Merchant Agreement

Last update: 23.11.2017

Welcome to myPOS!

“myPOS Service” is a FinTech multi-banking platform providing acceptance of card-present and card-not-present payments in various currencies with instant settlement in a single or multiple e-money account/s designated with IBANs and instant access to cash via myPOS Card and credit transfers and direct debits, as well as other payment services, provided by licensed Electronic Money Institutions or Credit Institutions (“Financial Institutions”), licensed by us to use myPOS Platform.

1. Legal relationship and Service:

1.1 This Merchant Agreement is between the Client and the Member, Principal Member of Mastercard, VISA and JCB, AMEX, Union Pay and others, as defined below in Definitions (hereinafter referred to as “us”, “we”, “our”, “Member”), entitled to provide Card Processing Services under EU Payment Services Directive and EU E-money Institutions Directive.

1.2 “Account”, “myPOS Account” or **“account for e-money”**, means the business account for electronic money, to which we shall settle the amounts due to Client from the Card Processing Services;

1.3. “Card Processing Services” or “Service” means the authorization and settlement of payments with the cards (present and not-present) with the logo of the Card Organizations, subject to all terms of this Agreement and the Rules of the Card Organizations;

1.4 Payout to Client of amounts collected via card acceptance: Subject to all terms and conditions of this Agreement the Member shall pay to Client the due amounts, collected via the Service, by crediting Client’s myPOS account with a sum of electronic money that is equal to the amount due to Client. The amount due to Client equals the authorized and settled by Card Organization sum less the applicable fees, charges, Reserve amounts and other possible claims that we might have. Client may use the electronic money in Client’s account for transfer to bank account or transfer to other Client’s Account or payment in Internet or payment on POS, or ATM cash withdrawal with Card.

1.5 The Payment Service is described in Section **Definitions** below in this Agreement and constitutes acquiring of payments with cards with the logo of the Card organizations and of issuing of electronic money (e-money) by Financial Institutions, opening of accounts for e-money in various currencies that the Financial Institutions support, internal money transfers within myPOS system, SEPA credit transfers and SEPA direct debits, International money transfers via SWIFT, issuing and authorizing of transactions with prepaid card with the logo of MasterCard, VISA, JCB and other Card Organizations and Mobile Application for smart phones. A description of the main characteristics of the Service is also set out on the website for the Service.

1.5.1 The Value-added Services provided on myPOS platform by myPOS are Top-up of prepaid mobile and other services, Private Label GiftCard, mobile apps on myPOS marketplace and other value-added services, offered via myPOS platform as additional benefit to the Clients.

1.6 Client Information: Subject to all terms and conditions of this Agreement during the term of this Agreement we shall provide to Client a Client’s online account on myPOS platform and a Mobile app for information, payment orders, control of the security of payment instruments of Client, described below in this Agreement.

1.7 This Agreement does not regulate the online purchase of myPOS package physically or online from www.mypos.com or from third parties’ websites. The purchase of myPOS package from www.mypos.com or from third parties websites is regulated by a different agreement, available upon the online purchase. This Agreement regulates the provision of value added services by myPOS platform and the e-money and payment services by us to Client who has registered for the Service successfully and has agreed to this Agreement.

1.8 Use of the Service is subject to the Agreement. The Agreement will be effective from the date of acceptance by Client of the User Agreement and this Legal Agreement for myPOS account ("Effective Date"). By accepting the Agreement, Client agrees to use the Service in accordance with the requirements of the Agreement.

Client can accept the Agreement by:

(i) Clicking to „Accept“ or „Agree“ to the Agreement, where this option is made available to Client by us on the website for the Service or via the Mobile Application for the Service. Clicking to Accept or Agree to the Agreement, where this option is made available to Client by us on the website or Mobile Application for the Service represents an advanced digital signature made by Client and therefore the electronic document of the Agreement is deemed as duly signed by Client, or

(ii) Signing the Agreement on a hard copy, if requested by us; or

(iii) Actually using the Service. In this case, Client agrees that we will treat use of the Service by Client as acceptance of the Agreement from the moment of first use of Service.

1.9 The specifics and functionalities of the Service are set out on the website for the Service. We may introduce innovations, improvements, developments, new functionalities, upgrade accounts or amend the names of accounts or products unilaterally and without the consent of Client, for which we shall inform Client via the website for the Service or via the Client's online account. We are not liable for lack of availability of the Service on mobile or smart devices, or inability to download or use the Services via a particular smart device, or lack of Service or part of the Service, because of lack of Internet or because of mobile operator services (such as SMS or other) or Client's hardware specifics or problems.

However, where a change to the Service constitutes a modification to the preliminary information to be presented to Client prior to concluding this Agreement as required by the Law, or narrowing the Services, Client will be given notice by an email sent to Client email address.

1.10 Privacy: Protecting Client's privacy is very important to us. Client must read myPOS Privacy Policy, part of this Legal Agreement, to better understand our commitment to maintain Client's privacy, as well as our use and disclosure of Client's information.

1.11 Acceptance Policy: Detailed rules on the use of the Service are set out in Section Acceptance Policy in this Agreement, and in **the Acceptance Policy Section in the Merchant Agreement,** available on the website for the Service.

1.12 Return Policy: In case Client does not wish to continue using the Service, Client must follow the instruction for Termination of Agreement below in this Agreement and **myPOS Return Policy,** available on the website for the Service.

1.13 A copy of the Agreement will be provided to Client in printable form during the sign-up process. A copy of the Agreement, as amended from time to time, is available to Client on the website for the Service and in the online account. Client may request to be provided with a copy of the Agreement, and a link to the Agreement will be sent to Client email address for printing.

1.14 The Agreement and all communication with Client will be in English language. Where we have provided Client with a translation of the English-language version of the Agreement or communication, Client agrees that the translation is provided only for Client convenience and that the English-language versions of the Agreement and communication will govern the relationship with us. If there is any contradiction between the English-language version and a translation, the English-language version takes precedence.

1.15 Client declares that Client is registering for the Service on Client's behalf only and that Client is not acting on behalf or on account of third party, unless Client makes registration for the Service on behalf and under the instruction of the legal entity of which Client is employee or legal representative.

2. Eligibility. Registration, and using myPOS Service:

2.1 To be eligible for the Services, Client must (i) be a resident (address of Client's registration) of one of the countries listed on the website for the Service; and (ii) has full legal capacity to enter into a contract; and (iii) not be present on any black list or sanctions lists, related to AML/FT purposes, officially published and notified by Regulators or our black lists of card fraudsters or black lists of Card Organizations; and (iv) use the Service for Client's legal business or professional activity.

2.2 For regulatory, risk and security reasons we may impose or change the limits unilaterally and without the consent of Client, for which we shall inform Client via the website for the Service or via the Client's online account, unless we are not permitted by law to notify Client in certain cases. We are entitled at our sole discretion to decide whether or not to change the limits following a customer's request and we shall not be held liable by the Client in case of decline of such request.

2.3 Upon registration for the Service and during this Agreement, Client must provide current, complete and accurate information, as requested by us and maintain it as current and accurate during use of the Service. In case of any changes in information provided by Client, Client agrees to update the information in the online account without delay.

2.4 myPOS Account: Client agrees that the payout of amounts due to Client from Card Processing Services shall be settled to Client's myPOS Account.

2.4.1 In case the Client is eligible and has more than one E-money account, provided by a different Financial Institution, licensed for use of myPOS platform, the platform will visualize for Client's convenience the total amount of all Client's available

balances hold with the different Financial Institutions in primary currency selected by Client. This total amount is visualized only for Client's ease and does not represent E-money issued by a single Financial Institution.

2.4.2 Set-off. Client agrees that myPOS Service may set-off any of the amounts held in Client's e-money accounts or currency balances held or controlled by Client with any fees, charges or other amounts Client owes to any of the Financial Institutions or us. In simple terms, our right to set-off means that we may deduct such fees, charges or other amounts due by the Client under this Agreement or the other legal agreements from any of the account balances held or controlled by the Client. If such as set-off will include a currency conversion we will convert the amount Client owes according to our currency exchange rate for the date of the operation.

2.4.3 Client is solely responsible for all risks associated with maintaining Balances and e-money accounts in multiple currencies (including, without limitation, the risk that the value of these Balances will fluctuate as exchange rates change, which over time may result in a significant decrease in the value of the Balances). Client agrees that Client will not attempt to use multiple currencies for speculative trading.

2.4.4 Security Interest. To secure Client's performance of this Agreement, Client grants to us a legal claim against the funds in Client's Account as security for any amount Client may owe to us. This is known in legal terms as a "lien" on and "security interest" in Client's Account.

2.5. The Client agrees that the delivery of the Service and full use of the Service by Client shall be subject to the following condition precedents, which are not exhaustively listed:

(i) For myPOS card-present POS terminal:

(a) Client has to select, order from Internet or from a distributor of myPOS and receive myPOS package, including card-present POS terminal;

(b) Client has to register for myPOS account on www.mypos.com or www.mypos.eu and provide the information requested;

(c) Client must agree with this Agreement and with the User Agreement for myPOS Service, which is made electronically, via means of distant communication provided on the Website for the Service, or sent via e-mail, or executed on hard copy (as may be requested by us);

(d) Client must download and install myPOS Mobile app or other app (if such is designated by us) on a smart phone with iOS or Android;

(e) Client must pass successfully the identification and verification procedure as per the internal rules of the Financial Institution providing the e-money and payment services (see below) and Client and Client has to be accepted by the Member. ;

(f) Client has to activate the myPOS card-present POS terminal and myPOS prepaid business card following the instructions given by us on the website for the Service and in the documents in the package or in Special Agreement/Instructions provided by us;

(ii) For the Service myPOS Online, such as myPOS Payment Request, myPOS PayLink, myPOS Button, myPOS Virtual, MOTO, e-commerce, myPOS Checkout or similar card-not present transactions:

(a) Client has to register for Client's account on www.mypos.com or www.mypos.eu and provide the information requested;

(b) Client must agree with this Agreement and with the User Agreement for myPOS Service, which is made electronically, via means of distance communication provided on the Website for the Service, or sent via e-mail or executed on hard copy (as may be requested by us);

(c) Client must download and install myPOS Mobile app or other app (if such is designated by us) on a smart phone with iOS or Android;

(d) Client must pass successfully the identification and verification procedure as per the internal rules of the Financial Institution providing the e-money and payment services (see below) and Client and Client has to be accepted by the Member;

(e) If required for some of the card-not present transactions Services, Client has to apply and/or integrate successfully with the API of myPOS following the respective instructions, and to successfully complete the tests for the Service;

2.6. Identification and verification of the Client: We are legally obliged to identify and verify Client's identity in compliance with the applicable AML/FT laws, our Internal AML/FT rules and procedures and the applicable rules of the Card Organizations.

(i) For that purpose, we require identification and registration of Client's data on our platform (web and mobile), such as, but not exhaustively, names or company name, address, date of birth, citizenship, UIN, company number, TIN, registered e-mail address and registered mobile number and other.

(ii) Then, Client or the authorized user opening the account must undergo a face-to-face video chat identification by the employees of the Financial Institution or its sub-contractor designated in this Agreement and in the Privacy Policy. The personal data, photos, pictures of Client and documents, which are collected during the video call are described in detail in myPOS Privacy Policy, which is inseparable part of this Agreement. Client understands and agrees that in order to open account and use myPOS Service, Client must pass successfully the identification and verification via the video call and all other checks, as well as all ongoing AML/FT measures applied by us. We reserve our right to ask for any additional personal details, additional documents including without limitation, originals or certified copies of proof of address, originals or notarized copies of ID documents or other documents at any time.

(iii) Client agrees that the video call is only a part of the verification and that the Client's identity will be verified by us via independent sources, such as Company Registers, PEP registers, Dow Jones or similar databases, registers of Card Organizations or other independent sources. Client agrees with such checks and will provide all assistance requested by us in carrying out such checks. The Client agrees that we shall have full discretion in determining whether the Client is verified and continues to be in compliance with anti-money-laundering/FT requirements. We are entitled to decline, stop or terminate Service temporarily or in a permanent way in case of failure to complete the identification and verification process successfully or due to any other risk, security or regulatory reasons, for which we shall not be liable. Upon successful completion of the video call and until completion of the full verification procedure myPOS account and part of the Services will be accessible to the Client only for information and testing of the Service purposes.

(iv) Client understands and agrees that myPOS Service, including the account and card/s, shall not be activated and available until successful completion of the identification and verification procedures under our Internal AML/FT rules and procedures. We reserve our right to ask for any additional documents, personal details, originals or notarized copies of ID documents or other documents at any time.

2.7. At our discretion Client may be entitled to use part of the Service for testing purposes only prior to completion of full approval of Client and/or client business activity, on the following conditions:

(i) Client's use of the Service is only acceptance of payments with cards (acquiring) for a temporary period and only for the purposes of testing the Service and/or integration. We shall Reserve the amounts received from the testing of the Service and shall not pay them to Client prior to the completion of the verification procedure and

(ii) Client may use the Service with limits imposed by us in the amount of 250 EUR (or the equivalent in other currency) limit or other security limits accepting of payments with cards.

(iii) The Client understands and agrees that the amounts from acquired card payments during this testing period shall not be credited as e-money in the Client's account, but will be held in a Reserve account until the successful verification of Client after which the amounts will be credited as e-money to the Client's account. The Client shall be able to view the funds from processed transactions in Client's myPOS account. The Client agrees that when the specified limit is reached and the Client has still not received verification confirmation we shall be entitled to suspend the acquiring services until successful completion of the verification of Client.

(iv) If Client fails to satisfy the Client due diligence requirements within seven days of activation of the temporary access to the Service, the Client's right to temporarily use the Service shall automatically terminate and the Service shall not be available until successful completion of the verification procedure as per our internal AML/FT rules.

2.8. In case the Client is successfully verified by us Client's myPOS account shall be automatically activated for which the Client shall be notified accordingly. Nevertheless, we may require at any time additional information as a condition of the continued use of the Service by the Client. Client agrees to provide such information without undue delay, as we may require in this regard. The spending limits on the myPOS account (debit operations) are set out in the Tariff. The funding and receiving limits (credit operations) are visible in the online account. To change the limits Client has to contact us via email, explain the reasons for the requested change of limits and upon our discretion undergo verification with ePassport or other additional verification as we may deem necessary.

2.90 After successful completion of the registration of Client and activation of the Service, Client has to make a test transaction with own card in order to check the Service and the Client's billing descriptor or other data about Client ("Client's integrational data") before the Services Commencement Date. Client is entitled to request a correction in Client's integrational data within two days following the test transaction. In case of lack of test transaction or request for correction of integrational data within this term, it will be deemed, that Client has approved and agrees with the integrational data for the Client registered by us.

2.10 We shall inform Client via e-mail on completion of successful integration and tests, registration of Client by us with 3D secure authorization schemes MasterCard Secure Code and Verified by VISA and J/Secure or other (if applicable) and shall provide to Client personalized security characteristics for the Service.

2.11 We may suspend the Service for operational reasons such as maintenance by us, by the Financial Institutions or other third parties, or because of an emergency or reasons related to fraud, risk or compliance. We will restore the suspended Service as soon as reasonably practicable. The Client is responsible for taking backups of its offers, pricing and other data prior to any suspension or maintenance work and for restoring any such data lost as a result of such suspension or maintenance work. We shall not be liable for any direct or indirect loss or damage suffered by the Client or any other third party arising from the suspension of the Service.

2.12 We will use all reasonable endeavors to correct any reported technical faults in the Service as soon as reasonably practicable. However, we do not give any guarantees as to performance of the Service or any undertakings that the Service will be continuously available or free of faults, as authorization process in some cases includes participation of third parties, such as Card Organization and Card Issuers, which are not under our control.

2.13 Occasionally we may:

(a) for operational reasons, update the technical specification of the Service and/or update the manuals or documents related to the Service; or

(b) require the Client to follow instructions which it believes are necessary for reasons of security or quality; or

(c) for operational or commercial reasons, make changes in the information provided for the Client, to which Client agrees by entering into this Agreement or using the Service.

2.14 We may refuse to execute any payment transaction, payment order or other use of the Service if we have reasonable grounds to suspect fraud, a breach of the Agreement or Regulations by Client or third party. Authorizations or payouts may also be delayed due to compliance with obligations under applicable legislation or Regulations, including if we suspect that the transaction involves fraud or illegal or non-acceptable activities. In the event that we refuse to execute a transaction or payment order, Client will be notified, unless it is unlawful for us to do so or would compromise reasonable security measures.

2.15 Clients with specific businesses and Merchant category codes (MCC), such as Hotels, Cruise lines, Rent-a-Card and similar, as provided by the Rules of the Card Organizations may be eligible for Pre-authorization transactions, offered as a part of the Service. Such transactions will be available to Clients after our explicit approval for each Client. We have full discretion in the assessment of the Client's application for Pre-authorization transactions and may refuse this part of the Service to a Client or stop offering with immediate effect this type of Service for security or compliance reasons, for which we shall not be liable for whatsoever compensations to the Client.

3. Funding of account and Receipt of money:

3.1 Funding of Business accounts with amounts due by us to Client from acquiring services: Client agrees that myPOS Account will be used to settle amounts due by the Member to Client from the acquiring services under this Agreement.

3.1.1 The amounts collected by the Service shall become due to Client and shall be paid by us to Client's account for e-money via issuing of electronic money in the following business day:

(i) In case of transactions via myPOS Virtual or links or requests for payments - the business day of authorization of the transaction by the Card Issuer which is usually the same day of the transaction;

(ii) In case of transactions via myPOS via payment card of the Card Organizations - the business day of authorization of the transaction by the Card Issuer, which is usually the same day of the transaction.

3.1.2 In case of Pre-authorization transaction, the amount of the Pre-authorization operation is not received by us and is not credited to the Client's account until due completion of the Pre-authorization transaction in compliance with the Rules of the Card Organizations and our requirements. The Client is obliged to perform a completion of the Pre-authorization transaction, by confirming the transactions for the full or partial amount within 90 days from the date of the Pre-authorization transaction, after which the amounts collected via the Service will be credited to the Client's account. In case the Client does not complete the Pre-Authorization transaction within the period specified above or cancels the Pre-authorization transaction ("Cancelation of Pre-authorization") the amount of this transaction shall not be credited to the Client's account and the Client will be charged with a fee for the cancellation, as provided in the Tariff.

3.1.3 The amounts due by us to Client, in exchange of which electronic money shall be issued, are calculated in the following way: The amount received by us from acquiring or other payment services is decreased with the following amounts due by Client to us:

(i) any fees, charges or compensations due by Client to us for the Services or in connection with this Agreement or other Agreements with us; and

(ii) any charges and/or sums or payment amounts subject to chargebacks, reversals, refunds, reimbursements or any other entitlements or on other legal grounds, or compensations or penalties to be paid by us to Sub-Contractors or Card Organizations or other Regulators; and

(iii) any amounts subject to withhold by us, such as Reserve or Hold/Pending or withhold of amounts by us under this Agreement or other Agreements with us or in compliance with the laws and Regulations.

3.1.5 Amounts, collected via the Services, which are withheld by us as Reserve or as Hold/Pending under this Agreement or other Agreements or for compliance with laws or Regulations, are not yet due for payment from us to Client, until the reason for withhold is rectified and such amounts represent conditional obligations of ours with regard to Client. Such amounts are not considered as funds received by us in exchange of electronic money, therefore, they are not electronic money or available balance in Client's account for e-money or a claim of Client towards us until the reason for withholding or Reserve is rectified and these amounts are credit to the Client's account for e-money. Client shall be able to see the amounts withheld by us in Client online account, in the Reserve account, as Reserve or Hold/Pending, where such amounts are displayed only for information purposes and not as e-money balance. We shall inform the Client on the reasons for withholding of amounts, unless it is unlawful for us to inform Client.

3.1.6 Amounts of Pre-authorization transactions are not credited to the Client's account until due completion of the Pre-authorization transaction and settlement to us, according to the Rules of the Card Organizations. Such amounts are not e-money and are not available balance of e-money. Such amounts are displayed in a separate place in the online account of the Client, who is approved for such transactions, under Tab "Pre-authorization" only for information purposes.

3.1.7 Nothing in this Agreement shall require us to provide any credit or overdraft facility to Client and it is not intended that any such credit or overdraft will be granted.

3.2 Funding transactions: Client can order a credit transfer from a bank account to Client's myPOS account for e-money provided by us. Upon receipt of the amount of the transfer by us, we will issue electronic money in the same amount and currency as the amount and currency received by us and in the same business day as the date of receipt of the funds by us. We are not responsible for and do not control when we will receive the funds from Client's payment services provider and whether the payment services provider of Client or correspondent banks will charge Client fees for the transfer and will transfer the full amount to us. Client will be notified through information in the online account in the balance and transaction history on the amount of issued money and date of credit operation.

3.3 Funding transactions, involving acquiring (if there are such)with some funding methods may be rejected or limited by us for regulatory reasons (AML/FT), risk and security or to avoid conflict between various Services by us or on other grounds, or may be rejected or delayed, for reasons beyond our control. We do not guarantee the acceptance of any particular funding method, and may make changes or discontinue the acceptance of any particular funding method at any time and without prior notice to Client, for which we are not liable.

3.4 Client agrees that Client cannot make a successful Chargeback after a funding transaction, on the ground "goods not delivered or similar", as the purchased e-money (purchased goods) is issued (delivered) by us upon receipt of funds.

3.10 Requests for payments: Client's account may also be funded with e-money via receipt of money from Virtual myPOS or links for payment for card-not present payments. The Client can send a payment request or a link for payment via the Service, which has an expiry date and amount set by the Client, and if the recipient agrees to pay to the Client, the payment will be processed as a card-not present transaction on a secured platform myPOS. . Client understands and agrees that a sent link or request for payment is not a promise or obligation on our behalf to debit the account or card of the recipient and that the recipient of that link or request has to agree, open the link and make an e-commerce transaction with a valid card prior to the expiry date of the payment request. We are not liable for late payments or refusals to pay via link or requests for payments.

4. Refusal, reversal of unauthorized transaction and reversal of incorrect payment orders:

4.1 If we refuse to execute a payment, the refusal and, if possible, the reasons for it as well as the procedure for correcting any factual mistakes that led to the refusal shall be notified to Client, unless prohibited by other relevant EU or national legislation. We shall provide or make available the notification to Client via email or via the online account at the earliest opportunity. We

may charge a fee for providing additional information for such a notification if the refusal is objectively justified.

4.2 In case of unauthorized transaction we shall conduct a procedure for proving authentic and correct execution of payment transaction and if this procedure is completed in favor of Client, we shall reverse the operation and return the amount to Client' account, less the applicable fee in the Tariff, within the deadline provided in the law.

4.3 Client agrees that we may not be always able to reverse the amount of unauthorized transaction or incorrect payment order, in cases, where the deadlines for chargeback or reversal procedures before the Card Organizations have expired or in other cases per the rules of the respective Card Organization, in which cases we shall not owe Reversal or compensation to Client.

4.4 When Client receives a payment:

(a) Client is liable to us for the full amount of the payment plus any Fees if the payment is later invalidated for any reason. In addition to any other liability, if there is a Reversal, or if Client loses a Chargeback or Claim, Client will owe us an amount equal to the Reversal, Chargeback or Claim and applicable fee as per the Tariff and other charges related to the Reversal, Chargeback or Claim. We shall debit Client's account to recover any amounts and fees, due by Client in connection to Reversal, or Chargeback or Claim or Reserve, immediately and without prior notice;

(b) in case Client receives a payment to a sub-account, which the Client has disabled via the Service, we shall not be liable for crediting the Client's account. In such case we shall place the credit transfer as "pending" and shall request from the Client via e-mail approval to credit one of the other sub-accounts in the same curriencies or other currencies and if there is no approval via e-mail by the Client, we shall return the amount of the transaction to the original payer and may charge the Client with a fee for reversal.

4.5 Client agrees that in case a payment transaction is not approved for some reason or client wishes to refund full or partial amount, then the following rules shall apply:

(i) Reversal or refund of full amount of transaction – the amount of the transaction is refunded in the original type of currency; or

(ii) Partial reversal or refund of amount of transaction – the amount subject to reversal or refund is refunded in the currency of the transaction; or

(iii) If payment has been made with Card via debiting of linked Funding Instrument - the amount subject to reversal or refund is refunded in the currency of Card; or

(iv) If payment has been made with e-money via debiting of linked Funding Instrument - the amount subject to reversal or refund is refunded to Funding instrument if possible, or if not possible is refunded in Client's account in the currency of the transaction.

4.6 Chargebacks, Reversals, Refunds or Claims, related to the acquiring services:

4.6.1 Client acknowledges and agrees that Client may become liable to us for the full or partial amount of any payment, received by us or Client from the Service plus any fees or charges if the payment is later invalidated for any legal reason, including but not limited to charge back or reversal of a payment transaction, or chargeback of card-not-present transaction for payment via the Links or Requests for payments, or on other legal ground. In addition to any other liability, if there is a reversal, or if Client loses a chargeback or claim, Client will owe to us an amount equal to the reversal, chargeback or claim and applicable fee as per the Tariff and other charges related to the reversal, chargeback or claim.

4.6.2 We are entitled to withhold amounts to be paid to Client or debit amounts from Client's account, equal to the amounts subject to chargeback, reversal, refund, any claim related to Pre-authorization transactions or MOTO or e-Commerce or other claim, including the fee owed by Client and any fees and compensations paid to the Regulators, during the time of the procedure or later on, notwithstanding if the amounts have already been credited to Client's Account. Depending on the outcome of the claim against us or the Client, we are entitled to:

(i) In case of successful chargeback, reversal, refund or claim, to reimburse the funds to the Payer or cardholder (or Card Organization) or other appropriate third party and charge Client for these amounts, including applicable fee, by deducting them from the amounts due by us to Client or by debiting Client Account. In such case, we shall be entitled to debit the e-money balance first in any currency and any account of the Client opened with us, and then the Reserve, if there is no sufficient funds in the e-money balances. Alternatively:

(ii) In case of charge back, reversal, refund or claim, which have been decided in a non-appealable way as not successful, to release the withheld or blocked amounts to Client.

4.6.3 Client acknowledges that the validity of a chargeback, refund, reversal or claim will be determined by the relevant Card Organization or other third party payment service provider and we will have no discretion on the matter. We are not liable to Client in respect of any reimbursement to cardholder (or Card Organization), their payment service provider or other appropriate third party because of a chargeback, refund, reversal or claim.

4.6.4 In case a cardholder escalates a chargeback or similar procedure before the Card Organization, under the rules for arbitration procedure of the Card Organization, we shall inform Client on this and shall cooperate with Client in such procedure as per the Regulations. All costs or fees incurred by us in such procedure, including the costs or fees, paid by cardholder, in case of loss of the procedure, shall be on account of Client.

4.6.5 Client acknowledges and accepts that we may restrict or suspend the use of the Service and/or terminate this Agreement immediately and without advance notice in the event that the levels of chargeback, refund, reversal or claims connected with the Client website or offers are, in our sole opinion, excessive.

4.6.6 In case we have reasonable doubts or we receive information from Card Organizations or other Regulators for payments with stolen cards, false cards, or unauthorized payments with cards or other irregularities in connection with Client website, we have the right to withhold or block all due amounts to Client, including in Client Account and to start an investigation without prior notice to Client. Client is obliged to cooperate us and present us all requested information related to the alleged fraud or unauthorized payments. We have to complete our internal investigation within a reasonable period and has to inform Client on the outcome. Client acknowledges and agrees that in some cases of violations we may be obliged to report Client websites to registers of Card Organizations or other Regulators and terminate the Service for the Client, for which we shall not be liable.

4.7 Other rules for use of the Service:

4.7.1 Without prejudice to the above, Client agrees and acknowledges that the reporting and payment of any applicable taxes arising from use of the Service and which by law are obligations of Client, is Client's exclusive responsibility and liability. Client hereby agrees to comply with any and all applicable tax laws.

4.7.2 We may at our discretion block the possibility for specific types of payment transactions in principle or in countries or in some cases, in order to comply with risk and compliance requirements. We may, at our reasonable discretion (for example, for fraud, risk and compliance reasons) impose limits on the amount of money Client can withdraw, transfer, receive or fund for a certain period of time or for the whole period of use of Service.

4.7.3 Client acknowledges and agrees that: (a) The sales of Goods and Services are transactions between the Merchant and Client and not with us, or any of our Branches, Agents or affiliates, unless we are expressly designated as a Seller (Merchant) in the transaction (for example, purchase of other prepaid cards, such as GIFTCARD or other). We are not liable for the performance of obligation of Merchants.

4.7.4 We shall provide to Client information on balance/s, IBAN numbers and other unique account identifiers, information on acquired and settled transactions, information of payment transactions, history of transactions, status of account, status of other payment instruments, notifications to Client and other important information via email to Client's registered email or via the online account of Client, via SMS to the registered mobile phone of Client or via the website for the Service.

4.7.5 Client will be able to view Client transactions free of charge in Client's account transaction history, which is updated regularly, and Client agrees not to receive paper statements. We shall send to Client registered e-mail on a monthly basis a link to the Client's account to check its balance and/or transaction history. Upon Client request we may, upon our discretion, provide Client with additional statements, paper or otherwise, of the transactions but in this case, we may charge Client a reasonable administration fee. We may charge Client a fee for other information services, different from the standard information services, provided via the Service or additional services provided by us, as provided in the Tariff.

4.7.6 In case Client wishes to use an alternative method for two-factor authentication and receipt of one-time password, as may be required by the Service, Client has to select this option from Client's online account. Transactions, operations and activities confirmed with the one-time password, generated via each of the available two-factor authentication methods, supported for the Service, will be considered as valid and binding on the Client.

5. Reserve, Hold/Pending and other Protective Actions:

5.1. We shall be entitled to withhold and keep as a Reserve, securing performance by the Client of Client's obligations under this Agreement and the applicable laws and Regulations, a sum equal to the amount of a whole or part of any type of

transaction/s and/or a Reserve Percentage, as set in the online account of the Client for the Service and shown to the Client prior to entry into Agreement or in another Commercial Agreement (if applicable). The Reserve percentage is as a percentage of the amount of certain or all types of processed card transactions to be settled to the account. The Reserve percentage in case of use of myPOS Virtual or e-Commerce shall be 10% per default (unless otherwise agreed by the Parties when registering for the Service) from all myPOS Virtual or e-Commerce transactions. The Reserve percentage in case of use of MOTO or pre-authorizations or other risk transactions shall be 10% per default (unless otherwise agreed by the Parties when registering for the Service) from all card transactions to be settled to the account, including transactions of physical POS, virtual POS or e-commerce. The Reserve may be set in the online account of the Merchant for the Service. If the amount of the Reserve is depleted or diminished for some reasons, we shall be entitled to withhold amounts from all types of credit transactions to the account of the Client, to replenish the amount of the Reserve or Hold. The reserved amounts will be reserved by us for a period up to 1 (one) year after authorization of the transaction or a longer period if this is necessary for the protection of our legal interests. All such reserved sums will be displayed in Client online account for the Service as Reserve or Reserved. Such amounts do not represent electronic money and the client may not use, redeem or buy back them until the reserve period elapses and the amounts are credited to the Client's balance of e-money. The funds will be withheld with operation Withhold Reserve and shall be released with operation Release Reserve. The release of the respective reserved amounts shall be performed once per day or at other time intervals, at the end of the Business day.

5.2. We shall determine the Reserve amount or percentage depending on the level of risk of Client, geographical locations, type of business and other factors. We shall regularly check the percentage and amount retained under the Reserve percentage. If in our sole discretion the amount of the retention exceeds a reasonable amount covering the risks, we may:

(i) release the excess amount and cease to keep it as Reserved and credit it to the Client account or

(ii) lower the Reserve percentage.

5.3. If in our discretion there may be a high or higher level of risk associated with Client, the account of the Client or usage of the Service and the amount of the Reserve or retention does not correspond to the risks, we shall be entitled to unilaterally:

(i) increase the Reserve percentage without prior notice, and/or

(ii) prolong the period for which the sums will be kept as Reserved for more than 1 (one year) and/or

(iii) request a bank guarantee or a corporate guarantee or another additional security from the Client, and if not provided, terminate the Service, without liability or compensation for damages.

We may change the terms of the Reserve at any time and shall provide the Client with a notice on the changes via e-mail in reasonable time. In case Client does not agree with the changes of Reserve, Client has the right to terminate this Agreement as stipulated below in this Agreement.

5.4. If upon our discretion there may be a high level of risk associated with Client account or usage of the Service or Client has breached or is breaching the Agreement or any laws or Regulations, in addition to the Reserve, we shall also be entitled, in our sole discretion, to place a Hold on the funds held by the Client as Balance of e-money or to withdraw and keep funds from authorized transactions, which have not been yet credited to the Client's account for e-money. In relation to the Service, this may include (without limitation) an unusual level of customer refunds, chargebacks or other similar. We are entitled to withhold amounts for a period of time, which is reasonably necessary to assess our damages. Amounts which are placed on hold or withdrawn by us for the above reasons will be shown as "Hold/Pending" in the Client's account only for information purposes and only if allowed by the law. Such amounts do not represent electronic money and the client may not use, redeem or buy back them until the reason for hold/withdrawal is rectified and the amounts are credited to the Client's account for e-money.

5.5. If upon our discretion there may be a high level of risk associated with Client account or usage of the Service or Client has breached or is breaching the Agreement or any laws or Regulations, we are entitled to take other reasonable actions, which we determine are necessary to protect against the risks associated with the Client or Client's account, including, but not limited to requesting additional collateral from Client, such as a letter of credit or a personal guarantee, imposing higher limits on the amounts accepted via the Service, or limiting the functionality or number of devices or cards or other parts of the Services, including blocking parts or whole of the Services, such as myPOS, myPOS Virtual or Card or Account, blocking the access to the Client's account or blocking only the possibility for payment orders and use/redemption of e-money or other. We may contact the customers of the Client, on Client's behalf, in the event that we are investigating potential fraud. If we have blocked/disabled myPOS or Card, for such reasons, Client is obliged to return to us or a person specified by us via post the blocked payment device, such as myPOS or myPOS Business Card, on account of Client. We may withhold money from Client until due performance of this obligation.

5.6. In order to determine the risk associated with Client's account or use of the Service, we may request at any time, and

Client agrees to provide promptly any information or documents about the Client or Client's business, use of the Service, use of the account or Card, operations or any other information about the Client. We shall reserve the right to reassess Client's eligibility for any account, product or Service if Client's business is materially different from the information provided by Client upon subscription for the Service.

5.7. Client liability is not limited to the amount of the Reserve or Hold/pending amounts. We are entitled to debit from the amounts withheld or from the balance of e-money of the Client amounts, for which we have been assessed by Regulators or Card Organizations or damages suffered by us, including but not limited reputational damages, in relation to the Client or non-compliance of Client with this Agreement, the laws or Regulations. We shall inform the Client on such debit operations in reasonable time via e-mail and without delay, unless it is unlawful to inform the Client or it is against our legal interests.

6. Protection of Client personal information and Financial Secrecy:

6.1 We are authorized to store and process Client's data, including personal data in terms of the applicable legislation on data protection (and any amendment thereof), to the extent that this is necessary for the appropriate conduct of the business relations and conforms to the applicable statutory provisions. We only record information which serves to fulfil our duties and do this solely within the scope of the service provided to Client. In this respect Client authorizes us to collect, process and store data relating to Client from other banks and other professionals. For information about myPOS data protection Policy, Client has to read the Privacy Policy available on the website for the Service. Client may request that an electronic copy of Privacy Policy is sent to Client in PDF form by contacting us via Client's registered and verified e-mail for the Service

6.2 Financial Secrecy: we are bound, in accordance with the applicable laws and agreements, to observe secrecy and confidentiality with regards to all information which Client discloses to us about the Client ("Secret Information"). However, we are authorized and required by the applicable laws a or international laws to disclose Secret Information in so far as the declaration of such Secret Information is:

a) required in terms of any provision of law in any jurisdiction, under the applicable laws on automatic exchange of information, such as *Foreign Account Tax Compliance Act* (FATCA) or *Common Reporting Standard* (CRS) or similar, requiring financial institutions to exchange automaticaly with the competent tax authorities information on client data, such as client names, address, Tax number, social security number, or similar, account number and account/s balance as at the end of the calendar year and other information for tax purposes, specified in these acts, or on a *ad hoc* principle upon request or order of any competent authorities;

b) required in terms of an order of a Court of law, prosecution office, or police or tax authority, bailiffs, or other authority or agency investigating a criminal or administrative offence (not limited to money laundering or terrorism financing) or a breach of any law by Client;

c) required for any proceedings by us against the Client for recovery of sums due to it in terms of the business relationship or for defending itself against any claim with regard to services provided to Client in connection with which the secret information has been obtained by us;

d) otherwise permitted by the Client including when Client require us to provide a reference or a status report to a third party or by any applicable law;

e) to the Member for the purposes of issuing or acquiring of cards, card transactions authorizations and processing, processing of claims (chargebacks or fraud) for cards with the logo of the Card Organizations, including but not limited to full KYC data and files on the customer.

6.3 In accordance with the provisions of the Law, by accepting this Legal agreement, the Client consents to disclose information about Client, acquired during the course of the relationship in the circumstances specified hereunder:

a) to any of our professional advisers (including but not limited to financial, legal and other advisers as might be engaged from time to time), or to any actual or potential assignee or transferee of our rights against the Client, or to any person who may otherwise enter into contractual relations with the us in relation to the business relationship with the Client;

b) when the information is required to be disclosed or is requested in the course of a due diligence exercise;

c) when the information is required in the normal course of business with institutions or other persons who are normally bound by similar obligations of secrecy.

6.4 Client agrees to the use of Client data in accordance with the Privacy Policy. The Client expressly agrees for the use and the communication of Client's personal data to us and our agents and sub-contractors.

6.5 Client Identity Verification for Anti-Money-Laundering Requirements and Fraud detection:

(a) Client acknowledges that we are offering and continues to offer the Services to Client on the condition that Client satisfies all due diligence and identity checks that we may conduct, and that Client complies with ours, Card Organizations', and regulatory anti-money-laundering requirements. Identity checks may include credit checks, anti-money-laundering checks required by relevant legislation, checks required by card associations and checks to meet relevant regulatory requirements. Client will provide all assistance requested by us in carrying out such checks and determining compliance with anti-money-laundering requirements, including the provision of such additional registration or identity verification information as we may require at any time.

(b) Client consents to sharing with and obtaining from third parties, both inside and outside the European Economic Area, and to the extent permitted by law, information held about Client, including personal data as defined under relevant data protection legislation, for conducting applicable due diligence and identity checks, and Client agrees that such third parties may retain the information shared in this way.

(c) Non-satisfaction of the conditions in this clause, including that Client provides information requested by us to conduct identity verification or determine compliance with anti-money-laundering requirements, may result in decline or immediate suspension of the Client's use of the Service and/or also termination of this Agreement without prior notice to Client.

7. Restricted Activities:

7.1 Client may only use the Service in bona fide and in accordance with the functionalities of the Service as defined in the online account of the Service and the use of Card as defined by the Card Organization and in compliance with this Agreement. Client agrees to use the Service only as permitted by:

(i) The Agreement, and **myPOS Acceptance Policy**,, available on the website for the Service and all documentation included in myPOS package or technical documentations or manuals for myPOS Virtual;

(ii) Characteristics, settings and limits of the Service, including setting of limits and options by Client as allowed by the Service, as published and updated by us from time to time on the website for the Service or in the online account for the Service; and

(iii) Any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

7.2 Restricted activities: It is strictly forbidden to use the Service in violation of the Agreement, or for any illegal purposes including but not limited fraud, money laundering, tax evasion, without the consent or against the will of the cardholders or customers of the Client or other illegal activities. Client shall under no circumstances use the Service for activities or execution of transactions, which without limitation involve or may involve any of the following:

(i) Breach of this Agreement (including, without limitation, providing false identifying data, such as false names, e-mail address, multiple mobile numbers or other data, with the aim or resulting in opening of multiple accounts for a single user or avoiding the limits imposed by us in another way); or

(ii) Breach or risk of breach by Client or by us of any law, statute, contract, or regulation applicable (for example, Data Protection laws, laws on electronic messages or unrequested advertising or those governing payment services including anti-money laundering or terrorist financing, or similar regulatory requirements, including where we cannot verify the identity or other data about Client according to regulatory or Internal requirements, consumer protections, unfair competition, anti-discrimination, gambling, false advertising, illegal sale or purchase or exchange of any Goods or Services according to all applicable laws); or

(iii) Abuse by Client of the reversal or chargeback process provided by Client's bank or credit card company; or

(iv) Use of the Service without the consent or against the will of the cardholders/customers of the Client, such as sending Links or Requests for payments without the consent of the cardholders/customers of the Client, or in a manner that results in or may result in complaints, disputes, claims, reversals, chargebacks, fees, fines, penalties and other liability of ours', our agents or sub-contractors;

(v) Initiation of transactions that may be considered to be cash advances or assisting in cash advances from Merchants or to facilitate the purchase of cash equivalents (travellers' cheques or money orders, etc.); or

(vi) Infringement of our or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy; or

(vii) Use the Service in connection with any other underlying illegal transaction;

(viii) Use of the Service for any sale of purchase of goods and/or services, which are not acceptable to us as determined on the website for the Service or instructed in writing by us.

(ix) Send unsolicited email/sms/invitation to a user of the Service or third party or use the Service to collect payments for sending, or assisting in sending, unsolicited email/sms/invitation to third parties.

(x) Act in a manner that is obscene, defamatory, libelous, unlawfully threatening or unlawfully harassing or provide false, inaccurate or misleading Information.

(xi) Use an anonymizing proxy or control an account that is linked to another account that has engaged in any of these Restricted Activities (an Account is deemed to be “linked” to another account for the purpose of this section where we have reason to believe that both accounts are controlled by the same legal personality or group of legal personalities (including, without limitation, individuals), which is more likely when both accounts share certain attributes, including, without limitation, the same recorded user name, email address, funding source (e.g. bank account) and/or recorded ID used to receive Services.

(xii) Allow the account to have a balance reflecting an amount owing to us.

(xiii) Facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information or use any robot, spider, other automatic device, or manual process to monitor or copy the website of the Service or to interfere with the Service.

(xiv) Use the Service to test credit card behaviors;

(xv) Selling, renting, losing or somehow giving the POS terminal to a third party, or Reveal Client’s Account password(s) or PIN for cards to anyone else, or use of anyone else's password or PIN. We are not responsible for losses incurred by Clients including, without limitation, the use of the POS or account or card by any person other than the Client, arising as the result of misuse of POS, cards, PIN or passwords;

7.3 Client may not use the Service and/or may not accept the Agreement and we may temporarily stop or terminate the Service or Agreement immediately and without prior notice to Client, if:

(a) Client is not of legal age to form a binding contract with us and operate the payment instrument or funding instrument for use with the Service; or

(b) Client is a person barred from receiving the Service under the applicable laws or Regulations of Card Organizations or other Organizations or our rules or policies;

(c) Client has not been dully identified or verified by us, upon our single discretion;

(d) Client’s is not using the Services for Client’s legal business or professional activity or Client’s activity is not compliant with the laws; or

(e) Other important reasons, upon our discretion, such as risk and compliance;

7.4 we shall be entitled to notify Client at any time on non-acceptance to the Service via e-mail. The decision for the refusal is strictly in our discretion and we shall not be liable for whatsoever compensations.

7.5 Client authorizes us to obtain a credit report and/or to otherwise make credit or other background enquiries from time to time, as we may deem appropriate, to evaluate Client registration for or continued use of the Service.

7.6 Client agrees not to access (or attempt to access) any of the Service by any means other than through the User interface of the Service and Card that are provided by us for the Service, unless Client have been specifically allowed to do so in a separate agreement with us. Client acknowledges that this restriction will apply to use of the Service by any automated means.

7.7 Client agrees that Client will not engage in any activity that interferes with or disrupts the Service (or the servers and networks which are connected to the Service).

7.8 Client agrees that Client will not reproduce, duplicate, copy, sell, trade or resell the Service for any purpose.

7.9 Client agrees that Client is fully responsible for (and that we have no responsibility to Client or to any third party for) any breach of Client obligations under the Agreement and for the consequences (including any loss or damage which we may

suffer) of any such breach.

7.10 Client acknowledges and agrees that in order to meet all obligations after the Prevention of Money Laundering Act and The Prevention of Money Laundering and Funding of Terrorism Regulations and other documents related to their execution, as well as all European and national legislation in the field, we may establish general practices and limits concerning the use of the Service without prior notice to Client, including, without limitation, individual or aggregate transaction limits on the value or turnover of e-money, transaction or other limits on the value, type or number of funding transactions or Payment Transactions during any specified time period(s). We shall notify Client for every amendment in the common practices and limitations within reasonable time unless such notification is prohibited by aforementioned Prevention of Money Laundering Act and The Prevention of Money Laundering and Funding of Terrorism Regulations.

7.11 We may refuse to execute any acquiring or payment transaction, payment Order or other use of the Service if we have reasonable grounds to suspect fraud, a breach of the applicable Agreement by Client or the Merchant, or a violation of law or regulation of Card Organization or other Organization. Transactions may also be delayed due to our compliance with our obligations under applicable anti-money-laundering legislation, including if we suspect that the transaction involves fraud or illegal or non-acceptable activities. In the event that we refuse to execute a funding or payment transaction or payment order, Client will be notified, unless it is unlawful for us to do so or would compromise reasonable security measures.

7.12 Client acknowledges and agrees that if we disable access to e-money account or to any payment instrument, Client may be prevented from accessing the Service, Client's account details or any files or other content which are contained in Client's account or connected to Client e-money or payment instruments.

7.13 we are not liable for declined payment transactions or lack of Service, due to lack of authorization of the transaction from the Issuer of the card, enough balance in the account, use of Card without name of cardholder or in case of Merchants not accepting payments with such Cards, or offline transactions (Cards are generally not accepted for offline transactions, such as payments on toll roads, or other, however, this does not exclude Client liability for offline transactions, if any), lack of Internet, or problems with hardware or software of Client, or exceeding the limits set by Client as allowed by the Service, or the general limits, determined by us, or any other reason beyond our reasonable control.

7.14 Non-satisfaction of the conditions in this Agreement and/or our Acceptance Policy, may result in immediate suspension of the Client's use of the Service, blocking of funds in Client's account, right to withhold funds in Client's account for satisfaction of damages incurred by us, because of Client breach, claim by us against Client, initiation of procedures before competent regulatory bodies or Card Organizations, and also termination of this Agreement without prior notice to Client.

8. Acceptance Policy

8.1. Restrictions on use of the myPOS Service: Client must not perform under any circumstances any of the following activities (hereinafter 'Restricted Activities') by using the Service:

(i) Infringe any party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy or use the Service to offer counterfeit content, goods or services; and

(ii) Act in a manner that is defamatory, trade libelous, unlawfully threatening or unlawfully harassing or offer directly or indirectly content or goods or services, which are not acceptable to us or to Regulators, such as child pornography, bestiality, tobacco (applies to e-commerce), pharm sales (applies to e-commerce), illegal gambling, rape, hate, violence, or 3rd party processing and other similar non-acceptable to us or to Regulators; and

(iii) Provide false, inaccurate or misleading information; and

(iv) Send or receive what we reasonably believe to be potentially fraudulent funds; and

(v) Refuse to cooperate in an investigation or provide confirmation of Client identity or beneficial ownership; and

(vi) Conduct its business or use the Service in a manner that results in or may result in complaints, disputes, return requests, chargebacks, fees, fines, penalties and other liability that might affect us, our Agents or Sub-contractors; and

(vii) Has a credit score from a credit reporting agency that indicates a high level of risk associated with Client use of the Service; and

(viii) Use the Services in a manner that we or our Agents or sub-contractors, or any of the Card Organizations, reasonably believe to be an abuse of the card system or a violation of the Regulations; and

(ix) Provide Clients a cash advance from Clients cards (or help others to do so); and

(x) Store, disclose or transfer any Payer data, processed through the Service or in other ways, in a way which is not in compliance with the Regulations or to a third party, or use such information for any purposes other than those permitted under this Agreement and the Regulations; and

(xi) Facilitate any viruses or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information

(xii) Use any automatic device, or manual process to monitor, copy, tamper, 'hack', modify or otherwise corrupt the security or functionality of the Service, systems or websites; and

(xiii) Act or omit to act in a way that may cause loss for us or any other third party;

(xiv) Any other activity forbidden by Client Acceptance Policy or the Regulations.

8.2. General Requirements

8.2.1. Client must not copy, store, transfer, sell, purchase, provide, exchange or in any manner disclose Payer's payment instruments personalized security characteristics, such as usernames or password for use of wallets or cardholder data such as PAN, PIN, CVV, CVC or other of payments cards or similar, provided by us, referred to as "security characteristics of buyers' payment instruments", to anyone other than us, or in response to a valid regulatory body demand. Client is deemed to be responsible for the conduct of its employees, agents, sub-contractors and representatives. In case of unauthorized or unlawful storing, access and processing of security characteristics of buyers' payment instruments, Client shall immediately inform us in writing, stating the compromised security characteristics of buyers' payment instruments.

8.2.2. Each party shall, at all times, comply with its respective obligations under all applicable data protection legislation in relation to all personal data that is processed by it in the course of performing its obligations under this Agreement. Client shall bring into effect and maintain all technical and organizational measures to prevent unauthorized or unlawful processing of personal data and accidental loss or damage of personal data, including taking reasonable steps to ensure the reliability of employees having access to the personal data.

8.2.3. Client must keep and store in a secure way all information regarding transactions on Client website, and parties to those transactions, including shipping documents and receipts of delivery of goods or services. When requested to do so by us, Client must provide us, within 72 hours, all information available to it regarding transactions, and parties to those transactions, including but not limited to: orders, shipping documents and receipts of delivery, and other documents as we might need for the purposes of claims, chargebacks, reversals, refunds or prevention or deterrence of crime, and to meet its regulatory obligations and risk management objectives. Client should keep any such requests and any further action taken by us in respect of those requests, confidential. We may, where we consider appropriate, pass on any information received from Client to the relevant regulatory bodies.

8.2.4. A Client must not submit to us a transaction that Client knows or should have known to be fraudulent or not authorized by the Payer, or that it knows or should have known to be authorized by a Payer colluding with Client for a fraudulent purpose. We are entitled upon our sole discretion and at any time, without prior notice to Client and for security or regulatory purposes to impose various limits unilaterally on the amount of authorized transactions or redemption of e-money or other transactions, such as single, daily, weekly, monthly or other limits. If it is not against our regulations we shall inform Client about such limits in Client online account or via e-mail within reasonable time. Where we reasonably suspect that Client has a substantial percentage of fraudulent transactions, Client must respond to any fraud related questions submitted by phone or email within 24 hours and propose reasonable measures to reduce the fraud.

8.2.5. Client must implement such security and other measures as requested by us, our sub-contractors or Regulators, within reasonable period of time and without delay. Further rules on requirements for Client websites and other Client obligations, related to the use of Service are contained in Client Acceptance Policy. Client understands and agrees that new rules, regulations and requirements related to the Service can be imposed by Regulators, including Card Organizations, and therefore we shall be entitled to unilaterally update Client Acceptance Policy in case of such changes, for which Client shall be informed within reasonable period of time.

8.2.6. Client warrants that Client is the rightful and beneficial owner/user of all websites and associated domain names, as well as of the client business activity and entity approved by us, in relation to which the Services under this Agreement are provided. Client warrants that Client is not acting on behalf of a third party. In case of change of this Client must immediately notify us in writing via e-mail. Client is not entitled in any way to lease or provide in other way the mobile POS for use by third parties, without our explicit written consent.

8.2.7. Client shall be obliged to use the mobile POS in good faith and with the care of professional and only for executing of valid transactions for payment with cards with the logo of Card Organizations, in compliance with our instructions on activation and use of the mobile POS.

8.3. Specific rules on transactions to be observed by Client. Client must:

8.3.1. Honor all cards, i.e. Client must accept all Cards of Card Organizations, display the logos of all Card Organizations without discrimination for all of the goods and services, offered by Client, including but not limited to: MasterCard, Visa, Maestro, Visa Electron, V PAY, Visa Debit and Debit MasterCard, JBC, UnionPay and others;

8.3.2.1. If Client has been authorized to undertake any specific type of transaction, Client is automatically authorized to provide refunds of such transactions. Client must only refund transactions to the card used for the original transaction. Client shall not make any cash refund to the cardholder for return of any merchandise or services previously purchased with his/her card. In such case, the refund shall be made solely by crediting the cardholder's card. Refund transactions can only be made as credit transactions, under the respective terms and conditions of the Card Organizations for such types of transactions.

8.3.2.2. In case the Client is authorized to accept payments with AMEX cards the amount of a credit transaction performed on the POS terminal of the Client cannot be different from the amount of the original purchase transaction. In accordance with AMEX rules the Client is obliged to initiate a credit operation to the buyer within 7 days as of the receipt of a reasonable request for a refund; and

8.3.3. Client must not undertake transactions for anything other than the described offers and activity of Client and genuine purchase of goods and services, which Client offers; and

8.3.4. Client floor limit is zero and all transactions must be authorized by Issuer and the respective Card Organization in compliance with its rules. Authorization can only confirm the lack of negative credit status of a Card and that the Card has not been reported as lost or stolen at the time of the transaction. Obtaining an authorization does not guarantee payment. If an authorization is not granted, Client must not continue to process the transaction; and

8.3.5. Chargeback ratio: Client has to maintain a chargeback ratio of 1% of Client sales and 100 chargebacks presented in total per month for MasterCard/VISA/JCB/UPI Cards. Client acknowledges and accepts that we shall also monitor the allowed chargeback ratio and can at any moment decide to cease the Service without prior notice to Client in case Client is in breach of chargeback ratio.

8.3.6. Fraud management:

8.3.6.1. Client must not exceed for VISA transactions 60 000 USD or equivalence in other currency of reported fraud and/or fraud-dollar-to sales-dollar ratio of 1 % on a monthly basis.

8.3.6.2. Client must not exceed for MasterCard transaction 4 000 USD or equivalence in other currency fraudulent transactions, 4 fraud transaction and/or 8% fraud-to-sale ratio on a monthly basis.

8.4. Requirements for Recurring payments:

8.4.1. Client shall require approval from us before offering recurring payments with payment cards in connection with Client offers. If Client has not received our prior approval, we may reject the payment transaction. If according to our reasonable opinion the Client misuses recurring payments, we may decline authorization or suspend the Service and Client's ability to offer recurring payments.

8.4.2. It shall be Client's responsibility to communicate the basis and terms of the recurring payment to the buyer (cardholder) in a fair, clear and transparent manner. At the least Client must receive a permission from the buyer including the following:

a) The transaction amount, unless the recurring transactions are for varying amounts

b) The frequency of the recurring charges (the fixed dates on or intervals at which the Recurring Transactions will be processed).

c) The duration for which buyer permission is granted.

d) Buyer's acknowledgement of the Client's cancellation and refund policies.

e) Where surcharging is permitted, buyer's acknowledgement of any surcharge assessed and the associated disclosures.

8.4.3. Client must retain the buyer's permission for the duration of the recurring merchandise or services. Client must provide the buyer with advance notice of each instance of a recurring payment at least 5 days before it is due or if for any reason this is not practicable, must provide the buyer with as much advance notice as possible.

8.4.4. Client is prohibited from charging an amount for a recurring transaction that includes a partial payment for merchandise or services purchased in a single transaction or any finance charges. Client is prohibited from completing a recurring transaction beyond the duration expressly authorized by the buyer or if Client receives either a cancellation notice from the buyer or if the transaction was denied for any reason.

8.4.5. Client must provide the buyer with the ability to cancel a recurring payment at any time. Client must provide an online cancellation procedure if the buyer's request for merchandise or services was initially accepted online. Client declares he is aware that in recurring payments the cardholder may instruct the Issuer to discontinue the recurring payments to Client, in which case either the Issuer or/and we shall be obliged to discontinue the recurring payments, for which we shall not be liable.

8.4.6. Buyer written permission for a recurring transaction or a Mail/Phone Order Transaction must contain all of the following information:

1. Account Number
2. Transaction Date
3. Transaction amount
4. Authorization Code, if any
5. Buyer (cardholder) signature
6. Client (merchant) name
7. Client (merchant) location
8. Description of merchandise or services

8.4.7. Client is obligated to use the method of communication agreed between Client and buyer in order to (both points are applicable):

- Provide buyer with confirmation that a recurring transaction agreement has been established within 2 business days

- Provide notification to buyer at least 7 working days before a recurring transaction if any of the following is true:

i. More than 6 months have elapsed since the previous recurring transaction.

ii. A trial period, introductory offer, or any promotional activity has expired.

iii. The recurring transaction agreement has been changed, including, but not limited to any change to the amount of the recurring transaction.

8.4.8. Where Client agrees with the buyer to receive recurring payments, we shall facilitate the transaction between Client and the buyer, but we shall be under no obligation to enforce any contractual obligations for payment by the buyer to Client or for delivery of Client’s goods or services to the buyer. We make no representation and give no undertaking or warranty that recurring payments will be made by the buyer. We shall be under no responsibility to enforce the recurring payment arrangement against the buyer.

8.4.9. Additional Requirements for Recurring payments are outlined in section 11.9 of this Policy in relation to Clients processing payment transactions with AMEX-branded cards.

8.4.10. In case of a chargeback initiated by the buyer for a recurring transaction and in order for the Client to successfully dispute the chargeback, Client must:

(i) Provide documentation proving that the transaction was recurring. Examples included but are not limited to: The Client providing proof that the buyer had to click to accept the recurring terms and conditions or the cardholder signed a contract agreeing to the recurring terms and conditions.

(ii) For buyers executing recurring transactions with VISA-branded cards, the documents that Client should provide in order to justify recurring transaction includes:

- Evidence of a legally binding contract held between the Client and the buyer.
- Proof regarding buyer’s use of the merchandise or services
- Evidence of a previous transaction that was not disputed

(iii) For buyers executing recurring transactions with MasterCard-branded cards the Client retains the buyer's written agreement to the terms of a recurring payment transaction. The Client must not deliver products or perform services pursuant to a recurring payment transaction after receiving notification of its cancellation by us or the buyer or that the Account on file is not to be honored.

8.4.11. Client acknowledges and accepts that Client shall refund the full amount paid by buyer if the Client has not adhered to the terms of the sale or service or the present Acceptance Policy.

8.5. Requirements for gambling transactions (if applicable to the Service):

8.5.1. Client is responsible to secure that all lawful gambling transactions, submitted by Client for processing comply with the specific additional requirements, connected to such transactions, including without limitations:

(i) Client has a valid license or other appropriate authority, or has dully granted license or power to registered agents or shops to operate Client website or offers under all applicable laws of the country or countries, where Client offers its goods and services; and

(ii) Client identifies the state or foreign country where the cardholder initiating the transaction is physically located at the time of the transaction; and

(iii) Client records the response and retain it, along with the cardholder's account number, the transaction amount, and the date; and

(iv) Client retains this information for a minimum of one year from the transaction date and provide it to us immediately upon our request; and

(v) Client posts a notice on Client websites in a position such that the notice will be displayed before requesting an account number (such as a click-through notice) stating that assertions have been made that Internet gambling may not be lawful in some jurisdictions, including the United States, and suggesting that the cardholder check whether Internet gambling is lawful under applicable law; and

(vi) Client provides on Client website at least the following information: a statement of the cardholder's responsibility to know the laws concerning online gambling in his or her country of domicile; a statement prohibiting the participation of minors; the Rules of play; the Cancellation policies; the Pay-out policies; a statement recommending that the cardholder retains a copy of Payment Records and Client policies and rules; and

(vii) Client restrain from selling chips or other value that can be used, directly or indirectly, to gamble at locations other than Client website; and

(viii) Client disburses winnings as 'Gaming Payment Transaction' or 'Original Credit Transaction' and not in the form of cash, cheque or other payment method, whereas the transaction is processed to the same Account Number that was used in the Gambling Transaction which placed the winning wager. Refunds for MasterCard Cards are not allowed; and

(ix) Client ensures that a Gambling Transaction representing the winning wager has been lawfully made and properly identified; and

(x) Client does not exceed 25 refunds in total per month and refunds for more than 5% of Client sales volume for VISA Cards.

8.6 Requirements for Pre-Authorization transactions (if allowed by the Service):

8.6.1 Client may be entitled to use Pre-Authorization functionality only if it meets the conditions set in the present Acceptance policy and/or correspondent to the Legal agreement for the Service and:

(i) performs business activity as hotel, cruise line or a vehicle rental company;

(ii) ensures Cardholder´s prior consent to incur Pre-Authorization transactions by including such clause in his General Terms and Conditions or other document regulating the legal relationship between Client and Cardholder;

8.6.2 A Pre-Authorization confirmation transaction must be completed within 30 calendar days of the transaction date of the initial Pre-Authorization transaction.

8.6.3 Client is allowed to initiate Pre-Authorization transaction only for payments on the following services:

(i) Damage to rental vehicles;

(ii) Food or beverage charges;

(iii) Fuel;

(iv) Goods and services purchased aboard a vessel of a Cruise Line;

(v) Insurance;

(vi) Parking tickets and other traffic violations;

(vii) Rental fees;

(viii) Room charges; and

(ix) Taxes.

8.6.4 If Client is a Vehicle Rental Company and Pre-Authorization transaction is used for covering expenses for parking tickets or penalties for violation of traffic legislation, Client must provide us with the following documentation issued by appropriate civil authority:

(i) The license number of the rental vehicle;

(ii) The time and the location of the violation;

(iii) The statute violated; and

(iv) The amount of the penalty in the local currency of that civil authority;

8.6.5 If Client is a vehicle rental company and Pre-Authorization transaction is used for covering of damages:

8.6.5.1 Client must provide us with the following documentation issued by appropriate civil authority:

(i) A copy of the rental agreement;

(ii) An estimate of the cost of the damage from an organization that can legally provide repairs;

(iii) The relevant civil authority's accident report (if applicable);

(iv) Documentation showing that the Cardholder has given consent that a Pre-Authorization transaction may be processed using Cardholder’s Card to cover damages to a rental vehicle. Such consent must be evidenced either by the Cardholder’s signature on the same page as, and close to, the description of the charges that may be covered by the Pre-Authorization transaction, or by the Cardholder’s signature on the agreement and the Cardholder’s initials on each page of the agreement, where the Cardholder’s signature is not set out on the same page as the description of the charges which may be covered by the Pre-Authorization transaction;

(v) Any other documentation demonstrating that Cardholder’s liability for the damage; and

(vi) A copy of the insurance policy of the Vehicle Rental Company, if that Vehicle Rental Company requires that the Cardholder pay an insurance deductible for damages and a copy of the Vehicle rental agreement showing that the Cardholder consents to be responsible for the insurance deductible.

8.6.5.2 Client must also provide us a written confirmation to the Cardholder within 10 business days of the return date of the rented vehicle including description of the damage, cost of the damage; and currency in which the cost of repairing the damage will be charged. Client must also give cardholder a possibility to provide an alternative written estimate for the cost of repairing the damage within 10 business days of receiving this above confirmation for damage and also ensure Cardholder´s right for to dispute the charged amount.

8.6.5.3 Client must wait 20 business days from the date of the confirmation receipt provided to the Cardholder before processing the Pre-Authorization transaction for damages in order to execute the action under 11.6.5.2.

8.6.6 If Client wishes to use Pre-Authorization transaction to guarantee its reservations, Client must provide us with Client’s Cancellation Policy. In case of chargeback Client must provide us with proofs that Client has communicated the Cancellation

Policy and all of the required information (described in details below) to the Cardholder whereas Client agrees that we may require additional documents related to cancellation of reservations.

8.7 Specific Requirements to Clients performing business activity as hotel, cruise line or a vehicle rental company

If Client runs a 1) Hotel or a vehicle Rental Company or is a third-party booking agent that accepts payments with Cards to guarantee Hotel/Vehicle Rental reservations, or runs a

2) Hotel or Cruise Line business and wishes to participate in the Advance Deposit Service the following requirements must be are applied:

8.7.1 Billing Information

8.7.1.1 For the purposes of compiling its billing information Client must obtain the Cardholder name, Account Number and Card expiry date.

8.7.1.2 *Additional requirements for some clients (Hotel or Cruise Line business) using Advance Deposit Service:*

a) Cardholder’s telephone number and mailing address;

b) Scheduled date of check-in for a Hotel, or embarkation for a Cruise Line; and

c) Intended length of stay or voyage.

d) Client must determine the Advance Deposit Transaction amount, which must not exceed for Hotels - the cost of the intended length of stay (not to exceed 14 nights' accommodation), and in the case of a Cruise Line - the total cost of the cruise.

8.7.1.3 In all cases the amount of an Advance Deposit Transaction or reservation transaction must be offset against the total cost of Client’s service to be paid by the Cardholder.

8.7.2 Accommodation/Reservation Information

8.7.2.1 Client is obliged to provide to the cardholder in writing confirmation of the reservation as well as all of the following:

a) The Reserved accommodation rate, Currency and amount of the Transaction;

b) The exact name and physical address of the hotel establishment, of the cruise ship and point of embarkation to the Cardholder or of the location from where the vehicle is to be collected prior to accepting the Cardholder’s reservation.

c) Client’s cancellation policy

8.7.2.2 *Additional information for hotel reservations:*

1) Client must inform the Cardholder that one night's lodging will be billed or in case of Advance Deposit Transaction Client will retain all or part of the Transaction amount if the Cardholder has not:

a) Registered at the hotel establishment by the check-out time on the day following the

Cardholder’s scheduled arrival date;

b) In case of Advance Deposit Transaction check-in at the reserved Hotel by the check-out time on the day following the specified last night of lodging or check-in by embarkation time of the Cruise (the Cardholder will lose the amount of the deposit that is equivalent to the unused amount of the reservation); or

c) Properly cancelled the reservation in accordance with Client’s cancellation policy.

8.7.2.3*. Additional information for Advance Deposit Transaction:*

Client’s intention to hold the Hotel or Cruise Line accommodation for the number of nights paid for and according to the reservation; and

8.7.2.4 *Additional requirements for Vehicle Rental Service:*

1) Ensure that the Cardholder is advised, at the time of making the reservation, that a confirmation receipt is available during the hours of operation on return of the rented vehicle. This receipt confirms the mutually agreed condition of the rented vehicle upon its return;

2) Inform the Cardholder that a No-Show Transaction up to the value of one day's rental at the reserved vehicle rental rate will be billed to the Cardholder if the Cardholder has neither:

- Collected the vehicle within 24 hours of the collection time; nor
- Properly cancelled the reservation in accordance with the communicated Vehicle Rental Company's cancellation policy.

8.7.2.5 If Client wishes to reserve the right to bill a No-Show Transaction, the latter must confirm, in writing, as part of the reservation confirmation, the value and currency of the No-Show Transaction that will be billed to the Cardholder.

8.7.3. Reservation Confirmation

8.7.3.1. Client agrees that a written confirmation of the reservation must be provided to the Cardholder which must contain all of the following information:

a) Cardholder name, Account Number truncated to only display four digits, Card expiry date;

b) Confirmation code and with the advice to the Cardholder to retain it in case of a dispute;

c) Exact physical address of the hotel establishment/ of location where vehicle is to be collected; and

d) Hours of operation of the collection and return outlet (applicable for Vehicle Rental Reservation)

e) Client's cancellation policy requirements or if applicable Hotel Reservation Service provisions relating to the Cardholder's obligations.

f) The actual date and time when the Cardholder's ability to cancel the accommodation reserved by that Advance Deposit Transaction without penalty expires; and

g) Written confirmation of any changes to the reservation made by the Cardholder.

8.7.3.2. If Client does retain all or part of the Transaction Amount of the Advance Deposit Transaction, it must not charge the Cardholder for a No-Show Transaction.

8.7.4. Transaction Receipt Completion (Applicable to Clients using Advance Deposit Service)

8.7.4.1. The Transaction Receipt for the Advance Deposit Transaction must include the following information:

a) Transaction Amount of the advance deposit;

b) Cardholder name and Account Number and Card expiry date;

c) Cardholder telephone number and mailing address;

d) The words "Advance Deposit" on the Transaction Receipt signature line;

e) Client's confirmation code confirming the Advance Deposit Transaction;

f) Scheduled check-in date or embarkation date; and

g) The actual date and time that the Cardholder's ability to cancel the accommodation without penalty reserved by that Advance Deposit Transaction expires.

8.7.4.2. Client must send a copy of the Transaction Receipt and a copy of its cancellation policy to the Cardholder within three business days of the Transaction Date of an Advance Deposit Transaction.

8.7.5. Cancellation Period

8.7.5.1. Client must accept all cancellations from Cardholders using its Service Hotel Reservation Service. Client in its cancellation policy may specify that may charge the Cardholder for one night's accommodation or that may only retain those amounts deposited in advance if the Cardholder has not cancelled its reservation within the time limits specified in that policy

as relating to a cancellation with no penalties.

8.7.5.2. *Additional requirements for Hotel and Vehicle Rental Reservations:*

1) Client must not require cancellation notification of more than 72 hours prior to the scheduled arrival date/the scheduled pick up date for cancellation without penalty.

2) In case the Cardholder makes a reservation within 72 hours prior to the scheduled arrival date, the cancellation deadline must be no earlier than 6:00 p.m. at the physical location of Client on the scheduled arrival date/ the scheduled pick up date.

8.7.6. Cancellation Confirmation

8.7.6.1. Client must provide the Cardholder with a cancellation code (provided that the cancellation is properly done in accordance with the cancellation policy) and advise the Cardholder to retain it in case of a dispute.

8.7.6.2. When a Cardholder cancels a reservation, Client must communicate (in writing) a confirmation of cancellation to the Cardholder at the Cardholder's request within 1 business day of the cancellation date. The confirmation must include the following:

a) Cardholder name, Account Number, truncated to show only four digits, Card expiry date; and

b) Cancellation code.

8.7.6.3. In case of cancellation of reservation that is the subject of the Advance Deposit Transaction and Client is not entitled to retain all of the Transaction Amount of the Advance Deposit Transaction, Client must complete a Credit Transaction Receipt, including all of the following:

a) Transaction Amount;

b) Cardholder name, Cardholder Account Number and expiry date as displayed on the Card;

c) Cardholder telephone number and mailing address;

d) Cancellation code given to the Cardholder by Client; and

e) The words "Advance Deposit" on the Credit Transaction Receipt signature line.

8.7.6.4. Within three business days of the Transaction Date for the Transaction under which Client refunds the Cardholder with all or part of the Transaction Amount of the Advance Deposit Transaction, Client must both:

- Deposit the Credit Transaction Receipt to us; and
- Send the Cardholder's copy of the Credit Transaction Receipt to the Cardholder.

8.7.7. Unclaimed Accommodations/Rentals

8.7.7.1. Client must hold the reserved accommodation until the check-out time on the day following the scheduled check-in day unless the Cardholder has cancelled the reservation.

8.7.7.2. If the Cardholder has not claimed or cancelled the accommodation, Client must complete a Transaction Receipt that must contain the following:

- Amount of one night's lodging plus applicable tax;
- Cardholder name, Account Number, Card expiry date; and
- The words "No-Show" on the signature line of the Transaction Receipt.

8.7.7.3. If a Cardholder has not claimed or cancelled the vehicle rental by the specified time, Client must keep the vehicle available according to the reservation for 24 hours from the collection time. If the vehicle remains unclaimed by the Cardholder, Client may process a No-Show Transaction.

8.7.8. Unavailable Accommodations

8.7.8.1. If the guaranteed accommodations are unavailable, Client must make the following services available to the Cardholder at no charge:

1) Comparable accommodations for one night at another hotel establishment;

2) If requested, a three-minute telephone call and message forwarding to the alternative establishment; and

3) Transportation to the alternative establishment.

8.7.9. Unavailable Hotel Accommodation related to Advance Deposit Service

8.7.9.1. If the reserved hotel accommodation is unavailable, Client must offer the Cardholder the following:

- Comparable hotel accommodation at an alternative establishment for the number of nights specified in the reservation (not to exceed 14 nights) or until the reserved accommodation become available at the original establishment;
- If requested, two three-minute telephone calls and message forwarding to the alternative establishment;
- Transportation to the alternative establishment's location and return to the original establishment; and
- If requested, daily transportation to and from the alternative establishment.

8.7.9.2. If the reserved hotel accommodation is unavailable and the Cardholder either accepts any alternative hotel accommodation and undertakes to pay for such accommodation, or chooses not to accept any alternative hotel accommodation, Client must provide the Cardholder with the following:

- A credit refund for the entire Advance Deposit Transaction amount; and
- A copy of the Credit Transaction Receipt.

8.7.9.3. If the Cardholder accepts alternative hotel accommodation and Client undertakes to pay for such accommodation, Client shall not provide a credit refund for the amount of the Advance Deposit Transaction.

8.7.10. Unavailable Cruise Line Accommodation related to Advance Deposit Service

8.7.10.1. If the reserved Cruise Line accommodation is unavailable, and no comparable Cruise Line accommodation is available on the Cruise Line, Client must offer the Cardholder a comparable cruise of similar itinerary and embarkation date at no additional cost to the Cardholder.

8.7.10.2. If the reserved Cruise Line accommodation is unavailable and the Cardholder either accepts any alternative Cruise Line accommodation and undertakes to pay for such accommodation, or chooses not to accept any alternative Cruise Line accommodation, Client must provide the following:

- A credit refund for the entire Transaction Amount of the Advance Deposit Transaction;
- A copy of the Credit Transaction Receipt to the Cardholder.

8.7.10.3. If the Cardholder accepts alternative Cruise Line accommodation and Client undertakes to pay for such accommodation, Client shall not provide a credit refund for the amount of the Advance Deposit Transaction.

8.7.10.4. When a Cardholder uses the Advance Deposit Service, if Cardholder accepts the alternative Cruise Line accommodation in accordance with art.

8.7.10.1., Client must offer the following to the Cardholder without charge:

- An additional night's accommodation;
- Airfare to a different port city or airline transportation to the airport nearest the Cardholder’s residence; and

Reasonable out-of-pocket expenses incurred by the Cardholder.

8.8. Specific Requirements to Clients offering Online Storage or File-sharing Services

8.8.1 If Client is offering Online storage or File-sharing services and also a) rewards Users of the Client or Sponsored Client’s service for uploading, downloading, or sharing content and/or b) promotes online content by distributing URL codes or forum codes to individuals or third parties and/or c) has implemented a link-checker on the Client’s or any of Client’s subcontractors’ website(s), allowing individuals to check whether a link has been disabled in order to re-upload content that has previously been removed, must comply with the following in order to adhere to the present Acceptance policy:

- Client and/or Client’s subcontractors must report all illegal content to the relevant authorities based on the local laws governing the country(ies) in which a) the Client or Sponsored Client has its Client Outlet and/or b) the illegal content is stored and/or c) the illegal content is uploaded and/or downloaded.

- Client and/or Client's subcontractors must implement a process for reviewing, removing, and reporting illegal or prohibited content and for preventing individuals who have uploaded illegal or prohibited content from uploading any content in the future.

8.9. Specific Requirements to Clients accepting transactions with AMEX-branded payment cards.

8.9.1. Client acknowledges and accepts that the processing transactions made via AMEX-branded payment cards is acceptable only for Clients which were approved by our sole discretion for processing transactions made via AMEX-branded payment cards. The processing of transactions made via AMEX-branded payment cards will not be active for Clients until there is such approval granted from our side.

8.9.2.1. Processing transactions made via AMEX-branded payment cards is prohibited for Clients with the following business activities:

Definition of prohibited / restricted activity
Internet Digital Content Sites
Ability for Cardholders to purchase Foreign Exchange currency. Only the following countries are approved for use: UK, Canada, India (Corporate Only)
Card acceptance related to repayments of cash advances, including payday loans, pawn loans, or payday advances
Cardholder can transact cheques for cash using the American Express Card as a check guarantee Card.
Any written or visual depiction of a minor engaged in obscene or sexually explicit conduct.
Payments to other debt related real estate products
Collection Agencies, Factoring Companies, Liquidators, Bailiffs, Credit Restoration Services and Bankruptcy Lawyers
Unsolicited vendors with immediate payment expected
Payment of potentially sexual related services
Lottery Tickets, Casino Gaming Chips, Off-Track Betting and Wagers at Race Tracks
Investment made on futures maturity of goods/Services with an intention of gaining return on investment. (E.g. stock market, wine future, horse breeding, or timber investment)
Payments to other debt related real estate products
Sellers of marijuana, whether sold for recreational or medicinal purposes
Payments to other debt related real estate products
Multi-level marketing system which uses one or more of the following practices which may be considered deceptive: • participants pay money for the right to receive compensation for recruiting new participants; • a participant is required to buy a specific quantity of products, other than at cost price for the purpose of advertising, before the participant is allowed to join the plan or advance within the plan; • participants are knowingly sold commercially unreasonable quantities of the product or products (this practice is called inventory loading) • participants are not allowed to return products on reasonable commercial terms
All merchants/individuals found on https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx
Donations
Providing sexual services in return for payment
Travel Tour Operators without membership to a Travel Industry Bonding Agency, or who are not an Authorized Ticket Agent (e.g. ARC/IATA/ABTA)
Online sale of prescription drugs to U.S. Consumers by a pharmacy that is not, either (1) certified by VIPPS® (Verified Internet Pharmacy Practice Sites) or (2) licensed by the board of pharmacy in the state in which it is located.

Online sale of tobacco products to U.S. Consumers by a retailer that is not, (1) certified to pay state taxes, and/or (2) preventing sale of tobacco products to under-age consumers.
Client that does not have a Tax exemption or local council registration number.
Card acceptance to purchase virtual currency that can be exchanged for real currency.

8.9.2.2. Processing transactions made via AMEX-branded payment cards is prohibited for the following goods and services:

Definition of prohibited / restricted goods and services
1. damages, losses, penalties, or fines of any kind;
2. costs or fees over the normal price of the goods or services (plus applicable taxes) or Charges that Card members have not specifically approved;
3. overdue amounts, or amounts covering returned or stop-payment checks;
4. gambling services (including online gambling), gambling chips, or gambling credits; or lottery tickets;
5. adult digital content sold via Internet Electronic Delivery Transactions;
6. cash;
7. sales made by third parties or entities conducting business in industries other than the Client;
8. amounts that do not represent bona fide sales of goods or services at Client's business, e.g. amounts which do not represent a bona fide sale of goods or services by you (e.g. the "funding" of an account without a corresponding provision of goods/services to another person is prohibited, as are purchases by the owners (or their family members) or employees of Client contrived for cash flow purposes);
9. illegal business transactions.

8.9.3. Processing transactions made via AMEX-branded payment cards is restricted to Clients with business activity in the following countries:

Allowable Countries	
Austria	Latvia
Belgium	Liechtenstein
Bulgaria	Lithuania
Croatia	Luxembourg
Republic of Cyprus	Malta
Czech Republic	Netherlands
Denmark	Norway
Estonia	Poland
Finland	Portugal
France	Romania
Germany	Slovakia
Greece	Slovenia
Hungary	Spain
Iceland	Sweden
Ireland	United Kingdom
Italy	

8.9.4. Client acknowledges and accepts that the MOTO transactions are prohibited for AMEX-branded payment cards.

8.9.5. In case a Client has been approved for accepting transactions with AMEX-branded payment cards Client must inform us immediately in case of any change of his business activity. In case Client does not comply with this provision or is in breach of any requirement under this section (specifically those under pts 8.9.2-8.9.4.), we shall have the option to terminate the provision of the myPOS Service with immediate effect and Client acknowledges and agrees that we shall bear no responsibility for any damages, losses, claims or other similar obligations in relation to the termination.

8.9.6 Client acknowledges and accepts that in case of an e-commerce transaction where the goods are not shipped after 7 days as of the day of card authorization we may require a new authorization to be processed on the card. Client acknowledges and accepts that Client cannot submit any charge (authorization request) until the services purchased have been delivered to the buyer.

8.9.7. Specific requirements for Recurring payments in relation to Clients processing payment transactions with AMEX-branded cards:

In addition to all other requirements as defined under section 4 of this Policy, in case Client offers AMEX cardholders the option to make recurring payments automatically for a series of separate purchases or payments, before submitting the first recurring billing charge, Client must:

(i) obtain the Cardholder's name as it appears on the Card, Card account number, expiry date, and billing address.

(ii) utilize a method to secure the cardholder's consent that contains a disclosure that we may receive updated Card account information from the financial institution issuing the cardholder' Card(s).

9. Service Fees. Currencies and Currency Conversion Fees

9.1 We will display in myPOS platform the Fees for the Card Processing Services. The Fees may be changed unilaterally with 2-month notice sent to Client.

The fee for the acquiring services, which depends on the interchange fees and other similar fee of the Card Organizations, may be changed by the Member with shorter notice in case of Regulatory change. Updates in the Fees will be indicated on the Website for the Services and/or in Client online account for the Service. In addition to the fees, Client agrees to pay to us the extraordinary costs for any tests, registration, accreditation, web crawling, special API developments or similar unusual or unpredicted costs incurred by us. We may also charge Client with administrative fees for providing paper statements, if requested by Client, or other information, which is different from the information provided in Client online account for the Service.

9.2 Currency conversion: If transaction involves a currency conversion, it will be completed at a foreign exchange rate determined by us plus a Currency exchange fee expressed as a certain percentage above the exchange rate and as specified in the Tariff. Foreign exchange rate is adjusted regularly based on market conditions (the wholesale exchange rate at which we obtain foreign currency). The exchange rate may be applied immediately and could be viewed by Client in the online account. The Currency exchange fee is retained by us and will be applied whenever we perform a currency conversion according to Client's payment instruction. Client may calculate via Client's online account what foreign exchange rate apply for a certain transaction, involving currency exchange, as well as what is the amount of the Currency exchange fee if there is such specified as per Tariff.

9.3 Processing currency and settlement currency: Processing currency is the currency in which the Client will charge its customers. The transactions will be processed in EUR, USD, GBP or other currency, supported by us and explicitly agreed on with Client. The settlement currency is the currency in which we shall credit the Client's Balance or bank account with amounts due by us to the Client. The amounts due from us to Client shall be settled in EUR, USD, GBP or other currency, supported by us and explicitly agreed on with Client. Processing and settlement currencies shall be chosen by the Client upon subscription or activation of the Service and later may be changed upon request by Client to us and upon the condition that it is possible for us to do the change. In case the processing and settlement currencies differ, we shall apply our currency exchange rate and that of our correspondent banks for the date of the settlement to Client.

9.4 Where a currency conversion is offered at the point of sale by us, Payer may choose to authorize the payment transaction based on our exchange rates and charges.

9.5 Client acknowledges and agrees that we are authorized to satisfy immediately as they become due any obligations of Client towards us under this Agreement or other, by debiting or withdrawing directly funds from Client Account, or from Reserve and/or Hold/Pending amounts provided by Client or kept by us, or any outstanding sums owed by us to Client. We shall

inform Client on the ground, amount and value date of such withdrawals.

9.6 In case of delay of Client to pay a due obligation to us, Client will owe to the us a penalty for delay in the amount of 0,05% per day of the delayed amount, until due payment.

9.7 In case where the balance in Client's account in certain currency is not enough to cover the amount of a certain transaction or obligation of Client, Client agrees and authorizes us to debit the necessary amount from available balance in Client's account held in other currency, applying our foreign exchange rate for the date of the conversion, notified in the online account or website for the Service. The priority order for conversion of currencies in Client's account is given after System's default order or may be set by Client in which case we are obliged to keep the manually determined order.

9.8 In case Client receives e-money in Currency, supported by us, different from the currency of Client's account, Client agrees that we shall issue e-money in the received currency, where the total balance of e-money held by Client shall be shown in the Principle currency of Client's account at the foreign exchange rate, applied by us at the date of check of balance.

9.9 Payment transactions with Card, made in a currency other than the currency of the issued Card, will be converted by us applying foreign exchange rate determined by us plus a Currency exchange fee (if applicable and if specified in the Tariff) expressed as a certain percentage above the exchange rate for day in which the payment transaction has been executed, cleared or settled with the Card Organization. The foreign exchange rate is adjusted regularly based on market conditions (the wholesale exchange rate) at which we obtain the secific foreign currency. The exchange rate may be updated daily by us and can be viewed in the online account. Currency exchange fee (if applied) is shown in the tariff and retained by us. All fees shall be charged to Client in the currency of the issued Card.

9.10 Client agrees and understands that the Financial Institution that provides the bank account to Client, used for funding transactions via bank transfer, may charge Client a fee and/or currency conversion fee in connection with the funding transaction. Client should consult the Terms and Conditions governing Client's bank account for more information about any such fees. We are not liable for taxes, fees or costs imposed by third parties.

9.11 In case where Client's myPOS Account has been blocked by us for compliance or security reasons, or under order by a regulator, and this situation has not been rectified within a period of 2 (two) years from date of blocking, we shall be entitled to charge a Non-compliant fee in the amount of 15 EUR per month from any outstanding balance or Reserve amount, or collateral amount, until rectification of the non-compliance or depletion of the funds in the account, in which last case we have the right to Terminate the Agreement and close the account.

10. Client liability:

10.1 Client shall be fully liable for all losses incurred in respect of unauthorized transactions and/or all damages, notwithstanding the amount of the losses or damages, if Client has acted fraudulently or with negligence or willful misconduct, or has failed to comply with the Agreement, or any inseparable part of this Agreement, including but not limited to user manuals or acceptance policy or the law. Client shall be liable without limitation for all losses incurred in respect of unauthorized or incorrect use of the Service or Client online account for the Service, or as a result of breach of Client obligations to preserve the security of Client Identifying Credentials. Client shall be fully liable for damages resulting from incorrect use of the Service or use of the Service against the rules for use the Service or the rules of the Card Schemes or other regulations.

10.2 "A". In case a transaction via the Service is already approved, but the POS terminal or Internet connection is switched off during or prior to transaction processing, for whatever reason, such transaction shall not be cleared and paid by the Card Schemes under their rules. In such case, we shall not be liable for any delayed payment. Such Transaction can be cleared and paid to the Client account only after successful execution and processing of a next transaction on the same POS terminal. In such cases and in cases where the period between the approval of such transaction and the actual clearing via the Card Schemes and payment to the Client is more than 5 (five) calendar days, the Client shall be charged with a Fee for Late presentment as per the Tariff. We do not bear any responsibility for clearing and payment of approved transactions, if they have not been completed properly by the Client or the POS terminal has been lost, stolen, given by the Client to 3rd parties or damaged by the Client or 3rd parties after the approval of the transaction.

10.3 Client shall be entitled to redress losses from unauthorized transactions, excluding fees or interest or profits lost, incurred by Client as a result of unauthorized transactions with the payment instruments of the Client, provided by the Service, if the Client has informed us on the unauthorized transactions without undue delay and not later than 7 (seven) days after the date of the unauthorized transaction and provided that there is no negligence or willful misconduct on behalf of the Client, or Client's agents or sub-contractors. Where Client is entitled to redress, we will refund the amount, less applicable fees as per Tariff in reasonable time, after expiry of deadlines for chargebacks or other deadlines for protection of our legal interests.

10.4 Client agrees to indemnify, defend and hold us harmless, from and against any losses or negative balance on Account or Cards, resulting from any and all actions, causes of actions, claims, demands, liabilities, judgments, damages or expenses (collectively, "Claim" or "Claims") which we may at any time during the term of this Agreement or within 5 (five) years after its termination incur, sustain or become subject as a result of any Claim and: (a) connected to the Client's or his employees, agents or sub-contractors, or 3rd parties using the Service, including, but not limited to accounts or cards, breach of any provision, warranty or representation in this Agreement, or regulations of Card Organizations or other Organizations; or (b) arising out of the Client's or his employees, agents or sub-contractors, or end customers or 3rd parties using the Service, including, but not limited to accounts or cards, willful acts or omissions, gross negligence, or other similar wrongdoings or claims, or fraud, charge back, including, but not limited to amounts and fees debited or charged by Card Organizations for charge back, initiated by Client or 3rd parties, offline transactions, recurring transactions, currency conversions, pre-authorization, manual operations, stand-in process, system malfunction, or other unlawful use of the Card and/or e-money; or (c) arising from Client's or his employees, agents or sub-contractors, or end customers or 3rd parties using the Service, including, but not limited to accounts or cards, failure to comply with any law or regulation including but not limited to AML, data protection laws, cardholder data information and other rules and regulations. Client agrees that we are entitled to satisfy immediately as they become due any obligations of Client by debiting or withdrawing directly funds from the Client's account, or from Security provided by Client (if Security is provided), or any outstanding sums owed by us to Client, including by debiting or charging the Funding instrument of Client. We shall inform Client on the ground, amount and value date of such withdrawals, unless it is forbidden by law or regulations for AML or security reasons to make such notice.

10.4.1 In addition to our right of indemnification, in case where Client's myPOS Account has been blocked by us for compliance or security reasons, or under order by a regulator, due to a breach by the Client of our Acceptance Policy or use of the Service by the Client in breach the applicable laws, this Agreement or the Rules of the Card Organizations, we shall be entitled to block Client's myPOS account and all or part of the Services, without prior notice to Client and we shall be entitled to receive as a penalty for each breach by the Client, equal to 20% of the turnover of Client via myPOS Service for a period not exceeding the last 12 (twelve) months per breach. We reserve our right to withhold amounts and/or seek higher compensation for our actual damages.

10.5 Clients liability in relation to Intellectual property rights and publicity:

10.5.1 Subject to all terms and conditions of this Agreement, we authorize the Client and Client agrees to use the logo and Marks of myPOS Service, such as myPOS, myPOS Online, myPOS Button, myPOS Checkout, myPOS PayLink, MasterCard, VISA and JCB or other Card Schemes provided by us to the Client (referred to as "Marks") in accordance with the conditions set out in this Agreement for the sole purpose of using the Service. Client is authorized to use the Marks only on the Client's promotional materials and website to indicate that Payers can pay the offers of Client via Account.

10.5.2 Intellectual property rights in (1) any software or documentation supplied by us to the Client for or in connection with the Service, and (2) any custom graphic interfaces, design elements, graphics or other applications or content which we or our licensors may provide and which are placed on or incorporated into the Client Website, remain our property or of our licensors. Client is not authorized in any way to copy, reproduce, disassemble, sell, lease or in any other way provide the use of the payment instruments, online accounts, software, platforms, APIs or mobile POS devices or any other our development or material.

10.5.3 Where any software, documentation, API, applications or other materials or developments are developed or provided by us to enable the Client to use the Service, we shall be the exclusive owner of such software developments and materials and grants to Client for the duration of this Agreement a non-exclusive, non-transferable license to use the software, documentation or other materials for that purpose only and in accordance with this Agreement.

10.5.4 Client will not, without our prior written consent, copy or (except as permitted by law) decompile or modify the software, nor copy the manuals or documentation.

10.5.5 The right to use the Marks and any software, documentation or other materials supplied under this Agreement shall last only for the duration of this Agreement and may not be assigned or sublicensed in full or in part.

10.5.6 Client may make a copy of the documentation and other materials supplied under this Agreement for backup purposes only.

10.5.7 Client shall grant to us a non-exclusive, non-transferable (other than in accordance with Clause 17.8) license, for the duration of the Agreement, to use the Client's trade mark and trade names (collectively, the "Client Marks") in the course of providing the Service, on the Website for the Service or various marketing materials for promotional, reference or operational purposes, such as but not exhaustively video materials for Internet and the social media or the TV or other media channels, printed materials and others and may include links to the Client's website on the Website for the service. In case upon decision

of Client, Client has provided its logo or TM or other sign, to be printed on the receipt via the Service, Client shall be liable for all damages, which we may suffer, as a result of claims from third parties related to the use of the sign, provided by Client.

10.5.8 Client will not issue any promotional or advertising material containing the Marks, without first obtaining our prior written consent.

10.6. In case of delay for payment of amounts due to us Client shall owe a penalty for delay in the amount of the statutory interest according to the European Central Bank rate for each day of delay from the date of delay until payment of the full amount.

10.7. Right of Withhold or Set-off: Unless otherwise agreed between the parties in writing, according to the applicable law we may exercise a right of withhold and/or set-off over all Client's money in Client's account/s with us until all outstanding fees, costs, charges, expenses and liabilities due to us have been paid in full.

11. Termination of Agreement

11.1 Client acknowledges and agrees that we may stop providing the Service to Client, as provided in the Agreement or after a request by the Financial Institution. Client may stop using the Service at any time, without need to inform us when Client stops using the Service. The Agreement will continue to apply until terminated either by Client or us, as set out below.

11.2 If Client wants to terminate legal Agreement with us, Client may do so immediately and without charge for termination at any time by:

a) Notifying us, in accordance with clauses for communication by Client to us below; and

b) Closing Client's account for the Service, including withdrawing or redeeming the available balance of e-money; and

c) Return of Card to us.

11.3. In case of any risk of Damages for us, resulting from reversals, chargebacks, claims, fees, fines, penalties, Client's non-compliance with AML/FT or other regulations and other similar liabilities arising from Client's use of the Service, we may hold the Client's funds for up to 180 Days even after Termination of Agreement or shorter or longer period, as required by the law, including laws in favor of the consumer. Client will remain liable for all obligations arising under this Agreement even after Termination of Agreement and/or closing of account.

11.4 We may, at any time, terminate the Agreement with Client without notice if:

a) Client has breached any material provision of the Agreement or law or Regulations of Card Organizations or other Organizations (or have acted in a manner which clearly shows that Client does not intend to or is unable to comply with the material provisions of the Agreement); or

b) we are required to do so by law or Regulations of Card Organizations or other Organizations (for example, where the provision of the Service to Client becomes non-compliant with the Regulations); or

c) Client is in delay of payment of amounts due to us for more than 2 (two) months or Client is in delay of payment of amounts due to us for more 1 (one) month twice or more during 6 (six) consecutive months, after Client has been invited to pay the due amounts via email; or

d) in case of reasonable doubt or proven attempt, or participation, or committed illegal copying or storing of Cardholder Information or illegal use of Cardholder Information, use of fraudulent or copied cards or other illegal activity, in which case Client data and reason for termination of Agreement will be reported in data bases of Card Organizations, used by all banks, payment institutions and other members of Card Organizations.

11.5 Unless a shorter period is provided in this Agreement, as permitted by law, we may, at any time, terminate the Agreement by giving Client two (2) months' notice.

11.6 When this Agreement comes to an end, all of the legal rights, obligations and liabilities that Client and we have benefited from, or which have accrued over time whilst the Agreement has been in force, or which are expressed to continue indefinitely, will be unaffected by this cessation, and the provisions of clause 16.5 will continue to apply to such rights, obligations and liabilities indefinitely.

11.7 Redemption of e-money upon closing of account:

11.7.1 Upon closing of the account at request of the Client, Client is entitled to request personally by sending an e-mail to us via the Client's registered e-mail for the Service to redeem (buy back) part or all available balance of e-money of Client, less all applicable fees. The request for redemption of e-money has to be signed by a legal representative or a person explicitly authorized by the Client of Business Account. Subject to the successful completion of applicable anti-money-laundering, fraud and other illegal activity checks of every request for redemption by us, we will redeem the amount of the outstanding e-money, less the applicable fees, such as redemption fee, determined in Tariff or currency conversion fees if applicable and possible bank transfer fees for the bank transfer. We shall initiate transfer of the remaining amount to Client's bank account or another payment account designated by the Client.

11.7.2 We are not liable for incorrect transactions based on false or incomplete information. We shall not be liable for delays in the redemption of e-money where the delay is caused by any third party involved in the transfer transaction of redeemed money.

11.7.3 Client cannot request and is not entitled to e-money redemption if there is no balance available in Client's account for whatsoever reason or balance is not enough to cover the fees for redemption.

11.7.4 If the outstanding amount of e-money cannot be redeemed in accordance with this clause, Client has six (6) years following termination of the Agreement to request the redemption of the outstanding amount in full and in compliance with this Agreement, after which time any e-money left in Client's account becomes our property. For the purposes of this clause, the Agreement terminates when Client is no longer able to use Client e-money for the purpose of making Funding and/or Payment transactions or use of the Service. Any redemption made, pursuant to this clause, is subject to the successful completion of applicable anti-money-laundering, fraud and other illegal activity checks, and Client agrees to provide the information requested by us to complete these checks. Nothing in this clause limits our right to terminate the Agreement, pursuant to the other clauses of this Agreement or the law.

11.8 Death and Change in Legal Status

11.8.1 Individuals: we will assume that the relationship between us and the Client persists until we are notified in writing about the death of the Client. We must be notified by who is legally vested with the rights and obligations to act on behalf of Client's affairs and will take instructions from him/her/them. Such person may be the heir, legatee, administrator, executor or otherwise. We shall be entitled to receive to our satisfaction such evidence, at Client's cost, as may be required by us to establish the proper entitlement and authority of the person claiming to be in charge of acting on behalf of Client's affairs and we shall not be bound to act upon such instructions until such time as we are satisfied of such authority.

11.8.2 Legal Entities: In the event that Client is placed into liquidation, bankruptcy or administration or any other analogous process wherein a liquidator, curator or trustee or similar officer is appointed and in whom legal authority and representation is vested, to the exclusion of the persons Client may have nominated, we shall be entitled to receive to our satisfaction such evidence, at Client's cost, as we may require to establish the proper entitlement and authority of the person claiming power to give us instructions and we shall not be bound to act upon such instructions until such time as we are satisfied of such authority. In case where the legal entity or organization is dissolved, the succssessor of the assets (money) in the account has to provide to the bank a legal document, proving that he is the succssessor of the assets in the account and he/she is entitled to these assets. We may have additional requirements for verification of a succssessor of the assets in the account or other documents prior to providing access to the account or order of the money to the succssessor.

11.9 myPOS Return Policy: Client has to follow myPOS return Policy, which is established by the company supplying the POS terminals. Client is not allowed to dispose of the mobile POS device, including its battery or other components without observing the regulations for waste of electrical equipment. Upon termination of this Agreement Client must return the mobile POS, including Card to us or to a company specified by us via post, including filled Return Form as set out in detail in **myPOS Return Policy**. We shall not make a refund of price or delivery costs.

12. Limitation of Warranties:

12.1 We, our branches, affiliates or Agents or sub-contractors make no express warranties or representations with respect to the provision of the Service. In particular, we, our branches, affiliates or our Agents or sub-contractors do not warrant to Client that:

a) Client use of the Service will meet Client requirements or expectations;

b) Client use of the Service will be uninterrupted, timely, secure or free from error; and

c) Any information obtained by Client as a result of use of the Service will be accurate or reliable.

12.2 No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Service, except to the extent that they are expressly set out in the Agreement.

13. Limitation of Liability:

13.1 Nothing in the Agreement will exclude or limit our liability for losses which may not be lawfully excluded or limited by this Agreement or by applicable law.

13.2 Subject to Clause 16.1 above, we, our Agents or sub-contractors or Licensees, will not be liable to Client for:

a) Any indirect or consequential losses which may be incurred by Client. This will include any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, or any loss of data suffered by Client;

b) Any loss or damage which may be incurred by Client as a result of:

(i) Any reliance placed by Client on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between Client and any advertiser whose advertising appears on the Service;

(ii) Any change which we may make to the Service or any permanent or temporary cessation in the provision of the Service (or any features within the Service);

(iii) Malfunction of the Service;

(iv) The deletion of, corruption of or failure to store any communications data maintained or transmitted by or through Client use of the Service;

(v) Client failure to provide us with accurate account information; and

(vi) Any fraudulent use of the Service by Client or third parties;

(vii) Any compensation for fees or interest paid or levied on Clients as a result of non-performance or incorrect performance of a payment transaction.

(viii) Any printing or lack of printing on the receipt of the logo or TM of Client from the Service, including, but not limited to quality of the image or colors, or IP rights over the sign printed.

14. Changes to the Agreement:

14.1 Client agrees that we may make changes to the Agreement from time to time. We shall give Client two (2) months' notice of changes in the Agreement, unless shorter period is necessitated by a Regulatory change, or is allowed by law, via email sent to Client email address and/or by notifying Client in the online account or the website of the Service before their proposed date of entry into force.

14.2 Client understands and agrees that Client will be deemed to have accepted the changes unless Client notifies us to the contrary by notice, as provided in clause 18.5, prior to the date on which the changes are to come into effect, in which case the Agreement will terminate without charge for termination immediately before the effective date of the changes.

14.3 Nothing in this Section will limit:

a) our right to update and revise our policies from time to time or to add new features to the Service from time to time without prior notice, which may be accepted by Client by using the new feature. Such revisions may take place using a method chosen at our discretion, and such method may include email communication or publication on the Website for the Service; and

b) The parties' right to vary the terms of this Section, where the variation is not prohibited by law and both parties agree to it.

15. Communications and Notices:

15.1 All information will be made available or provided to Client in an easily accessible manner in English language or other language supported by us, in a clear and comprehensible form.

15.2 Statements, notices and other communications to Client may be made by mail, email, postings on the Website for the Service, by notifications via chat in Client’s online account for the Service or other reasonable means.

15.3 We may communicate with Client regarding the Service by means of electronic communications, including (a) sending email to Client email address or (b) posting notices or communications on the website for the Service, or (c) sending notifications via chat services. Client agrees that we may send electronic communications to Client in relation to any matter relating to Client use of the Service, including the Agreement (and revisions or amendments to the Agreement), notices or disclosures regarding the Service and payment authorizations. Particular communications will be handled as follows:

(i) The Agreement will be provided to Client at the sign-up in a printable form;

(ii) Changes to this Agreement after the sign-up will be provided in an email sent to Client email address and/or on the website for the Service or the online account;

(iii) Except where this Agreement provides otherwise, a notice to terminate this Agreement will be provided in an email sent to Client email address;

(iv) Information about balance or transactions or statements will be made available in Client's account accessible online via Internet or in the online account in transaction history;

(v) Information about a suspension of the Service will be made available in Client's account accessible online via Internet or in the online account; and

(vi) Information about the rejection of transactions with e-money will be made available in Client's account accessible online via Internet or in the online account in transaction history.

15.4 Client should maintain copies of electronic communications by printing a paper copy or saving an electronic copy, and information that is provided to Client in an electronic format is provided under the assumption that Client will be able to print or save such information.

15.5 Any legal notice or subpoena sent to us under this Agreement has to be sent by registered post to our address of registered office, stated below in this Agreement.

15.5.1 Notification of loss, theft, unauthorized use or security breach of the cards, account, POS terminal, mobile application or other payment instruments, must be made immediately to the Contact Center of myPOS Service, on numbers printed on the back of the card or published on the website for the Service or in the online account, or has to be sent, as soon as possible, via e-mail through the registered e-mail of the Client to the e-mail, published on the website for the Service help@mypos.com, or via chat available in the online account of the Client;

15.5.2 Notification of application for Card, purchase of e-money in a currency other than the Primary currency of the account, redemption of e-money upon termination of this Agreement should be sent via the registered e-mail of the Client to the e-mail of published on the website for the Service help@mypos.com, or via chat available in the online account of the Client;

15.5.3 Notification by Client that Client does not agree to the amendment of the Agreement and wishes to terminate the Agreement prior to entry into force of the amendments should be sent via the registered e-mail of the Client to the e-mail, published on the website for the Service help@mypos.com;

15.5.4 Customers complaints have to be sent to us with clear explanation of the complaint via e-mail from the registered e-mail of the Client to the e-mail, published on the website for the Service help@mypos.com, or via chat available in the online account of the Client;

15.6 Any request for general information has to be sent to us only via e-mail at help@mypos.com

16. General legal terms:

16.1 Unless otherwise expressly stated in the Agreement or Fees, all amounts stated in the Agreement are denominated in EURO (EUR).

16.2 Sometimes Agents or Sub-contractors of we may provide all or part of the Service to Client on our behalf. Client acknowledges and agrees that we have the right to use Agents and sub-contractors to provide the Service to Client.

19.3 The Agreement, including Privacy Policy, Fees and if applicable other appendices, constitutes the whole legal agreement between us and the Client and governs use of the Service by the Client (but excludes any services which we may provide to Client under a separate written agreement) and completely replaces any prior agreements between us and Client in relation to the Service.

16.4 Client agrees that if we do not exercise or enforce any legal right or remedy which is contained in the Agreement (or which we have the benefit of under any applicable law), this will not constitute a waiver of our rights and that those rights or remedies will still be available to us.

16.5 If any court of law having the jurisdiction to decide on a matter relating to the Agreement rules that any provision of the Agreement is invalid in respect of a certain Client, then that provision will be removed from the Agreement with this Client without affecting the rest of the Agreement. The remaining provisions of the Agreement will continue to be valid and enforceable.

16.6 Client may not assign Client rights under the Agreement or otherwise sub-contract or transfer any of Client rights or obligations under the Agreement without our prior written consent.

19.7 We may transfer our rights and obligations under the Agreement to third party, which is licensed to issue e-money giving to Client at least two-month notice previous the date of the transfer per e-mail unless such a transfer is required due to regulatory reasons. In case of such transfer and if Client disagrees with it we shall provide the Client the possibility to terminate the Agreement free of taxes, penalties or other.

16.8 Any claim or dispute arising under the Agreement or because of the provision of the Service by us should, in the first instance, be referred to us in writing to the Complaints Officer at the address given below in Section Definitions or via e-mail on help@mypos.com. Client has to submit Complains in writing and clearly stating the reasons for complaint. We shall try to resolve the complaint, within reasonable term upon receipt of clear and correctly submitted complaint. We will then investigate and, where appropriate and necessary, take immediate action to rectify the situation. We also undertake to take the necessary steps to prevent a recurrence. All complaints will be acknowledged and the Client will be informed accordingly of the investigation's outcome. If the Client is still dissatisfied with the outcome, the Client may direct his/her complaint as per:

For Complaints related to Card Processing Services under this Agreemeny, provided by iCard AD:

Conciliation Commission for Payment Disputes on the following address: Bulgaria, Sofia, 4A Slaveykov Square, fl. 3, entitled to offer out-of-court solution, which have to be accepted by both parties.

16.9 Both Parties agree that the authentic and/or correct execution of transactions and operations shall be proven with print-outs or statements printed or generated from our and Member's IT systems, such as the online account of Client, the website for the Service, our Card System, our Register of E-money or other software systems or platforms used by us in the capacity of regulated Financial Institution or our authorized Agents or sub-contractors, , licensed to use our software or platforms.

16.10 "myPOS", "myPOS package", "myPOS Virtual", www.mypos.com , and all related URLs, logos, marks or designs, software, interfaces or other related to the Services, including logos and marks of Card Organizations are protected by copyright, trademark registration or Patent or other intellectual property right of ours or of a third party Licensor. Client may not use, copy, imitate, modify, alter or amend, sell, distribute or provide them without our prior written explicit consent to do so in a separate Agreement.

16.11 The Agreement and relationship between the client and us arising under the Agreement will be governed by Bulgarian law (law of the country of the respective Financial Institution). Since the Client of myPOS Service is not a consumer. the Parties agree to submit to the jurisdiction of the competent court in the City of Sofia, Bulgaria to resolve any dispute arising between them. Nevertheless, the Client agrees that we will still be allowed, upon our discretion, to bring a claim or apply for injunctive remedies (or an equivalent type of urgent legal relief) in any court or jurisdiction.

17. Definitions:

"myPOS Europe" means the company, which promotes and develops the myPOS Platform as IP rights, with a seat and address on: 25 Canada Square, Canary Wharf, London, UK and which acts as Agents of the above Financial Institution for the distribution of the e-money and payment services under this Agreement.

"Account", or **"account for e-money"** or **"myPOS account"**, means a Business account for electronic money, issued by a licensed Electronic Money Institution or a Credit Institution to a Merchant or a Professional (eligible Client) used to settle the money due to Client from the acquiring services and other payment services for a business or professional use, which is different from personal, private, or household needs of Client.

"Balance" means any electronic money (E-money) in any currency, supported by the Financial Institution issuing the e-money that Client has in Client's account for e-money;

"Business Day" means a day (other than a Saturday or Sunday) on which banks in UK and Bulgaria are open for business

(other than for the sole purpose of 24-hour electronic banking);

“Card Organizations” means MasterCard, VISA, AMEX, JCB, Union Pay and other Card schemes, in which we participate as a Member;

"Client" means the person so named on this Agreement and/or anyone reasonably appearing to us to be acting with the Client’s authority or permission operating legal business or professional activity, using or intending to use for the business or professional activity one or more of the Services under this Agreement. Client is not a consumer, because Client is using the Service under this Agreement in its business capacity;

"Client Website" or “Client URLs” means the World Wide Web site(s) or URLs of Client, on which the offers for all products (goods), services and information including text, words, names, graphics, (including logos), software (including all software applications), video, audio or other offers are hosted, which are approved by us for the Service;

“Client business activity” means the legal commercial or other lawful business or professional activity of Client, which we have approved and for which Client uses the Services under this Agreement, to accept payments from customers in the course of Client’s business activity;

“Client online account” or **“online account”** means the personalized web page, provided to Client by us for check of authorized and declined transactions, check of Reserved amount, check of balance of e-money, making payment orders, requests for reversals, receiving of notifications and other important communication from us and other functions as available for the Service, which can be accessed by Client and entitled personnel of Client with the credentials provided by us;

"Client email address" means the email address provided by Client during sign-up for the Service or later amended by Client via the Service, which we will use for communication with Client;

"Client mobile phone number" means the mobile phone number provided by Client during sign-up for the Service or later amended by Client via the Service, which we will use for sending OTP to Client and for communication with Client;

“Currencies, supported by us” means various currencies, supported by us for the Service, in which we issue electronic money, notified on the website for the Service;

“Financial Institution” means the licensed Electronic Money Institution or a Credit Institution, providing the myPOS Account, licensed to use myPOS Platform, to which amounts due to Client from Card Processing Services are settled

“MOTO transaction” or **“Mail/Phone Order Transaction”** means a specific transaction in which the PAN and expiry date on the card of the cardholder are provided with the consent of the cardholder and entered manually by the Merchant or Merchant’s employees (Client) on the POS terminal. Such transactions are allowed and will be processed by us only upon condition that we have provided approval to the Client for such transactions and the Client performs such transactions in compliance with the Rules of the Card Organizations and our rules for such transactions, including our Acceptance Policy and other applicable rules;

“myPOS Online” means a Service, provided by us under this Agreement, upon explicit request of Client and after approval by us and successful integration with the simple version or the API provided by us for myPOS, designated to Clients with legal business activity to accept payments online /e-Commerce or card-not-present transactions/ with payment cards bearing the logo of the Card Organizations. myPOS Button, myPOS Checkout, myPOS PayLink or the Request for Payments, which can be sent by the Client via the Service are also considered as part of the Service myPOS Online. The Links for payment or Requests for payment allow the third persons to pay to the Client using their card on a secured e-commerce platform such as myPOS or LeuPay or other secured platform for card not present transactions. myPOS Online service is described in detail on the website for the Service;

“**myPOS package**” or “**Packages**” includes a mobile POS terminal (including original manufacturer accessories, such as cables, charger and a battery), account for e-money with IBAN and prepaid Business Card, and Technical Specifications, Quick User Guide and Activation Instructions;

“**myPOS Terminal**” means the POS terminal, included in myPOS package, certified by the Card organization, enabled to acquire payments everywhere and not fixed to a certain business location, which uses Internet connection in order to accept card payments and operate. myPOS Europe or its affiliates or Agents, distributors or their sub-contractors can provide a range of POS terminals with different characteristics communicating via Bluetooth, Wi-Fi, USB, GPRS, with or without receipt printer, with or without apps, as available on the website for the Service. The Technical Specification for the specific type of mobile terminal is included in each myPOS package and provided on the website for the Service.

“Member” means iCard AD, having its seat and registered office at: Bulgaria, Sofia, 76A James Bourchier Blvd., PO 1407, UIN: 175325806, e-mail for the Service: help@mypos.com, authorized and regulated in EU by the Bulgarian National Bank as an Electronic Money Institution under the Electronic Money Directive 2009/110/EC (the “EMD”) with license No. 4703-5081/25.07.2011 and as a Payment Institution under the Payment Services Directive 2007/64/EC (the “PSD”) with license No. 4703-4331/23.06.2010, Principal Member of MasterCard, VISA, JCB, UnionPay and other Card Organizations and providing e-money and payment services in all EEA countries under the EU passport rules of the PSD.

A copy of the Public Register of E-money Institutions where iCard AD is registered can be found at http://www.bnb.bg/PaymentSystem/PSPaymentOversight/PSPaymentOversightRegisters/index.htm?toLang=_EN;

“Payer” or “Buyer” means a natural or legal person or any other third party that pays for goods and/or services with payment card or with Account via myPOS or myPOS Online;

“Pre-Authorization transaction” or “Delayed or Amended Charge Transaction” means a specific operation under the Rules of the Card Organizations for blocking by the Issuer of the card of the amount of the transaction from the card of the cardholder with the aim of delayed or amended charge of the amount from the cardholder. The actual completion, settlement and crediting of the account of the Merchant (Client) is performed on a later stage, on condition of performance of all requirements of the Card Organizations and our rules and conditions for such transactions;

"Principle currency" means the currency selected by Client as default currency of Client’s account and most frequently used by Client, upon registration for the Service, or later amended by Client via the Service, amongst the currencies, supported by us, in which currency is our Tariff for the Service, applicable for Client;

“Processing currency” means the currency in which the Client will charge its customers, selected by Client upon registration for the Service;

"Recurring Payment" means a payment under an arrangement where Client provides us with an authorization for a third party to collect a series of payments from the Card of Client or to execute transfers from Client’s Account according to a Standing order;

“Regulator” means any institution or organization, regulating our activities as a licensed Financial Institution, including but not limited to national regulators or any European or other authorities, or any Regulator regulating our activity or the activity of the Financial Institution or Member, such as the Card Organizations or EU or national regulators, national banks, Anti-money laundering authorities and others;

“Regulations” or **“Rules”** means any present or future law, enactment, tariffs, direction, notification, order, regulation, regulatory policy, guideline, requirement or industry code of act or instruction on behalf of a Regulator;

“Regulatory Change” means any change in any Regulations, including change of interchange fees or other fees of Card Organizations or any other change in the Regulations, which may require a change in the Tariffs under this Agreement, or change in the manner of provision of the Services, change of Services, change of Charges, termination or change of other clauses in this Agreement;

“Settlement currency” means the currency, supported by us and selected by Client upon registration for the Service, in which we shall settle the proceeds from the acquiring in Client’s account;

"Website for the Service" means website for the Service at the URL www.mypos.com , or www.mypos.eu, www.mypos.world, or any other website for the Service, which belongs to myPOS Europe Ltd and is notified to Client by us, accessed by Client via Internet, which is the interface used by us for Registration of Client for the Service, concluding this Legal Agreement, activating the Service, providing information to Client prior to entry into Agreement and other important information for the Service and notifications, updated exchange currency rates supported by us, login to Client online account for the Service and other important marketing, financial, legal and security information for the Service.