

## GENERAL TERMS AND CONDITIONS OF KYC CENTER

### 1 GENERAL PROVISIONS AND TERMS

- 1.1 These General Terms and Conditions for the Provision of Services by KYC Center (hereinafter referred to as the 'General Conditions') govern the rights and obligations of the Parties when providing the KYC Center payment method service between OÜ KYC Center (registration code 14368850, address: 17-8, Tallinn 13516; hereinafter "KYC Center") and by an individual (hereinafter referred to as the Client), hereinafter collectively referred to as the "Parties" or individually the "Party".
- 1.2 General Conditions are binding on the Parties from the moment when the Customer selects the KYC Center payment method service in the online store or downloads the KYC Center mobile application.
- 1.3 In these General Conditions, the following terms are used:
  - 1.3.1 "KYC Center payment method" is a convenient e-commerce solution developed by KYC Center OÜ that allows an online store buyer to purchase various goods and services without immediate payment, confirming the purchase using the KYC Center mobile application (hereinafter KYC Center App). To place an order, the client must identify himself with KYC Center App and the client must pay for the goods directly to OÜ KYC Center within 30 days from the date of receipt of the goods;
  - 1.3.2 The KYC Center mobile application, hereinafter referred to as the KYC Center App, is a mobile solution developed and administered by KYC Center OÜ that allows the online store buyer to make a purchase without immediate payment by choosing the KYC Center payment method as the payment method for the purchase. The KYC Center mobile application is a simple mobile solution that includes various mobile functions (creating and managing user accounts, his orders, customer identification, tracking and order history, etc.);
  - 1.3.3 Client (buyer) - an individual who makes a purchase in an online store connected to the service of the KYC Center OÜ company, choosing the "KYC Center payment method" as the payment method when placing an order. The client of the KYC Center Payment Method service can be an adult whose legal capacity is not limited by law or a court decision. Only a resident of Estonia can be a client;
  - 1.3.4 Personal data - data on an identified or identifiable natural person that are processed during the provision of services provided by OÜ KYC Center, the main data processor of which is OÜ KYC Center or persons designated by OÜ KYC Center as authorized processors;
  - 1.3.5 Client data - any information known to OÜ KYC Center regarding the client;
  - 1.3.6 Client limit - the money limit established by OÜ KYC Center for a client, within which the client can make purchases in various online stores, and in case when it is exceeded the OÜ KYC Center may require the client to pay an advance or limit the provision of KYC Center services for this client;
  - 1.3.7 Service restriction - partial or full restriction of the KYC Center services, if a client incurs a debt or if the client exceeds the established limit;
  - 1.3.8 Client identification - confirmation of the client's identity in KYC Center App by checking the validity of client's certificate through identification service providers (Smart-ID or Mobile-ID).
  - 1.3.9 Certificate Validation Service (Validity Confirmation Services) - real-time verification of the certificate to ensure the use of the certificate and identification, or digital signature;
  - 1.3.10 Business partner - an online store that has joined the OÜ KYC Center service, i.e. seller of goods.

### 2 ORDERING WITH THE KYC CENTER SERVICE

- 2.1 To place an order using the "KYC Center payment method", the client must download the KYC Center application on their mobile phone or tablet. The KYC Center mobile app is available for free download on the Google Play and AppStore.
- 2.2 Placement of an order includes the following steps:

- 2.2.1 The buyer adds the goods to the basket in accordance with the requirements of the online store and selects the “payment method KYC Center” service as the payment method.
- 2.2.2 When choosing the “KYC Center payment method”, the buyer is directed to the KYC Center mobile environment, where he is invited to identify himself (Smart-ID or Mobile-ID, PIN1) and confirm the shopping cart with a digital signature (Smart-ID or Mobile-ID PIN, PIN2).
- 2.2.3 After confirming the purchase at KYC Center App (PIN2), an order confirmation will be sent to the client’s email address and the online store will begin to execute the order.
- 2.2.4 The goods together with the invoice will be delivered to the client in the manner specified by the client when placing the order. The invoice will indicate “30 days from receipt” as the due date and the bank details of OÜ KYC Center to make the payment. The account is available to the client in the KYC Center mobile application.
- 2.2.5 After 21 days from the date the client receives the goods, the client will be sent the invoice for the last time by e-mail and in the KYC Center mobile application, which will indicate the final amount payable, the due date and the bank details of OÜ KYC Center.

### **3 BILLS AND PAYMENT**

- 3.1 The KYC Center payment method service is free for an online store buyer. When using the “payment method KYC Center” service, in addition to the purchase amount, the client does not pay any commission for the contract, hidden or additional fees, interest or other additional obligations. “KYC Center payment method” is not a credit service.
- 3.2 Having chosen the “payment method KYC Center” as the payment method, the client must pay for the goods directly to the OÜ KYC Center bank account using the bank details specified in the invoice.
- 3.3 The OÜ KYC Center invoice must be paid no later than within 30 days from the receipt of the goods.
- 3.4 When paying the bill, the client must make sure that the payee, reference number and current account number match the data specified in the bill. When paying, you must specify the reference number (viitenumber). In case of questions or problems, the Client can contact OÜ KYC Center customer support by phone +372 5568 1157 or by e-mail support@kyc-center.com.
- 3.5 The invoice is considered paid in a timely and proper manner if the entire amount indicated on the invoice was received on the OÜ KYC Center current account no later than the payment date indicated on the invoice.
- 3.6 In case of delayed payment of the bill, the Client pays a fine on the debt in the amount specified in the contract of sale of the online store.

### **4 ASSIGNMENT OF RIGHTS**

- 4.1 After completing the order, the business partner (seller of the goods) assigns the rights arising from the purchase and sale agreement, together with possible additional obligations of OÜ KYC Center in accordance with Sections 256 and 257 of the Estonian Law of Obligations Act.
- 4.2 Notification of the transfer of rights is sent to the customer along with the invoice.

### **5 RETURN OF GOODS AND CLAIMS**

- 5.1 When using the “payment method KYC Center” service, the standard right of the customer to return the goods within 14 days is valid.
- 5.2 To return or exchange the goods, the buyer must, within 14 days from the receipt of the goods in accordance with the terms of sale of the online store, submit to the seller a declaration of withdrawal from the contract. When exercising the right to withdraw from the contract, the buyer must return the goods to the seller no later than within 14 days from the date of filing the application for withdrawal.
- 5.3 The online store informs OÜ KYC Center of the returned products and, in accordance with the information provided, OÜ KYC Center recounts the final amount payable.
- 5.4 If the invoices sent in accordance with clause 2.2.5 still reflect the products that the customer actually returned to the online store, the customer should contact KYC Center customer support by phone +372 55681157 or by email support @ kyc-center .com.
- 5.5 All complaints and claims related to the quality of the goods must be submitted by the buyer directly to the online store. If the seller of the goods violates the contract of sale concluded with the buyer,

the requirements of which were transferred to OÜ KYC Center, the buyer cannot demand a refund of money paid to OÜ KYC Center based on the submitted claims, if the buyer can demand a refund from the seller.

- 5.6 If the purchased product contains a defect, the customer has the right to contact the online store with a complaint both verbally and in writing. The online store must accept the complaint and respond to the customer in writing within 15 days. If the online store refuses to consider the complaint or the buyer does not agree with the solution proposed to him, the buyer can file a complaint with the [Consumer Dispute Commission<sup>1</sup>](#)
- 5.7 In addition to the foregoing, disputes with the online store may also be resolved out of court using [european online tool<sup>2</sup>](#).

## **6 RIGHTS, RESPONSIBILITIES, REPRESENTATIONS AND CONSENT OF THE CLIENT**

### **6.1 Client's rights:**

- 6.1.1 in case of any questions regarding the KYC Center payment method service, contact OY KYC Center support by e-mail [support@kyc-center.com](mailto:support@kyc-center.com) or by phone +372 5568 1157;
- 6.1.2 The client has the right at any time to get acquainted with the personal data used in OÜ KYC Center in accordance with the [conditions for the protection of personal data](#);
- 6.1.3 in case of temporary difficulties with payment and in case of late payment of the bill, contact OÜ KYC Center to set up a payment schedule in accordance with [the terms of debt collection](#);
- 6.1.4 stop using KYC Center at any time by deleting their account. All payment obligations arising from purchases made using the "KYC Center payment method" service remain valid until fulfillment of obligations to OÜ KYC Center.

### **6.2 Client's obligations:**

- 6.2.1 When making a purchase using the "KYC Center payment method" service, the client is required to indicate the correct and valid personal and contact information (name and surname, personal identification code and / or date of birth, phone, email and address of residence);
- 6.2.2 The client is obliged to immediately notify of any changes in his contact details by making changes in the KYC Center mobile application (section "Profile");
- 6.2.3 The client is obliged to timely and fully pay the bill of OÜ KYC Center;
- 6.2.4 The client is obliged to independently evaluate his solvency in such a way that, taking into account his financial situation, he will be able to timely and fully fulfill his obligations when purchasing goods;
- 6.2.5 The client is obliged to inform OÜ KYC Center if an event or circumstance that substantially affects the solvency of the client occurs or has occurred;
- 6.2.6 The client is obliged to confirm that at the time of the digital (digital) confirmation of the order (signing PIN2), the client has not initiated or declared bankruptcy or enforcement proceedings against them were started;
- 6.2.7 Before digitally confirming an order in the KYC Center App, the client must carefully read the terms of sale in the online store and the general conditions for the provision of KYC Center services.
- 6.2.8 In case of debt, the client is obliged to pay, in addition to overdue payments, the costs associated with sending reminders, and other expenses related to the collection of debt in accordance with [the terms of debt collection](#).

### **6.3 By choosing the KYC Center payment method service and signing the order digitally (using a digital signature) in KYC Center App, the client confirms that he / she:**

- 6.3.1 has all rights to conclude a purchase and sale transaction (to conclude a contract of sale of goods);
- 6.3.2 is an adult and legally capable person;
- 6.3.3 is a resident of the Republic of Estonia;
- 6.3.4 no bankruptcy proceedings have been instituted against him or her, and there is no reason to institute any other insolvency proceedings against him or her;

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<sup>1</sup> <https://komisjon.ee/et/avalduse-esitamine>

<sup>2</sup> <http://ec.europa.eu/odr>

- 6.3.5 no enforcement proceedings are being conducted against him or her, and he or she is not aware of the possibility of initiating such a case in the near future;
  - 6.3.6 he or she knows that the seller assigns OÜ KYC Center the rights of claim to the client arising from the contract of sale of goods, in particular the requirement to pay the price of the goods along with additional obligations. The Client is aware that payment obligations arising from the contract of sale of goods must be fulfilled directly to OÜ KYC Center;
  - 6.3.7 he or she knows that the claims regarding guarantees for the goods, defects in the goods or other claims regarding the execution of the contract of sale or its violation by the seller must be presented directly to the seller of the goods. Wrong fulfillment or non-fulfillment of obligations arising from the seller's contract of sale of goods does not change or terminate the client's obligations to OÜ KYC Center.
- 6.4 When using the "KYC Center payment method", the client agrees to the general conditions and agrees to the transfer of data related to orders to OÜ KYC Center.
- 6.5 OÜ KYC Center processes the personal data of the client in accordance with [the conditions for the protection of personal data](#).
- 6.6 To assess the solvency of the client and reduce risks, OÜ KYC Center uses automatic solutions and client profiling, and these actions are necessary to provide the client with the "KYC Center payment method" service. By default, OÜ KYC Center checks public and paid registries. The client has the right to refuse to use the service if the corresponding solvency assessment is not suitable for the client. Learn more about [the conditions for the protection of personal data](#).
- 6.7 The client has the right to revoke the consent specified in clause 5.2 of the conditions for the protection of personal data at any time by sending a written notice to OÜ KYC Center by e-mail [andmekaitse@kyc-center.com](mailto:andmekaitse@kyc-center.com) or by changing the corresponding settings in the KYC Center App. This right does not apply if the personal data that the Client requests to delete are processed legally, including for the collection of debts. The provisions of the General Part of the Civil Code Act regarding expression of will apply to the consent in full.

## 7 RESPONSIBILITIES AND RIGHTS OF OÜ KYC CENTER

- 7.1 OÜ KYC Center has the following rights:
- 7.1.1 process personal data of the client in accordance with the conditions for the protection of personal data;
  - 7.1.2 when providing the client with the "KYC Center payment method" service and for assessing the risks associated with this service, evaluate the solvency of the client using automated solutions and profiling (see more in [the conditions for the protection of personal data](#));
  - 7.1.3 revoke or restrict client's rights when providing the "KYC Center payment method" service and / or when using the KYC Center application, if:
    - 7.1.3.1 Customer violates these General conditions;
    - 7.1.3.2 The client knowingly provided false information about himself;
    - 7.1.3.3 Client's actions may entail legal negative consequences for OÜ KYC Center;
    - 7.1.3.4 Client's activity refers to illegal activity;
    - 7.1.3.5 despite reminders, the Client has not fulfilled his obligations to OÜ KYC Center.
  - 7.1.4 Despite the restrictions established by clause 7.1.3, OÜ KYC Center has the right to demand the fulfillment of obligations arising from the contract of sale of goods.
  - 7.1.5 unilaterally amend these General conditions and Conditions for the protection of personal data, notifying clients thereof in accordance with the conditions;
  - 7.1.6 if necessary or in case of doubt, request from the client additional information regarding the solvency of the client.

## 8 CLIENT'S LIMIT AND PRINCIPLES FOR APPOINTING A LIMIT

- 8.1 Client's Limit is the money limit set by OÜ KYC Center for the Client, within which the Client can make purchases in various online stores, and if it is exceeded, the OÜ KYC Center may require an advance payment from the Client or restrict the provision of KYC Center services.
- 8.2 OÜ KYC Center sets a limit for each Client in the total amount of 800 euros and 200 euros for each store.

- 8.3 The Client's limit includes the sum of orders submitted for execution to the online store, and the amount of completed orders, the due date of which has not yet arrived, as well as the amount of orders to be paid, but the obligations of which the Client has not yet fulfilled.
- 8.4 OÜ KYC Center has the right to increase and decrease the limit of the Client, taking into account the following principles for setting limits. When reducing and increasing the limit of the Client, the following shall be taken into account:
- 8.4.1 previous Client's payment history (compliance with the payment term for the last 1 year);
  - 8.4.2 the number of active orders and their frequency;
  - 8.4.3 public or paid credit ratings and solvency reports;
  - 8.4.4 Client's behavior in case of incurring debt
- 8.5 In case of incurred debts by the Client, OÜ KYC Center has the right to limit the availability of the "payment method KYC Center" service for the Client. The debtor is the OÜ KYC Center Client, who has past due accounts. For example, the Client has several purchase orders (completed and executed), and any invoice was not paid on time. Debt collection takes place in accordance with [the terms of debt collection](#).

## 9 FINAL PROVISIONS

- 9.1 These General Conditions enter into force on the day after their publication and remain valid for an indefinite time.
- 9.2 OÜ KYC Center has the right to change the General Conditions at any time. In case of amendments to the General Conditions, OÜ KYC Center notifies Clients through KYC Center App and / or by e-mail at least one (1) month prior to the entry into force of the changes, unless otherwise provided by the General Conditions. The amended General Terms will be published on the OÜ KYC Center website and available to KYC Center App.
- 9.3 If the client does not agree with the changes or for any other reason no longer wants to use the KYC Center service, the client has the right to immediately, without indicating a reason and without additional fees, refuse the OY KYC Center service by sending an appropriate email to OÜ KYC Center at support@kyc-center.com or, if possible, by making a selection in the KYC Center app and confirming their choice via PIN1. The application may be submitted in a free form, but it contain the following information about the Client: first and last name, personal identification code, desired date of termination of the service. After the termination of the use of the OÜ KYC Center service at the initiative of the client, the client must fulfill before OÜ KYC Center all payment obligations by the deadlines indicated in the invoices.
- 9.4 In matters not resolved in these General Conditions, relation between OÜ KYC Center and the Client are governed by the applicable laws of the Republic of Estonia and other laws regulating relations between the parties.
- 9.5 Disagreements and disputes arising in connection with the implementation of these conditions shall be resolved by the Parties mainly through negotiations. If disputes cannot be resolved through negotiations between the Parties, then OÜ KYC Center and the Client have the right to go to court to protect their rights. The dispute is resolved in the Harju County Court in Estonia, unless otherwise provided by applicable law.