

Legal Terms and Terms of Use of SecPaid

Foreword

These are the terms and conditions for the technical service software SecPaid, which is offered as a carrier/messenger of e-money on the website secpaid.com. If a contract is concluded for the use of this technical service software SecPaid, the following shall apply. The contract governs your use of the SecPaid user account, hereinafter referred to as the user, with which you agree to the general terms and conditions and terms of use by signing a physical contract. As a registered user of a SecPaid User Account, you can offer your customers, hereinafter referred to as users, various payment options. Payments are referred to as transactions. If a transaction for your SecPaid user account is initiated by a user, it is no longer possible to cancel a transaction, nor can the user reclaim the transaction from SecPaid, as SecPaid has already provided its service in full by triggering the user's transaction and at the latest with the crediting of the corresponding SecPaid user account and has thus fulfilled its contract as a technical service provider. A fourteen (14) day right of cancellation is excluded, and this exclusion is accepted by the user by initiating the transaction. Data protection guidelines and data collected by the payment services/payment sources offered can be obtained directly from the providers. We hereinafter refer to these Legal Terms and Terms of Use as Legal Terms. They apply to registered SecPaid user accounts whose users are residents or registered companies of the Federal Republic of Germany or the European Economic Area and whose users, who do not necessarily have to be residents of the European Economic Area, initiate transactions to registered SecPaid user accounts.

For international registrations, the same Legal Terms with its provisions, the money laundering section and the Privacy regulation are in force, but must be requested in the required language. The latest version of our technical services software SecPaid, will always be made available to you on the secpaid.com website. Signed contracts or subscriptions retain their legal force and do not have to be adapted to the current version.

By opening and using a SecPaid user account, you agree to comply with all provisions of these Terms of Use. You also agree to comply with any separate agreements that may apply to you or your company through a physical contract. Users who initiate a transaction to a SecPaid user account must identify themselves to the payment service/payment source used.

As these Legal Terms are subject to the laws and jurisdiction of the Federal Republic of Germany, it may be necessary to amend them.

All future changes to the Legal Terms will be published on the secpaid.com website. This does not affect any separate agreements for you resulting from a physically concluded contract. By continuing to use the SecPaid user account after a change to these Legal Terms, you agree to the changes. If you do not agree to the changes, you can cancel your account before the changes take effect.

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1. Information about us

The services of the technical service software SecPaid on the secpaid.com website is provided for registered users in the European Economic Area of SecPaid Limited & Co. KG, Tal 44, 80331 Munich. Information on how to contact us can be found on the secpaid.com website or, if applicable to you, in the details of a physical contract.

The main business of SecPaid is the transaction from a payer, hereinafter referred to as the customer, to the payee, hereinafter referred to as the user, and the provision of payment services used for the transaction by the customer.

2. Requirements for a SecPaid user account

Your company must be properly registered in the country where its headquarters are located. When using the right of establishment, your establishment must be duly registered in the country in which the right of establishment is used.

We also require a PCI declaration of conformity from your company, which you must submit to us independently on an annual basis.

You need Internet access and a device and operating system of your choice to register on secpaid.com. Mandatory fields must be completed.

3. Account cancellation

You can cancel your SecPaid user account at any time.

If you have signed a physical contract, you can find the cancellation information there.

After cancellation of the contract or deletion/deactivation of your SecPaid user account, our business relationship ends immediately.

SecPaid is obliged to withhold a reasonable period of time for the settlement of claims and other liabilities of your account and compliance with the applicable laws and regulations for your credit balance on the SecPaid user account. If there is no credit balance, you will receive corresponding statements of any claims from us or third parties.

You remain responsible for any outstanding obligations that arose prior to the cancellation of your SecPaid user account. If no claims are expected after a maximum holding period of thirty days, your credit balance will be paid out to the IBAN you have deposited with us.

If a SecPaid user account is used for criminal activities or only partially used for such activities, the SecPaid user account will be blocked and the matter will then be passed on to the relevant authorities. In such a case, your contract will be cancelled by us without notice. Even if we receive this information from the authorities.

SecPaid has the right to terminate your SecPaid user account, and consequently your contractual relationship based on a physical contract or subscription, if your behaviour is damaging to SecPaid and SecPaid's contractual partners, image, or reputation.

In particular, SecPaid shall terminate any contractual relationship if your behaviour violates morals, ethics, human rights, international law, public morals, discrediting, discrimination, GDPR, AMLA or is otherwise reprehensible in any way.

By using a SecPaid user account, you are obliged to submit a PCI compliance declaration to SecPaid annually, independently and unsolicited. If you fail to fulfil this obligation, SecPaid reserves the right to terminate the contractual relationship.

4. Using the SecPaid user account

You must keep your access data safe to prevent misuse.

You can receive money from the payment service providers we offer, hereinafter referred to as transactions. You can view the payment service providers on our website, as well as in your physical contract, or by contacting the SecPaid team. If you, as our customer, a payment link with them SecPaid program create, for your customer, will SecPaid Limited & Co. KG, automatically, but only formally, to the assignee and our customer to the assignor. In this case, the assignee is to be regarded as the new creditor of the claim, so that he is also entitled to collect it. However, he has no authority to dispose of the claim in question; thus, a so-called fiduciary relationship exists between him and the assignor. Therefore, the assignee ultimately has more legal power in external relations than in internal relations. Therefore, the intended use also includes SecPaid and no service or goods from our customers, because SecPaid Limited & Co. KG then acts for the claim amount, in its own name, but is obliged by law and legal situation, as assignee, that is SecPaid Limited & Co. KG, immediately upon receipt of the claim amount, to transfer it to our customer, the assignor, to his bank account known to us. For this transaction, SecPaid Limited & Co. KG receives the SecPaid service fee. You can find the information regarding your SecPaid service fee on the website secpaid.com or in your physical contract.

You will find the full explanation in the contents, under the chapter assignment of receivables.

This account is managed and administered by you.

As a company, you use your SecPaid user account to receive online payments for your company. We offer various payment source options for this purpose, which can be found on the secpaid.com website.

The privacy policies of the payment sources used, including which data is collected by them, must be obtained by the user and the user from the providers of the payment sources that are linked to the SecPaid user account.

If you have concluded a physical contract with SecPaid, these will be listed in your contract.

You can view a list of your transactions in your SecPaid user account.

The base currency is Euro.

Credit balances are automatically transferred daily by SecPaid to your IBAN stored with us.

No interest is charged on your SecPaid balance.

You are responsible for paying any taxes on your balance to a tax office.

5. Assignment of receivables

In international business transactions, assignment of receivables is particularly used to assert claims across borders. In addition to national civil law provisions, European Union regulations, such as Regulation EC No. 593/2008, Rome I, apply with regard to applicable law, in particular Articles 14 and 15.

In principle, no special legal formal requirements apply to assignment of receivables. National under German law, in particular Section 398 of the German Civil Code (BGB), a claim can be assigned informally unless a special form, such as written form, is required by law or contract. This process is automated in the SecPaid software, and our customers do not need to take any further action or sign a separate contract. The assignment of receivables enables the SecPaid Limited & Co. KG to assert the third-party claim in one's own name, so that SecPaid Limited & Co. KG can ultimately demand a performance from oneself, which is done by charging the SecPaid service fee. However, SecPaid Limited & Co. KG has no further rights. The creditor retains all other rights and is the only one who can exercise them. In most cases of cancellation, such as frequently known from PayPal, we take on the first escalation, but if it is not successful, you must then deal with the collection of the invoice amount alone, or take measures, as further intervention by SecPaid Limited & Co. KG would violate the legal and regulatory situation regarding the assignment of receivables.

5.1 Concept and fundamental meaning of assignment of receivables

The assignment of receivables is a term from civil law that refers to the transfer of a claim for the purpose of collection by a new creditor. In this case, the claim is not definitively transferred to the new creditor, but rather the new creditor merely receives the authority and right to assert the claim in his own name on behalf of the original creditor. The assignment of receivables represents a special legal institution and is in particular used in commercial transactions to collect receivables efficiently.

5.2 Legal basis of assignment of receivables

Assignment for the purpose of confiscation the claim by the assignee. As with the assignment for security purposes, a fiduciary assignment in which the assignee although in external relationship the creditor position completely transmitted, in the Internal relationship but is bound in a fiduciary capacity to the assignor when exercising this legal position. The assignment of receivables serves typically the economic interest of the assignor. The fiduciary obligation of the assignee typically includes the obligation to collect the claim for the account and in the interest of the assignor and to comply with any instructions from the assignor, if required. With the SecPaid software, all processes are automated, so that the invoice amount, after crediting in the system SecPaid is paid out to our customer at his or her known financial institution.

5.3 Legal regulation and demarcation

The assignment of receivables finds its legal basis in the general provisions of the German Civil Code (BGB), on the assignment of claims, §§ 398 ff. BGB. Compared to the real, the assignment of receivables differs from a full assignment in that the collected claim is formally transferred to the assignee, the acquirer of the claim, but the assignee remains obligated to transfer the proceeds to the assignor, the original creditor. The assignment is usually silent, i.e., without disclosure to the debtor, unless there are contractual or statutory disclosure obligations. The assignment of receivables is direct debit authorisation to demarcate, there at the assignment of receivables the claim is not transferred to the recipient, but only the right to it is transferred to him confiscation the commercial confiscation of claims assigned for collection purposes, what a direct debit authorisation would be, falls as dept collection service under the regulation of the Legal Services Act, Section 2, Paragraph 2 RDG, which does not apply to the assignment of receivables, since SecPaid Limited & Co. KG does not receive a

direct debit authorisation, can this procedure be carried out without an assignment of receivables licence, as explained in detail in this chapter on assignment of receivables.

5.4 Contracting parties and participants

The assignment of receivables usually involves three parties:

- **Assignor:** The assignor is our customer.
- **Assignee:** This is SecPaid Limited & Co. KG.
- **Debtor/Customer of the assignor:** The person against whom the claim is directed.

6. SecPaid service fees

The SecPaid service fees are calculated and charged by us as a service fee based on the agreements, we have with a payment service or payment source. The service fees are subject to the global financial market and other price increases beyond our control, which may result in an increase in the service fees, temporarily or permanently.

If a contract or subscription with a term has been concluded with us, the SecPaid user account will always be set to the module that comes closest to the contract from the agreed SecPaid service fees. SecPaid shall always endeavour to bring about the origin of physical contracts, if possible.

A term of a subscription or contract merely means that SecPaid would want to fulfil the individual agreements.

If influences affecting a contractual partner are either unacceptable or measures to be taken by SecPaid are not satisfactory, both the contractual partner and SecPaid may terminate the contract.

7. API performance and safety

SecPaid uses the **KONG API** to manage and forward API requests. The aim is to achieve a response time of **<500 milliseconds**, although this depends on the performance of the KONG API tool. To ensure strong authentication and authorisation, **Keycloak** is used, which enables single sign-on (SSO) and the management of roles and authorisations for API access. This ensures that only authorised users can use the API. In the event of problems with the API, SecPaid takes over communication with the third-party providers, but has no direct influence on the resolution, as the infrastructure and services are operated by the third-party providers (IONOS SE, KONG, Keycloak).

8. Risk of chargebacks

If your SecPaid user account is frequently debited with chargebacks, which would be from one (1%) percentage point of the monthly transactions, SecPaid will hold back twenty (20%) percent of your credit balance until the following month in order to be able to service any chargebacks.

If these chargebacks are constant and monthly over a longer period of time and you do not remedy the situation or do not contact the SecPaid service for clarification, SecPaid reserves the right to restrict or cancel your SecPaid user account.

In this case, SecPaid will also send you a warning and charge you fees for the additional work involved, which will be communicated to you separately.

9. Liability and warranty

As a technical service provider, we have no influence on the contract concluded between the customer and the user. Therefore, discrepancies, defects in the subject matter of the contract, cancellations, or other complaints arising from this contract are the responsibility of the contracting parties, in this case the customer and the user. The contracting parties shall then apply the applicable law of the respective country and, in the case of defaulting customers, for example, shall themselves be responsible for the costs of debt collection, lawyers or court costs. SecPaid accepts no liability or warranty for this.

Should you as a user require support from us, you can optionally request the necessary individual fee for our service. A fee will then be charged based on the expected effort required, e.g. to recover an unjustified chargeback/reversal of a transaction from your SecPaid user account, and will be communicated to you before the SecPaid team becomes involved in the matter.

You are responsible for the security of the devices and operating systems you choose for your SecPaid user account.

You must protect your access data from misuse.

If you grant or authorise third parties to access your SecPaid user account or instruct third parties to manage your SecPaid user account on your behalf or to make payments and bookings, SecPaid accepts no liability or warranty for their actions.

The technical service software SecPaid is maintained and serviced by us in accordance with the current state of technology available.

SecPaid provides a service for you on weekdays from 09:00 a.m. - 05:00 p.m., which you can contact if you have any questions or need help.

SecPaid cannot accept any liability for the failure of servers or third-party systems, as SecPaid is dependent on third-party providers and third-party systems.

If SecPaid detects malfunctions or security risks that jeopardise systems and applications, the technical service software SecPaid may be temporarily deactivated or restricted until the malfunction or security risk has been rectified. In this case, SecPaid cannot accept any liability or warranty.

SecPaid shall not and cannot assume any liability or warranty for events that are beyond the control of SecPaid and its service team.

10. Right of ownership / possession

Users who register on the secpaid.com website or users who sign a customised contract receive neither ownership nor possession rights, only the non-exclusive right to use the technical service software SecPaid.

The rights of ownership/possession remain with the authors/owners.

11. Money Laundering Act (AMLA – GwG)

Anyone who registers for a SecPaid user account has a duty to co-operate. The information required to identify a natural person, a legal entity or a partnership is set out in § 11 (4), (5) and (6) GwG. This information is collected during registration.

Should changes occur during the business relationship, SecPaid must be notified immediately.

If changes are not notified to SecPaid promptly, SecPaid shall not be liable for any resulting damages or losses caused by the contractual partner's breach of the duty of notification.

The contractual partner of SecPaid shall be obliged to fulfil requirements for prevention in accordance with the GwG, to keep the provision or updating of his data and/or documents up to date.

Should the contractual partner fail to fulfil his obligations even after being requested to do so by the SecPaid service or after a request has been made, the SecPaid user account shall be restricted or deleted. A processing fee will be charged for the additional work involved, which will be communicated to you separately.

The SecPaid user account may only be used for the ordinary business operations of the company.

If a contractual partner wishes to establish, continue or execute transactions for a beneficial owner, the identity of the beneficial owner must be proven to SecPaid.

SecPaid is obliged by the GwG to provide information on conspicuous transactions to the authorities upon request, even without the contractual partner's consent, or to forward conspicuous transactions that are recognised by SecPaid to the relevant authorities. This also applies if there is an initial suspicion of money laundering, criminal activities of any kind or support for terrorism, or if an initial suspicion is confirmed.

12. Privacy

SecPaid processes and secures data that is collected in accordance with the General Data Protection Regulation (GDPR).

Furthermore, data is processed on the basis of our PCI compliance declaration.

The cookies from secpaid.com on your device are valid for 24 hours.

The GDPR regulates the handling of personal data, both private and public, within the European Union and also in non-EU countries in the European Economic Area.

The data protection standard under the GDPR also applies to international registrations for a SecPaid user account, as well as to authorisation.

You authorise us for this.

If you register for a SecPaid user account, personal data or company-related data will be collected. When a physical contract is concluded, the data is also collected and stored at IONOS SE. The data collected by us is not passed on to third parties, it is used for registration or when signing a contract in order to credit transactions to your SecPaid user account, to be able to allocate the corresponding service fees incurred and to carry out transactions to your IBAN stored with us and to fulfil legal requirements.

In order to be able to realise the transaction processes for your SecPaid user account, we work together with third-party providers, which you can find on our website secpaid.com. Only a system-relevant exchange of the necessary data takes place here.

The privacy policy can be found on the websites of the respective providers.

For customers who initiate transactions to a SecPaid user account, the data is collected by the payment service providers, where customers can find the privacy policy.

13. Contact details

Please contact us if you have any questions or concerns. Our contact details are as follows:

Postal address:

SecPaid Limited & Co.KG
Tal 44
80331 Munich
Germany

or

SecPaid Limited
Kandoy House, 2 Fairview Strand
Clontarf West Dublin 3, D03 R8P3
Ireland

E-Mail: contact@secpaid.com

You can also contact us via the contact form available on our website.