AuthPAY Terms of Use

Acceptance of Terms

Welcome to AuthPAY! These Terms of Use ("Terms") constitute a legally binding agreement between you and AuthPAY (("we," "us," or "our") an online bank incorporated in United Kingdom. By accessing or using AuthPAY online Banking services, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, please do not use our services.

Eligibility

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- 2.1 To be eligible for the Services, you must be:
 - At least 18 years old and capable of forming a legally binding agreement.
 - A resident of United Kingdom.
 - Have a valid government-issued identification document.
 - Valid National Insurance Number (NI) or Individual Taxpayer Identification Number (ITIN) required.
 - Limited to one AuthPAY Account per customer.
 - Maintaining an updated and accurate mailing address is mandatory.

3 Account Registration

- 3.1 To access AuthPAY Online Banking, you must create a personal or corporate account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete. The Bank reserves the right to reject any application at its sole discretion.
- 3.2 By opening an Account, you agree to:
 - Provide accurate and complete information.
 - Update your information as necessary.
 - Comply with all applicable laws and regulations.
- 3.3 Account Opening and Closure You may open an AuthPAY Account by using the Web App. Your AuthPAY account seamlessly handles both personal and corporate depending on your financial needs. Additionally, we may refuse to process any transaction(s) that we believe may violate the terms of this AuthPAY Account Agreement for any reason.
- 3.4 Customer Identification Program Notice

To help the government fight the funding of terrorism and money laundering activities, English law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an AuthPAY Account, we will ask for your name, current residential address, date of birth, and other information that will allow us to identify you. We may also ask to see your passport or driver's license or other identifying documents.

3.5 Communication

Preferred channels for communication between the bank and the customer (email, in-app, etc.).

4 User Accounts and Security

- 4.1 Upon approval, you will receive a unique username and password ("Login Credentials") to access the Services. You are responsible for:
 - Maintaining the confidentiality of your Login Credentials.
 - All activities that occur under your Account.
- 4.2 You must immediately notify the Bank of:
 - Any unauthorized access or use of your Account.
 - Any other security breaches.

AuthPAY will not be liable for any loss or damage arising from your failure to comply with these security obligations. The Bank reserves the right to:

- 4.3 The Bank reserves the right to:Suspend or terminate your Account at any time, with or without notice, for any reason.
 - Refuse to process any transaction.

5 Access and Availability

- 5.1 The Services are provided "as is" and "as available." The Bank does not guarantee uninterrupted or error-free access to the Services.
- 5.2 The Bank may periodically make changes to the Services, including but not limited to adding, removing, or modifying features.
- 5.3 You are responsible for obtaining and maintaining all equipment and software necessary to access and use the Services.

6 Personal and Corporate Accounts

- 6.1 AuthPAY offers online banking services for both personal and corporate accounts. Personal accounts are for individual use, while corporate accounts are intended for business entities. By creating an account, you confirm that you are opening the appropriate type of account based on your status as an individual or a business entity. Personal Accounts:
 - Description of different personal account types (current, savings, etc.)
 - Specific features and benefits of each type
 - Transaction limits and controls
 <u>Corporate Accounts:</u>
 - Description of different corporate account types (business operating, investment portfolio, etc.)
 - Specific features and benefits of each type
 - Authorized signatories and access controls
 - Reporting and audit requirements

7 Use of Services

7.1 You agree to use AuthPAY Online Banking services only for lawful purposes and in accordance with these Terms. You will not engage in any conduct that could damage, disable, overburden, or impair our services. Additionally, you will not attempt to gain unauthorized access to any part of our systems.

8 Transactions and Account Activity

8.1 All transactions conducted through AuthPAY Online Banking are subject to the terms and conditions of our banking policies. You are responsible for monitoring your account activity regularly, reporting any discrepancies, and ensuring that your account remains in good standing.

9 Privacy Policy

9.1 Your use of AuthPAY Online Banking is also governed by our Privacy Policy, which outlines how we collect, use, and protect your personal information. By using our services, you consent to the practices described in the Privacy Policy.

10 Termination

10.1 AuthPAY reserves the right to terminate or suspend your access to online banking services at any time, with or without cause, and with or without notice. Termination may result from a violation of these Terms or for any other reason as determined by AuthPAY.

11 Changes to Terms

11.1 We reserve the right to update, modify, or change these Terms at any time. Your continued use of AuthPAY Online

Banking after such modifications will constitute your acknowledgment and acceptance of the revised Terms.

12 Fees and Charges

- 12.1 The Bank may charge fees for certain Services, such as:
 - Account maintenance.
 - Transactions.
 - Overdrafts.
 - Detailed breakdown of account fees:
 - Monthly service charges
 - Transaction fees (withdrawals, transfers, etc.)
 - Service charges (lost card replacement, returned payments, etc.)
 - Penalties (overdraft fees, late payment fees, etc.) Interest rates:
 - Explanation of how interest is calculated and applied for different account types (savings, deposit, etc.)
 - Interest rate tiers, if applicable.
- 12.2 You are responsible for reviewing and understanding all applicable fees before using the Services.
- 12.3 The Bank reserves the right to change fees at any time, with or without notice.

13 Transactions and Funds Availability

- 13.1 All transactions initiated through the Services are subject to verification and approval by the Bank.
- 13.2 Funds may not be immediately available for withdrawal or use after a transaction. The availability of funds depends on:
 - The type of transaction.
 - The recipient's bank.
 - Other factors.
- 13.3 You are responsible for ensuring that you have sufficient funds in your Account to cover all transactions initiated through the Services.

14 Liability and Disclaimer

- 14.1 The bank is not liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or related to your use of the services, even if the bank has been advised of the possibility of such damages.
- 14.2 The bank makes no warranties, express or implied, with respect to the services, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

15 Intellectual Property

15.1 All content and materials on the Bank's website and mobile app, including but not limited to logos, trademarks, and copyrights, are the property of the Bank or its licensors. You may not use any of the Bank's intellectual property without the Bank's express written permission.

16 Governing Law and Dispute Resolution

- 16.1 These Terms shall be governed by and construed in accordance with the laws of United Kingdom.
- 16.2 Any dispute arising out of or relating to these Terms shall be subject to the exclusive jurisdiction of the courts of United Kingdom.

17 Amendments

- 17.1 The Bank reserves the right to amend these Terms at any time by posting the amended Terms on its website or mobile app. The amended Terms will be effective immediately upon posting.
- 17.2 Your continued use of the Services after the posting of amended Terms constitutes your acceptance of the amended Terms.

18 Dispute Resolution

- 18.1 Procedures for resolving any disputes or disagreements between the bank and the customer.
 - Arbitration or mediation options, if applicable.

19 Electronic Banking and Services:

- Online banking and mobile banking access: Login procedures, security measures, and available features.
- Data privacy and security: Explanation of how customer data is collected, stored, protected, and used.
- Third-party integrations: Policies regarding data sharing with third-party services.
- 20 Anti-Money Laundering and Know Your Customer (AML/KYC):
 - Bank's policies and procedures for preventing illegal activities and verifying customer identities.
 - Customer cooperation obligations regarding KYC Documentation.

21 Entire Agreement

21.1 These Terms constitute the entire agreement between you and the Bank with respect to your use of the Services.

22 Contact Information:

- 22.1 The customer support team will handle any communication in English regarding your AuthPAY account through the web app. Other approaches, such an email from the support staff, may be employed in specific circumstances.
- 22.2 Since emails and messages on the web app will be the primary method of communication, it's crucial to keep an eye out for them. When you log in to your AuthPAY account, we'll assume that you have already received a message if it's available on the web app and an email at the time of sending.

