

Current End User Terms

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR ACCOUNT SERVICES OR PAYMENT SERVICES

1. INTRODUCTION

- 1.1. Our services have been embedded into the website or mobile application of a third party for your benefit (the **"Third Party"**). The Third Party may be our customer, or a client of our customer.
- 1.2. These terms (the **"Terms"**) explain the rules for using our Account Services (defined in clause 2.1 below) and Payment Services (defined in clause 3.1 below, and together, the **"Services"**) which are provided through the Third Party's website, mobile application or other electronic means.
- 1.3. These Terms are limited to your use of the Services. They are in addition to the terms that govern (i) your use of the Third Party's products and/or services and (ii) your access to your account with your bank / payment account provider (**"ASPSP"**).
- 1.4. If you are located in the United Kingdom: We are Yapily Connect Ltd. We are a limited liability company registered in England and Wales, with company number 11598433 and have our registered office at 86-90 Paul Street, London, England, EC2A 4NE. We are authorised and regulated by the Financial Conduct Authority (**"FCA"**) under Financial Services Register number 827001. We are authorised by the FCA to provide account information services and payment initiation services. The FCA's address is 12 Endeavour Square, London E20 1JN, and they can be contacted on 0800 111 6768 (freephone) or 0300 500 8082 from the UK. We are also registered with the Information Commissioner's Office under registration number 11598433.
- 1.5. If you are located in the European Economic Area (**"EEA"**): We are Yapily Connect UAB. We are a limited liability company registered in Lithuania, registration number 305602679, and have our registered office at Palangos st. 4-101, 01402, Vilnius, the Republic of Lithuania. We hold a payment institution license No 53, authorization number LB002045, issued by the Bank of Lithuania on 23-12-2021 which authorizes Yapily Connect UAB to engage in account information services and payment initiation services. The payment institution license issued to Yapily Connect UAB is published on the official website of the Bank of Lithuania and may be found by following the below links:
 - In English:
<https://www.lb.lt/en/sfi-financial-market-participants/yapily-connect-uab>
 - In Lithuanian: https://www.lb.lt/lt/finansu-rinku-dalyviai/yapily-connect-uab_
- 1.6. Yapily Connect UAB is included in the public list of "Payment institutions holding a payment institution license" managed by the Bank of Lithuania which is published on

the Bank of Lithuania's official website. The list may be found via the following link: https://www.lb.lt/en/sfi-financial-market-participants?market=1&subject=1&business_form.=27_. Yapily Connect UAB's activities are supervised by the Bank of Lithuania, which is located at Gedimino avenue 6, 01103, Vilnius, the Republic of Lithuania, telephone number: +370 800 50 500. Further details of the Bank of Lithuania are available via its official website: <https://www.lb.lt/en/>.

- 1.7. Our regulatory permissions enable us to act as both an account information service provider (“**AISP**”) and a payment initiation service provider (“**PISP**”) in the United Kingdom and the EEA.
- 1.8. Yapily Connect Ltd and Yapily Connect UAB each trades as Yapily Connect. In these Terms, references to “**Yapily Connect**”, “**we**” or “**us**” or similar is a reference to Yapily Connect Ltd or Yapily Connect UAB (or to both), as applicable.
- 1.9. By accessing or using the Services in any way and through any means, you are agreeing to be bound by these Terms together with our Privacy Notice available at <https://www.yapily.com/legal/privacy-policy/> which sets out how we process personal data we collect from you. **If you do not agree to these Terms, you must not use our Services.**
- 1.10. These Terms also contain provisions about what we will and will not accept liability for if you suffer loss or damage in connection with use of the Services.
- 1.11. When you enter into these Terms, you agree and confirm:
 - 1.11.1. you are over 18 years old;
 - 1.11.2. the account with your ASPSP (see below) to which the Authorisation (see below) relates is in the UK or the EEA;
 - 1.11.3. all the information you have provided to us and/or the Third Party is accurate and correct and you are the person whose details you have provided;
 - 1.11.4. you can enter into a legally binding agreement with us;
 - 1.11.5. you will only use the Services as envisaged by these Terms; and
 - 1.11.6. where any intellectual property rights belonging to you are contained in the Financial Information (see below), you grant us a non-exclusive, sublicensable, royalty free licence to use them to perform our obligations under these Terms.
- 1.12. We can make changes to these Terms and/or to the way we operate the Services from time to time and will take reasonable steps to bring any material changes to your attention via our website (see clause 4). Each time you wish to use the Services, please check the Terms to ensure you understand them. If for any reason you have any issues accessing any of our Terms, please submit your request to support@yapily.com.

- 1.13. Our Services are intended for users residing in the United Kingdom or the EEA and may not be appropriate for use or available in other locations.
- 1.14. We do not offer advice about financial products or investments. If you are not sure whether a product or service is suitable, we recommend that you seek advice from a financial advisor.
- 1.15. If you are unable to authenticate yourself to your ASPSP, this may mean that we are unable to provide the Services. Your ASPSP sets their own authentication requirements, and we have no control over these. We accept no responsibility for their authentication requirements.
- 1.16. We have the right to refuse to provide our Services (including refusing to submit an instruction to your ASPSP) if we reasonably believe one or more of the following applies:
 - 1.16.1. your security details have been compromised and/or it is not you that is submitting the relevant instruction;
 - 1.16.2. we suspect that you, your ASPSP, the relevant account and/or the instruction or consents around that instruction are connected with fraudulent and/or criminal activity;
 - 1.16.3. we would be involved in any form of criminal activity and/or would break the law if we were to submit the instruction;
 - 1.16.4. the regulations we are subject to prohibit us from submitting the instruction;
 - 1.16.5. submitting the instruction would cause us to breach some other form of duty, requirement or obligation we have (for example, under a contract with someone else); or
 - 1.16.6. we would be at risk of enforcement action from a government, regulator or law enforcement agency if we carried out the instruction.
- 1.17. If we refuse to submit an instruction:
 - 1.17.1. we will not transmit it to the relevant ASPSP;
 - 1.17.2. we will not incur any liability to you for refusing to submit the instruction; and
 - 1.17.3. to the extent required by applicable law and our regulatory obligations, we will advise you and/or the Third Party of our refusal and the reasons for that refusal.

2. ACCOUNT SERVICES

- 2.1. We provide you with a service to make some or all of your account information, balances and transactional information (together, “**Financial Information**”) available on a ‘read only’ basis to the Third Party (“**Account Services**”). The Account Services allow you to request, via the Third Party, that your ASPSP provide us with access to

your Financial Information (with your consent). We then make the Financial Information available to the Third Party so that they may offer their services to you. We provide the Third Party with the requested Financial Information directly, and the Third Party may or may not choose to make some or all of it available for you to view.

- 2.2. If you expressly authorise us to provide your Financial Information to the Third Party, we will do so. To authorise us to access your Financial Information, you will need to redirect via our software to your ASPSP and authorise us to access your account ("**Authorisation**").
- 2.3. When you grant Authorisation to us, you authorise us to act as an AISP to collect your Financial Information and to process it in accordance with the Third Party's requirements. This includes authorising us to use, access and store your Financial Information in the following ways as part of providing the Account Services to you:
 - 2.3.1. Storage and notifications – retrieving and storing your Financial Information (such as the amount, date, type and counterparty of each transaction, your account identifier and, where your bank provides it, your balance) and checking it for new transaction activity, so that we can notify you or the Third Party of new transactions or account activity in a timely way, and so that we do not need to repeatedly re-access your account. This keeps you (or the Third Party serving you) up to date and means you do not have to reconnect your account as often;
 - 2.3.2. Categorisation and enrichment – applying categorisation and enrichment to your Financial Information (for example, categorising your transactions, identifying the merchants and suppliers involved, and analysing spending and cashflow patterns), so that it is provided to you and/or the Third Party in a more useful and structured form. This helps you and the Third Party understand your finances more easily – for example, by seeing your spending grouped into clear categories – rather than as a list of raw transactions;
 - 2.3.3. Insights – producing insights derived from your Financial Information (such as income, affordability, balance, cashflow, financial health, and risk or credit indicators), whether at a particular point in time, at the point of a payment, or on an ongoing basis, and making these available to you and/or the Third Party. These insights may be used, for example, to verify your income, assess affordability, check your balance to reduce failed payments, support responsible lending or credit decisions, or monitor changes in your financial health. They may also be used in aggregated and anonymised form, together with data from other users, to produce market level insights and benchmarks which we make available to Third Parties;

- 2.3.4. Recognising you as a returning user – storing your account selection and identity details from a previous session with a Third Party so that, when you return to that same Third Party, you do not need to re-select your bank or re-enter your details, and (where offered) so that you can check out more quickly using a passkey or your device. This makes returning to a service you have used before faster and smoother;
 - 2.3.5. Re-use for other providers you choose – where you direct us to, retaining your Financial Information (and the enriched data and insights produced under paragraphs (2.3.1) and (2.3.3)) and making it available to another Third Party you choose to connect to, so that you do not need to reconnect your account or repeat this process each time;
 - 2.3.6. Cross-provider payment-risk scoring – using your Financial Information, together with information about payments you make across our network, to produce a risk score which we make available to Third Parties to help them decide whether to accept or decline a payment; and
 - 2.3.7. Maintaining and improving the service – using your Financial Information, including in anonymised or synthetic form, together with artificial-intelligence tools, to train, maintain and improve (a) the categorisation, enrichment and insight models we use to provide the Account Services, and (b) artificial-intelligence models, and in order to develop analytics and data products, including to help the Third Parties who serve you build their own products. This helps keep the categories, insights and other outputs that you and the Third Party receive accurate, reliable and up to date.
- 2.4. When you grant Authorisation to us, you authorise us to act solely as an AISP to collect your Financial Information and to process it in accordance with the Third Party's requirements.
 - 2.5. Before you grant your Authorisation, we (or the Third Party on our behalf) will give you the information you need to understand the Account Services, including the categories of Financial Information involved, the purposes for which it will be used, whether and with whom it (or any output derived from it) will be shared, and the period for which your Authorisation is requested and when it will expire (which may be one-off or ongoing).
 - 2.6. We will use, access and store your Financial Information only for the purpose of providing the Account Services you have requested, and not for any other purpose.
 - 2.7. Where we provide Account Services, they are provided on an 'as is' basis and we make no warranty or representation as to the accuracy of the information generated by our tools, nor the functionality of the Account Services. We do not check the

accuracy of the Financial Information before it is provided to the Third Party, nor are we responsible for any decision made in relation to the Financial Information.

- 2.8. Once your Financial Information (including any personal data) is transmitted through our Account Services to the Third Party, the Third Party shall be solely responsible for its handling, processing and storage. You should read the rules on data protection and privacy of both the Third Party and your ASPSP, as well as our Privacy Notice.
- 2.9. Any product or service offered by a Third Party or ASPSP to you will be governed by the terms between you and that Third Party or ASPSP. We have no responsibility for such products and services and are not liable to you for any harm, damage or loss arising from your use of those products and services.
- 2.10. Separately from the Account Services described in clause 2.3 above, we (and, where relevant, the Third Party) may also use, retain and share your Financial Information, together with related identity, device and payment information, where this is necessary:
 - 2.10.1. to comply with our or the Third Party's legal and regulatory obligations, including obligations relating to the prevention, detection and investigation of fraud and financial crime, anti-money-laundering and counter-terrorist-financing requirements, and sanctions and politically-exposed-person screening (and, for business users, know-your-business and ultimate-beneficial-owner checks); and
 - 2.10.2. for our and the Third Party's legitimate interests in preventing and detecting fraud and financial crime, in keeping accounts and payments secure (including through stronger methods of authentication such as passkeys), and in protecting the integrity of the services and payment systems we operate.
 - 2.10.3. We may share the results of this processing with the relevant Third Party, and with regulators, law enforcement and other bodies, where we are required or permitted to do so. This processing may continue to apply even if you withdraw or vary your Authorisation, to the extent we are required or permitted by law to carry it out.
- 2.11. You may withdraw or vary your Authorisation at any time as set out in clauses 2.12 and 2.13, including (where technically feasible) asking us to stop one or more of the uses described above while continuing to receive the rest of the Account Services. Where you continue to use the Account Services, we will ask you to reconfirm your Authorisation at least every 90 days. If you do not re-authenticate your consent, this may lead to us being unable to access your Financial Information and provide the Account Services.

Withdrawing Authorisation

- 2.12. You may withdraw or vary your Authorisation for us to access your Financial Information at any time. This may apply to one, some or all of the accounts you have already given us access to. You can submit your withdrawal/variation via the Third Party or directly with your ASPSP.
- 2.13. Once we receive your withdrawal/variation, we will implement it in line with the changes to your Authorisation and, where appropriate, cease to access, display and process any relevant Financial Information which is the subject of the withdrawal/variation.

3. PAYMENT SERVICES

- 3.1. With your explicit permission, we can initiate payments to others directly from your account with your ASPSP ("**Payment Services**").
- 3.2. If you wish to use our Payment Services, you will need to redirect via our software to your ASPSP and authorise us to initiate a payment from your account (the "**Payment Account**").
- 3.3. When you consent to the use of our Payment Services you are authorising us to initiate a payment or payments in the amount of money/according to the parameters you have specified from your Payment Account directly to the person you have instructed us to pay in your payment order (a "**Beneficiary**").
- 3.4. We may, at our reasonable discretion, impose limits on the amount of the payments you can initiate via our Payment Services.

How does it work – Single Payments

- 3.5. If you, via a Third Party, request us to initiate a single payment on your behalf using our Payment Services, then the Third Party will request that your intended recipient (which may be the Third Party or another third party) be set up as a Beneficiary when you use our Payment Services through such Third Party's website or mobile application. You should always carefully check the identity and details of the proposed Beneficiary.
- 3.6. Subject to these Terms and you meeting any authentication requirements imposed by your ASPSP, you agree that we will initiate a single payment on your behalf upon receipt of the information set out below (a "**Single Payment Order**"):
 - 3.6.1. details of the Beneficiary;
 - 3.6.2. the amount of the Payment Order;
 - 3.6.3. a description of the payment;
 - 3.6.4. all other mandatory information requested in the relevant payment or checkout flows;
 - 3.6.5. when you would like the payment to be made; and

- 3.6.6. clear and express consent to the payment.
- 3.7. Once in receipt of a Single Payment Order, we will instruct the payment to be initiated from your Payment Account.
- 3.8. Initiation of a single payment is near instantaneous upon our receipt of a Single Payment Order and you may not therefore withdraw consent to the associated single payment once the Single Payment Order has been submitted.
- 3.9. Where the payment is executed from your Payment Account, this will be carried out and credited to the payment service provider of the Beneficiary in accordance with the terms you have with your ASPSP.

How does it work – Pre-authorised payments

- 3.10. You may also use our Payment Services to initiate the payment of fixed or variable amounts from your Payment Account to a Beneficiary in the future, on a one-time or periodic basis, according to specified parameters ("**Pre-Authorised Payments**").
- 3.11. When you make a Pre-Authorised Payment request, you will be asked to set up a mandate (a "**Pre-Authorised Payment Order**"). The Pre-Authorised Payment Order will specify:
 - 3.11.1. the details of the Beneficiary;
 - 3.11.2. the maximum amount permitted per Pre-Authorised Payment;
 - 3.11.3. a description of the payment;
 - 3.11.4. the frequency of the payments and/or when you would like the payments to be made;
 - 3.11.5. the expiry date of the Pre-Authorised Payment Order;
 - 3.11.6. all other mandatory information requested in the relevant payment or checkout flows; and
 - 3.11.7. clear and express consent to the Pre-Authorised Payments.
- 3.12. It is your responsibility to ensure that all of the details in the Pre-Authorised Payment Order are correct. You may not be able to recover a Pre-Authorised Payment to an incorrect account or recipient if the details you gave as part of the Pre-Authorised Payment Order were incorrect.
- 3.13. Once in receipt of a Pre-Authorised Payment Order, we will provide the details of the Pre-Authorised Payment Order to your ASPSP and may instruct payments to be initiated from your Payment Account in accordance with the Pre-Authorised Payment Order without your further consent.
- 3.14. You may cancel any future Pre-Authorised Payment under your Pre-Authorised Payment Order at any time through your ASPSP or, if provided by a Third Party,

through the Third Party's website or mobile application provided that you do so before the end of the business day before the next payment under the Pre-Authorised Payment Order is due to be made.

How does it work – cVRP Mandates (UK users only)

- 3.15. This section 3.15 to 3.37 applies only if you are located in the United Kingdom and your Payment Account is held with a UK bank, building society or other payment account provider. It does not apply to users located in the EEA.
- 3.16. You may also use our Payment Services to initiate a series of payments from your Payment Account to a Beneficiary, where the amounts and timing of individual payments may vary, subject to agreed parameters (a “**Commercial Variable Recurring Payment**” or “**cVRP**”).
- 3.17. When you make a cVRP request, you will be asked to set up a mandate (a “**cVRP Mandate**”). The cVRP Mandate will be governed by the following parameters (together, your “**cVRP Consent Parameters**”):
- 3.17.1. the details of the Beneficiary;
 - 3.17.2. the maximum amount permitted per cVRP;
 - 3.17.3. a description of the cVRP;
 - 3.17.4. the frequency of the cVRPs and/or when you would like the payments to be made;
 - 3.17.5. the expiry date of the cVRP Mandate;
 - 3.17.6. all other mandatory information requested in the relevant payment or checkout flows; and
 - 3.17.7. clear and express consent to the cVRPs.
- 3.18. It is your responsibility to ensure that all of the details in the cVRP Mandate and cVRP Consent Parameters are correct. You may not be able to recover a cVRP to an incorrect account or recipient if the details you gave as part of the cVRP Mandate were incorrect.
- 3.19. Once in receipt of a cVRP Mandate, we will provide the details of the cVRP Mandate to your ASPSP and may instruct payments to be initiated from your Payment Account in accordance with the cVRP Mandate without your further consent.

Before setting up a cVRP Mandate: what you need to know

- 3.20. If you have any issue relating to a cVRP payment, you should try to resolve it with the Beneficiary first. For further information about how we handle unauthorised, defective or late payment transactions, see clauses 3.38 to 3.42 below.
- 3.21. If the Beneficiary is a provider of goods or services (a “**Biller**”), you should contact the Biller directly in the first instance if you have any issue relating to those goods or services.
- 3.22. You can also raise issues directly with your ASPSP, including if you pay or receive an unexpected payment amount or a payment amount to which you did not consent,

suspect fraud, believe a payment has been made outside your agreed cVRP Consent Parameters, or if you believe an error, mistake or delay has occurred. For further information about how we handle unauthorised, defective or late payment transactions, see clauses 3.38 to 3.42 below.

- 3.23. The following time limits apply if you wish to raise a dispute:
- 3.23.1. for unauthorised or incorrectly executed transactions, the time limits set out in clause 3.41 apply; and
 - 3.23.2. if you have a claim against a Biller or other Beneficiary, this must generally be brought within 6 years of the date on which the cause of action arose.
- 3.24. You can find information identifying the Beneficiary to whom a cVRP payment has been made from your ASPSP. Where you cancel through the Biller or Beneficiary, they are required to notify us of your cancellation by the next business day if they are not able to implement the cancellation themselves.
- 3.25. Your cVRP Mandate will be cancelled automatically if no payments are initiated under it for 13 consecutive months, unless you instruct us to continue it before the end of that period. If you instruct us to continue your cVRP Mandate, the 13-month period will reset from the date of your instruction. We will notify you at least 48 hours before cancelling a dormant cVRP Mandate and give you the opportunity to continue it.
- 3.26. At the point of setting up your cVRP Mandate, you will be clearly told the specific cVRP Consent Parameters that will apply to your cVRP Mandate. Additionally, you will be provided with the following information:
- 3.26.1. the legal and trading name of the Beneficiary to whom payments will be made;
 - 3.26.2. the maximum amount that may be collected per payment or per collection period;
 - 3.26.3. the frequency and/or dates on which payments may be initiated;
 - 3.26.4. the date on which your cVRP Mandate will expire; and
 - 3.26.5. any other parameters that have been agreed between us and you.
- 3.27. Please check these carefully before confirming your cVRP Mandate.
- Confirmation of your cVRP Mandate
- 3.28. Once your ASPSP has confirmed that your cVRP Mandate has been set up on your Payment Account, the relevant Beneficiary will provide you with a confirmation by email or other durable medium containing the information set out in clauses 3.16 to 3.25, to the extent that information has not already been provided to you in a durable medium before you agreed the cVRP Mandate.

Review and revoke cVRP payments

- 3.29. The Beneficiary will provide you with the facility to view all of your active cVRP Mandates and to revoke any cVRP Mandate.

Pre-Notification before each cVRP payment

- 3.30. Where the conditions in clauses 3.31 apply and subject to the provisions of clause 3.32, before a payment is initiated under your cVRP Mandate, the Beneficiary will provide you with a notification by email or other durable medium within a reasonable timeframe before the payment is due to be initiated (a “**cVRP Pre-Notification**”). This cVRP Pre-Notification will tell you:

- 3.30.1. the date on which the payment is due to be initiated;
- 3.30.2. the amount of the payment;
- 3.30.3. the name of the Beneficiary and relevant legal details;
- 3.30.4. how to contact the Beneficiary or your ASPSP if you do not recognise the payment; and
- 3.30.5. how to cancel your cVRP Mandate if you do not wish the payment to proceed.

- 3.31. A cVRP Pre-Notification will be required only where all of the following conditions are satisfied:

- 3.31.1. you have agreed to a cVRP Mandate which authorises us to initiate regular cVRP payments to the Beneficiary until the expiry date;
- 3.31.2. the regular payments agreed under the cVRP Mandate vary by amount and/or frequency;
- 3.31.3. where the Beneficiary is a Biller, the regular payments are made in respect of an on-going provision of goods and/or services by the Biller which does not require you to request such goods and/or services on each occasion before a payment is initiated by us or the Biller (as applicable); and
- 3.31.4. it is appropriate and feasible to provide a cVRP Pre-Notification in the context of the cVRP payment.

- 3.32. A cVRP Pre-Notification will not be sent where:

- 3.32.1. you are present at either us or the relevant Beneficiary;
- 3.32.2. you consent to the payment at the time it is initiated; or
- 3.32.3. the amount and frequency of the relevant cVRP transaction is the same as the immediately preceding cVRP transaction.

- 3.33. If the Beneficiary becomes aware that any information in a cVRP Pre-Notification is inaccurate, or incomplete, that Beneficiary will send a corrected Pre-Notification to you promptly.

Unused cVRP Mandates

- 3.34. If no payments have been initiated under your cVRP Mandate for a period of 13 consecutive months, the relevant Beneficiary will provide you with a notification by email or other durable medium at least 48 hours before cancelling it. That notification will give you the option to continue your cVRP Mandate. If you do not respond within 48 hours, the relevant Beneficiary will cancel your cVRP Mandate and notify us accordingly. If you instruct us to continue your cVRP Mandate, the 13-month period will reset from the date of your instruction.

cVRP Mandates set to expire

- 3.35. If your cVRP Mandate is approaching its agreed expiry date, the relevant Beneficiary will send you a notification by email or other durable medium at least 48 hours before the expiry date. This notification will explain how you can set up a new cVRP Mandate if you wish to continue making payments after the expiry date. This notification is separate from the dormancy notification described in clause 3.34 above and will only be sent where your cVRP Mandate has a fixed expiry date that is approaching.

Cancelling your cVRP Mandate

- 3.36. You may cancel your cVRP Mandate at any time by:
- 3.36.1. contacting the Biller or Beneficiary directly or via the Beneficiary application;
 - or
 - 3.36.2. contacting your ASPSP directly.
- 3.37. Where you cancel through the Biller or Beneficiary, they are required to notify us of your cancellation by the next business day if they are not able to implement the cancellation themselves.

Payment Services – Unauthorised, defective or late transactions

- 3.38. Please note that we only submit the payment initiation instructions to your ASPSP and are not responsible for the execution of the resulting payment. Your selected ASPSP is responsible to you for executing all payments for the Payment Account it provides to you. We do not control your ASPSP's acceptance or execution of an instruction, nor do we handle the money during the course of the execution. This may mean that the payment is not sent when we submit the payment initiation instructions in line with your payment order to your ASPSP. We are not responsible for any losses, expenses, costs or damages that you or a Beneficiary may incur if the Beneficiary does not receive a payment we have initiated on your behalf and/or your ASPSP fails to execute the payment.
- 3.39. We are responsible for correctly relaying your Payment Orders to your ASPSP. If you think that a payment initiated through us may have been incorrect, unauthorised, or

not properly executed (perhaps due to delay or other error), then you need to contact us as soon as possible so that we can investigate.

- 3.40. You should also contact your ASPSP so that they can investigate and correct any error for you. If a refund needs to be applied to the Payment Account from which the transfer was made, then your ASPSP will manage this for you. The law says that we are not able to do this.
- 3.41. You should contact both us and your ASPSP as soon as possible if you think there may be an issue with any payment. Please do this as soon as you become aware of this (and no later than 13 months after the debit date for the payment) as you can lose your right to have it corrected by your ASPSP after that time.
- 3.42. You should also be aware that your ASPSP may contact you directly (and not through us or the Third Party) if there is an issue with an instruction submitted through the Payment Services (for example, if your Payment Account does not have enough funds to make the transfer). Your ASPSP will manage this in accordance with the terms they have with you.

4. CHANGES

- 4.1. We will give you at least two months' prior written notice of any intended material changes to these Terms along with the new version of the Terms via our website.
- 4.2. **If you do not agree with the proposed changes you must not use our Services.**
If you continue to use our Services, you will be deemed to have accepted the changes to the Terms

5. COMMUNICATION

In the event of suspected or actual fraud or security threats in relation to any of your Payment Accounts, please contact the Third Party and your ASPSP directly.

6. FEES

No fees are payable by you to us for your use of the Services as an end user.

7. INTELLECTUAL PROPERTY

- 7.1. Yapily Ltd. (being an affiliate of Yapily Connect in the United Kingdom) is the owner or the licensee of all intellectual property rights in the Services and all rights are reserved.
- 7.2. Yapily and Yapily Connect are trade marks of Yapily Ltd. You will not make any unauthorised use of the Yapily or Yapily Connect trade marks. Any unauthorised use may result in legal action being taken against you.
- 7.3. Your use of the Services does not transfer any rights to the content and related intellectual property rights contained in the Services.

8. OUR LIABILITY TO YOU

- 8.1. In addition to any other exclusions under these Terms or applicable law, we will not be liable to you for any loss or damage you suffer in connection with the Services:
 - 8.1.1. if the Third Party, the ASPSP or another party is responsible for such loss or damage;
 - 8.1.2. if it was due to any products or services that you pay for using our Payment Services;
 - 8.1.3. if it was due to abnormal or unforeseeable circumstances beyond our control or which would have been unavoidable despite us using reasonable efforts to prevent the same;
 - 8.1.4. if we refuse you access to the Services or any other product or service we provide;
 - 8.1.5. if you used, attempted to use, or intended to use, the Services in breach of these Terms or to conduct illegal or prohibited activity;
 - 8.1.6. if you negligently, or intentionally, failed to take all reasonable precautions to keep safe, and prevent fraudulent use of, your mobile device and security information;
 - 8.1.7. if you acted fraudulently or contrary to applicable law; or
 - 8.1.8. if you were aware of the risk of the Services being accessed without authority but failed to inform us promptly.
- 8.2. 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 (i) death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors, (ii) fraud or (iii) fraudulent misrepresentation.

9. TERMINATION

- 9.1. We can restrict or suspend our provision of Services to you without liability at any time.
- 9.2. You have the right to terminate these Terms at any time without notice by withdrawing your agreement to receive the Services via the Third Party / your ASPSP.
- 9.3. We have the right to terminate these Terms, with immediate effect if:
 - 9.3.1. you have given us any false information;
 - 9.3.2. you are using the Services illegally or fraudulently;
 - 9.3.3. you do not meet the eligibility criteria for our Services;
 - 9.3.4. you have seriously and/or persistently breached these Terms; or
 - 9.3.5. the Third Party no longer has the right to offer our Services to you.

- 9.4. We have the right to terminate these Terms for any reason by giving you 2 months' written notice.
- 9.5. Upon termination of these Terms for any reason:
- 9.5.1. we will no longer provide any Services (including carrying out any Pre-Authorised Payments);
 - 9.5.2. all rights granted to you under these Terms will cease; and
 - 9.5.3. you must immediately cease all activities under these Terms, including your use of any Services.
- 9.6. Any of these Terms which expressly or by implication are intended to come into or continue in force on or after termination will remain in full force and effect.
- 9.7. Termination will not affect any rights, remedies, obligations or liabilities that have accrued up to the date of termination.

10. COMPLAINTS

- 10.1. For purposes of these Terms, a “complaint” is an expression of dissatisfaction made by you in relation to any of the Services. In the event that you make a complaint, we will make every effort to rectify the problem as soon as reasonably possible. If you have any complaint about the Services, you should contact our dedicated team at complaints@yapily.com and we will try and resolve it as soon as possible.
- 10.2. We handle complaints in accordance with our Yapily Connect Complaints Handling process (<https://www.yapily.com/legal/yapilyconnect-complaints-handling>).
- 10.3. Given the involvement of the Third Party, the Beneficiary and / or ASPSP in relation to our provision of the Services, we may need your assistance (and theirs) to investigate and progress any complaint. You agree to provide any necessary assistance in this regard.
- 10.4. If you feel that your complaint has not been dealt with satisfactorily, you have the right to:
- 10.4.1. If you are located in the United Kingdom: take your complaint to the Financial Ombudsman Service. If you have not received a final response letter from us within 15 business days of raising your complaint, or where the final response letter has been received but is not satisfactory to you, you will need to bring your complaint to the Financial Ombudsman Service within six months of receipt of our final response letter. You can contact the Financial Ombudsman Service at The Financial Ombudsman Service, Exchange Tower, London, E14 9SR or by calling them on 0800 023 4567.
 - 10.4.2. If you are located in the European Economic Area: You can apply to the Bank of Lithuania if you have not received a response from us within 15 business

days of raising your complaint with us, or where the response has been received but is not satisfactory to you, within 1 year from the date you raised your complaint with us. Addressing your complaint to us first is a precondition to you applying to the Bank of Lithuania.

10.4.3. You may apply to the Bank of Lithuania in three different ways: (i) through the electronic dispute settlement facility E-Government Gateway, (ii) by completing a consumer application form and sending it to the Financial Market Supervision Service of the Bank of Lithuania at Žalgirio st. 90, LT-09303 Vilnius, email: frpt@lb.lt, or (iii) by filing out a free-form application and sending it to the Financial Market Supervision Service of the Bank of Lithuania, Žalgirio g. 90, LT-09303 Vilnius, email: frpt@lb.lt.

10.4.4. Whichever way you choose to submit the claim, it must be in English or Lithuanian.

10.4.5. It is not mandatory for you or us to comply with decisions of the Bank of Lithuania and you retain a right to apply to the competent courts. Further information on how to complain to the Bank of Lithuania can be found here: <https://www.lb.lt/en/dbc-settle-a-dispute-with-a-financial-service-provider>.

10.5. If you do refer your complaint to the Financial Ombudsman Service or the Bank of Lithuania, this will not affect your right to take legal action.

11. WHICH COUNTRY'S LAWS APPLY TO APPLY DISPUTES?

11.1. If you are located in the United Kingdom: These Terms, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction over any contractual or non-contractual disputes relating to these Terms.

11.2. If you are located in the European Economic Area: These Terms, their subject matter and their formation, are governed by Lithuanian law. You and we both agree that the courts of the Republic of Lithuania will have exclusive jurisdiction over any contractual or non-contractual disputes relating to these Terms.

12. GENERAL

12.1. We may use sub-contractors to deliver the Services.

12.2. The provisions of these Terms are personal to you, and you cannot assign or transfer any of your rights or obligations under them. We can assign or transfer our respective rights and/or obligations under these Terms.

12.3. If any provision of these Terms is or becomes illegal, invalid or unenforceable that will not affect the legality, validity or enforceability of any other provision of these Terms.

12.4. Except for members of the Yapily group of companies, a person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the Terms.

12.5. Nothing in these Terms affects the liabilities, rights and obligations of you and the Third Party under the applicable terms between you and the Third Party.

To contact us with questions about these Terms, please email support@yapily.com.