

MindPay – Multicurrency Payments & Financial Services Platform

User Agreement

MindPay s.r.o. · Czech Republic

VERSION

EFFECTIVE DATE

JURISDICTION

1.0

19.05.2026

Czech Republic · EU law

mindpay.finance

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USER AGREEMENT

Introduction

This User Agreement (“Agreement”) governs your access to and use of the MindPay Platform (“Platform”), including websites, mobile applications, APIs, software, and related services provided by MindPay s.r.o. (“MindPay”, “we”, “our”, “us”).

By creating an Account or using the Platform, you acknowledge that you have read, understood, and agreed to be bound by this Agreement.

MindPay provides technology enabling access to financial services through licensed third-party partners. MindPay is not a bank and does not directly hold customer deposits.

2 Company Information

MindPay s.r.o.

Křemenáčová 90/6

104 00 Prague 10 – Pitkovice

Czech Republic

Company ID (IČO)	24943878
Website	MindPay.finance
Support	support@mindpay.finance

3 Definitions

- Account — your user profile or business account on the Platform.
- User — any individual or entity using the Platform.
- Business User — a legal entity, sole proprietor, freelancer, or organization using the Platform for commercial purposes.
- Partners — licensed Electronic Money Institutions (“EMIs”), payment institutions, banks, and other regulated financial service providers.
- Services — payment services, e-money services, account infrastructure, card services, API access, analytics, and related fintech services.
- Restricted Activity — any prohibited use of the Platform under this Agreement.
- Platform — all MindPay software, applications, APIs, dashboards, websites, and infrastructure.

4 Eligibility

To use the Platform, you must:

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

Using the Platform constitutes a legally binding agreement between you and MindPay.

MindPay may refuse onboarding or access at its sole discretion.

5 Account Registration & Verification

5.1 KYC/KYB Requirements

You must complete Know Your Customer ("KYC") or Know Your Business ("KYB") verification. MindPay may request:

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

5.2 Enhanced Due Diligence

Enhanced Due Diligence ("EDD") may apply to high-risk users, PEPs, high-risk jurisdictions, or unusual transactions.

5.3 Ongoing Monitoring

MindPay conducts ongoing monitoring and periodic reviews as required by law.

6 Services

The Platform may provide access to:

- personal and business payment accounts
- virtual IBANs

- SEPA and SWIFT transfers
- cross-border payments
- payout infrastructure
- card services
- API and embedded finance services
- white-label financial infrastructure
- account management tools
- transaction analytics.

Regulated financial services are provided exclusively by licensed Partners.

Partner terms may apply and may prevail over this Agreement.

Service availability may vary by jurisdiction, regulatory restrictions, and partner capabilities.

7 Safeguarding of Funds

Funds held through regulated services:

- may be safeguarded by EMI or Banking Partners
- may be segregated from operational funds
- are not deposits unless explicitly stated
- may not be covered by deposit guarantee schemes.

MindPay does not guarantee repayment of safeguarded funds in the event of partner insolvency.

8 Payment Services

MindPay and its Partners may delay, block, reject, or reverse transactions due to:

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

You are solely responsible for the accuracy of payment instructions.

9 Security & Strong Customer Authentication

MindPay may apply Strong Customer Authentication (“SCA”), including:

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

You must protect your credentials and devices.

10 Unauthorized Transactions

You must notify MindPay immediately if you become aware of:

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

Delayed notification may affect reimbursement rights.

MindPay may investigate disputed transactions and cooperate with authorities.

11 AML / CFT / Sanctions Compliance

MindPay complies with applicable AML/CFT laws, sanctions regulations, FATF recommendations, EBA Guidelines, and EU AML Directives.

MindPay may:

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

You may not use the Platform for:

- money laundering

- terrorist financing
- sanctions evasion
- fraud
- illegal activity
- deceptive practices.

12 Restricted Jurisdictions

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

13 Acceptable Use

You may not:

- provide false or misleading information
- use stolen or unauthorized payment instruments
- interfere with Platform security
- attempt unauthorized access
- distribute malware or phishing content
- conduct illegal gambling
- facilitate illegal trade
- use crypto mixers or anonymization tools
- operate high-risk merchant activities without approval
- operate shell companies without economic substance.

MindPay may suspend access immediately upon suspected misuse.

14 API Access

API access may require approval and is subject to:

- authentication
- rate limits
- security standards
- technical restrictions.

You must not:

- scrape or harvest data

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

You are responsible for all actions performed using your API credentials.

15 Data Protection & GDPR

MindPay processes personal data in accordance with:

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

Personal data may be processed for:

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

Users may have rights to access, rectify, erase, restrict, port, or object to processing.

See the Privacy Policy for details.

16 Intellectual Property

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

You may not:

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

17 Fees & Taxes

Fees, pricing, FX margins, and limits may be published separately.

You are responsible for:

- taxes
- reporting obligations
- compliance with local laws.

Third-party intermediary fees may apply.

18 Availability & Technical Risks

The Platform is provided “as is” and “as available” without warranties of any kind.

Service interruptions may occur due to:

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

19 Suspension & Termination

MindPay may freeze, suspend, restrict, or terminate accounts due to:

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

You may close your Account by contacting support.

Certain obligations may survive termination.

20 Complaints

Complaints may be submitted to:

support@mindpay.finance

MindPay aims to respond within 15 business days where required under PSD2.

EEA Users may escalate disputes to:

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

21 Limitation of Liability

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

- indirect or consequential losses
- loss of profits
- reputational damage
- business interruption
- partner failures
- cyberattacks
- telecommunications failures
- force majeure events.

Nothing in this Agreement excludes liability where prohibited by law.

22 Indemnification

You agree to indemnify and hold harmless MindPay, its directors, employees, partners, and affiliates from any claims, damages, losses, liabilities, penalties, or expenses arising from:

- violation of this Agreement
- violation of applicable laws
- misuse of the Platform
- third-party claims resulting from your actions.

23 Third-Party Services

MindPay is not responsible for:

- actions or omissions of EMI or Banking Partners
- card issuers
- FX providers
- correspondent banks
- payment networks
- regulatory decisions affecting partners.

Partner terms may apply and may prevail.

24 Force Majeure

MindPay is not 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

You consent to receive notices, disclosures, and legal documents electronically.

26 Changes to Agreement

MindPay may update this Agreement.

Continued use of the Platform constitutes acceptance of the updated version.

27 Governing Law & Jurisdiction

This Agreement is governed by the laws of the Czech Republic and applicable EU legislation.

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

Consumers may have additional rights under local laws.

28 Contract Formation

Using the Platform constitutes acceptance of this Agreement.

Electronic acceptance has the same legal effect as a handwritten signature.

29 Severability

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

30 No Waiver

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

31 Entire Agreement

This Agreement constitutes the entire agreement between you and MindPay regarding Platform use and supersedes all prior agreements.

32 Language

In case of discrepancies, the English version prevails.

33 Contact Information

MindPay s.r.o.

Křemenáčová 90/6

104 00 Prague 10 – Pitkovice

Czech Republic

Support

support@mindpay.finance

Get in touch

For any questions regarding this document or your account

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WEBSITE

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ADDRESS

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