

## **Warning: Phishing can lead to identity theft**

Due to currently high occurrences of phishing in the European web environment, we are urging you to be aware of fraudulent activities. Please provide your contact and payment information only in the appropriate environment of OPP or its partner (an "OPP Crowdfunding Partner"). We strongly advise you not to exchange telephone numbers or bank details or any other information about your payment or person with others through any other channel than the one provided to you by the OPP Crowdfunding Partner or ourselves. You shall also use that channel to check the status of a payment. OPP and the OPP Crowdfunding Partners will never send you SMS or WhatsApp messages with payment requests or payment confirmations.

# **OPP User Terms for Crowdfunding**

The services of Online Payment Platform B.V. ("OPP", "we") are made available to you, as a user of the websites and apps of partners of OPP ("OPP Crowdfunding Partners") to enable you to make and receive payments. Your use of our services is subject to these User Terms.

## **Section A: Introduction**

### **1. Your role**

Using our services, you may have different roles:

You can either be:

- a) the person who makes a payment (a "Payer") following the prompts of a request to pay (an "OPP Payment Request"); or
- b) the person who, through our payment services, wishes to receive a payment (a "Beneficiary");

Depending on the capacity in which you use our services, i.e. whether you are a Payer or a Beneficiary, there is a difference in what we do for you and what we expect from you.

If you do not agree to these terms, then you shall not register and click on the OPP Payment Request.

### **2. About Online Payment Platform**

Online Payment Platform ("OPP") is a Dutch limited liability company ('Besloten Vennootschap') and a payment institution with a

license from the Dutch Central Bank ('De Nederlandsche Bank').

### **3. About Online Payments Foundation**

As a payment institution, we are obliged to keep the funds we receive on behalf of others and which we may temporarily hold in escrow, separate from our own funds. Funds held in escrow are securely stored with the Online Payments Foundation. The Dutch Central Bank includes this foundation in its supervision.

### **4. Processing your personal data**

For more information about your privacy and our processing of your personal data, we refer you to our privacy policy, which you can find at the footer of our website: <https://onlinepaymentplatform.com>.

## **Section B: Your Use of our Services**

### **5. OPP Account**

An OPP Account is created for you once you register with us as a Beneficiary via the OPP Crowdfunding Partner. Payers may choose to register for an OPP Account. An OPP Account shows your personal details, any linked bank account and information about your use of our services. Use your OPP Account as an easy and secure way for your communications with us. An OPP Account is not a payment account. You can access your OPP Account by means of a username and password (login details). Your login details are personal and you are therefore advised to keep them strictly confidential. You are responsible for any use of your OPP Account

with your login details, including any damage caused by it. You must inform us if you discover or suspect that anyone other than yourself has had access to your OPP Account.

To close your account with OPP we refer you to our Account Closing Policy under <https://onlinepaymentplatform.com/en/terms-policies>.

## **6. Do's and don't's**

The following always applies:

- a) You shall comply with all applicable laws and regulations. OPP services may not be used to cheat or defraud, deceive, or in any way injure or harm others (including OPP).
- b) You shall adhere to these User Terms, but also to the User Terms of the OPP Crowdfunding Partner and you will live up to what you agreed (with other users of the OPP Crowdfunding Partner).
- c) Information you provide to us must be complete and accurate and you must also update information you have previously provided should anything change.
- d) If information is requested from you, we expect that you provide it within the period of time defined in that request and as requested. Failure to do so may be in your own detriment, as any delay may prevent us from providing our Services to you.
- e) We receive the information that we need to provide our services to you, on your behalf, from the OPP Crowdfunding Partner. You allow us to use that information.

## **7. Does a minimum age apply?**

As a minor you first need permission from your parents or legal representative(s) to use our services. We assume that you have permission to use the services of the OPP Crowdfunding Partner. You must have a valid bank account and we therefore assume that the necessary

permission from parents or legal representatives has been obtained for holding and using your personal bank account. We may request to receive a written declaration giving consent for you to use our services. If you use our services on behalf of a legal entity or company, you are solely responsible for the use made of our services and we shall assume that you are legally authorized to do so.

## **Section C: Description of our Services**

### **8. Receiving a Payment Request**

Payment Requests are sent to you on behalf of another user of the OPP Crowdfunding Partner's services. Through the services of the OPP Crowdfunding Partner, you have agreed with that user that you owe him or her an amount of money and you will therefore make a payment.

This may include the understanding that:

- a) You, as an investor, will make funds available for a project to be funded through the OPP Crowdfunding Partner (your payment is then an "Investment" and you are the "Investor"); or
- b) Your company ("Project") will regularly transfer to Investors interest on (and repayment of) an Investment (your payment is then referred to as "Return on Investment ("ROI").

You may receive OPP Payment Requests as an Investor or as a Project.

The OPP Payment Request may also be used to pay the service fees due to the OPP Crowdfunding Partner and any third party fees.

If you click on an OPP Payment Request and the payment method of your choice, follow and complete the payment process presented or execute all instructions shown in the OPP Payment Request, the payment transaction will

be executed or initiated by the payment service provider you engage as the payer and OPP will receive the payment as the payment service provider of the payee on behalf of the payee (and that may be a Project or an Investor).

OPP transfers the funds received in respect of an Investment on behalf of a Project to the Project ((making a "Payout") in accordance with the statutory reflection period applicable for crowdfunding, and potential other conditions that apply to the project ("Project Conditions"). In case you wish to cancel the Investment (before the planned expiry date of the offer or before the date on which the target funding goal has been reached) or if other Project Conditions are not met, you, as an Investor, will receive your Investment back.

Information about Project Conditions must be looked up at the OPP Crowdfunding Partner.

The OPP Crowdfunding Partner is responsible for informing us about the Project Terms on behalf of its users and you allow us to use that information to provide our services to you.

### **9. OPP Payment Request for Auto-Invest or Re-Invest**

You may agree with some OPP Crowdfunding Partners that your ROI will be automatically ("Auto-Invest") or optionally ("Re-Invest") invested in other Projects.

The Auto-Invest or Re-Invest Agreement includes the escrow arrangement subject to which we, providing OPP Escrow, will hold any ROI received on your behalf in escrow until the OPP Crowdfunding Partner notifies us 1) on your behalf about the Project and the (part of the) ROI that you wish to invest ("Invest Information") or 2) a request to Payout the ROI instead.

If we don't receive any Invest Information during the ninety (90) days after Payment Confirmation, a Payout will be made to your bank account within one working day after these ninety (90) days. If the Auto-Invest Agreements made are no longer in effect or if you choose for Payout under a Re-Invest Agreement, then Payout to your bank account will follow within one business day of the OPP Crowdfunding Partner letting us know.

The OPP Crowdfunding Partner is responsible for providing the Invest Information on your behalf and you allow us to use that information to provide our services to you.

### **10. Accepting payments**

- a) You can inform the OPP Crowdfunding Partner that you want to register as a payment service user of OPP. By going through a registration process in which you shall accept these User Terms and provide all requested information, an OPP Account will be created for you. We will confirm your (personal) details and, as a payment institution, we are obliged to establish and verify your identity. This is done to prevent money laundering and terrorist financing. Your bank account details are required for us to process the Payout to you. We may ask you for additional information at a later stage. You are expected to provide the requested information correctly and completely before we can process a Payout to you.
- b) b) You are obliged to notify us if you are a Politically Exposed Person (PEP). You can determine whether you are a PEP by referring to the guidelines on our website. We shall assume that you are not a PEP if you have not informed us that you are a PEP. More information about PEPs and how to report this to us can be found in the frequently asked questions (FAQ) on our website.

- c) We monitor the payment details that we receive when processing the payment by means of an OPP Payment Request to prevent fraud, money laundering and terrorist financing. We apply certain limits for our services and apply risk-based restrictions to ensure we provide our services safely and securely and in compliance with applicable laws and regulations. We will notify you in advance of applicable limits and restrictions where possible.
- d) All information requested by or on behalf of OPP you shall provide completely and correctly. If you register as a Project and therefore on behalf of a legal entity or company, you warrant that you are authorized to legally represent that legal entity or company you are registering and that you shall act on behalf of that legal entity or company. If we have any reason to doubt the information you have provided, we may close the relevant OPP Account and discontinue our services.

### **12. Costs for OPP Payment Requests**

Before you decide to use an OPP Payment Request to make or to receive a payment, the OPP Crowdfunding Partner is responsible for letting you know if you will be charged any fees for it and their amount.

### **13. Payout**

Once we have received notification that the payment will be or has been made, we will notify the OPP Crowdfunding Partner, who, on its turn, will notify the users involved that the payment has been successful ("Payment Confirmation").

For OPP Payment Requests for Investments, we will make the Payout to the Project within one business day after the OPP Crowdfunding Partner notified us that the Project Conditions were met.

For OPP Payment Requests for ROI, we will make the Payout to the Investor within one business day after the Payment Confirmation or in accordance with any other arrangements made between the OPP Crowdfunding Partner and you about which the OPP Crowdfunding Partner informs OPP.

For OPP Auto-Invest Payment Requests, Payout will be made to the (Auto-Invest) Project within one working day after OPP receives the Auto-Invest Information. If OPP does not receive Auto-Invest Information during ninety (90) days after Payment Confirmation, Payout will be made to the Investor within one business day after those ninety (90) days elapsed.

### **14. Attention**

Any damages you may incur due to paying a different amount than you agreed upon, paying too late or to another person or Project than you chose or does something else go wrong due to the use or misuse (by yourself or a other) of an OPP Payment Request, are for your own account, except if that happens due to our intent of gross negligence. Also, OPP shall in such a case, in respect of payments for which Payout has not yet been made, on your request, put the Payout 'on hold' until OPP has established what happened.

## **Section D: Other general provisions**

### **15. These User Terms**

We reserve the right to amend these Terms of Use at any given time. If we do so we will notify you and ask you to accept the amended User Terms.

### **16. Ending your agreement with OPP**

You can close your OPP Account at any time. You can also cancel your payment service agreement with us at any time. Access to your (seller) OPP account stops with your

cancellation. At all times, your payment service agreement with us will terminate upon termination of your agreement with the OPP Crowdfunding Partner.

### **17. Availability of our services**

We cannot and do not warrant that OPP Payment Requests will work at all times nor that payment methods are always available.

### **18. Non-performance or breach by you**

In the event of (a reasonable suspicion of) fraud, abuse of our services, or any perceived negligence in performing your obligations, violating our prohibitions or expectations, harming our interests or those of others, we shall deactivate the OPP Payment Request or decide to withhold Payout or to process a refund (to the Payer), without incurring you liable.

If it has been established that we have incurred damage as a result of your act or omission as a consumer, we may settle this with the Payment. If you use OPP Payment Requests and OPP Escrow for business, you indemnify us against all possible damage that we suffer due to your actions or omissions and we will settle the Payment or collect the relevant amount from your bank account.

## **19. Liability**

### **19.1 Our liability**

We can only provide our services with respect to OPP Payment Requests if everyone involved complies with its obligations towards us and towards each other. We do not accept any liability for damages that someone involved incurs due to the non-performance of another party than OPP. In addition, we limit our liability for damages to the amount of the payment. We are fully liable for damages that you have incurred as a result of our intent or gross negligence at all times.

### **19.2 Your liability**

You are liable for any damages we may incur in connection with your acts, omissions or non-compliance with these User Terms.

## **20. Complaints**

### **20.1 About other users**

We register and monitor the complaints we receive about users of our services. We may decide (in the event of multiple complaints) to block certain users from using our (payment) services, for the purpose of safeguarding the integrity of our services.

### **20.2 About OPP**

If you have a complaint regarding our services, we would like to resolve it together. You can report your complaint through the support page on our website. If you have incurred damage and you believe that we are liable for it, you must report this to us in writing and explain to us why you think we are liable.

If we cannot mutually resolve the issue and you have received payments through OPP as a consumer, you may direct your complaint to the Financial Services Complaints Institute ('Kifid') ([www.kifid.nl](http://www.kifid.nl)). The Kifid makes a binding decision.

You can always start legal proceedings at the competent court in your country of residence if you want to hold us liable for something.

For users representing a legal entity, jurisdiction lies with the court in Rotterdam, the Netherlands.

## **21. Governing law**

In providing our services, we comply with Dutch law and, if you pay or receive payments as a consumer, with the mandatory provisions that apply in the country where you live.

