

## **Warning: Phishing can lead to identity theft**

Due to currently high occurrences of phishing in the European web environment, we are urging you to be aware of fraudulent activities. Please provide your contact and payment information only in the appropriate environment of OPP or its partner (an "OPP Platform Partner"). We strongly advise you not to exchange telephone numbers or bank details or any other information about your payment or person with others through any other channel than the one provided to you by the OPP Platform Partner or ourselves. You shall also use that channel to check the status of a payment. OPP and the OPP Platform Partners will never send you SMS or WhatsApp messages with payment requests or payment confirmations.

## **OPP User Terms**

The services of Online Payment Platform B.V. ("OPP", "we") are made available to you, as a user of the websites and apps of partners of OPP ("OPP Platform Partners") to enable you to make and receive payments. Your use of our services is subject to these User Terms.

### **Section A: Introduction**

#### **1. Your role**

Using our services, you may have different roles:

You can either be:

- a) the person who makes a payment (a "Payer") following the prompts of a request to pay (an "OPP Payment Request"); or
- b) the person who, through our payment services, wishes to receive a payment (a "Beneficiary");

Depending on the capacity in which you use our services, i.e. whether you are a Payer or a Beneficiary, there is a difference in what we do for you and what we expect from you.

If you do not agree to these terms, then you shall not register and click on the OPP Payment Request.

#### **2. About Online Payment Platform**

Online Payment Platform ("OPP") is a Dutch limited liability company ('Besloten Vennootschap') and a payment institution with a

license from the Dutch Central Bank ('De Nederlandsche Bank').

#### **3. About Online Payments Foundation**

As a payment institution, we are obliged to keep the funds we receive on behalf of others and which we may temporarily hold in escrow, separate from our own funds. Funds held in escrow are securely stored with the Online Payments Foundation. The Dutch Central Bank includes this foundation in its supervision.

#### **4. Processing your personal data**

For more information about your privacy and our processing of your personal data, we refer you to our privacy policy, which you can find at the footer of our website: <https://onlinepaymentplatform.com>.

### **Section B: Your Use of our Services**

#### **5. OPP Account**

An OPP account is created for you once you register with us as a Beneficiary via the OPP Platform Partner. Payers may choose to register for an OPP Account. An OPP Account shows your personal details, any linked bank account and information about your use of our services. Use your OPP Account as an easy and secure way for your communications with us. An OPP Account is not a payment account. You can access your OPP Account by means of a username and password (login details). Your login details are personal and you are therefore advised to keep them strictly confidential. You are responsible for any use of your OPP Account

with your login details, including any damage caused by it. You must inform us if you discover or suspect that anyone other than yourself has had access to your OPP Account.

To close your account with OPP we refer you to our Account Closing Policy under <https://onlinepaymentplatform.com/en/terms-policies>.

## **6. Do's and don't's**

The following always applies:

- a) You shall comply with all applicable laws and regulations. OPP services may not be used to cheat or defraud, deceive, or in any way injure or harm others (including us).
- b) You shall adhere to these User Terms, but also to the User Terms of the OPP Platform Partner and you will live up to what you agreed (with other users of the OPP Platform Partner).
- c) Information you provide to us must be complete and accurate and you must also update information you have previously provided should anything change.
- d) If you are asked for information you shall provide it timely, as specified. Failure to do so may result in your own detriment, as any delay may prevent us from providing our services to you.
- e) We receive the information that we need to provide our services to you, on your behalf, from the OPP Platform Partner. You allow us to use that information.

## **7. Does a minimum age apply?**

As a minor you first need permission from your parents or legal representative(s) to use our services. We assume that you have permission to use the services of the OPP Platform Partner. You must have a valid bank account and we therefore assume that the necessary permission from parents or legal representatives has been

obtained for holding and using your personal bank account. We may request to receive a written declaration giving consent for you to use our services. If you use our services on behalf of a legal entity or company, you are solely responsible for the use made of our services and we shall assume that you are legally authorized to do so.

## **Section C: Description of our Services**

### **8. Receiving a Payment Request**

- a) You receive an OPP Payment Request in connection with a payment that you have agreed to make to a Beneficiary on the website or in the application of an OPP Platform Partner. That Beneficiary has asked us to accept your payment on its behalf. If you click on the OPP Payment Request, you will be redirected to the online payment environment of your own payment service provider (such as your bank), to request the execution or initiation of the payment agreed to be due to the Beneficiary.
- b) These User Terms apply each time you decide to click on an OPP Payment Request. You can read them prior to clicking the Payment Request and, if you proceed by clicking the Payment Request, we shall assume that you have read and accepted the User Terms.
- c) If you select an OPP Payment Request with OPP Escrow, the "Escrow Arrangements" apply in addition to the agreement under which you have agreed that a payment would be due to the Beneficiary. The applicable Escrow Arrangement can be found in the app or on the website of the OPP Platform Partner.
- d) The OPP Platform Partner informs us on your behalf about the Escrow Arrangements and any related update and you allow us to use that information to provide our services to you.

## 9. Accepting payments

- a) You can inform the OPP Platform Partner of your wish to register as a payment service user of OPP (registration). By going through a registration process in which you shall accept these User Terms and provide all requested information, an OPP Account will be created for you. We will confirm your (personal) details and, as a payment institution, we are obliged to establish and verify your identity. This is done to prevent money laundering and terrorist financing. Your bank account details are required for us to transfer the funds we received on your behalf to your bank account ("Payout"). We may ask you for additional information at a later stage. You are expected to provide the requested information correctly and completely before we can process a Payout to you.
- b) You are obliged to notify us if you are a Politically Exposed Person ("PEP"). You can determine whether you are a PEP by referring to the guidelines on our website. We shall assume that you are not a PEP if you have not informed us that you are a PEP. More information about PEPs and how to report this to us can be found in the frequently asked questions (FAQ) on our website.
- c) We monitor payment details that we receive when accepting the payment by means of an OPP Payment Request to prevent fraud, money laundering, and terrorist financing. We apply certain limits for our services and apply risk-based restrictions to ensure we provide our services safely and securely and in compliance with applicable laws and regulations. We will notify you in advance of applicable limits and restrictions where possible.
- d) You shall provide complete and correct information if requested by or on behalf of

OPP. If you register on behalf of a legal entity or company (and not as a consumer), you warrant that you are authorized to legally represent that legal entity or company you are registering and that you shall act on behalf of that legal entity or company. If we have any reason to doubt the information you have provided, we may close the relevant OPP Account and discontinue our services.

## 10. OPP Escrow (Services)

- a) As a Payer making a payment by means of an OPP Payment Request without OPP Escrow, you trust that the Beneficiary will proceed as agreed. Once we have notified each of you that the payment has been successfully made, we will initiate the Payout to the Beneficiary.
- b) If a payment is being made by means of an OPP Payment Request with OPP Escrow, we will hold the payment/funds we receive on behalf of the Beneficiary ("Payment") until it has been determined whether the conditions of the Escrow Arrangements have been met. If this is not the case, no Payout will be made to the Beneficiary, and a refund will be made to the Payer. Some OPP Platform Partners offer to mediate in the event of disagreement regarding the conditions of the Escrow Arrangement being met.

## 11. Credit card payments

Additional rules may apply if credit cards are available as a payment method. We hereby inform you that there are circumstances in which a payment made with a credit card can be reversed (chargeback). If you pay with your credit card or if you are the Beneficiary of payments Payers make with credit cards, you will be asked to make additional agreements about this with the OPP Platform Partner. Please be aware that those agreements regulate your liability and can lead to you having delivered

something without receiving payment for it. Dispute resolution by the OPP Platform Partner can also affect the course of the chargeback procedure; this usually results in the payment not being reversed (after the chargeback was challenged).

In accordance with what the OPP Platform Partner agrees with OPP and with its users (you), we carry out the (liability) agreements concluded between the Beneficiary and OPP Platform Partner about chargebacks, settling your agreed liabilities when making the Payout. Credit cards are not the only reversible payment method. The OPP Platform Partner will inform you about other reversible payment methods as and when relevant.

## **12. Costs for OPP Payment Requests**

Service costs are charged for the services we provide through OPP Payment Requests. Additional costs may be charged for OPP Payment Requests with OPP Escrow. Before you decide to use an OPP Payment Request to make or to receive a payment, the OPP Platform Partner is responsible for informing you whether you will be charged any additional costs and their respective amount. The Payer may also pay the costs for additional third-party services (e.g. shipping costs) by means of the OPP Payment Request provided on the website or in the application of the OPP Platform Partner. The payment process is designed in such a way that it is always clear who pays whom and for what. In the event of a Refund, we shall subtract the service costs owed by deducting them from the amount of the payment. Depending on the agreements made on the website or in the application of the OPP Platform Partner with third parties (if any), the same may apply to the portion of the payment that is owed to them.

## **13. Payout**

Once we have received notification that the payment has been executed, we shall notify the OPP Platform Partner who shall duly notify all users involved that the payment has been successful ("Payment Confirmation"). The moment of Payment Notification is the moment by which the Beneficiary is held to deliver (as agreed with the Payer).

If no Escrow Arrangements have been made, we will make the Payout to the Beneficiary within one business day after the Payment Confirmation. If Escrow Arrangements have been made, we process the Payout within one business day after it has been established that the conditions as agreed in the Escrow Arrangements have been met. In the event that the OPP Platform Partner provides mediation services in whatever form, we transfer the funds within one business day after

- a) mediation of the OPP Platform Partner led to a resolution, in accordance with the agreed resolution, or
- b) the decision in respect of the dispute has been taken, in accordance with such a decision.

## **14. Attention**

The making of payments by means of an OPP Payment Request is at your own risk. This includes, but is not limited to, paying a different amount than you agreed upon with the Beneficiary, making a payment to another (legal) person than you intended or to a (legal) person to whom you don't owe any payment or for something you did not want or don't have to pay for, or if a fault occurs due to the use or misuse of an OPP Payment Request (by yourself or somebody else). Any damages you may incur are for your own account (unless such events occur due to OPP's wilful intent or gross negligence). OPP shall in such a case, in respect of payments for which Payout has not

yet been made, at your request, put Payout 'on hold' until OPP has established what happened.

## **Section D: Other general provisions**

### **15. These User Terms**

As a Payer, you accept the User Terms each time you click on an OPP Payment Request. As a Beneficiary, you may choose to cancel your payment service agreement with us at any time. Access to your OPP account stops with your cancellation of the payment service agreement.

### **16. Ending your agreement with OPP**

As a Payer, you accept the User Terms each time you click on an OPP Payment Request. As a Beneficiary, you may choose to cancel your payment service agreement with us at any time. Access to your OPP account stops with your cancellation of the payment service agreement.

### **17. Availability of our services**

We cannot and do not warrant that OPP Payment Requests will work at all times nor that payment methods are always available.

### **18. Non-performance or breach by you**

In the event of (a reasonable suspicion of) fraud, abuse of our services, or any perceived negligence in performing your obligations, violating our prohibitions or expectations, harming our interests or those of others, we shall deactivate the OPP Payment Request or decide to withhold Payout or to process a refund (to the Payer), without incurring you liable.

If it has been established that we have incurred damage as a result of your act or omission as a consumer, we may settle this with the Payment. If you use OPP Payment Requests and OPP Escrow for business, you indemnify us against all possible damage that we suffer due to your actions or omissions and we will settle the

Payment or collect the relevant amount from your bank account.

## **19. Liability**

### **19.1 Our liability**

We can only provide our services with respect to OPP Payment Requests if everyone involved complies with its obligations towards us and towards each other. We do not accept any liability for damages that someone involved incurs due to the non-performance of another party than OPP. In addition, we limit our liability for damages to the amount of the payment. We are fully liable for damages that you have incurred as a result of our intent or gross negligence at all times.

### **19.2 Your liability**

You are liable for any damages we may incur in connection with your acts, omissions or non-compliance with these User Terms.

## **20. Complaints**

### **20.1 About other users**

We register and monitor the complaints we receive about Payers or Beneficiaries. We may decide (in the event of multiple complaints) to block certain users from using our (payment) services, for the purpose of safeguarding the integrity of our services.

### **20.2 About OPP**

If you have a complaint regarding our services, we would like to resolve it together. You can report your complaint through the support page on our website. If you have incurred damage and you believe that we are liable for it, you must report this to us in writing and explain to us why you think we are liable.

If we cannot mutually resolve the issue and you have received payments through OPP as a consumer, you may direct your complaint to the Financial Services Complaints Institute ('Kifid')

([www.kifid.nl](http://www.kifid.nl)). The Kifid makes a binding decision.

At any time you can file your claim with a competent court in your country of residence if you wish to hold us liable for something. For users representing a legal entity, jurisdiction lies with the court in Rotterdam, the Netherlands.

## **21. Governing law**

In providing our services, we comply with Dutch law and, if you pay or receive payments as a consumer, with the mandatory provisions that apply in the country where you live.