Butler Pay User Agreement

Last updated: October 23, 2026

Offer for Access to the Functionality of the Butler Pay Solution

Terms and Definitions

Solution – the Butler Pay software suite offered by the Provider online at https://butlerpay.app (a website operated by Butler Finances Group Limited, registered office at Rm 10, 13A/F South Tower World Finance Ctr Harbour City 17 Canton Rd TST Hong Kong) under the Software as a Service (SaaS) model. This suite includes various components such as web personal accounts (WEB PA) and mobile personal accounts (TMA PA), API interfaces, and additional functional modules. These modules support the issuance of digital instruments, invoicing, etc.
User – a person who has successfully registered in the Solution's system, accepted this Offer, and uses the Solution exclusively for internal operational needs.
Partner – a User who has passed additional verification. The Partner has extended capabilities, including the creation and implementation of its own business logic based on the Solution, as well as the ability to provide services to third parties using the Solution's infrastructure. All conditions applicable to Users under this Offer apply to the Partner, along with any special conditions applicable specifically to Partners.
Provider – the entity that holds the rights to the Solution and provides access to it in accordance with the terms of this Offer, including its affiliated entities. The Provider ensures the operability of the Solution, its updates, and support during its use.
Tariffs – the fees and charges established by the Provider for Users and Partners for the use of various functions of the Solution. Tariffs may vary depending on the functions used, actions performed, User status, and other factors and are published in the Personal Account; card tariffs are also published at https://butlerpay.app/tariffs.
Action within the Solution – any use of functionality, including but not limited to: initiating the issuance of digital instruments, submitting transfer requests, issuing invoices, viewing data, and other interactions performed via the interface or API of the Solution.
Acceptance – full and unconditional agreement to the terms of this Offer, expressed through registration and the active use of the Solution's functionality. Rejection of Acceptance is only possible through complete termination of use of the Solution and deactivation of the account.
Personal Account – a secure area within the Solution intended for managing various aspects of service usage, accessing analytics, receiving notifications, and communicating with the Provider. The Personal Account is the main access point to balance status, Solution Actions, and data exchange with the Provider.

1. General Provisions

1.1. This Offer constitutes the Provider's proposal to potential Users and Partners to enter into an agreement under the terms set forth herein. Acceptance of this Offer is executed by registering in the Solution system and actively using it, reflecting the User's full agreement to the service terms.
1.2. The Provider reserves the exclusive right to amend and supplement this Offer at any time to ensure relevance, compliance with legal requirements, and alignment with business processes. Updated terms will be promptly posted in the User's Personal Account and on the Provider's website. Continued use of the Solution constitutes full acceptance of such changes.
1.3. The Provider reserves the right to refuse registration of any User or Partner without disclosing specific reasons. This may include, but is not limited to, failure to meet regulatory requirements, internal policies of the Provider, or unsatisfactory KYC/KYB results.
1.4. Acceptance of this Offer expresses the User's intent to enter into a contractual relationship with the Provider; however, it does not guarantee the commencement of services. Full contractual engagement and service delivery are contingent upon successful registration confirmation by the Provider and completion of all required checks, funding, and configurations.
1.5. If the User uses the Solution to provide services to third parties or integrate it into their own infrastructure, they automatically attain Partner status. In this case, the User undertakes to comply with the specific conditions and requirements established for Partners.

2. Subject of the Offer

2.1. The Solution offers Users a wide range of tools developed in SaaS format for process optimization and automation. Users gain access to various functionalities, including but not limited to:

- Personal Accounts (WEB PA and TMA PA), allowing management of aspects such as transactions, customer databases, issuance and administration of digital instruments, balance management, and implementation of corporate logic.
- Modern API interfaces supporting the issuance of digital instruments with customizable branding (white-label), individual limits, geographical and currency settings.
- Integrations that enable deposits and withdrawals in US dollars.
- Modules for managing US dollar balances to conduct inbound and outbound transactions.
- Payout modules that support bulk payments and allow customization of commission parameters.
- Invoicing tools including invoice creation, tracking, process automation, and integration with existing accounting systems.
- User-friendly analytics dashboards and API-based statistics providing reports, action audits, and tools for managing access rights.

2.2. The User must use the Solution solely for the internal needs of their organization and within the functional scope provided by the service. Use of the Solution's resources in violation of legal or ethical norms is prohibited.
2.3. Partners have extended capabilities to use the Solution as infrastructure for building their own business solutions, assisting third-party service delivery, and launching their own products using the Solution.
2.4. Users and Partners are required to pay the Provider compensation according to the Tariffs described in section 5 of this Offer.

3. Rights and Obligations of the Parties

3.1. Provider's Obligations:

- Ensure reliable and secure User connection to the Solution, including data encryption and protection from unauthorized access.
- In the event of technical issues on the Provider's side, promptly inform the User of the reasons and estimated resolution times.
- Perform updates and functional improvements of the Solution, ensuring minimal service disruption.
- Develop and implement mechanisms to prevent fraud and ensure transparency of Actions within the Solution.
- Continuously train and upskill staff to provide high-quality support and consultations to Users.
- Develop instructional and training materials to assist Users in learning and effectively utilizing the Solution.
- Conduct regular reviews of User feedback and suggestions to improve service quality.
- Create data backups to prevent loss in case of force majeure.
- Organize periodic webinars and presentations to introduce new features and improvements.
- Establish procedures for incident resolution and crisis management to minimize risks and ensure business continuity for Users.

3.2. Provider's Rights:

- Initiate internal reviews regarding the User's Actions in the Solution to ensure compliance with laws and this Offer.
- Conduct audits of the User's Actions without prior notice if there are reasonable suspicions of Offer or legal violations.
- Request detailed explanations and documentation from the User in case of suspected non- compliance.
- Suspend or fully block access to certain modules or the entire Solution if high risks or confirmed violations are identified.
- Conduct KYC/KYB procedures. The User agrees to provide the required documents and information

within the timelines set by the Provider.

3.3. User's Obligations:

- Use the Solution strictly according to its intended purpose and permitted functionality, avoiding misuse or unauthorized modifications.
- Avoid actions that may affect the Solution's operation, including code modification, use of malicious software, or bypassing technical or legal restrictions.
- Comply with all applicable regulations regarding Actions within the Solution, data protection, and industry policies, including AML/KYC procedures.
- Be fully responsible for the safekeeping of their authentication credentials and not share them with third parties. In case of loss, the User must promptly restore them via the Provider's services.
- Immediately notify the Provider of any suspicious activity or incidents that may impact Solution security or indicate unlawful usage.
- Regularly update software and security systems on devices used to access the Solution to maintain security standards.
- If intending to offer services to third parties and transition to Partner status, strictly comply with all Partner-specific conditions, including higher security and reporting standards.

3.4. Partner's Obligations:

- Ensure compliance with the law and the Offer by all clients served through the Solution.
- Monitor client activity regularly to detect and prevent illegal actions.
- Conduct monthly (at minimum) checks of the client base to identify and prevent illicit or undesirable activities.
- Respond promptly to alerts or suspicions regarding client violations and take appropriate measures.
- Implement and maintain monitoring and analytics systems to detect high-risk transactions.
- Conduct internal reviews and training for staff and clients on correct Solution usage.
- Provide the Provider, upon request, not only standard documentation but also additional business reputation evidence, such as recommendations, client feedback, and audit data.
- Regularly update client data, promptly amending and clarifying KYC/KYB information.
- Avoid using the Solution to offer services related to activities that may harm the Provider's reputation, including avoiding clients on sanctions lists.
- Implement technical safeguards to prevent unauthorized access to the Solution, including the use of modern cybersecurity tools, two-factor authentication, and regular software updates.
- Control employee and agent access to the Solution by implementing access rights segregation and maintaining audit logs of all Solution interactions.
- Maintain an open communication channel with the Provider to promptly respond to any security or compliance-related requests or instructions.

4. Access and Use of the Solution

4.1. Access to the functionality of the Solution is granted after successful registration and activation of the account by the Provider, which includes completion of all required verification procedures and configurations. The User and Partner must verify their identity and provide all necessary information in accordance with KYC/KYB procedures.
4.2. The Provider reserves the right to suspend or restrict access to the Solution for any User or Partner at any time in the following cases:

- Suspicion of violation of this Offer, including but not limited to illegal use of the Solution or infringement of intellectual property rights.
- Receipt of substantiated requests or orders from regulatory authorities requiring suspension or restriction of access for legal compliance purposes.
- Technical incidents or threats that may compromise the integrity and security of the Solution or its modules, users, or data, as well as detection of critical security vulnerabilities.

- Non-payment of fees or having outstanding debts to the Provider for use of the Solution’s functionality.
- Breach of data confidentiality agreements or other internal policies of the Provider that could cause harm to other Users or the Provider.
- Exceeding allowed decline rate and refund rate thresholds.
- Other cases stipulated in the Offer or related documents.

4.3. The Partner is fully responsible for all clients to whom they provide services using the Solution. This includes oversight and monitoring of client activity to prevent fraudulent actions, ensuring compliance with all applicable laws and regulations, and guaranteeing secure data use. The Provider has the right to impose additional restrictions on the actions or functionality if the Partner's activities are found to violate the Offer, the interests of other Users, or legal requirements.
4.4. In case of temporary suspension of access due to the above reasons, access may only be restored after all issues are fully resolved, violations corrected, and all conditions for reactivation set by the Provider are met.

5. Fees and Payment Terms

5.1. The use of the Solution is subject to fees. Specific rates depend on the types of Actions performed in the Solution, transaction volumes, status (User or Partner), and other parameters, and are published in the User’s Dashboard.
5.2. Fees may be fixed, percentage-based, or a combination thereof. The Provider reserves the right to modify the Fees by notifying the User or Partner via the Dashboard. Changes take effect on the date of publication or another date indicated by the Provider.
5.3. The User and Partner must maintain a positive balance with the Provider. All fees and charges per the applicable Tariff, as well as any other payments under this Offer, will be deducted from this balance. The Provider may suspend access to the Solution if there are insufficient funds in the balance. This is a key condition to ensure the timely and reliable delivery of services and minimize financial risks for the Provider.
5.4. Deductions are processed automatically. To streamline payments and reduce the risk of delays, the User must ensure proper configuration of auto-debiting. If auto-debit is not available, the User must make payment within 5 business days of receiving a notice.
5.5. If payment obligations are not fulfilled, the Provider may suspend access to the Solution until full repayment is made.
5.6. All bank charges and other payment-related costs are borne by the User or Partner. The Provider does not reimburse additional costs related to payment transactions unless explicitly agreed otherwise.

6. Taxes and Duties

6.1. The User is solely responsible for paying all applicable taxes, fees, duties, and other mandatory charges arising from the use of the Solution and the provision of services to third parties, in accordance with the laws of their country of registration or the country where activities are conducted.
6.2. The Provider is not a tax agent for the User and is not responsible for calculating, withholding, or remitting any taxes payable by the User. All payments between the Provider and the User are made without deduction or withholding of any taxes, except where otherwise required by applicable law or international treaties.
6.3. If taxes are required to be withheld from payments to the Provider under the User's local laws or international regulations, the User must gross-up the payment so that the Provider receives the full amount as if no withholding had occurred.

7. Restrictions and Prohibitions

7.1. The Solution may not be used for the following purposes:

- Actions related to money laundering or terrorist financing.
- Trading of prohibited goods and services, including but not limited to narcotics, weapons, and contraband.
- Activities that violate applicable laws.

- Attempts to transmit data or content containing malicious code, viruses, or other harmful technologies.
- Any other activities prohibited under this Offer or applicable law.

7.2. Responsibility for complying with all restrictions and prohibitions lies entirely with the User and Partner. Violations may result in contract termination, suspension of access, or other legal consequences.

8. Activity Logging and Data Storage

8.1. All exclusive rights to the Solution — including but not limited to source code, algorithms, user interface, database structure, visual elements, documentation, and branding — belong to the Provider or other rights holders.
8.2. The User and Partner are granted a limited, non-exclusive, non-transferable, and revocable license to use the Solution solely within the scope defined in this Offer. This license does not grant ownership or any intellectual property rights.
8.3. The User and Partner are prohibited from:

- Copying, modifying, distributing, leasing, publishing, or otherwise using the Solution beyond the rights granted.
- Decompiling, disassembling, reverse engineering the Solution, or attempting to access its source code.
- Using the Solution to build similar or competing services.
- Sharing access to the Solution's functionality with third parties without prior written consent from the Provider.

8.4. Violation of intellectual property rights constitutes grounds for contract termination and/or blocking access to the Solution without prior notice. The Provider reserves the right to claim compensation for damages.
8.5. The Provider may, at its discretion, provide Users and Partners access to updates, patches, or new features. These updates are also subject to the terms of this Offer and IP protections.
8.6. If the User uploads or shares content through the Solution, they grant the Provider a non- exclusive, royalty-free, worldwide, revocable, and sublicensable license to use, reproduce, distribute, adapt, and modify such content.
8.7. The User warrants that uploaded content does not infringe on third-party rights. In case of claims, the User bears full responsibility.
8.8. All suggestions for improving functionality (feedback) provided by the User become the property of the Provider and may be used without additional compensation.

9. Confidentiality

9.1. All data obtained during the interaction between the Parties, including but not limited to personal, technical, financial, and operational information, is recognized as confidential information. Such data must be protected in accordance with applicable law, the Privacy Policy, and the internal security standards of the Parties.
9.2. The Parties undertake to:

- Not disclose confidential information to third parties without the prior consent of the other Party, unless otherwise required by law or the Offer.
- Use confidential information solely for the purpose of fulfilling obligations under this Offer.
- Apply technical and organizational measures to ensure proper protection of confidential data from unauthorized access, use, or disclosure.

9.3. In the event of a leak or compromise of confidential information, the User and the Partner must immediately notify the Provider and take all possible measures to mitigate negative consequences and prevent recurrence.
9.4. Users must obtain all necessary consents from data subjects for the transfer of information within the framework of using the Solution. Users are responsible for the lawful collection, storage, and transfer of information (especially personal data) to the Provider. Users represent and warrant that any third-party data provided to the Provider by them or their associated platform for the purposes of reading, storing, or processing:

(a) the Users are (i) considered controllers and (ii) agree to act as controllers;
(b) such data has been collected and obtained from the respective party in full compliance with applicable data protection laws relevant to such third parties as data subjects; and
(c) such data has been transferred with the explicit and informed consent of such parties for the transfer and processing of that data.

10. Liability of the Parties

10.1. The Provider shall not be liable for any direct, indirect, incidental, special, punitive, or other damages arising from or in connection with the use or inability to use the Solution, including but not limited to: loss of profit, data, business interruption, reputational damage, or other economic losses, even if the Provider has been advised of the possibility of such damages. This clause remains applicable regardless of the form of action, whether contract, warranty, or otherwise.
10.2. The Solution is provided "as is" and "as available", without any express or implied warranties, including but not limited to warranties of fitness for a particular purpose, non-infringement, merchantability, or quality. The Provider does not warrant that the Solution's features will be uninterrupted or error-free, that defects will be corrected, or that the Solution will be compatible with any system or device.
10.3. The total liability of the Provider for any claims arising from this Offer or the use of the Solution during the entire term of the agreement is limited to the total amount of fees actually paid by the respective User or Partner in the three months immediately preceding the event giving rise to the claim, but in any case not exceeding USD 500.
10.4. The User and the Partner bear full responsibility for compliance with all applicable laws and third-party rights, as well as for any actions or omissions committed through their accounts. The User and the Partner must independently resolve any potential third-party claims.
10.5. Users must comply with all applicable laws they may be subject to. Users represent and warrant that they are not, and guarantee that none of their directors, officers, agents, employees, or persons acting on their behalf are designated persons and are not acting directly or indirectly on behalf of a designated person. Users must provide the Provider with information regarding any claims, lawsuits, legal proceedings, or investigations against them or such persons in relation to sanctions by any sanctioning authority, within the limits allowed by law, immediately upon becoming aware.
10.6. If a third party makes a claim or demand against the Provider due to violations of obligations or laws by the User or Partner, the User or Partner undertakes to fully compensate the Provider for any losses, including legal expenses and other costs arising from such claim or demand.
10.7. The User agrees to defend, indemnify, and hold harmless the Provider, its affiliates, as well as their directors, officers, agents, contractors, and employees from any and all losses, liabilities, claims, expenses (including legal fees), and damages arising from, related to, or in connection with the use of the Solution, breach of the Offer, or posting or transmission of any materials through the Solution. This includes, but is not limited to, any third-party claim that any information or materials provided by the User infringe on intellectual property or other proprietary rights of a third party.
10.8. This section of the Offer shall apply to the maximum extent permitted by applicable law and does not limit the liability of the Parties where such limitation is expressly prohibited by law.

11. Governing Law and Dispute Resolution

11.1. This Offer, including its interpretation, application, and enforcement, shall be governed by the law of the Provider's country of registration.
11.2. All disputes and disagreements arising between the Parties shall be resolved through negotiations. The Parties agree to make reasonable efforts to reach a peaceful resolution, including mediation if necessary. If no agreement is reached within 30 calendar days from the start of negotiations, the dispute shall be submitted to the competent court at the place of registration of the Provider.
11.3. All disputes are to be resolved individually. The User waives the right to participate in any class, mass, or collective actions against the Provider.

12. Additional Terms

12.1. Specific modules and components of the Solution may be governed by special terms of use posted in the Personal Account or provided in another written form. These terms are binding upon acceptance or commencement of use of the respective functionality.
12.2. The Provider engages third-party services, integrations, and providers, including its card-issuing partner Valut (https://pro.valut.com), the Visa and Mastercard card networks, payment service providers, and merchants of goods and services. The relationship between the User or Partner and such third parties is governed by their own terms. The Provider is not responsible for the acts or omissions of such third parties, their outages, their decisions to decline or block operations, their fees, or the quality, availability, or any consequences of using their services, including goods and services paid for with a card.

13. Data Security

13.1. The Provider shall take all necessary technical and organizational measures to protect User and Partner data from unauthorized access, destruction, alteration, blocking, copying, provision, and dissemination.
13.2. The Parties agree to immediately notify each other of any security incidents that may affect the confidentiality, integrity, or availability of data.
13.3. The Provider conducts regular security audits aimed at identifying and eliminating potential vulnerabilities in the Solution.
13.4. The Provider uses modern encryption methods to ensure the security of data transmission and storage.

14. Technical Support

14.1. The Provider offers technical support to Users and Partners via electronic communication channels specified in the Solution's interface, including email, feedback forms, messengers, and hotline numbers (if applicable). Support hours are indicated in the Personal Account interface or otherwise communicated to the User and may be changed without prior notice.
14.2. The Provider makes reasonable efforts to respond to requests related to the use of the Solution's functionality within 24 hours of receiving the request during business hours. Actual response time may depend on the complexity of the request and technical workload.
14.3. The User and/or Partner agree to provide as detailed a description of the technical issue as possible when submitting a support request, including where necessary: actions preceding the error, technical parameters of the equipment, screenshots, error messages, and other information contributing to faster resolution.
14.4. Support is provided solely within the competence of access, stability, and performance of the Solution. Support reserves the right not to provide consultations on:

- routing or payment flows through third-party services;
- selection of payment solutions, providers, or interaction with external providers;
- legal, tax, or financial consequences of using the Solution;
- any questions not related to the technical operation and interface of the Solution.

14.5. In the event the User or Partner violates the rules of interaction with technical support (including aggressive, offensive, or spam-like behavior), the Provider has the right to suspend access to support services and/or restrict access to the Solution without prior notice.

15. Technological Upgrades

15.1. The Provider is committed to continuously developing and improving the Solution by implementing modern technologies and keeping the functionality up to date.
15.2. The Provider reserves the right to add new features and perform updates that enable more efficient use of the Solution.

16. Integration with Other Systems

16.1. The Solution offers integration capabilities with external systems, including but not limited to accounting software, payment systems, and corporate CRMs.
16.2. The Provider offers open API interfaces and documentation to enable integration by Users and Partners.
16.3. The party initiating the integration is responsible for the setup and proper functioning of integrations; however, the Provider may offer consultations and technical support during the integration process.
16.4. The Provider is not responsible for failures in third-party integrated systems but reserves the right to assist in resolving issues that impact the correct use of the Solution.

17. Additional Legal Provisions

17.1. Survival of Terms

The provisions of the Offer which, by their nature, are intended to survive the termination of the agreement shall remain in full force and effect, including but not limited to: provisions regarding liability, confidentiality, data protection, dispute resolution, tax obligations, and usage restrictions.

17.2. Partial Invalidity

If any provision of this Offer is declared invalid or unenforceable by court decision or due to changes in legislation, the remaining provisions shall remain in full force and effect. The Parties undertake to in good faith replace the invalid provision with a new one that most closely reflects the original meaning and intent, considering the changed circumstances.

17.3. Relationship of the Parties

This Offer does not create any agency, partnership, franchise, employment, or joint venture relationship between the Parties. Neither Party is authorized to act on behalf of the other without prior written consent.

17.4. Waiver of Rights

Failure of either Party to exercise any right provided in this Offer shall not be considered a waiver of such right. Waiver is only valid if made in an explicit written form. All rights of the Provider are cumulative and are in addition to other remedies provided by law.

17.5. Offsetting

The Provider has the right to unilaterally offset any amounts owed by the User against any obligations of the User under this Offer.

17.6. Assignment of Rights

The User may not assign their rights and obligations under this Offer to third parties without the Provider’s prior written consent. The Provider may assign its rights and obligations to any third parties, including in cases of corporate restructuring (mergers, reorganizations, etc.).

17.7. Language of the Offer

The language of this Offer is English. Translations of the Offer may be provided in other languages solely for the User’s convenience. In the event of discrepancies or conflicts between the English version and any translation, the English version shall prevail.

17.8. Documentation and Notifications

17.8.1. All legally significant notices, messages, documents, and other actions by the Provider, sent to the User or Partner via the Solution interface, posted in the Personal Account, sent to the email address provided during registration, or via other electronic communication means (including push notifications, messengers, integrated chats), are deemed duly delivered and legally binding from the moment they are sent or published, unless otherwise specified.
17.8.2. Documents and information posted in the Personal Account interface (including tariffs, service-specific conditions, amendments to the Offer, technical and legal notices) are official and binding from the moment of publication. Posting such information in the Personal Account is equivalent to sending a written notice.
17.8.3. The User and Partner undertake to regularly check their accounts, including the Personal Account, email, and other registered communication channels, for updates relevant to the use of the Solution and the fulfillment of obligations under this Offer.
17.8.4. The User and Partner bear full responsibility for the accuracy and timeliness of the contact information provided. If there is a change, the updated contact details must be submitted to the Provider within five (5) business days. Any consequences resulting from outdated contact information shall be borne by the User or Partner.
17.8.5. In cases where special conditions for the provision of certain services specify a different method or procedure for notifications (e.g., bilateral signing, etc.), such conditions shall prevail with respect to the corresponding service.

18. Termination

18.1. Termination by Mutual Agreement

This Offer may be terminated by mutual written agreement between the Provider and the User or Partner. The termination agreement must specify the termination date and the procedure for settling obligations valid until that date.

18.2. Termination by User Initiative

18.2.1. If the User has no outstanding debts to the Provider, the balance in the Personal Account is zero or positive, and there are no open digital instruments, the User has the right to terminate the relationship by contacting support and following the instructions provided.
18.2.2. Termination of this Offer by the User does not relieve them from obligations incurred before the termination, including but not limited to: payment of accrued fees, settlement of pending Actions within the Solution, and compliance with legal requirements.
18.2.3. Upon request, the Provider will provide the User with an export of the information available in the interface, in the scope defined by applicable law and the data retention policy.

18.3. Termination by Provider Initiative

18.3.1. The Provider may terminate this Offer unilaterally with respect to a specific User or Partner by notifying them through the Solution interface or other specified means, in the following cases:

- Violation of this Offer’s terms;
- Breach of law, including in the area of AML/KYC/sanctions compliance;
- Failure to comply with identification or document submission requirements;
- Outstanding debts to the Provider;
- Conduct that harms the Provider, other Users, or third parties;
- Termination or shutdown of the Solution or its parts;
- Other cases as provided by the Offer.

18.4. Consequences of Termination

After termination of the Offer, regardless of the reason:

- The User and/or Partner must cease use of the Solution and all related Services;
- All licenses and access rights granted under the Offer are revoked;
- The Provider may retain certain User or Partner information if required for legal, accounting, or regulatory purposes;
- Provisions that by their nature survive the termination of the Offer (including but not limited to: confidentiality, intellectual property, liability, dispute resolution) shall remain in effect.

19. Anti-Money Laundering (AML) and Customer Verification (KYC)

19.1. The Provider and its card-issuing partner Valut (https://pro.valut.com) apply measures against money laundering, terrorist financing, and sanctions evasion. The User must pass these checks and provide complete and accurate information.
19.2. Identity verification (KYC) is mandatory before a card is issued: without its successful completion a card is neither issued nor topped up. KYC is also mandatory for all other financial operations, including top-ups, exchange, withdrawals, and transfers: they are not carried out until it is successfully completed. For KYC the User provides personal data and an identity document and, where required, proof of address.
19.3. Source of funds checks. The Provider may request information and documents on the origin of funds and the purpose of an operation, including account statements, contracts, invoices, income details, and the sending account. The request is sent in the app or to the User's email address. The User responds within 14 calendar days unless the request states a different period. Until the check is complete, the operation and the funds involved may be blocked.
19.4. Transaction monitoring. Incoming funds are screened for risk. Funds that receive a high risk score are not credited to the balance and are blocked until the check is complete. Card operations are additionally monitored by the issuer and the card network.
19.5. Restrictions on operations. The Provider may, without prior notice, decline an operation, suspend it until a check is complete, freeze a card or balance, limit the amount and number of operations, or terminate access to the Solution if:

- KYC has not been passed, or the information provided is inaccurate or outdated;
- the source of funds or the purpose of an operation has not been confirmed within the period set in Section 19.3;
- the User, a recipient, or a counterparty matches a sanctions list or is linked to a jurisdiction where operations are not supported;
- there are signs of fraud, money laundering, splitting of operations to avoid checks, or use of a card or account by third parties;
- the operation involves goods or services prohibited by law or by card network rules;
- this is required by the card issuer, the card network, another partner of the Provider, or a competent authority.

19.6. Funds blocked as a result of an AML check are returned to the User once the check is complete, and only to details that belong to the User, unless the law or a decision of a competent authority requires otherwise.
19.7. The Provider may report suspicious operations to competent authorities and need not disclose to the User the reasons for a refusal or block where such disclosure is prohibited by law.
19.8. KYC data and operation records are retained for the periods set out in the Privacy Policy.

20. Refunds, Disputes, and Chargebacks

20.1. Merchant refunds. If a merchant cancels a purchase or issues a refund, the funds are credited to the card used for the purchase within the time set by the merchant and the card network, usually 5 to 30 days. The credited amount may differ from the purchase amount because of currency conversion.
20.2. Unfamiliar or incorrect operations. The User immediately freezes the card in the app and contacts support

within 60 days of the operation date, stating the merchant, amount, date, and a description of the problem. Support may request supporting documents.
20.3. Chargebacks. The Provider submits the dispute to its card-issuing partner Valut. The decision is made by the issuer and the card network under their own rules; review takes up to 90 days, and a favourable outcome is not guaranteed. The Provider charges no fee for disputing an operation.
20.4. Incomplete card issuance or top-up. If the outcome of an operation is unknown, the funds are held until reconciliation with the issuer, for no more than 10 business days. After reconciliation the operation is either completed or its amount, together with the fee, is returned to the User's balance.
20.5. Fees for issuance, top-up, and exchange are not refunded once the operation is completed, except where the operation was not carried out through the fault of the Provider or the issuer.
20.6. Refunds after a block. Funds blocked as a result of an AML check are returned under Section 19.6. If access to the Solution is terminated by the Provider without a breach by the User, the remaining balance is returned within 30 days to details that belong to the User; the transfer fee is borne by the User.
20.7. The remaining balance is returned on closure of the account as follows:

- the User submits a request in the app or to info@butlerpay.app;
- the Provider closes the User's cards;
- once the issuer confirms, the Provider transfers the card balances to the User's balance; this may take up to 30 days while pending authorisations (holds) settle;
- the Provider pays the balance out to verified details that belong to the User within 30 days after all checks are complete; the transfer fee is borne by the User.

20.8. Funds withheld by a decision of a competent authority are not refunded, nor are operations confirmed with 3D Secure where the chargeback is declined.