

User Agreement

Effective date:

1. General Provisions

This User Agreement (the “Agreement”) sets out the terms and conditions under which the User may access and use the Comity Finance service (“Service”), provided by Comity Finance OÜ, a company registered in Estonia (“Company”, “we”, “us”, “our”).

Comity Finance provides the User with a technical interface for submitting a request to issue an EMI payment card. As part of the card issuance process, the EMI opens a corresponding payment account (“card account”) in the User’s name, which is required for card operations. Comity Finance does not open or service accounts and is not a provider of financial services.

This Agreement applies together with the Comity Finance Privacy and Cookie Policy. By using the Service, the User confirms that they have read and accepted both this Agreement and the Privacy and Cookie Policy. In the event of any inconsistency between the documents, the Privacy and Cookie Policy shall prevail with respect to the processing of personal data.

2. Definitions

Comity Finance Service — the web platform and/or mobile application enabling the User to interact with EMI providers through a technical interface.

EMI Provider (EMI) — a licensed electronic money institution with which the User enters into a separate agreement to receive financial services (card issuance, payments, payouts).

EMI Payment Card — a payment card issued by the EMI in the User’s name.

API Interaction — data exchange between Comity Finance and the EMI for the purposes of providing the User with EMI services.

User — an individual or legal entity using the Comity Finance Service.

3. Legal Status of Comity Finance

- 3.1. Comity Finance provides only a technical interface enabling:
 - submission of a request to issue an EMI payment card;

- initiation of payout requests;
 - display of EMI balance and transaction history;
 - customer support;
 - requests for card blocking, PIN change, and statement retrieval.
- 3.2. Comity Finance does not provide:
- payment services,
 - money transfer services,
 - money storage services,
 - electronic money issuance services.
- 3.3. All financial operations are performed solely by the EMI in accordance with its own terms and policies.

4. Relationship Between the User and EMI

- 4.1. By submitting a card issuance request, the User enters into a direct agreement with the EMI.
- 4.2. The EMI's terms are binding and take priority over Comity Finance's terms with respect to financial operations.
- 4.3. The EMI independently performs:
- customer identification (KYC),
 - AML/CTF compliance checks,
 - transaction monitoring,
 - service approval or rejection.
- 4.4. Comity Finance has no authority to influence EMI decisions.

5. Account and Identification

- 5.1. The user can create an account in Comity Finance independently or after redirecting from the Comity platform. Registering an account does not mean providing access to EMI's financial services.
- 5.2. To access the functionality related to issuing the card, initiating payments, and displaying EMI data, Comity Finance must receive the following information from the Comity platform:
- the User's email;
 - user_id on platform Comity;
 - KYC status on platform Comity (informational only).
- 5.3. Before receiving this data and confirming the status from EMI, the User may have limited access to the Service, including:
- viewing the interface;

- account settings;
 - contacting Comity Finance support.
- 5.4. The User understands and agrees that:
- Comity Finance does not conduct KYC and does not make decisions about onboarding;
 - access to EMI services is provided only after data transfer from Comity and after passing checks at EMI;
 - Comity Finance has the right to limit functionality before receiving a status confirmation.
- 5.5. Full identification and decision-making on the provision of financial services is carried out exclusively by EMI in accordance with its AML/KYC procedures and internal risk regulations.

6. Payments and Payouts

- 6.1. All payments and payouts are executed solely by the EMI.
- 6.2. Comity Finance does not store User funds and has no access to User cards.
- 6.3. Initiating a payout in Comity Finance means transmitting an API request to the EMI on behalf of the User.
- 6.4. The EMI may reject a payout if:
- AML/KYC rules are violated;
 - a transaction is suspicious;
 - the card is blocked;
 - limits are exceeded.

The User may initiate a payout through the Comity Finance interface. The payout is executed solely by the EMI and only after EMI confirmation.

7. Fees

- 7.1. Comity Finance may charge a fixed fee for using the interface or additional functionalities.
- 7.2. EMI fees (card issuance, card maintenance, transfers, etc.) apply separately and are determined by the EMI.

8. Usage Restrictions

The User agrees not to use the Service for:

- money laundering or terrorist financing;

- illegal activities;
- sanctions evasion;
- fraud;
- violations of EMI terms.

The EMI or Comity Finance may restrict or terminate access upon detection of violations.

9. Sanctions Restrictions

- 9.1. The User confirms that they are not a citizen, resident, beneficial owner, representative, or person controlled by any state or territory included in:
- OFAC sanctions lists (including the SDN List);
 - European Union sanctions lists;
 - United Nations sanctions lists;
 - FATF High-Risk Jurisdictions;
 - FATF Grey List jurisdictions;
 - any other sanctions lists applicable to the financial sector or EMI providers.
- 9.2. Use of the Service is prohibited for individuals associated with sanctioned regimes, as well as citizens or residents of the following countries and territories:
- DPRK (North Korea)
 - Iran
 - Syria
 - Cuba
 - Sudan and South Sudan
 - Afghanistan
 - any other territories prohibited by EMI providers or international sanctions authorities.
- 9.3. The User must immediately stop using the Service if they become included in sanctions lists or move to a sanctioned jurisdiction. Comity Finance and EMI providers may refuse service, suspend, or terminate access upon identifying sanctions risks.

10. Disclaimer of Warranties and Exclusion of Consumer Guarantees

- 10.1. The Service is provided to the User on an “as is” and “as available” basis. Comity Finance makes no express or implied warranties regarding:
- uninterrupted, error-free, or correct Service operation;
 - Service availability or compatibility;
 - suitability for a particular purpose;

- accuracy or completeness of displayed data;
 - uninterrupted operation of third-party services, including EMI services.
- 10.2. The User acknowledges and agrees that Comity Finance provides no consumer warranties within the meaning of EU law, including but not limited to warranties of quality, fitness for a particular purpose, commercial value, or warranties arising from business practice. Any mandatory consumer guarantees, if applicable, apply solely to the User–EMI relationship.
- 10.3. The User uses the Service at their own risk. Comity Finance is not responsible for technical limitations, incompatibility issues, connectivity interruptions, or other factors affecting Service availability or performance.

11. User Support

- 11.1. Comity Finance provides support to the User regarding use of the Service, display of data, technical issues, and requests transmitted to the EMI.
- 11.2. The user can contact Comity Finance support through the following channels:
- email: support@comity.fi;
 - feedback form in the Service interface.
- 11.3. Comity Finance strives to provide the following approximate deadlines for processing requests:
- up to 48 hours — standard inquiries;
 - up to 24 hours — technical errors or availability issues;
 - as quickly as possible — card blocking or suspected compromise (if supported by EMI API).
- 11.4. These timeframes are not binding and may vary.
- 11.5. Comity Finance does not provide financial advice and does not handle disputes related to transactions, chargebacks, declines, limits, AML checks.
- 11.6. Comity Finance cannot modify EMI decisions, accelerate transactions, or approve/decline payments.
- 11.7. Comity Finance has no access to User funds, card details, PIN codes, or other sensitive data.
- 11.8. If a User inquiry relates to EMI functionality (payouts, limits, transaction errors, AML blocks), Comity Finance may forward it to the EMI. Processing times are determined exclusively by the EMI. Comity Finance is not responsible for delays caused by the EMI.

12. Limitation of Liability

Comity Finance shall not be liable for:

- EMI refusal to issue a card;
- payout delays;
- AML/KYC blocks;
- EMI system errors or outages;
- closure of an EMI account;
- technical failures on the side of partners;
- any financial losses of the User caused by EMI actions.

Responsibility for financial operations always lies with the EMI.

13. Data Processing and GDPR

- 13.1. Comity Finance processes only the minimum data necessary to provide access to the Service and interact with the EMI. Processing is performed in accordance with GDPR and the Comity Finance Privacy and Cookie Policy.
- 13.2. Comity Finance processes:
 - identification data received from platform Comity: email, user_id;
 - service data: KYC status on platform Comity;
 - technical data: IP address, cookies, device information, event logs;
 - EMI-provided data: card details, payment account information, transaction history, operation statuses (Comity Finance does not modify or control these data; it only displays them).
- 13.3. Data processing purposes:
 - providing access to the Service;
 - transmitting requests to the EMI (card issuance, payout initiation, etc.);
 - displaying EMI-provided data through API;
 - fulfilling obligations toward EMI and regulators;
 - ensuring security, preventing fraud, and technical monitoring.
- 13.4. Legal bases (GDPR Art. 6):
 - Performance of a contract — providing the Service and transmitting EMI requests;
 - Legitimate interest — ensuring platform security and preventing abuse;
 - Legal obligation — fulfilling EMI and regulatory requirements;
 - User consent — data transfer to EMI, use of technical cookies (where applicable).
- 13.5. Data recipients:

- EMI providers — solely for card issuance, transactions, AML/KYC, and regulatory obligations;
 - support and hosting providers — strictly limited to operational needs;
 - EU regulatory authorities — where legally required;
 - platform Comity — only statuses required for integration (with User consent).
- 13.6. Data may be transferred outside the EU only under adequate GDPR safeguards, including Standard Contractual Clauses (SCCs).

14. Service Termination

- 14.1. Comity Finance may suspend or terminate access if:
- the Agreement is violated;
 - fraud, abuse, or AML violations are identified;
 - the EMI requires restriction;
 - technical or legal risks are detected.
- 14.2. The User may terminate use of the Service by deleting their account.

15. Changes to the Agreement

- 15.1. Comity Finance may unilaterally amend this Agreement.
- 15.2. Updated versions are published in the Service no later than 7 (seven) calendar days before they come into effect, unless otherwise required by law or by EMI/regulators.
- 15.3. Continued use of the Service after the effective date of changes constitutes full acceptance of the updated Agreement. If the User does not agree with the changes, they must stop using the Service and delete their account before the changes take effect.
- 15.4. Comity Finance notifies the User of changes when notification is explicitly required by applicable law or by EMI obligations. In all other cases, publication in the Service constitutes proper notification, and the User is responsible for reviewing updates periodically.

16. Governing Law and Dispute Resolution

This Agreement is governed by and interpreted in accordance with the laws of the Republic of Estonia. All disputes arising from or relating to this Agreement shall be resolved exclusively by the courts of Estonia. The User understands and agrees that mandatory consumer or financial laws of the User's country of residence may apply to their relationship with the EMI. However, such laws do not apply to the relationship between the User and Comity Finance, which is governed solely by Estonian law.

17. Contact Information

Comity Finance OÜ

Estonia

Harju maakond, Tallinn,

Lasnamäe linnaosa, Valge tn 6a, 11413

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