TERMS OF SERVICE

Terms of Service

Effective: 1 February 2026 · Version 1.0

> These Terms govern your use of HansePay's platform and payment services. By creating an account or using our services, you agree to be bound by these Terms. Please read them carefully before proceeding.

1. About HansePay

HansePay is a trading name of **Atrya Technologies SIA**, a company registered in the Republic of Latvia (Commercial Register no. [reg. no.]), with its registered office at Marijas iela 2A, Rīga, LV-1050, Latvia, and operating from Stadtdeich 2–4, 20097 Hamburg, Germany.

Atrya Technologies SIA is supervised by Latvijas Banka (Bank of Latvia). HansePay enables cross-border payments and currency exchange for individuals and businesses. Certain regulated payment and e-money services are provided in partnership with licensed payment institutions (see clause 8). Our full authorisation details are set out in our Legal Notice.

2. Services

HansePay provides the following payment services to eligible individuals and businesses within the European Economic Area (EEA):

- Opening and operating payment accounts (individual and business)
- Executing domestic and cross-border payment transactions (SEPA Credit Transfers, SWIFT)
- Currency exchange (FX) services
- Receiving and holding funds in payment accounts
- Onward remittance and business treasury services

We do not offer deposit-taking, lending, or investment services. Depending on the payment corridor, settlement may be performed using payment rails operated by our regulated partners. Funds held in connection with these services are safeguarded — not protected by a deposit guarantee scheme — as described in clause 8.

3. Eligibility

Individual accounts: You must be at least 18 years of age and a resident of the European Economic Area. By accepting these Terms, you confirm that you are not subject to any sanctions or legal restrictions that would prevent you from using our services.

Business accounts: The authorised representative accepting these Terms on behalf of a legal entity confirms that they have authority to bind the entity, that the entity is duly incorporated and in good standing in its jurisdiction, and that the entity is not subject to sanctions or legal restrictions.

4. Account Opening and Identity Verification

We are required by law to verify your identity and, for business accounts, the identity of directors and beneficial owners (UBOs) before activating your account. This process (Know Your Customer — KYC) involves providing:

- Personal identification documents (passport or national ID)
- Proof of address
- For businesses: company registration documents, ownership structure, and information about persons with significant control
- Information about the purpose of your account and the source of your funds

We may request additional documentation at any time to comply with our regulatory obligations. Failure to provide requested information may result in account restriction or closure.

HansePay reserves the right to decline any application without providing reasons, subject to applicable law.

5. Using Your Account

5.1 Account Security
You are responsible for maintaining the confidentiality of your account credentials. You must notify us immediately at hello@hansepay.com if you become aware of any unauthorised access to your account. We will not be liable for losses resulting from your failure to maintain the security of your credentials.

5.2 Payment Instructions
You authorise HansePay to execute payment instructions submitted through your account. You are responsible for ensuring the accuracy of all payment details including IBAN, account numbers, and beneficiary information. We cannot recover funds sent to incorrect account details.

5.3 Processing Times
SEPA Credit Transfers within the EEA are typically processed by the next business day (D+1). International (SWIFT) transfers may take 1–5 business days depending on the destination country and correspondent banking arrangements. We are not responsible for delays caused by third-party financial institutions.

6. Fees

HansePay's current fee schedule is available at hansepay.com/pricing. Fees may change on 30 days' notice. Continued use of our services after the effective date of a fee change constitutes acceptance of the new fees.

7. Prohibited Activities

You agree not to use HansePay's services for:

- Any activity that is illegal under applicable law, including but not limited to money laundering, tax

evasion, fraud, or financing of terrorism
- Transactions involving parties or jurisdictions subject to international sanctions administered by the EU, UN, US (OFAC), or UK
- Processing payments on behalf of third parties (money service business activity) without disclosure and our prior written consent
- Gambling, adult entertainment, arms dealing, or other activities that we determine at our sole discretion to present unacceptable risk
- Any activity that violates any third party's intellectual property rights or privacy

Breach of this section may result in immediate account suspension, reporting to law enforcement, and civil or criminal liability.

8. Safeguarding of Funds and Payment Partners

Where regulated payment or e-money services are provided through a licensed partner (for example, BlindPay), customer funds are held and safeguarded by that partner under its own authorisation, in accounts segregated from operating funds. Where Atrya Technologies SIA itself holds customer funds, those funds are safeguarded in line with applicable EU requirements in segregated accounts held with regulated credit institutions.

Funds held in a payment or e-money account are **not** covered by a deposit guarantee scheme. Safeguarding protects your funds in the event of insolvency by keeping them segregated and ahead of unsecured creditors. To use payment services, you may be required to accept the terms of our payment partner in addition to these Terms.

9. Liability and Limitation

We will not be liable for:

- Indirect, consequential, or special losses arising from your use of our services
- Losses arising from system outages, third-party payment network failures, or force majeure events
- Losses arising from your provision of incorrect payment details
- Regulatory or compliance actions taken against your account that are required by law

Our aggregate liability to you in any 12-month period shall not exceed the total fees paid by you to HansePay in that period, or €500, whichever is greater.

Nothing in these Terms limits liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation.

10. Intellectual Property

All content on the HansePay platform, including software, design, text, and logos, is the property of Atrya Technologies SIA or its licensors and is protected by copyright, trademark, and other intellectual property laws. You may not reproduce, distribute, or create derivative works without our prior written consent.

11. Suspension and Termination

We may suspend or close your account with notice where:

- You breach these Terms or our Acceptable Use Policy
- We are required to do so by law or regulatory authority
- We reasonably suspect fraudulent, unlawful, or harmful activity
- You fail to provide required identity verification documents

You may close your account at any time by contacting hello@hansepay.com. Following account closure, we will return any outstanding balances to you within a reasonable period, less any amounts owed to us, provided we are not legally restricted from doing so.

12. Amendments

We may update these Terms at any time. We will provide at least 60 days' advance notice for material changes by email and/or a prominent notice on our platform. If you do not agree to the updated Terms, you may close your account before the effective date of the change. Continued use after the effective date constitutes acceptance.

13. Governing Law and Dispute Resolution

These Terms and any dispute arising in connection with them are governed by the laws of the Republic of Latvia, without regard to conflict-of-law principles. For consumer disputes, mandatory consumer protection laws of your country of residence apply to the extent they provide greater protection.

In the first instance, please contact us at legal@hansepay.com. See our Complaints Policy for details of our formal complaints process and escalation routes.

14. Contact

Atrya Technologies SIA, trading as HansePay
c/o Factory Works GmbH, Stadtdeich 2–4, 20097 Hamburg, Germany
legal@hansepay.com