

NARVI PAYMENTS OY AB – TERMS OF USE

TERMS

“Access Code” means a personal secret number series or biometric identifier chosen by the Customer, which the Customer can use to log in to the service, accept Payment Transactions made in the Self-Service Channels and transact with the customer service via remote communication.

“Account” means jointly the Customer’s Fiat Account.

“Agreement” means these terms of use, which apply in the relationship between the Company and the Customer when the Customer uses the Service. The Agreement contains the following three (3) different terms that are to be read in unison:

- A. Terms of Service
- B. Terms of Payment Services
- C. Terms of Virtual Currency Services

“Card Community” means a card community.

“The Company” means Narvi Payments Oy Ab that provides the Service.

“Customer” means a natural or a legal person who has entered into this Agreement with the Company.

“Fiat Account” means the Customer’s account in the Service where the Customer may temporarily retain Fiat Funds to use the Payment Services.

“Fiat Funds” means funds that are in the form of so-called official money that is accepted by a government to be legal tender (e.g. euros, pounds and dollars).

“Payment Card” means the payment card attached to the Fiat Account issued by the Company in.

“Payment Instrument” means a card, virtual payment card, chip, application or other payment instrument that can be used to issue Payment Orders and that is linked to the Fiat Account in accordance with the Agreement between the Customer and the Company (e.g. Payment Card).

“Payment Order” means the order given by the Customer to the Company to execute a Payment Transaction.

“Payment Services” means the payment services offered by the Company through the Service in accordance with the Act on Payment Institutions of Finland (297/2010).

“Payment Transaction” means the act by which Fiat Funds are transferred, withdrawn or made available to the Recipient.

“PIN” means a series of personal numbers, which allow the Customer to accept Payment Transactions made with the Payment Card.

“Recipient” means a party who receives the Payment Transaction, and to whom the Fiat Funds or are made available by the Payment Order.

“Remote Communication” means telephone, computer, television, post, computer network or other medium that can be used to conclude the Agreement without the simultaneous presence of the parties.

“Service” means the Company’s service through which the Customer may use Payment Services.

“Service Price List” means the price list in force at the time, on the basis of which the Company charges the Customer fees and commissions for the use of the Payment Services.

“Self-Service Channel” means a website, smartphone application or other similar Customer interface that allows the service to be used electronically. Use of the Self-Service Channel requires a working network connection.

“Terms of Service” means the terms annexed to this Agreement in Section A.

“Terms of Payment Services” means the terms annexed to this Agreement in Section B.

A. GENERAL TERMS OF THE SERVICE

1. Service Provider

Name: Narvi Payments Oy Ab

Business ID: 3190214-6

Principal Office: Lapinlahdenkatu 16, 00180 Helsinki, Helsinki, Finland

Phone number: +4915738770969

Email: contact@narvi.com

Web address: www.narvi.com

The Company is registered by the Finnish Financial Supervisory Authority as an e-money institution in accordance with the Finnish Act on Payment Institutions of Finland (297/2010).

2. General considerations on the Agreement and Applicable Terms

The Customer and the Company enter into the Agreement electronically via Remote Communication.

When entering into the Agreement, the Customer's identity is verified following Section 3.

The Agreement between the Company and the Customer will be effective immediately after the Customer has completed their account registration and when the Customer has received a confirmation of the registration from the Company. Before the registration, the Customer must carefully read through this Agreement.

When entering the Agreement, the Customer agrees to communicate with the Company via the Self-Service Channel.

The Company reserves the right to terminate the Agreement with any party in full or in respect of any service provided by the Company without giving a reason for its decision.

The Customer shall take into account the terms set by network operators, device manufacturers, and other third parties, which may be a condition for using Payment Services.

3. Customer

3.1 General Identification

In connection with the Agreement, the Customer's identity must always be verified before accessing any of the available services, in order to comply with relevant regulatory frameworks in regard to Know Your Customer obligations (hereinafter "KYC").

3.2 Identification of Natural Person

A natural person must identify himself through SumSub's personal identity verification service.

If, based on the Customer risk assessment performed by the Company, the natural person's risk level is deemed high, then the Company reserves the right to perform additional checks and information requests prior to granting any access to the available services.

3.3 Identification of Legal Person

The representative of a legal person must identify themselves following Section 3.2 and submit to the Company an official document that verifies the identity of the Customer (e.g., an extract of the trade register). Such an official document may not be older than three (3) months where documents cannot be verified electronically via an online registry such as a government companies registry

4. Contact Details Given to the Company and Disclosure Obligations

The Customer is obliged to provide the Company with accurate and correct information requested at any given time to enter into the Agreement and execute Payment Services.

The Company has the right to acquire information regarding the Customer, which is necessary for executing Payment Services and, from the population register office or any other public register, from a credit intermediary, or other reliable sources.

Any information requested by the Company shall be used for identifying the Customer, identifying and assessing the risks of money laundering and terrorist financing, and providing Payment Services and Services following the Agreement.

The Customer is responsible for the correctness and timeliness of the information provided.

The Customer must immediately inform the Company of any applicable identification or contact information changes.

The Company is not responsible for damages caused by the Customer's negligence to inform of changes in the above-mentioned information.

The Company has the right to charge the Customer for the costs of not notifying the changes.

5. Rights and Responsibilities of the Company

The Company owns and retains all proprietary rights in the Service, and in all content, trademarks, trade names, service marks and other intellectual property rights related thereto. The Service contains the copyrighted material, trademarks, and other proprietary information of the Company and its licensors.

The Service may enable the Customer to view, access, communicate and interact with third party sources, such as third party websites and services. The Company does not assume any responsibility for the content, actions or practices of, any such sources. The Customer's interaction with such a source and the Customer's use of, and reliance upon, any content provided by such sources is at the Customer's sole discretion and risk.

The Company is not responsible for the content of the Service or its correctness, except for the content generated by the Company.

6. Rights and Responsibilities of the Customer

The Customer must be legally competent to use the Service. By creating an Account and/or using the Service, the Customer represents and warrants that the Customer can form a binding agreement with the Company, the Customer is not a person barred from using the Service under any laws and the Customer will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations.

The Customer agrees to use the Service only for the purposes permitted by the Agreement and any applicable laws, regulations or generally accepted policies or guidelines in the relevant jurisdiction.

The Customer is solely responsible for their electronic devices, communication devices and other such devices and matters such as hardware condition, internet connection, antivirus, backup, and other similar issues.

It is forbidden to choose a username that violates good practice and/or violates the rights of others. The username will be the same as the login email.

The Customer agrees not to take up any actions that disturbs or in any other way hinders the Service or its servers or networks.

The Service may contain links to third party websites. When the Customer visits third party websites, the Customer does so on their own responsibility and risk

6.1 Fair treatment of the Customers

The company ensures that customers are treated fairly according to the standard of market conduct. Our principle is to provide a market-fit and competitive solution that includes paying due regard to the interests of its customers.

7. Termination of the Agreement

7.1 The Customer's Right to Terminate the Agreement

The Customer has the right to terminate the Agreement immediately. The termination request must be done through the Self-Service Channel.

7.2 The Company's Right to Terminate the Agreement or to Restrict the Use of the Service

The Company has the right to terminate the Agreement with two (2) months written notice. The Company has the right to suspend and prevent the Customer from using the Service and/or terminate the Agreement immediately and at the same time stop offering the Service to the Customer and terminate the Account, if the Customer has materially breached the obligations under the Agreement. The Company will send a notice of termination to the Customer in the Self-Service Channel.

The Company may suspend or terminate the Customer's account without notice in certain circumstances comprising the following:

(a) you breach any provision of this Agreement or documents referred to in this Agreement;

(b) we are requested or directed to do so by any competent court of law, government authority, public agency, or law enforcement agency;

(c) we have serious reasons to believe you are in breach of any applicable law or regulation; or

(d) we have serious reasons to believe you are involved in any fraudulent activity, money laundering, terrorism financing or other criminal or illegal activity.

The Company reserves the right to, according to its internal policies and risk assessment, refuse to enter an Agreement with an applying Customer if the Customer is deemed outside of the Company's risk appetite.

7.3 Consequences of the Termination of the Agreement

The Company's obligation to offer the Payment Services and ends when the Agreement is no longer in force.

If it is separately agreed in the Agreement, certain Sections of the Agreement may remain in force even after the termination of the Agreement.

8. Changes to the Agreement and the Payment Services

The Company has a unilateral right to change the Agreement and provide for new information specified in Articles 11 – 15 of the Act on Payment Services of Finland (290/2010). The Company will inform the Customer of the changes in the Self-Service Channel or another similar way. The changes enter into force on the date specified by the Company, however no earlier than two (2) months after sending the notice to the Customer.

The Agreement will remain in force as amended unless the Customer notifies the Company that the Customer does not accept the changes. In order to continue the use of the Service, it may be required that the Customer accepts the changed Agreement by tick the box- method in the Self-Service Channel.

9. Language, Communication, and Customer Service

The Customer accepts that the Company shall provide all information and notifications of information relating to this Agreement and the Service in English.

English will be used for communication. The Self-Service Channel, e-mail, or other similar means will be used for communication and customer service.

For as long as the Agreement is in force between the Company and the Customer, the Customer has a right to request from the Company a written copy of this Agreement and information relating to this Agreement, such as notifications of changes to this Agreement and the Service Price List (see Section 13 Subsection 4 of the Act on Payment Services of Finland, 290/2010). The information may also be provided by another similar manner (e.g., text message) depending on the contact information provided by the Customer. The Customer is considered to have received the information or the notification no later than on the seventh (7) day after the Company sent the message.

Where the Customer requests a written copy of the Agreement or information relating to this Agreement, the Company has the right to charge a fee from the Customer in accordance with the Service Price List, as well as postage and handling costs for submitting the terms of the Agreement and information relating to the Agreement.

10. Processing of Personal Data

The Company's personal data processing activities are described in the Company's privacy notice, which can be found here www.narvi.com/privacypolicy

11. Fees and Charges

The Company has the right to charge the Customer a fee for using the Service in accordance with the Service Price List in force at a given time. The Service Price List is published on the Company's website or as part of this document and delivered to the Customer electronically upon request. The Service Price List is displayed here narvi.com/pricing

The Service Price List may be changed in accordance with **Section 8**.

The Company is not responsible for any fees or commissions charged by the Recipient or any other third party.

More detailed information of the fees can be found in the Service Price List.

12. Liability for Damages and Restriction of Liability

The Service is provided on an “as is” and “as available” basis. The Company does not guarantee that the Service is usable at any given time or that the Service would work flawlessly. The Company does not guarantee the uninterrupted and continuous operation of the Self-Service Channel or other equipment and/or systems used in the execution of the Payment Order and/or or the authentication service used in connection with the Payment Orders.

In addition to the costs and interest loss incurred by the Company, the Company is only obliged to compensate the Customer for any direct damage caused by a breach of the Act on Payment Services of Finland (290/2010) or the Act on Virtual Currency Providers (572/2019) or other applicable law or the Agreement. The Customer is not entitled to compensation from the Company if the Customer does not notify the Company of the reason for compensation within a reasonable time after having become aware of the reason for compensation.

The Company shall not be liable for any indirect damages or other indirect damage or loss suffered resulting from the Company's failure to perform the Payment Service due to insufficient funds on the Account.

The Company shall not be liable for any indirect or other indirect damage or loss suffered by the Customer, unless the Company has caused the damage intentionally or through gross negligence. The Company shall be liable for indirect damages caused by negligence in the case of proceedings in breach of obligations provided for in the Finnish Act on Payment Service of Finland (290/2010).

The Company shall not be liable for damages if the performance of the Company's obligations under the Agreement or the law would be contrary to another law or obligations imposed elsewhere by law.

The Customer who has suffered losses, shall take all reasonable steps to limit these losses. If the Customer fails to do so, the Customer will be liable for damages in this regard.

The Customer is not entitled to compensation due to the termination of this Agreement or due to the termination of the Payment Services.

To the fullest extent allowed by applicable law and this Section 12, in no event will the Company, its affiliates, business partners, licensors or service providers be liable to the Customer or any third person for any indirect, reliance, consequential, exemplary, incidental, special or punitive damages, including without limitation, loss of profits, loss of goodwill, damages for loss, corruption or breaches of data or programs, service

interruptions and procurement of substitute services, even if the Company has been advised of the possibility of such damages.

Notwithstanding anything to the contrary contained herein, the Company's liability to the Customer for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by the Customer to the Company for the Service within the three (3) months preceding the date of bringing a claim.

Some jurisdictions do not allow the exclusion or limitation of certain damages, so some or all of the exclusions and limitations in this Section may not apply to the Customer.

13. Force Majeure

A party shall not be liable for damages if the party can show that the performance of its obligation was prevented by an unusual and unforeseeable cause beyond its control and the consequences of which it could not have avoided with all due diligence.

Force majeure or other similar circumstance entitles the Company to suspend the provision of the Service for the time being.

A party shall inform in writing the other party of the force majeure as soon as possible. The Company may inform of a force majeure through the Self-Service Channel, website, in the national media or through other appropriate means.

14. Transfer of Agreement

The Company has a unilateral right to transfer the Agreement and the receivables related to it and other rights and obligations in full or in part to a third party.

The Customer is not entitled to transfer the rights and obligations under the Agreement.

15. Regulatory Authorities

The Payment Services provided by the Company are supervised by the Financial Supervisory Authority (P.O. Box 103, 00101 Helsinki; www.finanssivalvonta.fi + 358 9 18351).

In procedures relating to consumer protection matters, a consumer may contact the Consumer Ombudsman (www.kkv.fi), Competition and Consumer Authority (P. O. Box 5, FI-00531 Helsinki).

16. Governing Law and Disputes

This Agreement shall be governed by the laws of Finland.

If the Customer believes that the Company has acted in violation of this Agreement, the Customer should first contact the Company.

The Customer may use the following measures if the disagreements in relation to the Agreement cannot be solved through negotiations:

- If the Customer is a consumer, the Customer has the right to recourse the matter for admissibility to the Consumer Dispute Board (the Consumer Dispute Board, Hämeentie 3, P.O. Box 306, 00531 Helsinki, Finland, kril@oikeus.fi, www.kuluttajariita.fi). Before resourcing the matter to the Consumer Dispute Board, a consumer shall be in contact with the consumer advice of the magistrates (www.kuluttajaneuvonta.fi).
- If the Customer is not a consumer, disputes will be resolved in the first instance in the Helsinki District Court. The Customer may also take the dispute to the competent district court determined by its domicile.

In the event of a dispute relating to processing of personal data, the Customer may contact the office of the data protection ombudsman of Finland (the Office of the Data Protection Ombudsman, P.O. Box 800, 00531 Helsinki, Finland, [www.tietosuoja.fi](mailto:tietosuoja@om.fi), tietosuoja@om.fi). For further information <https://tietosuoja.fi/en/notification-to-the-data-protection-ombudsman>.

B. TERMS OF PAYMENT SERVICES

1. Use of Fiat Account

1.1 Generally

The Fiat Account is personal and only the Customer shall have access to the Fiat Account.

The Customer can use the Fiat Account to make payments, receive payments and transfer money with the Payment Services provided by the Company at any given time.

The Customer can add Fiat Funds to the Fiat Account by a bank transfer, via another payment institution's payment services and by using the payment instruments accepted by the Company from time to time. The Customer can receive transfers and payments in Fiat Funds to the Fiat Account within the limits of the Payment Service's features at any given time. Fiat Funds in cash cannot be deposited into the Fiat Account. The Fiat Account is primarily intended for making payments, transferring money and withdrawing cash.

The Customer may not use the Fiat Account for payments or transfers that exceed the Fiat Funds in the Fiat Account. The Company has the right to debit its fees relating payments and transfers exceeding the Fiat Funds in the Fiat Account from the Customer.

If the Customer's breach of this Agreement is material, the Company has the right to block the Customer's use of the Fiat Account or terminate the Customer Agreement immediately or restrict the use of the Payment Services.

The Customer has no right to pledge the Fiat Funds in the Fiat Account.

1.2 Fiat Account Statement

The Company provides the Customer with information on the Fiat Account and Payment Transactions in the Self-Service Channel or otherwise in writing. The information of a Payment Transaction is available to the Customer free of charge and can be printed from the Self-Service Channel for at least 13 months from its execution date. If the information is sent in another way (e.g. by post), the Customer shall pay a charge to the Company as specified in the Service Price List.

1.3 Fiat Account Closure and Termination

At the end of the Customer relationship, the Customer can receive the funds in the Fiat Account by transferring the funds to the Customer's verified bank account. A fee is charged for the transfer in accordance with the Service Price List. If the Fiat Account is closed or terminated, the Company has the right to immediately close or block the use of the Payment Instrument connected to the Fiat Account.

2. Terms and Conditions for Payment Transactions

2.1 Generally

A Payment Order shall be deemed received and its execution shall begin when the Customer has provided sufficient information to execute the order and consent to the execution of the Payment Transaction. The Recipient's bank account number and / or Fiat Account identification information is used as the Recipient's identifying information.

The Fiat Funds will be debited from the Fiat Account immediately upon the commencement of the Payment Order and transferred to the Recipient's Fiat Account or bank account within the time observed by the respective bank's systems, unless the execution is prevented by a technical problem or another similar obstacle.

The Customer has no right to cancel the Payment Order notified by the Customer after the Company has received the Payment Order and started its execution.

The Customer is responsible for the accuracy of the information in the Payment Order and for the necessary funds being available in the Fiat Account for the execution of the Payment Order with service fees .

The Company has the right to charge the Customer for the transfer of payments in accordance with the Service Price List and to forward the information related to the Customer's Payment order to the Recipient.

2.2 Non-execution of a Payment Order

The Company is not obliged to execute a Payment Order or forward a payment or a part thereof if the Payment Order does not contain the information necessary for its execution, the Fiat Account does not have sufficient funds, the Fiat Account is otherwise blocked or there is another justified reason, as reasonably determined by the Company, for not executing the Payment Order.

If the non-execution of the Payment Order is not obviously based on the context of the Payment Transaction, the Company will submit a notice of non-execution to the Self-Service Channel.

If a Payment Transaction has not been executed or has been executed incorrectly, the Company will, at the Customer's request, trace the Payment Transaction and notify the Customer of the results.

If the Payment Transaction has been executed incorrectly or has not been executed due to a reason attributable to the Customer, the Company has the right to charge a fee for the recovery of funds in accordance with the Service Price List.

2.3 Amendment Based on the Company's Own Error

The Company has the right to amend a typing error, erroneous invoice or another such technical error in the transmission of payments based on its own error, even if the payment has already been transmitted to the Recipient within a reasonable time after the error occurred. The Company will immediately notify the Customer of the error and its correction in the Self-Service Channel.

2.4 Payment Refund

The Company remits payments for which the Customer has given an order (Payment Transaction initiated by the Customer). As a result, the Customer is generally not entitled to a refund within the meaning of the Act on Payment Services of Finland (290/2010).

A refund must be requested in writing within eight (8) weeks of the debit date of the Payment Transaction. The Company will refund the full amount of the charge or notify the Customer of the refusal within ten (10) business days of the Customer's request for a refund to the Company.

The Company has the right to check the grounds for the refund provided by the Customer. The Company has the right to notify the Recipient of the refund.

2.5 Payment Orders Requiring Currency Exchange

Payments and cash withdrawals made in a currency other than euros are exchanged for euros using the exchange rate applied by the Card Community. Exchange rates can be found on the Card Community's website. The Company charges a fee in accordance with the Service Price List for the currency exchange.

2.6 Liability for the Execution of the Payment Order

The Company's liability for the Payment Order ends when the information and funds concerning the Payment Transaction have been provided to the Recipient. The Company is responsible for any unauthorized, unexpected or incorrectly executed Payment Transaction in accordance with the Act on Payment Services of Finland (290/2010) and this Agreement. The Customer shall notify the Company of an unlawful, unexecuted or incorrectly executed Payment Transaction without undue delay after its discovery, but no later than within 13 months from the execution of the Payment Transaction.

The Customer is not entitled to receive compensation or a refund if the notification has not been made within the time limit, or if the payment has not been made or has been made incorrectly or unlawfully for a reason attributable to the Customer.

3. Issuance of Payment Instruments

3.1 Generally

The Company may issue a Payment Card or another Payment Instrument to the Fiat Account on the basis of an application made by the Customer via Remote Communication or in another agreed similar manner.

The Customer can use the Payment Instrument(s) for the execution of Payment Transactions and cash withdrawals at the domestic and foreign payments terminal and ATMs that accept them, within the limits of the Fiat Account balance or funds in the Fiat Account and the Payment Instruments' instructions.

The Payment Instruments issued by the Company may not be used for gambling, online gambling or betting, even if the point of sale or the vending machine accepts the Payment Instruments. Using a Payment Instrument in violation of this restriction is considered a serious breach of the Agreement and may result in termination or cancellation of the Agreement.

The Card Community may limit the cash withdrawal feature or amount based on, among other things, the Customer's payment history or purchase behavior and credit information available from the Customer, such as income and funds of payment notes and similar information.

Fees according to the Service Price List may be charged for the use of the Payment Instruments.

3.2 Fees and Spending Limits

The Customer may determine the daily spending limit for the Payment Instruments when using the Payment Instrument. The Company sets its own limits for spending and safety limits within which the Customer can define the spending and safety limits.

The Company sets a maximum balance limit for the Fiat Account. The Company can change the set limits for risk management or other thereto related important reasons.

3.3 Consent and Information on Payment Transactions

The Customer consents to the execution of a Payment Transaction and debiting funds from the Fiat Account by signing a payment receipt, accepting the Payment Transaction with a personal PIN or providing information of a Payment Instrument in connection

with a payment or using Payment Instrument on contactless payment terminals that do not require a signature or separate PIN, or in another similar context or as agreed with the Company.

Information on Payment Transactions is provided in the Self-Service Channel.

3.4 Liability for Unauthorized Use of Payment Instruments

The Payment Instrument, the PIN and the Access Code are personal. The Customer undertakes to keep the Payment Instruments and the associated PIN and Access Code separately and carefully and so that under no circumstances will they fall into the possession of third parties.

The Customer must report the loss or misappropriation or unauthorized use of the Payment Instruments, the PIN or the Access Code, or, if the Customer suspects it, immediately to the Company's' deactivation service, support@narvipay.com

The Customer shall be liable for the unauthorized use of the Payment Instrument, the PIN and the Access Code if the Customer or other holder of the Payment Instrument has handed over the Payment Instrument to an unauthorized person, the Payment Instrument is lost, the Customer or other holder has negligently failed to comply with its due diligence instructions or otherwise under the Agreement, or the Customer or the holder of the parallel Payment Instrument has failed to notify the Company without delay of the loss, unauthorized use or unauthorized use of the Payment Instrument in accordance with the Agreement.

The Customer's liability for the unauthorized use of the Payment Instrument ends when the Company has received the Customer's notification of the loss of the Payment Instrument or the PIN, falling into the possession of a third party or unauthorized use. Prior to making the notification, the Customer is responsible for the unauthorized use of the Payment Instrument up to a maximum of 50 euros. The restriction does not apply if the Payment Instrument has been handed over to an unauthorized person or the Customer has otherwise acted intentionally or with gross negligence or has intentionally made a false declaration or otherwise acted fraudulently.

When a mobile device used to use the Service is lost, simply closing the telephone subscription provided by the operator is not enough to secure or prevent the misuse of the information contained in the Service.

3.5 Validity, Closure and Renewal of the Payment Instrument

The Payment Instrument is valid for the period of validity indicated on it.

The Company has the right to close the Payment Instrument immediately at the Customer's request, or

- when the Payment Instrument's validity or agreement has expired,
- if the security of the Payment Instrument's use has been endangered,
- there is a reason to suspect that the Payment Instrument is being used unlawfully, fraudulently or in breach, or
- the issuer of the Payment Instrument closes the Payment Instrument or requires the Company to close the Payment Instrument.

The Company notifies the Customer of the closing of the Payment Instrument. The Payment Instrument can also be closed if the Customer does not provide the required information necessary to identify the Customer.

A new Payment Instrument can be delivered by post to the address provided by the Customer to the Company. The Payment Instruments are the property of the Company and must be returned immediately to the Company and cut in half upon request.

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