

## General Terms of Service

### THESE TERMS AS A FRAMEWORK AGREEMENT

1.1. These Terms constitute a framework agreement which sets out the terms of (a) you and us entering into LNAday OÜ Transaction(s); and (b) the use of the LNAday OÜ Portal and other LNAday OÜ Services. Before you can enter into LNAday OÜ Transactions and benefit from the LNAday OÜ Services with us you are required to:

read these Terms and make the payment confirming your agreement the accuracy of the information provided and your agreement with these Terms; and provide us with such documentation, photographs and information as we may reasonably request to comply with our regulatory obligations.

1.2. These Terms incorporate the Cookie Policy, the Privacy Policy, and any Supplements by this reference. By accepting these Terms, you are deemed to have accepted the terms and conditions of our third-party service providers including but not limited to, for the avoidance of doubt.

1.3. Once you have completed the above and you have passed our internal checks, we shall make the LNAday OÜ service available to you.

1.4. You confirm that you have provided the correct Information during the process of payment on LNAday OÜ. You undertake that, if your details change, you will notify us immediately. You shall bear any losses that occur due to the submission of invalid, incorrect or inaccurate Information.

### REGULATORY INFORMATION

2.1. These Terms are between you (the "User", "you" or "your") and LNAday OÜ Ltd. ("LNAday OÜ", "we", "us" or "our"). LNAday OÜ is a company incorporated in Estonia with company number 10499588 and whose registered office is at Harju maakond, Tallinn, Nõmme linnaosa, Rännaku pst 12-1.

### COMMENCEMENT, TERM AND YOUR LNADAY OÜ ACCOUNT

3.1. These Terms shall commence on the day that LNAday OÜ confirm to you via Website or Mobile App that your LNAday OÜ Account has been approved and shall continue until terminated in accordance with Clause 33 (Amendments to these Terms) and/or Clause 36 (Termination).

3.2. Your LNAday OÜ Account is an account with transaction history, which LNAday OÜ has issued to you in exchange for receiving payments from you or on your behalf. The Funds you pay to LNAday OÜ is transferred to the service you decide to pay for.

3.3. You may be required to provide supplemental information to us to be able to use all of the functionality available.

3.4. We may stop your access to the LNAday OÜ and on reasonable grounds relating to:

the security of the LNAday OÜ;

the suspected unauthorised and/or fraudulent use of the LNAday OÜ.

If we do stop your access in such instances, we will inform you via Website or Mobile App and direct you to our customer services team via email or the chat function on the LNAday OÜ.

### THE LNADAY OÜ PORTAL

4.1. The LNAday OÜ Portal is our portal where you can, among other things:

perform Payment via Bank Card (once accepting all charges as displayed on the LNAday OÜ Portal);

4.2. You may access the LNAday OÜ Portal via Website or Mobile App.

#### VERIFICATION OF IDENTITY

5.1. You agree to cooperate with all requests made by us or any of our third-party service providers on our behalf in connection with your LNAday OÜ, to identify or authenticate your identity or validate your funding sources or LNAday OÜ Transactions. This may include, but not limited to, asking you for further information that will allow LNAday OÜ to reasonably identify you, including requiring you to take steps to confirm ownership of your phone number or payment instruments or verifying your Information against third party databases or through other sources.

5.2. We reserve the right to close, suspend, or limit access to your LNAday OÜ Account and/or the LNAday OÜ Services in the event we are unable to obtain, verify such Information or you do not comply with our requests under 5.1 of these Terms.

5.3. We may confidentially verify the information you provide us with or obtain information on you ourselves or through third parties from secure databases. Some of the searches which we or a third party may perform, such as a credit check, may leave a soft footprint on your credit history. This will not affect your credit rating. By entering into these Terms, you confirm that you consent to us or a third party on our behalf carrying out such verifications.

5.4. You must ensure the information on your LNAday OÜ Account is always accurate and up to date. If at any time we believe that your information is outdated or inaccurate, we may contact you and request further information or request that you go through the verification process again. Your LNAday OÜ Transaction Limit will be adjusted accordingly while we verify you identify. We shall not be liable for any losses arising out of your failure to maintain up to date information.

#### PAY FOR SERVICES LNADAY OÜ

6.1. In order to PAY the Funds for the service of LNAday OÜ, you will need to perform a Payment via a Bank Card or any other method we make available to you from time to time.

6.2. We may, at our reasonable discretion (for example, without limitation, to limit fraud or credit risk), impose limits on the amount of money you can pay through the LNAday OÜ Services.

6.3. In order to Pay via a Bank Card, you will need to add the details of the Bank Card onto payment form LNAday OÜ Portal. You may only add details of your Bank Cards to your LNAday OÜ Portal if you are the named holder of Bank Card. The payment for the service via Bank Card will be for the amount and the currency defined by you.

#### RESTRICTIONS ON THE USE OF THE LNADAY OÜ SERVICES

7.1. It is not permitted to:

use the LNAday OÜ Services for any illegal purposes, including, but not limited to fraud and money laundering, unlawful sexually oriented materials or services, counterfeit products, unlawful gambling activities, fraud, money laundering, the funding of terrorist organizations, the unlawful purchase or sale

of tobacco, firearms, prescription drugs, other controlled substances or other products prohibited by law. LNAday OÜ will report any suspicious activity and cooperate with any relevant law enforcement agency or regulator;

use the LNAday OÜ Services to abuse, exploit or circumvent the usage restrictions imposed by a merchant on the services it provides, or to obtain goods or services without paying the amount due partially or in full;

breach these Terms or any other agreement or policy that you have agreed with LNAday OÜ;

use the LNAday OÜ Services to violate any law, statute, ordinance, or regulation;

use the LNAday OÜ Services for any illegal purposes including the purchase or sale, or the facilitation of the purchase or sale of, illegal goods or services;

use the LNAday OÜ Services to conduct activities pertaining to adult entertainment/pornography, auction houses, charities, chemicals and allied products, dating and escort services, binary options, legal services, political or religious organisations, video game arcades or establishments and business claiming to trade in prime bank guarantees, debentures, letters of credit or medium-term notes;

infringe LNAday OÜ's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;

act in a manner that is defamatory, libelous, threatening or harassing when using the LNAday OÜ Services;

provide us with false, inaccurate or misleading information;

use the LNAday OÜ Services to engage in debt-collection activities;

instruct us to send or receive what we reasonably believe to be potentially fraudulent funds on your behalf;

conduct your business or use the LNAday OÜ Services in a manner that is likely to result in or may result in complaints, disputes, reversals, chargebacks, fees, fines, penalties or other liability to LNAday OÜ, other Users, third parties or you;

use LNAday OÜ or the LNAday OÜ Services in a manner that Visa, MasterCard, American Express, Discover or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules;

provide yourself with a cash advance from your credit card (or help others to do so);

take any action that imposes an unreasonable or disproportionately large load on our infrastructure;

facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;

use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our Website without our prior written permission; or interfere or attempt to interfere with the LNAday OÜ Services;

take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers;

use the LNAday OÜ Services to test credit card behaviors;

harass our employees, agents, or other Users;

refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;

use the LNAday OÜ Services in a manner that we believe may be a violation of any applicable electronic payment network rules, card association or network rules, or applicable law;

use the LNAday OÜ Services to trade FX for speculative purposes or for FX arbitrage;

refuse or fail to provide further information about you or your business activities that we may reasonably request;

conduct your business or use the LNAday OÜ Services in a manner that leads us to receive a disproportionate number of claims or chargebacks;

have a credit score provided by a third-party provider of LNAday OÜ's choosing which indicates a higher level of risk associated with your use of the Services;

reveal your Account Password or Mobile PIN to anyone or use anyone else's Mobile App.

7.2. You must ensure that you only enter into LNAday OÜ Transactions relating to the sale or supply of goods and services in compliance with all applicable laws and regulations. The fact that a person or entity accepts payments via an LNAday OÜ Transaction is not an indication of the legality of the supply or provision of the goods and services.

7.3. We reserve the right to refuse to perform an LNAday OÜ Transaction directly or indirectly associated with any Restricted Country.

7.4. If LNAday OÜ, in its sole discretion, believes that you may have breached the provision of this Clause, we may take action to protect ourselves, other Users and third parties. The action we may take includes but is not limited to:

closing, suspending, or limiting your access to your LNAday OÜ Account or any or all of the LNAday OÜ Services.

contacting other Users who have transacted with you; contacting your bank or credit card issuer; and/or warning other Users, law enforcement, or impacted third parties of your actions;

updating inaccurate Information, you have provided to us;

taking legal action against you;

terminating these Terms or access to the Website;

fully or partially reversing an LNAday OÜ Transaction; and/or

blocking your access to your LNAday OÜ Account and/or LNAday OÜ Portal temporarily or permanently.

7.5. Where possible, LNAday OÜ will provide you with the relevant information regarding the actions imposed, but we may be unable to do so in accordance with the appropriate law including avoiding disclosing protected third party information or interfering in the course of an investigation.

## LNADAY OÜ TRANSACTION LIMITS

8.1. We reserve the right to impose at our sole discretion LNAday OÜ Transaction Limits, based on criteria determined by us and that does not have to be disclosed.

8.2. You may be able to view some of these LNAday OÜ Transaction Limits by logging onto the LNAday OÜ Portal. LNAday OÜ may, from time to time, provide you with procedures or methods to remove or increase such limits. We reserve the right to remove LNAday OÜ Transaction Limits from the LNAday OÜ Portal.

## SUSPENDING YOUR USE OF THE LNADAY OÜ SERVICES

9.1. We reserve the right to change, suspend or discontinue any aspect of the LNAday OÜ Services at any time, including hours of operation or availability of the LNAday OÜ Services or any LNAday OÜ Services feature, without notice and without liability.

## OUR RIGHT TO SET-OFF

10.1. On the happening of any event which entitles us to be compensated by you (including, but not limited to, any technical errors on our behalf or on behalf of our third-party providers), we shall be entitled to recover any sum due to us by retaining part or all of any sum that you have lodged with us under any LNAday OÜ Transaction or otherwise. You shall have no similar right of set-off. For the avoidance of doubt, this includes if one of the currency balances in your LNAday OÜ Account shows that you owe us an amount of funds for any reason or has a negative balance, LNAday OÜ may set-off the amount you owe us by using funds you maintain in that currency or in a different currency balance or by deducting amounts you owe us from money you receive into your LNAday OÜ Account, or money you attempt to withdraw or send from your LNAday OÜ Account, or in a different LNAday OÜ Account which you control and by deducting funds from any withdrawals you attempt to make.

10.2. On the happening of any event which entitles us to be compensated by you, if for whatever reason we are unable to exercise our right of set-off pursuant to Clause 18.1, we may initiate a payment transaction for the amount we are due to be compensated by you from one of your Bank Cards or User Bank Accounts.

10.3 If an Indemnity Claim is raised by you pursuant to the Direct Debit Guarantee Scheme, and the claim is adjudged by LNAday OÜ to be fraudulent or erroneous, we reserve our right of set-off the claim pursuant to Clause 18.1. If for whatever reason we are unable to exercise our right of set-off pursuant to Clause 18.1, we may ask you to pay us another way and if you do not do so within 7 Business Days you authorise us to initiate a payment transaction for the amount we are due to be compensated by you from one of your Bank Cards or User Bank Accounts.

## OUR LIABILITY WITH RESPECT TO INSTANT TRANSFERS, LNADAY OÜ WIRE TRANSFERS

11.1. You warrant that you are an individual acting solely on your own behalf and are acting for a purpose other than a trade, business or profession.

11.2. If you believe that an Instant Transfer, LNAday OÜ Wire Transfer has been incorrectly executed or was not authorised by you, you must inform us as soon as possible via the chat function on the LNAday OÜ Portal. Failure to notify us immediately on becoming aware or within the 13 months of the date of the unauthorised or incorrectly executed Instant Transfer, LNAday OÜ Wire Transfer will result in you losing your entitlement to have the matter corrected.

11.3. Where it is established that an Instant Transfer, LNAday OÜ Wire Transfer was not authorised by you, or was incorrectly initiated or executed by us (provided we can prove such incorrect transaction has taken place) and you have notified us in a timely manner within 13 months of the date of the unauthorised Instant Transfer, a LNAday OÜ Wire Transfer unless Clause 19.4 applies, we shall refund to you the full amount debited without authorisation.

11.4. You will be liable for:

all losses incurred in respect of an Instant Transfer, a LNAday OÜ Wire Transfer made by us which was not authorised by you, if you have acted fraudulently, or have intentionally or with gross negligence failed to comply with the obligations set out in Clause 14 (Security) or you have not notified us on time in accordance with Clause 19.2; and

where Clause 19.4(a) does not apply, up to £35 of any losses incurred in respect of Instant Transfers, LNAday OÜ Wire Transfers which were not authorised by you, where you have otherwise failed to comply with your obligations under Clause 14 (Security).

#### GENERAL LIABILITY

12.1. Except where you have acted fraudulently, you will not be liable for any losses incurred in respect of an Instant Transfer, LNAday OÜ Wire Transfer which was not authorised by you which occurs after you have notified us, without undue delay, on becoming aware of the loss, theft, misappropriation or unauthorised use of the Account Password or Mobile PIN which relates to those losses. You can notify us via the chat function on the LNAday OÜ Portal.

12.2. We are not liable to you for the correct execution of an Instant Payment, a LNAday OÜ Bank card payment if we can prove to you (and where relevant, to any payee's payment services provider) that the payee's payment services provider received the payment within the appropriate time period. We will however, upon your request, make efforts to trace any non-executed or defectively executed payment transactions or any LNAday OÜ Wire Transfers which were correctly executed to an account which is deemed fraudulent and notify you of any outcome involving our search.

12.3. Please note any restriction on your liability in relation to an unauthorised or incorrectly executed payment transactions set out in the Payment Services Regulations 2017 does not apply to losses in relation to Currency Exchanges or Monetary Exchanges.

12.4. We are liable to you for the correct transmission of a payment order representing a Payment via Bank Card within the relevant time limit. Where we are liable, we will immediately re-transmit the payment order in question.

12.5. We shall not be liable to you for any:

delay or failure to perform our obligations under these Terms (including any delay in payment) by reason of any cause beyond our reasonable control including but not limited to any action or inaction by you or any third party, any Force Majeure Event, bank delay, postal delay, failure or delay of any fax or electronic transmission, any accident, emergency, act of god or any abnormal or unforeseeable circumstances; or

consequential or indirect loss (such as loss of profits or opportunity) you may incur as a result of us failing to perform our duties under a LNAday OÜ Transaction; or

losses as a result of a requirement imposed on us by the Payment Services Regulations 2017 or the Electronic Money Regulations 2011 or our obligations under the laws of any EEA state or other jurisdiction.

12.6. You remain liable under these Terms in respect of all charges and other amounts incurred through the use of your LNAday OÜ Account at any time, irrespective of termination, suspension or closure.

12.7. You alone are responsible for understanding and complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to you in connection with your use of the LNAday OÜ Services, including but not limited to, those related to export or import activity, taxes or foreign currency transactions. You are liable to the state and other subjects for fulfilment of all tax obligations independently. LNAday OÜ shall not be responsible for the execution of tax obligations, or calculation and transfer of taxes applied you.

12.8. You agree to defend, reimburse or compensate us (known in legal terms to “indemnify”) and hold LNAday OÜ, our third party providers, our employees or agents who are authorised to act on our behalf harmless from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of your breach of these Terms, breach of any law and/or use of the LNAday OÜ Services.

12.9. Nothing in these Terms shall operate to exclude liability for death or personal injury or for fraud or fraudulent misrepresentation or for any liability that cannot be excluded or amended by law.

12.10. In no event shall LNAday OÜ be liable for loss of profits or any special, incidental or consequential damages arising out of these Terms or otherwise in connection with the LNAday OÜ Services, howsoever arising.

12.11. We are not liable for:

any loss you incur as a result of the Overseas emergency medical insurance which shall be the sole responsibility of White Horse Insurance Ireland dac and subject to the Policy Documentation.

12.12. To the extent permitted by applicable law, LNAday OÜ is not liable, and you agree not to hold it responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:

your inability to use the LNAday OÜ Services for whatever reason;

delays or disruptions in the LNAday OÜ Services;

viruses or other malicious software obtained by accessing the Website or any associated site or service;

glitches, bugs, errors, or inaccuracies of any kind in the LNAday OÜ Services;

the content, actions, or inactions of third parties;

a suspension or other action taken with respect to your LNAday OÜ Account;

your need to modify practices, content, or behavior, or your loss of or inability to do business, as a result of changes to these Terms or LNAday OÜ's policies;

illegal actions and operations of third persons performed using counterfeited and/or illegal documents or illegally received data;

#### CLOSING YOUR ACCOUNT

14.1. Your LNAday OÜ Account will be closed at the end of the term of this agreement in accordance with Clause 3.1 or upon termination of these Terms in accordance with Clause 28.1 (Amendments to these Terms) and Clause 31 (Termination). You accept that after your LNAday OÜ Account has been closed, LNAday OÜ will store personal data about you and your LNAday OÜ Transactions for a period of six years.

14.2. If your LNAday OÜ Account holds a balance at the time of its closure, we may ask you to withdraw your funds within a reasonable period of time, during which your LNAday OÜ Account will be accessible for the purpose of withdrawing the remaining balance only. After the expiry of this period you will not be able to access your LNAday OÜ Account but you may withdraw any remaining funds for a period of six years from the date of closure of your LNAday OÜ Account by contacting customer service and requesting that the funds be sent to you by returning the funds by either a card refund or bank transfer. When your LNAday OÜ Account is closed, any pending instructions will be cancelled.

14.3. You may not close your LNAday OÜ Account to evade an investigation. If you attempt to close your LNAday OÜ Account while LNAday OÜ is conducting an investigation, it may freeze the account to protect all parties to the LNAday OÜ Services, its affiliates, or a third party against any liability. You will remain liable for any obligations related to your LNAday OÜ Account even after it is closed.

#### NOTICE AND COMMUNICATIONS



15.1. You agree and consent to electronic receipt of all Communications that we provide in connection with the LNAday OÜ Services. We will provide Communications to you by making them available on the LNAday OÜ Portal or by emailing them to you at the primary email address listed in your LNAday OÜ Account Profile.

15.2. It is your responsibility to ensure that you log onto the LNAday OÜ Portal regularly and regularly review the LNAday OÜ Portal, the Website and your primary email address and open and review communications that we deliver to you through those means. You are obligated to review your notices and LNAday OÜ Transaction History, and to promptly report any questions, apparent errors, or unauthorised LNAday OÜ Transactions. Failure to contact us in a timely manner may result in loss of funds or important rights.

15.3. We may contact you from time to time to notify you of changes or information regarding your LNAday OÜ Account. It is your responsibility to ensure you regularly check the LNAday OÜ Portal and that your contact information stored on your profile in the LNAday OÜ Portal is up to date. You may contact us in accordance with these Terms via the chat function on the LNAday OÜ Portal.

#### DATA

16.1. The processing of your data is governed by these Terms, any applicable Supplements as well as our Privacy Policy.

16.2. LNAday OÜ reserves the right to transmit the Information or personal data about you as well as activity in your Account to law enforcement institutions, state authorities and financial institutions, if such is necessary to comply with relevant legislation, and in order to identify whether these Terms and relevant legislation have not been violated.

16.3. When you use the LNAday OÜ Services we may collect precise location data about a LNAday OÜ Transaction. If you permit the Desktop or Mobile App to access location services through the permission system used by your mobile operating system, we may also collect the precise location of your device when the app is running the foreground or background. We may also derive your approximate location from your IP-address. You may opt out of providing location data through LNAday OÜ Account Profile or the Mobile App, unless you opt out of providing location data, you consent to the collection, use, sharing and onward transfer of location data, as further set forth in the Privacy Policy.

16.4. By providing LNAday OÜ with a telephone number (including a mobile telephone number), you agree to receive autodialed and pre-recorded message calls at that number. The ways in which you provide us a telephone number include, but are not limited to, providing a telephone number at LNAday OÜ Account opening, adding a telephone number to your profile on your LNAday OÜ Portal at a later time, providing it to one of our employees, or by contacting us from that phone number. If a telephone number provided to us is a mobile telephone number, you consent to receive SMS or text messages at that number, for service-related matters. We will not share your phone number with non-affiliated third parties for their purposes without your consent and we will never market, advertise, or solicit you using autodialing or pre-recorded messages, but we may share your phone numbers with our affiliates or with

other service providers, such as billing or collections companies, who may contact you using autodialed or pre-recorded message calls or text messages.

16.5. You understand and agree that LNAday OÜ may, without further notice or warning and in our discretion, monitor or record the telephone conversations you or anyone acting on your behalf has with LNAday OÜ or its agents for quality control and training purposes or for its own protection. You acknowledge and understand that, while your communications with LNAday OÜ may be overheard, monitored, or recorded without further notice or warning, not all telephone lines or calls may be recorded by LNAday OÜ, and LNAday OÜ does not guarantee that recordings of any particular telephone calls will be retained or retrievable.

16.6. You agree that we can use your Information in connection with your LNAday OÜ Account, to enable us to review, develop and improve our products and services. This may involve providing your Information to our partners, affiliates, agents, distributors and suppliers to process LNAday OÜ Transactions and for their statistical research and analytical purposes. We may also disclose your Information as required by law, regulation or any competent authority or agency to investigate possible fraudulent, unlawful or unauthorised activity.

16.7. You understand and agree that we may collect information about how you and other LNAday OÜ Users interact with the LNAday OÜ Services. We may access the address book on your device and store names and contact information to facilitate social interactions through the LNAday OÜ Services and for other purposes. We collect transaction details related to your use of the LNAday OÜ Services, including the type of service requested, date and time the service was provided, amount charged and other related transaction details. We may collect information about your mobile device, including for example, the hardware model, operating system and version, software and file names and versions, preferred language, unique device identifier, advertising identifiers, serial number, device motion information and mobile network information. You agree that we may use the information that we collect to facilitate interactions with the LNAday OÜ Services, including sharing certain non-sensitive information about you with other LNAday OÜ Users.

## INTELLECTUAL PROPERTY

17.1. The LNAday OÜ Portal and the Website and all intellectual property rights contained therein, including but not limited to any content, are owned or licensed by us. Intellectual property rights means rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). LNAday OÜ's intellectual property include "LNAday OÜ.uk," "LNAday OÜ", "LNAday OÜ as your bank only better" and all logos related to the LNAday OÜ Services. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of LNAday OÜ. You may not copy, imitate, or use them without our prior written consent.

17.2. We reserve all of our rights in any intellectual property in connection with these Terms. This means, for example, that we remain owners of them and free to use them as we see fit.

17.3. Nothing in these Terms grants you any legal rights in the LNAday OÜ Portal and/or the Website, other than as necessary to enable you to access the LNAday OÜ Portal. You agree not to adjust or try to circumvent or delete any notices contained on the LNAday OÜ Portal (including any intellectual property notices) and in particular in any digital rights or other security embedded or contained within the LNAday OÜ Portal.

#### REQUESTING INFORMATION

17.1. You may request, at any time during the extent of these Terms, a copy of these Terms and any of the information set out in the Schedule 4 of the Payment Services Regulations 2017.

#### CUSTOMER SUPPORT AND COMPLAINTS

18.1. We take all complaints seriously. Any complaints about us or the services we provide should be addressed to the chat function on the LNAday OÜ Portal. You should clearly indicate that you are wishing to make a complaint to us. This helps us to distinguish a complaint from a mere query. Our complaints procedure (available on our Website) sets out the process for submitting and resolving any complaints. You may request a copy of our complaints procedure at any time by contacting customer services via the chat function on the LNAday OÜ Portal.

18.2. A final response to your complaint, or a letter explaining why the final response has not been completed, will be sent to you within 15 Business Days of your complaint having being made, and in exceptional circumstances, within 35 Business Days (and we will let you know if this is the case). Should this not be possible due to unforeseen circumstances or lack of information, we will contact you.

18.3. Any complaints about the Overseas emergency medical insurance should be made to White Horse Insurance Ireland dac. Further details of where to make the complaint to are available on the Key Facts form.

#### AMENDMENTS TO THESE TERMS

19.1. These Terms may be amended unilaterally by us, by providing you with two months' notice. These changes will be deemed to have been accepted by you where you do not, before the proposed date of the entry into force of the changes, notify us to the contrary. If you do notify us to the contrary, your notification will be deemed to be a notice that you wish to close your LNAday OÜ Account and terminate these Terms on the date upon which the changes are to take effect.

19.2. Where an amendment to the Terms is required by law or relates to the addition of a new service, extra functionality to the existing Service, a reduction in the cost of the Services or any other change which neither reduces your rights nor increases your responsibilities, the amendment may be made without prior notice to you and shall be effective immediately.

## FEES

20.1. The fees we charge for the LNAday OÜ Services are set out in the separate Fees Section to these Terms. We will provide you with notice of any changes to the Fees Section in accordance with these Terms. It is your responsibility to stay informed and review these changes once we have provided you notice of a change to our fees.

20.2. The fees we charge for any other transactional fees are clearly shown on the LNAday OÜ Portal prior to you completing an action and accepted by you or a User.

20.3. We shall deduct the fees that you owe us from the GBP currency balance in your LNAday OÜ Account. If there is not enough GBP balance in your LNAday OÜ Account, we shall deduct the equivalent fees from a different currency balance(s) using our Exchange Rates. If there is not enough Funds in your LNAday OÜ Account to pay your fees in any currency, then we shall take our fee from the Bank Card you supplied when signing up for the LNAday OÜ Services or other Bank Card belonging to you which has been provided to us. We reserve the right to suspend your access to your LNAday OÜ Services if we are not paid any monies owing to use by you on time.

## NO WARRANTY

21.1. The LNAday OÜ Services are provided on an “as is,” “as available” basis and without any representation or warranty, whether express, implied or statutory. LNAday OÜ, and the officers, directors, agents, joint ventures, employees and suppliers of LNAday OÜ, make no representation or warranty of any kind whatsoever for the services or the content, materials, information and functions made accessible by the LNAday OÜ Services used on or accessed through the LNAday OÜ Services, or for any breach of security associated with the transmission of sensitive information through the LNAday OÜ Services.

21.2. LNAday OÜ does not warrant that the LNAday OÜ Services will be uninterrupted or error free. LNAday OÜ shall not be responsible for any service interruptions, including, but not limited to, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of LNAday OÜ Transactions or the LNAday OÜ Services.

21.3. LNAday OÜ does not have any control over the products or services that are paid for using the LNAday OÜ Services.

21.4. LNAday OÜ is not responsible for the quality, performance, or any consequential results of the products and/or services purchased using the LNAday OÜ Services.

## TERMINATION

22.1. LNAday OÜ, in its sole discretion, may terminate these Terms at any time, by giving you two months' notice. The termination of these Terms will not affect any of our rights or your obligations arising under these Terms.

22.2. You may terminate these terms at any time by providing us with one month's notice, such notice to be provided using the chat function on the LNAday OÜ Portal.

22.3. Without prejudice to any rights that have accrued under these Terms, or any party's other rights or remedies, either party may at any time terminate these Terms with immediate effect by giving written notice to the other party if:

the other party commits a material breach of any term of these Terms and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

the other party repeatedly breaches any of the terms of these Terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Terms;

the other party is subject to a bankruptcy, insolvency, winding up or another similar event; and/or

the result of laws, payment scheme rules, regulatory authority rules or guidance or any change in or any introduction thereof (or change in the interpretation or application thereof) means that it is unlawful or contrary to any such law, rules, order or regulations for either of the parties to perform or give effect to any of its obligations hereunder and such obligation cannot be readily severed from these Terms.

22.4. Without prejudice to any rights that have accrued under these Terms or any of the party's rights or remedies, we may at any time terminate these Terms with immediate effect by giving written notice to you if:

we are unable to verify your information in the manner set out in these Terms;

you die;

we have reason to believe that your use of the LNAday OÜ Services: damages, corrupts, degrades, destroys and/or otherwise adversely affects the LNAday OÜ Services, or any other software, firmware, hardware, data, systems or networks accessed or used by you;

there is a significant fluctuation (either positive or negative) in the aggregate number of LNAday OÜ Transactions you enter into;

you have acted or omitted to act in any way which we reasonably determine to diminish LNAday OÜ's business operations and/or reputation and/or goodwill and/or which we reasonably determine or suspect to give rise to any offence or any increased risk or liability to us; and/or

we are unable to provide the LNAday OÜ Services to you through the inability of any third party to provide us with any good and/or service that we require to provide the LNAday OÜ Services to you.

22.5. Other actions we may take. If you have breached the terms of these Terms (including a breach of your obligation to pay us any amount owing), we are otherwise entitled to terminate these Terms, or we may: suspend your use of the LNAday OÜ Services (in whole or in part) in which case we will not treat any order for a LNAday OÜ Transaction that you may wish to make as being received by us; report any LNAday OÜ Transaction or any other relevant information about you and your use of the LNAday OÜ Services to the relevant regulatory authority, law enforcement agency and/or government department; and/or if appropriate, seek damages from you.

22.6. Termination of these Terms requires the closing of your LNAday OÜ Account in accordance with Clause 26. LNAday OÜ will deal with your remaining balance in accordance with these Terms.

22.7. Any terms which by their nature should survive, will survive the termination of these Terms.

### THIRD PARTY PROVIDERS

23.1 You can choose to allow a Third Party Provider (TPP) to access information on your LNAday OÜ Account, to combine and display information about your LNAday OÜ Account with information from accounts you have with other payment service providers, and, to make payments for you from your LNAday OÜ Account, provided the TPP is authorised by the FCA or another European regulator and you have given your explicit consent.

23.2 If you do, you must keep us informed of any incorrect or unauthorised transactions that happen so we can take steps to stop further misuse Account and arrange any refund you've been entitled to.

23.3 If you are thinking of using a TPP, it is important you check with the applicable regulator whether it is authorised before you use it.

23.4 We can refuse or stop access to a TPP if we're concerned it isn't authorised or if we believe it's fraudulent or acting fraudulently. If that happens, we'll contact you to explain why unless we believe that would compromise our security or it would be unlawful.

### MISCELLANEOUS

24.1. In order to use other functions of the LNAday OÜ Services, you may be requested to accept other terms and conditions, either with LNAday OÜ or with a third party.

24.2. To be eligible to use the LNAday OÜ Services, you must:

pass our regulatory due diligence checks;

not be in breach of these Terms; and

not have had any previous LNAday OÜ Account closed by us.

24.3. These Terms shall be governed by the laws of England & Wales and any claim or dispute under these Terms shall be subject to the non-exclusive jurisdiction of the Courts of England & Wales. For the avoidance of doubt these Terms do not include any alternative dispute resolution procedures as a means of disputing or issuing any claims in relation to these Terms.

24.4. These Terms do not intend to confer any benefit on any third party and no third party shall have the right to enforce these Terms or any LNAday OÜ Transactions under the Contract (Rights of Third Parties) Act 1999 or otherwise.

24.5. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your LNAday OÜ Transactions, or for collecting, reporting or remitting any taxes arising from any LNAday OÜ Transactions. LNAday OÜ may collect from you the appropriate stamp duty up to the legal maximum as required by the Irish Revenue Commissioners. You hereby agree to comply with any and all applicable tax laws in connection with your use of the LNAday OÜ Services, including without limitation, the reporting and payment of any taxes arising in connection with LNAday OÜ Transactions made through the LNAday OÜ Services.

24.6. If we fail to enforce any of our rights under the Terms, or applicable laws, it shall not be deemed to constitute a waiver of such right.

24.7. You may not transfer or assign or sell any rights or obligations you have under these Terms or otherwise grant any third party a legal or equitable interest over your LNAday OÜ Account without LNAday OÜ's prior written consent. LNAday OÜ reserves the right to transfer or assign these Terms or any right or obligation under these Terms at any time.

24.8. We may comply with any subpoena, levy, or other legal process which we believe to be valid. We may notify you of such process electronically, by phone, or in writing.

24.9. LNAday OÜ reserves the right, but shall have no responsibility, to edit, modify, refuse to post or remove any provider content, in whole or in part, that in its sole and absolute discretion is objectionable, erroneous, illegal, fraudulent or otherwise in violation of these Terms.

24.10. Unless stated otherwise in these Terms, if any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

24.11. We do not provide advice and contract on an execution only basis. We may provide information to you from time to time, for example via the LNAday OÜ Portal or the Website, but we will not and do not provide advice to you either upon the merits of a proposed Transaction or upon any other matter.

Before entering into any LNAday OÜ Transaction you must make your and their own independent assessment as to whether it is appropriate to enter into a LNAday OÜ Transaction based upon your own judgment and upon such advice from such advisers as you consider necessary. It is an express term of every LNAday OÜ Transaction which you enter into with us that you are not relying upon any communication (written or oral) made by us as constituting advice about or a recommendation to enter into such LNAday OÜ Transaction. Foreign currency exchange rates are subject to fluctuations outside our control. Past movements or trends in the movement of foreign currency exchange rates should not be taken as an indicator of future movements in such exchange rates.

24.12. Clause, Schedule and paragraph headings shall not affect the interpretation of these Terms.

24.13. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

24.14. The Schedules form part of these Terms and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

24.15. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

24.16. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

24.17. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

24.18. These Terms shall be binding on, and endure to the benefit of, the parties to these Terms and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

24.19. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

24.20. A reference to writing or written includes email and the chat function on the LNAday OÜ Portal.

24.21. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.



24.22. These Terms shall be concluded and interpreted in the English language. If these Terms are translated into another language, it is for reference purposes only. All communications between the parties shall be in the English language.

24.23. Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

24.24. A reference to these Terms or to any other agreement or document referred to in these Terms is a reference to these Terms or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of these Terms) from time to time. 37.27. References to Clauses and Schedules are to the Clauses and Schedules of these Terms and references to paragraphs are to paragraphs of the relevant Schedule.

24.25. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

24.26. Supplements to these Terms are an integral part of these Terms, under which you and LNAday OÜ agree on usage of specific services as defined in the Supplements.

24.27. The definitions set out Schedule 1 apply to these Terms.

#### Schedule 1 — Definitions

“Account Password” means your personal password which is entered onto the LNAday OÜ Website to gain access to the LNAday OÜ Portal.

“Business Day” – means a day, other than a public holiday in England, when banks in London are open for business.

“Communications” means information provided relating to your LNAday OÜ Account or any LNAday OÜ Transaction, including: any agreements and policies you agree to, (e.g., these Terms) including updates to these agreements or policies; disclosures and notices, including prospectuses and reports for transaction receipts or confirmations; LNAday OÜ Account statements and history; and payments authorizations and transaction receipts or confirmations; documents; and any other information related to your LNAday OÜ Account or the LNAday OÜ Services.

“Cookie Policy” means the cookie policy relating to the Website which can be found at <https://LNAdayOÜ.uk/cookies-policy>.

“Counterparty” means the person you wish to send Funds or money to.

“Counterparty Bank Account” means the bank account of the Counterparty.

“Currency Exchange” has the meaning set out in Clause 7.1(a).

“Desktop” means your home computer or other electronic device which you have used for access to LNAday OÜ Portal.

“Direct Debit” means an arrangement between you and your bank or building society that authorises us to Payment.

“Direct Debit Guarantee Scheme” means, the guarantee scheme offered by Direct Debit which protects you against payments made in error or fraudulently. If an error is made in the payment of your Direct Debit by LNAday OÜ or your bank or building society you are entitled to an immediate refund of the amount paid from your bank or building society.

“Funds” means electronically stored value represented by a claim against LNAday OÜ.

“Exchange Rate” has the meaning set out in Clause 16 and the Fees Section;

“FCA” means the Financial Conduct Authority of the United Kingdom whose address is 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom; further information on the FCA can be obtained on the FCA’s website at [www.fca.org.uk](http://www.fca.org.uk).

“Fees Section” means the separate fees schedule outlining the fees we charge in relation to the LNAday OÜ Services which can be found here.

“Force Majeure Event” means an event which is beyond the reasonable control of an affected party including without limit any market disruption, acts or restraints of government(s) or public authorities, war, strikes or other industrial action, fire, flood, natural disaster, explosion, terrorist action, the suspension or limitation of trading by any execution venue, or any breakdown, failure, defective performance or malfunction of any telecommunications settlement or other equipment or systems.

“Indemnity Claim” means a claim for a refund in relation to the Direct Debit Guarantee Scheme.

“Information” means any confidential and/or personally identifiable information or other information, including but not limited to the following: name, email address, date of birth, tax identification number, billing/shipping address, phone number and financial information.

“Instant Transfer” has the meaning set out in Clause 7.1(b).

“Key Facts” means the key facts document, provided by White Horse Insurance Ireland dac, which you can view here, as same is updated from time to time.

“Mobile” means your smartphone or other electronic device upon which you have downloaded the LNAday OÜ Mobile App.

“Mobile App” means the mobile application accessible through your Mobile where you can obtain access to your LNAday OÜ Portal.

“Mobile PIN” means your personal identification number which is entered onto the LNAday OÜ Mobile App to gain access to the LNAday OÜ Portal.

“Monetary Exchange” is not a service in its own right but will be part of a LNAday OÜ Wire Transfer and means redeeming Funds in your LNAday OÜ Account and using it to purchase money in a different currency using our Exchange Rates;

“Policy Documentation” means the policy documentation provided by White Horse Insurance Ireland dac which you can view at <http://142.93.39.227/assets/corporate/policy.pdf>, as same is update date from time to time.

“Privacy Policy” means our privacy policy which can be found on the Website.

“Restricted Countries” means those countries that do not appear on the LNAday OÜ Portal.

“LNAday OÜ” “we,” “us,” or “our” means LNAday OÜ Ltd, the details of which are set out in Clause 2.1.

“LNAday OÜ Account” means your personal funds account and your relationship with us as described in these Terms.

“LNAday OÜ Account Profile” means your profile, accessible on the LNAday OÜ Portal where you can view, among other things, your details, your price plan and your verification limits.

“LNAday OÜ Wire Transfer” has the meaning set out in Clause 7.1(c).

“LNAday OÜ Purchase” has the meaning set out in Clause 7.2(b).

“LNAday OÜ Transaction” has the meaning set out in Clause 7.2.

“LNAday OÜ Portal” has the meaning set out in Clause 5.1.

“LNAday OÜ Portal Transaction” has the meaning set out in Clause 7.1

“LNAday OÜ Services” means you being given access to the LNAday OÜ Portal via the Mobile App and being able to enter into LNAday OÜ Portal Transactions and the management of your LNAday OÜ Account and if you are a Corporate User any other services provided by LNAday OÜ to you from time to time.

“LNAday OÜ Transactions” means both LNAday OÜ Portal Transactions and LNAday OÜ Card Transactions. “LNAday OÜ Transaction History” means the list of LNAday OÜ Transactions you have entered into, which is available on the LNAday OÜ Portal.

“LNAday OÜ Transaction Limits” means the limits LNAday OÜ imposes on the LNAday OÜ Transactions you can enter into, the details of which will be set out on the LNAday OÜ Portal.

“LNAday OÜ User” means a user of LNAday OÜ which is not you.

“Bank Card” means the credit card, debit card, or other payment card, which you register for use on the LNAday OÜ Portal and which will be used by LNAday OÜ to receive funds against which we will issue Funds to your LNAday OÜ Account or for other purposes under these Terms.

“Supplement(s)” means an agreement between LNAday OÜ and you for the provision of separate services by LNAday OÜ or one of its partners to you, which will be set out on the Website.

“Third Party Bank Transfer” means a payment from a person which is not you to one of our bank accounts, the details of which we shall provide to you, as part of the process of requesting a Payment.

“Payment” means you or a third-party sending money to us in return for us issuing Funds to your LNAday OÜ Account as further described in Clause 8.

“User”, “you” or “your” means you being the business that has agreed to these Terms to use the LNAday OÜ Services.

“User Bank Account” means a bank account belonging to you.

“User Bank Transfer” means a transfer from a User Bank Account, performed by the User’s payment service provider, to one of our bank accounts, the details of which we shall provide to you or your bank, as part of the process of requesting a Payment.

“Website” means our general website, the web address of which is [www.LNAday OÜ.uk](http://www.LNAdayOÜ.uk).

“White Horse Insurance Ireland dac” has the meaning set out in Clause 2.3.