

ACQUIRING SERVICES TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. These Acquiring Services Terms and Conditions (hereinafter referred to as Service Conditions), along with Annex 1, General Terms and Conditions, and any other terms and conditions that apply to the Services, form a legal agreement between UAB "Via Payments" (hereinafter VIALET) and the Client.
- 1.2. The purpose of the Service Conditions is to stipulate the rights and obligations of the Parties related to the acquiring services provided by VIALET.
- 1.3. The Service Conditions form an integral part of every acquiring-related transaction and shall be binding on both Parties. Upon Client's approval of the Service Conditions by ticking the appropriate box on the Service Provider's website, the Parties shall be deemed to have entered into the Agreement.

2. DEFINITIONS

- 2.1. 3D Secure means a payment card payment processing system for improved online transaction security, developed by VISA, which VISA adopted together with Mastercard.
- 2.2. Agreement means the Acquiring Services Agreement, consisting of these Service Conditions, Annex 1, and General Terms and Conditions. All amendments and annexes, if any, to the Agreement constitute an inseparable part of the Agreement. The Service Provider's General Terms and Conditions and the Price List apply to the Agreement to the extent they do not conflict with the Agreement.
- 2.3. Authorisation means the process of electronic verification of Card data, as a result of which the Bank either approves or declines a Transaction.
- 2.4. Bank means any financial institution that issues a Card and/or an acquiring financial institution (acquirer) that provides services to the Service Provider.
- 2.5. Card Processing Centre means a payment card processing center that performs the Authorisation of Cards and processing of Transactions accepts claims in relation to Transactions, and cooperates with the Service Provider in other matters related to the processing of Transactions.
- 2.6. Card(s) means a Visa, Visa Electron, Mastercard, or Maestro payment card, with which a Cardholder pays for the services or goods offered by the Merchant.
- 2.7. Cardholder means a person who possesses a Card and every right to use the Card and who is the Merchant's client/buyer.
- 2.8. Cardholder's Account means the account linked to the Cardholder's Card.
- 2.9. Chargeback means a refund of funds paid during the Transaction to the legitimate Cardholder. The organisation that has issued the Card withholds the Transaction Amount from the Service Provider, and the Service Provider, in turn, has to withhold and write it off from the Merchant.
- 2.10. Chargeback Fee means a commission fee that the organisation that has issued the Card determines for the Service Provider in addition to the Chargeback, which, in turn, it withholds and writes off from the Merchant.

- 2.11. Confidential Information means any information disclosed by one Party to another hereunder that is designated as "confidential" or which by its nature should reasonably be regarded as confidential, howsoever presented, whether in oral, physical, or electronic form.
- 2.12. Current Account means the Merchant's payment account opened at Service Provider.
- 2.13. Data Protection Legislation means any laws and regulations in any relevant jurisdiction relating to privacy or the use or processing of data relating to natural persons, including EU Regulation 2016/679 ("GDPR") and any other applicable law or regulation pertaining to Personal Data protection.
- 2.14. Financial Collateral means all Merchant's monetary funds, financial instruments or credit claims and their improvements, civil legal increments, and fruits on any accounts owned by the Merchant and made available to the Service Provider and pledged to the Service Provider as security for the fulfillment of the Merchant's obligations in accordance with the Agreement. The Financial Collateral is intended to cover possible disputed Chargebacks, Chargeback Fees, costs, losses, and other expenses incurred by the Service Provider. The percentage of the Financial Collateral is specified in the Annex to the Agreement and depends on the Merchant's turnover value.
- 2.15. General Terms and Conditions means the General Payment Services Terms and Conditions of the Service Provider, which set out the general principles and the procedure for communicating with and serving clients, and payment services as well as the terms and conditions for conducting transactions.
- 2.16. International Payment Card Organisations means Mastercard International and VISA.
- 2.17. Merchant Dashboard means a dedicated dashboard set up on the Service Provider's website for the Merchant, to which the Service Provider has provided access to the Merchant in accordance with the provisions of these Service Conditions.
- 2.18. Module means software that ensures the transmission of Transaction data.
- 2.19. Order means an electronic order placed on the Website by the Cardholder representing the intention to buy specific goods/services and pay for them with the Card, without physical presentation of the Card to the Merchant.
- 2.20. OCT means originated funds withdrawals based on Card schemes capabilities, e.g., VISA Direct and MasterCard Moneysend. Funds are being sent from the Merchant to the recipient's Card and originated by the Merchant.
- 2.21. Payment Card Industry Data Security Standard (PCI DSS) means a set of general requirements for improving payment card account data security. All legal entities and other persons that transmit, process, or store payment card data must have a valid PCI DSS certificate.
- 2.22. Personal Data has the meaning set out in the GDPR.
- 2.23. Price List means prices for VIALET's Services and transactions available on VIALET's website or individually submitted to the Merchant by e-mail.
- 2.24. Profile means the result of registration in the website of the Service Provider, during which the Merchant's data is saved, a login name is created, and the user rights are defined.
- 2.25. Refunding means returning a Transaction Amount to the Cardholder.
- 2.26. Remuneration means commission fees to be paid by the Merchant to the Service Provider in accordance with the rates specified in the Annex to the Agreement.
- 2.27. Rolling Reserve means a type of financial reserve when Service Provider withholds a set percentage of all of the Merchant's turnover in a non-interest-bearing account for a

predetermined amount of time before releasing the funds to the Merchant. Rolling Reserve is intended for avoiding any losses that may arise in the course of executing the Agreement due to potential Chargebacks by Cardholders, penalties enforced by International Payment Card Organisations, acquiring Banks or the Service Provider for any violations, whether of the Agreement, other applicable agreements, applicable laws and regulations, International Payment Card Organisation rules, or otherwise. Rolling Reserve is specified and calculated in accordance with the provisions specified in the Service Conditions and its Annex. The Rolling Reserve is one of the Financial Collateral types. However, the Service Provider, after assessing all the circumstances and possible risks, may require the Merchant to provide additional Financial Collateral next to the Rolling Reserve.

- 2.28. Secure E-Commerce means an e-commerce transaction in which a Merchant maintains 3D Secure authentication (also known as Secure Code and Verified-by-Visa).
- 2.29. Services are the services described in Clauses 2.1 and 2.2 of these Service Conditions.
- 2.30. Services Payment Account means a special Service Provider's account to which funds received from a Bank as a result of Transactions have been transferred.
- 2.31. Transaction means purchasing of the goods and/or services from the Merchant by the Cardholder that leads to approved Authorisation.
- 2.32. Transaction Amount means an amount of funds for which a Cardholder purchases goods and/or services from the Merchant.
- 2.33. Website means an electronic (factual) trade place created by the Merchant on the Internet that is registered/available on the Internet with the help of the respective uniform address resource (URI, URL), and on which Transactions may be made using the Module. The Merchant must notify the Website address of the Service Provider and may not change it without the prior consent of the Service Provider.
- 2.34. Website Forwarding or Redirecting means a process whereby one URL redirects to another URL.

3. SUBJECT OF THE AGREEMENT

- 3.1. In accordance with the provisions of these Service Conditions, the Service Provider shall ensure Cards' acceptance as a non-cash means of payment for the Merchant's goods and services offered on the Website.
- 3.2. The Services mentioned in Clause 3.1 shall include:
 - 3.2.1. Collection of the Cardholder's (Merchant's client's) Card data;
 - 3.2.2. Receipt of an Authorisation from the respective Bank regarding the Cardholder's ability to make the payment;
 - 3.2.3. Receipt the respective amount of funds from the Bank;
 - 3.2.4. Transfer of the funds received from the Bank to the Services Payment Account;
 - 3.2.5. Informing the Merchant about the successful Authorisation of the Card;
 - 3.2.6. Transfer of the funds received from the Bank, being made from the Services Payment Account to the Current Account;
 - 3.2.7. Refund management.
- 3.3. Information about successful or unsuccessful Authorisation of the Card shall be furnished to the Merchant via electronic means.

- 3.4. The Services shall be rendered to the Merchant only and shall in no case be considered as the services rendered to the Merchant's clients. The Merchant shall not demonstrate or let somebody know that the Service Provider is a representative or the second party to the Transaction made only between the Merchant and its client. The Merchant shall not demonstrate or let somebody know that the Service Provider undertakes or may in any manner undertake responsibility for a failure to perform said Transaction.
- 3.5. The Merchant shall pay Remuneration to the Service Provider in accordance with the Service Provider's remuneration rates specified in Annex to the Service Conditions.
- 3.6. The Service Provider shall have the right to modify the Remuneration unilaterally. The Service Provider shall notify the Merchant electronically 30 (thirty) days in advance of making any such modifications.

4. MERCHANT'S DUTIES

- 4.1. The Merchant shall undertake the following:
 - 4.1.1. to accept the Cards from the Cardholders as the means of payment for the goods and services offered by the Merchant on the Website;
 - 4.1.2. to accept the Cards as the means of payment only for the goods and services that conform with the types of commercial activity of the Merchant specified in the Merchant Application;
 - 4.1.3. to observe the legislation on the territory on which the Merchant realises the sale of the goods and provides its services;
 - 4.1.4. to provide conformity of the Website to the parameters listed in the Merchant's Application;
 - 4.1.5. to observe the rules of the International Payment Card Organisations and provide observation of technical requirements set by them;
 - 4.1.6. in proper time and in the necessary volume to inform its employees, officials, and involved persons of the topical provisions of the Agreement and the rules of the International Payment Card Organisations, as well as to monitor observation of provisions of the aforementioned documents while the validity of the Agreement;
 - 4.1.7. to inform the Service Provider immediately, but not later than within 2 (two) days, of any cases of fraud or other illegal transactions with the Cards determined by the Merchant;
 - 4.1.8. in case of received claims to act according to the rules of the International Payment Card Organisations on consideration of claims;
 - 4.1.9. to assist the Service Provider in consideration of claims to the extent as it is necessary at the Service Provider's discretion;
 - 4.1.10. to provide the documents on KYC (*Know your customer*) and confirm the Transaction, as well as to give explanations in relation to the received claim and other documents and information requested by the Service Provider immediately, but not later than within 3 (three) calendar days from the moment of reception of the Service Provider's inquiry;
 - 4.1.11. to inform the Service Provider about its decision to satisfy the claim or to appeal against it by submitting requested documents on the certain Transaction to the Service Provider immediately, but not later than within 3 (three) days after the Service Provider's inquiry;
 - 4.1.12. to return the Transaction Amount to the Cardholder in full or in parts depending on the rules of the Merchant about cancelled Transactions if the Cardholder exercises the right to refuse from the goods or the services purchased via Transaction;
 - 4.1.13. to return the Transaction Amount in full in the cases envisaged in the Rules of the

- International Payment Card Organisations and the applicable legislation;
- 4.1.14. to keep the Transaction confirmation records in electronic or printed format for 2 (two) years from the date of the Transaction;
 - 4.1.15. to individually use the software for acceptance of the Cards on the Website and not to share the software with any third parties;
 - 4.1.16. every day to realise the procedure which provides a generalisation of information on the Transactions conducted by the Merchant during a business day, including rejected and returned Transactions (end of the fiscal day);
 - 4.1.17. to inform the Service Provider immediately, but not later than within 3 (three) days, of all changes in the information specified in the Application, appendices thereto, or another information that the Merchant gave to the Service Provider, submitting the documents confirming such a notification;
 - 4.1.18. to provide the Service Provider immediately, but not later than within 3 (three) days from the request, any additional Transaction-related information requested by the Service Provider;
 - 4.1.19. to provide the Financial Collateral in accordance with the conditions specified in the Service Conditions and/or at the request of the Service Provider;
 - 4.1.20. within 10 (ten) days to pay the Service Provider's invoice in case if, on the accounts of the Merchant and/or the Service Provider, there are not sufficient monetary funds to perform the transactions specified in the Service Conditions.
- 4.2. The Merchant shall pay the Remuneration and other payments specified in these Service Conditions and annexes hereto for the Services that the Service Provider renders under Service Conditions.
- 4.3. The Merchant shall place on its Website the following information, which shall be complete and accurate and furnished to the Cardholder in an easily accessible and understandable format:
- 4.3.1. the logotype of 3D Secure, as well as other advertising symbols or materials that the Service Provider may provide to show that Cards are accepted for payment and processing in a secure online environment;
 - 4.3.2. the logotypes of the Cards acceptable for payment. Logotypes of the acceptable Cards should not be placed in a way to produce the impression that the International Payment Card Organisations produce or trade in the goods or render services on the Website. After termination/abrogation of the Agreement, the Merchant shall remove the logotypes. The Merchant shall include on the Website the logos of International Payment Card Organisations and 3D Secure only for such goods/services about which the Merchant has provided information in the documents submitted to the Service Provider and approved by the Service Provider (e.g., in the application, annexes to the Agreement, etc.);
 - 4.3.3. the Merchant's company name and registration number (if any), registration country, contact address, e-mail address, and contact telephone number;
 - 4.3.4. a list of the goods and services offered;
 - 4.3.5. prices for the goods and services offered;
 - 4.3.6. types of Cards that are accepted on the Website;
 - 4.3.7. payment currency;
 - 4.3.8. terms and conditions of purchase of the goods and services, territorial restrictions, and export restrictions (if any);

- 4.3.9. provisions related to the rejection of the goods and services, as well as the goods returning provisions;
 - 4.3.10. Refunding provisions;
 - 4.3.11. actions that are to be taken to make the Transaction and the moment of the consummation of the Transaction;
 - 4.3.12. other provisions or circumstances that are essential for the Cardholder in making the decision about purchasing the goods and services offered;
 - 4.3.13. active references to Visa / Mastercard;
 - 4.3.14. the logos of Visa / Mastercard / 3D Secure;
 - 4.3.15. a notice before payment stating that the Cardholder must consent to all of the terms and conditions specified on the Website.
- 4.4. The Merchant shall notify Cardholders about and receive their consent that the Merchant and the Service Provider have the right to process their personal data with the purpose of executing the Agreement; to keep records of data, offer, provide and maintain services, effect and protect the rights and legal interests of the Service Provider for the purpose of fulfilling duties under the Agreement, fulfilling requirements specified in the applicable legislation, and notifying Cardholders about other conditions regarding transfer of personal data; and, if necessary, to receive confirmation from Cardholders in accordance with the applicable Data Protection Legislation.
- 4.5. The Merchant shall not be entitled to:
- 4.5.1. to apply additional fees for the payments using the Card unless the applicable law stipulates the opposite and the Service Provider has accepted such a fee according to the Rules of the International Payment Card Organisations. In case the additional fee is stipulated in the laws, it shall not be levied separately but must be included in the Merchant account. Cardholder must be informed before the Transaction by Merchant about any additional fees (surcharging);
 - 4.5.2. to set minimal or maximal Transaction Amount;
 - 4.5.3. to accept the Card in order to pay or refinance already existing obligations, i.e., the Merchant shall accept the Card only as the mean of payment for certain goods and services;
 - 4.5.4. accept Cards for payment for the goods/services if the Order for the respective goods/services has not been received;
 - 4.5.5. within the frame of the Transaction to disburse cash or checks to the Cardholder;
 - 4.5.6. within the frame of the Transaction to issue a commercial cheque, bill, or any other document with which it is possible to make the next payments;
 - 4.5.7. to divide the Transaction into parts to avoid Transaction limits or for other reasons;
 - 4.5.8. to accept illegal or fraudulent Transactions, as well as the Card as the mean of payment for the commercial activity of third persons;
 - 4.5.9. to issue electronic money as a result of the Transaction;
 - 4.5.10. to use the Transaction data for other purposes except lawful processing of the data of the Transaction according to the Rules of the International Payment Card Organisations;
 - 4.5.11. to store the Card data. If the Card data storage is necessary for the Merchant's business needs, the Merchant has to inform the Service Provider in advance about the need for the Card data storage and receive Service Provider's consent. Card data must be stored according to the rules of the International Payment Card Organisations and applicable legislation. Merchant is

- not entitled to request Card data such as Card number, Cardholder's name, Card validity term, CVV, etc.;
- 4.5.12. to disclose to third parties the Cardholder's data and any other information related to acceptance of the Card except for the cases when the provision of said information is specified by the Agreement and is necessary for the performance of the obligations under the Agreement. This Merchant's obligation is in force without the time limit;
 - 4.5.13. to claim the Chargeback refund. All legally demanded funds shall be refunded back to the Cardholder. Service Provider shall deduct this amount from the pay-out to the Merchant;
 - 4.5.14. to dispute or reject the request of Refunding;
 - 4.5.15. to execute the Transaction, which has been disputed before.
- 4.6. The Merchant shall maintain confidentiality with regard to the information related to Cardholders.
 - 4.7. Immediately after the Cardholder's Order is accepted and the Transaction is made on the Website, the Merchant shall, in an electronic format (including the possibility to receive by e-mail), generate on the Website a confirmation of the Order and the Transaction, made available to the Cardholder and ready for printing. Said confirmation shall include: the Merchant's registered name and address, website address, Transaction date, description of the goods or services purchased, Transaction Amount, Transaction currency, notice about the Transaction Amount being reserved in the Cardholder's Account, Transaction type, essential terms and conditions of purchase of the goods/services and of Transaction cancellation, as well as a recommendation for the Cardholder to save the confirmation.
 - 4.8. The Merchant shall perform Refunding if the Cardholder has cancelled/abandoned the Order and/or goods or services paid for in the cases as follows: the goods/services were not delivered/provided, or the quality of the goods/services delivered/provided was poor, or the Cardholder refused the purchased goods or services due to other legitimate reasons.
 - 4.9. If Merchant's activities require a license to provide services in a particular country, the Merchant shall provide services only if it has such a license. Under no circumstances shall the Merchant provide licensed services or make its services available to customers located in any jurisdictions where a proper license has not been received.
 - 4.10. If a license or permission is necessary to conduct the Merchant's trading activity, the Merchant shall submit to the Service Provider copies of licenses or permits (while presenting the originals) or, in certain cases, information regarding the website on which data regarding the relevant license or permit may be retrieved.
 - 4.11. The Merchant undertakes to reimburse the Service Provider for the losses and release the Service Provider from responsibility for any penalties, recovery payments, losses, claims, costs, or obligations arising due to any activity of the Merchant.
 - 4.12. The Merchant shall render support to the Service Provider in settlement of controversies arising due to any activity of the Merchant.
 - 4.13. The Service Provider shall consider the Cardholder's claims in relation to the Merchant and/or Transactions if the Cardholder has submitted the documents as follows:
 - 4.13.1. Comprehensive information regarding the disputed Transaction (date, time, Merchant name, Transaction Amount and currency, Transaction ID, claim the reason for (International Payment Card Organisation's claim code);

- 4.13.2. Further information regarding the Transaction, if any.
- 4.14. The Merchant shall reimburse the Service Provider for any and all costs incurred as a result of the consideration of such claims.
- 4.15. The Merchant shall cover any expenses sustained by the Bank, International Payment Card Organisations or the Service Provider as a consequence of the Parties' cooperation.
- 4.16. The Merchant shall have the right to accept only the Transactions that are not contrary to the Agreement or its Annexes.
- 4.17. The Merchant shall be fully liable for the Website content and reliability of all information appearing on the Website.
- 4.18. The Merchant hereby represents to the Service Provider that the Merchant is the owner or the Merchant has legal ground and powers to use, apply, and disseminate any and all information, data, charts, texts, video, music, or intellectual property forming part of the Website or in any way contained on the Website and available to the Merchant's clients, to Cardholders, or to those having access to the Website.
- 4.19. The Merchant undertakes to strictly follow the legislation on the territory on which it has its business activity.
- 4.20. The Merchant, having a legal reason to receive, store and otherwise use Card data, is obliged to obtain an appropriate level of PCI DSS certification and, on a quarterly basis or the separate demand of the Service Provider, perform vulnerability scanning and provide the Service Provider with a report on the results of the scanning. The Merchant shall not have the right to accept Card payments without a valid PCI DSS compliance certificate if one is required in accordance with PCI DSS rules.

5. MERCHANT'S DUTIES IN RELATION TO THE AUTHORISATION PROCEDURE AND TRANSACTION PROCESSING

- 5.1. The Merchant shall sell the goods/services on the Website in accordance with the provisions of the Agreement and in compliance with the following provisions:
 - 5.1.1. Authorisation shall be requested before each Transaction, unless one is an automatic payment, specifying the price for each article/service to be bought, including all the applicable taxes;
 - 5.1.2. The Service Provider shall have the right to specify special conditions for performing automatic payments upon prior agreement with the Merchant;
 - 5.1.3. Authorisation on the Website is performed only in electronic format via the Module; other types of Authorisation are not allowed;
 - 5.1.4. A Transaction shall be accepted (executed) once confirmation is received regarding the adequacy of funds in the Cardholder's Account to buy the goods/services obtained as a result of the Authorisation;
 - 5.1.5. Transactions shall be authorized and accepted if payments are made in the currency of the price for the goods/services specified on the Website.
- 5.2. The Merchant undertakes to keep all the documents stored in the portfolio (Agreement, application, and other documents provided to the Merchant) and data about Transactions, including Authorisation data and dates that must be kept in the Merchant's client database: names and surnames (company names), addresses, tax identification numbers, and Value Added

Tax numbers of the Merchant's clients, Transaction date, description of the goods or services bought, Transaction Amount for no less than 24 (twenty-four) months after the respective Transaction has been accepted, and, at the request of the Service Provider or Card Processing Centre, send to the Service Provider or Card Processing Centre all of the requested information within 5 (five) calendar days.

- 5.3. The Merchant undertakes to comply with all of the Service Provider's terms and conditions regarding the processing of Transactions and the Website, provided that the Merchant has been informed about such provisions and requirements, whether in writing or electronically.

6. TRANSACTION LIMITS

- 6.1. The Merchant shall have the right to request a modification of the Transaction limits specified in Annex 1 to the Agreement by contacting the Service Provider via supported channels (e-mail, online chat, Website, etc.).
- 6.2. Transaction limits requested by the Merchant shall come into force at the moment of the Service Provider's approval of the change of Transaction Limits in writing electronically. The Service Provider shall have the right to decline a change of Transaction limits initiated by the Merchant.
- 6.3. The Service Provider shall have the right to request further documents from the Merchant in connection with a received application for changing the Merchant's Transaction limits.

7. THE SERVICE PROVIDER'S DUTIES AND PAYMENT PROCEDURE

- 7.1. During the validity of the Agreement, the Service Provider shall provide a possibility to the Merchant to use the Service Provider's telecommunication channel for connection to the International Payment Card Organisations for sending inquiries for Authorisation of the Transactions.
- 7.2. The Service Provider is obliged to transfer to the Current Account the funds received by the Service Provider from the Transactions, recovered Chargebacks, and other amounts, provided that the amount of funds intended for payment is equal to or larger than the Minimum Payout Amount in accordance with Annex 1 to the Agreement, having automatically deducted the Remuneration, Rolling Reserve and other payments stipulated under these Service Conditions.
- 7.3. The Service Provider provides the Merchant with an information on Services rendered, specifying the amount of funds received in favor of the Merchant, the applicable Remuneration amount, amount of Rolling Reserve in the Merchant's Profile on the Website. These amounts are shown using values of the previous day.
- 7.4. If the Merchant has any objections to the statement on Services rendered prepared by the Service Provider, then the Merchant must provide the Service Provider with substantiated objections by e-mail within 5 (five) business days from the date of sending the report. If objections are not received within the above term, it shall be deemed that the Merchant has approved the statement on Services rendered.
- 7.5. By making the transfers specified in this Section, the Service Provider shall act as a payment agent in consequence of what, the Service Provider shall be liable only for the proper transfer of the Transaction Amounts received from the International Payment Card Organisations and shall

not be liable for any delay of transfer because of late or incorrect reception of the Transaction Amounts from the International Payment Card Organisations.

- 7.6. If the Merchant is short in funds or cooperation with the Merchant has been terminated, the Service Provider shall issue an invoice to the Merchant, which the Merchant shall pay within 10 (ten) days following receipt thereof, or shall withhold the respective amount from any incoming payment due to the Merchant under Agreement. Should the invoice be not paid on time, the Service Provider is entitled to apply the 0.05 % interest on arrears per day from the amount not paid on time.
- 7.7. The Service Provider may suspend the transfer to the Merchant of a Transaction Amount in relation to which additional checks are necessary in accordance with the requirements of the International Payment Card Organisation, legislation and/or based on the reasoned opinion of the Service Provider. If the Service Provider has already transferred funds for the Transaction to be checked to the Merchant, the Service Provider shall have the right to suspend any transfers of the funds due to the Merchant in the amount of the Transaction Amount to be checked.
- 7.8. The Service Provider is entitled to suspend transfers for up to 210 (two hundred and ten) calendar days with regard to the Transaction Amounts in relation to which, according to the provisions of the International Payment Card Organisation, a Chargeback has been requested, as well as with regard to the Transaction Amounts in relation to which the Merchant has failed to submit the documents/data proving the fact of Transactions within 15 (fifteen) calendar days following receipt of the request of the Service Provider or Card Processing Centre.
- 7.9. If a negative balance (representing a debt) occurs on the Services Payment Account, the Service Provider is entitled to apply the interest on arrears at a rate of 0.05 % per day from the amount not paid on time.
- 7.10. The Service Provider shall have the right, at the request of the International Payment Card Organisation, to submit statistical information about Transactions made with Cards of the respective International Payment Card Organisation.
- 7.11. The Service Provider undertakes to perform every action necessary in order to limit the likelihood of fraudulent activity, and the Service Provider shall have the right to at any time request to activate the 3D Secure security system on the Website if it is not activated.

8. LIABILITY

- 8.1. The Parties undertake that (i) neither shall use the Services provided for under the Agreement for the purposes of money laundering, terrorist financing, fraud, or any other financial crime; and (ii) no funds which are being transferred by them constitute the proceeds of any criminal activity.
- 8.2. Except as provided in Clause 7.5, in no event will either Party be liable to the other, whether in breach of the Agreement, breach of statutory duty or tort, for:
 - 8.2.1. loss arising from the conduct of a third party;
 - 8.2.2. indirect losses;
 - 8.2.3. any delay or non-performance of its obligations under the Agreement to the extent that such delay or non-performance is a result of any condition beyond its reasonable control (Force Majeure), including, without limitation, fires, strikes, insurrections, war, acts of terrorism, earthquake, fire, flood, lightning, lockouts, emergency state riots, embargos, acts of God, network breach beyond Party's control, breakdown in any third party equipment including third

party computer hardware or third-party software, governmental actions.

- 8.3. If the Force Majeure events last for more than 2 (two) months, either Party shall have the right to unilaterally terminate the Agreement notifying the other Party of it. The burden of proof rests on the Party claiming that it is unable to fulfil its obligations due to the above force majeure events in order to prove the occurrence of such force majeure events and said Party shall, within 5 (five) days, duly and in writing inform the other Party about the occurrence and cessation of such circumstances.
- 8.4. Except as provided in Clause 7.5, the maximum liability of the Service provider in breach of the Agreement, breach of statutory duty, tort, under an indemnity or otherwise arising out of or in connection with the Agreement will be, in aggregate, limited to the total amount of Remuneration actually paid by the Merchant during the twelve (12) month period immediately preceding such breach.
- 8.5. The exclusions and limitations of liability set out in this Section shall not apply to:
 - 8.5.1. liability arising from death or personal injury arising out of the negligence of a Party or its authorised representatives;
 - 8.5.2. liability for any fraudulent act or omission or fraudulent misrepresentation by a Party or its authorised representatives;
 - 8.5.3. liability arising due to the wilful misconduct of a Party.
- 8.6. The Service Provider shall have the right to collect a penalty of which amount is subject to individual case assessment for each such case attributable to the fault of the Merchant, which is in strict compliance with the Agreement and will not exceed the amount of reasonable damages caused to Service Provider by the Merchant (in any case the penalty shall not exceed the amount of EUR 20000 or a penalty imposed by the International Payment Card Organizations and/or regulatory bodies (depending on which amount is higher)), and suspend the provision of the Services as well as the processing of payments on the Website, on the online mobile apps and/or mobile websites (web applications), as well as to suspend any payouts due to the Merchant under the Agreement, in the following cases:
 - 8.6.1. the Merchant accepts payments from a Website not specified in the Merchant's Application;
 - 8.6.2. cash flow is distributed among Websites;
 - 8.6.3. any Website redirection or forwarding of the Website to another Website takes place, without the Service Provider's prior written consent;
 - 8.6.4. a warning is issued by the supervisory authority regarding illegal activity involving the Merchant's beneficial owner, authorised representative, member of the board, entity, or Website;
 - 8.6.5. the Merchant accepts payments related to fraudulent activities;
 - 8.6.6. the Merchant performs substantial modifications to the Website without prior consent from the Service Provider;
 - 8.6.7. International Payment Card Organisations assess the Merchant for violations of the International Payment Card Organisations' rules;
 - 8.6.8. the Merchant performs substantial modifications to online mobile applications (apps) and/or mobile websites (web applications) that are substantially different from the content of the Website presented to the Service Provider without obtaining prior consent from the Service Provider;
 - 8.6.9. the Merchant performs any other activities that contradict the provisions of these Service

Conditions, fails to comply with the applicable legislation of the Republic of Lithuania or fails to comply with the regulations in place within the Merchant's jurisdiction.

- 8.7. The Merchant shall indemnify the Service Provider and shall hold the Service Provider harmless against all fines, damages, expenses, and/or all related costs (including reasonably incurred legal costs) which arise from or are incurred by reason of (i) breach by the Merchant of any applicable requirements under anti-money laundering, terrorist financing, fraud or any other financial crime laws and regulations (ii) breach by the Merchant of the Rules of the International Payment Card Organisations; (iii) breach by the Merchant of its obligations under Agreement; (iv) the willful misconduct of any employee of the Merchant in connection with the obligations under the terms of Agreement. At its sole discretion, the Service Provider may deduct such fines, damages, expenses, and costs from amounts held by the Service Provider due to the Merchant under the Agreement. Exercise of this right of set-off will not prevent the Service Provider from using any other rights or remedies available to it under the Agreement or otherwise protect its rights and legitimate interests.
- 8.8. The Merchant shall indemnify damages caused to the Service Provider because of any proceedings (civil, criminal, or administrative) started due to the Merchant's actions or omissions and where Service Provider is participating as defendant/co-defendant. Mentioned in this Clause, damages include state and other fees, proceedings costs, legal aid costs, costs related to arriving on a hearing, costs related to collecting the evidences, as well as costs related to the hearing of the case in all court levels. The Service Provider shall have a right to deduct the relevant amounts from the Rolling Reserve/Financial Collateral.

9. REFUNDING

- 9.1. If the Merchant wants to refund the Transaction Amount to the Cardholder, it may do it in the Merchant Dashboard or in Merchant's Profile on the Website.
- 9.2. If a fraudulent Transaction is detected, the Transaction Amount, as well as all Transaction Amounts related to it, may be refunded to the Cardholder by the Service Provider's decision from the moment the fraudulent Transaction took place. The Service Provider's decision shall be final, and no discussion shall be entered into.
- 9.3. The Service Provider shall have the right to refund to the Cardholder the amount of any suspicious Transaction. The Service Provider's decision shall be final, and no discussion shall be entered into.
- 9.4. If the total of amounts refundable reaches 5% of Transactions, the Merchant shall have the duty to provide written clarifications regarding the reasons for the exceedance of this threshold ratio of amounts refundable.
- 9.5. The Merchant consents to the aforementioned provisions of the Agreement and undertakes to reimburse the Service Provider for losses and costs related to the refunding of any Transactions.

10. DUTIES AND RESPONSIBILITY OF THE PARTIES IN REDUCING THE FRAUD RISK ASSOCIATED WITH TRANSACTIONS

10.1. Administrative provisions:

10.1.1. With the purpose of reducing fraud risk and losses, the Service Provider, in cooperation with

- the Card Processing Centre and International Payment Card Organisations, as well as in compliance with the effective regulatory enactments and provisions, shall exercise supervision of and analyse Transactions and in accordance with the results of the above, shall submit to the Merchant the binding instructions regarding the respective Transactions and/or acceptance of Transactions on the Website in general, including making unilateral amendments to the Agreement;
- 10.1.2. The Merchant undertakes to act in accordance with the Service Provider's instructions;
- 10.1.3. The Merchant confirms that it shall take all the necessary actions to minimise the possibility of fraudulent activities on the Website and prevent the possibility of money laundering through Transactions. The Merchant shall be responsible for the actions of their employees while trading on the Website, as well as for the fulfilment of the Agreement provisions and of instructions given to the Merchant under the Agreement;
- 10.1.4. The Service Provider may inform the Merchant about the requirements of the International Payment Card Organisations in relation to the security of online Transactions and changes in said requirements, whereas the Merchant undertakes to take any and all necessary actions to comply with the requirements of the International Payment Card Organisations;
- 10.1.5. If the Merchant has information about suspicious circumstances relating to the Order, the person who has made the Order, the specified Card data, including information that may indicate that the Order has not been made by the Cardholder, the Merchant shall immediately notify the Service Provider of it and act in accordance with the instructions of the Service Provider and/or Card Processing Centre, if any;
- 10.1.6. In cases where fraudulent and/or suspicious Transactions, Chargebacks, and other claims are reviewed/investigated, the Merchant shall furnish to the Service Provider any and all information available to it that is necessary to review/investigate such cases (including the information about the Merchant's background, credit background checks, banking relationship, financial history, etc.);
- 10.1.7. In accordance with the requirements set forth by the International Payment Card Organisations, the Service Provider, in specific cases, shall notify the International Payment Card Organisations of the Merchant's fraudulent actions should such be detected.
- 10.2. Claim review process and responsibility:
- 10.2.1. Upon receipt of a Chargeback, request of the International Payment Card Organisation and/or Cardholder's claim or question about the Transaction, the Service Provider and/or Card Processing Centre shall inform the Merchant about it, and the Merchant undertakes to provide to the Service Provider and/or Card Processing Centre a response regarding the respective Chargeback, Cardholder's claim or question not later than within 3 (three) calendar days following receipt of such notice. Together with the answer, the Merchant shall also submit the documents requested by the Service Provider and Card Processing Centre;
- 10.2.2. If the Cardholder addresses a complaint and/or question about the Transaction to the Merchant, the Merchant undertakes to give the answer to the Cardholder not later than within 5 (five) business days. The answer shall be given on the subject matter of a complaint/question with explanations and, if possible, proposal of a solution;
- 10.2.3. If the Cardholder cancels the Transaction, for instance, in case of Chargebacks, and the Bank requests information about such Transaction, the Service Provider shall have the right to

- withhold from the Merchant any and all costs related to the processing of said Transaction and/or furnishing of information to the Bank regardless of the reason why the Bank refuses to pay for the respective Transactions or requests information about them, as well as any and all costs relating to consideration of controversies if the Merchant wants to appeal against the Cardholder's claims. The Service Provider shall have the right to withhold from the Merchant the amounts of costs specified in this clause under the procedure specified in Agreement;
- 10.2.4. During validity of the Agreement and/or within 540 (five hundred and forty) days following its termination, the Merchant shall return to the Service Provider the Transaction Amount for which a Chargeback has been received, if (i) the Merchant, while trading online, has failed to comply with the provisions of the Agreement, instructions of the Service Provider and/or Card Processing Centre (if such were given to the Merchant in relation to the questioned Transaction), if (ii) the Merchant, upon receipt of the request of the Bank and/or Card Processing Centre, has failed to present/submit the data and documents about the Transaction within the term specified in said request, as well as (iii) in the case when the Service Provider, under the claim provisions of the International Payment Card Organisations, may not cancel the Chargeback and the respective Transaction Amount is withheld from the Service Provider. The Service Provider shall have the right to withhold and write off from the Merchant the amounts of costs specified in this clause under the procedure specified in these Service Conditions;
- 10.2.5. If during validity of the Agreement and/or after its termination, the International Payment Card Organisations have applied penal sanctions to the Service Provider because the Merchant has exceeded the limits (committed violations when making payments), the Merchant shall return to the Service Provider the costs in the amount of the penalty imposed. Upon request, the Service Provider shall submit to the Merchant an extract on the penalties imposed on the Service Provider. The Service Provider shall have the right to withhold from the Merchant the amounts of costs specified in this clause under the procedure specified in these Service Conditions having informed the Merchant about it in writing;
- 10.2.6. The Merchant shall reimburse the Service Provider for any and all costs related to checking of separate Transactions or general Website operations if it is done due to the regulations and/or at the request of the International Payment Card Organisations. The Service Provider shall have the right to withhold and write off from the Merchant the amounts of costs specified in this clause under the procedure specified in these Service Conditions;
- 10.2.7. If information is available to the Service Provider about the Merchant's inappropriate fulfilment/failure to fulfil their obligations to their clients/Cardholders, about repeated, regular or gross violations, as well as in the case of receipt of the respective request of a competent institution, the Service Provider shall have the right, having informed the Merchant about it, to unilaterally act as follows:
- 10.2.7.1. to change the procedure for settlements with the Merchant (including the amount of the Service Provider's Remuneration and other payments specified in the Agreement);
- 10.2.7.2. to stop, fully or in part, rendering of the Services in accordance with these Service Conditions, including Transaction processing and payment of the amounts due to the Merchant in accordance with Service Conditions;
- 10.2.7.3. to set out additional Authorisation measures, including reducing Operation limits.
- 10.2.8. Payment of penalties specified in these Service Conditions and annexes hereto shall not

relieve the Merchant from reimbursing the Service Provider for any losses it sustains as a result of the Merchant's activities.

11. FINANCIAL COLLATERAL

11.1. To avoid any losses that may arise in the course of the performance of the Agreement, the Service Provider maintains a Rolling Reserve and other Financial Collateral in accordance with the provisions specified in the Service Conditions and its Annexes.

11.2. For the purpose of establishing a Rolling Reserve, the Service Provider shall deduct the percentage, indicated in Annex 1, from each Transaction Amount and will hold it for at least 180 days. Once 180 days pass, the respective amount is used to fulfill the Merchant's financial obligations (set-off is performed), and the balance of funds (if any) is transferred to the Current Account. In case of termination of the Agreement, the Rolling Reserve may be held for more than 180 days.

11.3. The Merchant is obliged to create the Financial Collateral and/or the Rolling Reserve in accordance with the provisions specified in Annex 1 of these Service Conditions. If due to the Chargebacks initiated by the Cardholders, or due to other events, the resulting balance on the Services Payment Account is lower than the minimum amount of the Financial Collateral and/or the Rolling Reserve, or is negative (representing a debt), the Merchant shall immediately, within no more than 1 (one) day, replenish the account, Financial Collateral and/or the Rolling Reserve in order to establish them or maintain the amounts thereof in the amounts specified in the Service Conditions. If the Merchant fails to replenish the account in accordance with the provisions of these Service Conditions and within the specified term, the Merchant shall have the duty to pay the Service Provider the interest on arrears in a rate of 0.05 % per day from the amount not paid on time.

11.4. The Agreement shall also be considered a financial collateral arrangement concluded in accordance with the Law on Financial Collateral Arrangements of the Republic of Lithuania, i.e. the Merchant shall be deemed to have given a Financial Collateral with transferring ownership stipulated in the Law on Financial Collateral Arrangements, when:

11.4.1. the Service Provider deducts the relevant percentage of Transaction Amounts and holds it as a Financial Collateral in a form of Rolling Reserve; and/or

11.4.2. upon Service Provider's request, the Merchant transfers to the Service Provider's account a Financial Collateral in the amount specified by the Service Provider.

11.5. The Financial Collateral shall be deemed provided following the crediting of the monetary funds to the respective Service Provider's account.

11.6. The Service Provider shall be entitled to withhold the Financial Collateral until the complete discharge of obligations under the Agreement by the Service Provider and the Merchant.

11.7. The Service Provider will deduct a certain percentage from the Transaction Amount and will hold it as Financial Collateral for a set number of days according to the conditions of the Agreement and Annexes.

11.8. The Service Provider shall have the right unilaterally and without prior notification to withhold funds and/or to use the Financial Collateral and/or Rolling Reserve with the aim to:

11.8.1. return the Transaction Amounts to the Cardholder for the satisfied Chargebacks, as well as to pay commission fees and costs of arbitration relating to consideration and processing of

- Chargebacks;
- 11.8.2. pay the fines and fees imposed by the International Payment Card Organisations or Bank on the Service Provider because of the Rules of the International Payment Card Organisations breached by the Merchant;
 - 11.8.3. pay the liabilities that have not been executed by the Merchant toward the Service Provider;
 - 11.8.4. pay the damages caused to the Services Provider by actions or inactivity of the Merchant;
 - 11.8.5. pay the amounts of penalties and other pecuniary claim amounts causing losses to the Service Provider.
- 11.9. In case of an enforcement event (as specified in Clauses 10.8 and 13.6 of the Agreement), the Service Provider shall have the right to immediately, without prior notice, use unilaterally the Financial Collateral in the following manners: (i) by way of taking over such collateral or part of it; and/or (ii) by way of setting off or otherwise settling the Merchant's financial obligations. In case of failure by the Merchant to fulfil its obligations, the Service Provider shall have the right to unilaterally use the Financial Collateral in any of the above manners or the condition of final set-off may be applied, notwithstanding the fact that liquidation or bankruptcy proceedings have been commenced or are in process, reorganisation or restructuring measures have been undertaken in respect of the Merchant and/or the Service Provider, also notwithstanding any transfer, attachment of the Financial Collateral or any other restriction of the rights.
- 11.10. If the Merchant fails to comply with the requirements in relation to the provision of Financial Collateral, the Service Provider shall have the right to stop the Service and/or suspend the transfer of Transaction Amounts to the Merchant.
- 11.11. The Service Provider shall not calculate and pay to the Merchant interest on the Financial Collateral.
- 11.12. During the obligations of the Service Provider and the Merchant, neither the Service Provider nor the Merchant shall be entitled to pledge and re-pledge, transfer for possession, encumber, alienate, change the legal form of the Financial Collateral (as well as the right on the Financial Collateral).
- 11.13. Each, the Service Provider and the Merchant shall inform relevant third parties on the existing Financial Collateral. In case Service Provider and/or Merchant conclude a deal regarding the monetary funds are in Financial Collateral, such deal is considered invalid from the moment it has been concluded.

12. PERSONAL DATA PROTECTION

- 12.1. Where the Merchant transfers Personal Data to the Service Provider, the Merchant warrants and represents to the Service Provider that it has the right to transfer such Personal Data to the Service Provider and that it has either:
- 12.1.1. obtained all necessary consents to transfer the Personal Data to the Service Provider at the appropriate time, or
 - 12.1.2. secured another lawful basis, in accordance with applicable Data Protection Legislation, to process the Personal Data and to share such Personal Data with the Service Provider for processing as envisaged by these Service Conditions;
 - 12.1.3. and provided appropriate privacy notices to the relevant data subjects (as required by Data Protection Legislation) to enable it to share the Personal Data with the Service Provider for the

purposes of providing the Services envisaged by these Service Conditions.

- 12.2. The Service Provider and the Merchant each acknowledge and agree that it acts as an independent data controller under Data Protection Legislation in relation to the Personal Data it processes under or in connection with the Agreement. Each shall comply with its respective obligations under the Data Protection Legislation. In particular, Service Provider shall determine the purposes and manner of its own processing of Personal Data, including for the purposes of:
 - 12.2.1. risk management including fraud monitoring, prevention, detection, and prosecution;
 - 12.2.2. regulatory compliance activity including anti-money laundering, financial crime compliance, and identity screening;
 - 12.2.3. the Service Provider's compliance with the Rules of the International Payment Card Organisations;
 - 12.2.4. the Service Provider's compliance with any other applicable laws.
- 12.3. Each Party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Legislation, and shall make such information available to any regulator on request.
- 12.4. The Service Provider and the Merchant shall each ensure that access to Personal Data is limited to Service Provider's or the Merchant's personnel who have a reasonable need to access Personal Data to enable the Service Provider or the Merchant to perform its respective duties under the Agreement.
- 12.5. If the Party receives or becomes aware of any of the following, it shall promptly notify the other Party of:
 - 12.5.1. any breach of security or unauthorised access to Personal Data within 48 hours of the occurrence of such incident; and
 - 12.5.2. any complaint, inquiry, or request from a data subject or data protection authority regarding Personal Data unless such notice is prohibited by Data Protection Legislation.
- 12.6. The Merchant acknowledges and agrees that Service Provider, at its sole discretion, may disclose any Personal Data or Transaction-related information to any channel of the International Payment Card Organisations, payment processors, credit reference and fraud prevention agencies, or any other third parties in order to perform Service Provider's obligations under Agreement and/or legal obligations under applicable legislation, including but not limited to anti-money laundering, sanctions, or as may otherwise be required by law or court order. Furthermore, such disclosure may be made to any governmental agency, body, or department that exercises regulatory or supervisory authority with respect to the Service Provider's operations, where such disclosure is made to satisfy routine governmental audit or examination requirements or as part of informational submissions required to be made to such governmental entities in the ordinary course of business.
- 12.7. The Service Provider carries out the processing of the Personal Data of the Merchant's representatives, authorized persons, beneficial owners, and other third parties related to the Merchant and the Merchant is obliged to obtain consent to all data processing mentioned in this Clause from all persons whose personal data is transferred to the Service Provider. The Merchant shall notify the Service Provider in the event the Merchant uses third party service

providers, which have access to Personal Data of the Cardholder, and to provide respective PCI DSS.

13. CONFIDENTIALITY

13.1. Each Party shall, and each shall procure that its personnel will, keep secret and confidential all Confidential Information disclosed by the other Party in connection with Agreement. The receiving Party agrees and undertakes not (i) to disclose or permit disclosure of any confidential information to any third parties, except authorised representatives on a need-to-know basis; and (ii) to utilise, copy, employ, exploit or deal with Confidential Information otherwise than for the purpose of performing the Agreement.

13.2. Confidential Information means any and all information disclosed by the disclosing Party to the receiving Party, whether disclosed before or after the Agreement was entered into, in whatever form (including but not limited to written, oral, visual and/or electronic form), of technical or commercial nature, including:

13.2.1. the terms and conditions of the Agreement;

13.2.2. financial information, e.g. Party's income, capital, prices, price determination way and structure, other financial information that relates to the Party in general or to individual products or services;

13.2.3. information about the customers, e.g. data on the previous, present or future customers, customers' offers, provisions of transactions between a customer and the Party, customers' invoices and condition of debts, customers' personal data that are protected in accordance with the personal data protection legislation or other information related with the previous, present or future customers;

13.2.4. information about Party's products, inventions, discoveries, improvements and innovations (irrespective of the fact whether they are to be patented or protected with author's right), methods, processes, techniques, data, formulas, and computer software, access codes and passwords, servers, security system codes and equipment;

13.2.5. information about the cooperation partners, e.g., names and addresses of the cooperation partners, transaction provisions, or information regarding the potential cooperation partners;

13.2.6. marketing information, e.g. provisions of the implemented or intended marketing programs, contractual provisions, anticipated sales volumes or results of marketing campaigns or information about the future transactions;

13.2.7. personnel information, e.g. employee's data or medical history, salary and compensation provisions, current or intended motivation and promotion events, employment termination deadlines and reasons, disciplinary procedures, employees' training methods, employees' performance or other information about the employees;

13.2.8. any other information that has come at disposal of the Party during validity of the Agreement and refer to the activity of the Party, incl., technological and production information, 'know-how', and information that should be reasonable regarded a confidential.

13.3. This Section of the Agreement does not apply to information:

13.3.1. that is published or otherwise generally becomes available to the public, except as a result

- of a breach of the Agreement;
- 13.3.2. to the extent required to be disclosed by any law, provided that the disclosing Party notifies the other, to the extent legally permissible, of the information to be disclosed as early as reasonably practicable before the disclosure and takes all reasonable action to avoid or limit the disclosure;
- 13.3.3. in the event that the recipient of Confidential Information is requested by a governmental agency or judicial procedure or becomes legally compelled to disclose any Confidential Information of the other Party, it is agreed that such recipient Party will seek a protective order to protect and preserve the confidential nature of the Confidential Information. In such event, each Party agrees that it will furnish only that portion of the Confidential Information that is legally required and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information and other information which is being disclosed. Each Party shall immediately notify the other upon discovery of any loss or unauthorized disclosures of the Confidential Information of the other Party; or
- 13.3.4. that is already known by the receiving Party without any breach of obligation of confidentiality.
- 13.4. The provisions of this Section of the Agreement shall not restrict the right of the Receiving Party to share Confidential Information with its superiors, group companies, employees, professional advisors or sub-contractors on a need-to-know basis in relation to the Agreement and/or to manage the relationship between the Parties, provided that such persons use it solely for such purpose and are under obligation to the receiving party to keep such information confidential.
- 13.5. Other than as expressly permitted under the Agreement, on expiry or termination for whatever reason, each Party will immediately: (a) cease to use any Confidential Information of the other Party and will return on written demand or, at its election, destroy or, so far as is reasonably practicable, permanently erase all copies of that Confidential Information in its possession or control; and (b) upon request by the disclosing Party, the receiving Party shall provide a certificate signed by its director within one (1) month from the date of termination that this has been done, save that a Party may continue to retain such part of that Confidential Information only for the purposes of, and for so long as required by, any law or its legitimate internal compliance requirements.

14. VALIDITY OF THE AGREEMENT

- 14.1. Upon Merchant's approval of the Service Conditions by ticking the appropriate box in on the Website, the Merchant shall be deemed to have entered into Agreement with the Service Provider. The Agreement shall remain in effect for an indefinite period.
- 14.2. A prerequisite for the provision of Services is the Merchant's Current Account opened with the Service Provider. If the Merchant does not have such an account, the Service Provider does not provide Services under the Agreement.
- 14.3. The Service Provider reserves the right to refuse to enter into Agreement with the Merchant without explaining the reasons for the refusal.
- 14.4. The Agreement concluded using electronic channels acceptable to the Service Provider as well as all the amendments thereto and/or any notices provided by any Party using electronic

- channels acceptable to the Service Provider will have the same legal effect as the agreements concluded in paper format and/or notices handed over personally.
- 14.5. The Service Provider shall have the right to unilaterally terminate the Agreement unilaterally without stating the reasons by giving the Merchant at least 30 (thirty) days' prior notice sent by e-mail or a registered mail.
- 14.6. The Service Provider shall have the right to immediately and unilaterally terminate the Agreement upon notifying the Merchant in the following cases:
- 14.6.1. The Merchant has furnished inaccurate information to the Service Provider as a result of which the Service Provider has incurred losses or is no longer able to duly fulfil its obligations further on;
- 14.6.2. The Merchant has failed to inform the Service Provider about changes in the previously furnished information as a result of which the Service Provider has incurred losses or is no longer able to duly fulfil its obligations further on;
- 14.6.3. The Merchant does not comply with the regulations of the International Payment Card Organisations;
- 14.6.4. A court decision has been made about announcement of the Merchant's legal protection proceedings, extrajudicial legal protection proceedings or commencement of bankruptcy proceedings, or a notice about the Merchant's bankruptcy has been submitted or a competent (supervisory) body has made a decision to limit/suspend the Merchant's activity;
- 14.6.5. The Merchant's accounts have been blocked by tax authorities or other supervisory bodies;
- 14.6.6. The Merchant participates in fraudulent or illegal operations or any other activity posing a threat to the reputation of the Service Provider or the International Payment Card Organisations;
- 14.6.7. The Merchant has failed to fulfil any provision of the Agreement, thereby triggering, or potentially triggering a substantial risk of financial losses to the Service Provider;
- 14.6.8. The number of Chargebacks/Fraudulent transactions for the Merchant's exceeds 0,5% or 50 cases within 1 (one) calendar month;
- 14.6.9. The Merchant's current account opened with the Service Provider is closed;
- 14.6.10. The Merchant fails to fulfil any of its obligations under the Agreement and this is considered a material breach of the Agreement.
- 14.7. The Merchant shall have the right to unilaterally terminate the Agreement by giving the Service Provider at least 30 (thirty) days prior notice having paid all amounts due and performed other obligations under the Agreement.
- 14.8. In the event of termination of the Agreement, access to the Merchant Dashboard on the Service Provider's website shall be revoked, and acceptance of payments shall be suspended.
- 14.9. Following termination of the Agreement, all existing Rolling Reserve/Financial Collateral shall be blocked for 180 calendar days from the date of termination of the Agreement. The Service Provider shall reactivate the Rolling Reserve and it shall be available to the Merchant upon the end of the 180 calendar days and after the Service Provider receives any and all documents requested in order to substantiate Transactions (documents proving the Cardholder's identity, signed Transaction receipts, information about the Cardholder, for instance, first name/surname, delivery address, telephone number, e-mail address and proof of delivery, for instance, delivery receipt or electronic confirmation).

- 14.10. In case of termination of the Agreement, the Rolling Reserve/Financial Collateral shall be returned to the Merchant by transferring it to the Current Account or other account specified by the Merchant not sooner than 180 days following the termination of the Agreement provided that the Merchant has fulfilled all its obligations under the Agreement.
- 14.11. Termination of the Agreement shall not release the Merchant from the obligation to make any and all payments specified in the Agreement.
- 14.12. In terms of the Rolling Reserve and Financial Collateral, the Agreement (and the Service Provider's right to make deductions from them in accordance with the provisions of the Service Conditions) shall continue following the termination of the Agreement until they are returned to the Merchant in accordance with the provisions of the Agreement.

15. TAXES

- 15.1. Each Party undertakes to submit tax reports and pay taxes applicable to their income under any jurisdiction. If the Service Provider has to pay such taxes for the Merchant's income, the Merchant shall immediately pay to the Service Provider the amount of such taxes and all interest, penalties and requested amounts relating to it.
- 15.2. If changes are made to the applicable legislation, and the Service Provider has to pay the value added tax (VAT) or any other such tax on its Services, such tax shall be added to the Remuneration.

16. ASSIGNMENT OF THE RIGHTS

- 16.1. The Service Provider shall have the right to assign all its rights and obligations under the Agreement to another financial institution or third party who under applicable legal acts has the right to extend, take over or invest in such type of services on condition that such assignment involves all rights and obligations of the Service Provider under the Agreement and the Merchant does not incur any additional payment obligations in connection with such assignment and the amounts payable under the Agreement do not increase.
- 16.2. The Merchant shall have no right to assign its rights and obligations under the Agreement to any third parties without a prior written consent of the Service Provider.

17. LAW AND DISPUTE RESOLUTION

- 17.1. The Agreement shall be regulated in accordance with the laws of the Republic of Lithuania.
- 17.2. The Parties shall endeavor to resolve any disputes and disagreements stemming from the Agreement or related to the execution, validity, or termination hereof by negotiating. If a dispute or disagreement cannot be resolved by negotiating, or if such negotiations persist for over 30 (thirty) days, disputes between the Parties shall be resolved by the courts of the Republic of Lithuania.

18. MISCELLANEOUS PROVISIONS

- 18.1. The Agreement and any Annexes to it shall be binding upon the Parties and their legal successors.
- 18.2. The Service Provider shall have the right to unilaterally amend any provision or condition of the Agreement or its annexes, having informed the Merchant about it 30 (thirty) days in advance

- by email. In the event no objections are received by email from the Merchant in 30 (thirty) days since the amendments were announced, it should be considered that Merchant has accepted the amendments. In the event the Merchant does not accept the amendments, the Merchant has the right to terminate the Agreement having paid all amounts due under the Agreement.
- 18.3. The Service Provider shall have the right to immediately change any and all provisions and conditions envisaged for the Merchant under the Service Conditions if the Bank, International Payment Card Organisations, state, municipal or internationally recognised organisations change their provisions relating to the Service Conditions.
- 18.4. If there are grounded suspicions about violations of Card acceptance or any other illegal activity on the part of the Merchant, the Service Provider shall have the right to immediately unilaterally amend the provisions of the Agreement, as well as unilaterally stop providing the Services or paying the funds to the Merchant, and/or unilaterally terminate the Agreement informing the Merchant about it in writing.
- 18.5. The Agreement together with any other changes approved by the Parties in writing sets forth all of the arrangements between the Parties, and no representations or warranties expressed verbally shall be considered to be included in the provisions of the Agreement.
- 18.6. Annex 1, Merchant's application, General Terms and Conditions, Privacy Policy, Price List, as well as all other terms and conditions applicable and related to the Service Conditions are considered an integral part of the Agreement. By ticking the relevant box on the Website, the Merchant approves that it has read and accepts all of the above-mentioned terms. In the event of a discrepancies, the terms of the Service Conditions will prevail.
- 18.7. The Parties shall send any and all notices and other documents related to the performance of the Agreement by e-mail or to the registered addresses of the Parties specified unless otherwise provided in the Agreement. Both Parties shall immediately in writing inform each other about changes in the data (name, registration number, registered address, e-mail address, telephone or bank account number, as well as other changes essential to the Parties in the fulfilment of their obligations under Agreement).
- 18.8. Headings contained in the Service Conditions are for the Parties' convenience only and shall not affect its contents. Capitalised terms are used in the meanings specified in the Service Conditions.