

# THESE TERMS

**What these terms cover.** These are the terms and conditions on which we provide payment service activities to you.

**Why you should read them.** Please read these terms carefully before you open a payment account with us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

These terms and conditions, along with the Fees page (accessible via our online portal <https://ib.payally.co.uk/>), [Privacy Policy](#) and any other terms and conditions that apply to our services, form a legal agreement ("agreement") between you and us, PayAlly Limited.

You may also request us at any time during our contractual relationship to provide you with a copy of this agreement or any information we are required to provide you by relevant regulations. You can find a link to this information [here](#).

# INFORMATION ABOUT US AND HOW TO CONTACT US

**Who we are.** We are PayAlly Limited a company registered in England and Wales. Our company registration number is 10600055 and our registered office is at 80 Coleman street, London, UK, EC2R 5BJ. Our registered VAT number is 278253770.

We are an Authorised Payment Institution registered in the United Kingdom. Our firm reference number is 774327. We are permitted to provide payment services by the Financial Conduct Authority ("FCA") in the United Kingdom.

FCA supervises PayAlly. You can learn more about PayAlly, how it is regulated, check the full record of any regulated activities, and any current sub-statuses, restrictions or suspensions here: <https://register.fca.org.uk/s/firm?id=001b000003jKickAAC>

PayAlly is a participant of SWIFT (PYYLGB2LXXX) and participant of SEPA.

**How to contact us.** You can contact us by telephoning our customer service team at +44 203 286 0201, +48 22 208 3272 or by writing to us at [service@payally.co.uk](mailto:service@payally.co.uk), via Skype at [skype:live:service\\_16733?chat](skype:live:service_16733?chat) or via our online portal.

You must notify us immediately of any circumstances which are relevant to this agreement, including change of name, address, contact details etc.

You must also notify us immediately of any loss or theft of your personal identification document or another means of identification or loss or theft of your account or login credentials, payment card, OTP/MAC token. You must notify us even if any of the above noted information has been or may be made public (e.g. judicial decision, notification to public registers or publishing through the mass media).

You must also notify us of anything negatively affecting the security of your payment account, card, OTP/MAC token generator, or suspected unauthorised or fraudulent use of the same.

**Signed message.** We may sometimes require you to contact us via a *Signed message*, which is available via our online portal to confirm your identity.

In case of suspected or actual fraud or security threats, you must contact us via a *Signed message*. If you are unable to do so, please contact us by any other means and we will let you know what (if any) information we need from you to confirm your identity.

**How we may contact you.** If we have to contact you from time to time for any reason (including any reason as required of us by the Payment Services Regulations 2017), we will do so by telephone, SMS or by writing to you at the email address, postal address you provided to us or via our online portal.

”Writing” includes emails and messages via our online portal. When we use the words “writing” or “written” in these terms, this includes emails and messages via our online portal.

Any notice or other communication given under this agreement will be deemed to have been received: if sent by first class post or other next working day delivery service, on the second working day after sending; or if sent via SMS, email or our online portal, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. “Business hours” means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in England and Wales.

Any communication we make with you, including this agreement is in English. You may also request a copy of these terms to be sent to you.

## INFORMATION ABOUT WHERE WE PROVIDE PAYMENT SERVICES

**We provide services in the United Kingdom only.** PayAlly is not provide payment services outside the UK. Our website is solely for the promotion of our products in the UK.

We do not have any physical presence (for example, offices) or agents in any other state.

**If you are based outside the UK,** we provide you payment services strictly on the basis that:

- i. Any and all services we provide are provided in the UK only.
- ii. You are our customer at your own initiative.
- iii. You have been made aware that payment services we provide are not authorised in the EEA.
- iv. You are aware that it is your duty to ensure that you are compliant with the laws, regulations and rules of the country you are based.

## INFORMATION ABOUT WHAT SERVICES WE PROVIDE

PayAlly has been given permission to provide payment services by the FCA under the Payment Regulation Services 2017, which are:

- i. services enabling cash to be placed on a payment account and all of the operations required for operating a payment account;
- ii. services enabling cash withdrawals from a payment account and all of the operations required for operating a payment account;

- iii. the execution of payment transactions, including transfers of funds on a payment account with the user's payment service provider or with another payment service provider—
- iv. execution of direct debits, including one-off direct debits;
- v. execution of payment transactions through a payment card or a similar device;
- vi. execution of credit transfers, including standing orders;
- vii. the execution of payment transactions where the funds are covered by a credit line for a payment service user—
- viii. execution of direct debits, including one-off direct debits;
- ix. execution of payment transactions through a payment card or a similar device;
- x. execution of credit transfers, including standing orders;
- xi. issuing payment instruments or acquiring payment transactions;
- xii. money remittance;
- xiii. payment initiation services;
- xiv. account information services.

A detailed list of payment services offered by us is available on PayAlly's homepage at [www.payally.co.uk](http://www.payally.co.uk).

We are unable to offer you banking services. Funds on client payment account is not a deposit and may be used only for execution of payment transactions.

Client payment accounts are not protected by Financial Services Compensation Scheme or other similar deposit guarantee instruments. Instead, client funds in transit are kept on safeguarding accounts with reputable credit institutions.

We may, from time to time offer you other products and services such as debit and prepaid cards, loans, investments, insurance, currency conversion, credit and savings products, which are provided by our partner third parties, duly licensed credit institutions, insurance companies, broker dealers, etc. To use those services, you may have to accept additional terms and conditions of our partner third parties which will be notified to you when ordering or using such product and services.

## CORPORATE OPT OUT

If you are a customer that is a larger business, you agree that certain provisions of the Payment Services Regulations 2017 do not apply to you ("corporate opt out"). This applies to you only if you are not a:

- consumer (individual who is acting for purposes other than a trade, business or profession);
- micro-enterprise (an enterprise whose annual turnover and/or balance sheet total does not exceed €2 million (or sterling equivalent) and employs fewer than 10 people);
- charity with an annual income of less than £1 million.

Corporate opt out applies to the following regulations set out in the PSR 2017:

- Changes in contractual information - 50(1), (5) and (6);
- Termination of framework contract - 51(2), (3), (4);

- Information for the payer on individual payments transactions - 52(3);
- Information for the payee on individual payments transactions - 54(3);
- Charges for information - 56
- Burden of proof on payment service provider - 59
- Charges - 66(1)
- Liability of payment service provide for charges and interest - 94

If there is a conflict between this section and any other section in this agreement, this section prevails.

## OUR RIGHTS TO MAKE CHANGES

**Minor changes to the services.** We may change the services:

- i. to reflect changes in relevant laws and regulatory requirements; and
- ii. to implement minor technical adjustments and improvements, for example to address a security threat. These changes may affect your use of the product but if it does, we will let you know how and when.

**More significant changes to the products and these terms.** In addition, we may make more significant changes to these terms or the services, but if we do so we will notify two months prior to the changes (or one month for customers that have agreed to a corporate opt out) you and you may then contact us to end the contract before the changes take effect. If you do not, we will regard you as have accepted these changes.

**Updates to digital content.** We may update or update digital content at any time and without notice.

We will notify of any amendments of these terms in accordance with the section INFORMATION ABOUT US AND HOW TO CONTACT US.

## PROVIDING PAYMENT SERVICES

We will continue providing you with payment services until either this agreement is terminated, or services are suspended for any reason set out in this agreement.

We are not responsible for delays outside our control. If our supply of payment services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

We may also limit what payment services we provide to you and how much you can pay or receive. You may request us to change or impose limits by writing to us as noted above.

We are liable to you for the correct execution of the payment transaction you make unless we can prove to you or, if applicable, your payee's payment institution that your payee's payment institution has received the amount in accordance with the Payment Services Regulations 2017. If we are liable, we will refund to you the amount of the non-executed or defective payment transaction and, where applicable, restore the debited payment account to the state in which it would have been had the defective payment transaction not taken place.

You may request us and we will immediately and without charge make efforts to trace any non-executed or defectively executed payment transaction and notify you of the outcome.

## **REGISTERING AN ACCOUNT WITH US**

You may open only one payment account unless we confirm in writing otherwise. If we detect duplicate accounts, we may in our sole and absolute discretion suspend provision of our services, merge or close duplicate accounts or terminate this agreement.

By registering an account with us, you confirm that you are a resident of the UK. If you are not a resident of the UK, you confirm that laws and regulations of your country do not prohibit you from entering into an agreement with us.

You also confirm that you are the only beneficial owner. If you are not, you must tell us immediately. In such circumstances, you cannot open an account with us unless we confirm in writing otherwise.

We may terminate this agreement immediately and without notice if you are in breach of this section.

## **IDENTIFICATION**

We will need certain information from you so that we can provide payment services to you. By providing such information, you confirm that all information you provide is complete, accurate and true.

The information we will require will depend on the nature of your business, where you are based, and any other requirements set out in the relevant legislation.

If we have any reason to doubt the completeness or accuracy of the information you have provided, may ask you to provide further information or documents and, if necessary, to re-do the identification process.

From time to time, we may request additional identification to verify your identity. You undertake to provide us with all information and documents required to verify your identity or any other information we may require.

You must inform us if any of the submitted information or any of the circumstances relevant to our provision of services to you changes. Such information includes change of your representative, your company's beneficial owner, their personalities, residence/location address, nature of business, place of tax residence and taxpayer's number.

If you use our portal and/or payment instrument, we will verify your identity when you provide your credentials (e.g. username and password; one time OTP/MAC token; APP).

We may request any information and documents related to your identification and verification from any credit or financial institution which has already identified you or has a business relationship with you.

We may also require from you additional documents authorising us to request and receive such information or documents from other institutions.

## **AUTHORISED PERSON(S)**

You can authorise other persons to use our services on your behalf and access any information we have that is related to you or your account. You are responsible for the authorised person(s) performance of this agreement.

If you have authorised a person(s) to act on your behalf, the person must register an account with us who will also be bound by this agreement.

## **PRODUCT AND SERVICE FEES**

We will charge you fees for the payment services we provide. Our fees are set out in our Fees page accessible when you log into our portal.

We may make any amendments to the Fees. If we do so, we will notify you. You will be able to terminate this agreement without any penalty before the changes take effect as noted in INFORMATION ABOUT US AND HOW TO CONTACT US.

You are required to keep enough money on your payment account for us to deduct any fees or any money you owe us. We debit any monthly fee once per month in advance for the upcoming fee period, which is 30 calendar days.

You may also be responsible for paying taxes or costs that apply to payments that we are not responsible for collecting from you. In such case, you must pay the taxes or costs without delay.

You cannot borrow money from us and if your balance becomes negative, you must immediately top up your account to remedy this.

If you owe us money and do not top up your account, we may without notice:

- suspend your account;
- deduct the money from your payment account once it has funds (this can be in parts);
- deduct money from your card;
- exercise a right of set-off;
- take any other legal steps to recover the money, e.g. instruct debt collectors or take you to court.

If we exercise any of the above rights, you may be required to pay our costs.

## **REFUSING TO OPEN AN ACCOUNT, SUSPENDING OR CLOSING IT, REFUSING TO MAKE PAYMENTS**

We may refuse to open an account, suspend or close it, or refuse to make a payment.

If we decide not to open an account, we will let you know.

We may also suspend or close your account or refuse a payment immediately if you break any of these terms or if:

- You do not meet the requirements required by the prevention of money laundering and terrorist financing rules and regulations.
- We suspect you of money laundering, terrorist financing or other crime or illegal activity (e.g. fraud).
- We suspect that your funds have been obtained by illegal means or their transfer is in any way unlawful or prohibited.

- We suspect that you wish to use or are using the services for any restricted or prohibited activities.
- You have caused or we have a good reason to believe that you may cause direct or indirect damage to PayAlly.
- You are a politically exposed person.
- You have been prosecuted and/or convicted for a financial or economic crime, fraud or another crime with regard to abuse of trust.
- You or your activities belong to a risk group to which we do not provide services.
- You have been declared bankrupt or insolvent.
- We have asked you to repay the money you owe us and you have not done so within reasonable time.
- If we have good reason to suspect that you are behaving fraudulently.
- If you have not given us (or someone acting on our behalf) any information we need, or we have good reason to believe that information you have provided is incorrect or not true.
- If we are required to do so under any law or because a court or an ombudsman requires us to.
- We have become aware of any circumstances which have caused us to require to examine the legal origin of your funds or assets.
- We are notified of your death;
- We suspect that your credentials and/or the OTP/MAC token generator has been used without your consent or these have been stolen or used to commit fraud.
- We believe that there are any other reasonable grounds to do so due to any reason relating to the security of your payment account, card, OTP/MAC token generator, or suspected unauthorised or fraudulent use of the same.

We may suspend or close your account for any reason. We will notify you before we do so and why, unless this is unlawful or would compromise reasonable security measures.

If we close your account, your agreement with us is terminated.

## **CLOSING THE ACCOUNT**

You can end your contract with us. Please contact us as required in the section INFORMATION ABOUT US AND HOW TO CONTACT US.

If there are any outstanding fees or if you owe us money for any reason, you will be required to pay this immediately.

If you have paid your fees and do not owe us any money, we will give you reasonable opportunity to transfer or withdraw your balance.

If you wish to close the account due to any other reason, please contact us as noted above. In those circumstances, your contract will end no later than one calendar month after the day on which you contacted us or earlier.

## RESTRICTED ACTIVITIES

The following activities are restricted at all times:

- Using the services in connection with illegal products or services and/or stolen goods including digital and virtual goods.
- Transactions with sanctioned counter-parties.
- Any activity or omission that violates any law, statute, ordinance, regulation or good faith.
- Any activity or omission that violates the terms and conditions established by PayAlly.

## INFORMATION ABOUT HOW TO MAKE A REQUEST TO PERFORM AN OPERATION

The requests to provide services (operations) you give us must be unambiguous and executable. You must confirm all operations with your credentials or in any other way we may request (e.g. by signing a hard copy). Such confirmation shall be deemed as your consent to perform the requested operation.

You can find what information we require from you to perform an operation by selecting *Payments* in our online portal and selecting a relevant option. Required information is marked with a red asterisk.

You must ensure that your request is in accordance with the law, these terms and other relevant requirements or practices applicable to that request.

## RECEIPT OF PAYMENT ORDERS AND MAXIMUM EXECUTION TIME

We will not debit your payment account before we receive a payment order.

If the payment order does not fall on a business day, we will deem to have received the payment order on the next business day. Our business day for receipt of payment orders is between 8 am and 2.30 pm.

If we agree to execute the payment order on a specific day, the last day of a certain period or on the day on which you have put funds at our disposal, the time of receipt is deemed to be the day we have agreed. If the day agreed is not a business, we will deem to have received the payment order on the first business day thereafter.

Unless we agree otherwise, we have questions about you or your payment, or there are unforeseen issues, the maximum execution time for the payment services is three business days.

## OPEN API AND THIRD PARTY SERVICES

You may use the Open API as part of our services. You can activate it via our portal to access a personal API Key.



Anyone with access to credentials to the Open API through the Personal API Key is able to use our services. If you notice misuse, theft or unauthorised use of the Open API or any other activity that makes you suspicious, you must contact us immediately.

If we have concerns about security, unauthorised, and/or fraudulent use of Open API, we can stop or suspend your access to the Open API.

We will not bear any liability for any losses incurred because of any unauthorised access gained as a result of you not following with security guidelines, taking reasonable measures to preserve confidentiality of access to Personal API Key or storing the Personal API Key outside of our portal. Please see our website, and our portal for more information about the Open API and how it can be used.

You may use our services via third parties (e.g. e-wallets), Payment Initiation Service Providers (PISP) or Account Information Service Providers (AISP).

Third party providers must be authorised or licensed by a regulator to provide these services. It is your responsibility to check that they are authorised or licensed.

If you make any operation or use your payment account via any third party, these terms and conditions apply. If you use a third party provider, you consent and authorise the provider to access your account, account information or make payments on your behalf.

## **OTP/MAC TOKEN GENERATOR**

When using the one-time password (OTP) or message authentication code (MAC) token generator, you are required to::

- use the OTP/MAC token generator in accordance with the security guidelines published by us on our homepage which includes taking all reasonable steps to keep the OTP/MAC token generator safe as well as taking steps to keep the means which enable it to be used, including your credentials, safe;
- promptly notify us or a third party designated by us for this purpose, of loss or theft of the OTP/MAC token generator and or your credentials and of unauthorised or incorrect use of the OTP/MAC token generator after becoming aware of.

In order to use the OTP/MAC token generator we must be able to securely communicate with you. We will let you know if there are any additional requirements. If you use OTP/MAC token generator, you are responsible for the security and means of communication with us (such as your computer, internet and telephone connection).

We can block your credentials or your OTP/MAC token generator at any time for security purposes such as when we have any reason to believe that the OTP/MAC token generator has been misused.

You must immediately notify us of a loss, theft or unauthorised use of the OTP/MAC token generator and/or your credentials. If you use your payment account or OTP/MAC token generator via a third party, you must follow the security guidelines applicable to that service or provider in addition to these terms.

## **HOW WE MAY USE YOUR PERSONAL INFORMATION**

To provide you our services, we will need to record, store, process and transfer personal data. We will only use your personal information as set out in our [Privacy Policy](#). Under the UK data protection legislation, we are a “data controller”.

By using our services, you give us consent to use your data to provide you our services. If you have any queries or comments in respect of the Privacy Policy or how we use your data, please contact us at [data.protection@payally.co.uk](mailto:data.protection@payally.co.uk).

If you have any complaints about personal data handling by use, please contact us at [data.protection@payally.co.uk](mailto:data.protection@payally.co.uk). Alternatively, you may choose to file a complaint with Information Commissioner’s Office by calling [+44 303 123 1113](tel:+443031231113) or filing a report over internet <https://ico.org.uk/concerns/>.

## DISPUTES AND COMPLAINTS

Please contact if you have any issues or have a complaint. We will review the complaint and contact you within 15 business days if you are an individual and within 30 business days of are not.

If you are not happy with how we have resolved your complaint, you may choose to complain about us, our products, services or actions to the [Financial Services Ombudsman](#) by:

- Phone: +44 300 123 9 123 or +44 800 023 4567 from 8am to 8pm Monday to Friday, and from 9am to 1pm on Saturdays.
- E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- Online: <https://help.financial-ombudsman.org.uk/help>

If your complaint relates to payment services, you can also complain to the Financial Conduct Authority.

## RESPONSIBILITY FOR LOSS OR DAMAGE

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to our services.

We are not liable for business losses. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## UNAUTHORISED PAYMENTS

If an unauthorised payment or mistake is made due to our error, we will at your request as soon as reasonably practicable refund the amount of the unauthorised payment transaction including all fees deducted by us and where applicable, restore the debited payment account to the state it would have been in had the unauthorised payment transaction not taken place.

This does not apply to the situations where:

- You have acted fraudulently, in which case we will not refund you in any circumstances and you will be solely liable for all losses.
- You did not notify us in a timely manner of any security issues with your payment account, in which case you will remain liable for any losses incurred up to the time when we receive the notification unless you have acted fraudulently.
- You have either intentionally or due to gross negligence compromised security of your payment account or failed to comply with your obligations when using the account or have used it in a manner contrary to these terms.
- You did not notify us about the unauthorised or incorrectly completed transaction with undue delay and in any event within 13 months from the date of the payment on becoming aware of any unauthorised or incorrectly executed transaction. In such a case you shall be solely responsible for all losses.

You must take all reasonable steps to keep safe your security credentials. It is your responsibility to regularly monitor your payment account and inform us of any unauthorised transactions, inconsistencies, fraud or concerns.

## **INCORRECT UNIQUE IDENTIFIERS**

Where a payment order is executed in accordance with the unique identifier, the payment order is deemed to have been correctly executed.

We are not liable for non-execution or defective execution of the payment transaction where the unique identifier provided by you is incorrect. We will, however:

- make reasonable efforts to recover the funds involved in the payment transaction; and
- charge the payment service user for any such recovery.

If you have received funds from someone who had used an incorrect unique identifier, we will cooperate with the payer's payment service provider in its efforts to recover the funds, in particular by providing to the payer's payment service provider all relevant information for the collection of funds.

If you had sent the funds using an incorrect unique identifier and we are unable to recover the funds we will, if you request by way of a signed message in our online portal, provide to you all available relevant information in order for you to claim repayment of the funds.

## **REFUNDS**

You may request a refund within eight weeks from the date on which the funds were debited for the full amount of any authorised payment transaction initiated by you if:

- the authorisation did not specify the exact amount of the payment transaction when the authorisation was given, and

- the amount of the payment transaction exceeded the amount that you could reasonably have expected taking into account the your previous spending pattern, the conditions in this agreement and the circumstances of the case (unless this is due to currency exchange fluctuations).

The right to a refund does not apply if you have given us consent directly for the payment transaction to be executed or if information on the payment transaction was provided or made available to the you for at least four weeks before the due date by us or by the payee.

## **OTHER IMPORTANT TERMS**

We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within one month of us telling you about it and we will refund you any payments you have made in advance for products not provided (subject to you now owing us any money).

You may not transfer your rights or your obligations under these terms to another person. This agreement is personal to you.

Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms.

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

These terms are governed by English and Welsh law and you can bring legal proceedings in respect of the products in the English and Welsh courts. Alternative dispute resolution is not available under these terms.