



OmniGO

BaaS Compliance & Customer Eligibility Pack

Prepared for banking, payment, IBAN, safeguarding,
and infrastructure partner review

Operated by	Marketing Go S.R.L.S.
Document type	BaaS Compliance & Customer Eligibility Pack
Version	1.0
Date	22 May 2026
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Business Model Summary

OmniGO is a marketing software and services platform operated by Marketing Go S.R.L.S., a company incorporated in Italy. OmniGO provides marketing operations tools to businesses, including campaign management, multi-channel advertising integration, email and WhatsApp campaign tooling, AI-assisted copy generation, affiliate network integrations, and analytics.

Prepaid Service Credit Model

Customers of OmniGO may top up their account with prepaid service credits. These credits are used exclusively to purchase OmniGO platform services, service fees, and approved marketing services.

The following principles govern the prepaid credit model without exception:

- Credits are not cash, deposits, electronic money, or payment accounts.
- Credits cannot be withdrawn by the customer.
- Credits cannot be transferred to third parties.
- Credits cannot be used for peer-to-peer payments.
- Credits cannot be used to purchase services or goods outside the OmniGO platform and its approved service catalogue.
- Credits have no monetary value outside the OmniGO platform.
- Credits are not insured deposits and do not earn interest.

OmniGO Is Not a Financial Services Provider

OmniGO is not a bank, electronic money institution, payment institution, money remittance provider, wallet provider, cryptocurrency exchange, or regulated financial services entity. OmniGO does not hold a banking licence, e-money licence, or payment services licence.

Where virtual IBANs, dedicated payment references, payment accounts, safeguarding arrangements, or regulated payment services are made available to customers, such services are exclusively provided by a licensed banking or payment infrastructure partner under that partner's own regulatory authorisation, terms, and controls. OmniGO acts as a marketing platform operator and may support the customer onboarding process for the licensed banking/payment partner where applicable.

Payment Flow

- 1 Account Registration** — The customer creates an OmniGO business account and provides business contact and company details.
- 2 Customer Verification** — Before or during use, the customer may be asked to complete identity or business verification through a third-party provider (such as Sumsb) or through the licensed banking/payment partner's onboarding process.
- 3 Top-Up Initiation** — The customer initiates a top-up using a supported payment method. Where a dedicated payment reference or virtual IBAN is provided, that reference is operated by the licensed banking/payment partner under its own terms and authorisations.
- 4 Credit Allocation** — Upon successful receipt and confirmation of the payment, the corresponding amount is credited to the customer's OmniGO account as prepaid service credits. No interest accrues.
- 5 Service Consumption** — The customer uses their credit balance to purchase OmniGO marketing services including platform fees, campaign management, advertising services, and approved integrations.
- 6 No Withdrawals or Transfers** — Credits cannot be withdrawn, cashed out, or transferred to any person or entity other than OmniGO. The customer cannot use the credit balance as a general-purpose payment or bank account.
- 7 Refund Process** — Unused credits may be refunded at OmniGO's discretion to the original payment source, subject to the Refund & Credit Policy. Refunds are not available for consumed credits, services already delivered, or third-party costs already incurred.
- 8 Monitoring and Review** — OmniGO monitors platform activity for suspicious patterns, prohibited use, fraud, and misuse. The licensed banking/payment partner may perform independent transaction monitoring, KYC/KYB, sanctions screening, and fraud controls under its own obligations.

Eligible Customer & Prohibited Use Policy

3.1 Purpose

This policy defines the categories of customers OmniGO may accept, the permitted and prohibited uses of the OmniGO platform and prepaid credits, prohibited business categories, and the conditions under which OmniGO may decline, suspend, or terminate a customer relationship.

3.2 Eligible Customers

OmniGO may accept the following customer types, subject to successful verification and approval:

- Registered companies and limited liability entities
- Marketing agencies and media buying organisations
- E-commerce and retail brands
- SaaS and technology companies
- Affiliate marketing companies and networks
- In-house marketing teams of established businesses
- Freelancers and sole traders, subject to enhanced verification and approval
- Other lawful business entities approved by OmniGO on a case-by-case basis

OmniGO does not offer services to private individuals acting outside a business or professional capacity, except where applicable law requires otherwise.

3.3 Customer Verification

OmniGO may request the following information and documents during onboarding or at any subsequent point:

- Legal company name and trading name
- Company registration number and jurisdiction
- VAT or tax identification number
- Registered office address and principal place of business
- Director, officer, or authorised representative information
- Beneficial ownership information, where required
- Business website and description of services
- Marketing channels used and intended use of the OmniGO platform
- Expected monthly top-up volume
- Bank account or payment account details for refund purposes
- Supporting documents where required, including identification documents, company registration certificates, and utility bills

3.4 Permitted Use of Credits

Credits may only be applied to:

- OmniGO software subscription and platform usage fees
- Approved marketing campaign management services
- Approved advertising services facilitated through the OmniGO platform
- Approved affiliate marketing workflow services
- Approved email, WhatsApp, and SMS campaign services, subject to applicable laws and platform rules
- Other services explicitly listed in OmniGO's approved service catalogue

3.5 Prohibited Use of Credits

Credits may not under any circumstances be used for withdrawals, cash-out, third-party transfers, peer-to-peer payments, salary or supplier payments, loan repayments, money remittance, currency exchange, cryptocurrency purchases, investment activity, gambling deposits, personal banking, deposit storage, customer-to-customer fund movement, or any purpose not explicitly approved within OmniGO's service catalogue.

Any attempt to use credits for a prohibited purpose may result in immediate suspension or termination of the account.

3.6 Prohibited Business Categories

OmniGO must decline or may refuse to onboard, and may terminate existing relationships with, customers whose business activities fall within the following categories:

- Illegal products or services in any applicable jurisdiction
- Fraudulent, deceptive, or misleading businesses or practices
- Phishing, credential harvesting, or social engineering operations
- Malware, spyware, ransomware, or harmful software distribution
- Spam, unsolicited bulk messaging, or non-consented contact campaigns
- Fake traffic, click fraud, fake reviews, fake leads, or automated bot activity
- Counterfeit, stolen, or infringing goods
- Unlicensed financial services, payment services, or credit providers
- Cryptocurrency investment schemes, high-yield investment programmes, or Ponzi/pyramid schemes
- High-risk investment promotion without required regulatory authorisation
- Get-rich-quick schemes or deceptive financial offers
- Online gambling, sports betting, or casino operations (unless locally licensed and approved by OmniGO)
- Adult content, sexual services, or escort services
- Weapons, firearms, ammunition, or military equipment
- Narcotics, controlled substances, cannabis, CBD/THC products, or unlicensed pharmaceuticals
- Tobacco, vaping, or nicotine products

- Debt collection, debt purchasing, or payday lending
- Goods or services subject to applicable sanctions regimes
- Businesses with beneficial owners, operations, or customers in sanctioned countries or territories
- Political manipulation, election interference, voter suppression, or deceptive political advertising
- Hate speech, incitement to violence, extremist content, or discriminatory material
- Any activity that violates applicable consumer protection, advertising, privacy, or anti-spam laws

3.7 Marketing Compliance Requirements

Customers using the OmniGO platform for email, WhatsApp, SMS, or other messaging campaigns are solely responsible for:

- Ensuring they hold a lawful basis or valid consent for each recipient, as required by applicable laws
- Ensuring WhatsApp recipients are opted in to receive business messaging through the WhatsApp Business Platform
- Ensuring SMS and email recipients are opted in where required by applicable law
- Honouring all opt-out and unsubscribe requests promptly
- Not using misleading, spoofed, or deceptive sender identities
- Complying in full with Meta, Google, TikTok, WhatsApp Business Platform, affiliate network, email service provider, SMS provider, and advertising platform policies
- Complying with GDPR, Italian Codice del Consumo, and all other applicable data protection, consumer protection, and anti-spam laws

3.8 Geographic Restrictions

OmniGO may accept customers based in Italy, Spain, France, Germany, Netherlands, Austria, Belgium, Greece, and other EEA countries subject to approval and the requirements of OmniGO's banking/payment partners.

OmniGO does not support customers, payments, campaigns, beneficial owners, or activity connected to countries or territories subject to EU, UN, US OFAC, or UK sanctions; high-risk or non-cooperative jurisdictions as identified by the FATF; or countries restricted by OmniGO's licensed banking/payment partners.

3.9 Enhanced Review

OmniGO may initiate enhanced review for top-up requests above defined thresholds; unusual or unexplained transaction patterns; customers in higher-risk industry segments; elevated refund or chargeback activity; recently incorporated entities; customers with complex ownership structures; customers with unclear business models; customers using high-volume messaging; customers subject to complaints or abuse reports; and customers flagged by OmniGO's licensed banking/payment partner.

3.10 Suspension and Termination

OmniGO may suspend, restrict, reject, or permanently terminate a customer account for providing false or misleading information; violating this policy or OmniGO's terms; misusing credits for a prohibited purpose; attempting a withdrawal or third-party transfer; using OmniGO for prohibited marketing; suspicious activity detected

by OmniGO or its licensed banking/payment partner; failure to provide verification information; or where continued service would create legal, compliance, financial crime, platform, or reputational risk.

3.11 Cooperation with Banking and Payment Partners

Where OmniGO uses a licensed banking or payment infrastructure partner for payment processing, virtual IBAN services, safeguarding, or account-related services, OmniGO may share relevant customer, transaction, and account information with that partner for the purposes of customer onboarding, KYC/KYB, transaction monitoring, fraud prevention, sanctions and adverse media screening, compliance review, and regulatory reporting obligations of the partner. This sharing is carried out in accordance with OmniGO's Privacy Policy and applicable data protection law.

Customer Verification & Platform Misuse Prevention Policy

4.1 Purpose

This section describes how OmniGO verifies customers, monitors platform activity, and prevents misuse of the OmniGO platform and prepaid credit model.

4.2 Customer Verification

OmniGO may verify the identity and business credentials of any customer before or during the customer relationship. Where required, verification may be performed through a third-party identity and business verification provider (such as Sumsb) or directly through a licensed banking/payment partner's onboarding processes.

Verification may include identity document checks for directors and authorised representatives; business registration and company certificate checks; beneficial ownership confirmation; address verification; and adverse media and sanctions screening (carried out by the licensed partner where applicable).

OmniGO does not claim to carry out regulated anti-money laundering obligations in its own right. Where regulated KYC/KYB, AML, or counter-terrorist financing checks are required, these are carried out by the licensed banking/payment partner under that partner's own regulatory authorisations and obligations.

4.3 Platform Activity Monitoring

OmniGO monitors platform usage for the following indicators of misuse or prohibited activity:

- Unusual or disproportionate top-up volumes relative to declared business size or stated use case
- Attempts to initiate withdrawals or third-party transfers
- Multiple accounts operated by the same entity to circumvent controls
- Use of stolen, synthetic, or fraudulent payment methods
- Campaign activity consistent with spam, fraud, phishing, or prohibited marketing
- Unusual patterns of credit consumption inconsistent with marketing platform use
- Complaints, abuse reports, or platform violations from third parties

Where suspicious activity is identified, OmniGO may request additional information, suspend or restrict the account, escalate to its licensed banking/payment partner, or terminate the customer relationship.

4.4 Cooperation with Licensed Partners

OmniGO cooperates fully with its licensed banking/payment partners' compliance, fraud, and risk functions. Where a partner requests information about a customer or transaction, OmniGO will provide such information as is lawfully permitted and required. Where a partner requires OmniGO to restrict or terminate a customer account for compliance or risk reasons, OmniGO will act accordingly.

4.5 Reporting

Where OmniGO identifies activity that it is required or entitled to report to competent authorities under applicable law, it will do so. Where regulated reporting obligations fall on the licensed banking/payment partner, OmniGO supports that partner's reporting functions through information sharing as described in Section 3.11.

Refund & Credit Policy Summary

5.1 Nature of Credits

OmniGO account balances are prepaid service credits. They represent a pre-payment for OmniGO services and have no monetary value outside the OmniGO platform. Credits are not deposits, electronic money, or funds held in a payment account.

5.2 Refund Eligibility

Refunds of unused credits may be available where legally and commercially permitted, at OmniGO's discretion. Where a refund is approved, it is returned to the original payment source where technically and commercially possible. A refund represents a return of pre-paid amounts for services not yet consumed and is not a withdrawal, cash-out, or transfer to a third party.

5.3 Non-Refundable Items

Refunds are not available for marketing services, platform services, or campaign management fees already delivered; prepaid credits already consumed; campaigns that have started or been completed; or third-party advertising, messaging, affiliate network, or media costs already incurred on the customer's behalf.

5.4 Refund Refusal

OmniGO may refuse, withhold, or reverse a refund in cases of fraud, misrepresentation, or provision of false information; abuse of the refund process or chargeback misuse; breach of OmniGO's terms or this policy; suspicious activity or pending compliance review; or account suspension or termination for policy breach.

5.5 No Withdrawal or Transfer Facility

The refund process is not a withdrawal facility. Under no circumstances may a customer use the refund process to transfer funds to a third party, receive funds in a different account than the original payment source, or otherwise circumvent the restrictions of the prepaid credit model.

Data Protection & Privacy Summary

6.1 Data Controller

Marketing Go S.R.L.S. (operating as OmniGO) is the data controller for personal data processed in connection with the OmniGO platform. Registered office: Via degli Olivi 65, 00171 Rome (RM), Italy. VAT: IT 18318761006.

6.2 Categories of Data Processed

- **Account and contact data** — name, company name, email address, phone number, role, and login credentials.
- **Billing and payment data** — top-up amounts, payment references, invoice records, and transaction history. Card and bank account data, where used, is processed by a payment provider and not stored in full by OmniGO.
- **Verification data** — identity documents, business registration records, beneficial ownership information, and verification results, where collected through a third-party verification provider or licensed banking/payment partner.
- **Platform usage data** — campaigns, creatives, audiences, budgets, performance metrics, and activity logs.
- **Technical data** — IP address, device and browser information, log files, and cookie data.

6.3 Purposes and Legal Bases

Purpose	Legal Basis (GDPR Art. 6)
Account creation and platform access	Performance of contract
Billing, invoicing, and payment processing	Performance of contract; legal obligation
Customer verification and fraud prevention	Legitimate interests; legal obligation (partner)
Running customer marketing campaigns	Performance of contract
Compliance cooperation with licensed partners	Legal obligation; legitimate interests
Security monitoring and abuse prevention	Legitimate interests
Marketing communications to customers	Consent

6.4 Data Sharing

OmniGO may share personal data with cloud hosting and infrastructure providers; payment processing and billing providers; identity and business verification providers (such as Sumsub); licensed banking/payment partners

where applicable; email and messaging delivery providers; analytics and monitoring providers; and legal, regulatory, or law enforcement authorities where required by law.

6.5 International Transfers

Where personal data is transferred outside the EEA, OmniGO relies on an adequacy decision or appropriate safeguards such as the EU Standard Contractual Clauses.

6.6 Customer Rights and Contact

Customers have rights under the GDPR including access, rectification, erasure, restriction, portability, and objection. Privacy requests: privacy@marketinggosrl.com. Full Privacy Policy available on the OmniGO website.

Risk Controls Summary

Control	Description
Customer eligibility review	All customers are assessed against the Eligible Customer & Prohibited Use Policy before or during onboarding.
Prohibited industry screening	Customers in prohibited business categories are declined or terminated.
Business verification	Identity and business verification is performed through a third-party provider or licensed partner where required.
Beneficial ownership checks	Beneficial ownership information is collected where required and may be shared with licensed partners for compliance purposes.
Top-up controls	Top-up amounts may be subject to minimum and maximum limits. Large or unusual top-ups may trigger enhanced review.
No withdrawal controls	The platform does not provide a withdrawal mechanism. Refunds are processed only to the original payment source.
No third-party transfer controls	Credits cannot be sent to or received from third parties. The platform does not provide a transfer or payment mechanism.
No peer-to-peer controls	Credits cannot be moved between OmniGO customer accounts.
Prohibited use monitoring	Platform activity is monitored for patterns inconsistent with marketing software use, including withdrawal-equivalent patterns and prohibited campaign activity.
Suspension and termination rights	OmniGO may immediately suspend or terminate accounts that breach platform rules, trigger risk controls, or are flagged by licensed partners.
Marketing compliance requirements	Customers are contractually required to comply with applicable advertising, privacy, anti-spam, and platform rules for all campaigns.
Abuse reporting	OmniGO maintains a process for receiving and investigating abuse reports from third parties.
Licensed partner cooperation	Where a licensed banking/payment partner is used, that partner's own risk, fraud, AML, and compliance controls apply in addition to OmniGO's platform controls.
Data protection controls	Technical and organisational measures including encryption in transit, access controls, and least-privilege access policies protect

personal data.

Final Statement

OmniGO is designed and operated as a marketing software and services platform with a restricted prepaid credit model.

OmniGO does not provide regulated financial services. The platform does not allow withdrawals, third-party transfers, peer-to-peer payments, or use as a general-purpose bank or payment account.

Any regulated payment services, virtual IBAN services, safeguarding arrangements, or account-related financial services made available to OmniGO customers are provided exclusively by a licensed banking or payment infrastructure partner operating under its own regulatory authorisation and obligations.

OmniGO cooperates with such partners for customer onboarding, verification, transaction monitoring, and compliance purposes.

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OmniGO — BaaS Compliance & Customer Eligibility Pack — Version 1.0 — 26 June 2026
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