

PAYMENTS

TERMS AND CONDITIONS: PAYMENTS

Terms and conditions: payments became effective on: 08.07.2020

1. Status of these Terms and Conditions

1.1. Fin Center Limited is a private limited liability company established under the laws of England and Wales with the registration number 11915870, business address located at 30 Moorgate, London, England, EC2R 6DN (hereinafter “Fin Center”, “we”, “us”, or “our”). Fin Center is an Authorised Payment Institution under Payment Services Regulations 2017 and is supervised by Financial Conduct Authority (hereinafter “FCA. Pursuant to the license supplied by the FCA, Fin Center Limited may provide certain payment services within whole territory of EEA, subject to notification of the national authorities. We are included in the FCA’s Register of authorised firms which can be found on the FCA website.

1.2. These Terms and Conditions: Payments (hereinafter “Terms”) is a legally binding document which oversees the relationship between Fin Center Limited and Client (hereinafter “Client”, “you”, or “your”) who wishes to use or uses Services. By using our Services, you recognise and acknowledge that you have familiarised and fully agree with these Terms. In case you do not consent to certain terms as are enshrined herein, please discontinue use of Services and contact us by the means set out in the Clause 15.3 “Notices to Fin Center”.

1.3. These Terms shall come into force on the day that Fin Center confirms Payment Account has been opened and shall continue for a period of 30 days (hereinafter “Trial Period”). The term shall automatically extend for a period of 12 months (hereinafter “Term”) at the end of Trial Period and each subsequent Term, unless terminated earlier.

1.4. These Terms are general in nature and are part of all other relevant agreements such as: Privacy Policy, Cookie Policy, Terms and Conditions: Acquiring, and all Supplemental Agreements, if applicable.

2. Services of Fin Center

2.1. Fin Center is allowed under our payment institution license to provide the following services:

(a) services enabling cash to be placed 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) the execution of the following types of payment transaction:

(i) direct debits, including one-off direct debits;

(ii) payment transactions executed through a payment card or a similar device;

(iii) credit transfers, including standing orders;

(d) issuing payment instruments or acquiring payment transactions;(e) money remittance.

2.2. The detailed description of services which Fin Center is offering is provided on our Website. The Services in question may change from time to time, please consult our Website to learn more details.

2.3. Holding funds at Payment Account with Fin Center is not the same as holding such funds in an account with a bank, meaning that:

2.3.1. we cannot and will not use the funds to invest or lend to other persons or entities;

2.3.2. your funds will not accrue interest; and

2.3.3. your funds are not covered by the Financial Services Compensation Scheme (hereinafter "FSCS"). The funds which you transfer to a Payment Account with Fin Center are held in one or more safeguarding bank accounts separately from our own funds, in accordance with the Payment Services Regulations 2017.

2.4. From time to time, Fin Center may offer you complementary services/products, such as loans, investments, currency conversion, insurance, credit and savings products and etc, on top of those which are directly provided by us. Such complementary services/products will be solicited by our partners who are duly licensed credit institutions, insurance companies, broker dealers and etc. For the use of any complementary services/products, you may have to accept some additional terms and conditions of our partners, as will be notified to you.

2.4.1. Fin Center does not act as a broker or intermediary, we simply provide you with the access to the services/products of third parties through the Electronic Platform. We do not bear any liability for services/product provided by third parties or for reliance on any information supplied by third parties.

3. Establishment of a business relationship

3.1. Fin Center shall have the right, in our sole and absolute discretion, to decide with whom to conclude or not to conclude any agreement and/or enter into business relationship. Fin Center may refuse to enter into a business relationship and/or conclude any agreement with a person or to provide Services to a person in the following cases:

3.1.1. The person does not or may not meet the requirements stipulated in the legal acts regulating the prevention of money laundering and terrorist financing;

3.1.2. The person did not provide documentation or information as requested by Fin Center;

3.1.3. There is suspicion that person plans to use the Services for any restricted or prohibited activities;

3.1.4. The person has caused direct or indirect damage to Fin Center;

3.1.5. The person is a politically exposed person;

3.1.6. The person has been prosecuted and/or convicted for a financial or economic crime, fraud, misrepresentation or another crime with regard to abuse of trust;

3.1.7. For other good reasons not to establish a business relationship or conclude any agreements, including but not limited to the legal obstruction, such as restricted active legal capacity, lack of authorisation or ambiguous authorisation;

3.1.8. The person belongs to a risk group with regard to which Fin Center established restrictions on establishing a business relationship, opening a Payment Account or performing any other acts;

3.1.9. The person is national or is domiciled in any of Restricted Countries, or otherwise has substantial links with such countries;

3.1.10. The person does not meet requirements as are established under these Terms.

4. Registration with Fin Center

4.1. In order to register with us and use our Services, Client must supply the information required for verification as indicated in the application form, either paper or electronic, pass our internal checks, and subsequently be approved. In order to adhere to our legal obligations of prevention of financial crime and know your customer, we may request additional documents on top of those which are referred in the application form. Only subsequently to such checks we may open a Payment Account for you and start provision of our Services.

4.2. You may only have one Payment Account, unless Fin Center has confirmed in writing regarding the opening of additional accounts. We may refuse the creation of duplicate accounts for the same Client. Where duplicate accounts are detected, Fin Center may, at our sole and absolute discretion, terminate any agreements, end our relationship, and cease provision of Services or merge these duplicate accounts, with immediate effect after supplying you with a notice in this regard in accordance to Section 15.2. "Notices to Client".

4.3. Only those who have reached the age of majority (i.e. over 18 years of age) may use our Services.

4.4. If application is submitted on behalf of a business entity with a distinct legal personality, the person filling in the application confirms having the necessary authority to bind any business/entity on whose behalf he/she submits the application and plans to use or uses our Services, and confirms that business or entity in questions accepts these Terms.

4.5. You warrant and represent that your application for a Payment Account and/or using of our Services does not violate any laws applicable to you. You take responsibility for any consequences of your breach of this Clause 4.5.

4.6. You confirm that you have provided the correct and current information during the registration process. You undertake that, if any of your details change, you will notify us immediately. You shall bear any losses that occur due to the submission of invalid, incorrect, or inaccurate information.

4.7. In case of application on behalf of a business entity with a distinct legal personality, Client recognises that all persons who were entered as Additional Users have full authority to act on the behalf of the business/entity in question, that such persons were given and have read through, understood and accepted these Terms, Privacy Policy, Cookie Policy, Terms and Conditions: Acquiring, and all Supplemental Agreements, if applicable. You remain fully and solely liable for the actions of all Users, subject to any restrictions which have been imposed

upon them in our system, as directed by you. You shall bear any losses that occur consequentially to submission of any invalid, inaccurate or incorrect data and any actions undertaken by such Users.

5. Identification and Verification

5.1. Fin Center has a legal obligation to identify and verify identity of its Clients prior to offering any Services or opening a Payment Account, therefore we must collect information about you to establish to a reasonable extent that we hold substantial knowledge and adhere to know your customer obligations.

5.2. Client agrees to respond in a timely manner and cooperate with all requests made by Fin Center in connection with provision of Services and maintenance of the Payment Account. Such requests may concern identification or verification of your identity, and that of any Additional Users, business partners or any related parties with whom you conduct business whilst using our Services. Further, such request may be submitted in order to validate origin of funds received on your Payment Account. This may include requesting you to provide further information that will allow Fin Center to reasonably identify you and/or any Users, including verifying your information against third party databases or through other sources. This will also include, but is not limited to, verifying the identity of any of directors, shareholders, partners, or ultimate beneficial owners. Such requests may concern renewal of the information which was previously supplied whenever it will become outdated or there are other reasonable grounds per which we need to obtain any additional information. In case that we are unable verify, or there are reasonable doubts as to the veracity of supplied information, or there is suspicion of tampering of the documents provided, Fin Center has a right to block access to your Payment Account and/or terminate any agreements, end our relationship, and cease provision of Services, with immediate effect after supplying you with a notice in this regard in accordance to Section 15.2. "Notices to Client".

5.3. You commit to notify Fin Center in a timely manner, in case of any changes to the information which you have supplied to Fin Center and provide corresponding documents evidencing such change. Non-compliance with this Clause 5.3. affords Fin Center a right to block access to your Payment Account and/or terminate any agreements, end our relationship, and cease provision of Services with immediate effect after supplying you with a notice in this regard in accordance to 15.2. "Notices to Clients".

5.4. We may confidentially verify the information obtained from you or perform additional checks on you and all Users through third parties or secure databases. By agreeing to these Terms, you confirm that you and all of your directors, shareholders, partners, ultimate beneficial owners, and Users consent to us or a third party acting on our behalf performing such checks, searches and verifications.

5.5. From time to time, Fin Center may carry out checks or verifications which may increase the time it takes to provide our Services. We cannot be held responsible for any delays which occurred as a result of such checks or verifications.

6. Your Payment Account

6.2. The Payment Account may be used by, and Orders may be submitted by:

- 6.2.1. Any User(s), subject to the limitation on permissions which they hold;
- 6.2.2. Any User(s) who has access by means of Private API Key, subject to limitation of permissions which they hold.
- 6.3. For avoidance of doubt, Fin Center shall not be responsible for execution of any Operations on your behalf which were submitted by any User, who was granted access by you, but at the time of execution of such Operation should not have authority to submit Orders. It is your responsibility to remove access/limit permissions of any User(s) who you wish to restrict.
- 6.4. You have a possibility of storing multiple currencies in your Payment Account, these currencies are subject to change.
- 6.5. We may stop your and the User's access to the Electronic Platform in the instances relating to the following:
- 6.5.1. the possible compromise of security;
- 6.5.2. the suspected unauthorised and/or fraudulent use of the Payment Account;
- 6.5.3. if you are subject to a freezing order, injunction or any other applicable order from a competent authority;
- 6.5.4. if we are required to do so by any law, regulation, competent authority or agency;
- 6.5.5. if we suspect that it is used for any of the restricted activities described in Section 10 "Restricted Activities".
- 6.6. In cases that we stop your access to the Payment Account you shall be notified in a timely manner, unless we are prohibited to do so by law or it could contravene any duties and/or obligations imposed upon us by any laws, regulations, orders, or competent authorities. Such notification shall be sent to you in accordance to the 15.2. "Notices to Clients".

7. Orders

- 7.1. Operations are permitted only within the limits of balance available on your Payment Account, Operations which are exceeding available balance will be rejected.
- 7.2. You may submit Orders through the Electronic Platform, Open API, or by other means as agreed between you and us. The applicable forms for submission of Orders are available in the Electronic Platform.
- 7.3. Orders are processed only on the Business Days specified for relevant type of Operation, within the regular business processes. The Orders which are submitted outside of the specified time for relevant Operation shall be deemed received on the closest following Business Day for the relevant type of Operation. You may find information regarding the specific time for each Operation on our Website.
- 7.4. The Orders which you submit to Fin Center must be unambiguous and executable. You shall confirm all Operations by means of User Credentials and Authentication Instrument or in another manner as can be requested by Fin Center, (e.g. by signing a hard copy). Such Order shall be deemed as a valid instruction and your consent for the sake of performance of Operation in questions.
- 7.5. You guarantee that Orders are prepared, confirmed and submitted in accordance with the applicable legislation, the terms and conditions, and other relevant requirements, customs and practices applicable to the relevant Operation. By submitting an Order, you unconditionally and irrevocably consent to the Operation to be performed under the given Order.

7.6. Whenever submit Order for Operation or use Payment Account via third party service provider (e.g. PISP, AISP, e-wallet), authorisation of Order will be completed and submitted to Fin Center in accordance with the terms and conditions applicable to your relationship with that third party service provider.

8. Confidentiality and Security of Authentication Instruments and User Credentials

8.1. User shall be obliged to:

8.1.1. follow security guidelines published by Fin Center relating to the confidential and secure use and protection of Payment Account.

8.1.2. use the Authentication Instrument in accordance with the security guidelines published by Fin Center on the Website governing the use of specific Authentication Instrument, which includes taking all reasonable steps to keep the Authentication Instrument safe and secure as well as taking steps to keep the means which enable it to be used, including User Credentials, safe and secure;

8.1.3. promptly notify Fin Center or a third party designated by Fin Center for this purpose, of loss or theft of the Authentication Instrument and/or User Credentials and of unauthorised, faulty or incorrect use of the Authentication Instrument in a timely manner after gaining knowledge of it.

8.2. User shall observe as a bare minimum the following in order to keep secure, confidential and protect User Credentials and Authentication Instrument:

8.2.1. User Credentials must not be stored electronically in an unsecured way outside of the permitted authentication process;

8.2.2. The User Credentials must only be entered within the authentication processes permitted by Fin Center;

8.2.3. The User Credentials must not be stored together with the Authentication Instrument;

8.2.4. Whenever entering User Credentials, User must ensure that any other third party cannot discover such credentials;

8.2.5. Same combination of User Credentials must not be used for any other services.

8.3. Security guidelines concerning the use of the Authentication Instrument will be published by Fin Center on its Website.

8.4. For security purposes, Fin Center may demand that different Client Credentials or their combinations be used for different Operations and limits.

8.5. The User is Responsible for the security and operations of the means of communication (incl. computer, Internet, and telephone connection) employed while accessing Website or Electronic Platform.

8.6. If the User uses its Payment Account or Authentication Instrument via third party service providers (e.g. PISP, AISP, e-wallets) the Client must follow the security guidelines applicable to such third party service.

8.7. Fin Center shall not be liable for any loss or damages, of whichever kind, which arose consequently to User disregarding and not following provisions of this Section 8 "Confidentiality and Security of Authentication Instruments and User Credentials" and/or security guidelines published by Fin Center.

9. Balance and Negative Balances

9.1. You acknowledge that balance of your Payment Account as is shown in the Electronic Platform is only approximate real time balance rather than the final settled balance, since it may not take into account pending debits and credits. Fin Center will provide you with information on pending debits and credits as soon as it has such information.

9.2. If for any reason you have a negative balance on your Payment Account, you agree to immediately transfer the required amount to correct the negative balance, such amounts being due without the need for any notice from the side of Fin Center. If you fail to do so:

9.2.1. we may exercise our right of set off in accordance with Section 13 "Right of set off and base currency" of these Terms.

9.2.2. take debt collection measures including but not limited to mandating a debt collection agency or solicitors or to pursue the claim in court. In such case we shall have a right to charge you for expenses which we reasonably incur in while taking such measures;

9.2.3. we may notify you regarding any negative balance. If Fin Center notifies you regarding any negative balance you must make a transfer within 7 Business Days to correct any such negative balance.

10. Restricted activities

10.1 In connection with the use of Electronic Platform or the Services, or in the course of the User's/Client's interaction with Fin Center it is at all times prohibited:

10.1.1. To use Services in connection with any illegal activities or products/services and or stolen goods including digital and virtual goods;

10.1.2. To perform transactions with sanctioned entities;

10.1.3. To use Services with potentially fraudulent funds;

10.1.4. To provide Fin Center with any inaccurate, falsified or misleading information;

10.1.5. Activity or omission that violates any law, statute, ordinance, regulation or good faith;

10.1.6. To cause a disproportionate number of claims that have been settled in favour of the claimant regarding Client's activities;

10.1.7. Activity or omission that violates any terms and conditions established by Fin Center;

10.1.8. Act in a manner that is defamatory, libellous, threatening or harassing;

10.1.9. Open or submit an application for a second duplicate account, without prior approval of Fin Center;

10.1.10. Harass our personnel, agents, partners or any other Users;

10.1.11. Act in a manner that violates any payment network and/or card network rules;

10.1.12. Conduct your business or use the Services in a manner that may potentially result in in complaints, disputes, fees, fines, penalties, or other liability to Fin Center, other Users, third parties or you;

10.2. At our sole and absolute discretion, we may refuse to perform any Operation connected to any Restricted Country.

10.3. If Fin Center, in its sole and absolute discretion, believes that you may have breached the terms set out in this Section 10 “Restricted activities”, we may without undue delay, take action to protect ourselves, any User, or other third party by:

10.3.1. Closing, suspending, or limiting your access to the Payment Account, Electronic Platform and any of Services.

10.3.2. Contacting any User with whom you have transacted, and/or warning other Users, law enforcement, or impacted third parties of your actions;

10.3.3. taking legal action against you;

10.3.4. terminating these Terms and/or access to the Electronic Platform; and/or

10.3.5. fully or partially reversing Operations.

10.4. In cases of any of undertaking of any actions outlined under Clause 10.3. we will notify you in a timely manner, subject to the restrictions imposed upon Fin Center by applicable law, including but not limited to disclosing protected third party information or interfering with the actions of competent authorities.

11. Transaction Limits

11.1. Fin Center reserves the right to impose, at our sole and absolute discretion, certain transaction limits. You have a right to request increase of the limits, to the extent and subject to the terms and procedures established by us.

12. Suspending your use of the Services

12.1. We reserve the right to change, suspend or discontinue any aspect of the Services at any time, including hours of operation or availability, or third party services, or any feature, without any notice and not subject to any liability.

13. Right to set-off and base currency

13.1 In cases which grant Fin Center a right to be compensated by you (e.g. payment for Services), we shall be entitled to recover any sum due to us by retaining part or all of balance on your Payment Account.

13.2 If the amount owed to Fin Center is in a currency different from EUR, we shall convert the amount you hold with us into the EUR currency by applying our current exchange rate. We do not need to notify you of this conversion occurring, it will be performed automatically.

14. Liability

14.1. You are responsible for the acts and omissions of all Users who were granted access to your Payment Account as if they were your own.

14.2. You shall bear responsibility for any losses that occur consequently to submission of any invalid, inaccurate, falsified or incorrect data.

14.3. You remain liable in respect of all fees, charges and other amounts incurred through the use of your Payment Account at any time, irrespective of termination, suspension or closure.

14.4. It is your sole responsibility to comply with any and all laws, rules and regulations of jurisdiction that may be applicable to you in connection with your use of our Services. It is your sole liability to fulfil all tax obligations independently.

14.5. You agree to indemnify, defend, reimburse and/or compensate and hold Fin Center, our third party providers, our personnel or agents who are authorised to act on our behalf harmless from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of your and any Users breach of these Terms, and/or breach of any law and/or use of our Services.

14.6. Except where you have acted fraudulently, you will not be liable for any losses incurred in respect of any Operation which was not authorised by you, which occurs after a User has notified us in accordance to Section 15.3. "Notices to Fin Center", without undue delay, on becoming aware of the loss, theft, compromise, misappropriation or unauthorised use of the User Credentials and/or Authorisation Instrument.

14.7. Fin Center shall not be liable for non-execution or defective execution in relation to any Operation we have made in accordance with instructions submitted to us by any User which proves to be incorrect. We will take all reasonable efforts to recover funds involved in that Operation and may charge you accordingly, including but not limited to passing to you any fees and charges imposed by intermediary banks and/or the payee's financial institution for their assistance in the resolution.

14.8. Fin Center shall not be liable to you for the correct execution of an Operation, if we can prove that the payee's financial institution received the payment. We will, upon your request, take all reasonable efforts to trace any non-executed or defectively executed Operation and notify you of any relevant information in due course.

14.9. Fin Center shall bear no liability for any consequential or indirect loss you may incur consequently to failing to perform our duties and/or obligations under particular Operation, howsoever arising.

14.10. Fin Center shall bear no liability for any losses deriving as a result of a requirement imposed on us by the applicable legislation, regulations, order, and/or competent authority.

14.11. Fin Center shall bear no liability for any delays or failures in performance by a reason of any event beyond our reasonable control including but not limited to acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, war, or civil unrest, your action or inaction, any action or inaction of any our third party provider, and other abnormal and unforeseeable circumstances.

14.12. Nothing in these Terms shall serve to exclude liability for death, personal injury, fraud, fraudulent misrepresentation, and/or for any liability that cannot be excluded or amended by law.

15. Notice and Communications

15.1. Language of Communication

15.1.1. Communication between Fin Center and Client shall be conducted in English, unless we agree on any additional language of communication.

15.2. Notices to Client

15.2.1. The Client must have Internet access and an e-mail to receive communications and information related to Services.

15.2.2. You agree and consent to electronic receipt of all communications that we provide in connection with the Services (including notification of any amendments to the Terms, Supplemental Agreements, Price Lists and etc.) by the following means:

15.2.2.1. Personal notices via post, e-mail, telephone, SMS or other channels;

15.2.2.2. Information posted on Website and/or Electronic Platform.

15.2.3. A notice sent electronically shall be considered delivered to and received by you on the day it is published. Notices which are sent by post are deemed to be delivered to and received by you on 5th day following the posting of the notice in question.

15.2.4. It is your responsibility to ensure that you and any Users are regularly reviewing their e-mails, telephones, our Website, and Electronic Platform for any notices and communications that we deliver by those means.

15.3. Notices to Fin Center

15.3.1. The Client shall send information to Fin Center electronically in writing (e.g. through the Electronic Platform, by e-mail) or by using any other agreed channels or means (e.g. by telephone).

15.3.2. You are obliged to inform Fin Center immediately of any circumstances which are relevant for the relationship between you and us, including any change of name, address, contact details and etc. The Client shall be obliged to notify Fin Center immediately of the loss or theft of its personal identification document, or another means of identification, or loss or theft of the User Credentials or Authorisation Instrument or loss of possession thereof against the will of the Client in any other manner. As well, you must inform Fin Center in the event that 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).

16. Applicable law and jurisdiction

16.1. These Terms and Conditions Payments, all other agreements regulating the Services, and all relations between you and us are governed by the laws of England and Wales.

16.2. The courts of England and Wales shall have non-exclusive jurisdiction. Any court action between the you and us shall be resolved in courts of England and Wales, unless agreed otherwise in writing, or provided otherwise in the relevant legislation. An agreement on jurisdiction applies also if you settle in to a foreign country after entry into the Terms or any Supplemental Agreements.

16.3. The relations between us and you shall be regulated by the law of a foreign country, if it is so prescribed by your domicile law or international agreement. In cases when you are a consumer the laws of foreign country may apply as well.

16.4. It is your sole responsibility to understand and comply with any and all laws, rules and regulations of your specific jurisdiction in connection with your use of the Services, including but not limited to those related to taxes or any other fees. It is your responsibility to determine what, if any, taxes apply to the Operations you perform or transactions that you receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority.

17. Data

17.1. We may record, store, process and transfer information or personal data in accordance to our Privacy Notice.

17.2. The handling of your data is overseen by EU General Data Protection Regulation and Data Protection Act 2018 any other relevant legislation.

17.3. We reserve the right to transmit the information or personal data about you as well as activity in your Payment Account to law enforcement institutions, governmental authorities and other financial institutions, if such is necessary to comply and adhere to the relevant legislation, these Terms and any Supplemental Agreements.

18. Settlement of disputes

18.1. Any complaints about Fin Center or the services we provide should be immediately notified to us by means outlined in Section 15.3. "Notices to Fin Center". You should indicate the factual and legal background of the complaint and address it together with the supporting documentation on which it is based.

18.2. We shall review each complaint in due manner and respond to you within 15 Business Days on the possible resolution of the complaint. Clients who are legal persons shall receive corresponding notification within 30 Business Days of receiving the complaint. In general, the complain handling procedure shall be carried out via correspondence through the electronic channels.

18.3. In case that you believe that your complaint was not resolved in a due manner, you may as well, choose to write a complaint about Fin Center, its products, services or actions to the Financial Services Ombudsman (<http://www.financial-ombudsman.org.uk/consumer/complaints.htm>) by the following means:

Phone: [+44 300 123 9123](tel:+443001239123) or [+44 800 023 4567](tel:+448000234567) 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>

19. Amendments to these Terms

19.1. Any amendment to these Terms can be made unilaterally by us, such amendment shall be notified to you in accordance with Clause 15.2 "Notices to Client". The amendment shall enter into force on the date set out in the

corresponding notification, however, at the earliest one month (30 calendar days) from the date of the notification, unless otherwise specified in any Supplemental Agreement. These changes will be deemed to have been accepted by you if you do not, before the proposed date of the entry into force of the proposed amendment, object to the proposed changes. If you do notify us that you object to the anticipated changes, your notification will be deemed to be a notice that you wish to cancel our Services, close your Payment Account and terminate any agreements concluded between you and Fin Center, on the date upon which the changes are to take effect. Prior to such termination taking effect you and Fin Center will have to perform all outstanding duties arising from the Terms and any Supplemental Agreements.

19.2. Notwithstanding the above Clause 19.1., where an amendment to the Terms is required by law or relates to the addition of a new service, extra functionality to the existing Service, or any other change which neither reduces your rights nor increases your obligations, the amendment may be made without prior notice to you and shall be effective immediately after its publication.

20. Fees

20.1. Fin Center shall be entitled to receive and right to claim, and the you shall be obliged to pay for the rendered Service, any fees as set out in Price List and/or any Supplemental Agreement.

20.2. It is your responsibility, at all times, to retain sufficient balance on Payment Account in order for us to have possibility of debiting all of the applicable fees, charges and other sums and arrears due.

20.3. After the Trial Period ends (if was applied), we shall debit a monthly fee once a month in advance in for the upcoming month for which fee is due. For example, if Trial Period ends on May 13th, then the monthly fee will be charged on the same day. From then on, we will charge the monthly fee on 13th day of each month.

20.4. The current Price List at any given time is available at Electronic Platform. We may unilaterally amend the Price List at any time. You shall be notified of the amendment via notice in accordance to the Clause 15.2. "Notice to Clients". The changes enters into force on the date set out in the applicable notice.

21. No Warranty

21.1. The Services of Fin Center are provided on an "as is", "as available" basis and without any representation or warranty, whether express, implied or statutory. Fin Center does not warrant that the Services will be uninterrupted or error free. We shall bear no liability for any service interruptions, including, but not limited to, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of Operations.

22. Open API

22.1. If you want to use the Open API as part of the Services, then this can be activated via the instructions posted on Electronic Platform upon which you will gain access to your Personal API Key.

22.2. Anyone who obtains access credentials to the Open API through the Personal API Key could use it to perform Operations. If User notices misuse, theft or unauthorised use of the Open API or any other activity that makes you suspicious, you must contact us immediately in accordance to the Section 15.3. "Notices to Fin Center".

22.3. In instances where Fin Center suspects that there are concerns with regard to: security, unauthorised, and/or fraudulent use, we have right to stop your and the all of the designated Users access to the Open API.

22.4. Fin Center shall not bear any liability for any losses incurred subsequently to any unauthorised access gained as a result of storing your Personal API Key outside of the Electronic Platform.

22.5. Please see our Website and/or Electronic Platform for more information relating to the Open API.

23. Third Party Service Providers

23.1. You can choose to allow a third party service provider to access information on you, to combine and display information about you with information from accounts you have with other payment service providers, and to make payments for you, provided the third party service provider is authorised by the FCA or another European regulator and you have given your explicit consent for such activity.

23.2. If you granted access to Open API, you must remain vigilant and monitor any misuse or unauthorised transactions and keep us informed of any incorrect or unauthorised Operations that happened.

23.3. Prior to starting to use services of any third party service provider, please be sure to review whether they possess all of the prerequisite authorisations to provide such services.

23.4. At whichever time we have right to refuse or stop access to a third party service provider if we are concerned it is not authorised, not secure, or if we believe it is fraudulent or acting fraudulently. In such instance, we will inform you about underlying reason, unless it may compromise the security, be in breach of any applicable legislation, or otherwise be contrary to our obligations, duties, and/or responsibilities.

24. Termination

24.1. You may terminate these Terms at any time with immediate effect by giving notice to us, in accordance to the Section 15.3. "Notices to Fin Center".

24.2. We, in our sole and absolute discretion, may terminate these Terms at any time, by giving you one-month (30 calendar days) notice, in accordance to the Section 15.2. "Notices to Client".

24.3. The termination of these Terms will not affect any of our rights or your obligations arising under these Terms.

24.4. Notwithstanding the above and without prejudice to any rights that have accrued under these Terms or any of the party's rights or remedies, we may at any time terminate these Terms with immediate effect by giving written notice, in accordance to the Section 15.2. "Notices to Client", if:

24.4.1. There is suspicion of money laundering, terrorist financing or any other financial crime or fraudulent conduct by you;

24.4.2. We were unable to verify the information provided by you;

24.4.3. You have submitted incorrect, falsified, misleading or insufficient information or documents, or refused to provide the requested documents in due time;

24.4.4. There is suspicion that you use Services for any prohibited or restricted activities or any other illegal activities;

24.4.5. You intentionally or due to gross negligence failed to perform duties and obligations arising from these Terms and/or any other Supplemental Agreement;

24.4.6. You did not use Services and/or did not perform any Operations for longer than 60 consecutive calendar days;

24.4.7. There is a change of control of you or disposition of a substantial part of your assets.

24.4.8. You are an individual and you die, or you are a partnership and your partnership ends;

24.4.9. Your business activities have had a material change or they do not correspond to those which were identified during the submission of registration/application

24.4.10. We are unable to provide the Services as requested, consequently to the inability of any third party to provide us with any products/services that we reasonably require in order to provide Services.

24.5. Termination of these Terms and Conditions Payments requires the closure of your Payment Account in accordance with Section 25 “Closure of Account”. As well it effectively terminates all of the Supplemental Agreements, unless agreed by and between us otherwise.

24.6. Any Clauses and/or Sections of these Terms which by their nature should survive, will survive the termination of these Terms and of any Supplemental Agreements.

25. Closure of Account

25.1. Your Payment Account will be closed at the end of the term of these Terms in accordance with Clause 1.3. or upon termination of these Terms in accordance with Section 19 “Amendments to These Terms” and Section 24 “Termination”.

25.2. If your Payment Account has a remaining positive balance at the time of its closure, we may ask you to transfer your funds within a reasonable period of time, during which your Payment Account will be accessible solely for this purpose. When your Payment Account is closed, any pending Orders will be cancelled.

25.3. You may not close the Payment Account to evade an investigation or any orders from competent authorities. In case of attempt to close your Payment Account during an ongoing investigation, we have right to freeze the account and any balance on it to protect Users, Fin Center, its affiliates, or a third party against any liability. Even after closure of the Payment Account you remain responsible for the obligations connected to your account.

26. Severability

26.1. Any Section, Clause and/or provision of these Terms which in any way contravenes the law of any country, state or province, or the laws of any sovereignty or government in which these Terms 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.

26.2. Each Section, Clause and/or provision which is acknowledged severable, shall be modified to the least extent possible as to become valid and enforceable whilst affording us and you intended rights and/or obligations.

27. Definitions

“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. In practice it means that AISP can aggregate Client’s transaction information on behalf of Client if Client has consented.

“Additional User”- a natural or legal person who has access to the Payment Account, and who was properly registered with Fin Center by Client.

“Authentication Instrument”- a personalized device (e.g. mobile device with Fin Center application, one time password generator) or a set of procedures used by the Client for the use of Electronic Platform and the performance of Operations in accordance with the Terms and information published on Website.

“Business Days”- shall mean a day when Fin Center is open for business except Saturdays, and also excluding Sundays, bank holidays and public holidays in United Kingdom.

“Client, you, or your”- a natural or legal person who uses, has used or has expressed his, her or its wish to use the Services of Fin Center.

“Electronic Platform”- online platform accessible via web or an app operated by Fin Center, where Client may submit orders, perform Operations, view transaction history and etc.

“Open API”- the access to the application programming interface which allows User to submit orders or view transaction history with the help of Personal API Key.

“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 Fin Center or a third party.

“Order”- request submitted by User via means outlined under Section 7 “Orders” to perform any Operation.

“Payment Account”- is a payment account opened by Fin Center to Client, which allows for submission of Orders and executions of Operations.

“Payment Initiation Service Provider (PISP)”- third party service provider which offers transaction initiation services by means of Open API. In practice it means that PISP can initiate a payment transaction on behalf of the Client, or if Client has given consent, meaning they are able to withdraw the money directly from Client’s Payment Account if Client has consented.

“Personal API Key”- is a code calling an Open API to identify the User.

“Price List”- current and valid price list as established by Fin Center as accessible on Electronic Platform.

“Restricted Country”- means any country with which Fin Center does not perform any transactions and does not enter into business relationship with nationals or persons domiciled therein or having substantial connection.

“Services”- any service provided by Fin Center to a Client.

“Supplemental Agreements”- any agreement overseeing the relationship and/or regulating the terms and conditions applicable to a certain Service, as entered into by and between Fin Center and Client.

“User(s)”- a natural or legal person who has access to the Payment Account, including Additional User(s), and who was properly registered with Fin Center by Client. In case of Payment Account belonging to an individual it is Client.

“User Credentials”- the username and the password chosen by the Client or other credentials granted to the Client by Fin Center or an authorised third person.

“Website”- website of Fin Center as can be accessed at the following link: <https://fin.center>