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Subscription Terms

for payabl. Business Accounts

(UK region only)

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Note: Please print a copy of this document and retain it for future reference

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Subscription Terms for Business Accounts (UK Region)

These Subscription Terms for Business Accounts (UK Region) (the "**Subscription Terms**"), together with the General Terms, Business Account Terms and Card Terms, the Privacy Policy, any application or onboarding forms, and any other terms and conditions applicable to the payabl. Business Account Services provided to you under a subscription-based pricing model, form part of the Agreement between you and payabl., as such term is defined in the General Terms.

The current version of these Subscription Terms, as amended from time to time, is published on payabl.'s website at: https://payabl.com/legal/business-account-subscription-terms.

These Subscription Terms form an integral part of the Agreement. By accepting these Subscription Terms, whether directly or by reference, or by paying the Subscription Fee, you confirm that you have read, understood and agreed to be bound by the General Terms, Business Account Terms, Card Terms and these Subscription Terms. You should download and retain a copy of the Subscription Terms for your records. You may request a copy of the Subscription Terms applicable to you at any time, including in paper form, and we will provide it to you.

Capitalised terms used in these Subscription Terms but not defined herein have the meanings given to them in the General Terms, Card Terms and Business Account Terms, as applicable.

The Services under these Subscription Terms are available only to corporate customers and are subject to the eligibility and availability criteria set out below.

You represent and warrant that the person accepting these Subscription Terms on your behalf is your duly authorised representative and has full legal capacity and authority to bind you to these Subscription Terms.

1. **Which documents regulate the Subscription?**
   - 1.1. The Subscription shall be governed by these Subscription Terms, the Business Account Terms and the General Terms. In addition, the use of Cards shall be governed by the Terms and Conditions for payabl. Mastercard Business Debit Card. The relevant documents can be found on our Legal page at www.payabl.com/legal and via the links below:
     - a. The General Terms: https://payabl.com/legal/general-terms.
     - b. The Business Account Terms: https://payabl.com/legal/business-account-terms.
     - c. Terms and Conditions for payabl. Mastercard Business Debit Card (the "**Card Terms**"): https://payabl.com/legal/business-debit-mastercard-terms-and-conditions.
   - 1.2. These Subscription Terms shall prevail over the Business Account Terms, the General Terms and the Terms and Conditions for payabl. Mastercard Business Debit Card, but only in relation to the exact subject matter governed by these Subscription Terms.
   - 1.3. These Subscription Terms shall not affect or limit any termination rights of payabl., liability allocation, or other rights and obligations of payabl. as provided by the Business Account Terms, Card Terms or the General Terms.

2. **What are these Subscription Terms about?**
   - 2.1. These Subscription Terms grant you access to our Business Account services according to the specific plan (the "**Subscription**") selected and the allowances defined for that plan level, as provided on the Subscription Plan page available at https://payabl.com/gb/business-accounts/pricing. You may access these services for the duration of your subscription period, provided you pay the applicable Subscription Fees. These Subscription Terms also contain other important information about your Subscription.
   - 2.2. Customers using the Business Account Services and the Card Services under a Subscription shall be referred to as a "**Subscription User**".
   - 2.3. These Subscription Terms shall govern the relations between you and us, Payabl. (UK) Limited ("**payabl.**" or "**payabl. UK**") as defined in the General Terms, regarding your access to the Subscription. You may learn more about payabl. UK, the complaints procedure, and other conditions that apply to the Services provided under the Subscription in the General Terms.
   - 2.4. These Subscription Terms are applicable only to customers of payabl. UK whom we have accepted as eligible for the subscription-based service.
   - 2.5. All functionality in relation to Subscription management can be found on the Portal. Some functions may not be available in the Mobile Application.

3. **How to enroll in the Subscription and Eligibility criteria**
   - 3.1. Please visit our website at www.payabl.com, fill in the application form, and enroll in our Subscription.
   - 3.2. To be eligible for a Subscription, you must be a corporate entity incorporated in the United Kingdom that we have accepted as a Subscription User based on the criteria below.
   - 3.3. You cannot be a Subscription User if:
     - a. You are a sole trader, a partnership, or any other form of individual business;
     - b. You are an individual, or you plan to use the Business Account for personal purposes;
     - c. Your business was incorporated less than six (6) months before your application;
     - d. Your business is not currently active;
     - e. You operate in high-risk industries (such as adult content, gambling, etc.), or in an industry or business category that is not included in the Eligible Business Types list in Clause 15 below; or

f. You do not meet our internal onboarding requirements and eligibility criteria.

3.4. Once we receive your application for a Subscription-based Business Account, we will perform our automated checks. We will notify you of our decision as soon as reasonably practicable. Please note that we reserve the right to refuse your application at any time.

3.5. If we cannot accept you as a Subscription User, we may offer you alternative onboarding options, such as a plan based on an individual Fee Table. Please contact us at info@payabl.com if you have any questions about the onboarding process or if your application was rejected.

3.6. The Business Types currently eligible for onboarding under the Subscription offering are listed in Clause 15 below.

4. **What Subscription Plans do we have?**

4.1. We offer three Subscription Plans: Foundation, Core, and Expansion. Each plan includes different free allowances for Transactions, Cards, and Authorised Users.

4.2. Please refer to the Subscription Plan page to review the specific allowances, tiers, and Subscription Fees.

4.3. Subscription Plans are paid monthly as set out in these Subscription Terms. Each plan includes monthly free allowances (such as local and/or international Transactions, foreign exchange services, and Authorised User seats) and Card issuance limits, as detailed on the Subscription Plan page.

4.4. Your chosen Subscription Plan applies to all UK Business Accounts you open (applicable to one legal entity only). If you have multiple Business Accounts, your plan's allowances are shared across all of them. The allowances stated in the plan apply collectively to all your accounts; we do not provide separate allowances for one Business Account only.

4.5. There is no limit to the number of Business Accounts you can open as a Subscription User. However, we may charge additional fees for any accounts or usage that exceed your plan's allowances.

4.6. We reserve the right to change our plans, features, and fees from time to time according to the rules and procedures stated in the General Terms.

4.7. Some services and features may take time to process (for example, printing and shipping a physical Card). In some cases, we may also need to charge you for the actual costs of providing a specific service. We will inform you of any such costs separately.

5. **Changing the Subscription Plan**

5.1. You may change the Subscription Plan any time you like, subject to limitations and conditions stated in these Subscription Terms. For upgrading your Subscription Plan, you will need to pay extra amounts from your primary account according to the price of the Subscription Plan.

5.2. **Upgrading the Subscription Plan.**

a. Subscription Plan upgrades take effect immediately upon your confirmation. The billing cycle resets to the date of the upgrade.

b. You will be required to pay the full cost of the upgraded Subscription Plan. Any unused days from your previous Subscription period will be refunded to you on a pro-rata basis within ten (10) business days of the upgrade.

c. You must have sufficient funds to cover the full Subscription Fee for the upgrade to proceed. If you do not have enough funds, you will be unable to upgrade your Subscription Plan.

d. The new plan and full allowances apply immediately once the Subscription Fee is paid. The new thirty (30)-day Subscription period begins at the moment of payment.

5.3. **Downgrading the Subscription Plan**

a. Subscription Plan downgrades take effect at the end of the current Subscription period. You are not entitled to any refund or pro-rata return if you choose to downgrade. All allowances under your current plan will remain available until the end of the current Subscription period.

b. You can schedule a downgrade at any time, subject to the Anti-abuse lock mechanism described below. You may cancel a scheduled downgrade before it takes effect. Charges will only be incurred once the downgrade takes effect.

c. Once the downgrade takes effect, all allowances will be updated to match the new Subscription Plan. Any Cards, Business Accounts, or other functions that exceed the new allowances will be charged as set out in clause 11 below.

5.4. **Anti-abuse lock for Subscription Plan downgrades.** To prevent the abusive use of Subscription Plan allowances, an anti-abuse lock applies in certain circumstances involving repeated Subscription Plan changes. If you upgrade your Subscription Plan, subsequently downgrade it, and then upgrade it again within sixty (60) days after the downgrade took effect, a ninety (90)-day lock will apply to the Subscription Plan selected for the last upgrade. During the lock period, you will not be able to downgrade your Subscription Plan. You may still upgrade to a higher Subscription Plan, but doing so will not reset or extend the lock period. Before confirming the upgrade that triggers the lock, you will be notified of the lock and required to acknowledge its application. The lock will automatically expire ninety (90) days after it is triggered. The lock does not affect your right to cancel your Subscription or terminate the Agreement.

6. **Cancellation of the Subscription**

6.1. You may cancel your Subscription at any time. The cancellation takes effect when the current Subscription period elapses. In such cases, the Subscription Fee shall not be refundable.

6.2. After your cancellation takes effect, we will keep your Business Account and Cards open, but you will lose access to the Subscription allowances as of the effective date of the cancellation.

6.3. Your Subscription will be cancelled automatically if you exercise your right to terminate the Agreement in accordance with the rules provided in the Agreement or the applicable Product Terms.

6.4. After you purchase your first Subscription Plan, you will have fourteen (14) days from the start date of that Subscription period to reconsider and cancel the Subscription without any charges. In this case, you will be eligible for a full refund of the first Subscription Plan Fee. This clause applies only if you have not used ANY included allowances (free or paid). Any use of an allowance stated in the relevant Subscription Plan, including, but not limited to, Transaction limits, foreign exchange Transactions, Card issuance, or other paid Service, shall indicate that you agree to the provision of the Services according to the Subscription Plan. In such cases, you will not have the right to a refund. For the avoidance of doubt, the "first Subscription Plan purchase" refers to the first time you purchase a Subscription after being onboarded as a Subscription User.

6.5. We may cancel your Subscription in the following cases:

a. If there are grounds to terminate or suspend the Agreement under applicable Product Terms or General Terms;
b. In the event of non-payment of the Subscription Fee for more than three (3) calendar days; or
c. If a change in circumstances means you are no longer eligible for the Subscription, but you can still receive our Services through other payment models (for example, via a personalized Fee Table).

6.6. In addition to the termination rights stated in the Card Terms, Business Account Terms, or General Terms, we may terminate the Agreement if:

a. You use our Subscription in an abusive or illegal way;
b. You are no longer eligible to receive Subscription Services from us;
c. Your actions put us at risk of breaking the law or facing action from a regulator, law enforcement agency, or government body;
d. YYou provide or have provided false, inaccurate or misleading information to us during the onboarding process.

6.7. We can decide to cancel the Subscription and terminate the Agreement for the same reasons and in the same way as set out in the current General Terms, Business Account Terms or Card Terms.

7. Subscription Fees and Allowances

7.1. The Subscription begins on the day you pay the respective Subscription Fee and lasts for thirty (30) calendar days. The minimum Subscription Term is one calendar month.

7.2. Each month, we will automatically deduct the Subscription Fee from the main available balance in your Business Account. All Subscription Plans are available only on a pre-payment basis. All fees are payable in GBP.

7.3. You must ensure there are sufficient funds in your main Business Account to cover the Subscription Fee and any other fees related to the use of a Card or Business Account. If you fail to pay your Subscription Fee on time, you have three (3) calendar days to top up your main Business Account. Otherwise, the Subscription will be automatically cancelled, and the standard fees will apply as set out in Clause 11.

7.4. You'll retain full access to the features, allowances and Cards until your Subscription Period ends. Any unused allowances cannot be carried over to a new Subscription Period. Any fees incurred in excess of the applicable allowances, as well as any fees charged before the Subscription was purchased, remain due and payable.

7.5. Any use of allowances above the set limits will be charged according to the Subscription Plan page and standard pricing as set out in clause 11 below, which you agree to by accepting these Subscription Terms.

7.6. By accepting these Subscription Terms, you agree that we may deduct the Subscription Fees and any other applicable fees from your Business Account based on your chosen plan.

7.7. All Subscription Fees include VAT. You shall indemnify and hold us harmless against any tax duties, fees, or charges that we incur in connection with the Services. Such sums may be deducted from your Business Account.

8. Refundability

8.1. The Subscription Fees are non-refundable, unless expressly provided for in these Subscription Terms or by applicable law. Any refunds will be credited to your primary Business Account.

8.2. Foreign exchange fees, fees charged for the execution of Transactions, and fees charged for usage exceeding the applicable allowances are non-refundable, unless otherwise provided in these Subscription Terms or the applicable Business Account Terms or Card Terms, or as otherwise required by applicable law.

9. Authorised User and Authorised Cardholder allowances

9.1. As part of the allowances under the Subscription Plans, you may designate Authorised Users and Authorised Cardholders, subject to the conditions set out in the Business Account Terms and Card Terms.

9.2. Please note that adding Authorised Users and Cardholders is subject to internal checks, KYC (Know Your Customer) procedures, and other requirements. We may request additional documents and reserve the right to reject an Authorised User or Cardholder. For more information, please read the applicable Business Account Terms or Card Terms. We may require time to perform these checks.

9.3. The account owner is excluded from the free user-seat allowance (meaning the account owner will not be counted as a "seat" for the purposes of the allowance calculation). Therefore, free seats apply only to subsequently invited Authorised Users or Cardholders.

9.4. Each invited Authorised User or Cardholder shall count as a seat from the date on which you initiate the invitation, irrespective of whether the invited Authorised User or Cardholder completes registration or obtains access to the Services, including where the invited user fails KYC verification, does not complete the registration process, or does not accept or act on the invitation.

10. Cards

10.1. The use of Cards is governed by the Card Terms, as amended from time to time. Please review the Card Terms carefully.
10.2. Any costs associated with the Cards, including delivery or issuance costs, which are not included in the allowances, will be charged in accordance with the Subscription Plan page.
10.3. Cards (both virtual and physical) are available in GBP, USD, and EUR. Free plan allowances apply per Card issued, not per Authorised User (for example, if one Authorised User requests three different currency variants, this will consume three Cards from a Subscription Plan allowance).

11. **What happens if you don't have the Subscription?**
11.1. If your Subscription is cancelled for any reason, your account will revert to the standard fees, which you may find here.
11.2. These standard fees will be charged in accordance with the fee table referenced above and will apply until your Subscription is renewed. We may update these fees from time to time.
11.3. The standard fees apply based on your actual use of the Business Account Services.
11.4. The standard fees will also apply if you exceed your allowances within the Subscription period.

12. **Support in connection with the Subscription**
12.1. If you have questions or issues regarding these Subscription Terms or the Services, please contact us at banking.supportuk@payabl.com or through the Portal.
12.2. Support will be provided in English and is subject to the conditions stated in the General Terms and Business Account Terms.

13. **Privacy and Data Protection**
13.1. We will use your Personal Data, and the Personal Data of your directors, employees, representatives, Authorised Users, and Authorised Cardholders, in accordance with our Privacy Policy, available at (https://payabl.com/privacy-policy),and the data protection provisions of the General Terms, which form part of the Agreement. We act as an independent controller of this Personal Data, including where we carry out onboarding, identity verification, Know Your Customer and Anti-Money Laundering checks, transaction monitoring, Subscription or Card administration, or any other processing necessary to comply with our legal and regulatory obligations. We determine the purposes and means of this processing in our own right, including the right to decline to onboard, or to continue providing the Subscription or a Card to, any Authorised User or Authorised Cardholder who does not meet our onboarding, risk, or compliance requirements. You confirm that you will inform your directors, employees, representatives, Authorised Users, and Authorised Cardholders that we act as an independent controller of their Personal Data in connection with the Subscription, including by directing them to our Privacy Policy.
13.2. We will contact you regarding the operation, administration, or status of your Subscription, including by telephone, email, the Portal, or the Mobile Application, where this is necessary to provide the Services, to notify you of changes to the Subscription or to these Subscription Terms, or to comply with our legal and regulatory obligations. These communications form a necessary part of the Services and are not conditional on your consent. Any separate marketing or promotional communications about other products or services will only be sent in accordance with the marketing preferences described in our Privacy Policy, and you may opt out of these at any time.

14. **Changes to the Subscription Terms**
14.1. We may amend these Subscription Terms from time to time in accordance with the amendment provisions of the General Terms. Any changes to the Subscription Fees shall be made in accordance with the relevant provisions of the General Terms and shall be subject to any applicable prior notification requirements.

15. **Eligible Business Types**

15.1. The following business types are eligible to be onboarded for the Subscription Services:

a. Advertising platforms
b. Content Development and Marketing
c. Marketing Agency, Direct Marketing, Digital/Web marketing, Social Media Marketing
d. SEO, Traffic and website optimization
e. AI powered platforms
f. Apps, software, subscriptions, online memberships
g. Event ticketing
h. Online media articles/books/media/movies/music
i. Website and Mobile services (i.e. development, hosting, management and administration)
j. White label
k. Event planning and management services
l. Producers, content creators, event creators, filmmakers
m. Hotels and other lodging and hospitality
n. Online Booking
o. Property rentals / Camping / Glamping
p. Manufacturing of machinery and equipment, repair and maintenance
q. Other manufacturing (Food products, beverages, textiles, wearing apparel, furniture etc)
r. Printing and related services
s. E-commerce
t. Game development/Gaming studios
u. Online gaming, E-sports
v. Education / e-Learning, online schools
w. Fashion/Food & Beverage/Beauty/Cosmetics/Electronics/Furniture/Home appliances/DIY, etc
x. Transportation, ride sharing, taxi services

15.2. We may amend the list from time to time without prior notice.

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