Terms and Conditions

HelveticPay AG
Kolinplatz 17, 6300 Zug, Switzerland
Last updated: January 2026

1. Purpose and Scope

These Terms and Conditions ("T&C") govern the contractual relationship between HelveticPay AG ("HelveticPay") and its customers ("Client"). They apply to all services provided by HelveticPay in connection with customer onboarding, compliance support, and related administrative assistance for access to banking and payment services provided exclusively by regulated partner institutions.

By entering into a contractual relationship with HelveticPay, the Client confirms that it has read, understood, and accepted these T&C.

2. Regulatory Status of HelveticPay

HelveticPay AG is a Swiss financial intermediary subject to the Swiss Anti-Money Laundering Act (AMLA) and supervised by a Swiss self-regulatory organization (SRO).

HelveticPay:

- is not a bank;
- is not a payment service provider or e-money institution;
- does not execute payments in its own name;
- does not hold, safeguard, or pool client funds;
- does not provide payment accounts, IBANs, or downstream or nested payment services.

All regulated banking and payment services are provided solely by licensed partner banks or regulated payment institutions.

3. Services Provided by HelveticPay

HelveticPay provides outsourced onboarding and compliance support services to corporate clients, including:

- KYB/KYC onboarding support and documentation preparation;
- Identification and verification of beneficial owners, directors, and authorized signatories;
- Business model documentation and initial risk classification;
- Sanctions, politically exposed person (PEP), and adverse media screening;
- Periodic re-screening and compliance review support;
- Administrative handling of payment-related information strictly on the Client's instruction;

- Coordination with partner banks during account opening and review processes.

HelveticPay acts exclusively as a support and coordination function and does not replace or override the compliance, decision-making, or execution responsibilities of partner banks.

4. Excluded Services and Prohibited Use

The Client acknowledges and agrees that HelveticPay does not:

- execute payments as principal or agent in its own name;
- exercise discretionary control over client assets;
- provide omnibus or pooled client accounts;
- enable Clients to provide payment or financial services to third parties;
- support virtual asset or crypto-related services;
- accept or process cash, cheques, or cash-intensive transactions;
- support merchant acquiring, marketplace settlement, or payment aggregation models.

Any use of HelveticPay services outside the agreed scope is strictly prohibited and may result in immediate termination.

5. Client Eligibility and Restrictions

HelveticPay provides services only to corporate clients that:

- have transparent ownership and management structures;
- operate a legitimate and documented business model;
- are domiciled and operate within permitted jurisdictions;
- are not active in excluded industries or business sectors;
- are not subject to sanctions or prohibitions.

HelveticPay reserves the right to refuse or terminate a business relationship at any time where regulatory, legal, or risk considerations so require.

6. Client Obligations

The Client undertakes to:

- provide complete, accurate, and up-to-date information and documentation;
- promptly inform HelveticPay of any changes in ownership, control, management, business activity, or risk profile;
- cooperate fully with onboarding, monitoring, and review processes;
- ensure that all instructions and transactions have a clear and lawful economic purpose;
- comply with applicable laws, sanctions, and regulations.

The Client remains fully responsible for the accuracy of all information provided.

7. Account Structure and Payments

All payment accounts are held in the Client's own name with partner banks. Each Client is the sole legal and beneficial owner of its account balances.

Where HelveticPay is granted any account access or mandate:

- such access is limited to administrative or preparatory actions;
- HelveticPay has no discretionary authority over funds;
- final authorization and execution remain with the Client and/or the partner bank.

HelveticPay may submit payment instructions only on the basis of explicit and documented Client instructions.

8. Monitoring, Screening, and Escalation

HelveticPay performs risk-based screening and monitoring support in accordance with applicable AML and sanctions requirements.

Where suspicious activity, sanctions exposure, or inconsistencies are identified:

- HelveticPay may suspend support activities;
- matters are escalated to the partner bank and, where required, to competent authorities;
- transactions may be delayed, blocked, or refused by the partner bank.

The Client acknowledges that regulatory obligations override contractual confidentiality.

9. Fees and Payments to HelveticPay

Fees for HelveticPay services are defined in a separate service agreement or fee schedule.

Fees are payable solely as HelveticPay's own operating revenue and are not client funds held on behalf of others.

Non-payment of fees may result in suspension or termination of services.

10. Data Protection

HelveticPay processes personal data in accordance with applicable Swiss data protection law and its Privacy Policy.

Data processing is required for regulatory compliance and contractual performance. Refusal to provide required data may result in refusal or termination of services.

11. Limitation of Liability

HelveticPay is liable only for damages caused by intentional misconduct or gross negligence, to the extent permitted by law.

HelveticPay shall not be liable for:

- decisions taken by partner banks;
- delays, refusals, or blocks imposed by banks or authorities;
- losses arising from inaccurate or incomplete Client information;
- regulatory or enforcement actions affecting the Client.

12. Termination

Either party may terminate the contractual relationship subject to applicable notice periods, unless immediate termination is required for legal or regulatory reasons.

Termination does not affect statutory retention, reporting, or cooperation obligations.

13. Amendments

HelveticPay may amend these T&C to reflect legal, regulatory, or operational changes. Updated versions will be made available to Clients.

Continued use of services after amendment constitutes acceptance of the updated T&C.

14. Governing Law and Jurisdiction

These T&C are governed by Swiss law.

The exclusive place of jurisdiction is Zug, Switzerland, subject to mandatory statutory provisions.

15. Severability

If any provision of these T&C is held to be invalid or unenforceable, the remaining provisions remain unaffected.