

Legal Terms and Terms of Use of SecPaid

Foreword

These are the terms and conditions of the contract concluded between you and SpacePitch Ltd, 132-134 Great Ancoats Street, Unit 620, Manchester M4 6DE, United Kingdom, hereinafter referred to as SecPaid, for the use of the SecPaid payment service system, which is the bearer/messenger of e-money on the secpaid.com website. The Agreement governs your use of the SecPaid user account, hereinafter referred to as the user, with which you agree to the Legal Terms and Terms of Use by registering or 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 offered service in full with the initiation of 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 payment 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 payment services system will always be made available to you on the secpaid.com website. Signed contracts, subscriptions or online registrations 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 SecPaid payment service system on the secpaid.com website is provided for registered users in the European Economic Area of SpacePitch Ltd, 132-134 Great Ancoats Street, Unit 620, Manchester M4 6DE, United Kingdom, company no.: 14937345. 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 duly registered in the Federal Republic of Germany.

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 online contractual relationship or a 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

The SecPaid user account is legally correctly labelled an e-money account.

You must keep your access data safe to prevent misuse.

You can receive money from the payment services we offer, hereinafter referred to as transactions. You can view the payment services on the website as well as in your physical contract or by contacting SecPaid. SecPaid charges service fees for these transactions, which you can find on the secpaid.com website or in your physical contract.

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. 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.

6. 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).

7. 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.

8. Liability and warranty

As a payment 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 SecPaid payment service system 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 payment service system 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.

9. 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 payment service system.

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

10. 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.

11. 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 services, where customers can find the privacy policy.

12. Contact details

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

Postal address:

SpacePitch Ltd

21 Hill Street

Flat 272

Haverfordwest SA61 1QQ

United Kingdom

E-Mail: contact@secpaid.com

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