TERMS OF PROVISION OF ONE-TIME PAYMENT SERVICES FOR PAYERS

Please, read these Terms of Provision of One-time payment Services for Payers carefully and make sure that they are fully understandable to you before expressing consent to them.

1. Introductory provisions

1.1. Trust Pay, a. s., is a company with a registered seat at Za kasárňou 315/1, 831 03 Bratislava, Slovak republic, Company ID: 36 865 800, e-mail: info@finby.com (hereinafter referred to as „**finby**"). finby is authorized to provide payment initiation services under a license issued by the National bank of Slovakia on December 12th 2022, under no. OPK-17093-1/2009, file no.: NBS1-000-076-531, file entry no. 100-000-437-650.

1.2. These Terms of Provision of One-time Payment Services for Payers (hereinafter referred to as „**Terms of Service**") regulate the provision of payment initiation services for payers by finby in accordance with the provision of § 31 of the Act no. 492/2009 Coll. on payment services.

1.3. By agreeing with these Terms of Service by clicking on the button below you give finby your consent to initiate a payment on your behalf in favor of the merchant and these Terms of Service become binding to you.

2. Provision of payment initiation service

2.1. The payment initiation service allows you, as the payer, to execute a one-time payment operation in favor of the merchant of your choice through finby, which submits a payment order for the execution of a one-time payment operation in favor of the merchant´s payment account based on your consent (hereinafter referred to as „payment initiation service").

2.2. Detailed information about the specific payment initiation service, which will be carried out after your approval in accordance with these Terms of Service, will be provided to you by e-mail according to the model shown in Attachment 1 of these Terms of Service.

2.3. Due to the fact that finby is the payment provider of the recipient of the one-time payment operation (merchant), the provision of information about the one-time payment operation to the merchant takes place automatically.

3. Consent to execute a payment operation

3.1 finby and the payer both acknowledge that before executing a one-time payment operation it is necessary for the payer to grant his consent to execute a one-time payment service in favor of the merchant through finby, which is a provider of payment initiation services.

3.2 Once the payer has given consent to execute a one-time payment operation, the payment operation is considered authorized.

3.3 The payer expresses his consent to execute a one-time payment operation by actively clicking the check box (not pre-filled) on the merchant´s website in the secure environment of the finby payment gateway, after acquainting himself with the content of these Terms of Service and with detailed information about the specific payment initiation service that the payer will receive by e-mail according to paragraph 2.2 of these Terms of Service.

3.4 The payer may revoke the consent to execute a one-time payment operation at the latest before the moment when the one-time payment operation becomes irrevocable according to § 6 of the Act no. 492/2009 Coll. on payment services.

4. Procedure after execution of the one-time payment initiation service

4.1 After executing the one-time initiation service, finby will immediately provide the following information to both the payer and the merchant, in the form of an e-mail:

a) confirmation of the successful submission of a payment order from the merchant´s payment service provider who maintains his payment account,
b) a link enabling both the payer and the merchant to identify the one-time payment operation or the merchant to identify the payer, as well as all the information sent with the one-time payment operation,
c) the amount of the one-time payment operation,
d) the amount of all fees payable to the provider of payment initiation services for the relevant payment operation or a breakdown of the amounts of such fees.

4.2 In case of unsuccessful execution of the required one-time payment operation based on the payment initiation service (e. g. due to lack of funds on the payer´s payment account), finby will inform both the payer and the merchant about the situation.

5. Final provisions

5.1 The payer and finby are both bound by these Terms of Service from the moment of the payer´s consent to the execution of the payment operation according to Article 3 of these Terms of Service until the required one-time payment operation is executed or information about an unsuccessful one-time payment operation is sent according to paragraph 4.2 of these Terms of Service.

5.2 The relation established between finby and the payer based on the consent to these Terms of Service shall be subject to generally binding legislation of the Slovak republic, in particular Act no. 492/2009 Coll. on payment services.

5.3 Any disputes between finby and the payer related to a one-time payment operation or the payment initiation service will be resolved primary by mutual agreement (conciliation) and in case no agreement is reached, the dispute shall be resolved by City Court Bratislava III. The payers also have a right to turn to an alternative dispute resolution entity that is authorized to resolve disputes related to the provision of payment services and to choose which of such entities to turn to.

5.4 These Terms of Service become valid and effective on July 1, 2023.

Attachment 1

Information about payment initiation services for the user of payment services

Company Trust Pay, a. s. (hereinafter referred to as "**finby**") as a provider of payment initiation services, pursuant to Act no. 492/2009 Coll. about payment services, hereby provides you with information regarding the payment initiation service you are interested in using.

Information about the payment initiation service:

Maximum deadline for execution of the payment initiation service:	Immediately.
The amount of all fees for the payment operation that the user as the payer is obliged to pay to the payment service provider:	All fees shall bear the recipient of the payment (merchant).
Breakdown of the amounts of all fees:	All fees shall bear the recipient of the payment (merchant).
Exchange rate or reference exchange rate (in case of conversion):	Will be provided, if relevant.

Information about the provider of payment initiation services:

Business name:	Trust Pay, a. s.
Registered seat:	Za kasárňou 315/1, 831 03 Bratislava, Slovak republic
Company ID:	36 865 800
E-mail:	info@finby.eu
Phone number:	+421 2 321 68 220 (221)
Information about the license for execution of initiation payment services:	
Registration number of the license of provider of initiation payment services:	License no. OPK-17093-1/2009
Register under which the license of provider of initiation payment services is registered:	Financial Entities Register – https://subjekty.nbs.sk/sk/entity/3470/

Data on the relevant supervisory authorities:

Name of the supervising authority:	National Bank of Slovakia
Contact information:	Imricha Karvaša 1, 813 25 Bratislava Phone number: +421 2 578 71 111 E-mail: info@nbs.sk

If you are interested in obtaining the information stated in this document in paper form or on another durable medium, please contact finby.