws and regulations as well as any acts, decisions or orders of the competent regulatory authorities or an effective ruling or decision of the court of competent jurisdiction.
- 16.10. The Customer or User shall be fully liable for correctness of the data and orders provided to KP Pay.
- 16.11. The Customer or User shall notify KP Pay immediately if the Payment Transaction has been incorrectly executed due to the reasons beyond control of the Customer or User or was not authorised by the Customer. Failure to notify KP Pay immediately on becoming aware of such fact or within 13 calendar months from the date of the unauthorised or incorrectly executed Payment Transaction will be considered as acceptance by the Customer of such Payment Transaction and the Customer will lose its entitlement to have the unauthorised or incorrectly executed Payment Transaction refunded by KP Pay. If it has been confirmed that a Payment Transaction was not authorised by the Customer or was incorrectly initiated or executed by KP Pay and KP Pay was notified in a timely manner within 13 calendar from the date of the unauthorised or incorrectly executed Payment Transaction, and unless the Customer or User acted fraudulently or have intentionally or with gross negligence failed to protect the Identity Authentication Measures, KP Pay shall refund to the Customer a full amount of such Payment Transaction.
- 16.12. The Customer shall bear all losses incurred as a result of an unauthorised Payment Transaction for the amount of up to EUR 50 if such Payment Transaction was processed from the stolen or otherwise unlawfully acquired Account or User Account.
- 16.13. The Customer shall bear all losses incurred as a result of an unauthorised Payment Transaction which was executed by the Customer in violation of these Terms and Conditions, the Service Agreement or any requirements of applicable laws, including, but not limited to, failure to promptly notify KP Pay of unauthorized user or failure to protect Identity Authentication Measures or Passwords.
- 16.14. Each Party shall notify the other Party in writing of any force majeure circumstances which prevent compliance with these Terms and Conditions and the Service Agreement within 10 (ten) calendar days from the date of occurrence of such circumstances or when it becomes aware of the occurrence of such circumstances. Failure to notify in time would deprive the relevant Party from its right to refer to the force majeure circumstances as liability limitation event.
- 16.15. The Parties shall be personally liable for fulfilment of their tax obligations and other mandatory payments.
- 16.16. Save as required by any applicable law or regulation, we have no obligation whatsoever to any taxation or similar authority in respect of any taxation or other similar duty or levy payable by any Customer. It is your obligation to report and pay all taxation, duties and levies that are payable by you in respect of your Account, Customer Money and the Services.

17. Complaints, Governing Law and Disputes

- 17.1. The Parties shall seek to settle all disputes amicably through negotiations.
- 17.2. The Customer or User may bring any claim or complaint regarding the Services in writing (by e-mail or post). Complaint procedure is available on KP Pay Website. Customer or User may request a copy of complaint procedure at any time by contacting KP Pay.
- 17.3. The response to the Customer's or User's complaint shall be provided within 15 (fifteen) Business Days from the date when it was received by KP Pay but KP Pay will, in any case, attempt to respond faster. If there are valid reasons why KP Pay cannot provide an official response to the Customer's or User's complaint in 15 (fifteen) Business Days, KP Pay will inform the Customer or User of such situation in writing and provide reasons for the delay. In such exceptional circumstances, KP Pay will provide a response not later than 35 (thirty five) Business Days from the date of receipt of the complaint.

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17.4. Claims of the Customers or Users will be examined by KP Pay free of charge.

17.5. If you do not receive our response on time or you are unhappy with our response, you may be entitled to refer your complaint to the Financial Ombudsman Service, details of which are available at <http://www.financial-ombudsman.org.uk/consumer/complaints.htm>. You can also call them on 0800 023 4567 or send an outline of a complaint online (via <https://help.financial-ombudsman.org.uk/help>). Please note: the ombudsman may not consider a complaint if you have not provided us with the opportunity to resolve it previously.

17.6. Alternatively, you may be able to submit your complaint via the European Commission's Online Dispute Resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>

17.7. These Terms and Conditions and the Service Agreement, including any non-contractual relations arising thereunder, shall be governed by the English Laws. Notwithstanding the registered place, place of residence or place of business of the Customer or User, the Parties irrevocably submit to the jurisdiction of the courts of England and Wales, provided that the plaintiff shall also have the right to apply to the courts of defendant's jurisdiction.

18. Miscellaneous

18.1. Each Party represents and warrants that it has all necessary consents, approvals, permits and licenses required under the applicable laws that are necessary for the execution and performance of these Terms and Conditions and the Service Agreement.

18.2. The Customer or User shall not have the right to assign its rights and obligations arising out of these Terms and Conditions or the Service Agreement to third parties without a prior written consent of KP Pay. KP Pay reserves the right to assign its rights and obligations arising out of these Terms and Conditions or the Service Agreement to third parties at any time by serving a written notice to the Customer or User if such assignment of rights and obligations is not in conflict with applicable laws and regulations.

18.3. If any provision of the Terms and Conditions is recognised as invalid, this shall not affect the validity of the remaining provisions of these Terms and Conditions or the Service Agreement.

18.4. Any delay or failure by us to exercise any right or remedy under these Terms and Conditions or the Service Agreement is not to be considered a waiver of that right or remedy and it will not stop us from exercising it at any subsequent time.

18.5. No one other than you and us has any right to enforce any of the provisions of these Terms and Conditions or the Service Agreement.

18.6. These Terms and Conditions are disclosed on the KP Pay Website in the Acceptable Language and may be individually requested by the Customer from KP Pay.