

Warning: Phishing can lead to identity theft

Due to currently high occurrences of phishing in the European web environment, we are urging you to be aware of fraudulent activities. Please provide your contact and payment information only in the appropriate environment of OPP or its partner (an "OPP Platform Partner") and use that channel to check the status of a payment. We strongly advise you not to exchange telephone numbers or bank details or any other information about your payment or yourself with others. OPP and the OPP Platform Partners will never send you SMS or WhatsApp messages with payment requests or payment confirmations.

OPP User Terms

The services of Online Payment Platform Ltd. ("OPP", "we", "our") are made available to you, as a user of the websites and apps of partners of OPP ("OPP Platform Partners"). Your use of our services is subject to these User Terms. We publish the applicable version of these User Terms on our website. In the section 'Terms and Policies' in the footer of <https://onlinepaymentplatform.com> you can find and download the current version of the User Terms. We can provide you with a paper version free of charge on request to the contact details below.

Section A: Introduction

1. About Online Payment Platform

OPP is a provider of payment services ("OPP Payment Services"), payment-related services and other services (all together "services"). We provide OPP Payment Services under an authorisation obtained from the Financial Conduct Authority. At the end of this document we confirm the details of the complaints body that offer low-threshold and expert dispute resolution to consumers, micro-enterprises and charities. This provides an alternative to the courts, if issues arise between us, and it appears we are unable to solve them in accordance with our own complaints handling procedures.

2. About you

In these User Terms we describe the main features of our services and in particular the OPP Payment Services we may provide to you. You may either be the representative of a micro-enterprise, charity or corporate company

(including LLP and Partnerships) (references to company shall include each of them) or a consumer (meaning an individual). References to 'you' or 'person' include the company you represent or you individually as a consumer.

Using our services, you can either be:

- the person who, through the OPP Payment Services, wishes to accept a payment (a "Beneficiary"); or
- the person who makes a payment (a "Payer") following the menu of and completing the process that follows when you click on a request to pay (an "OPP Payment Request").

Depending on whether you are a Beneficiary or a Payer, there is a difference in the type of services we provide to you and the rights and obligations we have towards each other, as set out in these User Terms.

3. About these User Terms and your agreement with us

If you do not agree to these User Terms, you shall not use our services. When you register with us to use our services you are asked to accept these User Terms. An OPP account is created for you once you register with us and accept these User Terms ("OPP Account"). The user agreement is effective for an indefinite period until terminated in accordance with these User Terms.

If you are a Payer, you don't need to register for an OPP Account. Instead, each time you click on

an OPP Payment Request, you accept that these User Terms apply to the single (technical) payment process that is then prompted by it ("Payment Process"), unless you choose to use OPP PIS as a payment method. If you choose OPP PIS as a payment method, these User Terms apply to the single payment initiated by us.

Use of our services is not mandatory. You are free to leave the payment process at any time, even after an OPP Payment Request has been created for you as a Beneficiary or after you clicked on an OPP Payment Request as a Payer. **Just note that in such a case, any payment or other obligations you may have towards third parties may continue to exist.**

Any reference to fees in these User Terms is inclusive of tax and costs.

4. Definitions

We list below terms used Clause in these User Terms below in alphabetical order, with references to the section or clause where such a word or term is further used and explained for your convenience.

Word or Terms	Reference
Branded E-Money, Electronic Money, E-Money Payment, E-Money User.	These words are all used in the context of the services we provide to you if we agreed with the OPP Platform Partner to issue Branded E-Money to its users. <ul style="list-style-type: none"> An E-Money Payment is a payment made by a Payer choosing Branded E-Money as a payment method as described in clause 23. The Payout to the Beneficiary we make available in Branded E-Money Section E. sets forth all terms and conditions that apply in addition to or prevailing over the other sections of these User Terms, if we are issuing Branded E-Money. Art 22 (and art 11)
Redemption - always in relation to Branded E-Money	
OPP Escrow, Escrow Arrangements	Clause 12
OPP Payment Initiation Services ("OPP PIS")	Section D

Payment Confirmation	Clause 15
Payment Request	Clause 10
Payout	Clause 11
Refund in the context of OPP Escrow	Clause 12

5. Other parties

Other parties may be involved when you use our services:

5.1 Banks

Your bank

In these User Terms we often refer to your 'bank' and your 'bank account'. A bank is an account servicing payment service provider ("ASPSP") and it is also referred to as a payment account operator. Every time you make a payment and every time a Payout, Refund or redemption is made, your bank is involved, based on the direct framework agreement you have concluded with such a bank. Whenever a payment transaction is executed by your bank in respect of a Payment Request "OPP Ltd." or "Online Payments Foundation" will appear on your bank statement as we accept and receive the payment on behalf of the Beneficiary.

Your bank may charge costs to you under the direct framework agreement you have with it, for instance when you make a payment in a currency that differs from the currency in which your bank account is held. Please ensure that you check for these charges by your bank. We are not aware of nor responsible for such costs.

Our banks

We also work with banks to provide our services. We refer to Clause 30. where the timelines of our services are described.

5.2 The OPP Platform Partner

Our services are made available to you as a user of the websites and apps of OPP Platform Partners. In general these OPP Platform Partners bring together demand and supply of

goods or services of one kind or another. OPP Platform Partners enable their users to enter into agreements with each other in respect of which one user - the Payer - is due a payment to the other user - the Beneficiary (resulting in an agreed "Transaction"). We nor the OPP Platform Partner is a party to such a Transaction.

The OPP Platform Partner offers you the opportunity to use our services by enabling you to register for an OPP Account and by sending us the data we need to provide our services in respect of the registration and the Transactions in the required file formats. The OPP Platform Partner sends us such data on your behalf and you authorise us to use and rely on such data for the provision of our services to you. You have a separate contract with the OPP Platform Partner and they are solely responsible to comply with their contractual obligations to you.

As an UK electronic money issuer, we may agree with an OPP Platform Partner that we issue Electronic Money to you. Whenever you register an OPP Account in respect of services with such an OPP Platform Partner, as will appear from your dealings with the relevant OPP Platform Partner, you may not only be a Payer or a Beneficiary, but also an E-Money User. Your use of our services described in section B and the description of our services in section C is then based on the Branded E-Money we issue and you may use as described in Section E. The terms and conditions of Section E apply in addition to or prevailing over those of the other sections as set out in Section E.

5.3 Other users of the OPP Platform Partner

A Transaction always involves two parties, the counterparty of a Payer is the Beneficiary, the counterparty of a Beneficiary is the Payer - and you shall abide by what has been agreed

between the both of you. We have no role, responsibility or liability in respect of the performance of obligations of the parties to the Transaction.

6. Processing your personal data

For more information on how we use your personal data please refer to our privacy policy, which can be found at the footer of our website under '*Terms and Policies*': <https://onlinepaymentplatform.com>.

Section B: Your use of our services

7. OPP Account

7.1 Use of an OPP Account

An OPP Account shows your personal or company's details, your linked bank account, information about your use of our services and the payments. You can also use your OPP Account as an easy and secure way to communicate with us. An OPP Account is not a payment account or bank account.

7.2 Registration

An OPP Account is created for you once you register with us directly or via an OPP Platform Partner.

Registration as Beneficiary

When you register as a Beneficiary we will establish and verify your identity and determine that the bank account you provided is held in your name. We may do so by asking that you show us a photo of an account statement for such a bank account, by inspecting (with your consent) such bank account via account information services, or by asking you to transfer £0.01 to us from such bank account. We may ask you for additional information for identification and verification at a later stage.

Registration as a Payer

For Payers it is optional to register for an OPP Account and use it as prescribed in this clause

7, unless the Payer is or wishes to become an E-Money User.

7.3 Registration as Politically Exposed Person

In your registration, you shall notify us if you are a Politically Exposed Person ("PEP"). You can determine whether you are a PEP by referring to the guidelines on our website. We shall assume that you are not a PEP if you have not informed us that you are a PEP. More information about PEP and how to report this to us can be found in the frequently asked questions (FAQ) on our website.

7.4 Access, use and security

OPP Security Credentials

You can access your OPP Account with your OPP login details (username and password) and, if applicable, your personal means of identification (2-factor-verification code or PIN code). Your OPP login details and your personal means of identification together form your "OPP Security Credentials". Your OPP Security Credentials are personal and you shall keep them strictly confidential. You shall keep them safe, best by memorising them (and not writing them down), not sharing them with anyone else, by ensuring no-one is watching when you type them in, by protecting your mobile phone or the device you use to access your OPP Account and by logging out from your OPP Account (as long as you're logged-in anyone can access your OPP Account using your unprotected mobile phone or device). In case you give a third party permission to use your OPP Security Credentials and access and use your OPP Account ensure such third party does so in accordance with these User Terms, as we will hold you liable for damages incurred in connection with the acts and omissions of such a permitted third party.

Keeping your OPP Account safe

If you believe that someone else got hold of your OPP Security Credentials or somehow you find out that someone had access to your OPP Account without your permission. You shall

contact us immediately on phone number 020 3808 5514 or [FORM]. Only when you properly notify us, can we prevent other persons from accessing your OPP Account by using your OPP Security Credentials without your permission.

You are responsible for any use of your OPP Account unless access to your OPP Account or loss or use of your OPP Security Credentials is caused by a fault attributable to us. This is different for E-Money Users. Please refer to clause 25 which applies in respect of responsibility and liability with regard to unauthorised access to your OPP Account for E-Money Users.

7.5 Closing your OPP Account

To close your account with OPP we refer you to our Account Closing Policy under <https://onlinepaymentplatform.com/en/terms-policies>.

8. Do's and don'ts

The following do's and don'ts apply at all times:

- a) You shall comply with all laws and regulations applicable in the country where you reside or where your company is located. Our services may not be used to cheat or defraud, deceive, or in any way injure or harm others (including us).
- b) You shall adhere to these User Terms as relevant to you (as Payer, Beneficiary or E-Money User), but also to the User Terms of the OPP Platform Partner and you shall live up to what you agreed with other users of the OPP Platform Partner.
- c) Information you provide to us must be complete and accurate and you shall also update information you have previously provided, should anything change.
- d) If information is requested from you, we expect that you provide it within the period of time defined in that request and as requested. Failure to do so may be to your own detriment, as any delay may prevent us from providing our services to you.

- e) We receive the data that we need to provide our services to you, on your behalf, from the OPP Platform Partner. You allow us to use and rely on such information.
- f) The records, log files and other relevant information available in our systems serve as proof in connection with the provision of our services to you, unless you (or the OPP Platform Partner on your behalf) provide proof to the contrary.

9. Legal age and representation

You may only use our services if you are of legal age and have full legal capacity or with parental or guardian consent. We assume that you have permission to use the services of the OPP Platform Partner. You must have a valid bank account and we assume that the necessary permission from parents or legal representatives has been obtained for holding and using the bank account we verified. We may request a written declaration giving consent for your use of our services.

If you register or use our services on behalf of a company, you warrant and we may assume that you are legally authorised to represent and act on behalf of that company.

Section C: Description of our services

10. Receiving a Payment Request

- a) You receive an OPP Payment Request in connection with a payment that you have agreed to make to a Beneficiary on the website or in the app of an OPP Platform Partner. The Beneficiary has asked us to accept the payment on its behalf. One Payment Request may relate to more than one Transaction concluded with more than one Beneficiary and if that is the case it will clearly be indicated in the Payment Request. If you click on the OPP Payment Request, you will be redirected to the online payment environment of your own payment service provider (such as your

bank), to request the execution or initiation of the payment.

- b) The Payment Request you receive may, depending on what we agreed with the OPP Platform Partner, involve OPP Escrow. If you select an OPP Payment Request with OPP Escrow, the "Escrow Arrangements" apply in addition to the agreement under which you have agreed that a payment would be due to the Beneficiary. The applicable Escrow Arrangement can be found on the website or in the app of the OPP Platform Partner. The OPP Platform Partner provides to us, on your behalf, the data required to provide the services of OPP Escrow including any related update of the performance by its relevant users under the Escrow Arrangement.
- c) The services we provide to you as described in this clause 10 are technical services which you use so that your bank can provide its payment services to you. We do not engage in an ongoing relationship with you, unless you register for an OPP Account, in which case these User Terms apply to the user agreement governing your use of the OPP Account. This is different when you choose OPP PIS as a payment method or if you are an E-Money User.

11. Accepting Payments

- a) As a Beneficiary, you need to sign up for an OPP Account by sharing your contact information and indicating the bank account you'd like to connect to your OPP Account. We will perform certain checks, verify your bank account and, after our approval you will be a payment service user of OPP under the user framework agreement to which these User Terms apply. Subject to these User Terms, we will accept and process payments on your behalf. We will transfer the funds of payments accepted through our services and due to you for Payout (and - in case of

e-money, any subsequent redemption - see article. 22) to no other account than your linked bank account or your E-money account.

- b) **Please be aware** that identification and verification of your identity and bank account number must be completed and approved by us before we can transfer funds due by OPP to you to your linked bank account. This is part of the Know-Your-Customer ("KYC") process we are obliged to perform as a licensed institution. A Payout we cannot make because of missing steps in our KYC process, missing information in your KYC file or if we reasonably suspect that any information you provided to us is forged, falsified or otherwise incorrect (or because of another reason set forth in these User Terms) will become a pending Payout and we will notify you thereof in accordance with clause 30. Any claim in respect of a pending Payout is subject to a prescription period of one (1) year. This means you have the opportunity to complete the KYC process and your KYC file and enable our Payout to you within one year after the moment we notified you that your Payout became pending.
- c) We monitor payment details that we receive when accepting the payments to prevent fraud, money laundering, and terrorist financing. We apply certain limits for our services and apply risk-based restrictions to ensure we provide our services safely and securely and in compliance with applicable laws and regulations. As an example we may require more information if you wish to accept payments in excess of a certain amount, or the amount of each individual payment accepted through our services is restricted. Where needed, you will be informed of such limits in advance. You may also find out that they apply in the process of using

our services, as we promise that we will not have any limit or restriction left unnoticed.

12. OPP Escrow

Depending on what we agreed with the OPP Platform Partner, OPP Escrow may be made available through a Payment Request. As a Payer making a payment by means of an OPP Payment Request without OPP Escrow, you trust that the Beneficiary will proceed as agreed between you two. Following Payment Confirmation, we will make the Payout to the Beneficiary.

If a payment is being made by means of an OPP Payment Request with OPP Escrow, we will accept the payment and withhold the related funds on behalf of the Beneficiary until it has been determined whether the conditions of the Escrow Arrangements have been met. If this is not the case, no Payout will be made to the Beneficiary. Instead a Refund will be made to the Payer in accordance with these User Terms.

The OPP Platform Partner may offer to mediate in the event of disagreement regarding the conditions of the Escrow Arrangement being met as an additional and contracted service to you.

13. Credit card payments

Additional rules may apply if credit cards are available as a payment method. We inform you that there are circumstances in which a payment made with a credit card can be reversed. This is called a chargeback and as such the credit card is recognised as a reversible payment method. If you pay with your credit card or, if you are the Beneficiary of a payment made by a Payer using its credit card, you will be asked to make additional agreements about this with the OPP Platform Partner.

Be aware that those agreements regulate your liability and can lead to delivering something without receiving any payment for it. Dispute resolution by the OPP Platform Partner can also affect the course of the chargeback procedure for the Payer. When a chargeback is successfully challenged, the payment will not be reversed.

In accordance with what the OPP Platform Partner agrees with OPP and with its users (you), we carry out the (liability) agreements concluded between the Beneficiary and OPP Platform Partner about chargebacks, settling your agreed liabilities when making the Payout.

Credit cards are not the only reversible payment method. The OPP Platform Partner will inform you about other reversible payment methods as and when relevant.

14. Services and costs

Service costs apply to the use of our services. The service costs charged clearly appear in the Payment Request in accordance with the contractual arrangement you have with the OPP Platform Partner. Administrative costs may apply in accordance with Clauses 20.4 and Clause 24.

In the event of a Refund as the outcome of the OPP Escrow services, service costs charged may not be refunded. In case a payment was converted into another currency in the Payment Process, the amount of the Refund will correspond to the currency of the Transaction on the date of the Payment Confirmation.

Any portion of the payment relating to additional third-party services provided in respect of the Transaction (e.g. for shipping) may not be refundable, also not in case OPP Escrow was used. This depends on your agreement with the relevant third party.

15. Payout

Once the Payer has completed the Payment Process, we notify the OPP Platform Partner who shall duly notify all users involved in the Transaction that the payment was successfully accepted ("Payment Confirmation"). As of the date of the Payment Confirmation the Beneficiary is held to deliver (as agreed with the Payer).

The amount of Payout equals the amount of the payment in the currency of the Transaction on the date of the Payment Confirmation. If service costs were charged to the Beneficiary, the service costs due in accordance with the Payment Request will be first deducted.

If no Escrow Arrangements have been made we will make the Payout to the Beneficiary after the Payment Confirmation. If Escrow Arrangements have been made, we process the Payout after it has been established that the conditions as agreed in the Escrow Arrangements have been met. In the event that the OPP Platform Partner provides mediation services in whatever form, we transfer the funds after (1) the date on which mediation of the OPP Platform Partner led to a resolution, in accordance with the agreed resolution, or (2) the date on which the decision in respect of the dispute has been taken, in accordance with such a decision. Unless the OPP Platform Partner has made other contractual arrangements with you, we will process the Payout (or refund, as relevant) within one business day after the Payment Confirmation or the moment it was established that you are entitled to it, in accordance with the previous paragraph.

16. Please note

We are responsible for the OPP Payment Request. Nevertheless, you must verify that the correct amount is shown. It is at your risk and expense if you pay an incorrect amount, make a payment to someone to whom you do not owe the payment or if a fault occurs due to the

misuse of or forge of OPP Payment Request by yourself or a third party.

Please contact us by 020 3808 5514 or [FORM] whenever you receive a forged or falsified OPP Payment Request or if you suspect something is not right in regards to an OPP Payment Request.

Section D: OPP Payment Initiation

Services

17. Introduction to PIS

If you reside or the company you represent is located in the UK and you use the payment method 'OPP Payment Initiation services' ("OPP PIS") to make a payment, we will, at your request and on your behalf, instruct your bank to execute the related payment transaction. We explain how that works in this Section D.

For Transactions, we will accept the related payment on behalf of the Beneficiary.

17.1 Your explicit consent

With your explicit consent we will, on your behalf, give your bank the payment order for execution of the payment transaction. The amount of the payment will be credited from your bank account based on a SEPA credit transfer. In the Payment Process we may direct you to your bank in order to authenticate yourself. For your authentication you use the means and security details you have agreed with your bank which may include biometric security. By your authentication you agree to issue the payment order. We will not store your security details or biometric data. To evidence that you gave us your explicit consent and in order to make sure you authorised the execution of the payment transaction by your bank, the Payment Process of OPP PIS is designed so that no step in the process can be skipped and it is not completed until you click the button (or similar feature presented) that

states "I consent to PIS" or similar language ("Consent Button").

17.2 Irrevocable payment order

Once you click the Consent Button, we will instruct your bank to execute the payment transaction as you requested and the payment order will be irrevocable from this point. This means your payment cannot be cancelled anymore.

Your bank is responsible for the execution of the payment transaction as agreed between you and your bank. We don't know how long your bank will take to credit the payment amount (to us) – that is agreed between you and your bank.

17.3 Payment order rejected

There may be a reason for your bank to not execute the payment transaction. For example, the payment transaction will not be executed because there isn't enough money in your bank account. In such a case, instead of a Payment Confirmation, you and the Beneficiary will receive a notification of the rejection.

18. Unauthorised or incorrect PIS payments

You may be entitled to a refund subject to the terms and conditions of the framework agreement that you concluded with your bank in case of unauthorised or incorrect PIS payment.

Section E: E-Money Terms

19. Introduction

Electronic Money Institutions (EMI) such as OPP may exchange regular (or 'fiat') money into electronic money ("Electronic Money") by making it available for use in a technical way, for instance through a website or an app. This Section E applies to the use of the Electronic Money we may issue to you as an E-Money User. An E-Money User can be a Payer or a Beneficiary and the relating sections and clauses of these User Terms equally apply.

E-Money Users shall reside or be located in the UK/England.

As an E-Money User you're not protected by any Depositor Compensation Schemes provided by the competent compensation schemes. No interest is due in respect of any Branded E-Money you may hold.

Note that to an E-Money User who is a Beneficiary, and on whose behalf we accepted and received payments, we will, irrelevant of the payment method used to make the payment, make the Payout (as described in clauses 11 and 15) available in the form of Branded E-Money by transferring the resulting amount to the OPP E-Money account of the Beneficiary.

20. OPP Account for E-Money Users

For E-Money Users, clause 20 applies in addition to clause 7.

20.1 The name of your OPP Account

The OPP Account may be presented as a wallet branded under the program we set-up for and in cooperation with the OPP Platform Partner. So instead of OPP Account you may see a reference to 'wallet' with the same functionality as an OPP Account, yet branded under the name or program of the OPP Platform Partner.

20.2 Mandatory registration

To use our services as an E-Money User, your registration for an OPP Account is mandatory. Your registration for an OPP Account is completed and the user agreement between us is concluded as of the moment you are notified that we have accepted you as an E-Money User.

For E-Money Users, the OPP Account is a user account on our platform where we record and report your E-Money Balance, any increases and reductions thereof and any changes affecting the availability of your Branded E-Money as a result of E-Money Payments we executed, payments we accepted for you, redemptions we

made or other activity in accordance with these User Terms. Your OPP Security Credentials form the payment instrument which you use in order to request us to execute an E-Money Payment or to make a redemption.

20.3 Keeping your Branded E-Money safe

Anybody who has access to your OPP Security Credentials is able to undertake activity on your OPP Account and with your available E-Money Balance held on it, given the functionality of an OPP Account with Branded E-Money. Make sure you act as prescribed in clause 7.4 when you find out or suspect someone without your authorisation (mis-)used your OPP Security Credentials and act as prescribed in clause 25 whenever you identify unauthorised E-Money Payments in our OPP Account.

20.4 Abandoned OPP Accounts of E-Money Users

We will keep any E-Money Balance on the abandoned OPP Account of an E-Money User safeguarded for redemption, applying the administrative costs in accordance with clause 24. In the event of death of the E-Money User, an assignee of the E-Money User can contact us by phone on 020 3808 5514 or [FORM] and make a Redemption Request.

20.5 Failing OPP Platform Partner

If our agreement is terminated because of the OPP Platform Partner's failure or (likely) inability to comply with its obligations towards us, as set forth under the first bullet point of clause 26.1, we will contact you directly to make redemptions.

21. E-Money and E-Money Users

21.1 How we issue Branded E-Money

The Electronic Money we issue is a prepaid payment method, which can be used by the E-Money User to make payments in respect of Transactions concluded through the services of specific OPP Platform Partners ("Branded E-Money"). When it is issued to you, you hold it

in and you may use it through your OPP Account using your OPP Security Credentials for the authorisation of E-Money Payments. In your OPP Account you can see the amount of Branded E-Money you're holding ("E-Money-Balance").

You can get Branded E-Money into your OPP Account by:

- a) receiving the Payout as the result of accepting payments as a Beneficiary as described in Section C, clause 11; or
- b) asking us to issue to you a sum of Branded E-Money in exchange for paying to us an equivalent sum in GBP via the 'Add E-Money Button' in your OPP Account. We then present to you an "Add E-Money Request" for the payment of which we are the *beneficiary* as will be clearly indicated.

21.2 Reserved E-Money Balance

Part of your E-Money Balance may be reserved as a result of the OPP Escrow (services) or for reasons you may have agreed with the OPP Platform Partner ("Reserved E-Money Balance"). Any Reserved E-Money Balance is shown in your OPP Account. The Reserved E-Money Balance is not available for redemption nor to make E-Money Payments with.

22. Redemptions

By redeeming Branded E-Money, we will credit the value less any Reserved E-Money Balance of the redemption amount in GBP from your E-Money Balance and transfer it to your linked bank account.

22.1 Automatic redemptions

It may be necessary to apply a limit/maximum to the E-Money you hold on your OPP Account. We or the OPP Platform Partner will notify you of the applicable limit ("Maximum E-Money Balance"). You may also agree with the OPP Platform Partner an automatic redemption schedule, which means we will make redemptions in accordance with the agreed

redemption schedule on each redemption date. We will also make redemptions automatically once the Maximum E-Money Balance has been exceeded.

We will also make an automatic redemption of any available E-Money Balance placed in the OPP Account of an E-Money User that is closed for other reasons than the reasons giving us the right to suspend our services or terminate our agreement with you as set forth in clause 26.

22.2 Requested redemptions

You have the right, at any time, to request us to redeem (part of) the amount of your available E-Money Balance via the 'Redemption Button' in your OPP Account. To confirm your Redemption Request you will be asked to present your OPP Security Credentials. Redemption Requests will not be honoured if the amount you request us to redeem ("Requested Redemption Amount") exceeds your available E-Money Balance.

Please note: As a licensed E-Money Institution, we only can make a redemption to the verified bank account of the E-Money User in your KYC file.

This means that we cannot make redemptions if we haven't verified your bank account or if for other reasons steps are missing in our KYC process, information is missing in your KYC file (e.g. you changed your bank account number or you wish to redeem funds as a heir or for someone you legally represent) or if we reasonably suspect that any information you provided to us is forged, falsified or otherwise incorrect. Any amount we cannot redeem for this reason (or because of another reason set forth in these User Terms) will become a pending redemption.

We will notify you when we start holding funds in pending redemption and clearly instruct you to complete or correct the information we hold about you in our KYC file. The amount of pending redemption will also show in your OPP Account ("Pending Redemption Balance").

23. Making E-Money Payments

As an E-Money User you can make payments by means of Payment Requests using Branded E-Money as a payment method, provided there is E-Money Balance available in your OPP Account and the Payment Request is related to the same Platform-partner

By moving forward through the Payment Process that is prompted when you choose to make a payment using an amount of your E-Money Balance ("E-Money Payment"), you will be completing a payment order to us, once you have provided us with the information and any OPP Security Credentials requested during the Payment Process and clicking 'I Confirm Payment' or a button with similar wording ("Confirmation Button") Once you clicked the Confirmation Button, your payment order to us is given and we will execute the E-Money Payment by instantly deducting the amount of the payment shown in the Payment Request from your Branded E-Money Balance. Except if the E-Money Payment shall be conditionally executed in respect of an Payment Request with OPP Escrow, the amount debited will instantly be credited to the OPP Account of the Beneficiary.

24. Administrative costs

If, for any reason, your Redemption Request is made for a transfer of the Redemption Amount to another bank account than the bank account we verified in the process of your registration, we need to verify that bank account and we may charge administrative costs of GBP 15 for the verification by withholding it from the Redemption Amount.

We also charge administrative costs in respect of the funds we hold as your Pending Redemption Balance. For details: <https://onlinepaymentplatform.com/en/terms-policies/account-closing-policy>

25. Unauthorised E-Money Payments

You shall regularly check your OPP Account, your E-Money Payments made and your available E-Money Balance. We will rectify any unauthorised or incorrect E-Money Payment if we are liable for it, but only if you reported it to us within thirteen (13) months after we executed it wrongfully or without your authorisation (authentication). We will rectify, within ten (10) days after your notification, by debiting to your OPP Account the amount of the unauthorised E-Money Payment so that it is restored to the state it was in before the unauthorised E-Money Payment was executed.

You can notify us of unauthorised E-Money Payments by phone on 020 3808 5514 or [\[FORM\]](#).

We are not obliged to rectify if we find out that the unauthorised E-Money Payment results from your breach of your obligations under these User Terms. Also, you may have to pay up to the first GBP 35 of an unauthorised transaction, if your OPP Account was compromised or your OPP Security Credentials were misappropriated and the unauthorised E-Money Payment was made before you notified us in accordance with clauses 7.4. and 20.3. This won't be the case if you could not have been aware of the compromise or misappropriation, or if we were at fault.

Section F: Other provisions

26. Suspension of our services or immediate termination of our agreement

26.1 Termination or suspension reasons

Reasons to terminate our agreement with you or to suspend, for such period as we may reasonably determine, your use of our services in whole or in part at any time are:

- a) The OPP Platform Partner is not performing its or it is likely that the OPP Platform Partner will no longer be able to perform

its services in respect of Transactions and Transaction Data to you;

- b) We reasonably believe that you have used or are likely to use our services, or allow them to be used, in violation of the do's and don'ts of clause 8 or in breach of any of your other obligations of these User Terms;
- c) If we have reasonable grounds to believe that (a part of) your E-Money Balance is at risk of fraud or misuse;
- d) We must do so as prescribed by law or as instructed by the police, a court or any relevant governmental or regulatory authority;
- e) We must do so to comply with our obligations to prevent money laundering and terrorism financing, including the situation wherein we cannot verify your identity or any other information pertaining to you or your bank account or otherwise are unable to complete and make sure your KYC file is correct;
- f) If you notified us of or we suspect there has been, there is or there's a threat that your OPP Account will be accessed or used fraudulently or otherwise without your authorisation;
- g) If you must engage in a debt restructuring program or are placed under guardianship or if your company files for or has its bankruptcy filed for;
- h) You are no longer alive and we have been informed about that;
- i) If you are a company, LLP or Partnership, there has been a change in control (majority ownership).

Suspension of our services to you may cause us to block your OPP Account or your OPP Security Credentials, stop creating Payment Requests for you and to withhold the payment of any funds due in respect of Payout, Refund, issuance of Branded E-Money or the redemption thereof. If we are allowed to, we will let you know the

reason for doing so. We will not be liable for any costs or damages you may incur due to our suspension of services or the termination of the user agreement for any of these reasons.

We're not informed about personal circumstances such as debt restructuring, guardianship or your passing away until you or someone lets us know. Such notifications can be made by phone on 020 3808 5514 or [FORM].

26.2 Consequences of suspension of our services or termination of our user agreement with you.

If we block your OPP Account, disable your OPP Security Credentials or if we decide to suspend or to not or no longer provide our services to you, we will notify you, unless we shouldn't do that for legal reasons or due to security reasons.

27. Changes to these User Terms

We reserve the right to change these User Terms by giving two (2) months' notice to you. If we do this, you may terminate the original framework agreement immediately and without charge before the proposed changes take effect, otherwise you shall be deemed to have accepted such changes when the 2 months' notice expires.

28. Communication

Our agreement with you is in English and English will be the language used to communicate between us. We securely communicate with you by posting information or placing notifications in your OPP Account, emailing it to your verified email address, calling you or sending you mobile messages to your verified mobile telephone number.

Any notices we send by email or mobile messages shall be deemed given 24 hours after the email is sent, unless we were notified that the email address we used is invalid. You shall ensure that contact details in your OPP Account are up-to-date, as it is important that we can

reach you, particularly in case we have to notify you in case of suspected, determined or threatening fraud in respect of your use or interaction with our services.

This does not apply to any service of legal proceedings.

29. Availability of our services

We cannot and do not warrant that OPP Payment Requests will work at all times, that you can access your OPP Account at all times nor that all payment methods are always available.

30. Timelines

When making a Payout, Refund, or redemption in providing our services to you, we instruct our bank to transfer the amount of Payout, the amount of the Refund or the Redemption Amount from our safeguarding bank account to your bank account. We send such instructions to our bank at the latest on the business day following the moment on which our obligation to Payout, Refund or redeem has arisen in accordance with these User Terms. If ever such an obligation arises on a day that is not a business day, or after 6 p.m. local time in the UK, we will send the related instructions to our bank on the next business day. Our bank is responsible for the execution of the payment order we sent them. An additional business day may lapse between our payment instruction to them and your actual receipt of the funds.

In these User Terms a business day means a day on which the banks in the United Kingdom are open for regular business.

31. Liability

31.1 Our liability

Nothing in these User Terms shall limit or exclude our liability for death or personal injury, for damages resulting from our gross negligence or wilful intent or for any other

liability that cannot be limited or excluded by law.

31.2 Unauthorised use of your OPP Account

We are liable and shall compensate you for any losses or damages you have incurred due to unauthorised access to your OPP Account after you made your notification in accordance with clause 7. This is not the case if you did not abide by the do's and don'ts of clause 8. In such a case, you are in breach of your obligations and you shall bear any loss and damages yourself.

31.3 No liability

We can only provide our services with respect to OPP Payment Requests if everyone involved complies with its obligations towards us and towards each other.

Therefore, we do not accept any liability for any damages that someone involved incurs due to:

- a) another party than OPP failing to perform its obligations towards you,

Furthermore shall have no liability in respect of

- b) your violation of the do's and don'ts of clause 8;
- c) your failure to notify us in accordance with clause 7 and 18 in case your failure to do so is caused by your gross negligence or intent;
- d) fulfilling our legal and regulatory obligations or complying with rules that apply to certain payment methods;
- e) our decision to block your OPP Account or suspending our services to you for cause in accordance with these User Terms; or
- f) under abnormal and unforeseeable circumstances.

31.4 Your liability

You are liable for any damages we may incur in connection with your breach of the obligations you have under these User Terms. If it has been

established that we have incurred damage as a result of your acts or omissions or breach of these User Terms as a consumer, we may settle this with any payment obligation we may have towards you. If you use our services as a business, you indemnify us against all costs and damages that we may incur due to your actions or omissions breach of these User Terms and, if you are a Beneficiary, we will settle this with any payment obligation we may have towards you or collect the relevant amount from your bank account.

32. Complaints

You can report any complaints on our website or through your OPP Account.

32.1 Complaints about other users

We register and monitor the complaints we receive about Payers or Beneficiaries and may take action in accordance with these User Terms for the purpose of safeguarding the integrity of our services.

32.2 Complaints about us or our services

If you have a complaint about our services, we would like to be given an opportunity to resolve it together. You can report your complaint through the support page on our website. If you have incurred damage and you believe that we are liable for it, you must report this to us in writing and explain to us why you think we are liable.

If we cannot mutually resolve the issue and you have received payments through OPP as a consumer, you may direct your complaint to the complaints body appointed by the national competent authority in the country where we are located, shown in the table of clause 1. These complaint bodies offer low-threshold and expert dispute resolution as an alternative to the courts. You can always start legal proceedings at the competent court in England if you want to hold us liable for something and

we haven't been able to resolve it informally with you.

33. Entire Agreement

These User Terms and any other documents referenced in them set out the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral, in respect of its subject matter.

34. No Partnership or Agency

Nothing in these User Terms constitutes, or will be deemed to constitute, a partnership between the parties nor make any party the agent of another party.

35. Rights of Third Parties

Except as provided for in this Agreement, no one other than a party to this Agreement, their successors and permitted assignees shall have any right under the [Contracts \(Rights of Third Parties\) Act 1999](#) to enforce any of its provisions.

36. Governing law and Jurisdiction

These User Terms and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these User Terms, its subject matter or formation (including non-contractual disputes or claims) and waive any objection to those courts on the grounds of inconvenient forum or otherwise.

Contact details

Your location	UK
Our company name	Online Payment Platform Ltd.
Licensed as	Electronic Money Issuer
Our Address	North West House, 119 Marylebone Road, London, England, NW1 5PU
Our telephone number:	020 3808 5514
Our Financial Supervisor	Financial Conduct Authority
Registration number of our licence	1003976
How to contact our supervisor	www.fca.org.uk
Complaints <i>In case of individuals/consumers</i>	complaints@onlinepaymentplatform.com if our procedure did not solve your complaint: Financial Ombudsman Service Exchange Tower Harbour Exchange, London, E14 9SR 0800 023 4567 or 0300 123 9 123 complaint.info@financial-ombudsman.org.uk

The information in this table is subject to changes without the need for your consent

Online Payment Platform Ltd. can always be contacted through www.onlinepaymentplatform.com under 'Contact'. More information about your rights if you use our OPP Payment Services as a consumer you will find on <https://www.fca.org.uk/consumers>.