

LION Payment UK Ltd

Terms and Conditions

LION Payment UK Ltd. is authorised and regulated in the United Kingdom by The Financial Conduct Authority ("FCA"). Our FCA reference number is 924946. This Agreement constitutes a contract between you (referred to as "you") and LION Payment UK Ltd. (referred to as "we", "us", "our"), whose registered office is at Salisbury House, 29 Finsbury Circus, London EC2M 5QQ (registered company number 12019936).

Please read the terms carefully before you start to use our site. By using this website, you agree to our terms of use as set out below. If you do not agree to these terms of use, please do not proceed.

Changes to these terms

Please check this page from time to time to take notice of any changes as they will be binding on you as we may revise these terms of use at any time by amending this page.

Limitation and Exclusion of liability

Please read these Limitation and Exclusion of Liability' provisions carefully as they exclude or limit our legal liability in connection with your use of this website. The terms and conditions and in particular the 'Exclusion of Liability' clauses shall not attempt to exclude liability that is not permissible under applicable law, including, without limitation, but not limited to, for death or personal injury, or for fraudulent misrepresentation.

These terms and conditions shall not exclude, limit or restrict our duties and liabilities to you defined under the Financial Services and Markets Act 2000, or any conduct of business rules which we are bound to comply with.

Even though we have taken all reasonable endeavours to ensure the accuracy and completeness of the content of the website, we do not warrant, undertake or represent (either express or implied) to the full extent permitted under applicable law. In any jurisdiction where we provide our services, the content or materials are appropriate or available, if you use this

12th February 2024

website from other jurisdictions, you are responsible for compliance with applicable local laws.

We do not accept any liabilities including, but not limited to, those arising from misconduct, negligence, statutory duty or otherwise (to the maximum extent permitted by applicable law) resulting from the use of or access to this website (which includes without limitation) any errors or omissions contained in this website or if the website is unavailable.

We shall not be liable for any direct or indirect:

- economic losses (including without limitation loss of revenues, data, profits, contracts, use, opportunity, business or anticipated savings);
- loss of goodwill or damages to reputation;
- special, incidental, consequential loss or damage,
- suffered or incurred arising out of or in connection with your use of this website and these terms and conditions.

Access to and use of this website is at the user's own risk. We do not warrant for damage to any property or for inherent internet risks such as loss of data, computer virus infection, spyware, malicious software, trojans and worms from the use of this website or any material downloaded from it. Also, we accept no liability in respect of losses or damages arising out of changes made to the content of this website by unauthorised third parties.

In order to maximize our customer's satisfaction, we may provide links to other websites or resources (that are not part of Lion Payment UK Ltd) for you to access at your sole discretion. When you enter the linked website, you acknowledge and agree that, we are not responsible for the availability of such external sites or its contents. We do not review or endorse and shall not be responsible or liable, directly or indirectly, for

- (i) the privacy practices of such websites,
- (ii) the content of such websites, including (without limitation) any advertising, products, goods or other materials or services on or available from such websites or resources or (iii) the use that others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

The above limitation or exclusion may not apply to you to the extent that applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages.

Our Responsibility

All reasonable endeavours will be taken to make sure that this website is kept up to date. We do not warrant or represent that such material is accurate or reliable, or that this website will always be available, or that any problems will be corrected, or that it is free of viruses and the like. We may change the content of this website at any time without notice and without any liability. We make no representation or warrant in relation to any third-party products and services that you may buy through them. So far as permitted by law, we will not be liable for any direct, indirect, incidental loss, consequential loss or damage that may arise out of your access, use or inability to use this website or our payment pages.

Safeguarding

Lion Payment UK Limited is authorised by the Financial Conduct Authority under the Payment Services Regulations 2017 (firm reference number 924946) as an authorised payments institution. As a payment institution, we must protect funds received for merchants and keep them safe and separate from our own funds – this is known as safeguarding.

We are committed to safeguarding the funds of our merchants in accordance with the Payment Services Regulations 2017. We do this by using the segregation method, which means that we hold merchant funds separately from our own funds. This segregation can be achieved by holding funds in a credit institution, such as an authorised bank or through placing funds in investment assets.

When we hold merchant funds in a credit institution, like a bank, we do so in a specially designated safeguarding account. This means that the funds are held ring-fenced and protected for the benefit of the merchant and are not accessible to Lion Payment UK Ltd for its own operational funds. The credit institution is also subject to strict regulations, which further protects the funds of our merchants. Safeguarding helps protect you if we were to become insolvent. Safeguarding regulations make sure that once we have paid any costs related to an administrator or liquidator, we must repay our merchants from our safeguarding accounts before we repay any others we owe money to.

12th February 2024

In addition to holding funds in a credit institution, we may also invest certain merchant funds in investment assets. These assets are carefully selected to ensure that they meet legal requirements, and that they are low risk and liquid. The investment assets are held in special account with an FCA authorised custodian, which means that they are not accessible to us, or any investment advisor we may appoint, for our own operational funds.

We are not a credit institution, and we are not subject to protection granted under the Financial Services Compensation Scheme (FSCS) in the UK. However, all merchant funds are held in specially designated safeguarding accounts, so at all times those funds remain protected.

External Links

In addition to the information on this website, there may be links to third party websites, the content of which is beyond our control. We provide such links to you for your convenience and reference only. The inclusion of such links is not an endorsement by us in favour of any company offering any products or services on any linked website. Use of these external websites is your responsibility. We will not be liable for any loss or damage that may arise from or relating to a linked third-party website.

Privacy

Our utmost aim is to handle all data fairly and securely. Any information you give us about yourself will be stored on our systems and may only be disclosed to, be processed and be used by us and the other companies that assist us in providing our services in accordance with our Privacy Policy.

Security

You must keep confidential any personal identification numbers or other security codes that we may give you for access to our system and comply with all reasonable instructions that we may issue in relation to keeping such personal details secure. You should also make sure that the environment is secure when you make any Internet payment transaction.

Our Rights

12th February 2024

We hold the intellectual property rights in the contents of this website and all rights are reserved. Excluding any images or photography on the website, you may download, store in cache, display and print the material and information in an unaltered form for your own personal or internal business purposes only provided that this notice appears with all copies. You must not systematically retrieve data or other content from this website to create or compile, directly or indirectly, a collection, compilation, database or directory, or, copy, retransmit, distribute or commercialise any material or information on this website, without our prior written permission.

Contact

If you have any questions, comments and requests regarding these terms, please contact us at: lionpayment@lion-pay.com.