

## Terms of Use Online Payment Platform (English - Consumer)

### Procedure

- 1) 1) A Payment Request is a link which may direct you to your own payment environment in order to make a payment which will be handled by Online Payment Platform (OPP). The use of an OPP Payment Request is subject to these terms of use. By using the OPP Payment Request, you accept these Terms of Use. The applicable version can always be found on our website.
- 2) 2) We are Online Payment Platform B.V. We have been granted a license as a payment institution by De Nederlandsche Bank ("DNB"). Our full details can be found below:

	The Netherlands	United Kingdom
Address:	Kanaalweg 1 2628 EB Delft	
Telephone number:	015 - 889 8888	Find our local phonenumber on our website.
Registration number:	50124498	
More about our European licence can be found here:	<a href="https://euclid.eba.europa.eu/register/pir/view/PSD_PI/NL_DNB!R124325">https://euclid.eba.europa.eu/register/pir/view/PSD_PI/NL_DNB!R124325</a>	
Our website:	www.onlinepaymentplatform.com	

- 3) 3) You use the OPP Payment Request by clicking on the link and paying in the payment environment the amount indicated in the OPP Payment Request to the person named therein as beneficiary (this is usually the person to whom you owe the Payment, otherwise used with a capital "Beneficiary").
- 3) 3) We will pay to a Payee the Payment that we process via an OPP Payment Request no later than one Business Day after receipt ("Payment"), unless other conditions, e.g. Payment Terms (see the second part of these Usage Conditions: Terms of Use Escrow services), apply.
- 4) 4) We are not involved in your relationship with the Beneficiary. We therefore do not accept any liability for damages resulting from the Beneficiary's failure to fulfil his obligations towards you or towards us.
- 5) 5) We make our services available on a (trading) platform or marketplace. As a user of this platform, you are obliged to comply with the conditions that apply to the use of the services of the platform. You may also be required to pay a fee for using the services of the platform, which will be charged separately by the platform.
- 6) 6) As the recipient of an OPP Payment Request, you are not obliged to make the Payment via the OPP Payment Request. You may have made other arrangements with the Payee or you may have refrained from making a payment. If you pay by any other means than through the OPP Payment Request, we will not be able to see this. Under no circumstances will we be liable if you make a Payment more than once. In such a situation, you must contact the Payee in order to find a solution.
- 7) Please note: You pay an OPP Payment Request at your own risk: If you pay the wrong amount, pay the wrong person, pay someone to whom you do not owe any payment, pay for something you did not want or need to pay, or anything else that goes wrong as a result of the use or misuse (by yourself or someone else) of an OPP Payment Request, you will have to pay for the damages.

### Sign up

- 8) You can only register for these payment services as a consumer. Before we provide our payment services, we are obliged to carry out a customer review. We will then check the data you provide us with, including telephone number, e-mail address and bank account. We may ask you (at a later stage) to provide or confirm additional information. You are obliged to provide this information, otherwise we are not allowed to provide the payment service to you (any more).
- 9) We expect you, as a consumer, to be of legal age or at least to have the consent of your parents or guardian.

- 10) By signing up for our services, you declare that you are NOT a Politically Exposed Person (PEP). If you are a PEP, or as soon as you become one, you must notify us immediately, and we will assess whether we can and want to provide you with our payment services. For more information about registering for our payment services as a PEP, please go to our website.
- 11) When registering for the payment service or with your payment details, we receive personal data from you. We process these as described on our website under privacy.

#### **Rules**

- 12) You must at all times comply with legal requirements and not harm the rights or interests of others, including ours. This also means that you must keep to your agreements with us as set out in these Terms of Use and the Agreement, and to all agreements based on which the Payment is due to you. Furthermore, it is forbidden to make Payments for illegal activities or items.
- 13) You can expect us to abide by the laws and regulations that govern our services.
- 14) In the event of (suspected) fraud, abuse of the service or if you fail to fulfil your obligations, breach our expectations, harm our interests or those of others or violate a prohibition, we may deactivate the OPP Payment Request and not process or refund the Payment. If you suffer loss or damage in this case, we will not be liable to pay you any compensation. If we or anyone else suffers loss or damage, you will be responsible for paying for that loss or damage.
- 15) You can close your account with us at any time. Sometimes we may close your account if you have not used it for a long time. Read our policy and costs for closing your account on our website.
- 16) We monitor the payment data we receive when settling the Payment by OPP Payment Request to prevent fraud, money laundering and terrorist financing. We apply certain limits to our services and apply restrictions in connection with possible risks. Our aim is to provide a good and safe service and to comply with laws and regulations. Where necessary and possible, we will inform you in advance about applicable limits and restrictions.
- 17) We do our best to ensure that our services work properly and are constantly improving them. However, we cannot guarantee that our service will always be available and we cannot prevent failures, especially not the failures that sometimes occur in the systems of the other parties involved in the functioning of a payment method (such as your bank) and as a result of which a Payment cannot be made, temporarily or otherwise. We are not responsible for this and accept no liability in either case.

#### **Costs**

- 18) The costs of our services are always clearly stated as a service charge before we begin to provide them. If you are not informed of any service charges before you decide to use the OPP Payment Request, its use will not cost you anything.
- 19) If we have or receive a claim against you, we may set it off against the Payout or collect the claim from your linked bank account, we will let you know in advance.

#### **Other**

- 20) If there is anything in these Terms of Use that is not valid under the law, the rest of the Terms of Use will remain valid. If it turns out that we have not agreed something valid, we will make a reasonable, valid arrangement.
- 21) We may assign our rights and obligations under the Agreement to others.
- 22) We are only liable for damages resulting from our failure to fulfil our obligations under these Terms of Use.

23) Furthermore, we are not liable for any damage you may suffer as a result of our services being interrupted or interrupted or because we had to comply with our legal obligations.

### **Complaints**

24) These Terms of Use are governed by the laws of the country in which you reside. You may bring a dispute before any competent court in your country of residence. You can also go to the Dutch complaints institute Kifid ([www.kifid.nl](http://www.kifid.nl)) In that case, however, you must first have discussed your complaint with us directly. The complaints institute will issue a binding ruling if we really have not been able to work it out together or if we have failed to meet important deadlines in the complaints process.

### **Terms of Use Escrow services**

#### **Procedure**

25) These additional conditions for the use of escrow with the OPP Payment Request apply if the Payee (hereafter Seller) chooses to extend the possibility of the Payment with escrow and the buyer wishes to make use of this service.

26) "Escrow" means that we hold the amount of the Payment that we receive from the buyer via the OPP Payment request on behalf of the seller until the Payout Rules are met. You will find the Payout Rules on the platform where we provide our services.

27) The seller and the buyer are each obliged to comply with the (purchase) agreement concluded between them and the agreed Payout Rules and must each provide us with timely (within 1 working day) and truthful information about the (state of) the products and/or services involved, the shipment, the receipt, or otherwise at our request. This implies at least that the Seller is obliged to deliver as soon as we have confirmed to the Seller that we have received the Payment.

28) If we are able to make a Payout, it will be made no later than the business day following the day on which all of the Payout Rules have been satisfied. If we have to refund the buyer because the Payout Rules are not being met ("Refund"), we will do so on the Business Day on which it is finally determined that the Payout Rules have not been met.

29) Under no circumstances will interest be payable on the amount held in custody by us. In the event of Refund, you will receive the amount of the Payment less any service charges owed by you.

30) We can only make escrow possible if both buyer and seller fulfil their obligations towards us. If the buyer or seller does not comply with these obligations, we do not accept any liability for damages..

#### **Dispute**

31) If you do not agree with the Payout Rules or there is a dispute between seller and buyer, please report it immediately to the platform offering our services. The Payout may then be stopped until the dispute is resolved. The platform determines whether the Payout Rules are met.