

Terms and Conditions of Use

Version 1

1. Introduction and Agreement

- 1.1. PAYALLY.com, along with all associated platforms (hereafter, “**PAYALLY**” or “**Site**”), is an integrated ecosystem owned by Andzejewski Holding OÜ (the “**Company**” or “**us**” or “**we**”). Throughout these terms and conditions (“**Terms**”), any reference to PAYALLY also refers to the Company.
- 1.2. PAYALLY provides a seamless, all-in-one experience, facilitating access to a range of financial services (“**Services**”) from various licensed entities operating within the PAYALLY ecosystem. Please read these terms and conditions carefully before you start using our services. Please also ensure to review the specific terms and conditions for each entity and each Service.
- 1.3. By using PAYALLY platform(s), you confirm that you have reviewed, understand and agree to these Terms, which constitute a binding agreement between you (the “**Client**”), us, and the entities providing Services under the PAYALLY umbrella (“**Service Providers**”, “**we**”, “**our**”, or “**us**”). If you do not agree to the Terms, please exit the Site immediately.
- 1.4. By signing up with us, you simultaneously become a client of all Service Providers, thereby facilitating your uninterrupted access to the full range of Services available.
- 1.5. The Terms are subject to change at any time without notice and access to/use of the Site may be restricted or terminated at any time. You are therefore advised to review these terms each time you access this website, as your continued use of the platform(s) constitutes acceptance of the updated Terms.

2. Scope of Services

2.1. Platform(s) and Services

- 2.1.1. PAYALLY acts as a centralised digital portal (including mobile application(s)) that serves as a gateway through which clients can access various Services provided by different entities holding distinct licences in various jurisdictions. These entities form part of the PAYALLY ecosystem and operate under the same IT infrastructure to ensure a consistent and streamlined client experience.
- 2.1.2. Becoming a PAYALLY Client does not automatically grant you an account with any and/or every Service Provider within the PAYALLY ecosystem. Account – and further Service – availability depends on the applicable jurisdiction and the licences in place for each Service Provider. For example, any intended transition to (a) Service(s) provided under a different jurisdiction and regulatory regime will result in the automatic engagement of the available Service(s) in alignment with the rules of that jurisdiction, whilst the previously-available Service will cease to apply to the extent it is incompatible with the newly-applicable regime. This ensures compliance with all regulatory restrictions and adherence to the scope of each Service Providers’ existing licences.
- 2.1.2. Becoming a PAYALLY Client does not automatically grant you an account with any and/or every Service Provider within the PAYALLY ecosystem. Account – and further Service – availability depends on the applicable jurisdiction and the licences in place for each Service Provider. For example, any intended transition to (a) Service(s) provided under a different jurisdiction and regulatory regime will result in the automatic engagement of the available Service(s) in alignment with the rules of that jurisdiction, whilst the previously-available Service will cease to apply to the extent it is incompatible with the newly-applicable regime. This ensures compliance with all regulatory restrictions and adherence to the scope of each Service Providers’ existing licences.

2.2. Entity-Specific Service Provision

- 2.2.1. The Services include – but are not limited to – financial, payments and technology-related solutions (“**Solutions**”), delivered by licensed and authorised entities within the PAYALLY ecosystem.
- 2.2.2. All Service Providers are responsible for ensuring compliance with the laws and regulations of their registered jurisdiction(s), including adherence to the rules and guidance issued by their respective regulators.
- 2.2.3. The specific Services you receive will depend on a variety of factors, including:
 - The nature of the Service you request;
 - The jurisdiction in which you are located;
 - The licensing and regulatory framework governing the entity providing the Service(s); and
 - Other relevant factors which may need to be considered on a case-by-case basis.

2.3. Unified Client Relationship

- 2.3.1. As stated above, by using the PAYALLY platform(s), you consent to becoming a client of all entities operating within the PAYALLY ecosystem, subject to any legal and/or regulatory restrictions which may prohibit this (see 2.2.1 above). This multi-entity relationship ensures continuity and consistency, so you experience no disruption or variation in service, regardless of the provider.

3. Disclaimer and Advisory Notice

- 3.1. The information, Solutions, data, services, tools and documents contained or described on this Site (the “**Content**”) are for information purposes only and constitute neither an advertisement or recommendation or promotion, nor an offer or solicitation to buy or sell investment instruments, to effect any transaction or to enter into any legal relations.
- 3.2. The Solutions mentioned on this Site are not suitable for all Clients. Prior to making investment decisions, Clients should conduct a thorough investigation and obtain all necessary independent and professional advice for all issues, including eligibility to make investment(s) under applicable laws.
- 3.3. Nothing on this Site constitutes investment, legal, accounting or tax advice, or a representation that any investment or strategy is suitable or appropriate for individual circumstances, or otherwise constitutes a personal recommendation for any specific Client. PAYALLY recommends that Clients independently assess, with a professional advisor, the specific financial risks as well as legal, regulatory, credit, tax and accounting consequences.

Terms and Conditions of Use

Version 1

4. Local legal restrictions

- 4.1.** The Content is not intended for use by or distribution to any individual or legal entity in any jurisdiction or country where such distribution, publication or use would be contrary to the law or regulatory provisions or in which the Service Providers do not hold the necessary registration or licence. Individuals or legal entities in respect of whom such prohibitions apply, whether on grounds of their nationality, their place of residence or on other grounds, must not access or use the site.
- 4.2.** Some Service Providers, Services and Solutions available via PAYALLY may not be registered or licensed under legal and regulatory provisions governing financial services or products and their providers in certain countries. Therefore, all users are requested to review the Content available carefully and, where more information is required, to contact support@payally.com for information about Solutions and Services available in their country.
- 4.3.** All integrated Solutions within the PAYALLY ecosystem, regardless of the jurisdiction of the Service Provider, are governed by the rules and regulations of the strictest jurisdiction applicable to the Services, which, in this case, is the United Kingdom ("UK"). This approach ensures compliance with the highest regulatory standards, even when operating in jurisdictions with less restrictive regimes. For instance, if a Service Provider holds authorisation and licensing under a jurisdiction that permits activities not allowed under UK regulations, such activities will not be conducted through PAYALLY. This adherence to UK standards demonstrates PAYALLY's commitment to maintaining the most stringent compliance practices across all services and jurisdictions

5. No Warranty

- 5.1.** PAYALLY provides no warranty and makes no representations of any kind whatsoever regarding: (1) the currency, accuracy or completeness of the Content; (2) the results to be obtained by any user of the Site; or (3) any third party content accessible on or through the Site.
- 5.2.** Except to the extent required by current laws and/or regulations, PAYALLY, its directors, agents, employees, subcontractors or other affiliates and representatives: (1) disclaims any and all express or implied warranties and conditions including without limitation warranties and conditions as to quality and fitness for a particular purpose; and (2) does not warrant that the Site, any Content (including any third party content), goods and services referred to therein will be uninterrupted or error free, that defects will be corrected or that the Site, the servers from which it is available or any connected website is free of viruses, trojan horses, worms, software bombs or similar items or processes or other harmful components. In order to safeguard against viruses, it is advisable to use up-to-date versions of browsers and to install and continuously update antivirus software. Users should strictly avoid opening e-mails of unknown origin or unexpected e-mail attachments.
- 5.3.** Any data, including but not limited to financial market data, quotes, notices, research or other financial information accessible through this Site, have been obtained from carefully selected sources believed to be reliable. All such information is provided "as is" to the user without express or implied warranties of any kind, including warranties of quality, originality, non-infringement of intellectual property or fitness for any particular purpose.
- 5.4.** The information and opinions in the Site are descriptive of PAYALLY as a whole and the Solutions described may not be available to or suitable for all investors. The fact that a user accesses the Site does not make said user a client of PAYALLY and you are requested to carefully review and refer to these Terms, including the section of Local Legal Restrictions above.
- 5.5.** Any expressions of opinion, estimates and projections on the Site are those of the authors at the date of writing. They do not necessarily reflect the view of PAYALLY and are subject to change at any time without prior warning. PAYALLY and its contractual partners may discontinue, or make changes in, the information, data and documents, and the Solutions described herein, at any time without prior notice. Any information marked with a date is published as of this date only and no obligation or responsibility is undertaken to update or amend any such information.

6. Liability and Indemnity

6.1. Limitation of Liability

- 6.1.1.** Whilst we strive to ensure uninterrupted and error-free service, we are not liable for any indirect, incidental, or consequential damages arising from your use of the platform(s).
- 6.1.2.** To the maximum extent permitted by current laws and/or regulations, PAYALLY (including its directors, agents, employees, subcontractors, sales partners and other affiliates and representatives) disclaim any and all liability for losses or damages (direct or indirect) of any kind whatsoever arising directly or indirectly as a result of (1) the Content, accuracy, completeness or otherwise of the Content or any links or third party content; (2) any errors in or omissions from the Site; (3) use of and/or access to the Site; and (4) any inability to use and/or access the Site for any reason.
- 6.1.3.** To the full extent permitted by current laws and/or regulations, PAYALLY shall not be liable for any (1) loss of profits or revenue or savings or other economic loss; (2) loss of business or goodwill; (3) loss of or damage to data; (4) incidental or special loss; (5) wasted or lost management time; or (6) indirect or consequential loss arising from use of and/or access to the Site, even if advised of the possibility of any such loss or damage or if such loss or damage was foreseeable.

6.2. Indemnification

- 6.2.1.** You agree to indemnify, defend and hold harmless PAYALLY and its directors, employees, agents subcontracts and other affiliates and representatives from and against any and all claims, damages, liabilities, costs, or expenses (including reasonable legal fees) arising directly or indirectly from your misuse of the platform(s), breach of these Terms, or violation of any applicable law or regulation.

7. Proprietary Information

7.1. PAYALLY's Content

- 7.1.1.** Unless accompanied by an explicit statement to the contrary, all Content on this Site is protected by copyright, database rights, or other intellectual property rights, and is the property of PAYALLY. PAYALLY reserves all intellectual property rights (such as copyright and trademark rights) to all material on the Site, and will enforce such rights to the full extent of applicable law.

7.2. Third-party Content

- 7.2.1.** Statements on this Site may contain information and links (such as to websites) obtained from third parties. Reproduction and distribution of third-party content in any form is prohibited except with the prior written permission of the related third party. PAYALLY has no control over the content on such third-party links nor are such links monitored by PAYALLY, and using any such links is at your sole discretion and at your own risk.

Terms and Conditions of Use

Version 1

8. Table of Service Providers

8.1. The below table (Note: This table is subject to change as new entities and/or licences are added to (or removed from) the PAYALLY ecosystem.) outlines the entities operating under the PAYALLY brand, along with their jurisdictions, licences and a brief rendition of the Services that they provide.

Entity Name (and Company No.)	Jurisdiction / Country	Licence(s) Held (and Registration No.)	Services Provided	Regulatory Authority	Contact Information
PAYALLY Limited (10600055)	UK	EMD Authorised Electronic Money Institution (944721)	Issuance of electronic money (e-money) and provision of payment services	Financial Conduct Authority (FCA) fca.org.uk	payally.co.uk info@payally.co.uk
PA West Services Limited (14408420)	Canada	Money Services Business (M23074796)	• Issuance of electronic money (e-money) and provision of payment services • Virtual assets services	Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) fintrac-canafe. canada.ca	payally.ca info@payally.ca
OpenGate Technology OÜ (14417867)	Estonia	Financial Institution (FVT000344)	Virtual assets services	Estonian Financial Intelligence Unit (FIU) fiu.ee	opengate.dev info@opengate.dev
Diviti Group Sp. z o.o. (0000763444)	Poland	Payment Services Provider – Small Payment Institution (MIP35/2019)	Payment services and credit card services	Polish Financial Supervision Authority (KNF) knf.gov.pl	diviti.pl info@diviti.pl

9. Client Obligations

9.1. Accurate Information

9.1.1. You are required to provide accurate, complete, and truthful information during registration and throughout your use of the platform(s). Any changes to your information must be promptly updated.

9.1. Compliance with All Relevant Laws, Regulations and Terms and Conditions

- 9.2.1.** You expected to familiarise yourself with and adhere to the terms and conditions of each Service Provider within the PAYALLY ecosystem.
- 9.2.2.** You must ensure that your use of the platform(s) and its services complies with all applicable laws and regulations of your jurisdiction and the PAYALLY entities' jurisdictions (see table at section 3 above for details).
- 9.2.3.** You must ensure that your use of the platform(s) and its services complies with the terms and conditions of all PAYALLY entities.

9.3. Prohibited Activities

9.3.1. You are strictly prohibited from using the PAYALLY platform(s) for any illegal or unethical activities, including but not limited to money laundering, fraud, or other unlawful transactions.

9.4. Profile and Account Security

9.4.1. You are responsible for maintaining the confidentiality of your login credentials and for any activities conducted through your profile and/or account. Notify us immediately if you suspect unauthorised access.

9.5. KYC and AML Compliance

9.5.1. You agree to comply with all Know Your Customer (KYC) and Anti-Money Laundering (AML) legal requirements. Failure to provide requested information or documents may result in Service(s) suspension or termination.

10. Data Protection

10.1. For information on the kind of data collected, the purpose for which it is collected, how it is processed, to whom it may be disclosed and the security measures that have been put in place to protect it, please consult our Privacy Policy.

11. Fees and Payments

11.1. Service Fees

- 11.1.1.** Fees for Solutions and Services will be transparently disclosed before any specific engagement is finalised. Fees may vary depending on the Service Provider providing the Service, your geographical jurisdiction and other such factors as may be relevant on a case-by-case basis.
- 11.1.2.** You are once again advised to review all terms and conditions for each Service Provider, including in relation to fees.

11.2. Payment Responsibilities

11.2.1. You are responsible for timely payment of all fees and charges associated with your use of the platform(s) and Services.

Terms and Conditions of Use

Version 1

12. Termination

12.1. Termination by PAYALLY

- 12.1.1.** In the event of a breach of these Terms, or for non-compliance with applicable laws, regulations and/or relevant policies, we reserve the right to restrict, suspend or entirely discontinue your access to our Site and associated platforms (such as mobile applications), including the Solutions available via our platforms.
- 12.1.2.** Each Service Provider also reserves the right to restrict and/or suspend your account(s) and entirely discontinue your access to their Services for the same reasons outlined above, as well as for any breaches of their own specific terms and conditions and relevant policies.
- 12.1.3.** In line with PAYALLY's compliance with the regulations of the strictest applicable jurisdiction, any restriction, suspension or termination by one Service Provider will result in the termination of your access to all other Service Providers and their Services. This interconnected approach ensures consistency with (1) the unified onboarding process, where access to all Service Providers is granted simultaneously (within the constraints of applicable regulations); and (2) alignment with the terms and policies governing your use of the Site, associated platforms and related Services.

12.2. Termination by the Client

- 12.2.1.** You may discontinue your use of the Site and associated platforms at any time by deleting and erasing your Client profile(s) and any account(s) held with us and the Service Providers.
- 12.2.2.** Should you wish to discontinue your use of the Services provided by the Service Providers, you will need to ensure that you have fulfilled any outstanding obligations, after which you may terminate your profile(s) and account(s) in accordance with each Service Provider's procedures, per their specific terms and conditions.

13. Governing Law and Dispute Resolution

13.1. Governing Law

- 13.1.1.** These Terms are governed by the laws of the Republic of Estonia.

13.2. Dispute Resolution

- 13.2.1.** Any disputes arising under these Terms in connection with the Site and/or associated platforms shall be resolved through arbitration, in accordance with the applicable rules and regulations of the Republic of Estonia.
- 13.2.2.** Any disputes arising under these Terms in relation to any Service Provider(s) and their services shall be resolved directly with the relevant Service Provider(s), in accordance with their respective Terms and Conditions.

14. Support Information

- 14.1.** For questions or support with our Site and associated platforms, please contact us at support@payally.com.
- 14.2.** Should you have any complaints, please contact us at complaints@payally.com.

15. Assignment, Subcontracting and Delegation

- 15.1.** These Terms are for the benefit of PAYALLY and its affiliates.
- 15.2.** PAYALLY may assign or transfer any of its rights under these Terms.
- 15.3.** PAYALLY may delegate or subcontract the performance of any obligation under these Terms.