

MindPay Platform — Enterprise Fintech Edition v2.1

Terms & Conditions

MindPay s.r.o. · Czech Republic

VERSION

EFFECTIVE DATE

JURISDICTION

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19.05.2026

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MINDPAY · LEGAL DOCUMENT

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TERMS & CONDITIONS

Introduction

These Terms & Conditions (“Terms”) govern the access to and use of the services, software, APIs, websites, mobile applications, payment infrastructure, and related financial technology solutions provided by MindPay s.r.o. (“MindPay”, “we”, “our”).

By accessing or using the Platform, the User confirms that they have read, understood, and agreed to be bound by these Terms.

2 Corporate Information

MindPay s.r.o.

Křemenáčová 90/6

104 00 Praha 10 - Pitkovice

Czech Republic

IČO	24943878
Website	MindPay.finance
Support	support@mindpay.finance

MindPay is a financial technology company incorporated in the Czech Republic.

MindPay acts as a technology provider and may provide access to payment services, electronic money services, account infrastructure, card services, and related financial services through regulated financial institution partners, including Electronic Money Institutions (“EMIs”), payment institutions, banks, and other regulated financial service providers operating within the European Economic Area (“EEA”), the United Kingdom, and Switzerland.

Unless explicitly stated otherwise, MindPay itself is not a bank and does not directly hold customer deposits.

3 Definitions

Account	a user profile, payment account, wallet, or business account made available through the Platform
Business User	a legal entity, sole proprietor, freelancer, or organization using the Platform for commercial purposes
Consumer	an individual acting outside their trade or profession
EMI Partner	a licensed Electronic Money Institution providing regulated payment or e-money services
Banking Partner	a licensed credit institution or bank cooperating with MindPay
Platform	all MindPay software, applications, APIs, dashboards, websites, and infrastructure

Payment Services	money remittance, payment initiation, e-money issuance, transfers, payouts, or related services
Restricted Activity	prohibited use of the Platform under these Terms
User	any individual or entity accessing the Platform

4 Eligibility

To use the Platform, Users must:

- be at least 18 years old
- have legal capacity
- provide accurate and complete information
- successfully complete identity verification procedures
- comply with all applicable laws and regulations.

By creating an Account or using the Platform, the User enters into a legally binding agreement with MindPay.

MindPay may refuse onboarding or access at its sole discretion where required by applicable law, regulatory obligations, internal compliance policies, sanctions requirements, fraud prevention measures, or risk management considerations.

5 Account Registration & Verification

5.1 KYC/KYB

Users must complete applicable Know Your Customer (“KYC”) and Know Your Business (“KYB”) procedures.

MindPay may request:

- identification documents
- proof of address
- corporate documents
- source of funds information
- source of wealth information
- tax information
- additional compliance documentation.

5.2 Enhanced Due Diligence

MindPay may apply Enhanced Due Diligence (“EDD”) procedures for high-risk users, politically exposed persons (“PEPs”), high-risk jurisdictions, unusual transactions, or other risk indicators.

5.3 Ongoing Monitoring

MindPay reserves the right to conduct ongoing monitoring and periodic reviews throughout the duration of the business relationship.

6 Services

The Platform may provide access to:

- personal and business payment accounts
- virtual IBANs
- payment processing
- SEPA transfers
- SWIFT transfers
- cross-border payments
- payout infrastructure
- card services
- API services
- embedded finance services
- white-label financial infrastructure
- account management tools
- transaction analytics
- related fintech services.

Certain services are provided exclusively by regulated EMI Partners or Banking Partners. Where applicable, the terms of such partners prevail over these Terms.

Availability of services may vary depending on jurisdiction, regulatory restrictions, partner capabilities, and user category.

7 Safeguarding OF Funds

Client funds may be safeguarded by regulated EMI Partners or Banking Partners in accordance with applicable European Union and local regulatory requirements.

Funds held through services accessible via MindPay:

- may be segregated from operational funds
- are not deposits unless explicitly stated otherwise
- may not be protected by deposit guarantee schemes
- may be subject to safeguarding protections under applicable payment services legislation.

MindPay itself does not guarantee repayment of safeguarded funds in the event of insolvency of third-party regulated financial institutions.

8 Payment Services

Users may initiate payment transactions through the Platform subject to applicable laws, compliance checks, transaction limits, and partner restrictions.

MindPay and its partners may:

- delay transactions
- reject transactions
- block transactions
- reverse transactions
- request additional verification.

Reasons may include:

- AML/CFT concerns
- sanctions screening
- fraud detection
- regulatory obligations
- insufficient information
- security concerns
- court orders
- law enforcement requests.

Users remain solely responsible for the accuracy of payment instructions and beneficiary information.

9 Strong Customer Authentication (PSD2)

MindPay may apply Strong Customer Authentication (“SCA”) measures in accordance with PSD2 and applicable regulatory technical standards.

Security measures may include:

- multi-factor authentication
- biometric verification
- one-time passwords
- trusted device verification
- transaction signing

- behavioral monitoring.

Users must maintain the confidentiality and security of their credentials and devices.

10 Unauthorized Transactions

Users must notify MindPay without undue delay after becoming aware of any:

- unauthorized transaction
- loss of credentials
- suspected fraud
- unauthorized account access.

Failure to notify promptly may affect the User's eligibility for reimbursement where permitted by law.

MindPay reserves the right to investigate disputed transactions and cooperate with financial institutions and authorities.

11 AML / CFT / Sanctions Compliance

MindPay complies with applicable:

- Anti-Money Laundering ("AML") laws
- Counter-Terrorist Financing ("CFT") laws
- sanctions regulations
- FATF recommendations
- EBA Guidelines
- EU AML Directives.

MindPay may:

- monitor transactions
- conduct sanctions screening
- investigate suspicious activity
- file suspicious activity reports
- freeze or restrict accounts
- terminate relationships.

Users may not use the Platform for:

- money laundering
- terrorist financing
- sanctions evasion

- fraud
- illegal activity
- deceptive practices.

12 Restricted Jurisdictions

Services may not be available in certain jurisdictions or to certain categories of users due to legal, regulatory, sanctions, AML/CFT, or internal risk management restrictions.

MindPay does not provide services to persons located in jurisdictions subject to comprehensive sanctions or classified as prohibited or high-risk jurisdictions.

13 Acceptable USE

Users may not:

- provide false information
- use stolen payment instruments
- abuse APIs
- interfere with Platform security
- attempt unauthorized access
- engage in phishing or malware activities
- conduct illegal gambling
- facilitate illegal trade
- use the Platform for unlawful purposes
- operate crypto mixers or anonymization tools
- engage in high-risk merchant activities without approval
- operate shell companies without economic substance.

MindPay may suspend access immediately upon suspected misuse.

14 API & Platform Access

API access may be subject to:

- approval
- authentication requirements
- rate limits
- security standards

- technical restrictions.

Users remain responsible for all actions performed through their API credentials.

Users must not:

- scrape or harvest data
- reverse engineer API responses
- bypass security controls
- share or expose API keys.

MindPay may suspend or revoke API access at any time for security, compliance, or operational reasons.

15 DATA Protection & GDPR**MindPay processes personal data in accordance with:**

- Regulation (EU) 2016/679 (“GDPR”)
- applicable Czech data protection laws
- AML retention requirements.

Users may have rights including:

- access
- rectification
- erasure
- restriction
- portability
- objection.

Personal data may be processed for:

- onboarding
- compliance
- fraud prevention
- transaction monitoring
- security
- contractual performance
- legal obligations.

Additional information is available in the Privacy Policy.

16 Intellectual Property

All Platform content, software, trademarks, branding, APIs, documentation, and technology remain the exclusive property of MindPay or its licensors.

Users may not:

- copy
- reverse engineer
- scrape
- modify
- resell
- distribute
- exploit Platform technology without authorization.

17 FEES & Taxes

Applicable fees, pricing, FX margins, and limits may be published separately on the Platform.

Users remain solely responsible for:

- taxes
- reporting obligations
- accounting obligations
- legal compliance in their jurisdiction.

Third-party banking or intermediary fees may apply.

18 Availability & Technical Risks

MindPay does not guarantee uninterrupted availability of the Platform.

Services may be affected by:

- maintenance
- cyber incidents
- telecommunications failures
- banking partner outages
- third-party provider failures
- force majeure events.

The Platform is provided “as is” and “as available” without warranties of any kind, including merchantability, fitness for a particular purpose, or uninterrupted operation.

19 Account Suspension & Termination

MindPay may freeze, suspend, restrict, or terminate accounts where required by:

- AML/CFT obligations
- sanctions laws
- fraud prevention
- regulatory requests
- law enforcement orders
- contractual breaches
- security concerns.

Users may close their accounts by submitting a request through available support channels.

Certain legal obligations may survive account termination.

20 Complaints & Dispute Resolution

Complaints may be submitted to:

support@mindpay.finance

MindPay will acknowledge complaints without undue delay and aims to provide a final response within 15 business days where applicable under PSD2 requirements.

Users residing in the EEA may additionally refer disputes to competent consumer dispute resolution bodies, including:

- Czech Financial Arbiter
- Czech National Bank
- relevant ADR authorities.

21 Limitation OF Liability

To the maximum extent permitted by law, MindPay shall not be liable for:

- indirect damages
- consequential losses
- loss of profits
- reputational damage
- business interruption

- banking partner failures
- third-party failures
- cyberattacks
- telecommunications failures
- force majeure events.

Nothing in these Terms excludes liability where exclusion is prohibited by applicable law.

22 Indemnification

The User agrees to indemnify, defend, and hold harmless MindPay, its directors, employees, partners, and affiliates from any claims, damages, losses, liabilities, penalties, or expenses arising from:

- violation of these Terms
- violation of applicable laws
- misuse of the Platform
- claims by third parties resulting from User actions.

23 Third-party Services & Partner Liability

MindPay is not responsible for:

- actions or omissions of EMI Partners, Banking Partners, card issuers, FX providers, or payment networks
- delays or failures caused by correspondent banks or intermediaries
- regulatory decisions affecting partner services.

Where regulated services are provided by partners, their terms govern.

24 Force Majeure

MindPay shall not be liable for delays or failures caused by events beyond reasonable control, including:

- natural disasters
- war, terrorism, sanctions
- regulatory actions
- telecommunications failures
- cyberattacks
- partner outages.

25 Electronic Communications

Users consent to receive communications, disclosures, notices, and legal documentation electronically.

Electronic records may satisfy legal communication requirements.

26 Changes TO Terms

MindPay may amend these Terms from time to time.

Updated Terms will be published on the Platform.

Continued use of the Platform following publication constitutes acceptance of the updated Terms.

27 Governing LAW & Jurisdiction

These Terms shall be governed by the laws of the Czech Republic and applicable European Union legislation.

All disputes shall be resolved exclusively by the competent courts of the Czech Republic.

Consumers residing in the EEA, Switzerland, or the United Kingdom may additionally benefit from mandatory consumer protection laws applicable in their country of residence.

28 Contract Formation

Use of the Platform constitutes acceptance of these Terms.

Electronic acceptance, including click-through consent, has the same legal effect as a handwritten signature.

29 Severability

If any provision of these Terms is found invalid, the remaining provisions remain in full force.

30 NO Waiver

Failure by MindPay to enforce any right does not constitute a waiver of that right.

31 Entire Agreement

These Terms constitute the entire agreement between the User and MindPay regarding Platform use and supersede all prior agreements.

32 Language

These Terms may be translated into multiple languages.

In the event of discrepancies, the English version shall prevail.

33 Contact Information

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Czech Republic

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Support	support@mindpay.finance

Get in touch

For any questions regarding this document or your account

EMAIL

support@mindpay.finance

WEBSITE

mindpay.finance

ADDRESS

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