

Terms and conditions: E-money Issuing & Payments

The use of this website, PAYVER Limited payment services under the branded trading line “PayApp” is subject to the following general terms and conditions and the conditions of our privacy policy. By visiting our website, you acknowledge that you have read, understood and agreed to these terms. We may occasionally update our policies and it is your responsibility to check this page for updates.

General Terms and Conditions

These General Terms and Conditions (hereinafter the “General Terms and Conditions”) establish a general basis for the legal relations between PAYVER Limited (hereinafter “PAYVER”) and its client (hereinafter “Client”). These General Terms and Conditions stipulate the general principles for the business conduct between the Client and PAYVER, and are part of the Service Agreements concluded between PAYVER and the Client.

These General Terms and Conditions shall be applicable in respect of all contractual relations established prior to and continuing on the date of entry into force of the General Terms and Conditions. If the General Terms and Conditions are in conflict with the Service Agreement, the provisions of the Service Agreement shall prevail. The Client confirms that the General Terms and Conditions have been examined and agrees with them and undertakes to follow them at all time.

As part of registration and before using the payment services of PAYVER, the Client must read, agree with and accept these General Terms and Conditions, PAYVER’s Privacy Policy and other applicable Service Agreements and other terms applicable to PAYVER’s services and products.

The headings and subheadings below are for reference only and do not limit the scope of any section. Should the context so require, words in singular have the same meaning in plural, and vice versa. Should there be any contradiction or ambiguity between the English General Terms and Conditions, Service Agreement, Privacy Policy or any other agreement concluded between PAYVER and the Client and other language texts of mentioned documents, the English text shall prevail.

Information on the service provider

PAYVER is a United Kingdom private company limited by shares, registered under No. 11692215 with Companies House; its registered address is New Court, Abbey Road North, Shepley, Huddersfield, United Kingdom, HD8 8BJ and principal place of business 134 Percival Road, Enfield, Middlesex, London, EN1 1QU, United Kingdom.

PAYVER is a registered Small Electronic Money Institution since 20/02/2020 with ref. No.: 901016, issued by the Financial Conduct Authority of United Kingdom. Under its registration, PAYVER may provide e-money issuing and payment services in the United Kingdom.

The Financial Conduct Authority (hereinafter “FCA”) exercises supervision over PAYVER. Contact details of the FCA and the list of authorised and registered institutions maintained by FCA are available at FCA website <https://register.fca.org.uk>.

In case if you wish to find out more about PAYVER, do not hesitate to contact us by e-mail: info@payver.eu

Our services

PAYVER 's main services allowed under our small e-money institution license are the following:

- a) Services enabling cash placement on a payment account and all of the operations required for operating a payment account
- b) Services enabling cash withdrawals from a payment account and all of the operations required for operating a payment account
- c) Execution of payment transactions (not covered by a credit line)
 - a. direct debits, including one-off direct debits;
 - b. payment transactions executed through a payment card or a similar device;
 - c. credit transfers, including standing orders;
- d) Execution of payment transactions (covered by a credit line)
 - a. direct debits, including one-off direct debits;
 - b. payment transactions executed through a payment card or a similar device;
 - c. credit transfers, including standing orders;
- e) Issuing payment instruments or acquiring payment transactions
- f) Money remittance
- g) Issuing Electronic Money

The detailed list of payment services offered by PAYVER is available on PAYVER's homepage.

PAYVER IS A REGISTERED SMALL ELECTRONIC MONEY INSTITUTION, NOT A BANK, THEREFORE, FUNDS ON THE CLIENT'S PAYMENT ACCOUNT SHALL NOT BE DEEMED TO BE AN INTEREST BARING DEPOSIT. FUNDS ON THE CLIENT'S PAYMENT ACCOUNT MAY BE USED ONLY FOR THE EXECUTION OF PAYMENT TRANSACTIONS.

PAYVER ACTIVITIES ARE LIMITED TO EMONEY ISSUING AND PAYMENT SERVICES, MONEY ON CLIENT ACCOUNTS ARE NOT PROTECTED BY THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS) OR OTHER SIMILAR DEPOSIT GUARANTEE INSTRUMENTS. INSTEAD, CLIENT FUNDS IN TRANSIT ARE KEPT ON SAFEGUARDING ACCOUNTS WITH REPUTABLE CREDIT INSTITUTIONS.

PAYVER may, from time to time offer its Clients other products and services such as debit and prepaid cards, loans, investments, insurance, currency conversion, credit and savings products, which are provided by our partner third parties, duly licensed credit institutions, insurance companies, broker dealers, etc. For the use of any such additional service, the

Client may have to accept additional terms and conditions of our partner third parties as notified to the Client when ordering or using such product and services.

Third Party Services

In addition to PAYVER, third parties also provide the Client with their services through PAYVER Electronic Channels. PAYVER does not bear any liability for the services of third parties. PAYVER does not act as a broker or intermediary for any services provided by third parties; it merely provides third parties with an opportunity to provide their services via the electronic platform developed and managed by PAYVER. Third Party Services may be governed by their own terms and conditions which supplement these terms of service and which the Client accepts in connection with the subscription of the respective service. Some Third Party Services entail the Client entering into a direct agreement with the third party, in which case the Client's rights and obligations in respect of the Third Party Service are solely specified in such agreements. In case of any conflict between the supplementary terms or third party terms and the conditions and these General Terms and Conditions, the supplementary terms or third party terms and conditions shall prevail.

Under no circumstances, will PAYVER be liable to the Client or anyone else for any decision made or action taken in reliance on the information from the Third Party Services.

Amendment of the General Terms and Conditions, Service Agreements and Price List

Any amendments made to the terms applicable to the Services shall be notified to the Client electronically in accordance with Section "Notices to the Client" below. The amendments shall enter into force on the date set out in the respective notice, however, at the earliest of one (1) month from the date of the notification, unless otherwise specified in the Service Agreement.

If the Client does not agree with the amendments, it shall have the right to cancel the amended Service Agreement by notifying PAYVER in accordance with Section "Notices to PAYVER" below and performing all outstanding duties arising from the Service Agreement prior to termination of the respective Service Agreement. The Client shall be regarded as having accepted the amendments if the Client does not object to them before the effective date. One (1) month notice period will not apply where an amendment is required by law or it relates to an addition of a new service or product, an extra functionality to the existing Service or any other amendment which neither reduces the Client's rights nor increases the Client's responsibilities. In such instances, the amendment will be made without prior notice to the Client and shall be effective immediately after its publication.

Applicable law and agreement on jurisdiction

Laws and regulations of United Kingdom applies to the relations between PAYVER and the Client, including all terms and conditions regulating the Services. The relations between PAYVER and the Client shall be regulated by the law of a foreign state if it is so prescribed by the Client domicile law or international agreement. If the Client is a consumer, the mandatory laws of the Client's domicile may also apply. The Client is solely responsible for

understanding and complying with any and all laws, rules and regulations of the Client's specific jurisdiction that may be applicable to the Client in connection with the Client's use of the Services, including but not limited to those related to taxes or any other fees.

Any court action between the PAYVER and the Client shall be resolved in a court of England and Wales unless agreed otherwise by the Client and PAYVER or provided otherwise in the law. An agreement on jurisdiction applies also if the Client settles in to a foreign state after entry into the Service Agreement.

Communication between PAYVER and the Client

Notices to the Client

The Client must have internet access and an e-mail account to receive communications and information related to the Services (incl. notification of any amendments to the General Terms and Conditions, Service Agreements, Price List etc.; notifications concerning any Services).

The Client agrees that PAYVER may provide notice or other information to the Client via one or several of the channels mentioned below:

- personal notices via post, e-mail, telephone, SMS or other channels;
- information via Electronic Channels (including the posting of information which is only accessed by Client by logging into Electronic Channels);

A notice sent electronically (e.g. SMS, e-mail, notification in Electronic Channel) shall be considered received by the Client on the day it was published. Notices, sent by post are deemed to be received by the Client on the fifth calendar day as of posting the same.

PAYVER may send any information and notices to the Client by using the contact details (e.g. e-mail or residency address, phone number) which have been provided by the Client.

Notices to PAYVER

The Client shall send information to PAYVER electronically in writing (e.g. through the Electronic Channels, by e-mail) or by using any other agreed channels or means (e.g. by phone). The Client is obliged to notify PAYVER immediately, in accordance with previously agreed means, of any circumstances which are relevant to the relations between PAYVER and the Client, and which affect or may affect the fulfilment of the obligations of the Client or PAYVER, including a change of name, address, contact details etc. The Client shall be obliged to notify PAYVER immediately of the loss or theft of its personal identification document or another means of identification or loss or theft of the Client Credentials or Payment Instrument or loss of possession thereof against the will of the Client in any other manner. The Client must inform PAYVER even if any of the aforesaid information has been or may be made public (e.g. judicial decision, notification to public registers or publishing through the mass media).

Language of communication

Communication between PAYVER and the Client shall be conducted in English, unless the Parties agree on any additional languages for communication. PAYVER may provide support to its clients in various other languages.

Establishment of a business relationship and conclusion of agreements

Upon establishment of a business relationship, the Client shall register with PAYVER and give all information that PAYVER requires in connection with the registration and/or establishment or monitoring of business relationship.

Client may open only one Payment Account, unless we agree in writing to the contrary. PAYVER may refuse the creation of duplicate accounts for the same Client. If duplicate accounts are detected PAYVER may suspend provision of Services, merge or close such duplicate accounts and end relationship with Client, in its sole and absolute discretion.

By registering with PAYVER the Client confirms to PAYVER that the Client is a resident of a Contracting State of the European Economic Area (EEA). In case if the Client is not a resident of the EEA, Client must confirm that the laws and regulations of his domicile are not prohibiting establishment of a business relationship by such Client with PAYVER. The Client confirms its full legal capacity and the fact that it acts in person. The Client being natural person confirms that there is no beneficial owner other than itself.

When giving information, the Client confirms and guarantees that all information is complete, accurate and true.

PAYVER shall have the right to decide with whom to conclude or not to conclude any agreement. Amongst other, PAYVER may refuse to conclude a business relationship and/or conclude any agreement with a person or to provide Services to a person in the following cases:

- The Client does not or may not meet the requirements stipulated in the legal acts regulating the prevention of money laundering and terrorist financing;
- PAYVER suspects that the person wishes to use the Services for any restricted or prohibited activities;
- The Client has caused direct or indirect damage to PAYVER;
- The Client is a politically exposed person;
- The Client has been prosecuted and/or convicted for a financial or economic crime, fraud or another crime with regard to abuse of trust;
- For other good reasons for not establishing a business relationship or concluding an agreement, including in case of legal obstruction, such as restricted active legal capacity, lack of authorisation or ambiguous authorisation;
- The Client belongs to a risk group with regard to which PAYVER established restrictions on establishing a business relationship, opening a Payment Account or performing any other acts.

Identification

Upon establishment of a business relationship, PAYVER is obliged to identify its Clients. The method used by PAYVER for identifying a Client can vary based on requirements stemming from the jurisdiction existing in the country where the Client concludes the business relationship with PAYVER (e.g. identification documents notarisation, online identification, face-to-face identification, etc.).

The Client and its representative are obligated to submit to PAYVER any and all information and documents requested by PAYVER for identification.

If PAYVER has doubts about the veracity of the Client's data or documents, then PAYVER may ask the Client to specify its information, provide additional information or documentation, or if necessary, to re-do the identification process.

Upon agreeing with the General Terms and Conditions, the Client hereby irrevocably authorises PAYVER to request any information and documents, regardless of its form, related to Client identification and verification (including, without limitations, a copy of the Client's documents and data) from any credit institution or a financial institution who has or had identified that Client, or has or had a business relationship with that Client. For avoidance of doubt, this authorisation grants PAYVER the right to request all data and documents on the Client from any credit or financial institution whose identification or authentication method (e.g. BankLink) was used in PAYVER's identification process. On request of PAYVER, the Client undertakes to provide PAYVER with additional authorisations or documentation (incl. a written power of attorney) needed to receive the information or documentation mentioned above and do everything necessary to provide PAYVER with all information needed to duly prove its identity.

From time to time, PAYVER may demand additional identification to verify the identity of the Client for security or other reasons. The Client undertakes to provide PAYVER will all information and documents required to verify that Client's identity.

The Client obliges to inform PAYVER in case of change of any submitted information and circumstances relevant to the provision of services by PAYVER. Such information includes but is not limited to change in Client's representative, beneficial owner of the Client, their personalities, residence/location address, nature of business, place of tax residence and taxpayer's number.

For the use of the Electronic Channels and/or Payment Instrument, PAYVER verifies the Client based on the Client Credentials entered by the Client (e.g. username and password; one time OTP/MAC token; APP).

Representation

The Client can authorise other persons to use the Services of PAYVER made available to that Client under the Service Agreements concluded between the Client and PAYVER. Authorisation offers the authorised person an access and power to undertake transactions on behalf of that Client and access information related to that Client's account. The Client is liable for any use of the Services, including for any use of the Services by persons who it has authorised. If the Client has authorised a person to use Services (incl. that Client's Payment Account), the authorised person needs to be registered as a client of PAYVER (i.e. the person

has a business relationship with PAYVER). Authorisation can be granted by using the Electronic Channels. The Client confirms that before authorising any other person it has given the General Terms and Conditions and other terms and conditions applicable to the use of the Services to the persons to whom the authorisations is to be given for examination and shall bear liability for the performance and non-performance of the contractual obligations by the authorised person.

Open API

The Client can use the Open API as part of the Services. This can be activated via the instructions posted on PAYVER Electronic Channels after complying with which the Client will gain access to a Personal API Key. Anyone who obtains access credentials to the Open API through the Personal API Key could use it to perform Operations. If Client notices misuse, theft or unauthorised use of the Open API or any other activity that makes Client suspicious, Client must contact PAYVER immediately in accordance to the Section “Notices to PAYVER”.

In instances where PAYVER suspects that there are concerns with regard to: security, unauthorised, and/or fraudulent use, PAYVER has right to stop or suspend Client’s access to the Open API. PAYVER shall not bear any liability for any losses incurred as a consequence of any unauthorised access gained as a result of Client not reasonably following with security guidelines, taking reasonable measures to preserve confidentiality of access to Personal API Key, storing the Personal API Key outside of the PAYVER Electronic Channels. Please see supplied guidance, Website, and/or PAYVER Electronic Channels for more information relating to the Open API and manner in which it can be used.

Client Orders

The orders given to PAYVER by the Client must be unambiguous and executable. The Client shall confirm all Operations performed by using the Client Credentials or in another manner required by PAYVER (e.g. by signing a hard copy) and such confirmation shall be deemed as the Client’s consent to the performance of the respective Operation.

The Client submits its orders to PAYVER electronically or in another manner agreed between PAYVER and the Client and in the form developed by PAYVER (e.g. electronically being logged into the Electronic Channels).

The forms of orders are available in the Electronic Channels. The Client ensures that its orders are prepared, confirmed and submitted in accordance with the applicable legislation, the General Terms and Conditions of the Service Agreement and other relevant requirements, customs and practices applicable to that order. By submitting an order, the Client unconditionally and irrevocably consents to the Operation to be made under the given order.

If the Client makes an Operation or uses its Payment Account via Third Party Services (e.g. e-wallets), PISP, or AISP, authorisation of Payment Order will be completed and submitted to PAYVER in accordance with the conditions regulating the Third Party Services, PISP, or AISP (e.g. by using security credentials and means applicable to the Third Party Services, PISP, or AISP) and any other applicable guidelines and rules established by PAYVER.

In respect of the obligations, associated with the Client Credentials and OTP/MAC token generator, the Client, as a holder of a Payment Instrument shall:

- use the OTP/MAC token generator in accordance with the security guidelines published by PAYVER on the PAYVER Homepage governing the use thereof, which includes taking all reasonable steps to keep the OTP/MAC token generator safe as well as taking steps to keep the means which enable it to be used, including Client Credentials, safe;
- promptly notify PAYVER or a third party designated by PAYVER for this purpose, of loss or theft of the OTP/MAC token generator and or Client Credentials and of unauthorised or incorrect use of the OTP/MAC token generator after becoming aware thereof.

Security Guidelines concerning the use of the Payment Instrument will be published by PAYVER on PAYVER's Homepage and/or PAYVER Electronic Channels. For security purposes, PAYVER may demand that different Client Credentials or their combinations be used for different transactions and limits.

In order to use the OTP/MAC token generator, the means and of communications of the Client must be in conformity with the technical and security requirements established by PAYVER and take other reasonable security measures to protect its Payment Account and OTP/MAC token generator. The requirements are available on PAYVER's Homepage.

The Client is liable for the security and operations of the means of communication (incl. computer, Internet and telephone connection) used by the Client for using the OTP/MAC token generator.

Without being obliged to compensate for any possible damage, PAYVER has the right to block the Client's Credentials and/or OTP/MAC token generator at any time for security purposes, including without limitations, when PAYVER has any reason to believe that the OTP/MAC token generator or the Client is in danger.

The Client shall immediately notify PAYVER of a loss or theft of the OTP/MAC token generator and/or Client Credentials or of loss of possession thereof against the will of the Client in any other manner. After submitting the notice, the Client shall provide PAYVER with additional information about the circumstances of the abovementioned events, if necessary.

The Client must follow the security guidelines published by PAYVER from time to time relating to the security protection of its Payment Accounts. PAYVER shall not be liable for any loss or damages in case the Client does not follow the security guidelines published by PAYVER.

If the Client uses its Payment Account or OTP/MAC token generator via Third Party Services (e.g. e-wallets) the Client must follow the security guidelines applicable to Third Party Service.

Data Protection

PAYVER may record, store, process and transfer personal data in accordance with PAYVER's Privacy Policy. Such personal data and records are processed, governed, and protected by Regulation (EU) 2016/679 and the UK Data Protection Act 2018. If you have any complaints about personal data handling by PAYVER, please contact us at dataprotection@PAYVER.eu or you may choose to file a complaint with Information Commissioner's Office by calling [+44 303 123 1113](tel:+443031231113) or filing a report over internet <https://ico.org.uk/concerns/> .

Restrictions on use of services

PAYVER shall block the Services on the request of a third party only in the cases and pursuant to the procedure provided by law. PAYVER shall release the Service from blocking on the basis of the resolution of the competent body, or the respective judicial decision which has entered into force.

PAYVER shall have the right to block the Service if:

- PAYVER suspects the Client of money laundering, terrorist financing or other crime or illegal activity (e.g. fraud);
- the Client has not submitted data or documents requested by PAYVER in due time;
- PAYVER has become aware of any circumstances which have caused the necessity to examine the legal origin of the Client's funds or assets;
- PAYVER is notified of the Client's death;
- according to PAYVER's opinion, freezing of an account is necessary in order to prevent damage to the Client, PAYVER or a third person;
- there is suspicion that the Client's Credentials and/or the OTP/MAC token generator have been used without the Client's consent or these are stolen;
- there is suspicion that the Client's Credentials and/or OTP/MAC token generator have been used to commit fraud.

PAYVER shall not be held liable for any damage arising from the blocking of the Client's Payment Account or OTP/MAC token generator.

Limits on and restrictions of use of Services

PAYVER has the right to establish amount limitations for certain Operations. The Client has the right to request increase of the limitations established by PAYVER to the extent and pursuant to the terms and procedures established by PAYVER.

Prevention of money laundering and terrorism financing

PAYVER at all times adheres to its Know-Your-Customer (KYC) principles upon the establishment of and during the business relationship with the Client. Under the KYC principles, the Client must be identified and the appropriateness of transactions must be assessed based on the Client's principal business and/or prior pattern of transactions. PAYVER has the right to request additional information (e.g. documents serving as grounds for the transaction) from the Client to allow it to comply with its anti-money laundering obligations (e.g. information concerning the owners and ultimate beneficiaries of the Client

and the Client's business activity, including data on the contractual partners, turnover, the share of cash and non-cash transactions, frequency of transactions, etc.). The Client agrees to immediately comply with and without any undue delay grant all needed information and documents related to any request for further information that PAYVER reasonably requires. If the Client, regardless of the respective request, does not submit to PAYVER the documents and relevant information requested by PAYVER, the Client shall be deemed to have fundamentally breached the Service Agreement and PAYVER may, without following the terms of prior notification, extraordinarily terminate the Service Agreement and any other agreement which serves as a basis for the business relationship.

Product and Service fees

PAYVER shall have the right to receive and the Client shall be obliged to pay for the rendered Service fees, established in the Price List and/or the Service Agreement. The Client shall be obliged to keep a sufficient amount of money on the Payment Account so that PAYVER can debit the Payment Account with all service fees and other sums and arrears payable. If Payment Account as a consequence of any action undertaken by the Client has a negative balance, the Client shall immediately without requirement of any notification from the side of PAYVER correct such balance, so it would be more or equal to zero. PAYVER may send notifications or take any other reasonable actions to recover such negative balance from the Client, including but not limited to employing debt collection services or instituting a legal action. PAYVER may charge Client for reasonable costs incurred subsequently to any measures undertaken in this respect.

After the 30 days trial period ends (if was applied), PAYVER debits monthly fee once a month in advance in for the upcoming fee period. The fee period is 30 consecutive calendar days, based on 360 day calendar year. For example, if trial period ends on February 2nd, then the monthly fee will be charged on the same day. From then on, PAYVER will charge the monthly fee on 2nd date each month.

The price list in force at any given time is available via PAYVER's Electronic Channels. PAYVER may unilaterally amend the Price List at any time. The Client shall be notified of the amendment in accordance with "Notices to the Client" section. The amendment enters into force on the date set out in the notice.

Termination of the business relationship

The Client has the right to terminate a Service Agreement with immediate effect at any time by a notice to PAYVER.

PAYVER has the right to terminate a PAYVER Service Agreement for convenience at any time by giving one (1) month notice to the Client.

PAYVER has the right to terminate the Service Agreement with immediate effect in the event that:

- PAYVER suspects the Client of money laundering or terrorist financing;
- the Client has submitted incorrect, misleading or insufficient data or documents to PAYVER or refuses to submit the requested data or documents in due time;

- PAYVER suspects the Client of using Services in any restricted or prohibited activities other illegal activities;
- the Client has intentionally or due to gross negligence failed to perform its obligation arising from the Service Agreement or General Terms and Conditions;
- PAYVER is requested or directed to do so by any competent court, governmental authority, public agency or law enforcement agency;
- the Client has not used Payment Account (i.e. given the orders to use the funds for payment transaction) in 60 consecutive calendar days.

Settlement of disputes

Any disputes between PAYVER and the Client shall be solved immediately by means of negotiations after the dispute arises. If the dispute cannot be settled on site, a claim shall be sent to the other party in accordance with the Section Communication between PAYVER and the Client. The claim shall specify the circumstances behind the claim, and refer to the legal act or document on the basis of which the claim is submitted. If the document which provides the basis for the claim is not freely available to the other party, and the law does not provide otherwise, the party who submits the claims shall add the document or a copy of the document to the claim.

PAYVER shall review the complaint and notify the Client who is an individual within 15 business days of the possible resolution of the complaint. Clients who are legal persons shall receive a corresponding notification within 30 business days of receiving the complaint. In general, written complaints from the Client will be given a written or electronic response, unless an oral response is made to a written complaint from the Client and there is reason to believe that the Client does not express consent to receive a written response.

Client may choose to complain about PAYVER, its products, services or actions to the Financial Services Ombudsman

<http://www.financial-ombudsman.org.uk/consumer/complaints.htm> by:

- Phone: +44 300 123 9 123 or +44 800 023 4567 from 8am to 8pm Monday to Friday, and from 9am to 1pm on Saturdays.
- E-mail: complaint.info@financial-ombudsman.org.uk
- Online: <https://help.financial-ombudsman.org.uk/help>

Restricted activities

In connection with the use of the Electronic Channels or the Services, or in the course of the Client's interactions with PAYVER, the following activities are restricted at all times:

- causing a disproportionate number of claims that have been closed in favour of the claimant regarding the Client's activities;
- using the Services in connection with illegal products or services and/or stolen goods including digital and virtual goods;
- transactions with sanctioned counter-parties;
- any activity or omission that violates any law, statute, ordinance, regulation or good faith;

- any activity or omission that violates the terms and conditions established by PAYVER.

Suspending use of Services

PAYVER reserves the right to change, suspend or discontinue any aspect of the Services at any time, including, but not limited to hours of operation or availability, or Third Party Services, or any feature, without any notice and not subject to any liability. Where it is possible PAYVER shall notify Client in a timely manner regarding such change, suspension or discontinuance of any aspect of Services.

No warranty

The Services of PAYVER are provided on an “as is”, “as available” basis and without any representation or warranty, whether express, implied or statutory. PAYVER does not warrant that the Services will be uninterrupted or error free (except where required by law).

Responsibility for loss or damage

PAYVER does not exclude or limit any liability where it would be unlawful to do so, it includes instances of death or personal injury caused by negligence, fraud and/or misrepresentation

PAYVER is responsible for loss or damage that Client suffers that is a foreseeable result of PAYVER breaking these General Terms and Conditions. PAYVER shall bear no liability and shall not be liable for any loss or damage that is not foreseeable. The foreseeable loss or damage as understood under these General Terms and Conditions is any loss or damage that was obvious to occur consequently to actions or gross negligence.

PAYVER cannot be held liable for inability to deliver or for delay as a result of things which are outside of PAYVER’s control.

PAYVER shall not be held liable for any interruption to the provision of Services which occurred subsequently to PAYVER following with its legal obligations.

If Client uses Services for any commercial or business purpose PAYVER shall not be liable towards Client for any loss of profit, loss of anticipated savings, loss of reputation, loss of business, business interruption, or loss of business opportunity.

In case of an unauthorised payment or mistake due to PAYVER’s error, PAYVER shall at the request of Client immediately refund the payment amount including all fees deducted by PAYVER. This shall not apply to the situations where:

- Client has acted fraudulently, in which case PAYVER shall not refund Client in any circumstances. In such a case Client shall be solely liable for all losses;
- Client did not notify PAYVER in a timely manner of security issues with Payment Account (e.g. loss of Payment Instrument), Client remains liable for any losses incurred up to the time when the notification was received by PAYVER;

- the payment was unauthorised but the Client either with the intent or gross negligence had compromised the security of Payment Account or failed to comply with its obligations to use Payment Account in the manner set out in these General Terms and Conditions; or
- Client did not notify PAYVER about the unauthorised or incorrectly completed transaction within 13 months from the date of the Operation. In such a case Client shall be solely responsible for all losses.

It is responsibility of Client to regularly monitor its Payment Account and inform PAYVER of any unauthorised transactions, inconsistencies or concerns.

PAYVER assumes no responsibility for the content of any third party websites which can be linked to and from PAYVER's Homepage and/or any loss or damage that may arise from their use.

PAYVER shall not be liable for any loss or damage caused by any malware, virus, or other technological attacks or harmful material that may infect Client's computer equipment, computer programs, phone, other portable electronic devices, data or other proprietary material related to the use of Services.

Client is liable for breaking these General Terms and Conditions and/or applicable laws and/or regulations. In case of loss or claims or damages or costs and expenses arising out of its breach of these General Terms and Conditions, any applicable law or regulation and/or use of Services, Client agrees to compensate PAYVER and hold PAYVER harmless.

Severability

Any Section, Clause and/or provision of these of these General Terms and Conditions operates separately. If any Section, Clause and/or provision in any way contravenes the law of any country, state or province, or the laws of any sovereignty or government in which these General Terms and Conditions are effective shall, in such country, state or province, or sovereignty or government, as the case may be, to the extent of such contravention of law, be deemed severable and shall not affect any other Section, Clause and/or provision herein or the validity hereof. If any court or relevant authority decides that any Section, Clause and/or provision is in such contravention, the remaining Clauses, Sections, and/or paragraphs will remain in full force and effect while affording intended rights and/or obligations.

Definitions

PayApp – a brand leased by PAYVER Limited from the owner PayApp Digital UAB Company Code: 305397637, Upes str. 23, Vilnius, Lithuania, LT 08128 for an agreed period in the United Kingdom.

Account Information Service Provider (AISP): third party service provider which collects customer and account data for analysis and aggregation purposes, by means of Open API.

Payment Account: a Payment Account opened by PAYVER for the Client on the basis of the Payment Account Agreement for executing a payment transaction.

Payment Account Agreement: an agreement for the use of the Payment Account.

Client: a natural or legal person who uses, has used or has expressed his, her or its wish to use the Services of PAYVER.

Services: a service rendered by PAYVER to a Client (incl. any payment service, Payment Account and Payment instrument).

Service Agreement: the agreement regulating the terms and conditions applicable to a certain Service.

Third Party Services: third party services made available to Client through the PAYVER Electronic Channels.

PAYVER Electronic Channels: electronic channels developed and managed by PAYVER or its subsidiaries which allow the Client to make Operations or manage its Payment Account.

Client Credentials: the username and the password chosen by the Client or other credentials granted for the Client by PAYVER or a third person.

Price List: valid price list established by PAYVER.

PAYVER's Homepage: PAYVER's website available at www.payver.eu, www.payver.uk

Personal API Key: is a code calling an Open API to identify the Client.

Payment Initiation Service Provider (PISP): third party service provider which offers transaction initiation services by means of Open API.

OTP/MAC token generator: a personalized device (e.g. mobile device with PAYVER application, payment card) or a set of procedures used by the Client for the use of Electronic Channels and the performance of Operations in accordance with the General Terms and Conditions and information published on PAYVER's Homepage.

Operation: the use of the assets on the Payment Account (e.g. drafting, confirming and submitting payment orders), the use of functions, concluding any agreement, granting any authorisation, exchanging information and documents, establishing limits and Restrictions and using any other services or functions of, or made available by PAYVER or a third person (e.g. entering into/amending a Service Agreement).

Open API: the access to the application programming interface which allows Client to submit orders or view transaction history with the help of Personal API Key.

Restriction: the restriction on the use of the Services based on specific parameters (device, connection, location, time, amount limitation or other).