



# Addendum for the "Personal IBAN" service

(Version 1.0 | 13 October 2025)

This addendum ("**Addendum**") governs the use of the "Personal IBAN" service ("**IBAN Service**") and supplements the General terms and conditions for the "Satispay Consumer" service (version 2.6 of 15 January 2025) in force between you and Satispay Europe SA ("**Agreement**").

All terms not otherwise defined in this Addendum shall have the meanings given to them in the Agreement. In case of conflict between the provisions of the Agreement and this Addendum, the latter shall prevail.

## 1. Services

The IBAN Service consists of the assignment of a unique International Bank Account Number ("**IBAN**") associated with your Account. This enables you to send and receive SEPA Credit Transfers ("**SCT**"), and to execute and receive peer-to-peer transfers from other Satispay users ("**P2P**"), based on the specific functions and instructions made available to you in the App. The availability of these features, or any future features, may be subject to ongoing development and phased rollout schedules. The IBAN Service shall be considered a "Service" for the purposes of the Agreement.

## 2. Features and Use

By using the IBAN Service, you will be able to:

- **Receive SCTs:** load funds into your Account or receive payments from third parties via SCT to the IBAN associated with your Account;
- **Send SCTs:** initiate SCTs from your Account to bank accounts within the SEPA area;
- **Execute and receive P2P:** send and receive transfers between accounts held within Satispay, which are processed instantly and outside of the SEPA payment scheme. Such transfers will not be executed as SCTs but as internal P2P transfers.

## 3. User's Consent and Obligations

By using the IBAN Service, you consent to executing the transactions described above (each a "**Payment**" for the purposes of the Agreement) by following the relevant instructions in the App.

Where the verification of the beneficiary is available, Satispay will check that IBAN provided matches the name of the beneficiary and notify you in case of a mismatch between the provided information before you are given the opportunity to authorize the transaction. You are liable for the incorrect execution of payment transaction if you authorize a transfer despite being notified of a mismatch.



## 4. Fees

There are no fees for using the IBAN Service either to make or receive SCTs. Recipient banks may apply interbank charges in connection with the processing of SCTs. Satispay has no control over any such charges, and any such charges imposed by third-party banks will be passed on to, and borne by, you.

## 5. Recurring and automatic payments

You may grant your consent to execute recurring or automatic Payments as follows:

- Recurring **SCTs**: you may set up recurring SCTs by following the relevant instructions in the App, specifying the amount, frequency, and beneficiary.

If there are insufficient funds on your Account to cover the recurring SCT on the scheduled day, the transaction will not be executed. Satispay will not automatically attempt to process the transaction again. You will be required to ensure that sufficient funds are available and to reinitiate the payment manually once your balance allows.

## 6. Execution and Refusal of Payments

Payment instructions for outgoing SCTs submitted before 2 p.m. (CET/CEST) on a banking day are processed the same day, and the funds will be credited to the payee's payment service provider by the end of the next banking day. Instructions submitted after 2 p.m. (CET/CEST) or on a non-banking day will be processed no later than the following banking day. The funds will be credited to the payee's payment service provider by the end of the banking day following the day the instruction was submitted. For the purpose of this Addendum, a "banking day" means a day on which banks settle payment transactions and which is a TARGET operating day.

The timing of inbound SCTs depends on when the payer's payment service provider processes the payment order.

## 7. Refusal and suspension of Payments

In certain circumstances we may refuse to complete or may delay completion of a Payment you have authorized or which has been sent to your Account. A delay means that the relevant funds will be temporarily blocked pending our reviews. This may occur, in particular, under the following instances:

- if we have reasonable concerns about the security of the Account or we suspect the Services are being used in a fraudulent or unauthorized manner;
- if we determine that processing the Payment would violate or expose us to risks under applicable laws, regulations, or prohibitions, including but not limited to those in relation to: (i) anti-money laundering and counter-terrorist financing ("**AML/CTF**"); and (ii) sanctions and/or certain restrictive measures regarding certain persons or



entities prescribed by the government of Luxembourg, the European Union (the "EU"), the UN Security Council, or the United States. This may be based on the characteristics of the Payment or the details of any party involved;

- if we identify that the Payment does not comply with regulatory requirements, and in particular if the Payment information contains an incomplete or imprecise account number;
- if there are insufficient funds in the Account to cover the Payment, at the time that we receive notification of the Payment;
- if we have reasonable grounds to believe you are acting in breach of the Agreement; or
- if we are required to do so by law or by a court order.

Unless it would be unlawful for us to do so, where we refuse to complete or delay a Payment you initiated, we will notify you as soon as reasonably practicable that the Payment has been refused or delayed, the reason for this and, where relevant and possible, with the procedure for correcting any factual errors that led to the refusal or delay.

## 8. Communication

Communication regarding the IBAN Service will primarily be through the App or, if necessary, through other channels specified in the Agreement. It is your responsibility to regularly check the App for updates and notifications. You can request a copy of this Addendum, which will be sent to you by email free of charge.

This Addendum is written in English. Any communications related to this Addendum will be in English and any translation into other languages is considered a mere courtesy translation. Where this Addendum, other terms and conditions or any notice or other document relating to this Addendum is provided in a language other than the English language, then the English language shall prevail if there is a conflict, provided that the language at the place of the User's residence or domicile may also be applied if mandatory applicable User-related provisions are concerned.

## 9. Changes to the Addendum and Termination

We may unilaterally amend or terminate the Addendum. If we need to make any amendment to this Addendum, we will notify you 60 days prior to their effectiveness, except where the amendments are required by law or they do not cause prejudice to your rights and obligations, in which case they will be immediately effective. This allows you to consider the amendments which require prior notice. If you disagree with any of the amendments, you will have the right to terminate the Agreement as per clause 9 of the same. Amendments will be deemed to have been accepted by you where you do not, before the date of entry into force of the changes, notify us of the contrary.

## 10. Governing Law and Jurisdiction

This Addendum and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation are governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg, provided that the



law at the place of the User's residence or domicile may also be applied if mandatory applicable or more consumer-protective provisions are concerned.

Each party irrevocably agrees that the jurisdiction of the User's residence or domicile settles any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Addendum or its subject matter or formation.