



## Mobile Application User Agreement

FOR  
payabl. App

PLEASE READ THIS USER AGREEMENT CAREFULLY  
BY DOWNLOADING THE APP, YOU AGREE TO THE USER AGREEMENT.  
IF YOU DO NOT AGREE TO THE USER AGREEMENT – DO NOT DOWNLOAD THE APP.

Version No. 2.0  
Effective date: 15 April 2026

## Definitions

**"App"** – means payabl. app, which is a software application available in Google Play and Apple Store that allows You to view and control your Cards.

**"Company"** – means a company, individual entrepreneur or a sole trader that concluded an agreement with payabl. for provision of Services.

**"Governing terms"** – means the terms and conditions, agreements, rules, and procedures applicable to the Services that govern the provision of the Services to the Company.

**"You", "User"** – means any user, which is using the App according to the present User Agreement;

**"We", "Us", "payabl."** – means either of the following, or both:

- "payabl. CY", which means Payabl. CY Limited, a company incorporated and existing under the laws of the Republic of Cyprus with registration no. HE289380, having its registered address at Agiou Athanasiou 4, Agios Athanasios, Limassol, 4104, Cyprus, which is a payment institution licensed by the Central Bank of Cyprus under no. 115.1.2.9/2018;
- "payabl. UK", which means a company incorporated and existing under the laws of the United Kingdom with registration no. 13639825, having its registered address at Napier House, 24 High Holborn, London, WC1V 6AZ, United Kingdom, which is an Electronic Money Institution authorised and regulated by the Financial Conduct Authority (FCA) under no. 967259.

**"User Agreement"** – means this Mobile Application User Agreement with You, which regulates your access to the App.

**"Card"** – means your corporate bank card that you agreed to open with us. The cards belong to the Company as provided by Card Terms of Usage for Beneficiaries.

**"Services"** – means either of the following, or both:

- the "Card Service" and the additional services specified in the General Terms and Conditions, which are provided to the Company by Us and our partner – DiPocket UAB, a company incorporated and existing under the laws of Lithuania with registration no. 305599375, having its registered address at Lvivo g. 25, LT-09320, Vilnius, the Republic of Lithuania, which is a Financial Institution authorized and regulated by the Bank of Lithuania. This Service can only be provided on behalf payabl. CY
- the "Payment Account Service" – means banking services that are provided to the Company according to the "Payment Accounts Agreement".

Unless the context requires otherwise, terms defined in this User Agreement shall have the meaning assigned to them whether or not they are capitalized, and whether used in singular or plural form.

## Introductory clauses

- This User Agreement shall form a legal contract between You and payabl., setting forth the terms governing the use of the App.
- This User Agreement is entered into and effective from the moment You started using the App or You accepted this User Agreement and continues until You or We terminate the Agreement (this period, the "Term").
- This User Agreement should be read together with our Governing Terms, which are referenced in Clause 3 of the User Agreement.
- By accepting this User Agreement, you agree to be bound by provisions stated herein.
- We may amend this User Agreement at any time and we will notify you of any such amendment through the App and/or in any other way we deem appropriate, and any such amendments will be considered as an effective way of communication of the relevant amendment to you.
- We will not charge you for using our App.

## 1. How You Can Use the App

You can use our App to:

### 1.1. For the Card Service:

- See all the Cards you've opened with us;
- Manage your Cards and accounts;
- View your payment history;
- Use any other features we may add from time to time.

### 1.2. For the Payment Account Service:

- To review your transaction history;
- To review your balance of the Payment Account
- To download statements
- Use any other features we may add from time to time.

### 1.3. We have the right to change the functionality of the App from time to time without any prior notice.

## 2. Conditions that You must fulfil in order to use the App:

- 2.1. You must be 18 or over to accept this User Agreement and download the App.
- 2.2. The App must be downloaded from official application stores only such as Google Play and Apple Store. We recommend that you always use the latest version of the App. Depending on what the update is, you may not be able to use it until you have installed the latest version.
- 2.3. Before using the App, you must have either (i) a Card issued to you and agree to General Terms and Conditions and Card Terms of Usage for Beneficiaries. You must have an authorization from your Company to issue the Card; or (ii) must be a designated as Authorised User as provided by the relevant Payment Account Agreement.

2.4. Your operating system must be compatible with our requirements, which are stated in clause 4 below.

**3. Governing Terms and the Privacy Policy**

3.1. The services we provide to You and the usage of the App will be governed by the following Governing Terms and privacy policies:

Governing Terms	Web address
General Terms and Conditions	<a href="https://payabl.com/card-terms-general">https://payabl.com/card-terms-general</a>
Card Terms of Usage for Beneficiaries	<a href="https://payabl.com/card-usage">https://payabl.com/card-usage</a>
Privacy policy	<a href="https://payabl.com/privacy-policy">https://payabl.com/privacy-policy</a>

3.2. The Payment Account Service may additionally be subject to a separate agreement entered into between the Company and us. You may contact your Company representative should you require any clarification regarding the terms of such agreement. Any such agreement shall constitute Governing Terms.

3.3. Your use of the App may also be governed by the rules and policies of the Apple App Store or Google Play Store, where applicable. In the event of any inconsistency between this User Agreement and the rules or policies of the Apple App Store or Google Play Store, the latter shall prevail, but only to the extent of the subject matter specifically covered by those rules or policies.

**4. Operating system requirements**

4.1. To use the App, your mobile device must meet the following system requirements:

- i. For iOS devices: iOS 17 or later;
- ii. For Android devices: Android 7.0 (API level 24) or later.

**5. Scope of the License that we grant to you:**

5.1. We grant you a strictly personal, non-exclusive and non-transferable license (the "License") to install the App, including future updates, on your mobile device and use it in the following manner:

- i. We reserve all rights to the App, including property rights, copyrights and intellectual property rights.
- ii. No property rights including intellectual property rights are transferred to you. The License exclusively gives you the right to install the App on your mobile device and use it for the purposes stated herein and/or as stated in the Governing Terms.
- iii. Our trade names, marks and logos (or symbols comparable with these) displayed in the App are our property. You may not use any of these trade names, marks or logos.
- iv. You may not alter, copy, distribute, transfer, display, publish, sell, resell or grant a license of our App or to any information or software connected with our App.

**6. The App License restrictions**

You agree that you will:

- 6.1. not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
- 6.2. not copy the App or any App Content, except as part of the normal use of the App where it is necessary for the purpose of back-up or operational security;
- 6.3. not translate, merge, adapt, vary, alter or modify, the whole or any part of the App or the App Content nor permit the App or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App, the App Content and the Services on devices as permitted in these terms;
- 6.4. use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this user Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, or any operating system;
- 6.5. infringe our intellectual property rights, including in connection with the App Content, or those of any third party in relation to your use of the App;
- 6.6. bear all fees, charges, or expenses which may be imposed by mobile phone and/or telecommunication service providers for, or in relation to, the installation and/or use of the App;
- 6.7. not transfer any rights and obligations according to this User Agreement to a third party without our explicit consent.

**7. Update to the App and changes to the Service**

7.1. From time to time, we may automatically update the App and change the Services to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons.

7.2. If you choose not to install such updates or if you opt-out automatic updates you may not be able to continue using the App and the Services.

**8. Security**

8.1. You should act reasonably to ensure the security of the App, your Card, the Payment Account, information and any transactional data. Specifically, you have to:

- i. use all reasonable efforts to protect the confidentiality of your mobile device authentication method;
  - ii. take all security measures to ensure that your mobile device is authenticated by you and only by you;
  - iii. read all information updates that are notified to you from us from time to time;
  - iv. Use a secure and unique password.
- 8.2.** If you don't follow these rules properly, your personal data could be at risk, and someone might gain unauthorized access to your App or account.
- 8.3.** You must notify us immediately if:
- i. you notice any unauthorized use of the App;
  - ii. you suspect of any fraud or that your data has been exposed;
  - iii. there is any actual or possible security issue related to your App;
  - iv. your mobile device has been lost or stolen.
- 8.4.** If the Card or your mobile device is lost or stolen, or someone else finds out the PIN, or if you think the Card, the Payment Account, card number, or PIN, or the App may be misused, you lost access to it or it is compromised, you must:
- i. block the Card immediately and report about the lost or stolen Card to [cards.support@payabl.com](mailto:cards.support@payabl.com) between 9.00 to 18.00 Eastern European Time (EET) (UTC+02:00) or Eastern European Summer Time (EEST) (UTC+03:00), so that we can block the Card for you; or you may contact us by phone at +357 25272300;
  - ii. stop using the Card, Payment Account, the App, card number or PIN immediately.

If you find the Card or your mobile device, or regained access to your Payment Account, after you have reported it lost, stolen or misused, you must inform us as soon as you can by using [cards.support@payabl.com](mailto:cards.support@payabl.com).

## 9. Intellectual property rights

- 9.1.** All intellectual property rights in and to the App, including but not limited to its content, design, features, functionality, software, source code, and all trademarks, trade names, logos, and service marks (collectively, the "App Content"), are owned by or licensed to Us and are protected by applicable intellectual property laws.
- 9.2.** You are granted a limited, non-exclusive, non-transferable, and revocable license to access and use the App and the App Content solely for utilizing the Services and in accordance with this User Agreement and Governing Terms.
- 9.3.** Nothing in this User Agreement grants you any rights, title, or interest in or to any intellectual property owned or licensed by Us, except for the limited license expressly provided above. Any reproduction, distribution, modification, or other unauthorized use of the App or App Content is strictly prohibited and may result in the termination of your access to the App and/or legal action.

## 10. Liability

- 10.1.** We will not be liable in case you have any trouble accessing the App or you encounter any problems while using it.
- 10.2.** We will not be liable for any losses or costs or damage caused by abnormal and/or unforeseeable events which are outside of our control, which might for example include a machine failing to work, or resulting from the use of software on your mobile device which has not been officially approved by the manufacturer of the operating system of your mobile device.
- 10.3.** We will not be liable for any losses and/or costs and/or damage that may occur to your device hardware or software or loss of data that results from the use of the App, except if such damage has been caused by our fault.
- 10.4.** We are not liable for any indirect damage and/or loss caused by use of our App.
- 10.5.** You are liable for any damage to your mobile device or any loss of data arising from downloading or using the App, which is not due to our fault.

## 11. No Warranty

THE APP AND ALL RELATED SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PAYABL. DOES NOT WARRANT THAT THE APP OR ITS CONTENT WILL BE ACCURATE, RELIABLE, UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU USE THE APP AT YOUR OWN RISK AND ARE SOLELY RESPONSIBLE FOR ENSURING ITS SUITABILITY FOR YOUR INTENDED PURPOSE AND THE COMPATIBILITY WITH YOUR DEVICE. NOTHING IN THIS CLAUSE AFFECTS ANY RIGHTS YOU MAY HAVE UNDER APPLICABLE MANDATORY LAW, INCLUDING CONSUMER PROTECTION LAWS.

## 12. Termination

- 12.1.** We may terminate your rights to use the App and Services at any time by contacting you, including in the following cases:
- i. if you have breached any condition of this User Agreement;
  - ii. if you or the Company have breached any provision of the Governing Terms;
  - iii. if your continued use of the App threatens, or is likely to threaten, the security, functionality, or integrity of the App or our Services;
  - iv. in any other case where such termination or suspension is reasonably necessary in accordance with the Governing Terms, payabl.'s internal policies or applicable law.
- 12.2.** If we end your rights to use the App and Services:
- i. You must stop all activities authorized by this User Agreement, including your use of the App and any Services.

- ii. You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.

12.3. We may remotely restrict your access to the App’s functionality or to the Services.

**13. Your privacy**

13.1. We are committed to protecting your personal data and respecting your privacy. Our data processing practices are described in detail in our Privacy Policy, which forms an integral part of these Terms and Conditions. **Before using the App, you are required to read, understand, and accept our Privacy Policy. By accepting these Terms and using the App, you confirm that you have reviewed and accepted our Privacy Policy. You can access our Privacy Policy at any time at <https://payabl.com/privacy-policy>.**

13.2. As required under Article 13 of the General Data Protection Regulation (GDPR), we provide below a summary of how we process your personal data when you use this mobile application. This summary complements our Privacy Policy, which applies to all users of our services, including the App.

Information Category	Description
<b>Types of Personal Data</b>	When you use the App, we may collect data such as your full name, contact details, usage data, device information, geolocation (if enabled), and technical identifiers as well as transactional and Payment account details.
<b>Purpose of Processing</b>	Your data is processed for purposes including account management, provision of services, user support, fraud prevention, security, compliance with legal obligations (e.g. AML – Anti Money Laundering Laws, KYC obligations etc.), and improvement of the App.
<b>Legal Basis</b>	Processing is based on: <ul style="list-style-type: none"> <li>● Performance of a contract (Art. 6(1)(b) GDPR);</li> <li>● Legitimate interests (Art. 6(1)(f));</li> <li>● Compliance with legal obligations (Art. 6(1)(c));</li> <li>● Your consent (Art. 6(1)(a)) for optional features such as location services or marketing communications.</li> </ul>
<b>Recipients of Data</b>	Personal data may be shared with service providers and third parties, business partners, and affiliated companies strictly for the purposes stated above, and under contractual confidentiality and data protection obligations.
<b>International Transfers</b>	If your personal data is transferred outside the UK or European Economic Area (EEA), we ensure that your data remains protected. These transfers are carried out in compliance with the EU GDPR and where applicable the UK GDPR. We implement appropriate safeguards to protect your data, including: <ul style="list-style-type: none"> <li>● Standard Contractual Clauses (SCCs): We use European Commission-approved SCCs and, for UK transfers, the UK’s International Data Transfer Agreement (IDTA) or the Addendum to the SCCs.</li> <li>● Adequacy Decisions: We rely on data transfer mechanisms such as the UK and EU’s adequacy regulations, which recognize that certain countries provide an equivalent level of data protection.</li> </ul> We also implement additional technical and organizational measures to ensure that your data is protected to a standard equivalent to that of EU and UK data protection laws.
<b>Data Retention</b>	We retain your data only for as long as necessary for the purposes for which it was collected, or as required by applicable laws and regulations.
<b>Your Rights</b>	You have the right to request access to your personal data, as well as the rectification or erasure of such data. You may also request the restriction of processing, object to the processing of your data, and exercise your right to data portability, in accordance with Articles 15 to 21 of the GDPR. If you have any questions about the processing of your personal data or wish to exercise your rights, you can contact us at <a href="mailto:dataprotection@payabl.com">dataprotection@payabl.com</a> . You also have the right to lodge a complaint with a supervisory authority if you believe that your data protection rights have been violated.

**14. Analytics data**

14.1. We use analytics tools to collect data about your use of the App. This data helps us understand how the App is used, identify technical issues, and improve your experience. This analytics data we collect may include:

- Device information: technical details about your device, such as the model, operating system, and software version.
- Session information: how you interact with the App, including screens you view, features you use, and the duration of your sessions.
- Usage statistics: data on your activities within the App, such as button clicks, navigation paths, and other usage trends.
- Performance data: information related to App crashes, error reports, and loading times.

14.2. To the extent that this analytics data does not contain your personal information or confidential data, we will own this data. We may use this data for our business purposes, including:

- Enhance the App: improve functionality, design, and overall user experience.
- Product support: troubleshoot technical issues and provide more efficient customer support.

- Business analysis: perform internal analysis to improve our services and marketing strategies.

- 14.3.** We are committed to protecting your privacy. We will not share your analytics, data or metrics with any third parties outside of our service providers, and we will only use it for the purposes stated above. To the extent that any analytics data constitutes your personal information, its collection, processing, and storage will be governed by applicable data protection laws and our comprehensive Privacy Policy.
- 14.4.** When using the App, you may be asked to consent to the processing of your analytics data. You may choose to give or withhold such consent. If you withhold consent, we will not collect or otherwise process your analytics data, which contains your personal information, as described herein.

## **15. Support for the App and Contact Information**

- 15.1. Support contact Information for the App.** If you have any problem with accessing or using the App, please write to us to the following email address: [banking.techsupport@payabl.com](mailto:banking.techsupport@payabl.com).
- 15.2. Complaints and feedback.** If you are dissatisfied with your experience using the App, please contact us and share your feedback. Any complaints or feedback must be submitted in accordance with our Complaints Handling Policy, available at: <https://payabl.com/complaints-handling-policy>.
- 15.3. How we will communicate with you.** If we need to contact you, we will do so via the App or by email, phone, by SMS, using the contact details you have provided to us.

## **16. We may transfer this User agreement to someone else**

- 16.1.** We may transfer our rights and obligations under this user Agreement to other third parties. We will inform you if this happens and we will ensure that the transfer will not affect your rights under the contract.

## **17. If a court finds part of this contract illegal, the rest will continue in force**

- 17.1.** Each of the paragraphs of this User Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

## **18. Even if we delay in enforcing this User Agreement, we can still enforce it later**

- 18.1.** If we delay in enforcing this User Agreement, we can still do so later. For example, if we don't immediately take action when you break the rules, that doesn't mean you're no longer required to follow them, and it won't stop us from taking action in the future.

## **19. Which laws apply to this User Agreement and where you may bring legal proceedings**

- 19.1.** Depending on the region and with your Company concluded an agreement, this User Agreement shall be governed either:
- if you or the Company belong to our EEA region: by the laws of the Republic of Cyprus;
  - If you or the Company belong to our UK region: by the laws of the United Kingdom.
- 19.2.** Any disputes arising out of or in connection with this User Agreement that cannot be resolved through the internal complaints handling procedure set out in the Governing Terms shall be submitted to the competent courts of Cyprus or the United Kingdom, whichever is applicable based on your region as provided by clause 19.1., unless otherwise mandated by applicable consumer protection laws.