



CLIENT TERMS

Plans and Subscription Terms

Access, Grow, Scale and Institutional: what each Plan includes, how billing, prepayment, changes and cancellation work, and the prices.

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Applies to	Every client with a Plan; part of every Client Agreement; accepted in the Portal

1. About these terms

- 1.1 These Plans and Subscription Terms form part of every Client Agreement of Flumen Pay LLC, trading as Lydiam Group (the "Company", "we" or "us"). They apply to the Plan you take. If they conflict with the general provisions of your Client Agreement on a matter they cover, these terms prevail. Capitalised terms have the meanings given in the Common Definitions Schedule.
- 1.2 A "Plan" is, as the Common Definitions Schedule provides, a monthly platform subscription (Access, Grow, Scale or Institutional) taken under these terms. In these terms, "Billing Month" means each period of one month starting on the day your Plan starts, or on the same day of each later month.
- 1.3 "Enterprise" means only the Lydiam Enterprise programme, under which Enterprise Firms offer our services under their own brand under a separate agreement. That programme has no Plans, and no Plan is called "Enterprise". Own-brand (white-label) services are not part of any Plan.

2. What a Plan is

- 2.1 A Plan is a monthly subscription to our platform. It gives you access to the platform and its features, a number of named accounts where available, and a number of payments each month with no flat transfer fee.
- 2.2 A Plan does not hold your money. Plan fees are for platform, payment and FX services, not for holding money. Your money is held as described in the Client Money Statement. We do not pay interest on your funds unless your Plan or Rate Card says so. Any interest or other benefit that a bank or partner pays or allows on client funds is for Flumen's account and forms part of our charges. No Plan currently pays interest.
- 2.3 Every client has a Plan, except a US Client, which is priced on its Rate Card only, and a client in Canada until we tell it that payment services are live in Canada, when it moves to a Plan. Your Plan, its price and anything agreed with you are shown in your Rate Card and in the Portal.

3. Your price: client category and schedule

- 3.1 Plan prices depend on your client category (company or individual) and your schedule (Standard, Extended or Specialist). The prices are in Schedule 1, in US dollars.
- 3.2 We set your schedule when we approve your application, by reference to your service profile, and review it from time to time. A change of schedule follows a review of your service profile and takes effect by a new Rate Card, on at least 10 Business Days' notice for a company or 30 days' notice for an individual. Where the change raises your Plan price, the notice is always at least 30 days. You may cancel your Plan, or end your Client Agreement, free of charge before the change takes effect.

4. What each Plan includes

	Access	Grow	Scale	Institutional
Payments a month with no flat transfer fee	1	5	25	Agreed with you
Flat transfer fee on each further outgoing payment	USD 40	USD 35	USD 25	Agreed with you
Named accounts included: companies	1	4	10	Agreed with you
Named accounts included: individuals	1 (up to 3 more at USD 100 a month each)	4	4	4
Team users (companies)	3	10	25	50
Trading API access (companies; under our API Terms)	Read-only	Full	Full	Full

- 4.1 The percentage charge agreed with you and shown in your Rate Card, with its minimums, applies to every payment into or out of the Lydiam system, including payments with no flat transfer fee.

- 4.2 For the Institutional Plan, the payments with no flat transfer fee, the flat transfer fee and, for companies, the named accounts are agreed with you and shown in your Rate Card.
- 4.3 Extra named accounts, where available, cost USD 100 a month each. An individual may hold no more than 4 named accounts in total: on Access, 1 is included and up to 3 more may be added; Grow, Scale and Institutional include 4.
- 4.4 Named accounts and Balances are available only where our banking partners provide them for your country and currency. They are not available to US Clients, and are available to clients in Canada only from the date we tell them that payment services are live there.
- 4.5 FX and cryptoasset prices depend on your Plan and schedule and are shown in your Rate Card. They are all-in: no Plan includes a conversion allowance.

5. Payments with no flat transfer fee

- 5.1 Each Billing Month, your Plan includes the number of outgoing payments shown in section 4 with no flat transfer fee. The percentage charge still applies to them.
- 5.2 Unused payments with no flat transfer fee reset at the start of each Billing Month and cannot be carried over, transferred or exchanged for money.
- 5.3 They are subject to fair use. They are for your own genuine payments. They may not be used to split one payment into several, to make payments for other people outside our Third-Party Payment Terms, or across connected accounts to multiply the allowance. If we reasonably find that they have been misused, we may withdraw them on notice and charge the flat transfer fee instead.

6. Billing and payment

- 6.1 Your Plan starts on the day your account is activated or, if later, the day you choose or change your Plan. The Plan fee is charged in advance at the start of each Billing Month.
- 6.2 **Your authority to debit.** You authorise us to take each Plan fee, and any fee for extra named accounts, from your Balance when it falls due: first from your US dollar Balance and, if that is not enough, from your Balance in another currency, converted at our rate at the time. Where you hold no Balance with us, we deduct the fee from funds we settle for you or invoice it, and the invoice is payable within 14 days.
- 6.3 Fees are stated exclusive of any VAT, GST or sales tax. Where such tax is due, we add it.
- 6.4 Plan fees and other charges are shown as separate lines on your statement.

7. Annual prepayment

- 7.1 Instead of paying monthly, you may prepay 12 months of your Plan at the annual price in Schedule 1 (20% below 12 monthly fees). If your Plan price rises during the prepaid year (under section 3.2 or section 10), we charge the difference pro rata from the date the rise takes effect, unless you cancel before then and take the refund in section 7.2(b).
- 7.2 We refund the unused months of a prepayment, pro rata by whole months not yet started:
 - (a) if we end your Plan or our services to you;
 - (b) if you end your Plan or your Client Agreement because of a price rise or another change you do not accept, before it takes effect; and
 - (c) if you are an individual and cancel your Plan at any time. Your refund is the amount you prepaid less the monthly price of your Plan for each Billing Month started, and is never less than zero.
- 7.3 If a company cancels a prepaid Plan for any other reason, there is no refund, and the Plan continues to the end of the prepaid year unless the company closes its account.
- 7.4 At the end of a prepaid year, your Plan continues monthly at the monthly price then in force, unless you prepay again. We remind you at least 30 days before the prepaid year ends. A prepaid year never renews automatically for another year.

8. Changing your Plan

- 8.1 You may move to a higher Plan at any time in the Portal. The new Plan starts at once, and we charge the difference between the two monthly prices pro rata for the rest of the Billing Month (or of the prepaid year, at the annual prices).
- 8.2 You may move to a lower Plan in the Portal with effect from the start of the next Billing Month or, for a prepaid Plan, from the end of the prepaid year. Named accounts above the new Plan's number become extra named accounts at USD 100 a month each, unless you close them.
- 8.3 The FX and cryptoasset prices for your new Plan apply from the change, as shown in your Rate Card.

9. Cancelling your Plan

- 9.1 There is no minimum term. You may cancel your Plan in the Portal at any time, with effect from the end of the current Billing Month (or as section 7 provides for a prepaid Plan). There is no cancellation fee.
- 9.2 Because a client with access to Plans must have one, if you cancel your Plan without choosing another, we treat it as your notice to end your Client Agreement, which then ends under its own notice terms. No Plan fee is charged for any Billing Month that starts after your cancellation takes effect; until your Client Agreement ends, you may complete open Transactions and withdraw your Balance to your own verified account. Closing an account is free of charge for individuals; any closing fee for a company is as set out in the Fee Schedule.

10. Price changes

- 10.1 We may change Plan prices or what a Plan includes by giving at least 30 days' notice by email and in the Portal. You may cancel your Plan, or end your Client Agreement, free of charge before the change takes effect.
- 10.2 A change never applies to a Billing Month that has already started, is never backdated and never applies to amounts already accrued. For a prepaid Plan, section 7.1 applies.

11. If a Plan fee is not paid

- 11.1 If we cannot take a Plan fee and it is not paid within 14 days after we notify you, we may suspend your Plan features until it is paid. While they are suspended you may still complete open Transactions and withdraw your Balance to your own verified account, and no further Plan fee accrues.
- 11.2 If the fee is still unpaid 60 days after our notice, we may end your Plan and close your account on notice under your Client Agreement. We charge no closure fee for this. Late payment interest and collection costs are as set out in the Fee Schedule.

12. Dormant accounts

- 12.1 Plan billing pauses while your account is dormant. If your account has no activity for 24 months, we will try to contact you and may restrict it. If your account has no activity and we cannot contact you, we may be required to transfer your Balance to a state unclaimed-property authority. You would then claim it from that authority, and we are discharged for that amount. Reactivating a dormant account needs a refresh of our know-your-client checks and verification on a separate channel; billing restarts when the account is reactivated.

13. If you are an individual

- 13.1 You have no lock-in: you may cancel your Plan at any time (section 9), and a prepaid Plan is refunded under section 7.2(c).
- 13.2 If the law of the country where you live gives you a right to withdraw from your Plan within a period after you take it, you keep that right. You may withdraw using the withdrawal function in the Portal or by email to the client service address shown in the Portal. If you withdraw, we refund any Plan fee you have paid, less any amount your law allows us to keep for the period before you withdrew.

- 13.3 We send you renewal reminders and other information about your Plan where your law requires.
- 13.4 You get 30 days' notice of any change to these terms or to your prices, and may end your Plan or your Client Agreement free of charge before the change takes effect. Nothing in these terms removes or limits your Mandatory Rights.
- 13.5 If an individual client dies, the Plan ends from the date we are told, no further Plan fee is charged, and any prepaid amount for the unused months is refunded with the Balance to the personal representatives, under your Client Agreement.

14. Clients moving from an earlier portal plan

- 14.1 If you became a client before these terms were issued and are on an earlier portal plan, including a free or "free for now" plan, you move to the Plan we tell you about, on the date set in our notice. The notice is given at least 30 days before that date or, if your signed terms or the pricing proposal you received promised a longer period, that longer period. You may end your Client Agreement free of charge before the date. There is no set-up fee for this move.

15. General

- 15.1 We may change these terms on the notice set out in your Client Agreement: at least 10 Business Days for companies and 30 days for individuals, by email and in the Portal, with the right to end your Client Agreement free of charge before the change takes effect.
- 15.2 Your Client Agreement governs everything not covered here, including liability, disputes and governing law.

Schedule 1: Plan prices and set-up fees (USD)

Companies

Plan	Standard	Extended	Specialist
Access: monthly	USD 98	USD 498	USD 748
Access: annual prepayment (12 months)	USD 938	USD 4,778	USD 7,178
Grow: monthly	USD 298	USD 998	USD 1,248
Grow: annual prepayment (12 months)	USD 2,858	USD 9,578	USD 11,978
Scale: monthly	USD 798	USD 1,998	USD 2,498
Scale: annual prepayment (12 months)	USD 7,658	USD 19,178	USD 23,978
Institutional: monthly	USD 1,998	USD 2,998	USD 4,998
Institutional: annual prepayment (12 months)	USD 19,178	USD 28,778	USD 47,978

Individuals

Plan	Standard	Extended	Specialist
Access: monthly	USD 18	USD 38	USD 58
Access: annual prepayment (12 months)	USD 168	USD 358	USD 548
Grow: monthly	USD 48	USD 98	USD 148
Grow: annual prepayment (12 months)	USD 458	USD 938	USD 1,418
Scale: monthly	USD 98	USD 198	USD 298
Scale: annual prepayment (12 months)	USD 938	USD 1,898	USD 2,858
Institutional: monthly	USD 248	USD 498	USD 748
Institutional: annual prepayment (12 months)	USD 2,378	USD 4,778	USD 7,178

Annual prepayment prices are 12 monthly fees less 20%, rounded down to a figure ending in 8.

One-off set-up fee (USD)

Client category	Standard	Extended	Specialist
Companies	USD 850	USD 1,750	USD 3,500
Individuals	USD 150	USD 300	USD 600

The set-up fee is charged once, only if your application is approved; nothing is payable if it is declined. Existing clients moving to a Plan from an earlier plan, and clients who move to us from another Lydiam group company under our notice to them, pay no set-up fee. The Fee Schedule sets out how it is collected.