These general terms and conditions are not applicable and are not legally binding for individuals who have not reached the age of 18.

General terms and conditions for the service "Satispay Consumer"

(Version 2.6 | 15 January 2025)

These terms of use constitute an agreement ("**Agreement**") between you ("**you**", "**your**" and "**User**") and Satispay Europe SA ("**we**", "**us**", "**our**" and "**Satispay**"). Satispay is a Luxembourgish-registered company, with a registered office at 53, Boulevard Royal, L-2449 Luxembourg. Satispay is an electronic money institution authorised and regulated by the Commission de Surveillance du Secteur Financier ("**CSSF**") with register number W00000010.

Satispay Consumer service is exclusively reserved to natural persons acting for purposes which are outside their trade, business, craft or profession that either are resident or domiciled in one of the countries being part of the European Economic Area ("**EEA**") listed in the register of payment and electronic money institutions under PSD2 established by the European Banking Authority. In order to fully use our services you must be at least 18 years old, have legal capacity according to applicable laws and hold a bank account in the SEPA area.

If you need further information on us and/or on our Services (as defined below), you may refer to our Help Center.

1. Services

Subject to clause 2, Satispay will provide you with the following services ("**Services**"):

- an electronic money ("**E-money**") account ("**Account**") where you may store funds and you can retrieve your transactions history;
- a payment service that enables you to make payments, also on a recurring basis, ("**Payment Service**") to merchants that accept E-money issued by Satispay ("**Merchants**");
- a peer-to-peer transfer service ("**P2P Service**") that enables you, also on a recurring basis, to send funds to other persons and to receive funds from other Satispay users;
- a payment service that enables you, also on a recurring basis, to make payments and/or transfer E-money to third parties such as public administrations, state entities or analogous bodies and/or juridical persons other than Merchants (the "**Third Parties**"), based on the specific function and instructions made available to you in the App (the "**Third-Party Service**");
- a service that enables you to use new features related to the above-mentioned services, based on the instructions we make available to you in theApp (the "**Related Services**").

In order to access and use the Services you must have installed the Satispay application (the "**App**") on a mobile device ("**Device**"). The App can be downloaded from the main app stores.

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The Account is not a deposit account and funds held in the Account will not earn any interest. The Account is opened in the name of the User and not on the third party's behalf. You can allocate your E-money in various sections of your Account (such as money boxes) by following the relevant instructions in the App. Funds we collect from your bank account in exchange for E-money are safeguarded in compliance with applicable European and national regulations and cannot be tackled by Satispay's creditors in case of its insolvency. For further information on how we ensure the safety of your funds, you may refer to our Help Center. The Services do not involve providing a debit or credit card.

1.1. Payments

You consent to: (i) paying Merchants for goods or services using the Payment Service; (ii) sending E-money to a person using the P2P Service; (iii) paying and/or transferring E-money to Third Parties for goods or services using the Third-Party Service; (iv) performing transactions using the Account (each a "**Payment**"), by following the relevant instructions in the App.

In addition to the Payments, you consent to use the Related Services.

1.2. P2P Service

If you have authorised us to access your contact list, you can initiate or request a Payment in favour of or from a person listed among your contacts by using their mobile phone number, even if they do not have an active Satispay account at the time of the initiation. Persons not having an active Satispay account can only claim E-Money by activating the account within the timeframe displayed in the App. If the deadline is not met, the Payment will be cancelled and the funds will be made available in your Account. Pending the activation of your contact's Satispay account, you cannot cancel the initiated Payment.

Satispay's decision on whether or not to activate your contact's account is made following the provisions set out under clause 2.

1.3. App

1.3.1. App Use

Subject to clause 16 of the Agreement, we grant you a non-exclusive, non-transferable, royalty-free licence to use the App subject to this Agreement and the rules or policies of the platform you downloaded the App from. This licence also governs any software upgrades or updates that we provide unless we issue a new licence at the time of the upgrade or update.

You understand that the App hasn't been created just for your needs, but has been developed for general use.

When you download and use the App, Satispay has access to some Device information, such as Internet Protocol address, Device name, os version and geo-loc data. When you use the App, it connects via your Internet connection.

You agree not to:

- translate, adapt, vary, modify, violate, circumvent, reverse-engineer, decompile, disassemble, create derivative works or otherwise interfere with any element of the App, or assist another person in doing so;
- distribute, publish or otherwise transfer the App to any third party;

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- use the App in any unlawful manner, for any unlawful purpose, in any manner inconsistent with this Agreement, or act fraudulently or maliciously (e.g. by hacking into or inserting malicious code or harmful data into the App or any connected operating system);
- attempt to install or use the App on any jailbroken/rooted device. Jailbroken devices refer to any devices where software restrictions imposed by iOS, Apple's mobile operating system, are removed. Rooted devices refer to any device where privileged control (known as root access) is attained over various Android, Google's mobile operating system, versions;
- collect or harvest any information or data from the App or our systems or attempt to decipher any transmissions to or from the servers running any service;
- upload any content that is or may be considered violent, threatening, liable to incite racial hatred, in breach of confidence or privacy, discriminatory, defamatory, abusive, unlawful, pornographic, obscene, indecent, profane or that may cause annoyance or inconvenience.

We may terminate your use of Satispay services including the use of the App if you use it for any illegal or immoral purpose, if you use offensive, obscene, vulgar, blasphemous or slanderous terms in relation to Satispay and its employees and/or representatives or commit a material or persistent breach of this Agreement.

If you leave Satispay we'd suggest that for privacy/security purposes you remove the App from all your devices.

From time to time we may update or modify the App:

- to reflect changes in relevant laws and regulatory requirements;
- to offer new services; and/or
- to implement minor technical adjustments and improvements.

We'll let you know when upgrades are available for the App. Some of these upgrades may be compulsory if you continue using the App; some older versions of the app may become obsolete or cease to be supported over time.

We assume that you've obtained permission from the owners of any Devices you use but don't own, to download or install the App. Either or both of you may be charged by your service provider for Internet access on the Devices.

By using the App, you're allowing us to collect and use technical information about the Devices and related software, hardware and peripherals. This allows us to improve our products and to provide our services to you.

If we don't insist that you perform your obligations under this Agreement, it doesn't mean you don't have to. Similarly, if we don't enforce our rights under this Agreement, or we delay in doing so, it doesn't mean we've given up those rights.

1.3.2. App availability

There are times when we may need to carry out planned maintenance on the App. When we do this all or some of the features on your App might be unavailable for a period of time, so we ensure we give you advance notice before we do this.

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In the event of unplanned maintenance (for example, a technical fault or system error) we'll make every effort to restore your service as quickly as possible.

We are not held liable for any consequence arising from the App being unavailable as a result of any technical issue that's beyond our control. This includes unavailability of connectivity and technical issues with your Device.

1.3.3. App analytics

To make sure we're offering you the best experience we can, we'll record events within the App, including page dwell time, time to complete processes, and how you use the App. This may also include the use of location data, connectivity type and technical Device specifications. We do this to help with any problems we may encounter, and also to monitor App usage and make improvements. Further details may be found in our Privacy Policy.

1.3.4. App Security

In order to access the App you are required to create or be given security details such as the PIN code. You are responsible for keeping your mobile Device and security details safe and ensuring that no one else can access the App without your authorisation.

You must take all reasonable steps to avoid the loss, theft or misuse of your mobile Device. Do not disclose any details about the Services to anyone except where necessary to authorise a Payment. For further information on how to maintain the security of your Account, you may refer to the dedicated section of our Help Center.

If you suspect that the Account or security details have been compromised, you must notify us as soon as possible, by contacting us at the addresses set out in clause 5.1 below. You must keep your security details safe at all times by memorising them as soon as possible and not disclosing them to any person. Failure to comply with this may be treated as gross negligence and may affect your ability to claim any losses.

1.4. Loading funds to your Account

1.4.1. Loading through your bank account

Your Account may be linked to one or more of your bank accounts according to the relevant instructions made available to you in the App. You may load funds into the Account via the App by using a SEPA Direct Debit transfer (the "**Top-Up**").

To do that you must provide all the information requested to generate a proper direct debit mandate ("**Mandate**"); otherwise, we are unable to load funds into the Account.

Once you have accepted the Mandate, funds will be transferable from your bank account to your Account based on the instructions made available to you in App.

Top-Up operations are pre-notified via the App, and performed in the shortest technical time cycle available. With reference to the first Top-Up transaction carried out upon your registration or after your request to change the associated bank account, sometimes we may need to perform additional checks to confirm the availability of funds in your bank account.

Should the Top-Up process fail ("**Failed Top-Up**") as a result of you having insufficient funds in your bank account, if your direct debit is cancelled or if you have any other issue with your bank account, we may limit and/or suspend your access to the Services until you resolve any issues with your bank account and we are able to successfully perform the Top-Up.

If the E-money in your Account is insufficient to cover your Payments due to a Failed Top-Up or for any other reason, this will result in negative available funds in your Account ("**Negative Availability**"). Any Negative Availability represents an amount that you owe to us, and, in this situation, you authorise us to initiate a direct debit transaction from your bank account to recover the due amount. Should the recovery process fail, we may contact you to find alternative ways to resolve the issue, without prejudice to our right to take any necessary actions or measures in connection with the collection of said amount, also by way of setting off any amount due to Satispay for whatever reason. Please note that in such a case, you will not be able to close your Account.

1.4.2. Other ways of funding the Account

You will also have the possibility to load funds into the Account through other instruments (such as a SEPA credit transfer from your bank account to Satispay) that will be made available from us to you via the App pursuant to specific agreements, documents or instructions provided to you via the App.

1.5. Payments approval

1.5.1. Single payments

In case a Payment is to be approved (i) by a Merchant, it has the opportunity to refuse such Payment, if the amount or the payer doesn't fit with the underlying purchase; (ii) by you, you have the opportunity to refuse such Payment for any reason.

Once a Payment is approved, it cannot be revoked.

1.5.2. Recurring and automatic payments

You may grant your consent to execute recurring or automatic Payments (i) related to the P2P Service or a Third-Party Service pursuant to the instructions you are provided with via the App; and/or (ii) in compliance with the terms agreed with a Merchant. In such circumstances, the Payment is considered approved when you (i) set the recurring P2P Service or Third-Party Service on the App or (ii) authorise a Merchant to automatically debit your balance according to the frequency of your purchases and subscriptions.

You have the right to withdraw, at any time, with immediate effect, your consent for future recurring payment Payments, it being understood that no refund will be made or due for any approved Payments which have already been performed in compliance with the instructions you provided via the App, or the terms agreed between you and the Merchant.

1.6. Payment execution

All Payments are executed in Euro currency.

If you are the payer, in case of (i) single payments, we execute the Payment by transferring the payment amount to the payee at the very moment the payment is confirmed by the App; (ii) recurring or automatic payments, we transfer the amount to the relevant Merchant on the dates you agreed with the latter and to the relevant User or Third-Party on the date you specified in the App.

We may make sure that you have sufficient funds in the balance of your Account by making an instant Top-Up to cover the amount needed to execute the payment on the basis of the relevant instructions made available to you in the App or in our Help Center.

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If you are the payee of a peer-to-peer Payment, we credit the amount of the Payment to your Account at the very moment the App confirms the payment receipt.

Except for the provisions set out under paragraph 1.2, we may reverse peer-to-peer Payments at any time within ten days of the Payment where the payer's funds are unauthorised, for example as a consequence of a Failed Top-Up.

2. Activation

In order to activate the Services, you must install the App and provide the information and documents required to prove your identity. Additionally, Satispay may carry out checks on you electronically.

When we carry out these checks, your personal information may be disclosed to third parties (such as credit reference agencies and/or fraud prevention agencies) in compliance with our Privacy Policy, as per clause 14 below.

Upon positive completion of our internal checks, we will make the Services available to you.

In order to use the Services, you consent to the checks described in this Agreement being undertaken.

You may have only one Account under this Agreement.

The Services are financial services and we are required by law to hold certain information about our customers. We use the provided information and documents to manage the Services, and to identify you and the Account in the event of misappropriation. We only keep such data as long as it is necessary and for the purposes set out in this clause 2, as well as in clause 14.

We may not activate the Services or deny, suspend or limit access to the Services in the event that: (i) we are unable to obtain from you and verify the information and documents needed to perform the checks; (ii) we are not satisfied with the results of the checks in light of the obligations imposed on us by the law; (iii) providing the Services to you may harm our business, reputation and/or expose us to any offence or risk of financial losses or liability to us. We will not always provide specific details regarding any failed verification in order to protect our verification process and, more in general, the Services.

3. Spending limits

We may impose limits on the amounts and volumes of Payments that you are permitted to make using the Services. These limits are set out in the App.

4. Fees

There are no fees or charges for you holding the Account and using the Payment Service and the P2P Service either to make or receive transfers to or from another person or to make payments of any value to offline and online shops. Any fees or charges applicable for you using the Third-Party Service and/or the Related Services (including the instant top-up) will be shown to you on the App and/or through the Third Parties' platform at the time of each relevant payment, before your approval of the Payment. You can see here all our current fees.

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5. Communication

5.1. How you may contact us

Please

- use the "Contact Us" function in the App;
- Send us communication by email at support@satispay.com or via post at Satispay Customer Services, 53, Boulevard Royal, L-2449 Luxembourg.

5.2. How we may contact you

We may contact you using the App. However, if necessary, we may contact you by email, via push notifications, social media or by phone call, using the details you provided in the App.

If those details change, you should inform us as soon as possible.

5.3. Language

This Agreement is written in English. Any communications related to this Agreement will be in English and any translation into other languages is considered a mere courtesy translation.

Where this Agreement, other terms and conditions or any notice or other document relating to this Agreement 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.

5.4. Copy of Agreement

You can contact us to request a copy of this Agreement, which will be sent to you by email free of charge.

6. Suspending the Services

We may suspend your use of the Services, if we have reasonable concerns about the security of the Account or we suspect the Services are being used in a fraudulent, immoral or unauthorised manner or there is a material breach of your obligations under this Agreement, as well as in case you have used offensive, obscene, vulgar, blasphemous or slanderous terms in relation to other Satispay users, Satispay group, and its employees and/or representatives. In that case, you may not use the App to make any Payments.

We will notify you of any such suspension as soon as possible, and of the reasons for the suspension unless doing so would compromise reasonable security measures or otherwise be unlawful.

We may lift the suspension and, where appropriate, issue new security details free of charge as soon as practicable should the reasons for the suspension cease to exist.

7. Disputed Payments

7.1. Unauthorised and incorrectly executed Payments

We assume that all Payments are authorised by you unless you notify us otherwise.

If you believe you did not authorise a particular Payment or that a Payment was incorrectly carried out (for example, the paid amount is incorrect), you must contact us within 13 months from the date of the Payment.

We will immediately conduct an investigation and we will acknowledge your dispute within 72 hours. We will let you know the outcome of our investigation as soon as possible. If we confirm that a Payment was not approved by you or incorrectly carried out, we will refund the amount directly to your Account.

7.2. Liability

You are liable for all losses incurred in respect of an unauthorised Payment if:

- you have acted fraudulently; or
- have intentionally or with gross negligence failed to: (i) look after and use the security details in accordance with the Agreement; or (ii) notify us of the problem in accordance with clause 7.1.

7.3. Exclusion

Except where you have acted fraudulently, you are not liable for any losses incurred in respect of an unauthorised Payment which arise after your notification to us.

7.4. Investigation

If an investigation shows that you authorised any disputed Payment or that you may have acted fraudulently or with gross negligence, we may reverse any refund made and you may be liable for the losses we suffer in connection with the Payment including but not limited to the cost of the investigation. We will give you reasonable notice of any reverse refund.

7.5. Refusal

In certain circumstances, we may refuse to complete a Payment that you have authorised. These circumstances include:

- if we have reasonable concerns about the security of the Account or we suspect the Services are being used in a fraudulent or unauthorised manner;
- if there are insufficient funds in the Account to cover the Payment and all associated fees 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 a Payment you initiated, we may notify you as soon as reasonably practicable that it has been refused and the reasons for the refusal together, where relevant, with the procedure for correcting any factual errors that led to the refusal.

8. Cooling off

You have a period of 14 days to exercise your statutory right of withdrawal from this Agreement without penalty and without giving any reason. This period begins from the

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acceptance of this Agreement and after you have received the terms of the Agreement via email. It is understood that any Payment carried out during the 14-day period is not affected by that withdrawal.

9. Termination

9.1. How you may terminate the Agreement

You may terminate the Agreement at any time by contacting us. You can do this through the App, by email at support@satispay.com, or via post at Satispay Customer Services, 53, Boulevard Royal, L-2449 Luxembourg.

9.2. How we may terminate the Agreement

We may terminate this Agreement with immediate effect:

- if you do not provide us with all of the information we need to open or operate your Account or use the Services; or
- If you weren't entitled to open the Account or use the Services; or
- if you breach an important part of the Agreement, or repeatedly breach the Agreement and fail to resolve the matter within 10 days; or
- if you use the Services or the services provided by another company of the Satispay Group in a manner that we believe is fraudulent or unlawful; or
- if you fail to resolve any Negative Availability related to your Account; or
- if continuing to provide the Service to you may harm our business, and reputation and/or expose us or other companies of the Satispay Group to any offence or risk of financial losses, insolvency or liability; or
- we need to do so to comply with the law or court order.

We may terminate the Agreement without any reason by giving you a 60-day notice.

We will not always provide specific details regarding any termination in order to protect our internal processes and, more in general, the Services.

If the Agreement terminates, we will disable your access to the Services. Any unused amount in the Account will be automatically redeemed in accordance with clause 11, unless we are not permitted to do so to comply with the law.

10. Duration

This Agreement is a framework contract of indefinite duration for the purposes of the Luxembourg law of 10 November 2009 on payment services, as amended.

11. Redemption and expiry

You may redeem all or part of the E-money held in the Account at any time by following the instructions made available to you in the App. We will redeem your funds to your bank account. It is not possible to redeem your funds to a bank account that is not under your name.

12. Purchases

We are not responsible for the safety, legality, quality or any other aspect of the goods and services purchased using the Services. Any complaints should be made directly to the relevant Merchant.

A Merchant may refund you via Satispay for any reason, e.g. if you return the faulty goods. In that case, the funds will be credited to your Account.

13. Amendments to the Agreement

If we need to make any amendment to this Agreement, we will notify the amendments 60 days prior to their effectiveness, except where the amendments are required under the 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; in case you disagree with any of the amendments, you will have the right to terminate the Agreement as per clause 9 - Termination.

Copies of the most up-to-date version of the Agreement are made available in the App and on our website at all times.

14. Data Protection

Satispay is a data controller of your personal data and manages and protects your personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“**GDPR**”) and any other applicable data protection laws (jointly, the “**Applicable Data Protection Laws**”).

It is the sole responsibility of Merchants to ensure any personal data shared with them at the time of making a Payment is managed and protected in accordance with the Applicable Data Protection Laws.

Satispay will collect and process personal data relating to you in compliance with our Privacy Policy.

Satispay is subject to secrecy obligations. Satispay will therefore not disclose any personal data collected except if authorised or required by law (or court order) or explicitly authorised by this section and/or provided for by our Privacy Policy.

When entering into a business relationship with Satispay, you authorise and instruct Satispay to disclose and transfer any data relating to you or your business relationship with us (including but not limited to first name, surname, address, date and place of birth, nationality, contact details, financial situation, any payments and transactions made), to its outsourcing service providers located in Germany, Luxembourg, Italy, Ireland, the United Kingdom and the United States of America as well as to third parties whose involvement is necessary or useful for Satispay to provide its e-money services or for you to benefit from services provided by third parties, including other companies of the Satispay Group, when you agreed to the relevant terms. These transfers of data will be done in accordance with data processing agreements executed by Satispay and such outsourcing service providers or third parties and in accordance with our Privacy Policy. Satispay will ensure that such outsourcing service providers and third parties are subject to secrecy obligations or contractual confidentiality duties. The services that are outsourced by Satispay, mainly to other companies of the Satispay Group, include platform hosting, IT operations and security,

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data storage, internal audit operations, AML/KYC screening, accounting and controlling, customer care tasks, payroll and HR as well as certain legal and marketing activities. You agree with such outsourcing by accepting the Agreement.

You agree to inform Satispay as soon as possible of any change in personal data collected and to supply Satispay upon request with any additional information it deems useful to the maintenance of a business relationship and/or that is required by applicable laws or regulations.

15. Complaints

If you are not satisfied with the Services, tell us first by contacting us (see contact details in clause 5.1) so we can try to resolve your issues. We will promptly send you a complaint acknowledgement and a copy of our complaints procedure.

A copy of our complaints procedure can be requested at any time and can also be found here. You agree to cooperate with us and provide the necessary information to enable us to investigate and resolve the complaint as quickly as possible.

If, after following the procedure and steps set out in this clause 15, you are not fully satisfied with how we have handled your complaint, you may contact the competent supervisory authority as detailed below.

You can contact the CSSF by filling in the online complaint form where all relevant documents can be attached or by sending the completed complaint form (PDF):

- either by mail (simple mailing, no registered letter required) to the following address: Commission de Surveillance du Secteur Financier, Département Juridique CC 283, route d'Arlon, L-2991 Luxembourg
- or by email to the following address: reclamation@cssf.lu.

16. Intellectual Property Rights

All content included in our App (including all user-facing material, and all underlying material such as code, software and databases) and the copyright and other intellectual property rights in that content, unless specifically labeled otherwise, belongs to or has been licensed by us. All content is protected by applicable intellectual property laws and treaties.

By Intellectual Property Rights we mean all vested, contingent and future intellectual property rights including but not limited to copyright, trademarks, service marks, design rights (whether registered or unregistered), patents, know-how, trade secrets, inventions, set-up, database rights and any applications for the protection or registration of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created which Satispay or other Satispay Group companies may be entitled to.

17. Third parties' content

We may provide links to other content such as websites, web apps and downloadable apps. Unless expressly stated, this content is not under our control. We neither assume or accept responsibility or liability for such third-party content. The provision of a link by us is for reference only and does not imply any endorsement of the linked content or of those in control of it.

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18. Force Majeure

We are not liable for any breach of the Agreement where the breach is due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all effects to the contrary.

We cannot be held liable where the breach is due to our legal obligations.

19. Severance

If any term or provision in the Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of the Agreement but the validity and enforceability of the remainder of the Agreement shall not be affected.

20. Assignment

We may assign the receivables as well as the rights and/or obligations arising out of this Agreement to another company at any time by giving you prompt notice of this. If we do this, your rights will not be affected.

21. Governing law and jurisdiction

This Agreement 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 Agreement or its subject matter or formation.

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