

## Terms & Conditions

Terms and definitions in the Terms and Conditions have a defined meaning as follows:

### 1. Terms and Definitions

**1.1** Application – an online application submitted by the Client to PAYPORT UK through the PAYPORT UK Website.

**1.2** PAYPORT UK Account - a payment account opened by the Client in the PAYPORT UK system that the Client maintains through the Web Panel.

**1.3** PAYPORT UK – is a registered trading name for SimplePay London Ltd, a company registered in England and Wales with company number: 11059479 with its registered address at Silverstream House 4th Floor, 45 Fitzroy Street, Fitzrovia, London, England, W1T 6EB. SimplePay London Ltd is registered by the FCA as a Small Electronic Money Institution with FCA reference number: 902044.

**1.4** Business Day - any day other than a Saturday, Sunday or a public or bank holiday in England..

**1.5** Client - the individual or legal entity in whose name a PAYPORT UK Account is opened and maintained.

**1.6** Customer Service - PAYPORT UK customer service, contactable through the “Contact Us” facility on the Website.

**1.7** FCA - the Financial Conduct Authority

**1.8** Fees - the charges payable by the Client to PAYPORT UK for using PAYPORT UK services, available at [payportuk.com/prices/](https://payportuk.com/prices/).

**1.9** Financial Ombudsman Service - the services provided by the United Kingdom Financial Ombudsman Service, details of which can be found at [www.financialombudsman.org.uk](https://www.financialombudsman.org.uk) and which can be contacted at The Financial Ombudsman Service, Exchange Tower, London, E14 9SR, United Kingdom.

**1.10** Payment Transaction - a transfer or a cash-out operation initiated by the Client.

**1.11** Payment Transfer – a payment transaction wherein funds are transferred to a payment account.

**1.12** Privacy Policy - the PAYPORT UK policy governing the processing of personal data, which is available on the Website, as may be amended from time to time.

**1.13** Enhanced Customer Authentication – verification method based on at least two elements categorised in the Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market.

**1.14** Terms and Conditions - the Terms and Conditions governing the usage of the website and service of Payport UK, published on the Web Panel as may be amended from time to time.

**1.15** Website - the PAYPORT UK website available at [payportuk.com](https://payportuk.com).

**1.16** Web Panel – PAYPORT UK Web Panel that enables the Client to open and maintain a PAYPORT UK Account.

## **2. Subject and Scope of the Terms and Conditions**

**2.1** The subject of the Terms and Conditions is to provide the Client with PAYPORT UK services in order to send and receive electronic money payments and other services provided by PAYPORT UK.

**2.2** The Terms and Conditions are agreed to when the Client submits an Application for PAYPORT UK Account services.

**2.3** The Terms and Conditions are a contract between the Client and PAYPORT UK. It sets out the terms and conditions that apply to the Client's use of PAYPORT UK services. The Client agrees that the Client's use of PAYPORT UK services shall constitute the Client's acceptance of the Terms and Conditions. Before the Client signs up for PAYPORT UK services, the Client must read any updates of the Terms and Conditions on the Web Panel. All future changes set out in an update are incorporated by reference into the Terms and Conditions. The changes in the Terms and Conditions will take effect on the date specified by PAYPORT UK.

**2.4** The Terms and Conditions govern the opening, usage and closure of a PAYPORT UK Account and other related payment services as referred to herein.

Together with agreements concluded, Privacy Policy, and any other conditions and documents (Supplements, Agreements, Rules, Declarations, etc.), including but not limited to, information on the website, they constitute the legal relationship between the Client and PAYPORT UK.

**2.5** The Client is advised to read the Terms and Conditions carefully. If there is any part of the Terms and Conditions the Client does not understand or wishes to clarify, the Client is advised to contact PAYPORT UK.

**2.6** The Client is advised to print or download and keep a copy of the Terms and Conditions and Fees for future reference. The Client can also view the current Terms and Conditions on the Web Panel at any time.

**2.7** Depending on the type of PAYPORT UK Account the Client has, additional terms and conditions and agreements may apply.

## **3. PAYPORT UK Account**

**3.1** PAYPORT UK Account is an electronic money account that enables the Client to hold stored value (known as "electronic money" or "e-money"), to send and receive electronic payments. The Client can check the balance of funds and view the transactions carried out on the Client PAYPORT UK Account via the Web Panel.

**3.2** The electronic money in the PAYPORT UK Account is issued in accordance with the EU Electronic Money Directive (Directive 2009/110/EC of 16 September 2009) and the relevant national legislation of the United Kingdom.

**3.3** Subject to section 11, the electronic money held in a PAYPORT UK Account does not expire.

**3.4** The Client has the right to withdraw funds from their PAYPORT UK Account at any time. However, the Client may be required to confirm their identity and present any supporting documentation. There is no minimum withdrawal amount, but the funds on PAYPORT UK Account must be sufficient to cover any applicable withdrawal fee.

**3.5** PAYPORT UK Account is issued by PAYPORT UK and is not a bank account. Although it is a product regulated by the FCA, by accepting the Terms and Conditions, the Client acknowledges that PAYPORT UK Account and the electronic money stored in it is not covered by the UK's Financial Services Compensation Scheme. No other compensation scheme exists to cover losses claimed in connection with the PAYPORT UK Account. Although PAYPORT UK Account is not covered by the Financial Services Compensation Scheme, PAYPORT UK ensures that once it receives the Client's funds they are held in a segregated account, and safeguarded in accordance with the Electronic Money Regulations 2011 until they are spent or withdrawn or reimbursed to the Client. If PAYPORT UK becomes insolvent, funds held within the Client's PAYPORT UK Account will be protected for the Client against the claims of any creditors of PAYPORT UK as they are held in a safeguarded account.

**3.6** The electronic money in a PAYPORT UK Account belongs to the natural person or legal entity, which is registered as the PAYPORT UK Account holder (the Client).

No person other than the PAYPORT UK Account holder has any rights in relation to the funds held in the PAYPORT UK Account, except in cases of succession.

The Client may not assign or transfer a PAYPORT UK Account to a third party or otherwise grant any third party a legal or equitable interest over it.

**3.7** PAYPORT UK Account may be subject to upload, payment and withdrawal limits, depending on the Client's country of residence, the verification status of the PAYPORT UK Account and other factors used by PAYPORT UK to determine such limits from time to time at PAYPORT UK sole discretion.

**3.8** Electronic money held in a PAYPORT UK Account will not earn any interest.

**3.9** PAYPORT UK Accounts can be opened as a Private or Corporate account.

**3.10** When opening a PAYPORT UK Account the Client will need to provide details of: name, surname, date of birth, country of residence, phone number, email address, as well as supporting documents.

**3.11** In cases where the supporting documents cannot be accepted for any reason, PAYPORT UK has the right to deny the application.

## **4. Applying for and Opening PAYPORT UK Account**

**4.1.** In order to use PAYPORT UK's services the Client must first open a PAYPORT UK Account by registering the Client's details in the Web Panel and submitting an Application for account services. As part of the PAYPORT UK Account opening process, the Client will need to accept the Terms and Conditions and pay document verification Fees for opening an account by choosing one of the payment methods acceptable by PAYPORT UK (VISA/MasterCard or by Payment Transfer).. PAYPORT UK may refuse to provide services to residents of countries mentioned in the FATF blacklist, OFAC Sanctions List and other countries mentioned in various sanction lists or according to recommendations of regulating authorities against cooperation. Document verification Fees for opening an account are not refundable.

**4.2** If the Client is a private individual, the Client must be at least 18 years old to use PAYPORT UK services, and by opening a PAYPORT UK Account the Client declares that the Client is 18 years old.

**4.3** To become a client, the Client must apply for a PAYPORT UK Account by providing all of the information requested on the registration stage of the Website. All information the Client provides during the signup process or any time thereafter must be accurate and truthful. The Client must not

provide any false, inaccurate, incomplete or misleading information.

**4.4** The Client may only open a PAYPORT UK Account if it is legal to do so in the Client's country of residence. By opening a PAYPORT UK Account the Client represents and warrants to PAYPORT UK that the Client's opening of a PAYPORT UK Account does not violate any laws or regulations applicable to the Client. The Client shall indemnify PAYPORT UK against any losses PAYPORT UK incurs in connection with the Client's breach of this section.

**4.5** The Client will not be able to use a PAYPORT UK Account or any part of its services until the Client has passed all of PAYPORT UK's identity and security validation and verification checks, and provided information requested in accordance with anti-money laundering regulations. PAYPORT UK may check all personal and identity verification information the Client provides, with credit reference or fraud prevention agencies and other organisations. These agencies may keep a record of the Client's information and the searches done. However, PAYPORT UK does not perform a credit check and any search is for identity verification purposes only. PAYPORT UK shall keep records of the information and documents PAYPORT UK obtains to verify the Client's identity in accordance with all applicable legal and regulatory requirements.

**4.6** For additional Account opening possibilities, the Client should contact PAYPORT UK customer service. PAYPORT UK has the right to refuse to open additional accounts.

**4.7** The Client may only add payment instruments to a PAYPORT UK Account if the Client is the legal holder of that payment instrument if applicable. PAYPORT UK takes any violation of this requirement very seriously and will treat any attempt to add a payment instrument of which the Client is not the legal holder, as a fraudulent act.

**4.8** During signup, the Client will be asked whether the Client intends to use the PAYPORT UK Account for private or commercial purposes. If the Client has any intention to use the PAYPORT UK Account for commercial purposes, the Client shall inform PAYPORT UK if the Client also uses the Account for private purposes. If the Client has stated that they will use the PAYPORT UK Account for private purposes only, the Client shall inform PAYPORT UK immediately, before the Client wishes to use it for commercial purposes at any point in the future, by contacting PAYPORT UK Customer Service.

The Client is considered as using a PAYPORT UK Account for commercial purposes if the Client is receiving or transferring payments for or in connection with, any business activity. PAYPORT UK reserves the right to determine whether, in PAYPORT UK's reasonable opinion, the Client is using a PAYPORT UK Account for commercial purposes. If the Client is using a PAYPORT UK Account for commercial purposes, in addition to the Terms and Conditions, the Client shall be bound by PAYPORT UK's Corporate Account agreement. If the Client is in any doubt about whether or not an activity amounts to a commercial activity, the Client should contact Customer Service.

## **5. Maintaining a PAYPORT UK Account**

**5.1** The Client confirms that the information provided on the PAYPORT UK Account and Application form is accurate and up to date and PAYPORT UK shall not be liable for any loss arising out of the Client's failure to keep this information updated. PAYPORT UK may ask the Client at any time to confirm the accuracy of the Client's information or to provide supporting documents or other evidence as appropriate.

**5.2** PAYPORT UK has the right to suspend the Client's PAYPORT UK Account at any time, if any of the provided documents are out of date, are unreadable, do not look genuine, do not include all necessary pages, or translations etc. If the Client has not provided the required documents or they do not meet the required criteria mentioned in sections 3 and 5 of the Terms and Conditions, the Client has 7 (seven) working days from receipt of a PAYPORT UK informative e-mail, to correct any deficiencies.

**5.3** Where the Client's PAYPORT UK Account has been suspended, after the Client has submitted the required documents, PAYPORT UK will unblock the Client's PAYPORT UK Account within 2 (two) working days from the date the required documents were received.

**5.4** PAYPORT UK may contact the Client by e-mail or in any other way described in section 17, with information or notices regarding the PAYPORT UK Account. It is the Client's responsibility to check regularly the proper functioning of the Client's e-mail address or other methods of communication that the Client has registered with PAYPORT UK Account and to retrieve and read messages relating to the PAYPORT UK Account promptly. PAYPORT UK shall not be liable for any loss arising out of the Client's failure to do so.

**5.5** Payment Transactions are displayed in the Client's online transactions history together with the fees charged. Each transaction is given a unique transaction ID and is shown in the transaction history. The Client should quote this transaction ID when communicating with PAYPORT UK about a particular transaction. The Client should check their PAYPORT UK Account balance and transaction history regularly. The Client should report any irregularities or clarify any questions the Client has as soon as possible by contacting Customer Service.

**5.6** Subject to the provisions of section 7 below, in order to claim a refund for an unauthorised or incorrectly executed payment transaction on a PAYPORT UK Account, the Client must notify PAYPORT UK without undue delay after becoming aware of the unauthorised or incorrect transaction and in any event no later than thirteen (13) months after the debit date of the transaction.

## **6. Keeping your PAYPORT UK Account safe**

**6.1** The Client must take all reasonable steps to keep their PAYPORT UK Account password safe at all times and never disclose it to anyone. Any message the Client receives or any website the Client visits that asks for the Client's password, other than the Web Panel, should be reported to PAYPORT UK. If the Client is in doubt whether a website is genuine, the Client should contact the Customer Service. It is advisable to change the Client's password regularly (at least every three (3) to six (6) months) in order to reduce the risk of a security breach in relation to the PAYPORT UK Account.

PAYPORT UK also advises the Client not to choose a password that is easily guessed from information

someone might know or gather about the Client. The Client must never allow anyone to access their PAYPORT UK Account or watch the Client accessing their PAYPORT UK Account.

**6.2** If the Client has any indication or suspicion of their PAYPORT UK Account, login details, password or other security features being lost, stolen, misappropriated, used without authorisation or otherwise compromised, the Client is advised to change the password.

The Client must contact Customer Service without undue delay on becoming aware of any loss, theft, misappropriation or unauthorised use of their PAYPORT UK Account, login details, password or other security features. Any undue delay in notifying PAYPORT UK may not only affect the security of the PAYPORT UK Account but may result in the Client being liable for any losses suffered as a result. If the Client suspects that someone unauthorised may have accessed their PAYPORT UK Account, the Client should also contact the police and report the incident.

**6.3** PAYPORT UK may suspend a PAYPORT UK Account or otherwise restrict its functionality on reasonable grounds relating to the security of a PAYPORT UK Account or any of its security features or if PAYPORT UK reasonably suspects that an unauthorised or fraudulent use of a PAYPORT UK Account has occurred or that any of its security features have been compromised. PAYPORT UK will notify the Client of any suspension or restriction and of the reasons for such, in advance or, where PAYPORT UK is unable to do so, immediately after the suspension or restriction has been imposed, unless notifying the Client would be unlawful or compromise PAYPORT UK's reasonable security interests. PAYPORT UK will lift the suspension and/or the restriction as soon as practicable after the reasons for the suspension and/or restriction have ceased to exist.

**6.4** The Client must take all reasonable care to ensure that the Client's e-mail address(es) are secure and only accessed by the Client, as the Client's e-mail address may be used to reset passwords or to communicate with the Client about the security of a PAYPORT UK Account. In case any of the e-mail addresses registered with a PAYPORT UK Account are compromised, the Client should contact Customer Service without undue delay after becoming aware of this as well as contacting the Client's e-mail service provider.

## **7. Uploading Funds**

**7.1** The Client can credit funds to their PAYPORT UK Account by Payment Transfer. Notwithstanding section 7.5 below, PAYPORT UK shall not be responsible for the credited payment until PAYPORT UK receives the credited funds. When the Client credits funds to their PAYPORT UK Account, the Client permits PAYPORT UK to receive a transfer of funds on the Client's behalf from the Client's funding source, as well as to deduct any applicable Fees from those funds for PAYPORT UK's account, and then issue electronic money at par value to the funds credited (net of the applicable Fees) to the Client's PAYPORT UK Account.

**7.2** The Client may be asked to answer security questions or to complete other activities that PAYPORT UK may reasonably require, to ensure proper authorisation of a credited transaction.

**7.3** If the Client chooses a crediting method using a payment instrument that may be subject to chargeback rights, the Client declares that the Client will not exercise such chargeback rights other than for unauthorised use of the payment instrument or for a breach by PAYPORT UK of the Terms and Conditions, which would



result in the Client having a right to a refund of the credited amount. Otherwise, the Client may not charge back any credited transaction or allow a chargeback of any credited transaction for reasons for which PAYPORT UK are not responsible, including (but not limited to) disputes with merchants for non-delivery of goods or services or insufficient balance on the payment instrument account. PAYPORT UK reserves the right to charge the Client fees and expenses that PAYPORT UK incurs in connection with such chargebacks and any actions undertaken to challenge the same. PAYPORT UK may also charge the Client an extra fee, according to the applicable Fees available following the link [payportuk.com/prices/](https://payportuk.com/prices/).

**7.4** If a chargeback or reversal of a credited transaction results in a negative balance in a PAYPORT UK Account, the Client will be required to repay the negative balance by crediting sufficient funds into the PAYPORT UK Account. Failure to do so is a breach of the Terms and Conditions. Repayment of the negative balance is due immediately without notice. PAYPORT UK reserves the right, at any time, to send the Client reminders or to take other debt collection measures including but not limited to mandating a debt collection agency or solicitors or to pursue the claim in court. PAYPORT UK reserves the right to charge the Client the expenses PAYPORT UK reasonably incurs in connection with any debt collection or enforcement efforts.

**7.5** Credited funds will be credited to a PAYPORT UK Account after PAYPORT UK has received the funds. Some credited transactions may be credited to a PAYPORT UK Account immediately but are subject to reversal where the actual funds do not reach PAYPORT UK within a reasonable time. In such cases PAYPORT UK will deduct any reversed transactions from the balance of the PAYPORT UK Account. If a PAYPORT UK Account balance is insufficient, PAYPORT UK reserves the right to require repayment from the Client.

**7.6** The crediting of funds is subject to account limits due to security and legal requirements. These limits are set depending on the Client's PAYPORT UK Account type.

**7.7** Before crediting any funds into a PAYPORT UK Account, the Client must ensure that the Client's current spending and withdrawing limits meet the Client's withdrawal and spending requirements as PAYPORT UK cannot legally allow the Client to exceed these limits.

**7.8** The Client should regularly reconcile credited payments with the Client's own records.

**7.9** According to section 12, credits are subject to fees and currency conversion fees depending on which crediting method and payment instrument is chosen.

**7.10** After the Client's action to credit funds to their PAYPORT UK Account balance, PAYPORT UK emission transfers to the Client's PAYPORT UK Account balance, electronic money in an amount equal to the amount of funds (according to actual currency exchange rates available on the WebPanel, in case of conversion to other currency) credited by the Client, except in cases where the Client exceeded the limits established by the Terms and Conditions.

## **8. Sending Payments and Receiving Funds**

**8.1** To send a payment the Client is required to authorise the payment with the Client's login details and password received in the Client's e-mail or SMS. PAYPORT UK may also ask the Client additional security questions relating to the Client or their PAYPORT UK Account. If the PAYPORT UK Account is protected by additional security measures such as Enhanced Customer Authentication, the Client needs to follow

the instructions provided to the Client with such additional security measures. If the PAYPORT UK Account is enabled to make mass payments, the procedure to make such payments will be communicated to the Client in the relevant integration manual. The Client is responsible for the safety of its electronic devices and for keeping their passwords/access codes/Enhanced Customer Authentication, secret at all times and PAYPORT UK is not responsible for their theft or use by third parties as a result of the Client's negligence, misconduct or including cases where third parties have become aware of password/access code contents and used it to access the Client's PAYPORT UK Account.

**8.2** Every recipient of a payment the Client wishes to send through PAYPORT UK Account must have a valid means that PAYPORT UK can use for his or her identification.

**8.3** If the Client is asked to provide details of a recipient's contact information, where applicable, the Client must take great care to correctly submit the exact details of the recipient. PAYPORT UK uses those details as the unique identifier to determine the intended recipient of the payment. Other information the Client provides along with the recipient's identification details may be disregarded and PAYPORT UK shall not be liable for any error the Client makes when entering the recipient's identification details.

**8.4** If the payment details of the intended recipient are registered with PAYPORT UK, the funds will be instantly credited to the PAYPORT UK Account associated with the payment details. Once funds are credited to the recipient's PAYPORT UK Account, the transaction becomes irreversible.

**8.5** If the recipient's contact information is not registered with PAYPORT UK, PAYPORT UK cannot send a notification e-mail with instructions on how to claim and receive the payment. If the recipient does not claim the payment within twelve (12) days, the transaction will be cancelled and the funds will be returned to the Client. The Client may also cancel the transaction at any time before the funds have been credited to the recipient's PAYPORT UK Account. To cancel a transaction the Client should log into their PAYPORT UK Account, locate the relevant transaction in the Client's transactions history and select "Cancel".

**8.6** Payments are subject to payment limits due to security and legal requirements. These limits are set depending on the Client's PAYPORT UK Account type. The Client can view these PAYPORT UK Account limits at any time in the relevant section of PAYPORT UK Account profile. The Client should ensure that the Client's limits are sufficient to cover the payment the Client intends to make as well as any applicable fees including service fees and currency conversion fees. The Client should be aware that the recipient of a payment may also be subject to spending and withdrawal limits and that this may affect the recipient's access to the funds the Client intends to send.

**8.7** PAYPORT UK will deduct the value of the Client's transactions from the balance on the Client's PAYPORT UK Account and any applicable Fees at the time of the transaction. If the Client makes a transaction, any applicable Fees will be added to the amount of the transaction so that the total sum of the Client's transaction amount plus the applicable Fees will be deducted from the Client's PAYPORT UK Account balance.

**8.8** If the Client is attempting a transaction in excess of the available balance on the Client's PAYPORT UK Account then the Client's request will not be processed.

**8.9** In the unlikely event, for any reason whatsoever, that a transaction is completed when there are insufficient funds on the Client's PAYPORT UK Account (a "Shortfall"), the Shortfall shall be reimbursed



by the Client unless it is due to an error on the part of the merchant. In this circumstance PAYPORT UK may seek the Shortfall from the merchant.

**8.10** Where the Shortfall must be reimbursed by the Client, the Client will be required to credit funds within X working days to reimburse the negative balance of their PAYPORT UK Account. Until PAYPORT UK is reimbursed the Shortfall amount, PAYPORT UK may suspend the Client's PAYPORT UK Account. If PAYPORT UK believes the Shortfall has been created intentionally this may be treated as potential Fraud.

**8.11** PAYPORT UK may refuse to process the Client's transaction:

**8.11.1** If sufficient funds are not credited to the Client's PAYPORT UK Account at the time of a transaction to cover the amount of the transaction and any applicable Fees;

**8.11.2** The Client fails to pay applicable Fees;

**8.11.3** If there is an outstanding Shortfall on the PAYPORT UK Account;

**8.11.4** If PAYPORT UK has reasonable grounds to believe that the Client is acting in breach of the Terms and Conditions;

**8.11.5** If PAYPORT UK ascertain that a transaction is suspicious or potentially illegal (for example, if PAYPORT UK ascertain that a transaction is being made fraudulently); or because of errors, failures (whether mechanical or otherwise).

**8.12** If PAYPORT UK refuses to process a transaction because PAYPORT UK ascertain it may be suspicious or potentially illegal, where PAYPORT UK is permitted to do so by applicable law PAYPORT UK will contact the Client. If PAYPORT UK refuses to process a transaction for any other reason, PAYPORT UK will inform the Client by email without undue delay and in any event by the end of the next Business Day, giving the PAYPORT UK reasons and explaining how the Client can correct any information PAYPORT UK holds that led to PAYPORT UK refusing to process the transaction, unless informing the Client would compromise security measures or be unlawful.

**8.13** The Client should regularly reconcile outgoing and incoming payments with the Client's own records.

**8.14** According to section 12, sending payments is subject to Fees, including currency conversion fees depending on the type of payment the Client makes and the type of PAYPORT UK Account the Client holds.

## **9. Prohibited Transactions**

**9.1** It is strictly forbidden to send or receive payments as consideration for the sale or supply of: Adult-related physical goods, Adult-online live content, webcam, online streaming content and acts of offensive adult content, Adult advertising, Child Pornography, Bestiality, Rape/Hate/Violence, Weapons and Firearms, Unlicensed Gambling, Replica/Copyright infringement, Tobacco, Escort/Massage Parlors, Continuity Suppliers offering memberships or other services that require a negative response from the Customer to avoid automatic renewal, or Suppliers offering services that extend beyond 1 year in length, Direct marketers who offer sales-incentive-based programs that rely on "breakage" to earn a profit ("breakage" is defined as services paid for by the Customer but never used), multilevel marketing schemes or Suppliers engaged in the practice of "up-supplying", Grey market suppliers that are taking

advantage of cross-border trading loopholes in national laws (where domestically the activity is legally grey), Outbound Telemarketing / Inbound Telemarketing/ Phone Solicitation Merchants, Reverse Auctions, Raffles and Prize Draws, Services and/or products that require pyramid type schemes for distribution, Services which may provide peripheral support of illegal activities for business. PAYPORT UK reserves the right, at PAYPORT UK's sole discretion, to add categories of prohibited transactions by adding such categories to the Terms and Conditions.

**9.2** It is strictly forbidden to make payments to or to receive payments from persons or entities offering illegal gambling services, including (but not limited to) illegal sports betting, casino games and poker games. PAYPORT UK may suspend or terminate PAYPORT UK Account at any time or refuse to execute or reverse a transaction if PAYPORT UK believes that the Client directly or indirectly uses or have used their PAYPORT UK Account for or in connection with, illegal gambling transactions. This list is not exhaustive and it is the Client's responsibility to ensure that the Client does not use PAYPORT UK services for transactions that may be considered illegal in the Client's jurisdiction.

**9.3** The Client may not use PAYPORT UK services if the Client is residing in any of the countries on the FATF blacklist, OFAC Sanctions List and other countries mentioned in various sanction lists or in recommendations of regulating authorities against cooperation. This list is not exhaustive and PAYPORT UK may decide at its sole discretion to discontinue or restrict PAYPORT UK's services in other countries at any time and without prior notice. PAYPORT UK reserves the right to suspend or terminate any PAYPORT UK Account at any time if PAYPORT UK reasonably believe to be required to do so by law or in order to comply with recommendations issued by a relevant government authority or recognised body for the prevention of financial crime.

**9.4** It is strictly forbidden to use a PAYPORT UK Account for any illegal purposes including but not limited to fraud and money laundering. PAYPORT UK will report any suspicious activity to the relevant law enforcement agency. The Client is prohibited from using their PAYPORT UK Account in an attempt to abuse, exploit or circumvent the usage restrictions imposed by a merchant on the services it provides.

**9.5** If the Client conducts or attempts to conduct any transaction in violation of the prohibitions contained in this section 9, PAYPORT UK reserves the right to: reverse the transaction and/or close or suspend the PAYPORT UK Account and/or report the transaction to the relevant law enforcement agency and/or claim damages from the Client; and charge the Client an administration fee according to the applicable Fees available following the link [payportuk.com/terms/](https://payportuk.com/terms/), in case PAYPORT UK applies any of the above.

**9.6** It is the responsibility of the Client and not that of PAYPORT UK, to ensure that the Client only sends payments to, or receives payments from, persons or entities for the sale or supply of goods and services that the Client may provide or receive in compliance with any applicable laws and regulations. The mere fact that a person or entity accepts payments through a PAYPORT UK Account is not an indication of the legality of the supply or provision of their goods and services. If the Client is in doubt as to the legality of a supply or purchase, the Client should not continue with the payment. It is the responsibility of the Client and not that of PAYPORT UK to ensure bank account details are entered correctly to avoid payment errors and any charges.

## 10. Withdrawing Funds

**10.1** The Client can withdraw all or part of the funds held in their PAYPORT UK Account at any time. To do this the Client must log into their PAYPORT UK Account, complete the payment order and enter the amount to be withdrawn. Where the withdrawal payment is received by the Client through the involvement of a payment service provider (such as the bank where the Client holds a bank account), PAYPORT UK shall not be responsible for the withdrawal payment once the Client's payment service provider receives the withdrawn funds.

**10.2** PAYPORT UK will, upon receipt of the Client request to withdraw all or part of the funds held in their PAYPORT UK Account at any time, buy back electronic money from the Client subject to limitations and exceptions set by the Terms and Conditions.

**10.3** If the Client's withdrawal request exceeds the current limit, to comply with regulations or for the safety of the PAYPORT UK Account, PAYPORT UK may decline the Client's request and instead require the Client to send PAYPORT UK documents verifying the Client's identity and address prior to allowing a withdrawal of funds or to otherwise cooperate with PAYPORT UK to verify the Client's identity.

**10.4** The Client must ensure that the payment details the Client enters when withdrawing funds, are correct and complete. PAYPORT UK will not be liable for withdrawn funds being sent to an incorrect destination, where this is due to the Client providing incorrect payment details. When withdrawing to a bank account, the Client must ensure that the account number, sort code, IBAN and/or BIC/SWIFT are correct. If the Client has withdrawn funds to the wrong destination, the Client may request that PAYPORT UK assists the Client in attempting to reclaim the funds, however, PAYPORT UK will charge the Client an administration fee, according to applicable Fees available following the link [payportuk.com/terms/](https://payportuk.com/terms/), for doing so and PAYPORT UK cannot guarantee that the reclaim efforts will be successful.

**10.5** PAYPORT UK reserves the right to carry out any necessary money laundering, terrorism financing, fraud or other illegal activity checks before authorising any withdrawal of the Client's funds, including in relation to returning any funds to the Client after the Client has closed their PAYPORT UK Account as set out in section 11.

**10.6** The Client should regularly reconcile withdrawn payments with the Client's own records.

**10.7** According to section 12, withdrawals are subject to withdrawal fees and currency conversion fees depending on which withdrawal method and payment instrument is chosen.

## 11. Termination, suspension and closing of a PAYPORT UK Account

**11.1** PAYPORT UK may terminate a PAYPORT UK Account or any payment service associated with it, by giving the Client one (1) month prior notice, or immediately if the Client is in breach of any of these terms or other terms applicable to the Client. The Client may terminate their PAYPORT UK Account at any time. Different termination provisions may apply if the Client uses their PAYPORT UK Account for commercial purposes as set out in section 4.7 above.

**11.2** Together with a termination notice or at any time thereafter, PAYPORT UK may give the Client reasonable instructions on how to withdraw remaining funds.

**11.3** If a PAYPORT UK Account is subject to a reserve, termination of the PAYPORT UK Account will not affect PAYPORT UK's right to hold the reserve and to make deductions therefrom for the time agreed.

**11.4** PAYPORT UK may suspend a PAYPORT UK Account immediately at any time, if PAYPORT UK reasonably believes that: (i) the PAYPORT UK Account has been compromised or for other security reasons; or (ii) PAYPORT UK reasonably suspects the PAYPORT UK Account is being used or has been used without the Client's authorisation or fraudulently; or (iii) we need to do so to comply with the law; or (iv) as stated in section 8.10 above. PAYPORT UK shall notify the Client either prior to the suspension or, if prior notification is not possible under the circumstances, promptly after the suspension, unless PAYPORT UK is prohibited by law to notify the Client.

**11.5** PAYPORT UK may at any time suspend or terminate a PAYPORT UK Account without notice in cases where:

**11.5.1** PAYPORT UK has reason to believe that the Client is in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity;

**11.5.2** the Client violates, or PAYPORT UK has reason to believe that the Client is in violation of, any law or regulation that is applicable to the Client's use of PAYPORT UK's services; or

**11.5.3** the Client breaches any condition of the Terms and Conditions or any other condition applicable to specific services covered by separate terms and conditions.

**11.6** If the Client's PAYPORT UK Account is suspended or terminated the Client will not be able to use any of the functionality of the PAYPORT UK Account.

**11.7** When a PAYPORT UK Account is terminated, PAYPORT UK will immediately block the Client's PAYPORT UK Account so it cannot be used. The Client will remain liable for all obligations relating to the Client's PAYPORT UK Account even after the PAYPORT UK Account has been terminated. Terminating the PAYPORT UK Account does not mean that PAYPORT UK deletes the personal data that we hold on the Client and PAYPORT UK will continue to store such data, including the history of the Client's transactions for a minimum period of six (6) years as required by law.

**11.8** If a PAYPORT UK Account holds a balance at the time of its closure, PAYPORT UK will ask the Client to withdraw the Client's funds within a reasonable period, during which the PAYPORT UK Account will be accessible for withdrawing the remaining balance only. After the expiry of this period, the Client will not be able to access their PAYPORT UK Account but the Client may withdraw any remaining funds by contacting Customer Service and requesting that the funds be sent to the Client in a manner that is

reasonably acceptable for PAYPORT UK. The Client may do so for a period of six (6) years from the date of closure of the PAYPORT UK Account but PAYPORT UK suggests that the Client withdraws the Client's remaining funds as soon as possible as they will not earn any interest while being deposited in the PAYPORT UK Account. The Client's obligations concerning keeping the PAYPORT UK Account safe as set forth in section 6 shall continue to apply.

**11.9** If a PAYPORT UK Account has not been active for a period of six (6) months, it is classified as Dormant. This type of PAYPORT UK Account will be charged according to Dormancy Fees available following the link [payportuk.com/terms/](https://payportuk.com/terms/).

## **12. Fees**

**12.1** Fees may depend on whether the Client is using their PAYPORT UK Account for personal or commercial purposes.

**12.2** Transaction-related fees can be viewed at any time following the link [payportuk.com/terms/](https://payportuk.com/terms/). Additional fees may apply to PAYPORT UK Accounts used for commercial purposes in accordance with the applicable terms and conditions referred to in section 4.7 above. The Client should print or download and keep a copy of the Fees section together with a copy of the Terms and Conditions. For clarity, the Fees section forms part of the Terms and Conditions. Fees are subject to change in accordance with section 16. Under certain circumstances, PAYPORT UK may charge additional fees as set out in these Terms and Conditions.

**12.3** The Client's transactions may be subject to currency conversions if applicable. If the Client makes a payment from their PAYPORT UK Account denominated in one currency to a PAYPORT UK Account denominated in another currency, the Client will be asked to make the payment either in the currency of PAYPORT UK Account or in another currency. If the Client chooses the currency of PAYPORT UK Account, then the recipient will pay the fee for the conversion into the currency of the recipient's PAYPORT UK Account. If the Client chooses the currency of the recipient's PAYPORT UK Account, the Client will pay the fee for the currency conversion into the currency of the payment. If the Client chooses a currency, that is neither the currency of their PAYPORT UK Account nor the currency of the recipient's PAYPORT UK Account, then the Client will pay the fee for the conversion into the currency of the payment, and the recipient will pay the fee for the conversion of the payment currency into the currency of the recipient's PAYPORT UK Account.

**12.4** If applicable for every currency conversion, PAYPORT UK will apply its own exchange rates that are available on the Web Panel.

Changes in these exchange rates may be applied immediately and without notice.

**12.5** Fees are expressed either as a percentage of the transaction or as a fixed amount in GBP, that may be changed based on the amount and/or currency. Where fixed fee amounts are displayed in a currency other than GBP, this is for information purposes only. If fees are deducted from a balance or a transaction denominated in a different currency, the GBP fee amount will be converted into an equivalent fee in that other currency based on the PAYPORT UK exchange rates applicable at the time and available on the Web Panel. PAYPORT UK will not apply a foreign exchange fee on currency conversions of fees.

**12.6** Fees payable by the Client will be deducted from their PAYPORT UK Account balance and the Client hereby authorises PAYPORT UK to do so. Transaction fees will be charged when the transaction is

executed. If the PAYPORT UK Account balance is insufficient to cover the Fees, PAYPORT UK may refuse to execute the payment.

### **13. Complaints**

**13.1** Any complaints about PAYPORT UK or the services PAYPORT UK provides, should be addressed to PAYPORT UK by contacting Customer Service. The Client should clearly indicate that they wish to make a complaint to PAYPORT UK. This helps PAYPORT UK to distinguish a complaint from a mere query. PAYPORT UK will send the Client a complaint acknowledgement by post or by e-mail after receiving the Client's complaint in accordance with PAYPORT UK's complaints procedure. The Client may request a copy of PAYPORT UK's complaints procedure at any time by contacting Customer Service.

**13.2** PAYPORT UK endeavors to provide the Client with an answer or resolution to the Client's complaint within the timeframes as outlined by the Financial Ombudsman Service. Should this not be possible due to unforeseen circumstances or lack of information, PAYPORT UK will contact the Client.

**13.3** If the Client's complaint is not resolved to the Client's satisfaction, the Client may contact the Financial Ombudsman Service under circumstances that will be outlined in correspondence with PAYPORT UK.

### **14. Client's Data**

**14.1** The processing of the Client's data is governed by the Privacy Policy, which can be found on the Website, as updated from time to time. By accepting the Terms and Conditions, the Client also agrees to the terms of the Privacy Policy. The Client should print and keep a copy of the Privacy Policy together with the Terms and Conditions.

**14.2** All relevant Client's data is updated and stored electronically according to legal requirements.

**14.3** The Client agrees that PAYPORT UK carries out processing of personal and other data in accordance with the General Data Protection Regulation (GDPR) and other applicable laws and regulations. PAYPORT UK carries out the processing of personal data of the Client, its representatives, authorised persons, representatives, beneficial owners and other third parties related to the Client, including the collection, registration, input, storage, arranging, modification, using, transferring, transmission and disclosure of data, blocking or deletion, and the Client is obliged to obtain consent to all data processing mentioned in this clause from all persons whose personal data they have transferred to PAYPORT UK. The purpose of personal data processing is compliance with local and international laws and regulations, Client registration, the provision, offering and maintenance of PAYPORT UK products and services, the security of employees, the security of PAYPORT UK property (assets), the performance of the duties prescribed by law, and the other legal interests of the PAYPORT UK. The Personal Data Processor is PAYPORT UK.



**15. Liability**

**15.1** In case of an unauthorised payment or a payment that was incorrectly executed due to an error by PAYPORT UK, PAYPORT UK shall at the Client's request immediately refund the payment amount including all fees deducted therefrom. This shall not apply:

**15.1.1** if the Client fails to notify PAYPORT UK without undue delay of any loss of the Client's password or other event that could reasonably be expected to have compromised the security of the PAYPORT UK Account after the Client has gained knowledge of such an event, in which case the Client shall remain liable for losses incurred up to the Client's notification to PAYPORT UK;

**15.1.2** if the transaction was unauthorised but the Client has compromised the security of their PAYPORT UK Account either with intent or through gross negligence in which case the Client shall be solely liable for all losses; or

**15.1.3** if the Client fails to dispute and bring the unauthorised or incorrectly executed transaction to PAYPORT UK's attention within 13 months from the date of the transaction.

**15.2** Section 15.1.1 shall not apply to transactions made after the Client has notified PAYPORT UK in accordance with section 6.2 in which case PAYPORT UK shall remain liable and refund any unauthorised transaction immediately to the Client.

**15.3** Without prejudice to the foregoing, the Client is advised to check the transactions history of their PAYPORT UK Account regularly and to contact Customer Service immediately in case the Client has any questions or concerns.

**15.4** In the case of any incorrect or misdirected payment, PAYPORT UK shall take reasonable measures to assist the Client with tracing and recovering such payments.

**15.5** Subject to the above, PAYPORT UK shall not be liable for any disruption or impairment of PAYPORT UK service or for disruptions or impairments of intermediary services on which PAYPORT UK relies for the performance of PAYPORT UK's obligations hereunder, provided that such disruption or impairment is due to abnormal and unforeseeable circumstances beyond PAYPORT UK's reasonable control or the control of the intermediary affected.

**15.6** PAYPORT UK shall not be liable for any indirect or consequential losses including but not limited to loss of profit, loss of business and loss of reputation. PAYPORT UK shall not be liable for any losses arising from PAYPORT UK's compliance with legal and regulatory requirements.

**15.7** PAYPORT UK's obligation under the Terms and Conditions is limited to providing the Client with a PAYPORT UK Account and related payment services and does not make any statement in relation to or endorsement of the quality, safety or legality of any goods or services provided by a PAYPORT UK customer (including merchant) or intermediary. If the Client has any disputes about purchases made using the Client's PAYPORT UK Account, the Client should settle these with the merchant the Client bought the goods or services from. PAYPORT UK is not responsible for the quality, safety, legality or any other aspect of any goods or services purchased with the Client's PAYPORT UK Account. The Client must remember that once the Client has used their PAYPORT UK Account to make a purchase, PAYPORT UK cannot stop that transaction.

**15.8** PAYPORT UK shall not be liable for the assessment or payment of any taxes, duties or other charges

that arise from the underlying commercial transaction between the Client and another PAYPORT UK customer (including merchant).

**15.9** The Client agrees to defend, reimburse or compensate PAYPORT UK and hold PAYPORT UK blameless from any claim, demand, expenses or costs (including legal fees, fines or penalties) that PAYPORT UK incurs or suffers due to or arising out of the Client's or the Client's agents' breach of the Terms and Conditions, breach of any applicable law or regulation and/or use of the services. This provision shall survive termination of the relationship between the Client and PAYPORT UK.

**15.10** PAYPORT UK shall not be liable in contract, tort (including negligence or breach of statutory duty) or otherwise for any indirect or consequential loss or damage of any kind including punitive or exemplary damages or for any loss of profit or loss of contract, loss of goodwill or reputation, loss of opportunity, loss of revenue or third-party loss whether foreseeable or otherwise.

**15.11** In case the Client is a legal entity, an officer(s) of the entity, who has signatory power, declares to have full control and authorisation to act on behalf of the entity, acknowledges and agrees that PAYPORT UK will not be used for transactions relating to: 1) Sales made under a different trading name or business affiliation than indicated in the application; 2) Any transactions that violate any law, ordinance, or regulation applicable to the business.

## **16. Changes to the Terms and Conditions**

**16.1** The Terms and Conditions and any additional terms and conditions that may apply are subject to change. Changes will be implemented with prior notice from PAYPORT UK under the procedure set forth in this section.

**16.2** PAYPORT UK shall give notice to the Client of any change by sending an e-mail to the primary e-mail address registered with PAYPORT UK Account.

**16.3** The proposed change comes into effect at the day set by PAYPORT UK. Changes that make the Terms and Conditions more favorable to the Client come into effect immediately if stated in the change notice. Changes to exchange rates come into effect immediately without notice and the Client shall not have the right to object to such a change, if applicable.

**16.4** If the Client objects to the changes, the Client shall contact PAYPORT UK customer service to mutually resolve this issue, if no agreement can be made between Client and PAYPORT UK, the Client's PAYPORT UK Account shall be closed and cooperation terminated. The PAYPORT UK Account will be closed in accordance with the provisions of section 11 above.

## **17. Communication and Miscellaneous**

**17.1** PAYPORT UK communicates to the Client via e-mail. For this purpose, the Client must at all times maintain at least one valid e-mail address in their PAYPORT UK Account profile. The Client is required to check for incoming messages regularly. E-mails may contain links to further communication on the Web Panel. Any communication or notice sent by e-mail will be deemed received by the Client on the same day it is sent to the Client's e-mail inbox before 1.00 pm on a Business Day. If it is sent to the Client's email inbox after 1:00pm on a Business Day or at any other time, it will be deemed received on the next

Business Day.

The Client agrees that PAYPORT UK shall use the e-mail address, postal address and phone number of the Client indicated in the Application form (if applicable) to inform the Client regarding services offered by PAYPORT UK. The Client agrees to provide additional information through the Web Panel or by other means if PAYPORT UK requires.

**17.2** Where legislation requires PAYPORT UK to provide information to the Client on a durable medium, PAYPORT UK will either send the Client an e-mail (with or without attachments) or send the Client a notification pointing the Client to information on the Web Panel in a way that enables the Client to retain the information in print format or other format that can be retained by the Client permanently for future reference. The Client is required to keep copies of all communications PAYPORT UK sends or makes available to the Client.

**17.3** The Client can request a copy of the Terms and Conditions or any other contractual document relevant to the Client by contacting Customer Service.

**17.4** PAYPORT UK will communicate to the Client in English and will always accept communications made to PAYPORT UK in English. The Client can choose the Client preferred language from the list of supported languages in their PAYPORT UK Account profile and PAYPORT UK may send the Client automated email notifications and communications regarding changes to the Terms and Conditions in the Client's chosen language. At the same time, PAYPORT UK reserve the right to communicate with the Client in English. Documents or communications in any other languages are for convenience only and shall not constitute an obligation for PAYPORT UK to conduct any further communication in that language.

**17.5** Apart from communicating via e-mail, PAYPORT UK may contact the Client via letter or telephone, where appropriate. If the Client uses any mobile services, PAYPORT UK may communicate with the Client via SMS. Any communication or notice sent by post will be deemed received four (4) days from the date of posting for UK post or within seven (7) days of posting for international post. Any communication or notice sent by SMS will be deemed received the same day.

**17.6** The Client may contact PAYPORT UK at any time by sending a message to Customer Service via the "E-Mail Support" facility on the Website.

**17.7** No person other than the Client shall have any rights under the Terms and Conditions and the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded.

**17.8** A PAYPORT UK Account is personal to the Client and the Client may not assign any rights under the Terms and Conditions to any third party.

**17.9** A PAYPORT UK Account is operated in the United Kingdom and the Terms and Conditions shall be governed by and interpreted in accordance with the laws of England and Wales. Any dispute under the Terms and Conditions or otherwise in connection with a PAYPORT UK Account shall be brought exclusively in the courts of England and Wales except where prohibited by EU law.

**17.10** If any part of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Terms and Conditions, which shall continue to be valid and enforceable fully permitted by law.