

# Terms and conditions

## I INTRODUCTION AND CONCLUSION OF PAYMENT CARD ACCEPTANCE CONTRACT

These business terms and conditions apply to the relationship between WAYFORPAY s.r.o. ("WAYFORPAY" or "Operator") and the merchant ("Merchant"), which deals with the sale of goods and/or services and concluded with a Service Contract with WAYFORPAY to mediate the acceptance of payment cards and the clearing transactions of the Merchant by the company.

WAYFORPAY, with its registered office at Holeckova 777/39, Praha 5, Smichov, Praha, Hlavni mesto Praha, 15000, Czechia, is a financial institution entered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File No. 272720, registered with the Czech National Bank as the issuer of small-scale electronic money. WAYFORPAY is authorized to provide payment services in the Czech Republic. WAYFORPAY is a registered participant in Payment Card Schemes with a license for clearing transactions and processing them for authorization and settlement purposes. These General Terms and Conditions (currently valid) along with the AML Rules, List of Rates, any security instructions, measures, and/or instructions and any other documents that may be included as part of the Payment Card Acceptance Contract comprise the Payment Card Acceptance Contract, hereinafter accepting payment cards, hereinafter referred to as "Contract with the Merchant". All references to the Contract with the Merchant specified in these Business Terms and Conditions are references to these Business Terms and Conditions, AML Rules, List of Rates, and any other documents that comprise the Contract with the Trader. WAYFORPAY reserves the right to continuously change the Contract with the Merchant, as detailed in Article IX Changes.

The Merchant is authorized to provide his/her customers with appropriate methods of purchasing goods and/or services through the use of the WAYFORPAY system in accordance with the terms of the Contract. These Business Terms and Conditions set forth the conditions under which the Merchant is authorized to accept Cards issued under the Payment Card Scheme as a means of payment and to enter WAYFORPAY transactions for authorization, clearing and settlement purposes.

The Contract with the Merchant is entered into and becomes effective as soon as the Contract on Merchant has been signed by both Contracting Parties, and WAYFORPAY has opened a WAYFORPAY account with the Merchant. The approval and signature of the Contract with the Merchant of WAYFORPAY is conditional on the result of WAYFORPAY's risk assessment of the Merchant. The date of conclusion of the Contract with the Merchant will be the date of the final approval of the Merchant by WAYFORPAY. By concluding the Contract with the Merchant, the Merchant accepts and agrees with these Business Terms and Conditions and the other terms of the Contract with the Merchant.

## II INTERPRETATION AND DEFINITION OF TERMS

### 1. Interpretation of Terms

1.1 Any references to any laws, regulations or rules including the Payment Card Scheme Standards specified in the Contract with the Merchant are references to the applicable law, regulations or rules in the current modified, extended or amended version.

1.2 The reference to these Business Terms and Conditions, the AML Rules, the List of Rates, the Contract with the Merchant, or any other contract or document specified in

the Contract with the Merchant is a reference to the contract or document as modified or amended.

1.3 If any provision of these Business Terms and Conditions is in violation of the Service Contract entered into with the Merchant or any other contract negotiated and concluded between WAYFORPAY and the Merchant, the Service Contract or any other relevant contract (whichever of those the violation concerns).

1.4 If any provision of the Contract with the Merchant conflicts with the Payment Card Scheme Standards, the Payment Card Scheme Standards prevail.

1.5 The headings in the Contract with the Merchant are only for clarity and do not affect the interpretation of the Contract with the Merchant.

1.6 Any concepts with large capital letters used in these Business Terms and Conditions that are not defined in these Business Terms and Conditions have the same meaning as in the Contract with the Merchant, and/or Payment Card Scheme Standards, whichever of those documents is used.

1.7 Unless otherwise contextually, the singular expressions include the plural, and the plural expressions include a single number.

1.8 Concept person includes a natural person, a legal person or other entity (whether or not a legal person).

1.9 Unless stated otherwise, any reference to any person includes his/her/its legal successor, acquirer, and successor to that person.

1.10 Any obligation on the Merchant not to perform an act includes the obligation not to allow anyone else to do so.

1.11 Any words following the expressions including, particularly, for example or another similar term will be understood as a demonstration and will in no manner restrict the meaning of words, descriptions, definitions of terms, phrases or expressions given before these terms.

## 2. Definition of Terms

2.1 If it results from the context, the following terms have the following meanings in the Contract with the Merchant:

**3D Secure:** Security protocol, e.g. Mastercard SecureCode or VerifiedbyVisa, to prevent fraud in online card transactions.

**Threat of Account Data:** An event that directly or indirectly results in unauthorized access to or disclosure of data about the account.

**Bank Day:** A day when banks are open for regular operations and business in the settlement Currency in the Czech Republic, in the country of the Merchant's registered office and in the Country of the settlement Currency.

**Card:** A valid payment card issued on the basis of a card issuance license under the Payment Card Scheme or any other method approved by the Payment Card Scheme.

**Card Account Number:** The Card Account Number or Primary Account Number (PAN) is a numeric code that is embossed and/or encoded on the Card and which is the unique identifier of the Cardholder's account.

**Card Issuer:** A member of the Payment Card Scheme, which issues the Cardholder's Card according to the Payment Card Scheme.

**Card-Free Transaction:** Any Transaction that is not a Card Transaction. To exclude any doubt, any Transactions that take place remotely, including Transactions by Post or Telephone Order (MO/TO), Transactions at a Card- Activated Terminal (CAT), E-commerce Transactions, and Transaction with transponders, are Card-Free Transactions.

**Card Transaction:** Transactions carried out by the Merchant or one of its agents through an operated terminal where the Cardholder and the Card of the Holder are present at the point of sale.

**Trademarks of the Payment Card Scheme:** A protected combination of names, trademarks, and colors that visually express the identity of the Payment Card Scheme.

**Members of the Payment Card Scheme:** A member of one or more Payment Card Schemes.

**Payment Card Scheme Standards:** The rules and standards of the stated Payment Card Scheme in relation to Members of Payment Card Schemes and activities that use and/or otherwise include Cards and/or any Payment Card Scheme Trademarks. Payment Card Scheme Standards are available to Merchants on the Payment Card Scheme website. Each Payment Card Scheme has the exclusive right to interpret and enforce its Payment Card Scheme Standards.

**Payment Card Scheme:** Visa Inc., Mastercard Worldwide, Unionpay International and other such international or local Payment Card Schemes may be reported by WAYFORPAY, each such scheme being a "Payment Card Scheme". A "Corresponding Payment Card Scheme" is each Payment Card Scheme specified in the Contract with the Merchant as a Payment Card Scheme, the Card of which the Merchant is authorized to accept as a payment instrument upon a purchase under valid Transactions.

**Cardholder:** The natural person to whom the Card is issued or who is authorized to use such a Card.

**Claimed Transaction:** The procedure set forth in the Payment Card Scheme Standards, where the Card Issuer is entitled to require WAYFORPAY to refund the entire amount of the Transaction or a portion, and WAYFORPAY is entitled to claim the same amount again from the Merchant.

**Fee for Claimed Transaction:** The fee charged by WAYFORPAY to the Merchant for each Transaction in which a claim is conducted as specified in the Contract with the Merchant.

**Chip Transaction:** Transactions performed by the Card Holder, who inserts their chip card into the POS terminal to reading chips.

**Contactless Transactions:** Transactions conducted by the Cardholder, who will press their contactless Card or device at the cashier's.

**Credit Refund Confirmation:** Any electronic or printed records used by the Merchant to record Refunds.

**Limit CVM (Cardholder Verification Method):** The limit set by Payment Card Schemes for certain types of transactions. Consent to the Processing of Personal Data Consent to the processing of personal data between WAYFORPAY and the Merchant, which specifies the conditions under which personal data relating to Cardholders and/or Transactions are processed.

**Name for Business Activities:** The name of the Merchant, under which it presents its services on the market.

**Excessive Activity:** If the Claimed Transaction of the Merchant exceeds 1% of the transaction Value in the entered Transaction in any given calendar month, fraudulent transactions with the Merchant in the processed Transaction exceed 1% of the transaction Value and/or the value of the Refund exceed 5% of the transaction Value in the processed transaction.

**Fees:** Any fees that the Merchant will pay to WAYFORPAY according to the Contract with the Merchant, including Service Fees, Fees for Claimed Transaction, Fees for Processed Transactions, Fees between Banks, Fees for Payment Card Schemes, and Fees for Settlement of Payments.

**Unauthorized Transaction:** Any actual or contemplated Transaction or attempted Transaction that is not a valid Transaction, mainly:

- any Transactions relating to goods and/or services provided by any person other than the Merchant, or Transactions for the purpose of conducting payments to a person other than the Merchant,
- any Transactions relating to goods and/or services provided from any place other than the Point of Sale of the Merchant,
- any Transactions relating to goods/services of a different type than those specified in the Contract with the Merchant,
- any Transaction that is not genuine or about which the Merchant knows or should know that is either fraudulent or not approved by the Cardholder,
- any Transaction or delivery of goods/services inconsistent with any applicable laws, regulations or rules,
- any Transaction or delivery of goods/services inconsistent with any of the Payment Card Scheme Standards,
- any Transaction or delivery of goods/services that is in any manner inconsistent with the provisions of the Contract with the Merchant; or
- any Transactions or more Transactions closed or closed to circumvent any of the aforementioned.

**Payment Service for Payments:** A service offered in the point of sale, where the Cardholder is able to pay for eligible purchases in the same monthly installments according to the repayment schedule, the applicable interest rate and (if applicable) fees offered by the participating Card Issuer.

**Fees between Banks:** A fee paid directly or indirectly (through a third party) by WAYFORPAY to the Card Issuer for each Transaction that WAYFORPAY compensates the Merchant.

**Payment Facilitator (PF):** Payment Facilitator (PF) is a service provider registered by the card acquirer in Payment Card Schemes, which mediates payment transactions from Buyer to the Merchant. The payment provider is responsible for adhering to the rules of the card schemes. The Payment Service Provider includes Acquiring Cardholders and/or Merchants, Customer Services provided to Cardholders and/or Merchants, training and educating of Merchants and deploying of terminals, mediation of payments, and ensuring the settlement of payments. WAYFORPAY is a Payment Facilitator.

**PSP – Payment Service Provider:** The Payment Service Provider (PSP) provides a technical payment solution, e.g. an application or payment gateway, which allows for the acceptance of electronic payment instruments for payment in online shops. WAYFORPAY is a Payment Service Provider.

**Card Acquirer:** A Card Acquirer is a banking institution that is a member of card companies and holds a license from a card company to enable the acceptance of cards. It is responsible for the processing, authorization and settlement of transactions between the issuing bank, the card company and the Payment Facilitator.

**Merchant Account Number:** The specific identifier used to identify the Merchant or its sales terminal or shop. If a Merchant is authorized to accept Cards as a means of payment at multiple points of sale under a Contract with a Merchant, several account numbers may be assigned to the Merchant.

**Merchant Application Form:** The relevant Merchant Application Form assigned by WAYFORPAY for the Merchant and its business completed by the Merchant (or on its behalf).

**Specific Point of Sale:** The form defining the Point of Sale of the Merchant may have the URL of an online shop, the payment and settlement currency, and the bank account for the settlement.

**Merchant's Point of Sale:** The Merchant's Point of Sale is specified in the Point of Sale Specification. In the case of a Merchant accepting a payment through the Internet, the

Point of Sale will only have the Internet address specified in the Point of Sale Specification.

**WAYFORPAY Internet Portal:** The WAYFORPAY internet portal service provided to Merchants, enabling Merchant to check the history of their payment card transactions, and to settle and accept notification and correspondence from WAYFORPAY through the secure online system.

**MCC:** Merchant Category Code, i.e. the four-digit code used to identify the Merchant type. The MCC is set by the International Organization for Standardization.

**PCI/DSS Standards:** The Data Security Standard (DSS) in the Payment Card Industry (PCI) is the worldwide standard for data security developed by the PCI SSC and published on the <http://www.pcisecuritystandards.org/> website.

**QPS:** Mastercard's Quick Payment Service.

**Refunds:** A transaction that is the opposite of a purchase transaction, i.e. the Cardholder returns the goods or cancels the prepaid services or otherwise authorizes a refund of a payment by the Merchant, for example because the Merchant has not delivered the relevant goods and/or services or part thereof and their value is credited to the account of the Cardholder.

**Rolling Reserve:** A loss-coverage fund, which is in accordance with the terms of the Contract with the Merchant, creates Levies to the reserve to cover losses.

**Levies in the Reserve for loss coverage:** Set percentage of a Share of the Transaction Value for All Transactions

**Fees for Payment Card Schemes:** Fees collected by the Payment Card Schemes for Transactions made by using the Card.

**Transaction Fees:** Fees paid to WAYFORPAY by the Merchant for services provided under the Contract with the Merchant, including "Transaction Fees Charged to the Merchant".

**Service Provider:** The institution or entity providing certain defined services to one or more Members of the Payment Card Scheme. The Service Provider must be registered with the Payment Card Schemes and is only allowed to provide services under the program for which it is registered.

**Settlement Currency:** The currency in which WAYFORPAY conducts settlement payments to the Merchant. The settlement currency is specified in the Point of Sale Specification.

**Payment Currency:** The currency in which WAYFORPAY arranges a payment with the Card of the Merchant. The payment currency is specified in the Point of Sale Specification.

**Settlement:** Settlement means the transfer of funds in the settlement currency to the bank account of the Merchant, where the settlement value is cleared by the applicable fees specified in the List of Rates.

**Date of Settlement:** The payment date for the Values of the settled Transactions in accordance with the terms of the Contract with the Merchant. Frequency of the Settlement Data and the time lag between the entering and the settlement are stated in the Contract with the Merchant.

**Settlement Value:** The net amount expressed in the Settlement Currency of the Merchant corresponding to the difference between the applicable purchase transactions entered into by WAYFORPAY and any amounts that WAYFORPAY is entitled to withdraw or offset against the Transaction Value of the Transactions, according to the Contract with the Merchant or legal regulations.

**Fee for Settlement Payments:** A flat fee for each settlement specified in the List of Fees.

**List of Fees:** The relevant WAYFORPAY document setting forth the amounts and/or fees to be paid by the Merchant to WAYFORPAY.

**Independent Processor (IP):** A service provider who enters into a contract with the Merchant for the provision of processing services or other technical services. An Independent Processor is considered to be any Contracting Party that provides services related to terminal operations, the routing of authorizations, electronic data recording, the preparation of clearing files and/or any other handling of Cardholder and/or Transaction data.

**Transaction:** An action between the Cardholder and the Merchant that leads to the transfer of funds to the Cardholder's account or from that account. The transaction will be considered a "a valid Transaction" only if it fulfills all the following conditions:

- it is a Transaction related to the goods and/or services provided by the Merchant itself from the Point of Sale of the Merchant.
- goods/services provided by the Merchant are of the same type as the goods/services specified in the Contract with the Merchant,
- The transactions, the goods/services provided and the manner of delivery are in full compliance with all applicable laws, regulations and rules,
- The transactions, the goods/services provided and the delivery method are fully in accordance with the Payment Card Scheme Standards and
- The Merchant has complied with all other provisions of the Contract with the Merchant regarding the Transaction and the provided goods/services.

**Transaction Processing Fee:** A flat fee for each authorized/settled Transaction and a flat fee for each rejected/canceled transaction as specified in the List of Rates.

**Transaction Confirmation:** Electronic or printed record of a Transaction created at the point of sale, which proves the purchase of goods or services or the return of funds.

**Transaction Value:** Gross amount expressed in the Merchant's Settlement Currency for Transactions in WAYFORPAY.

## III RIGHTS AND OBLIGATIONS OF THE MERCHANT

### 3. Card Acceptance

3.1 Subject to compliance with the terms of the Contract with the Merchant on the part of the Merchant, the Merchant is authorized to accept only Cards of the type specified in the Service Contract as a payment for valid Transactions. WAYFORPAY will clear the Merchant's transactions and process them for authorization, clearing, and settlement under the terms of the Contract with the Merchant. WAYFORPAY is not obliged to clear any Transactions other than valid ones.

3.2 At its own expense the Merchant is obliged to run and maintain a suitable sales system, or modify it and connect with the WAYFORPAY system and/or the terminal or terminals, in order to accept the Cards as a means of payment and fulfill its obligations according to the Contract with the Merchant.

3.3 The business of the Merchant must comply with all applicable laws, regulations, and Payment Card Scheme Standards. The merchant must not pretend to be a member of the Payment Cards Scheme if it is not.

3.4 The Merchant may not accept Cards as a payment mainly for:

- (a) any Transaction relating to goods and/or services provided by any person other than the Merchant or Transaction for the purpose of making a payment to a person other than the Merchant,
- (b) any Transaction relating to goods and/or services provided from any place other than the Merchant's Point of Sale,

- (c) any Transaction relating to goods/services of a type other than specified in the Point of Sale Specification,
- (d) any Transaction not authorized by the Cardholder,
- (e) any Transaction that is fraudulent or unreasonable,
- (f) any Transaction or delivery of goods/services inconsistent with applicable laws, regulations or rules in the country of the Merchant's registered office or the country of the Cardholder's registered office.
- (g) any Transaction or delivery of goods/services inconsistent with any of the Payment Card Scheme Standards,
- (h) any Transaction or delivery of goods/services that could damage the reputation of the Payment Card Schemes, the WAYFORPAY or payment systems of the Payment Card Schemes and / or adversely affect the Trademarks of the Payment Card Schemes and/or the Trademarks of WAYFORPAY or
- (i) any Transaction or delivery of goods/services, which is otherwise in any manner contrary to the provisions of the Contract with the Merchant or has been made to circumvent any provisions of the Contract with the Merchant.

3.6 As a condition of Card acceptance, the Merchant is not authorized to require a Card Holder to waive the right to challenge a particular Transaction.

3.7 In card Transactions using a Card with the company name, the Merchant is authorized to install automated mechanisms on the payment terminal through a particular payment Trademarks or payment application. However, the Merchant may not prevent the Cardholder from changing this automatic preference.

3.8 The Merchant is not entitled to request a minimum or maximum amount of the Transaction during which a valid Card will be accepted.

3.9 The Merchant is obliged to provide its price as the full price in relation to the consumer (unless it offers a general discount) and may not add any amounts or fees if the consumer decides to pay by card unless it complies with EEA law or local law in the country where the Merchant has its registered office.

3.10 The Merchant is not entitled, directly or indirectly, to require any Cardholder to pay an additional fee or any portion of any Merchant's discount or any current monetary charge in connection with the Transaction, unless such an action is in accordance with EEA law or local law in the country where the Merchant has its registered office.

3.11 The Merchant shall ensure that its customer support is provided with its Business Name and place of performance and that these facts are apparent throughout the entire interaction with the Cardholder. The Merchant shall ensure that the Cardholder can easily claim its responsibility for the Transaction, including the delivery of goods or services that are the subject of the Transaction, and responsibility for the customer service and dispute resolution.

3.12 The Merchant is not entitled to pay cash to the Cardholder if it is not authorized to participate in the cashback program of the corresponding Payment Card Scheme, or if it does not pay funds in the form of traveler's checks, travel cards issued by the Payment Card Scheme or foreign currency, and WAYFORPAY has not been authorized to accept for the purposes of the Card, in which case the amount of the Transaction will not exceed the value of the traveler's checks, travel cards or foreign currency increased by the Merchant's commission. In no case may the Merchant pay money in the form of traveler's checks if the sole purpose is enabling the Cardholder to purchase goods and/or services from the Merchant in cash.

3.13 The Merchant is obliged to ensure that all its employees, senior employees and representatives adhere to the terms of the Contract with the Merchant.

## 4. Obligation to Accept All Cards

4.1 Unless required by law or any instruction in the Payment Card Scheme, the Merchant is not entitled to refuse to accept any Card based on the identity of the Issuer or the Cardholder.

4.2 As a condition of acceptance of the Card, the Merchant is entitled to request but not strictly require the Cardholder to prove his/her identity through another method, unless such information is necessary for the execution of the Transaction, for example for transport purposes, or the Bank Card Scheme Standards specifically allow or require the acquisition of this information.

4.3 In the case of Cards issued in the EEA, the Merchant accepts, without distinction, all valid Cards submitted by the Cardholder, which are included in the same category of fees between banks. The Merchant is not entitled to proceed in accepting Cards in a manner that would discriminate or discourage the use of the Cards in favor of any other form of payment, unless such procedure is in accordance with EEA law or local law in the country where the Merchant has its registered office. However, the Merchant is not obliged to accept debit cards as a condition for receiving credit cards and vice versa. The Merchant is not obliged to accept Business Cards issued within the EEA.

4.4 In the case of cards issued outside the EEA, the Merchant accepts all valid Cards issued by the Payment Card Schemes, from which it is entitled to receive the Cards.

## 5. Refunds

5.1 The Merchant is entitled to conduct Refunds to Cardholders only in relation to previous Transactions with these Cardholders, the subject of which is the sale of goods or services.

5.2 The Merchant is not entitled to return funds from the Transaction in any way other than by returning funds to the Card. For example, a Merchant is not entitled to return funds from the Transaction in cash or by check. Similarly, if the Merchant's customer originally paid for goods or services in other ways (e.g. by cash or by check), the Merchant is not authorized to make a refund of the funds on the Card.

5.3 Refunds may only be made on the Card used for the original Transaction for which the funds are being returned. Each Refund shall be carried out in the same currency as the original Transaction for which the funds are being returned and funds may be returned up to the amount of the original Transaction, but a higher amount cannot be refunded.

5.4 WAYFORPAY will refund the entire amount of the refund to the Merchant immediately upon its notification, together with any Fees or other amounts paid to WAYFORPAY under the Contract with the Merchant. The Merchant is not entitled to the payment of any Fees or other amounts paid or payable to WAYFORPAY in relation to the original Transaction for which the funds are returned.

5.5 WAYFORPAY, Payment Card Scheme Standards or applicable legal regulations will not be required by the Merchant to make any further credit Transactions that result in transferring funds to the Cardholder.

## 6. Confidentiality of Information, Account Information, and Security of Transaction Information

6.1 The Merchant will maintain the highest confidentiality of the information about the Cardholder and Transactions and is responsible for securing the information about the Cardholder and the Transaction.

6.2 The Merchant must ensure that its operation and processing and retention of information about the Cardholder and Transaction and the handling of such information are in accordance with the PCI/DSS Standards and any other security requirements of the Payment Card Schemes, regardless of whether the data are handled by the

Merchant itself, or whether this activity is assigned to a third party. WAYFORPAY reserves the right to require the Merchant to confirm that it has passed a QSV review and/or an annual review. The Merchant must ensure that all devices used to record, transmit and/or store cardholder data are certified under the PA-DSS security standard.

6.3 The Merchant is not entitled to require or use the Card Account Number for any purpose other than the payment of applicable Transactions. The Merchant will never be entitled to require the Cardholder to fill in any form specifying data about the Card Account Number, card expiration date, Cardholder signature, or any other Card or Cardholder information if such information was clearly visible upon sending post. The Merchant may never request CAV2/CVC2/CVV2/CID data on any printed form.

6.4 Under no circumstances will the Merchant store sensitive verification data, including full account details (magnetic strip data or similar chip data), CAV2/CVC2/CVV2/CID and PIN/PIN blocks.

6.5 The Merchant will promptly notify WAYFORPAY of any breach of security, suspicion of security breach, or Threat to Account Data. WAYFORPAY is authorized to share this information with Payment Card Schemes and any relevant authorities. In the event of an actual or potential Threat to Account Data, WAYFORPAY and/or Payment Card Schemes are authorized to require a Forensic Analyst of the Payment Certification Standards Committee (PCI SSC) to conduct an independent forensic analysis to assess the cause, extent, intensity, duration and effects of Threats to Account Data or threat of Threat to Account Data. The Merchant will fully cooperate with the PCI SSC forensic analyst for the duration of the forensic analysis and will provide full access to its systems and databases. The Merchant will provide a copy of the report of the PCI SSC Forensic Analyst to WAYFORPAY and Payment Card Schemes if they have not received them directly. If the finding of the PCI SSC forensic analyst show that the Merchant did not comply with the PCI SSC standards at the time of the security breach or account threat, and that the security breach or account threat was due to such non-compliance, the Merchant will bear all costs of the investigation and/or any related evaluated damages and reimbursement at the request of WAYFORPAY.

6.6 All third parties providing processing services to the Merchant (Independent Processors), in particular terminal operations, authorization of routing, recording of electronic data, preparation of a clearing file and/or any other handling of Cardholder and/or Transaction data, will be appropriately registered in the Payments Card Scheme. The Merchant verifies that its Independent Processors are certified to comply with PCI/DSS standards. The Merchant will ensure that any contracts with Independent Processors contain provisions corresponding to Article 6.5. The Merchant does not use any Independent Processors without the prior written consent of WAYFORPAY. The Merchant will prevent the disclosure of any information relating to the name of the Cardholder or the Card Account Number to any unauthorized third party.

6.7 The Merchant will provide regular management of devices for PIN entry, including the recording of all inventory and production numbers of all PIN entry devices, and recording the location of each PIN entry device and performing the basic electronic and physical identification and authentication of the device.

6.8 The Merchant will only use professionals with certification in the payment card industries for qualified integrators as well as retailers (QIRs) from companies specified in the list of companies having QIR, kept by the Security Standards Committee in the payment card industry.

6.9 The Merchant is not entitled to inform any third party about the subject or content of the Contract with the Merchant.

6.10 The Merchant will always follow the WAYFORPAY security instructions and security guidelines in any form in relation to the performance of the Contract with the Merchant and/or otherwise use the services of WAYFORPAY, including the WAYFORPAY Internet Portal. The Merchant is responsible for any breach of security due to non-compliance with any safety instructions, measures or guidelines.

## 7. Record Keeping

7.1 The Merchant retains the original readable copies of all Transaction Confirmations, Electronic Data Records, and/or Refund Confirmation for all Transactions entered with WAYFORPAY and any subsequent refund under the Contract with the Merchant for a period of five (5) years.

7.2 The Merchant requires the following information from the Cardholder for Card-free Transactions:

- (a) Card Account Number,
- (b) the expiry date of the Card,
- (c) CVC2/CVV2 code,
- (d) the name and initials of the Cardholder,
- (e) possibly the address of the Cardholder for sending statements,
- (f) possibly the delivery address, if different from the address of the Cardholder for sending statements, and
- (g) other information about which WAYFORPAY may occasionally notify the Merchant in writing.

7.3 The Merchant shall maintain the records of all information other than those referred to in Article 7.2 (c).

## 8. Obligation to Provide Information and Access to WAYFORPAY

8.1 The Merchant will always inform WAYFORPAY in writing about the following:

(a) an actual or alleged security breach or Threat to Account Data in accordance with Article 6.5, (b) any loss, theft, misappropriation, or actual or supposed unauthorized access to the Merchant's terminals or other systems used for entering requirements for authorizations and Transactions in WAYFORPAY, (c) substantial changes in the Merchant's business, (d) any changes to the persons authorized to sign for the Merchant, (e) any changes in the person of the actual owner and/or ownership structure of the Merchant, or (f) any circumstances that may prevent the Merchant from complying with the terms of the Contract with the Merchant.

8.2 At the request of WAYFORPAY, the Merchant will immediately acknowledge in writing that any of the events specified in Article 8.1 have occurred.

8.3 WAYFORPAY may occasionally require the Merchant to submit a copy of a Transaction Confirmation and/or any other documentation or data, such as Customer Orders, Electronic Data Records and/or Refund Confirmation in relation to the Transaction or Transactions entered by WAYFORPAY and/or any subsequent reimbursement of funds. These copies will be submitted by the Merchant to WAYFORPAY within ten (10) Banking days after WAYFORPAY asks for them.

8.4 The Merchant will promptly provide any other information and/or documentation that WAYFORPAY will reasonably request, including requests for information from a due diligence review of any customer and/or information on the financial situation of the Merchant, including copies of its financial statements.

8.5 At the request of WAYFORPAY, the Payment Card Scheme and/or any authority corresponding to WAYFORPAY, the Merchant will grant certification authorities and/or investigators access to its devices and systems for accepting Cards.

8.6 At any time and without prior notice, unless such notification is required by law, the Merchant will provide WAYFORPAY, Payment Card Schemes and/or any authority corresponding to WAYFORPAY, with access to its premises, including the Merchant's Point of Sale, to check that the Merchant is complying with the terms of the Contract with the Merchant.

## 9. Authorization of the Merchant to Use Trademarks of Payment Card Schemes and the Trademarks of WAYFORPAY.

9.1 Unless otherwise agreed with WAYFORPAY and subject to Article 9.2, the Merchant undertakes to permanently place and display in a publicly visible place and/or in the electronic presentation of goods (electronic commerce), a billboard, electronic banner or other material approved by WAYFORPAY and is entitled use names or designs approved exclusively by WAYFORPAY, which will communicate which Cards are accepted for payments and which is visible at least as clearly as other billboards or other materials of other Payment Card Schemes. The Merchant will not use any WAYFORPAY material or any other Bank Card Scheme without the consent of WAYFORPAY.

9.2 The Merchant is not obliged to display billboards, banners, or other materials unless it sells goods or services to the general public, or if this practice is strictly prohibited by applicable laws or regulations.

9.3 WAYFORPAY, to the extent that it authorizes the use of any trademark for services or logos of Payment Card Schemes and/or the Trademarks of WAYFORPAY, declares and guarantees to the Merchant that it is a registered user of the trademark or logo for the Payment Card Scheme services and that it is the owner of the WAYFORPAY Trademark. WAYFORPAY, to the extent that it authorizes the use of any trademarks or logos for Payment Card Scheme services and/or the WAYFORPAY Trademark, obliges the Merchant to indemnify and protect in relation to trademarks or service logos in accordance with the terms of the Contract with the Merchant and the Payment Card Schemes Standards.

9.4 WAYFORPAY and/or Payment Card Schemes are, at any time and at their sole discretion, authorized to notify the Merchant that they require the termination of any use or display of any Payment Card Schemes Trademarks, the WAYFORPAY Trademark and/or any use or other significant links to any Payment Card Schemes. After receiving this notification, the Merchant will immediately cease to use these labels.

9.5 No provision of the Contract with the Merchant grants the Merchant any ownership of any intellectual property belonging to WAYFORPAY or the Payment Card Schemes. The exclusive right of the Merchant to use any intellectual property belonging to WAYFORPAY or the Payment Card Scheme will be in accordance with the provisions of this Article 9.

## IV. TRANSACTIONS AND ENTERING

### 10. Authorization of Transactions

10.1 Subject to Article 10.4, the Merchant shall request authorization from WAYFORPAY for each Transaction above the Limit of the Merchant. The Limit of the Merchant is the maximum value of one Transaction that the Merchant is authorized to execute without prior authorization from WAYFORPAY and represents the amount specified in the Contract with the Merchant or an amount otherwise occasionally communicated by the Merchant to WAYFORPAY. If the Contract with the Merchant does not specify any Merchant Limit, this limit is equal to zero and the Merchant will request authorization from WAYFORPAY for all Transactions. The Merchant ensures that each authorization request is identified by the correct Merchant Category Code (MCC).

10.2 WAYFORPAY maintains an authorization system that can be accessed through a direct electronic communications link. The Merchant is authorized to establish an online authorization link between its sales system or terminal and the WAYFORPAY system. Unless otherwise agreed, the Merchant will use an online link to authorize Transactions. The Merchant is required to ensure that the device it uses to connect with the WAYFORPAY authorization system meets the Payment Card Scheme Standards and the

Contract with the Merchant and has been installed in accordance with these standards and the Contract with the Merchant.

10.3 WAYFORPAY operates an authorization center, which is available 24 hours a day to receive manually entered authorization and notification requests. WAYFORPAY is also authorized to verify other manual authorization centers anywhere in the world for this purpose. An authorization to accept a Cardholder Card Transaction can be requested by contacting an authorization center verified by WAYFORPAY. If the authorization code is provided to WAYFORPAY by telephone or its authorized authorization center, the authorization code must be recorded at the time of issuing the Transaction Confirmation.

10.4 In the event of force majeure preventing the Merchant from communicating with the WAYFORPAY Authorization System and its verified authorization center, the Merchant is authorized to enter an unauthorized Transaction into WAYFORPAY. The Merchant acknowledges that such Transactions may be at a higher risk of being the subject of a Claimed Transaction since they may be later rejected by the Cardholder. For the avoidance of any doubt, it is stated that the Merchant is responsible for all Claimed Transactions and related costs in accordance with Article 14.

10.5 Providing authorization prior to processing a Transaction does not constitute acceptance or confirmation of the validity of this Transaction. In particular, the Transaction may be the subject of a Claimed Transaction at a later date in accordance with Payment Card Scheme Standards. WAYFORPAY is further authorized to determine that the Transaction is an unauthorized transaction, regardless of the conducted authorization. The Merchant also acknowledges that the Cardholder is entitled to reject later any non-verified Transactions, unconfirmed PIN codes, signatures, or 3D Secure Security Methods.

10.6 If WAYFORPAY deems it appropriate, it reserves the right to restrict or prohibit the acceptance of Transactions, Cards or currencies. Here are some of the circumstances in which WAYFORPAY is authorized to exercise this right:

- (a) if there are foreign or similar local laws or regulations that prohibit the export of Transactions or Transaction data abroad,
- (b) If WAYFORPAY or the Merchant has reason to believe that the Cardholder, Card or Card Account Number has been or potentially may be the subject of fraud or improper access in the purchase of goods or services or resulting from their use, it will not be possible to credit the payment from the Cardholder,
- (c) Excessive activity,
- (d) if WAYFORPAY is aware of or suspects that a Transaction is an unauthorized transaction,
- (e) if legislation or the Payment Card Schemes requires it from WAYFORPAY, or
- (f) if WAYFORPAY is aware of or suspects that the Merchant's procedure is not in accordance with the Contract with the Merchant and/or Payment Card Scheme Standards.

## 11. Transaction Confirmation

11.1. The Terminal of the Merchant generates an Electronic Confirmation of the transaction for each Transaction, including Refunds. A copy of the Transaction Confirmation must be provided to the Cardholder unless he or she refuses to accept it or it is a QPS or Contact-free Transaction with a value that is the same as the CVM Limit or lower.

11.2. Each Transaction Confirmation has to contain at least the following:

- (a) business name of the Merchant, business address, city and state/country,

- (b) the type of Transaction Confirmation,
- (c) the Card Account Number, but only the last four (4) digits of this number are displayed. All prior digits must be replaced with "X," "\*" or "#" characters, which are neither spaces nor numerical characters,
- (d) the amount of the Transaction (or credit) in the currency of the Transaction,
- (e) the date of the Transaction (or credit processing date),
- (f) the authorization code, except credit confirmations,
- (g) in the case of a Card Transaction, an electronic record of the magnetic strip, chip or Cardholder data entered by a combination of keys,

11.3 The Merchant grants WAYFORPAY the authorization to provide a Transaction Confirmation and any data or other information relating to a Transaction Confirmation to any WAYFORPAY Representative, Payment Card Schemes, or any other person if it is reasonably necessary if for the purposes of fulfilling the obligations of WAYFORPAY according to the Contract with the Merchant or obligations of WAYFORPAY as a participant in the payment card scheme.

11.4 For each executed e-commerce Transaction, the Cardholder must display a page with a proof of purchase that can be printed after the purchase has been confirmed. A copy of the Transaction Confirmation is sent to the Cardholder by e-mail or other electronic means at the request of the Cardholder.

## 12. Entering Transactions

12.1 The Merchant is not authorized to enter the same Transaction more than once, unless it is in accordance with Article 12.5.

12.2 The Merchant will not enter any Unauthorized Transactions.

12.3 Each entry must include the information to be included in the Transaction Confirmation, as well as the Merchant's MCC and the Merchant Account Number, unless WAYFORPAY agrees in writing that some of the data may not be listed in the entry.

12.4 The entry will always be performed in accordance with the requirements of the Payment Card Schemes.

12.5 If the entry does not meet the requirements of the Payment Card Schemes or the Transaction Data included in the entry is insufficient to enable the Cardholder to keep an account of his/her Transactions or if a problem is encountered in the electronic system of the Merchant for recording electronic payments, WAYFORPAY will make reasonable efforts to inform the Merchant of this fact as soon as possible. In this case, the Merchant is entitled to repeat the Transaction entry or, if applicable, the Transaction itself within seven (7) days of the original entry. If the Merchant repeats the Transaction entry or, if applicable, the Transaction itself seven (7) days from the original entry, it will be liable for all Claimed Transactions as a result of the entry.

## 13. Payment Service for Payments

13.1 The transaction confirmation will contain the following additional information regarding payment on installment:

- (a) a communication that the payment has been made on installments,
- (b) the number of installments and
- (c) a communication that the Cardholder should contact his/her bank for more information.

## 14. Claimed Transaction and Excessive Activity

14.1 The claimed transaction will be dealt with in accordance with each of the Payment Card Scheme Standards. The right of the Merchant to challenge a Claimed Transaction is subject to the dispute settlement rules of the applicable Payment Card Scheme.

14.2 All Claimed Transactions are the responsibility of the Merchant, which will pay WAYFORPAY the amounts of all Claimed Transactions at its request.

14.3 In the event the WAYFORPAY Payment Card Schemes will be penalized as a result of the Merchant's Excessive Activity, the Merchant will be charged for all such fines, costs, or fees upon request.

## V SETTLEMENT, FEES AND PAYMENT

### 15. Settlement of Valid Transactions

15.1 Subject to the Merchant complying with the terms of the Contract with the Merchant, WAYFORPAY, under the terms of the Contract with the Merchant, will settle directly with the Merchant all the applicable Transactions entered into by the Merchant.

15.2 Subject to the other terms of the Contract with the Merchant, including WAYFORPAY's right to deny the settlement according to Article 20, on the Settlement Date WAYFORPAY will pay the Merchant all unsettled Purchase Transactions entered into by the Merchant.

15.3 WAYFORPAY will credit the settlement payments to a bank account on behalf of the Merchant. The default bank account of the Merchant for settlements will match the account specified in the Point of Sale Specification. If the Merchant wishes to change the account for settlement, he/she is required to notify WAYFORPAY by sending a signed form on account change along with a bank confirmation that will irrevocably allow payment to the settlement account given in the account change form. WAYFORPAY is entitled to refuse to change a settlement account if it believes that it may expose itself or any of its providers to an additional risk.

15.4 WAYFORPAY is authorized to accept payment from Payment Card Schemes in relation to all Transactions that have been entered in it. The Merchant acknowledges that no direct claim will be made to the Payment Card Schemes with respect to the Transactions entered into WAYFORPAY.

15.5 The Merchant is entitled to pay Settlement Values in relation to the applicable Transactions to a designated bank account from the date when WAYFORPAY is required to pay the settlement in respect of these Transactions in accordance with the terms of the Contract with the Merchant. The Merchant is not entitled to interest on any funds related to any Transactions held by WAYFORPAY until WAYFORPAY becomes liable in respect of such Transactions to pay the settlement to the Merchant's designated account.

15.6 WAYFORPAY will issue a report related to the payment of the settlement or settlement notification and will make this report or notification available to the Merchant. The settlement report or notification will include information on the amount paid and specify the Transactions included in the Settlement, as well as any Fees and other deductions, adjustments and charging.

15.7 Acceptance and/or settlement of Transactions by WAYFORPAY and/or WAYFORPAY including the Transaction in a settlement report or notification or other communication that the Transactions are to be settled is not and will not be considered binding for WAYFORPAY in respect of the validity of such Transactions. WAYFORPAY reserves the right to reject any Transaction at any time if it learns or will suspect that this is an unauthorized transaction.

### 16. Unauthorized Transaction

16.1 For the avoidance of any doubt, WAYFORPAY is not required to settle or pay the Merchant any payment in relation to any Unauthorized Transactions, and the Merchant is not entitled to any payment in respect of any Unauthorized Transactions.

16.2 If WAYFORPAY has settled any Transaction that it subsequently learns or will reasonably believe to constitute an Unauthorized Transaction, it is entitled to obtain immediate reimbursement from the Merchant for the settlement of the Transaction, and notwithstanding any of its other rights or remedies, WAYFORPAY is entitled to deduct the Settlement Value of the Transaction from any future Settlement with the Merchant.

16.3 Notwithstanding the aforementioned, the Merchant is liable to pay to WAYFORPAY all Fees related to Unauthorized Transactions as if it were a valid Transaction, as well as any other amount to which WAYFORPAY may be entitled to under the terms of the Contract with the Merchant.

16.4 For the avoidance of doubt, it is stipulated that the provisions of Articles 16.1 to 16.3 apply regardless of whether WAYFORPAY has or may return any funds relating to Transactions to Payment Card Schemes, the Card Issuer or the Cardholder.

## 17. Minimum Settlement Amount

17.1 WAYFORPAY reserves the right to set a Minimum Settlement Amount. If the Settlement Value is less than the Minimum Settlement Amount, the payment will be shifted to the next Settlement Day when the accumulated settlement reaches the Minimum Settlement Amount.

17.2 If the Settlement Value of a valid Settlement Transaction Value is less than the Minimum Settlement Amount, the Settlement of the Transactions will be postponed to the next Scheduled Settlement Date for which the Settlement Value of the Transactions to be settled is equal to or greater than the Minimum Settlement Amount.

## 18. Fees and Other Amounts Payable by the Merchant

18.1 The Merchant will pay Fees to WAYFORPAY. Fees between Banks, Fees for Payment Card Schemes, and Transaction fees charged for a Transaction will be payable at the time of entering the Transaction. Transaction processing fees are payable at the time the authorization is requested in relation to the Transaction. The settlement fee is payable at the moment of paying the settlement. Fees for claimed transactions are payable at the time of the Claimed Transaction. All other Transaction Fees and other fees are payable at the moment of WAYFORPAY's provision of the service or when WAYFORPAY is entitled to another payment entitlement in accordance with the terms of the Contract with the Merchant.

18.2 The Merchant will pay WAYFORPAY upon request of any other amount payable by the Merchant to WAYFORPAY according to the Contract with the Merchant or as a result of Merchant's breach of the Contract with the Merchant, including any refunds, Claimed Transactions, payment of exchange costs, payment of any fine, appropriate payments, compensation for damages, and indemnification.

18.3 The Merchant bears full responsibility for all costs associated with compliance and performance of its obligations under the Contract with the Merchant, including the costs of any Independent Processor providing service to the Merchant. If WAYFORPAY pays any costs of any Independent Processor providing the service to the Merchant, the Merchant will compensate these costs on request to WAYFORPAY.

18.4 Under normal circumstances, WAYFORPAY, in accordance with Article 19, will deduct all Fees and other amounts from settlement payments to be paid by the Merchant according to the Contract with the Merchant. However, WAYFORPAY reserves the right to require the Merchant to directly pay all Fees and other amounts the Merchant owes to WAYFORPAY and the Merchant is not entitled to set off or retain any

Fee or other amount to be paid to WAYFORPAY against any payment of settlements or other amounts to be paid by WAYFORPAY to the Merchant. WAYFORPAY reserves the right to collect any fees or other amounts owed by the Merchant in the form of direct debit. For the avoidance of any doubt, the claims of WAYFORPAY against the Merchant relating to Fees and other amounts to be paid by the Merchant are not limited to the amounts that may be obtained from the payment of settlements, any provisions or otherwise according to Article 19, and the Merchant will continue to be liable for all other amounts to be paid in relation to the Contract with the Merchant.

## 19. Deductions, Adjustments and Reserves for Risks

19.1 WAYFORPAY will deduct From the Transaction Values in the case of a valid purchasing Transaction to be settled or, in the event of an adjustment in favor of the Merchant, WAYFORPAY will deduct the following amounts to the extent that they have not yet been paid by the Merchant to WAYFORPAY or, WAYFORPAY to the Merchant:

- (a) Fees,
- (b) any amounts resulting from Claimed Transactions,
- (c) any Refund,
- (d) any other charges or deductions that WAYFORPAY is entitled to charge under the Contract with the Merchant,
- (e) any other amount that the Merchant owes to WAYFORPAY under the Merchant with the Contract or as a result of the Merchant's breach of the Contract with the Merchant, including as the result of actual or potential Unauthorized Transactions, the cost of currency conversion, payment of remuneration for an Independent Processor and/or the payment of any fines, allocated payments, damages and indemnities,
- (f) any taxes or official charges, including any value added tax, deducted from any amounts due under the Contract with the Merchant by WAYFORPAY to the Merchant, which WAYFORPAY will charge to the Merchant and reimburse to the competent authority; and
- (g) corrections in the event of an incorrect settlement.

19.2 All deductions and adjustments made pursuant to this Article 19 must be documented in writing to WAYFORPAY. It is considered that any amounts deducted from, or added to, the Transaction Value pursuant to this Article 19 have been settled on the date of execution of the deduction or adjustment.

19.3 Notwithstanding the provisions of Article 19.1, WAYFORPAY is authorized, by written notice, to set off any amounts owed to the Merchant under the Contract with the Merchant or for any other reason against any amounts owed by the Merchant to WAYFORPAY under the Contract with the Merchant or any other contract or in relation to it.

19.4 WAYFORPAY reserves the right to initiate cooperation with the Merchant and, in the course of its ongoing risk management and risk assessment, require the Merchant to provide additional financial guarantees or collateral that WAYFORPAY considers appropriate in the given case. If WAYFORPAY requests additional financial guarantees or collateral after the conclusion of the Contract with the Merchant, this request will be considered an addendum to the Contract with the Merchant according to Article IX Changes. If the Merchant fails to complete, upon WAYFORPAY's request, additional financial guarantees or collateral according to the Contract with the Merchant, Article 31, it shall be deemed to have accepted the addendum.

## 20. The Right of WAYFORPAY to Withhold Payment

20.1 WAYFORPAY is entitled to withhold any unsettled and/or future settlement and/or payment from any reserve designated for the Merchant if any of the following circumstances arise:

- (a) in the case of any Transactions that WAYFORPAY considers to be invalid, WAYFORPAY is authorized to withhold payment until it is satisfied that it is a valid Transaction,
- (b) if WAYFORPAY or any other entitled person has requested information from the Merchant according to the Contract with the Merchant, WAYFORPAY is authorized to withhold payment until such information is provided to its satisfaction,
- (c) if the Merchant breaches the Contract with the Merchant and/or Payment Card Scheme Standards, WAYFORPAY is authorized to withhold payment until the breach has been remedied and the Merchant pays all liabilities arising from the breach,
- (d) If the Merchant suspects that the Merchant has committed fraud or any breach of the Contract with the Merchant and/or Payment Card Scheme Standards, WAYFORPAY is authorized to withhold payment until it has completed the investigation and is satisfied that the Merchant has not committed fraud or a breach of the Contract with the Merchant and/or Payment Card Scheme Standards,
- (e) in the event that through a Claimed Transaction, Refunds and/or other activity by the Merchant, WAYFORPAY could, at its sole discretion, be exposed to credit risk, WAYFORPAY entitled to withhold payment until it finishes the investigation and does not believe that it is not threatened by credit risk,
- (f) if WAYFORPAY reasonably considers that the amounts to be received in relation with Transactions in the next few weeks do not cover the Merchant's debts in that period, in particular any Fees and any Claimed Transaction or Refund, it is entitled to withhold payment until it ascertains that the amounts it will receive in relation to the Transactions in the next few weeks will sufficiently cover the Merchant's debts in the given period,
- (g) if the Merchant is faced with financial difficulties that, in WAYFORPAY's opinion, acting at its sole discretion, could cause a loss to WAYFORPAY, WAYFORPAY is authorized to withhold payment until the Merchant's financial difficulties have been resolved,
- (h) if stated in the instructions or requirements of any Payment Card Scheme, WAYFORPAY is authorized to withhold payment for the duration of the requested instruction or requirement of the Payment Card Scheme, or
- (i) if WAYFORPAY is not or reasonably believes that it is not legally authorized to pay the Merchant's payment, it is entitled to withhold payment until it considers that it is entitled to pay the payment.

20.2 To the extent permitted by law, WAYFORPAY will inform the Merchant about any arrears and the reason for their retention. WAYFORPAY reserves the right to alter or apply other grounds for withholding payment if it obtains new information that would independently give it the right to withhold payment according to Article 20.1.

20.3 Once circumstances warrant that WAYFORPAY withhold payment, it will make a payment settlement at the nearest Scheduled Settlement Date if there are no circumstances at the time that would justify it to withhold payment.

## VI PERSONAL DATA PROTECTION

### 21. Personal Data Protection

21.1 The consent to the processing of personal data determines the conditions under which personal data relating to Cardholders and/or Transactions are processed, as well as the rights and obligations of WAYFORPAY and the Merchant. Notwithstanding the consent to the processing of personal data or any other specific provisions of the Contract with the Merchant regarding the handling of personal data or the security of personal data, the Merchant shall always comply with all applicable laws and rules on the protection of personal data, in relation to information about the Cardholder or Transaction.

21.2 WAYFORPAY is the sole owner of any personal data and information contained in its system and/or originated in a Magnetic Strip/Microchip Card. However, the aforementioned data may only be used directly or indirectly for the purposes of the Contract with the Merchant.

21.3 Under no circumstances is WAYFORPAY entitled to provide the Merchant with any information about the Cardholder.

21.4 To the extent permitted by law, WAYFORPAY is authorized to perform audits, monitoring and/or oversight of the Merchant and its Point of Sale, whether remotely or on site, to conduct an audit and to monitor whether the Merchant is complying with the terms of the Contract with the Merchant.

21.5 Under certain circumstances, including when WAYFORPAY terminates the Contract with the Merchant, WAYFORPAY may be required to report information about the Merchant to Payment Card Schemes. WAYFORPAY is also entitled to provide information about individual Transactions and/or the Merchant's total turnover, regardless of whether the information relates to specific Cards, or aggregated information, to Payments Card Schemes and any relevant authorities. The Merchant agrees that WAYFORPAY will provide such reports, and in no case does it make any claim against WAYFORPAY.

## VII LIABILITY

### 22. Promise of Compensation by the Merchant

22.1 The Merchant undertakes to indemnify and defend WAYFORPAY in relation to any loss, claim, indemnity, harm, liability, fine, penalty or expense (including reasonable legal expenses) incurred by WAYFORPAY as a result of any action or conduct in connection with the Merchant, its agents or representatives (or employees of any of these persons), negligently committed, intentionally, illegally or unlawfully, in relation to the Contract with the Merchant or as a result of a breach of the Contract with the Merchant, including any fines or charges due to not adhering to the Payment Card Schemes or other regulations. This compensation applies in addition to the rights under the law, to which WAYFORPAY may be entitled for breach of contract by the Merchant, in particular, besides the right to damage compensation, and not to restrict such rights.

22.2 The Merchant agrees that WAYFORPAY will be entitled, at its sole discretion, to accept, dispute, contest or otherwise handle any claim, reputed claim, loss, or liability incurred against WAYFORPAY, and WAYFORPAY will not be liable to the Merchant in this respect.

### 23. Limitation of Liability for WAYFORPAY

23.1 Subject to Article 23.3, WAYFORPAY is under no circumstances liable to the Merchant for any/no:

- (a) lost profits,
- (b) loss of sales or business,

- (c) loss of contracts or agreements,
- (d) loss of expected savings,
- (e) the loss or damage of reputation or
- (f) indirect or consequential loss.

23.2 Subject to the provisions of Article 23.3, and with the exception of WAYFORPAY's obligation to pay the Settlement Value of Valid Transactions at the time of their maturity, WAYFORPAY's total liability for any losses, claims or damages arising from any breach of the Contract with the Merchant is limited to the amount of Fees received by WAYFORPAY from the Merchant during the twelve (12) months preceding the breach.

23.3 Nothing in Articles 23.1 or 23.2 limits liability, which cannot be limited by law.

## VIII DURATION AND TERMINATION OF THE CONTRACT

### 24. Duration of the Contracts with the Merchant

24.1 Unless otherwise stated in the Service Contract, the Contract with the Merchant remains in effect until WAYFORPAY or the Merchant terminates it in accordance with its terms until it is replaced by a new Contract with the Merchant between WAYFORPAY and the Merchant or until it will not be considered invalid.

### 25. Termination by the Merchant

25.1 The Merchant may at any time, without giving a reason for the termination of the Contract with the Merchant, submit to WAYFORPAY a notice at least one (1) month in advance.

25.2 Besides the Merchant's right to terminate the Contract with the Merchant with immediate effect by written notice in accordance with Articles 51.4 and 31, the Merchant is entitled to terminate the Contract with the Merchant with immediate effect by submitting a written statement to WAYFORPAY if one or more of the following circumstances arises:

- (a) WAYFORPAY will not pay any amount due to the Merchant according to the Contract with the Merchant on the due date and will not even remedy that breach within fourteen (14) days even from the date on which the Merchant requested payment from WAYFORPAY,
- (b) WAYFORPAY breaches any other terms of the Contract with the Merchant and, if this breach is remedied, fails to remedy the breach within 14 days in the event of a material breach and thirty (30) days in the case of a minor breach from the date on which the Merchant warns WAYFORPAY of this breach,
- (c) WAYFORPAY refuses to comply with any terms of the Contract with the Merchant or
- (d) in relation to WAYFORPAY, any of the events specified below will occur, but if contrary to applicable law in the circumstances, the right of termination shall not arise:
  - (i) WAYFORPAY terminates its business,
  - (ii) the cancellation of the WAYFORPAY company is ordered or decided,
  - (iii) WAYFORPAY is conducting a settlement or other arrangements with its creditors, or seeks such settlement or other arrangement,
  - (iv) WAYFORPAY is unable to meet its monetary obligations or makes a petition for a moratorium on the settlement of its debts, or such a moratorium is declared, or

- (v) An insolvency trustee, a bankruptcy trustee, a trustee or an asset manager are appointed in relation to WAYFORPAY or its assets.

## 26. Termination by WAYFORPAY

26.1 WAYFORPAY may at any time, without giving a reason for the termination of the Contract with the Merchant, submit to the Merchant a notice at least two (2) months in advance.

26.2 WAYFORPAY is entitled to terminate the Contract with the Merchant with immediate effect by submitting a written notice to the Merchant if one or more of the following circumstances arises:

- (a) WAYFORPAY is required to terminate the Contract with the Merchant by law, the Payment Card Scheme, the Payment Card Scheme Standards, or any regulatory or other authority corresponding to WAYFORPAY,
- (b) the further provision of services by WAYFORPAY to the Merchant would be unlawful,
- (c) The Merchant has provided WAYFORPAY with incorrect, incomplete or misleading information in relation to the request to close, in relation with the conclusion and/or the performance of the Contract with the Merchant or WAYFORPAY reasonably believes that such an event has occurred,
- (d) The Merchant breaches the Payment Card Scheme Standards, WAYFORPAY Anti-Money Laundering (AML) Policy and/or applicable legal or administrative regulations, or WAYFORPAY reasonably believes that such an event has occurred,
- (e) The Merchant has entered an Unauthorized Transaction into WAYFORPAY, or WAYFORPAY reasonably believes that such an event has occurred,
- (f) there has been a material change in the nature of the business of the Merchant,
- (g) the Merchant sells all or a substantial part of its assets,
- (h) the Merchant merges with another entity and/or control of the Merchant changes,
- (i) WAYFORPAY reasonably believes that a certain act or omission on the part of the Merchant is detrimental to its brand, trademark, image, reputation or goodwill; brand, trademark, image, reputation, or goodwill of the Payment Card Scheme, or otherwise cause damage to or loss of reputation to the Payment Card Scheme payment system.
- (j) any other event or series of events, whether or not related to each other (in particular non-standard sales with use of cards, excessive activity, evidence of fraudulent transactions or unauthorized transactions), any material adverse change in business assets or the financial situation of the Merchant) which, in the opinion of WAYFORPAY as part of its risk policy, may affect the Merchant's ability to perform all its obligations under the Contract with the Merchant,
- (k) The Merchant will not pay any amount payable to WAYFORPAY under the Contract with the Merchant on the due date and shall not rectify the breach within fourteen (14) days of WAYFORPAY's request for payment,
- (l) The Merchant violates any other terms of the Contract with the Merchant and, if this breach is remedied, fails to remedy the breach within fourteen (14) days in the event of a material breach and thirty (30) days in the case of a minor breach from the date when the WAYFORPAY warned the Merchant of this breach,
- (m) The Merchant refuses to comply with any terms of the Contract with the Merchant or

- (n) any of the following events occur in relation to the Merchant, but if this would be contrary to applicable law in the circumstances, the right of termination shall not arise in the case of:
  - (i) The Merchant terminating its business,
  - (ii) the cancellation of the Merchant is ordered or decided,
  - (iii) the Merchant is conducting a settlement or other arrangements with its creditors, or seeks such settlement or other arrangement,
  - (iv) the Merchant is unable to meet its monetary obligations or makes a petition for a moratorium on the settlement of its debts, or such a moratorium is declared, or
  - (v) An insolvency trustee, a bankruptcy trustee, a trustee or an asset manager are appointed in relation to Merchant or its assets or
  - (vi) any similar event occurs in any country in relation to the Merchant.

## 27. Partial Termination and Cancellation of the Merchant Account Number

27.1 WAYFORPAY or the Merchant are entitled to terminate the Contract with the Merchant in relation to one or more Payment Card Schemes, provided that the Contract with the Merchant remains valid with respect to the remaining applicable Payment Card Scheme (to other applicable Payment Card Schemes). A partial termination pursuant to this Article 27 will be performed in accordance with the provisions of Article 25, 26.

27.2 If the Contract with the Merchant relates to more than one Merchant Account Number, WAYFORPAY is entitled to cancel the Merchant Account Number that has not been active for more than three (3) consecutive calendar months, provided that the Merchant has been notified of this fact in writing at least two (2) months in advance. The Merchant is entitled to request a renewal of the Merchant Account Number if less than six (6) calendar months have elapsed since its last activity on the Merchant Account Number. If WAYFORPAY does not receive a request to renew the Merchant Account Number within six (6) calendar months of the last Merchant Activity on that Merchant Account Number, this Merchant Account Number will expire.

## 28. Consequences of Termination

28.1 Upon termination of the Contract with the Merchant for any reason, the Merchant will immediately stop entering Transactions in WAYFORPAY and cease to use the Payment Card Scheme Trademarks and any intellectual property of WAYFORPAY and, except as provided in this Article 28, waive WAYFORPAY's obligations according to the Contract with the Merchant.

28.2 Termination of the Contract with the Merchant for any reason will not affect any obligations arising at the time of the event occurring at or before or in the event of termination, to obligations arising out of or in connection with such an event. Notwithstanding WAYFORPAY's right to deny settlement or any other rights under the Contract with the Merchant, the applicable Transactions entered into before the termination of the Contract with the Merchant will be settled to the closest applicable Settlement Date after the termination of the Contract.

28.3 Upon the termination of the Contract with the Merchant, the provisions of Articles 6, 7, 14-20, 22, 23, 38 and 39 of these Terms and Conditions and any other provisions of the Contract with the Merchant will expressly or implicitly remain valid also after Contract's termination.

## IX CHANGES

## 29. WAYFORPAY's Right to Change the Contract with the Merchant

29.1 WAYFORPAY is entitled to continuously change the terms of the Contract with the Merchant, including the List of Rates, AML Rules, the Claims Procedure and these Business Terms and Conditions, including all other documents that govern the Contract with the Merchant.

29.2 Subject to Article 30, changes to the Contract with the Merchant will become effective on the date determined by WAYFORPAY and will apply to the relationship between WAYFORPAY and the Merchant from that date inclusive. If the Merchant does not terminate the Contract with the Merchant in accordance with Article 31, it shall be deemed to have accepted these changes.

29.3 WAYFORPAY is authorized at any time and for any reason to change the Merchant's Lower Limit and set different Low Limits for the Merchant for single Payment Card Schemes.

## 30. Notification of Changes

30.1 Subject to the provisions of Articles 30.2 to 30.4, WAYFORPAY will inform the Merchant at least one (1) month prior to the expected date of entry into effect of the changes to the Contract with the Merchant, and shall provide a copy of the changed part of the Contract with the Merchant or inform about the relevant changes.

30.2 If required by law, the Payment Card Scheme or regulatory or other authority to which WAYFORPAY is subject, the company is, to the extent permitted by law, entitled to amend any of the provisions of the Contract with the Merchant and report such changes in advance within a shorter time limit than specified in Article 30.1. WAYFORPAY will notify the Merchant as soon as possible about these changes.

30.3 WAYFORPAY is authorized to change any interest or exchange rates at any time and without prior notice if changes in these rates are based on a change in the reference or exchange rate.

30.4 WAYFORPAY is authorized at any time to change the Merchant's Limit without informing the Merchant in advance.

## 31. The Merchant's Right to Terminate the Contract

31.1 If the Merchant does not agree to any change in the Contract with the Merchant, it is entitled to terminate the Contract with the Merchant immediately with a written notice.

31.2 Pursuant to Article 31.1 a termination notice must be submitted to WAYFORPAY by the Merchant no later than the day before the expected date of effect of the applicable change in the event that WAYFORPAY informs the Merchant of that change less than one (1) month in advance pursuant to Article 30.2, the Merchant authorized to file a termination notice to WAYFORPAY, pursuant to Article 31.1, within one (1) month from the date WAYFORPAY notified the Merchant of the change.

## X. OTHER PROVISIONS

### 32. Force Majeure

32.1 WAYFORPAY shall not be liable for any loss, damage or expense arising, directly or indirectly, from any failure or delay in performance of any of its obligations under the Contract with the Merchant, which are caused by any circumstances beyond its reasonable control ("Force Majeure"), which, notwithstanding the general meaning of the term and if WAYFORPAY did not fail to act with reasonable care, constitute war or other military action, terrorism, disorder, civil unrest, sabotage, vandalism, accidents,

malfunctions or damage to electronic, telecommunication or other devices, fire, flood, force majeure, strike, strike or other labor law collective disputes (whether or not related to employees of WAYFORPAY), legislative or administrative intervention.

32.2 In the event of Force Majeure, WAYFORPAY is entitled, at its sole discretion, to fulfill the Contract with the Merchant or suspend its performance. If performance is suspended, WAYFORPAY will, as soon as possible, attempt to meet the Merchant without delay (or establish a connection with any other means that will be more appropriate and acceptable to both contracting parties) and discuss the situation in order to find a satisfactory solution. WAYFORPAY will take all reasonable steps in the circumstances to be able to fulfill its obligations under the Contract with the Merchant.

### 33. Complete Arrangement

33.1 The Contract with the Merchant constitutes a complete arrangement between the Merchant and WAYFORPAY in relation to the subject matter of this Contract and any prior agreements with similar effect shall expire immediately upon the date of entry into force of the Contract with the Merchant except for the rights and obligations arising from such contracts.

33.2 For the avoidance of doubt, if an existing Merchant signs a new Contract with the Merchant solely in relation to a particular Point of Sale of the Merchant or in relation to the provision of goods or services to which its current Contract(s) with the Merchant does not apply, WAYFORPAY and the Merchant do not negotiate anything else, such a new Contract with the Merchant valid in addition to its existing Contract with the Merchant and will not result in the expiration of their validity.

### 34. Assignment and Use of Subcontractors and Representatives

34.1 Without the prior written consent of WAYFORPAY, the Merchant is not entitled to assign or transfer any of its rights or obligations under the Contract with the Merchant.

34.2 WAYFORPAY is entitled to assign or transfer its rights under the Contract with the Merchant without the consent of the Merchant.

34.3 WAYFORPAY also reserves the right to perform any of its obligations and commitments under the Contract with the Merchant through representatives and/or subcontractors. Any such representative or subcontractor whose services WAYFORPAY uses will, under all circumstances, act under the auspices of WAYFORPAY and this company will continue to be liable to the Merchant under the contractual relationship with this Merchant.

### 35. Invalidity and Separability

35.1 If any provision of the Contract with the Merchant is declared void, unlawful or unenforceable, such declaration will not affect the validity, legality or enforceability of any other provision. The Contract with the Merchant will then be interpreted as if it had never been included in that agreement and this provision will be replaced by a mutually acceptable text that would best correspond to the meaning of that provision.

### 36. No Waiver of Rights or Changes

36.1 If WAYFORPAY waives its rights as a result of any violation of the Contract with the Merchant, it is not deemed to have waived the rights of any consequential or persistent breach. If WAYFORPAY does not exercise any of its rights under the Contract with the Merchant or is in arrears of their exercising, it will not or will not be deemed to have waived or waived such rights and notwithstanding the foregoing, it is in particular entitled to exercise its right to terminate the Contract with the Merchant at any time

after the arising of such a right, regardless of whether or not the circumstances on the basis of which that right arises occurs at the time of application.

## 37. Delivery of Notifications

37.1 WAYFORPAY is authorized to deliver to the Merchant a notice relating to the Contract with the Merchant as follows:

- (a) by post or personally or by courier to the address of the Merchant's place of business, the place of business referred to in the Specification of the Point of Sale or any other address for delivery of the notice specified in the Contract with the Merchant, in which case the notification is deemed to have been made at the moment of delivery; in the case of postal delivery for domestic shipments, it is considered delivered after two Banking days after sending and for international shipments five Banking days after sending
- (b) by e-mail to the e-mail address given in the Merchant's Application Form or to another e-mail address the Merchant may occasionally determine, in which case the notification shall be deemed to have been made at the moment when WAYFORPAY sends it or
- (c) if the Merchant uses the WAYFORPAY Internet Portal, then through the WAYFORPAY Internet Portal, and in such a case it is deemed to have been made when WAYFORPAY posts on this WAYFORPAY Internet Portal.

37.2 The Merchant is authorized to deliver to WAYFORPAY a notice relating to the Contract with the Merchant as follows:

- (a) by post or personally or by courier to the address for delivery of a notice specified in the Service Contract and, if no such address is specified in the contract, to: WAYFORPAY s.r.o., Holeckova 777/39, Praha 5, in which case it is considered that the notification is made at the moment of delivery or in the case of sending by post in domestic shipments it is considered delivered two Banking days after sending and for international shipments five Banking days after sending, or
- (b) by e-mail to the email address specified in the Service Contract, and if no such email address is specified in the contract, then to [control@wayforpay.com](mailto:control@wayforpay.com), in which case the notice is deemed to have been made at the moment WAYFORPAY receives it.

## XI APPLICABLE LAW AND DISPUTE SETTLEMENT

### 38. Applicable Law

38.1 A Contract with the Merchant and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject or conclusion is governed and construed in accordance with the law of the Czech Republic.

38.2 The Contracting Parties expressly exclude the application of international treaties, in particular the Vienna Convention on the Law of Treaties. In the case of the preparation of this Contract in several language versions, the text in the Czech language is decisive.

### 39. Dispute Resolution

39.1 If the Merchant has reservations about WAYFORPAY's services, it is entitled to file a claim to WAYFORPAY. WAYFORPAY's Claims Procedure and how to file claims can be found in the Claims Procedure, which is published on the WAYFORPAY website.

39.2 In the event of certain disputes concerning the Contract with the Merchant, the Merchant may contact the Czech National Bank, located at Na Příkopě 28, 113 03 Prague 1, or the Financial Arbitrator at Legerova 1581/69, 110 00 Prague 1.

39.3 Notwithstanding the above provisions, any dispute or claim (including non-contractual disputes or claims) arising out of the Contract with or in connection with or subject to or with the Merchant is the sole jurisdiction of the Czech Republic. For such a case, the Contracting Parties shall negotiate in the local jurisdiction of the District Court for Prague 3, provided that the jurisdiction of the District Court and the Municipal Court in Prague are given in a specific case, provided that the regional court has a substantive jurisdiction in a specific case.

## XII. OTHER CONDITIONS

### 40. Publication of Information on Websites

40.1 On any website where the Merchant accepts a Card payment, the following information will be clearly stated:

- (a) the logos of the Payment Card Schemes that will be specified in the original colors and will inform about accepting the cards in a non-discriminatory way,
- (b) a complete description of the goods or services offered for sale by the Merchant on its website,
- (c) the policy of the Merchant on return of goods/money,
- (d) the terms of the offer, if limited,
- (e) the “Click to Accept” button or any other means of confirmation that the Cardholder agrees with the policy of the Merchant on return of goods/money,
- (f) Merchant’s Customer Service Information, including e-mail address or telephone number,
- (g) the address of the Merchant’s permanent point of sale and the address of its dealer,
- (h) information about the currency of the transaction,
- (i) information on export restrictions and any other legal restrictions (if known);
- (j) the Merchant’s delivery policy,
- (k) the policy of the Merchant in regards to personal data protection of the consumer,
- (l) data about the country in which the Merchant’s shop is located at the moment the Cardholder is offered payment methods,
- (m) Merchant’s security measures and policy for transferring data about the payment card and
- (n) displaying the Merchant’s Terms of Business in the course of entering an order will:
  - (i) be on the same screen where the cashier is displayed and where the total amount of the transaction is shown, or
  - (ii) on any website that the Cardholder has visited prior to reaching the cashier page.

### 41. Security and Encryption

41.1 Merchants who accept Card Payments through the Internet will ensure that the Card Account Number is encrypted during transmission and storage.

41.2 WAYFORPAY reserves the right to refuse certain types of transactions in E-commerce Transactions if the Merchant does not use the 3D Secure Security Protocol. If 3D Secure Security Protocol methods are used, each payment authorization request will contain an authentication value provided by the Issuer of the Holder's card

## 42. Reserve to Cover Losses and Security

42.1 WAYFORPAY is entitled to create a Reserve to Cover Losses to ensure that any Fees and/or any other amounts owed to it by the Merchant in accordance with the Contract with the Merchant or as a result of a breach of the Contract with the Merchant committed by the Merchant or if such due amounts can be reasonably expected.

42.2 If WAYFORPAY creates a Reserve to Cover Losses, it will deduct from the Transaction Value the amount corresponding to the Contribution to the Reserve to cover losses to finance the Reserve to Cover Losses

42.3 The amount corresponding to the Contribution to the Reserve to Cover Losses will be stated in the Merchant's Application Form or WAYFORPAY will communicate it to the Merchant in a different form. If no such amount is stated in the Merchant's Application Form or WAYFORPAY otherwise communicates it to the Merchant, the Contributions to the Reserve for Losses shall be equal to zero. At its sole discretion WAYFORPAY authorized to change the amount of the Contribution to the Reserve to Cover Losses by submitting a notice to the Merchant, including when WAYFORPAY, as a result of the Merchant's conduct, considers that the current amount of the Contribution to the Reserve to Cover Losses and the amount deposited in this reserve may not be sufficient to cover amounts that the Merchant owes WAYFORPAY to cover Excessive Activity, an increase in the Transaction volume beyond the Merchant's estimation, requests and pricing by Payments Card Schedules, or any significant negative deterioration of the Merchant's financial situation.

42.4 If a provision is made to cover a loss or a change in the percentage of the Contribution to the Reserve to Cover Losses, a notice to establish a Reserve to Cover Loses or to change the percentage of the Contribution to the Reserve to Cover Losses will be sent to the Merchant at least one (1) month prior to the first deduction from settlement or before the first deduction after the change in the amount of the Contribution to the Reserve to Cover Losses. If WAYFORPAY notifies the Merchant that it will create a Reserve to Cover Losses or increase the percentage corresponding to the Contribution to the Reserve to Cover Losses, the Merchant is entitled to terminate the Contract with the Merchant in writing prior to the creation of the Reserve to Cover Losses or before the change in the rate of the Contribution to the Reserve for to Cover Losses becomes effective.

42.5 WAYFORPAY is authorized to use any funds in the Reserve to Cover Losses incurred and/or other amounts owed by the Merchant. Any payments made using the Reserve to Cover Losses will be provided by WAYFORPAY in writing.

42.6 The amount corresponding to the Contribution to the Reserve to Cover Losses for all Transactions within one calendar month will be paid to the Merchant, subject to the other terms of the Contract with the Merchant, paid at the latest on the Settlement Date occurring six (6) calendar months from the last day of the calendar month in which Transaction was entered. For example, Contributions to the Reserve to Cover Losses in will be paid to the Merchant at the latest, to the extent that they will not be used to pay Claims, Refunds, Charges, or other amounts that the Merchant owes to WAYFORPAY, and, subject to other terms of the Contract with the Merchant, on the Settlement Date following 30 November. After the termination of the Contract with the Merchant, WAYFORPAY will continue to pay once a month from the Reserve to Cover Losses described in this article.

42.7 The Merchant is entitled to payments from the Reserve to Cover Losses from the date specified in Article 42.6 but subject to WAYFORPAY's right to refuse payment in

accordance with the Contract with the Merchant. WAYFORPAY will provide the Merchant with funds from the Reserve to Cover Losses in the manner that is the fastest and most practical. The Merchant is not entitled to any interest from the Reserve to Cover Losses.

42.8 By concluding the Contract with the Merchant, the Merchant provides WAYFORPAY with ensuring and/or the right to set off any amounts that WAYFORPAY owes to the Merchant and any Merchant's rights to such amounts, plus any amounts for which WAYFORPAY is authorized on occasion by the Merchant in accordance with applicable law or on its behalf, to hold all the debts the Merchant has against WAYFORPAY, regardless of whether they are related to the Contract with the Merchant or otherwise.

42.9 WAYFORPAY's rights regarding the Reserve to Cover Losses and other rights according to Article 19.4 remain in effect even after termination of the Contract with the Merchant.

These Business Terms and Conditions become effective on 1 January 2024 and are effective on that date and are superseded by all previous terms and conditions.