General Terms and Conditions of Trust Pay, a.s.

Effective from **1 November 2020**

TABLE OF CONTENTS

Annex 1 Price List
Annex 2 Return Policy

GENERAL SECTION

Preamble

These General Terms and Conditions (hereinafter referred to as **'GTC'**) are the terms and conditions of TrustPay, a.s., with its registered office at Za Kasárňou 1, 831 03, Bratislava, Company ID: 36 865 800 (hereinafter referred to as **'TrustPay'**), registered in the Commercial Register of the District Court in Bratislava I, Section Sa, Insert: 4919/B, prepared in accordance with Section 273(1) of the Commercial Code, www.trustpay.sk; contact: info@trustpay.eu.

The GTC set out the basic rights and obligations of the contractual relationship between TrustPay and its Clients and are binding for all participants in this contractual relationship from the date of the first expression of the will of the Client or a person interested in TrustPay services leading to a contractual relationship with TrustPay. They also stipulate the basic rights and obligations of the contractual relationship between TrustPay and other persons in accordance with the valid, generally binding legislation of the Slovak Republic and with the Scheme Rules.

These GTC are part of every contractual relationship between TrustPay and the Client and form an integral part of the Agreement between TrustPay and the Client, unless otherwise stated in the Agreement.

SECTION A - BASIC TERMS

1. Definition of Basic Terms

For the purposes of these GTC and the legal relationship between TrustPay and the Client, the following definitions and terms with the following meaning shall be used:

Acceptance of Card Payments - a service provided by TrustPay, enabling the acceptance of Card Transactions through the TrustPay Gateway.

Account Inactivity - a situation, when there has been no financial activity by the Client for six consecutive calendar months on specific Payment account, i.e., no incoming or outgoing payments or no payments received on the Client's Merchant Account within six (6) consecutive calendar months. Claims made by TrustPay, such as fees, offsets of receivables and others, are not considered are not considered as a financial activity for these purposes.

Acquirer - is a financial institution authorised to process card transactions. TrustPay is a licensed Acquirer. If the term Acquirer is used in these GTC, it shall mean TrustPay.

Act - Act of the Slovak Republic No 492/2009 Coll., on payment services and on amendments and supplements to certain acts, as amended.

Agreement - a contractual relationship, the subject of which is the provision of payment services between TrustPay and the Client. The GTC form a general part of the Agreement. The arrangements contained in the specific Agreement shall take precedence over the provisions of these GTC.

AML Rules - rules to ensure protection against legitimisation of proceeds of crime and financing of terrorism, governed by national law, legally binding acts of the European Union, recommendations of international organizations and best practices.

Authentication Data - data used by the Client to log in to various TrustPay Technology systems.

Authorisation - a Card or Payment Transaction verification process:

a) **in the case of Card Transactions** - authorisation is the process of verifying a Card Transaction (approval or rejection) at the level of TrustPay and the Payment Card Issuer. The result of the Transaction verification is the assignment of an authorisation code, not the crediting of funds to the Client's account.

b) **in the case of Payment Transactions** - authorisation is an expression of the payer's consent to perform a Payment Transaction, including verification of access to the Payment Account and special security features.

Authorised Person - a person authorised by the Client's Representative, in the manner required by TrustPay and the relevant security regulations, for various activities related to using the Payment Account or Merchant Account on the basis of the Client Representative's request. The Authorised Person can have different types of access and related permissions. Depending on the type of access, TrustPay is entitled to request, among other information, the identity documents of the Authorised Person.

Bank Account - an account maintained by a Payment Service Provider other than TrustPay.

Business Day - is a day on which TrustPay and other institutions involved in the transfer of funds perform their activities. Business Days are not days of rest (weekends, public and other holidays and days officially declared as days of rest).

Card Associations - supranational companies providing non-cash payment system through Payment Cards, namely MasterCard, VISA and UnionPay.

a) **MasterCard** - refers to MasterCard International, Inc. and Europay International S.A. and related brands, and their legal successors or assignees.

   b) **VISA** - refers to, individually or collectively, as appropriate, VISA USA Inc. and/or VISA INTERNATIONAL Inc. and/or Visa Europe Limited and related brands, and their successors or assignees.
   c) **UnionPay** - refers to UnionPay International, branch China UnionPay, and their successors or assignees.

Card Transaction - any financial transaction carried out using a Payment Card, in particular a payment for goods and services purchased through the TrustPay Gateway.

Cardholder - a natural person or legal entity to whom the Payment Card was issued.

Chargeback - means a complaint about a Card Transaction by the Cardholder in the sense of the definition of the Scheme Rules.

Client - any natural person or legal entity who has a contractual relationship with TrustPay, the subject of which is the provision of payment services.

Client's Representative - a physical individual, Client's statutory body authorised to conclude, change and cancel acts with legal effect and associated with the provision of payment services. The Representative has a right to terminate the Agreement or particular payment services related thereto via the Internet Banking. The Representative is entitled to create and cancel Authorised Persons and to determine their powers.

Commercial Code - Act of the Slovak Republic No 513/1991 Coll. Commercial Code as amended.

Communication Channel - a technical connection between the Client and TrustPay, enabling secure processing of Transactions and Payments. The conditions for the creation and operation of the Communication Channel are specified in the Integration API manual.

Confidential Information - any information, facts and data contained in the contractual terms between TrustPay and the Client or any information, facts and data on matters concerning the Client and TrustPay and their transactions, which the participants became acquainted with within or in connection with the conclusion of the Agreement or fulfilment of individual contractual terms, information on payment transactions and the use of funds through payment instruments and any other information related to the activities of any of the Parties that has a certain value and is thus capable of benefiting or harming TrustPay/the Client or that is marked as confidential by the Party providing it or its confidential nature results from its nature or from circumstances known to the other Party.

Cut-off Time - the time when TrustPay receives or accepts Payment Orders for the relevant Business Day and executes Payments. Payment orders received after the Cut-off Time are deemed to have been received on the following Business Day.

EEA - represents the European Economic Area. The following countries belong to the EEA: Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Romania, Slovakia, Slovenia, Sweden, United Kingdom.

EEA Transaction - a Card Transaction that meets both of the following conditions:
   a) The Payment Card used to complete the Card Transaction was issued in the EEA; and
   b) the country where the Merchant is registered is in the EEA.

EONIA - refers to the value of the Euro Overnight Index Average published by the European Central Bank.

IBAN - International Bank Account Number, enabling the clear identification of the Payee or Payer and automated Payment processing. It consists of a country code, control number, bank code (code of payment institution), prefix, and the Client's account number.

Instant Bank Transfer - a service provided by TrustPay, enabling the Merchant to accept payments to the Payment Account or the Merchant Account kept by TrustPay via bank transfers.

Integration - a process of the technical connection of the Merchant Website to the TrustPay Gateway. Integration is to be ensured by the Client, at its expenses, in accordance with the Integration API Manual.

Integration API Manual - means the technical specification and a set of technical data and documents necessary for the actual process of Integration and connection of the TrustPay Gateway into the Merchant Website and other technical standards related to the TrustPay Technology. Integration API Manual is provided by TrustPay, the current version is available at www.trustpay.eu. TrustPay is entitled to modify the Integration API Manual at any time.

Internet Banking - refers to TrustPay's secure environment connected to the Internet, where, after successful login and authentication, the Client may give payment orders, check its Payment Account balance and transactions, and communicate with TrustPay in accordance with the contractual terms and international standards.

Issuer - means a licensee of Card Associations that issues Payment Card.

Merchant – means a Client using TrustPay Gateway services.

Merchant Account (also referred to as the '**Merchant ID**' in the Agreement) - a technical account of the Merchant accepting payments through the TrustPay Gateway from which the fees and other charges are debited. The Client may not enter Payment Orders from the Merchant Account.

Merchant Portal - the Client's web portal operated by TrustPay, providing the Merchant with a complete overview of payments received via various Payment methods. The Merchant Portal is part of the TrustPay Technology.

Merchant Website - refers to a specific Internet domain within which the goods/services/other property values of the relevant Merchant are presented; the Website also means all lower-level domains.

Non-EEA Transaction - a Card Transaction that does not meet the criteria specified for the EEA Transaction.

Payee - a natural person or legal entity receiving funds to its account, Payment Card, or any other means of payment.

Payer - a natural person or legal entity who sends funds from its account, Payment Card, or otherwise, to a Payee who has a TrustPay account (Payment or Merchant). A natural person or legal entity who sends funds from its Payment Account maintained in TrustPay is also considered a Payer.

Payment Account - an account opened by TrustPay for a Client for purposes related to the provision of payment services, enabling the Client to carry out any Payment Transaction within the TrustPay rules. Payment account can be opened with or without IBAN.

Payment Card - a payment instrument intended for making payments for goods or services via the Internet at Merchants, whose websites are marked with the logo of the relevant multinational Card Association (MasterCard, Visa and UnionPay).

Payment Method - a method of executing a financial obligation between the Client and its customers. TrustPay supports several types of payment methods.

Payment Order - an unconditional and unequivocal instruction given by a Client of TrustPay (Payer) for the performance of a Payment Transaction or other operation in funds on the Client's Payment Account, unless agreed otherwise. Payment Order types are:
  a) **Single Payment order** - unconditional and certain order of the Client to perform Payment Transaction.
  b) **Permanent Payment Order -** repeated Payment Transaction established by the Client in TrustPay Internet Banking in certain amount and repetition frequency.
  c) **Collection of funds (SEPA Direct Debit)** - a type of Payment Order provided by Payer's payment service provider upon order of the Client with Payment Account opened at TrustPay. To receive payment via Direct Credit System, the Client shall have a Creditor Identifier – CID allocated.
  d) **Bulk Payment order** – import of outgoing Payment orders from the Client's account kept at TrustPay, assigned via TrustPay Internet Banking. TrustPay support this function for selected currencies.

Payment Service Provider is:
  a) a bank, a branch of a foreign bank;
  b) a payment institution or electronic money institution established under the Act, or a branch of a payment institution or electronic money institution;
  c) other similar financial institution providing payment services.

Payment Transaction - any transfer of funds between Payment Accounts (for the purposes of Payment Transaction, a Payment Account of a third person or any other similar account held by a Payment Service Provider is also deemed to be a Payment Account). Payment Transactions are:
  a)**Internal** - performed between accounts kept at TrustPay.
  b)**External** - performed between an account kept at TrustPay and an account kept by another Payment Service Provider.

PCI Standards - a set of rules for the protection of card data issued by the PCI Security Standards Council, the extent to which they are to be complied with is regulated by the Scheme Rules.

Personal Data - any information concerning an identified or identifiable person (data subject), in accordance with Act No 18/2018 on the protection of personal data, as amended.

Phone Identifier (PhonePass) - a password serving for Client verification if he/she contacts TrustPay by phone. The Client can access PhonePass via its Internet Banking.

Politically Exposed Person - a natural person in a prominent public function and its relatives meeting conditions stipulated by AML rules.

Price List - forms Annex 1 to these GTC, which contains an overview of fees for services and actions provided to the Client by TrustPay.

Recurring Transactions - Card Transactions that have been pre-authorised by the Cardholder and for which goods or services will be repeatedly delivered to the Merchant in the future at a certain periodicity and without having to obtain the approval of the Cardholder each time.

Refund - refund of processed Payment Transaction or Card Transaction by the Client. TrustPay can perform Refund upon Client's request.

Scheme Rules - Articles, rules, operating practices, directives and other instructions issued by the Card Associations that can be amended from time to time.

Settlement with the Client - includes:
a) financial settlement with the Merchant for processed payments received through the TrustPay Gateway, when TrustPay sends funds to the Client's Bank Account or Payment Account after the expiry of the agreed period; or
b) crediting the amount of the Payment Transaction to the Client's Payment Account.

Transaction Documentation - means the relevant information and documentation regarding the relevant Card Transaction.

TrustPay - TrustPay, a.s., a business company with a registered office at Za Kasárňou 1, 831 03, Bratislava, Slovak Republic, Company ID: 36 865 800, registered in the Commercial Register of the District Court in Bratislava I, Section: Sa, Insert: 4919/B, which is a legal entity authorised to provide payment services under a licence issued in accordance with the Act.

TrustPay Gateway - means a payment gateway operated by TrustPay, designed to accept payments for goods and services offered on the Merchant Website. The Merchant can integrate the TrustPay Gateway for acceptance on different Payment methods at the same time or for only one type. TrustPay Gateway is part of the TrustPay Technology. TrustPay Gateway can be used after Integration with the Merchant Website in accordance with the Integration API Manual.

TrustPay Technology - includes any software and programs that TrustPay provides to its Clients for the purpose of processing payments made by various Payment methods supported by TrustPay, including, for example:
a) TrustPay Gateway;
b) Merchant Portal;
c) Internet Banking.

Ultimate Beneficial Owner - a natural person who ultimately owns or controls the Client and an individual for the benefit of whom a transaction is being carried out as stipulated in the AML rules.

Unauthorised Payment - means a Payment Transaction made from the Client's Payment Account that was not authorised by the Client.

Unidentifiable Payment - an incoming payment (Payment Transaction or Instant Bank Transfer) that is recorded by TrustPay but cannot be credited to the Payment Account or Merchant Account of a particular Client due to missing data. If the transaction is not identified within the prescribed time limit the payment is sent back to the Payer.

Unusual Business Transaction - a legal act or other act that indicates that its execution may lead to money laundering or terrorism financing.

SECTION B - GENERAL PROVISIONS

The purpose of this section is to provide a legal framework for the contractual relationship between TrustPay and the Client, regardless of the type of service provided. The provisions of this section apply to all Clients, unless otherwise agreed in the Agreement.

1.   Establishment and Termination of a Contractual Relationship

1.1.   The contractual terms are the terms and conditions of the Agreement between TrustPay and the Client concluded in accordance with the GTC, Price List, or other documents in effective wording.

1.2.   The Agreement between the Client and TrustPay can be concluded for a definite or indefinite period in the following forms:
a) a written (documentary) contract signed by both (all) Parties and submitted in person to TrustPay; or
b) a written contract submitted by e-mail and signed by electronic means approved by TrustPay; or
c) Online Boarding. Online Boarding refers to online registration of the applicant via an e-form that can be found on www.trustpay.sk. The applicant shall fill in the required data and agree with all terms of future contractual relationship.

1.3.   The contractual relationship is established by:

a) delivering the signed Agreements by the Client and TrustPay according to pursuant 1.2. a) and b); or
b) approving the Client's online request by TrustPay according to 1.2. c).

1.4.   The Agreement between TrustPay and the Client is terminated on the basis of the following facts:

a) by mutual agreement of the Parties;
b) upon expiration of the period for which the Agreement was concluded;
c) by withdrawal from the Agreement for legally justified reasons;
d) if TrustPay or the Client is dissolved without a legal successor;
e) upon expiry of TrustPay's licence to provide payment services;
f) by termination notice given by one of the Parties for any of the reasons specified below.

1.5. Both the Client and TrustPay are entitled to terminate the Agreement unilaterally at any time, without giving a reason. The termination notice shall start to lapse from the first day of the month following the delivery of a written notice. In general, the notice period shall be one (1) month in the case of termination by the Client and two (2) months in the case of termination by TrustPay, unless otherwise stated in the Agreement. The notice can be delivered exclusively by mail, e-mail or via Internet banking or the Merchant Portal.

1.6. TrustPay shall be entitled to terminate any Agreement with the Client with effect from the date of delivery of a termination notice to the Client if:

a) no transaction is made on the Payment Account by the Client during a period of six months or no payment was received to the Merchant Account during a period of 6 months;

b) the Client breaches the Agreement or contractual terms or behaves in contradiction with the GTC, and fails to provide remedy within the time limit specified by TrustPay;

c) TrustPay has a suspicion that the Client, Client's Representative or any other person authorised to act on the Client's behalf behaves in contradiction with the generally binding legislation, good morals, principles of fair business, AML rules, or the Client's position has changed substantially so that the Client can no longer guarantee compliance with the contractual terms;

d) the Payment Account or the Merchant Account shows a negative balance;

e) the Client has unpaid liabilities towards TrustPay; this is without prejudice to the right to recover such obligations upon termination;

f) such events occur on the Client's part that may affect the discharge of liabilities towards TrustPay (initiation of a bankruptcy, restructuring, foreclosure, liquidation, or criminal proceedings, etc.);

g) any of the Card Associations, the Police of the Slovak Republic, or the National Bank of Slovakia or any other authorised institution instructs or advises TrustPay to end cooperation with the Client;

h) the information provided by the Client and used in the conclusion of the Agreement proves to be untrue, incomplete, inaccurate, and incomprehensible;

i) the Client enables the TrustPay Technology to be used for the benefit of a third person or by a third person other than the Payer, without the prior consent of TrustPay;

j) single unreasonable increase of Chargebacks (pursuant to the Scheme Rules or recommendations) or repeated Chargebacks in relation to Client's Card Transactions are recorded;

k) fraudulent actions of the Client are proved in relation to accepting Payment Cards or criminal prosecution has been initiated for fraudulent acting of the Client or its employees;

l) TrustPay would breach the Scheme Rules or recommendations by continuing to provide the Acceptance of Card Payments;

m) the Client has collected the data about Payment Cards without prior approval by TrustPay and/or without being compliant with PCI Standards.

1.7. The Client shall have right to terminate any Agreement with TrustPay:

a) in a written form delivered by e-mail; or

b) via Internet Banking in case of the Client with an active Payment Account at TrustPay; in this case, the Agreement shall be terminated by the Client's Representative and the notice shall have immediate effect;

c) through the Merchant Portal, if the Client has access to it; in this case, the Agreement shall be terminated by the Client's Representative and the notice shall have immediate effect.

1.8. The Client shall be entitled to terminate any Agreement with TrustPay with effect from the date of delivery of termination notice to TrustPay if:

a) TrustPay repeatedly or grossly violates these GTC or the Agreement;

b) TrustPay loses its license to provide payment services;

c) such events occur on the TrustPay's part that may affect the discharge of liabilities towards Client (initiation of a bankruptcy, restructuring, foreclosure, liquidation, or criminal proceedings, etc.);

d) in the cases specified in 1.7. b) and 1.7. c) above.

1.9. If the Agreement is concluded for a definite period and both Parties continue to fulfil their obligations under the Agreement after the expiration of such period, the Agreement shall be considered concluded for an indefinite period if neither Party expresses an interest in terminating the contractual relationship.

1.10. If a contractual relationship terminates, the Client shall determine where the Client's Payment Account balances or the Merchant Account balance is to be transferred. TrustPay reserves the right to refuse to execute such transfer to a Bank account, which is not held at the Payment Service Provider registered within EEA and/or is not kept in the Client's name. TrustPay carries out such transfer based on the Client's request to send the balance to another account only if the Payment Account balance or Merchant Account balance is higher than EUR 10.

1.11. If the Client fails to determine how the Payment Account balance or Merchant Account balance should be treated after the termination of contractual relationship, TrustPay shall retain this balance on the TrustPay collection account until the expiry of the right to its payment, without paying interest on the funds.

1.12. If there are reasons for terminating the Agreement immediately, TrustPay shall be entitled to suspend the services provided to the Client immediately after finding out such reasons.

1.13. With the termination of an Agreement, the Payment Accounts and/or Merchant Accounts of the Client kept at TrustPay for that particular Agreement shall be cancelled, too. If the Client holds several Payment

Accounts and/or Merchant Accounts, particular accounts can be cancelled separately each also upon the notice by TrustPay or by the Client's Representative, provided that the remaining Payment Accounts and/or Merchant Accounts remain active.

2. Communication

2.1. Communication between TrustPay and the Client is possible in the following forms:
 a) Internet banking (this option is available for Clients who have a Payment Account opened in TrustPay);
 b) Merchant Portal (this option is available for Clients who have access to the Merchant Portal);
 c) telephone;
 d) e-mail;
 e) mail (post).

2.2. Any communication between the Client and TrustPay shall take place primarily through the Internet Banking and/or Merchant Portal; the Parties shall be entitled to use other forms of communication as additional method of communication.

2.3. In the case of communication via the Internet banking or Merchant Portal, the message is considered delivered on the following Business Day.

2.4. During telephone communication, the Client is verified using the Telephone Identifier (PhonePass) and/or additional Client's data. Telephone communication between TrustPay and the Client is accessible at times published on the publicly accessible TrustPay website.

2.5. In the case of e-mail communication to addresses available at www.trustpay.sk/www.trustpay.eu, communication is possible only in matters that TrustPay considers safe. All documents sent by e-mail are considered delivered on the following Business Day.

2.6. In the case of communication through the post, letters are delivered to the other Party's address, which is given in the Agreement as amended. Letters are considered delivered on the third day within one country, on the seventh day in case of cross-border communication if there is no proof of earlier delivery. The letters are considered delivered also on third day after the delivery of the notice saying that the letter cannot be delivered to the other Party or that the letter was rejected or was not collected by the other Party within the collection period, even if the addressee has no knowledge of the mail.

2.7. The Client agrees that TrustPay will record, even without prior notice, any ongoing communication between TrustPay and the Client using any available technical means, and will archive all the records, as well as the copies of any information and documents that TrustPay will receive from the Client and third parties. The Client agrees that TrustPay may at any time use such information for the purposes stated in the contractual terms or for ensuring compliance with the contractual terms.

3. Data Accuracy and Actuality

3.1. The Client is obliged to provide information and documents to TrustPay without undue delay in order for TrustPay to carry out due diligence towards the Client and fulfilling its obligations resulting from the AML rules. If Client fails to provide requested information and documents, TrustPay is entitled to decline the application and not to enter into a contractual relationship or terminate the contractual relationship with existing Client or refuse to provide payment services.

3.2. For the purpose of identifying payments under the Act, the Client shall give TrustPay its consent for being contacted with a request to explain certain transactions on its Payment Account or Merchant Account that TrustPay assesses as high-risk or unusual and to provide supporting documents. The Client's refusal to provide such information or the provision of insufficient information shall be deemed to be a gross violation of these GTC.

3.3. The Client undertakes to provide TrustPay with any important and relevant information and any changes to information provided on its economic and legal standing or other important information concerning the Client, its Representatives, Ultimate Beneficial Owners or other persons authorised to act on the Client's behalf as soon as the Client becomes aware of such information even if the information is not yet effective.

4. Fees

4.1. TrustPay shall charge fees related to its standard services according to the Agreement and the Price List. TrustPay shall charge individual fees to the Client for non-standard fees and services not defined herein and/or in the Price List and the Client shall be informed thereon before using such services.

4.2. For the purpose of fee collection, TrustPay shall be entitled, at any time, to clear such liabilities against the funds that are held on any Payment Account of the Client, including funds subject to the Settlement with the Client.

4.3. If the Client's Payment or Merchant Account is denominated in a currency other than that in which TrustPay collects the fees, the relevant fee shall be collected in the currency in which the account is denominated, following conversion at the rate set by TrustPay.

4.4. Funds on Payment and/or Merchant Accounts in TrustPay do not bear positive interest. In the event that the EONIA reaches negative values, TrustPay is entitled to charge interest on the funds held on Payment and/or Merchant Accounts kept in EUR at negative interest in accordance with the Price List.

4.5. In the event of an exchange of funds in the Payment or Merchant Account or in other exchange transactions, the exchange rate set by TrustPay shall apply.

5.   Offsetting Receivables

5.1.   In relation to the Client, TrustPay shall be entitled to offset any of its receivables from the Client against any of the Client's receivables from TrustPay of the same type at any time without prior notice, regardless of whether they are due, statute-barred, contingent or non-contingent, regardless of the legal relationship they arise from and the time when they arise, as well as the receivables of TrustPay that cannot be claimed before a court.

5.2.   In order to offset the receivables specified in the previous paragraph, TrustPay shall also be entitled to use the funds held on the Client's Payment Accounts or Merchant Account regardless of the receivables' origin. The right of TrustPay to offset its receivables takes precedence over the execution of any instruction to provide payment service.

5.3.   TrustPay shall also be entitled to offset receivables denominated in various currencies, even if these currencies are not freely convertible, at the exchange rate set by TrustPay for the date when the receivables are to be offset.

5.4.   The Client shall be entitled to assign receivables due from TrustPay or to transfer payables arising from the Agreement to a third person or to handle these receivables or payables otherwise, including the creation of any security interest in such receivables, but only with the prior written consent of TrustPay.

5.5.   The Client acknowledges that TrustPay is entitled to transfer its receivables from the Client to third persons at any time, even without the Client's content.

6.   Blocking of Funds

6.1.   TrustPay shall be entitled to block disposing of the funds held on the Client's Payment or Merchant Account, for the necessary period of time, in the following cases:
   a)   obligations arising from the applicable generally binding legislation;
   b)   decision of authorised bodies;
   c)   TrustPay has a suspicion that the funds held on the Client's Payment or Merchant Account are intended for the commitment of a crime, resulted from the crime or participation thereon;
   d)   if there is a suspicion that the authentication data of the Client and/or Authorised Persons have been misused;
   e)   the Client is in delay in discharging its obligations under the Agreement;
   f)   bankruptcy is declared in respect of the Client's assets, restructuring is initiated, the bankruptcy petition is cancelled owing to the lack of funds for the remuneration of the trustee in bankruptcy, the Client enters into liquidation, or the risk of insolvency on the Client's side excessively increases within a short period;
   g)   for the purposes of corrective accounting and settlement;
   h)   in case of an excessive number of complaints about Payment Transactions, Card Transactions and/or other received payments, regardless of the type of Payment Method;
   i)   fraudulent acts have been proved on the Client's side in connection with the acceptance of payments or criminal proceedings are initiated against the Client for fraudulent acts in connection with the acceptance of payments.

7.   Corrective Settlement of Payments

7.1.   TrustPay shall be responsible for the correct settlement of Payment Transaction and/or other received payment, regardless of the type of Payment Method, if the Client meets all conditions stipulated for its execution.

7.2.   If it becomes apparent that a Payment Transaction and/or other received payment, regardless of the type of Payment Method, was incorrectly settled, TrustPay shall carry out corrective settlement on its own initiative, on another Payment Service Provider' initiative, or on the Client's initiative, without undue delay, as soon as such fact has come to its knowledge. This is without prejudice to TrustPay's responsibility and the right to compensation of damage under the Act.

7.3.   If TrustPay credits funds to the Client's account and is later contacted by the Payer's Payment Service Provider or the Payment Method operator through which the payment was made with a request for the return of the funds, TrustPay shall contact the Client in this regard. If the Client agrees to return the funds, the funds shall be deducted in full amount from the Client's Payment Account. If the Client does not agree to return the funds, the Payer's Payment Service Provider shall be contacted and informed that the request has been rejected. The Client's identification data shall be sent to the Payer's Payment Service Provider.

7.4.   TrustPay shall return the funds credited to the Client's Payment Account to the Payer's Payment Service Provider or to another institution/authority if it is required to do so under the enforceable decision of a court, state authority, public administration authority, or under the applicable legislation. Exchange rate differences, if any, shall be borne by the person who is responsible for the incorrect Payment Order or for incorrect settlement.

7.5.   If, owing to fault on its part, the Client sends funds to the wrong account in the Payment Order or identifies a payment incorrectly, the Client shall have no entitlement to corrective settlement, nor to any compensation from TrustPay.

7.6.   If Payment Transaction is incorrectly processed by TrustPay as a result other than the fault on the Client's part, TrustPay shall correct the Payment Transaction in accordance with the contractual terms and statutory requirements.

TrustPay

8. Liability for Damage

8.1. By accepting these GTC, the Client declares that it is aware that TrustPay is the payment service provider. Under no circumstances does TrustPay act as a seller, buyer, supplier or distributor of goods and services purchased from the Merchant. Under no circumstances is TrustPay liable for the delivery, quality, security or legality of goods and services purchased through Payment methods supported by TrustPay.

8.2. TrustPay shall not be liable to the Client or the Client's customers or any other person for any of the following:
   a) any loss or liability resulting from the Client's retention of any customer's Payment Card or any attempt to do so;
   b) any loss or liability caused in connection with the breach of these GTC and/or the Agreement by the Client;
   c) any loss caused by a failure in the processing or rejection of the payment service due to a software error (other than TrustPay Technology), regardless of the owner of the software;
   d) interruption or termination of any TrustPay services caused by any reason except for failure of TrustPay to repair or replace TrustPay Technology;
   e) TrustPay shall not be liable for any lost profits, indirect, special or consequential damages to the Client or to any third party in connection with or arising from these GTC or in connection with the provision of services pursuant to these GTC and the Agreement.

8.3. The Client acknowledges that TrustPay has provided no warranties, express or implied, written or oral, TrustPay has not provided inter alia the Client with any warranty as to its ability, compliance and suitability for the provision of TrustPay services, in connection with any system or the TrustPay Technology. TrustPay makes no representations or warranties, express or implied, with respect to the services provided under these GTC. Should there be errors, omissions, interruptions or delays resulting from TrustPay performance or failure to perform of any kind, TrustPay's liability shall be limited to correcting such errors if commercially reasonable or supplying such omissions in the work product in which they have occurred.

8.4. In no case shall the Client be entitled to recover damages from TrustPay that exceed the fees retained by TrustPay during the six-month period immediately prior to the event giving rise to the claim for damages.

8.5. The Client agrees to indemnify and hold TrustPay harmless from any and all losses, claims, damages, liabilities and expenses, including attorneys' fees and costs (regardless of the provider of such services) arising from any of the following:
   a) the Client's failure to comply with these GTC and the Agreement;
   b) any act or omission of the Client;
   c) the Client's failure to comply with the any guides and instructions of TrustPay, Scheme Rules or with any applicable law, rule or regulation;
   d) Scheme penalties, regulator's penalties or other penalties levied against TrustPay in connection with the Client's actions; if any penalty is imposed on TrustPay as a result of the activities of more than one Client, such penalty will be assessed to the Client proportionately, as determined by TrustPay;
   e) any dispute concerning the quality, conditions or delivery of any goods or the quality of performance of any service of the Merchant;
   f) the fraud or dishonesty of the Client or Client's employees, licensees, successors, agents and/or assigns;
   g) the Client's selection of an Internet service provider or other telecommunication services provider;
   h) the theft of or damage or destruction to the TrustPay Technology or parts thereof;
   i) unauthorised or prohibited Card Transactions or Payment Transactions.

9. Protection of Personal and Confidential Information

9.1. TrustPay and the Client are aware that they may provide Confidential Information to one another when exercising their rights and obligations in connection with the contractual relationship regulated by the Agreement. The party receiving such Confidential Information undertakes to ensure, at least at the level of professional care, concealment of such Confidential Information from any third party and to refrain from using such information for its own benefit. The obligation of the parties specified in this paragraph shall survive the termination of the Agreement.

9.2. The parties undertake not to use Confidential Information for their own benefit and/or for the benefit of third parties, not to provide such information to third parties, and not to grant or allow access to such information to/by third parties without the prior consent of the other party, unless these GTC or the Agreement stipulate otherwise.

9.3. The Client undertakes to keep strictly confidential any information concerning the payments received through the TrustPay Gateway, and the contractual terms throughout the life of the Agreement.

9.4. The Client agrees that TrustPay will provide Confidential Information in the necessary range to the following persons:
   a) persons having an ownership interest in TrustPay;
   b) persons in which an ownership interest is held by a person under paragraph a) of this clause;
   c) persons in which an ownership interest is held by TrustPay;
   d) persons in which an ownership interest is held by a person under paragraph c) of this clause;
   e) persons in which an ownership interest is held by a person under paragraph b) or d) of this clause;
   f) persons with which TrustPay cooperates in collecting receivables or to which TrustPay granted power of attorney to collect receivables/partial receivables from the Client;

g) persons to which TrustPay has assigned or intends to assign a receivable or its part due from the Client or persons to which TrustPay has transferred or intends to transfer a right or its part towards the Client;

h) persons which have assumed or intend to assume the Client's debt or its part to TrustPay, or which have acceded or intend to accede to the Client's liability towards TrustPay or its part;

i) persons with which TrustPay cooperates in performing or ensuring the performance of its activities or for which TrustPay performs agency activities (e.g., Card Associations, Payment Service Providers);

j) recipients of Payment Transactions (or its Payment Service Provider) carried out under the Client's Payment Order;

k) other persons in the event of emergency, which may result in damage sustained to TrustPay or to the Client.

9.5. TrustPay collects personal data for the purpose of performing agreements concluded with Clients and for the purpose of complying with the AML rules.

9.6. In accordance with the relevant AML rules, TrustPay is obliged to identify and verify its identification of all its Clients during the entire duration of the contractual relationship. Hence, the Client shall, at the request of TrustPay, provide any document that TrustPay considers necessary for the accurate identification of its Clients under the applicable generally binding regulations. These documents may include, inter alia, the identification data of the Ultimate Beneficial Owners and all persons acting on the behalf of the Client.

9.7. TrustPay undertakes to ensure the collection and processing of personal data of individuals in accordance with Act No 18/2018 Coll., on the protection of personal data, as amended, and in accordance with Regulation No 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data. TrustPay shall provide the Clients and other data subjects with a special document dealing with the protection of their personal data, e.g., Privacy Policy. The current wording of these documents is available on the company's website, www.trustpay.sk/www.trustpay.eu.

10. TrustPay Technology

10.1. TrustPay shall provide the Client with access to the TrustPay Technology so that it can use the agreed services.

10.2. TrustPay shall provide the Client with access to such software and programs that are necessary for the proper use of the services agreed with the Client.

10.3. The Client shall use the TrustPay Technology according to the documentation and instructions of TrustPay. TrustPay may update the documentation for the TrustPay Technology and change its individual functionalities.

10.4. The Client shall install and use the TrustPay Technology in accordance with TrustPay's instructions. TrustPay is not liable for any problems or damages incurred in connection with the use of the TrustPay Technology in violation of TrustPay's instructions.

10.5. The Client shall bear all costs associated with its connection to the TrustPay Technology.

10.6. The Client acknowledges that the use of the TrustPay Technology is subject to the granting of permission from TrustPay. TrustPay remains the owner of the TrustPay technology. The Client shall receive authorisation from TrustPay to use it. In no case is it a sale of the TrustPay Technology to the Client. The TrustPay Technology and related materials are protected by copyright and international copyright treaties and intellectual property laws and treaties. The Client shall not sell, lease, encumber or otherwise dispose of the TrustPay Technology and accompanying materials.

10.7. TrustPay will not have any liability to the Client if the TrustPay technology fails to operate because of the Client's inappropriate, inadequate or faulty hardware, because of the failure of Client, its employees and agents to operate the TrustPay Technology properly in accordance with the instructions provided by TrustPay or because of the neglect or misuse of the TrustPay Technology by the Client, its employees or agents.

10.8. If the TrustPay Technology fails to operate for any other reason not attributable to the Client, the liability of TrustPay shall be limited to the repair or replacement of the TrustPay Technology.

11. Authentication, Authorisation, and Identification of Persons

11.1. Authentication Data are automatically generated upon establishment of access to the Payment Account or Merchant Account. Authentication Data shall refer to:

a) PID - a static numeric string sent to the Authorised Person's e-mail. PID validity shall be unlimited.

b) Password - a static alphanumeric string exclusively determined by the Authorised Person. TrustPay shall not have access to the password, nor shall it request it from the Authorised Person at any time. Password shall be valid for one calendar year from its last change.

11.2. TrustPay supports the following verification procedures:

a) SMS 2 factor - two-step verification through the SMS;

b) Time-based One-time Password Algorithm - special mobile application designed for login purposes.

11.3. Any acts performed using Authentication Data shall be, without exception, deemed to be acts performed by the person to whom these data were allocated, and the Payment Transaction or other act shall be considered properly authorised.

11.4. If the Authentication Data are incorrectly entered several times, TrustPay shall be entitled to block such Authentication Data. After thorough verification, the Client shall be entitled to receive new Authentication Data on request.

11.5. If the account is cancelled, the Authentication Data for this account will also be cancelled.

11.6. If the Client suspects that Authentication Data have been misused, it shall be obliged to report the case to TrustPay without delay.

11.7. The validity period of Authentication Data is not limited but may be cancelled or changed by TrustPay at any time, of which the Client shall be informed in due time.

11.8. TrustPay shall be entitled to change the specifications, method of activation, expiration of Authentication Data and other restrictions applying to the use of Authentication Data. The Client shall be obliged to observe the security instructions, guidelines and regulations pertaining to the execution of Payment Orders and to communication via Internet Banking.

11.9. Cancellation or blocking of Authentication Data may be requested by the person to whom it was assigned or the Client's Representative.

11.10. Authentication Data automatically expire upon termination of the contractual relationship with TrustPay.

12. Authorised Person

12.1. TrustPay shall not be liable for any damage caused to the Client by the Authorised Person's acts and/or use of Authentication Data of the Authorised Person.

12.2. Responsibility for the use of Authentication Data shall be borne by the person to whom Authentication Data were allocated, i.e., the Authorised Person. The Authorised Person's responsibility towards TrustPay for the use or misuse of Authentication Data shall be governed by the provisions of these GTC pertaining to liability for damage. TrustPay shall provide Authentication Data to the Authorised Person only. If the Client wishes to provide Authentication Data to a person who is not the Authorised Person, the person concerned is to be authorised and a right to dispose of the Payment Account and/or Merchant Account and the related funds established.

12.3. TrustPay is entitled to request from the Client information and relating documents about Authorised Persons, such as identity documents and proof of address of the Authorised persons.

13. Assignment of Rights and Obligations

13.1. The right and obligations of the Client arising from these GTC and from the Agreement concluded by TrustPay and the Client according to these GTC may not be assigned by the Client without prior written consent of TrustPay. TrustPay may assign its rights and obligations without limitations. The assignment of the Client's rights and obligations arising from the Agreement concluded in accordance with these GTC without the prior consent of TrustPay releases TrustPay from the obligations arising from these GTC and the Agreement.

14. Applicable Law and Jurisdiction

14.1. These GTC are created in accordance with the laws of the Slovak Republic and the relevant provisions of legislation apply to relations not regulated in them.

14.2. The District Court in Bratislava III in the Slovak Republic is entitled to hear and decide any disputes between the Parties, unless otherwise agreed in the Agreement.

14.3. Relations between the Client and TrustPay are regulated by the Agreement, these GTC and generally binding legislation of the Slovak Republic, in the above order. These GTC take precedence over business practices unless the Parties agree otherwise in writing.

14.4. If there are several persons on the Client's side as parties to the contractual relationship between TrustPay and the Client, the obligations of the Client and such persons towards TrustPay shall be joint and several, unless these GTC or the Agreement stipulate otherwise.

14.5. If any of the provisions of the Agreement or the GTC is or may become invalid, ineffective, and/or unenforceable, this shall not affect the validity, effectiveness, and/or enforceability of other provisions of the Agreement or these GTC. In such a case, TrustPay undertakes, upon agreement with the Client, to replace such provision by a new provision, which will be as similar as possible in terms of content and purpose.

14.6. TrustPay shall be entitled to change these GTC at any time. TrustPay shall be obliged to inform the Client of such changes two months before they enter into effect. The Client shall be informed by publishing the GTC on the public websites of TrustPay. If the Client does not express its disagreement with the proposed changes by the date of their coming into effect, TrustPay shall assume that the changes have been accepted. Before the date of coming into effect of the changes, the Client shall be entitled to terminate the Agreement immediately free of charge.

14.7. By concluding the Agreement and these GTC, the Client declares that it is fully aware of the legal and other consequences resulting from the relevant legislation, as well as from failure to comply with these GTC and the Agreement, and will thus give its consent to the provision of any information on the Client to other institutions on the basis of the above provisions.

14.8. Any fees or other financial obligations incurred to the Parties in connection with the discharge of obligations under the Agreement and the GTC shall be paid by each Party separately as they incur to them unless the Parties agree otherwise.

14.9. These GTC are written in two language versions, Slovak and English. In case of any conflict between the English version and the Slovak version, the Slovak version shall prevail.

14.10. These GTC come into force and effect on 1 November 2020 and fully replace all previously issued TrustPay's GTC.

SPECIAL SECTION

SECTION A - TERMS OF OPERATION OF PAYMENT ACCOUNT

The purpose of this section is to provide a legal framework for the contractual relationship between TrustPay and the Client using services related to the operation of a Payment Account in TrustPay, an integral part of which is the Client's access to Internet Banking. The provisions of this section apply only to Clients with an open Payment Account in TrustPay or those interested in a Payment Account in TrustPay, unless otherwise agreed in the Agreement.

Relations not regulated by this section are governed by the provisions of the general section of the GTC. The provisions of this section do not apply to the use of the TrustPay Gateway service.

1. Establishment, Operation and Disposal of a Payment Account

1.1. For the purposes of providing payment services, TrustPay establishes and operates for the Client one or more Payment Accounts, which are operated in the name and surname/business name of the Client. Each Payment Account is assigned its own unique number. TrustPay shall be entitled to set a minimum balance on the Payment Account.

2. Provision of information on payments and Payment Account balances

2.1. The Client has access to information on transactions and balances on its accounts through the Internet Banking service.

2.2. TrustPay shall supply statements of accounts in paper form only upon the Client's request. TrustPay shall be entitled to fees according to the current Price List.

3. General Provisions for Payment Transactions

3.1. TrustPay processes Payment Transactions for the Client in non-cash form and exclusively in electronic form.

3.2. Payment Transactions received by TrustPay in favour of the Client shall be credited to the Client's Payment Account at the latest by the end of the Business Day following Business Day on which the Payment Transaction was received, if such Payment Transaction is not in contradiction to TrustPay internal acceptance policy, generally binding laws and regulation or contrary to the agreed nature of the contractual relationship.

3.3. The Client agrees that if, after the cancellation of the Payment Account and/or termination of the contractual relationship, funds are transferred to the closed account of the Client, TrustPay has the right to credit such funds to another Payment Account of the Client, if such an account is established, or the right to return the transferred funds to the Payer after deducting the relevant fees associated with such Payment Transaction according to the current Price List.

3.4. TrustPay is entitled not to credit the funds to the Client or not to send funds from the Client's Payment Account if the data on the Payer are not sufficiently clear, comprehensible and certain.

3.5. TrustPay shall be entitled not to credit funds to the Client or not to send funds from the Client's Payment Account if the Payment Order contains information or instructions based on which the Payment Transaction cannot be performed or if such transaction is not in accordance with the law, TrustPay's internal policy or good morals, in particular if money laundering or terrorist financing or the commission of another crime is suspected in the Payment Transaction in question.

3.6. TrustPay reserves the right not to credit funds to the Client's Payment Account if it suspects that the relevant Payment Transaction should not have been performed for the benefit of the Client. In such a case, TrustPay undertakes to immediately contact the Client and invite it to prove the legitimacy of the received Payment.

3.7. The Client may make individual payments on the basis of Payment Orders via the Internet Banking service or in another manner supported by TrustPay. TrustPay shall not bear any responsibility for the processing of incorrect data entered by the Client and shall be entitled to all fees according to the Price List arising from the Payment.

3.8.   TrustPay shall process Payment Orders executed by the Client without undue delay, within the Cut-off Time, provided that at the time of maturity there is sufficient financial coverage (including fees) on the Client's Payment Account from which the amount is to be debited. If the coverage is not sufficient, TrustPay shall not execute the Payment Order.

3.9.   If the Client's Payment Order contains incorrect information (including, but not limited to bank details) as a result of which the Payee's Payment Service Provider returns the transferred funds, TrustPay shall credit these funds back to the Client's Payment Account after deducting fees related to the Payment Transaction.

4.   *Internal and External Payment Transactions*

4.1.   The Client can place a Payment Order for Internal Payment Transactions at any time, even on non-Business Day. They shall be processed automatically upon placing, without unnecessary delay.

4.2.   External Payment Transactions made on the basis of the Client's Payment Order placed on a Business Day before the Cut-off Time shall be processed on the day of placing the order. Payments made after the Cut-off Time shall be processed on the Business Day following the date of order. The processing of an External Payment Transaction means entering a Payment Order for the processing of funds by TrustPay.

5.   *Standing Payment Orders*

5.1.   The Client can set up Standing Payment Orders via Internet Banking. Such payments shall be processed as any other Payment Transactions made on the basis of the Payment Order received from the Client.

5.2.   The Client may terminate a Standing Payment Order at any time in TrustPay's Internet banking without giving a reason. The termination of the Standing Payment order shall become valid and effective immediately and shall cancel all future Payment Orders related to that particular Standing Payment Order.

SECTION B - TERMS OF USE OF THE TRUSTPAY GATEWAY

I. SPECIAL CONDITIONS FOR INSTANT BANK TRANSFERS

The purpose of this section is to provide a basic legal framework for the contractual relationship between TrustPay and the Client using the services of the TrustPay Gateway to receive Instant Bank Transfers. The provisions of this section apply to Clients who use the service of receiving Instant Bank Transfers, unless otherwise agreed in the Agreement. The Instant Bank Transfers service may be provided either through the Client's access to Internet Banking or through the Merchant Portal interface.

Relations not regulated by this section are governed by the provisions of the general section of the GTC. The provisions of this section shall not apply to the acceptance of payments by Payment methods other than Instant Bank Transfers.

1.   TrustPay undertakes to process Instant Bank Transfers received through the TrustPay Gateway in accordance with applicable laws and international standards. TrustPay may unilaterally change the scope and form of services provided.

2.   The Client is liable for damage caused to TrustPay due to fraudulent actions, incorrect use or misuse of the Instant Bank Transfer service provided in accordance with these GTC, including damages caused by persons whom it has enabled or not prevented access to the service, or Communication Channel.

3.   TrustPay processes Instant Bank Transfers for the Client in non-cash form and exclusively in electronic form.

4.   Payments received by TrustPay in favour of the Client shall be displayed on the Client's Merchant or Payment Account at the latest by the end of the Business Day following Business Day on which the Instant Bank Transfer was received, if such Instant Bank Transfer is not in contradiction to TrustPay internal acceptance policy, generally binding laws and regulation or contrary to the agreed nature of the contractual relationship.

5.   TrustPay is entitled not to credit funds to the Client if the data on the Payer are not sufficiently clear, comprehensible and certain.

6.   TrustPay shall be entitled not to credit funds to the Client if such transaction is not in accordance with the law, in particular if money laundering or terrorist financing or the commission of another crime is suspected in the Instant Bank Transfer in question.

7.   TrustPay reserves the right not to credit funds to the Client's Merchant or Payment Account if it suspects that the relevant Instant Bank Transfer should not have been made in favour of the Client. In such a case, TrustPay undertakes to immediately contact the Client and invite it to prove the legitimacy of the received payment.

II. SPECIAL CONDITIONS FOR CARD TRANSACTIONS

The purpose of this section is to provide a basic legal framework for the contractual relationship between TrustPay and the Client using the services of the TrustPay Gateway to receive Card Transactions. The provisions of this section apply to Clients who use the Acceptance of Card Payments service, unless otherwise agreed in the Agreement. Relations not regulated by this section are governed by the provisions of the general section of the GTC. The provisions of this section do not apply to the use of the service of accepting Instant Bank Transfers and operating a Payment Account.

1. Operation of the Acceptance of Card Payments Service

1.1. The Client undertakes to process payments via Payment Cards in accordance with the Integration API Manual, as well as with the recommendations made by TrustPay in relation to the processing of payments through the TrustPay Gateway.

1.2. The Client may not in any way collect and/or store Payment Card data in its information system, unless TrustPay explicitly states otherwise. A breach of this provision shall be considered a serious breach of the Agreement.

1.3. If this provision is violated, TrustPay shall be entitled to impose the contractual penalty of EUR 250 for each Payment Card the data of which were collected and/or stored by the Client. This penalty shall be payable without any further instruction from the Client and shall be debited from any of the Client's Payment Account or Merchant Account kept at TrustPay. However, this is without prejudice to TrustPay's claim to compensation for damage in the amount that exceeds the contractual penalty.

1.4. The Client shall be liable for any damage incurred by the Cardholder as a result of violation of the above clause.

1.5. The Client shall be entitled to use the service in accordance with the Agreement for the purpose agreed therein and in connection with the Merchant Website approved by TrustPay. If the Client wishes to use the Acceptance of Card Payments service on another website and/or plans to change the type of the goods/services offered on its Merchant Website, the Client shall be obliged to obtain a prior written consent of TrustPay. The Client shall not be allowed to lease or otherwise let out the Acceptance of Card Payments service to a third person.

1.6. The Client shall be obliged to ensure that no damage is caused by the incorrect use of the Acceptance of Card Payments service owing to fault on its side; in particular, the Client shall protect the TrustPay Technology from being deleted, misused, or damaged during data transmission, and to keep it in good operating condition in which it was integrated on the Merchant Website. The Client shall not be allowed to move the Communication Channel or its components, after being installed on the Merchant Website and put into operation, to another section of the Website or to another trading spot, without the prior consent of TrustPay. The Client undertakes to prevent the service from being accessed and misused by unauthorised persons.

1.7. The Client is liable for damage caused to TrustPay due to fraudulent actions, incorrect use or misuse of the Acceptance of Card Payments service, including damages caused by persons whom it has enabled or not prevented access to the service, or Communication Channel.

1.8. TrustPay has the right to suspend the Acceptance of Card Payments service at any time without prior notice, unless otherwise agreed in the Agreement.

1.9. The Client undertakes to not charge the Payers using the Acceptance of Card Payments service a surcharge or any other fee for the use of the service which are not allowed by the Scheme Rules.

1.10. TrustPay shall not be liable for any outages caused by the Internet connection or power failures in the offices of the Client and/or TrustPay or its suppliers, nor for the damage caused to the Client.

1.11. When the Acceptance of Card Payments service is in operation, TrustPay shall be entitled to grant the Client access to the information systems belonging to TrustPay or to third parties (TrustPay Technology). Any access to these systems shall be enabled at the request of the Client's Representative in the form required by TrustPay. Access to the TrustPay Technology shall be governed by these GTC applying to Authorised Persons. Data stated in the information systems belonging to TrustPay shall be considered as binding, unless proved otherwise.

1.12. Payments can only be made through the TrustPay Gateway with Payment Cards specified by TrustPay.

2. Storage of Documents

2.1. The Client is obliged to ensure the archiving of all Documents on Card Transactions made through the TrustPay Gateway for a period of six (6) months from the date of issuance. The documents must include information to prove that goods and/or service have been ordered by the Cardholder and that they have been delivered/provided to the Cardholder. The Client shall archive the Documents in a safe place to which only the Client's authorised persons have access. Upon expiry of the archiving period, the Client shall ensure the shredding of the Documents without undue delay.

2.2. If a case of unauthorised access to, or acquisition of, data on Card Transactions or Cardholders comes to the Client's knowledge, the Client is obliged to inform TrustPay immediately. If the Client fails to do so, such conduct shall be classified as gross violation of the GTC.

2.3. The Client shall not be entitled to request data on Payment Card from TrustPay.

3. Authorisation of Card Transactions

3.1. Card Transactions are authorised via the TrustPay Technology after entering the required data according to TrustPay's requirements.

3.2. The authorisation of Card Transactions does not result in a change in the balance on the Merchant Account.

3.3. If the Client places a Recurring Transaction, the Cardholder must give a prior consent to such Transaction. This written request shall be maintained by the Client and made available upon request to TrustPay. Further written consent of the Cardholder is always required for the annual renewal of the pre-authorisation of Recurring Transactions. The Client shall inform the Cardholder about the terms of Recurring Transactions and about the method of withdrawing consent to other Recurring Transactions.

3.4. The Client shall not deliver goods or provide services if the Client receives the revocation of the Cardholder's consent to the Recurring Transactions or if TrustPay notifies it that the Payment Card pre-authorisation was not valid.

4. Provisional Credit

4.1. Any crediting of Card Transactions to the Client's Merchant Account is only provisional and TrustPay may cancel it until the Card Transaction is final and no longer subject to a complaint by Issuer.

4.2. TrustPay shall be entitled to return a Card Transaction without prior notice to the Client, if:
   a) any representation or warranty made by the Client in connection with the Card Transaction is false or inaccurate;
   b) the Card Transaction violates the Scheme Rules;
   c) TrustPay has received a complaint from or on behalf of a Cardholder stating that there is an unresolved dispute or defence to a Card Transaction (whether or not valid) between the Client and the Cardholder;
   d) the Client does not present Transaction Documentation as requested by TrustPay.

4.3. The Merchant has access to information about its Card Transactions through selected systems belonging to the TrustPay Technology (e.g., Merchant Portal), to which TrustPay shall provide access. All information appearing in the TrustPay Technology systems shall be deemed accurate and affirmed by the Merchant unless the Merchant objects to it by written notice. Such a written objection must be delivered to TrustPay within 30 calendar days from the date of publication of the information and must contain the specific disputed item.

5. Settlement of Card Transactions

5.1. TrustPay settles Card Transactions in accordance with the conditions specified in these GTC and the Agreement.

5.2. Settlement with the Merchant for processed Card Transactions credited to the Client's account is performed once a week with a delay of five Business Days, unless otherwise agreed in the Agreement or the Merchant Portal.

5.3. TrustPay shall be entitled to delay settlement with the Merchant, in part or in full, for up to 180 calendar days if there are reasons for immediate termination of the contractual relationship by TrustPay under these GTC or longer if TrustPay evaluates that the Card Transactions in question are eligible to be subject of the Chargeback, unless otherwise agreed in the Agreement.

6. Chargebacks of Payers within the Service

6.1. The Client undertakes to handle all Chargebacks submitted by Cardholders and complaints filed by TrustPay or Cardholder.

6.2. The Client has the opportunity to obtain information about received Chargebacks in one of the following ways:
   a) Chargeback information is available in the relevant TrustPay Technology systems, where the Client is granted with access and ability to handle them; or
   b) if the Client does not have access to the designated TrustPay Technology systems, it will receive this information from TrustPay, which will instruct it whether and how the Chargeback should be resolved.

6.3. Upon receipt of the Chargeback, TrustPay shall debit the value of the Chargeback from the Merchant Account or Payment Account immediately. TrustPay shall be entitled to charge a special fee in accordance with the valid Price List or the Agreement. In case of doubt, the fees agreed in the Agreement shall apply.

6.4. If there is not enough funds on the Merchant Account or Payment Account for the coverage of the debit of the received Chargebacks, TrustPay shall be entitled to collect the funds from any of the Client's Payment Accounts, Merchant Account, any of its receivables from TrustPay, or to request the payment through court proceedings; in this case, the Client shall be obliged to pay the cost associated with such enforcement.

TrustPay

6.5. The Client is entitled to object to the received Chargebacks. In order to do so, the Client shall provide supporting documentation and evidence in the form and within time specified by TrustPay. The Client agrees that such dispute is decided and resolved by the Card Associations in accordance with the Scheme Rules and TrustPay does not guarantee the resolution of such dispute in favour of the Client. If the Chargeback is settled in favour of the Client, TrustPay shall return its value to the Client.

6.6. TrustPay shall be entitled to request information from the Client about the Card Transaction, which has been complained by Cardholder, namely:
   a) customer's name;
   b) designation of goods or services that are the subject of the Card Transaction;
   c) date of ordering the goods or services;
   d) date of dispatching the goods for transport;
   e) date of delivering the goods or providing the service;
   f) detailed specification of the ordered goods or services and other information on payment by Payment Card.

6.7. TrustPay is entitled to refuse Client's request to dispute a specific Chargeback if TrustPay believes that there is no justification of such dispute on the basis of the Agreement and these GTC, the generally binding laws and regulations and the Scheme Rules.

6.8. If in any of the calendar months, the number of Chargebacks received exceeds the permissible limit determined by TrustPay, TrustPay shall be entitled to demand guarantee deposit from the Client, the amount and form of which shall be specified by TrustPay. The Client shall have fourteen days from the request of TrustPay for the payment of guarantee deposit; otherwise, TrustPay shall be entitled to terminate the Agreement with the Client with immediate effect.

6.9. TrustPay shall be entitled to retain the guarantee deposit in the form agreed by the Parties for a period of six calendar months from the date of Agreement termination or longer if TrustPay evaluates that accepted Card Transactions are eligible for Chargeback, unless otherwise agreed in the Agreement.

III. SPECIAL CONDITIONS FOR TRUSTPAY GATEWAY USERS

The purpose of this section is to provide a basic legal framework for the use of the TrustPay Gateway, which forms part of the TrustPay Technology. If the Client does not use the TrustPay Gateway, the following provisions of this section are not applicable to it. Relations not regulated by this section are governed by the provisions of the general section of the GTC.

1. Integration and Use

1.1. TrustPay Gateway is a service provided by TrustPay to Merchants, enabling the receipt of payments for any goods/services/other assets offered on their Websites. TrustPay Gateway is part of the TrustPay Technology.

1.2. The Merchant undertakes to integrate the TrustPay Gateway into its Website in accordance with the Integration API Manual and is solely responsible for the correct Integration and for any damage resulting from failure to comply with the Integration procedure under the Integration API Manual.

1.3. The Merchant may use a test environment to test the TrustPay Gateway and monitor and evaluate any deficiencies. The test operation is a technical test of the system; it is not a provision of payment services. The service in the test environment may be changed or cancelled at any time. Even if a certain operation or service proves to be fully functional in the test operation, TrustPay does not guarantee its subsequent functionality in the actual operation.

2. Rights and Obligations of the Parties

2.1. TrustPay undertakes to carry out any payments made through the TrustPay Gateway regardless of the type of Payment Method, and to provide other payment services with due professional care in compliance with the applicable legislation and international standards.

2.2. TrustPay shall be entitled to use the Merchant's identification data, trademarks and signs, including the Merchant's logo, as references on its websites and in information materials.

2.3. The Merchant undertakes to ensure that the Website will be permanently connected to the TrustPay Gateway over the life of the Agreement and that Payers will be re-routed to the TrustPay Gateway where a Payer selects the option of payment through the TrustPay Gateway. The Merchant shall be fully responsible for the operation of the Website.

2.4. TrustPay undertakes to operate the TrustPay Gateway and to ensure its proper functioning throughout the life of the Agreement. In case of an outage lasting longer than one minute, TrustPay undertakes to inform the Merchant without undue delay. TrustPay shall inform the Merchant at least twenty-four hours in advance about planned outages or limited functionality.

2.5. The Merchant undertakes to inform TrustPay of any defects occurring in connection to the TrustPay Gateway, including the planned outages, by e-mail or telephone, at the contact details provided on www.trustpay.sk/www.trustpay.eu without undue delay.

2.6. TrustPay shall be responsible for payment made through the TrustPay Gateway, regardless of the type of Payment Method, provided that the relevant payment is made in accordance with the instructions in the Integration API Manual. TrustPay shall not be responsible for the contents of the Website, defects in the operation of the Website, obstacles to the processing of Transaction or other - related matters

for reasons linked to the functionality of the Website or access thereto, Internet connection of the Payer or Client, or for other reasons arising independently of TrustPay's will due to force majeure. Nor shall TrustPay be responsible for the terms of the business relationship between the Client and the Payer (e.g., the terms of supply of goods/services/other assets, quantity, type, quality, complaint terms or other terms of the business relationship between the Client and its Payer), which fall under the exclusive responsibility of the Client and the Payer. In the case of a complaint about any Payment for reasons arising from the business/legal relationship between the Client and the Payer, TrustPay's entitlement to fees under the Price List shall remain unaffected.

3. The Client Undertakes to:

a) operate the Website in accordance with generally binding legislation, and in the case of using the Acceptance of Card Payments service also with the Scheme Rules and in accordance with generally binding legislation in the country of the Issuer, Acquirer or the Client;

b) place on the Website a clear identification of the Client, a full description of the offered goods or services, the price (including the settlement currency), the method of returning the goods or amount paid, Client's contact details, method of delivery of goods or provision of services, the Client's registered office and the country in which the Client is registered, information on the protection and guarantee of the security of personal data of its clients (Payers);

c) place on the Website the logo of the Payment Method Providers in the manner agreed with TrustPay and also the information required by generally binding legislation binding the Client;

d) deliver to the Payer a Document (confirmation) on the payment of the purchased goods or services;

e) conduct business activities in a due care and in compliance with the permits, licences, and other authorisations issued for the Client; mainly not to trade without TrustPay's consent and not to allow the use of the Website for the purchase of goods or services which are subject to special authorisation;

f) on the effective date of the termination, the Client loses the right to use the logos of the Payment Method Providers and TrustPay on its Website and must remove them immediately.

IV. SPECIAL CONDITIONS FOR THE USE OF THE MERCHANT PORTAL

The purpose of this section is to provide the basic legal framework for the provision of payment services for the benefit of the Client through the Merchant Portal interface. If the Client does not have access to the Merchant Portal, the following provisions of this section are not applicable to it. Relations not regulated by this section are governed by the provisions of the general section of the GTC.

1. General Provisions

1.1. TrustPay reserves the right to unilaterally order the Client to use the Merchant Portal if it uses at least one of the Payment Methods of payment acceptance.

1.2. The Merchant Portal is considered to be the TrustPay Technology.

1.3. The Client shall notify TrustPay via the Merchant Portal of all its current as well as new Websites in connection with which it accepts payments on the Merchant Portal, regardless of the Payment Method.

1.4. Accepting a payment through the Merchant Portal interface consists of three consecutive steps:
a) payment authorisation, which itself does not affect the Merchant Account balance;
b) crediting the value of a successful payment to the Merchant Account, with the change in the balance on the Client's Merchant Account displayed in the Merchant Portal;
c) financial settlement with the Client, when the value of received payments is paid in accordance with the agreed conditions and to the Bank Account approved by TrustPay.

2. Provision of information on payments and Merchant Account balances

2.1. The Client has access to information on transactions and the current balance on its Merchant Account in its Merchant Portal.

2.2. TrustPay shall provide statements and reports from the Merchant Account in electronic form. TrustPay shall supply statements of Merchant Account in paper form only upon the Client's request. TrustPay shall be entitled to fees according to the current Price List.

2.3. The value of payments credited to the Client's Merchant Account via various Payment Methods will be displayed in the Merchant Portal immediately after their successful execution.

3. Settlement with the Client

3.1. Payments credited to the Client's Merchant Account are eligible for Settlement with the Client only after their settlement from the operator of the given Payment Method and the expiry of the specified days of delay, through which the given payment was made. Settlement with the Client takes place automatically based on the conditions agreed in the Merchant Portal.

3.2. After deducting fees, amounts of received Chargebacks, Refunds and other eligible claims, TrustPay shall send the value of payments received through the TrustPay Gateway according to the type of

Payment Method to the Bank or Payment Account specified by the Client at the frequency agreed in the Agreement or through the Merchant Portal, unless otherwise agreed.

3.3. TrustPay reserves the right to determine for each Payment Method a different number of delay days of Settlement with the Client in accordance with the previous provision. TrustPay shall be entitled to unilaterally change the number of delay days for each Payment Method in accordance with the previous sentence.

3.4. TrustPay reserves the right to approve only the Bank Account held in the Client's name by the Payment Service Provider with a licence in the European Economic Area for the Client for Settlement.

3.5. The Client shall be entitled to modify the conditions of the Settlement with the Client via the Merchant Portal, for example, to postpone the Settlement, increase the minimum value of the Settlement set by TrustPay, change the account designated for Settlement and the like. TrustPay reserves the right to refuse to make the requested change in justified cases.

4. Payment Methods

4.1. The Merchant Portal accepts payments received through multiple Payment methods. Each Payment method is characterized by special conditions, risk profile, terms of complaints, fee structure, periodicity of Settlement with the Client and the like.

4.2. The Client may request the activation of individual Payment methods via the Merchant Portal. Activation of each Payment method is subject to approval by TrustPay. TrustPay reserves the right to refuse to activate a specific Payment method.

4.3. TrustPay reserves the right to deactivate individual types of Payment methods without terminating the contractual relationship. TrustPay shall immediately inform the Client about the deactivation of the Payment method. The Client's right to terminate the Agreement remains unaffected.

5. Communication

5.1. Any communication between the Client with a dedicated Merchant Account takes place primarily through the Merchant Portal, through which information is transmitted between TrustPay and the Client. By publishing any information by TrustPay in the Merchant Portal, the relevant information is considered to have been duly delivered to the Client. The Parties are entitled to use other forms of communication as an additional way of communication.

V. SPECIAL CONDITIONS FOR PAYSAFECARD PAYMENTS – Effective from 15 March 2021

The purpose of this section is to provide a basic legal framework for the contractual relationship between TrustPay and the Client using the services of TrustPay Gateway to receive payments via Paysafecard Payments. If the Client does not use the Paysafecard Payments, the following provisions of this section will not be applicable to it. Relations not regulated by this section are governed by the provisions of other sections of the GTCs. The provisions of this section shall not apply to the acceptance of payments by Payment Methods other than Paysafecard Payments.

1. General conditions

1.1. Operator of the Paysafecard Products is Paysafe Prepaid Services Limited, Grand Canal House, Upper Canal Street, Dublin 4 represented by its regulatory agent paysafecard.com Wertkarten Vertriebs GmbH, Am Euro Platz 2, A- Vienna, Austria (hereinafter commonly referred to as "**Operator**").

1.2. Paysafecard Products are e-money payment instruments, issued in form of cash vouchers that can be used as a means of payment at a Merchant Website subject to credit limit the particular Paysafecard Product has available, or subject to the applicable limits imposed by the Operator (hereinafter referred to as "**Paysafecard Products**").

1.3. Paysafecard (or "**Paysafecard Payments**") is a Payment method supported by TrustPay and provided to its Merchants, enabling Merchants to receive payments for any goods/services/other assets offered on their Websites, via the means of Paysafecard Products.

1.4. TrustPay, acting as an aggregator of Paysafecard Payments, warrants that it holds all relevant authorisations and licences for providing Paysafecard Payments as one of its supported Payment Methods and that it has the right, power, and authority to offer Paysafecard Payments in its own capacity.

1.5. TrustPay further warrants that the processing of Paysafecard Payments will be performed and delivered in a professional manner and in accordance with relevant legislation and regulations.

2. Acceptance of Paysafecard Payments

2.1. The Merchant may request the activation of Paysafecard Payments via the Merchant Portal or otherwise, subject to agreement between TrustPay and the Merchant. Activation of Paysafecard Payments as well as of other Payment Methods is subject to approval by TrustPay. Merchants may opt for the use of Paysafecard Payments solely or in relation to other Payment Methods within the Merchant Portal or otherwise, subject to agreement between TrustPay and the Merchant. The provisions of Section IV. on Special Conditions for the Use of the Merchant Portal shall apply accordingly.

2.2.   To receive payments for any goods/services/other assets offered on a Merchant Website via Paysafecard Payments, the Merchant must integrate this Payment Method into its Website(s) in accordance with the Integration API Manual. The provisions of Section III. on Special Conditions for Trustpay Gateway Users shall apply accordingly.

2.3.   TrustPay is entitled to fees for the use of Paysafecard Payments by the Merchants. The conditions of use of Paysafecard Payments and its pricing may be further specified in the Merchant Agreement concluded with each specific Merchant.

2.4.   In case the Merchant wishes to accept Paysafecard Products issued in New Zealand it has to publish in its General Terms and Conditions displayed on its Website that the redemption of the Paysafecard Products at the Merchant Website is a supply of goods and services for the purposes of the New Zealand Goods and Services Tax Act 1985 and that the issuing and distribution of Paysafecard Products is agreed not to be a supply of goods and services.

3.   Settlement

3.1.   Payment of the Settlement amount to the Merchant shall be made within 25 days (or, if the last day is a Sunday or official holiday, the first banking day after expiration of the 25 days period) after the end of accounting period in which the Paysafecard Payment was made (hereinafter referred to as **"Paysafecard Accounting Period"**). For the purposes of these Special Conditions, a Paysafecard Accounting Period shall mean the period between the 1st (00.00 CET) and the 15th day (24.00 CET) and/or the 16th (00.00 CET) and the last day (24.00 CET) of every calendar month.

3.2.   In case of discrepancies between provisions of this Section and provisions on Settlement under Section IV. Subs. 3, the provisions of this Section shall prevail.

4.   Disputes

4.1.   Merchants undertake to resolve all disputes involving Paysafecard Payments on their Websites.

4.2.   The holders of Paysafecard products (i.e. Merchant´s customers) are not entitled to a dispute under Payafecard Payments by other means that described in the provision 4.1 of this Section. Neither TrustPay nor Operator allow dispute initiation process for Paysafecard Payments.

5.   Information and Review Rights

5.1.   The Merchant acknowledges that the information obtained by TrustPay within the framework of their contractual relationship with regard to Paysafecard Payments will be regularly provided to the Operator.

5.2.   The Merchant further undertakes to provide TrustPay with any and all reasonable information upon request, should any such information be requested by the Operator.

5.3.   The Merchant agrees to permit the Operator or a third party as further determined by the Operator to conduct a review with regard to the Paysafecard Payments (hereinafter referred to as "**Review**"). The Merchant will be served with a written notification specifying the scope of the particular Review to be carried out in advance of the relevant Review.

6.   Intellectual property

6.1.   The Merchant grants the Operator a free, nonexclusive license, with world-wide validity, to display the Merchants brands on the paysafecard website and also in advertising and information materials for Paysafecard Products.

7.   Limitation of liability

7.1.   TrustPay makes no representations, accepts no responsibilities, and offers no guarantees, of any kind, either express or implied, statutory or otherwise, with regard to the Operator´s systems, technologies, devices, and operations of Paysafecard Payments. In particular, TrustPay does not guarantee interruption- or error-free operation and gives no undertakings with regard to the processing of Paysafecard Payments by the Operator.

7.2.   TrustPay reserves the right to restrict or to stop Paysafecard Payments, should any such restriction be imposed subject to the Operator´s own consideration.

7.3.   TrustPay assumes no liability for the refusal to provide Paysafecard Payments to a particular Merchant, or the cessation of the provision thereof, should the Operator require TrustPay to do so at the Operator´s reasonable discretion.

7.4.   TrustPay is entitled to deny payment of the Settlement amount to the Merchant, should the payment of the Settlement amount to TrustPay be denied by the Operator.

7.5.   Should any restriction in a particular jurisdiction with regard to Paysafecard Products arise, that would result in the denial of the Settlement by the Operator to TrustPay, TrustPay´s obligation to pay Settlement to the Merchant shall be suspended until the restriction ceases to exist. TrustPay shall inform the Merchant of such a restriction as soon as it becomes aware of it and provide full cooperation in this respect.

VI. SPECIAL CONDITIONS FOR SEPA CREDIT TRANSFERS– Effective from 1 May 2021

The purpose of this section is to provide a basic legal framework for the contractual relationship between TrustPay and the Client using the services of TrustPay Gateway to receive payments via SEPA Credit Transfers. If the Client does not use the SEPA Credit Transfers as a Payment Method, the following provisions of this section will not apply to it. Relations not regulated by this section are governed by the provisions of other sections of the GTCs. The provisions of this section shall not apply to the acceptance of payments by Payment Methods other than SEPA Credit Transfers.

1.   General conditions

1.1   SEPA Credit Transfer shall mean credit transfer denominated in Euro currency within the Single Euro Payments Area (SEPA) made between a Payer and a Payee while both hold an IBAN (International bank account number) maintained with the payment service provider within SEPA countries.

1.2   TrustPay, acting in its capacity as a payment service provider of the Payee (hereinafter also referred to as the "Merchant") enables its Merchants to accept SEPA Credit Transfers directly into their Merchant accounts.

1.3   SEPA Credit Transfer shall be received by the Merchant no later than on the Business Day following the day when SEPA Credit Transfer has been executed by the Payer, regardless of whether the SEPA Credit Transfer is related to domestic or cross-border payment.

1.4   Settlement with the Merchant for processed SEPA Credit Transfers shall be executed with one Business Day in arrears at the frequency set by the Merchant in the Merchant portal.

1.5   TrustPay shall be entitled to charge fees to its Merchants for acceptance of SEPA Credit Transfers according to the Agreement and/or according to the current Price List, as the case may be.

2.   Refunds and Disputes

2.1   SEPA Credit Transfer shall be considered as a non-reversible Payment Method and it is guaranteed to the Merchant.

2.2   Payer´s payment service provider can initiate a recall of a SEPA Credit Transfer - which might be either agreed or refused by the Merchant.

2.3   The Merchant shall be entitled to issue a refund of the SEPA Credit Transfer on its own initiative.

VII. SPECIAL CONDITIONS FOR GIROPAY AND EPS– Effective from 1 June 2021

The purpose of this section is to provide a basic legal framework for the contractual relationship between TrustPay and the Client using the services of TrustPay Gateway to receive payments via Giropay and EPS payments. If the Client does not use Giropay and EPS payments, the following provisions of this section will not apply to it. Relations not regulated by this section are governed by the provisions of other sections of the GTCs. The provisions of this section shall not apply to the acceptance of payments by Payment Methods other than Giropay and EPS.

1.   General conditions

1.1   Giropay and EPS are Payment Methods based on wire transfers while enabling the automatic transfer of payment details into the online banking system of the Payer using one of the supported Payment Service Providers linked to the Giropay and/or EPS system; and, at the same time, a guarantee of the payment execution is provided by the Payment Service Provider of the Payer to the Merchant.

1.2   The Payment Method "Giropay" is operated by paydirekt GmbH, Stephanstrasse 14-16, 60313 Frankfurt am Main, Germany; and shall be used by Merchants who operate Websites for German-based customers. The Payment Method "EPS" is operatedg by Studiengesellschaft für Zusammenarbeit im Zahlungsverkehr GmbH, Stiftgasse 15-17/8, A-1070 Vienna, Austria; and shall be used by Merchants who operate Websites for Austrian based customers. Paydirekt GmbH and Studiengesellschaft für Zusammenarbeit im Zahlungsverkehr GmbH are hereinafter referred to as "Operators". The Merchant grants the Operators a free and non-exclusive license to display the Merchant as a Giropay and/or EPS participant in advertising materials and on the web pages of the Operators or their affiliates.

1.3 Unless otherwise agreed with the Merchant, the Settlement with the Merchant for processed Giropay and/or EPS payments shall be executed with two Business Days in arrears at the frequency set by the Merchant in the Merchant portal.

1.4 TrustPay shall be entitled to charge fees to its Merchants for acceptance of Giropay and EPS payments according to the Agreement and/or according to the current Price List, as the case may be.

2. Financial guarantee

2.1 The financial guarantee for a payment is the confirmation submitted to the Merchant by the Payment Service Provider of the Payer that a payment initiated via Giropay or EPS and for which the Merchant has received a positive notification, shall be executed (hereinafter the "Financial Guarantee"). The Financial Guarantee is unconditional and irrevocable and applies irrespective of whether the corresponding transfer order takes effect. If the Merchant receives no notification or negative notification, the Financial Guarantee shall be considered as not given and the respective transfer is considered as not accepted.

2.2 The Financial Guarantee submitted within the framework of Giropay is in each case limited to a maximum amount of 10,000.00 EUR (ten thousand EUR) per transfer, even if the respective transfer is for a higher amount. EPS has no limitation with regards to the Financial Guarantee.

2.3 If the payment is not received from the Payment Service Provider of the Payer within 5 (five) Business days, TrustPay shall initiate the Financial Guarantee event with the Operator (hereinafter referred to as the „Warranty Case"). The following requirements must be fulfilled for the Warranty Case to be submitted:

   a) The Merchant has received the positive confirmation of the Financial Guarantee pursuant to section 2.1 above,

   b) the Merchant has sent the correct data in the agreed manner and form required for the respective payment,

   c) the Payer and the Merchant have not agreed on the reversal of the payment, or the payment has not been carried out via other means,

   d) the date of the respective positive confirmation of the Financial Guarantee is not older than 4 (four) weeks.

2.4 If a Warranty Case is claimed without the satisfaction of the abovesaid requirements, the Merchant shall bear the arising costs and shall be ultimately liable for the losses incurred to it.

2.5 TrustPay is not liable for the fulfilment of the applicable Financial Guarantee submitted by the Payment Service Provider of the Payer.

3. Refunds and Disputes

3.1 Giropay and EPS shall be considered as non-reversible Payment Methods. The Merchant shall deal directly with the Payers regarding their claims and complaints.

3.2 The Merchant shall be entitled to use a returns management system for a full or partial reversal of payments concluded via Giropay or EPS.

VIII. SPECIAL CONDITIONS FOR iDEAL - Effective from 1 July 2021

The purpose of this section is to provide a basic legal framework for the contractual relationship between TrustPay and the Client using the services of TrustPay Gateway to receive payments via iDEAL Payment Method. If the Client does not use iDEAL payments, the following provisions of this section will not apply to it. Relations not regulated by this section are governed by the provisions of other sections of the GTCs. The provisions of this section shall not apply to the acceptance of payments by Payment Methods other than iDEAL.

1. General conditions

1.1 iDEAL is a Netherlands-based payment method that allows customers to complete transactions online using their bank credentials. The owner and trademark holder for the iDEAL Payment Method is Currence iDEAL B.V.

1.2 The Merchant shall verify the status of the iDEAL payment with TrustPay via the Merchant Portal. The Merchant shall not deliver or supply the product or service to the Payer unless the iDEAL transaction is marked as successful by TrustPay.

1.3 Unless otherwise agreed with the Merchant, the Settlement with the Merchant for processed iDEAL payments shall be executed with two Business Days in arrears at the frequency set by the Merchant in the Merchant portal.

1.4 TrustPay shall be entitled to charge fees to its Merchants for acceptance of iDEAL payments according to the Agreement and/or according to the current Price List, as the case may be.

2 Refunds and Disputes

2.1 iDEAL Payment Method shall be considered as a non-reversible Payment Method. The Merchant shall deal directly with the Payers regarding their claims and complaints.

2.2 The Merchant shall be entitled to use a return management system for a full or partial reversal of payments processed via iDEAL Payment Method.

IX. SPECIAL CONDITIONS FOR BANCONTACT - Effective from 1 July 2021

The purpose of this section is to provide a basic legal framework for the contractual relationship between TrustPay and the Client using the services of TrustPay Gateway to receive payments via Bancontact. If the Client does not use Bancontact payments, the following provisions of this section will not apply to it. Relations not regulated by this section are governed by the provisions of other sections of the GTCs. The provisions of this section shall not apply to the acceptance of payments by Payment Methods other than Bancontact.

1. General conditions

1.1 Bancontact is a Belgian payment method that enables customers to pay through their own trusted banking environment. Payers use a Bancontact card, or a mobile application linked to a Belgian bank account to make online payments that are guaranteed and immediately confirmed. The owner and trademark holder for the Bancontact is Bancontact Payconiq Company NV/SA.

1.2 The Merchant shall verify the status of the Bancontact payment with TrustPay via the Merchant Portal. The Merchant shall not deliver or supply the product or service to the Payer unless the Bancontact transaction is marked as successful by TrustPay.

1.3 Unless otherwise agreed with the Merchant, the Settlement with the Merchant for processed Bancontact payments shall be executed with two Business Days in arrears at the frequency set by the Merchant in the Merchant portal.

1.4 TrustPay shall be entitled to charge fees to its Merchants for acceptance of Bancontact payments according to the Agreement and/or according to the current Price List, as the case may be.

2 Refunds and Disputes

2.1 Bancontact shall be considered as a non-reversible Payment Method. The Merchant shall deal directly with the Payers regarding their claims and complaints.

2.2 The Merchant shall be entitled to use a return management system for a full or partial reversal of payments processed via Bancontact Payment Method.

X. SPECIAL CONDITIONS FOR MYBANK - Effective from 1 August 2021

The purpose of this section is to provide a basic legal framework for the contractual relationship between TrustPay and the Client using the services of TrustPay Gateway to receive payments via MyBank Payment Method. If the Client does not use MyBank payments, the following provisions of this section will not apply to it. Relations not regulated by this section are governed by the provisions of other sections of the GTCs. The provisions of this section shall not apply to the acceptance of payments by Payment Methods other than MyBank.

1. General conditions

1.1 MyBank is a pan- European based payment method that allows customers to complete instant wire transfers using their bank credentials. The owner and trademark holder for the MyBank Payment Method is PRETA S.A.S, with its registered office at: 40 rue de Courcelles, F-75008, Paris, registered in the RCP Paris B 798 483 053.

1.2 The Merchant shall verify the status of the MyBank payment with TrustPay via the Merchant Portal. The Merchant shall not deliver or supply the product or service to the Payer unless the MyBank transaction is marked as successful by TrustPay.

1.3 Unless otherwise agreed with the Merchant, the Settlement with the Merchant for processed MyBank payments shall be executed with two Business Days in arrears at the frequency set by the Merchant in the Merchant portal.

1.4 TrustPay shall be entitled to charge fees to its Merchants for acceptance of MyBank payments according to the Agreement and/or according to the current Price List, as the case may be.

2. Refunds and Disputes

2.1. MyBank Payment Method shall be considered as a non-reversible Payment Method. The Merchant shall deal directly with the Payers regarding their claims and complaints.

2.2. The Merchant shall be entitled to use a return management system for a full or partial reversal of payments processed via MyBank Payment Method.

XI. SPECIAL CONDITIONS FOR INSTANT BANK TRANSFERS – PL AND BLIK - Effective from 1 October 2021

The purpose of this section is to provide a basic legal framework for the contractual relationship between TrustPay and the Client using the services of TrustPay Gateway to receive payments via Instant bank transfers – PL and BLIK Payment Methods. If the Client does not use Instant bank transfers – PL and BLIK payments, the following provisions of this section will not apply to it. Relations not regulated by this section are governed by the provisions of other sections of the GTCs. The provisions of this section shall not apply to the acceptance of payments by Payment Methods other than Instant bank transfers – PL and BLIK.

1. General conditions

1.1 Instant bank transfers - PL is a Polish Payment method based on bank transfers enabling automatic transfer of payment data to the online banking of the Payer using the services of the Payment Service Provider who is a participating member in the Instant bank transfer – PL scheme.

1.2 BLIK is a Polish Payment method based on bank transfers that enables Payers to execute payment transactions using the BLIK code generated on the Payment Service Provider mobile application, who is a participating member in the BLIK scheme.

1.3 Instant bank transfers - PL and BLIK payments are operated by Krajowy Integrator Płatności SA, registered office: Plac Andersa 3, 17th floor, 61-894 Poznań, Poland, entry in the register of the Regional Court of Poznań - Nowe Miasto, VIII business section of the register, number 0000412357.

1.4 The Merchant shall verify the status of the Instant bank transfers - PL and BLIK payments with TrustPay via the Merchant Portal. The Merchant shall not deliver or supply the product or service to the Payer unless the Instant bank transfers - PL and BLIK payment transaction is marked as successful by TrustPay.

1.5 Unless otherwise agreed with the Merchant, the Settlement with the Merchant for processed Instant bank transfers - PL and BLIK payments shall be executed with two Business Days in arrears at the frequency set by the Merchant in the Merchant portal.

1.6 TrustPay shall be entitled to charge fees to its Merchants for acceptance of Instant bank transfers - PL and BLIK payments according to the Agreement and/or according to the current Price List, as the case may be.

2. Refunds and Disputes

2.1. Instant bank transfers - PL and BLIK Payment Methods shall be considered as a non-reversible Payment Method. The Merchant shall deal directly with the Payers regarding their claims and complaints.

2.2. The Merchant shall be entitled to use a return management system for a full or partial reversal of payments processed via Instant bank transfers - PL and BLIK Payment Method.

XII. SPECIAL CONDITIONS FOR AIRCASH PAYMENTS – Effective from 1 March 2022

The purpose of this section is to provide a basic legal framework for the contractual relationship between TrustPay and the Client using the services of TrustPay Gateway to receive payments via Aircash Payment Methods. If the Client does not use the Aircash Payments, the following provisions of this section will not be applicable to it. Relations not regulated by this section are governed by the provisions of other sections of the GTCs. The provisions of this section shall not apply to the acceptance of payments by Payment Methods other than Aircash Payments.

1. General conditions

1.1. Aircash is a Croatian Payment Method based on a virtual cash wallet using Aircash electronic money which can be used through Aircash mobile application, a software program which contains digital wallet (Aircash wallet).

1.2. The Aircash Payment Method is operated by Aircash d.o.o., with registered office at: Zagreb, Ulica grada Vukovara 271, Chromos tower, 10th floor, PIN: 99833713101. Aircash, d.o.o. is an electronic money institution registered under no. IEN 116 pursuant to the resolution of the Croatian National Bank no.: 251-020/10/19/BV of 3rd October 2019 authorised to provide electronic money issuance and related payment services in Croatia and rest of European Union and the European Economic Area countries.

1.3. Aircash is a Payment Method supported by TrustPay and provided to its Merchants, enabling Merchants to receive payments for any goods/services/other assets offered on their Websites, via Aircash electronic money in the form of direct payments made through the Aircash mobile application using Aircash electronic money stored in Aircash wallet by the Electronic Money Holder (Payer) to the TrustPay's platform (hereinafter referred to as "**Aircash payments**").

1.4. The Merchant shall verify the status of the Aircash payments with TrustPay via the Merchant Portal. The Merchant shall not deliver or supply the product or service to the Payer unless Aircash payment transaction is marked as successful by TrustPay.

1.5. Unless otherwise agreed with the Merchant, the Settlement with the Merchant for processed Aircash payments shall be executed with two Business Days in arrears at the frequency set by the Merchant in the Merchant portal.

1.6. TrustPay shall be entitled to charge fees to its Merchants for acceptance of Aircash payments according to the Agreement and/or according to the current Price List, as the case may be.

2. Refunds and Disputes

2.1. Aircash payments shall be considered as a non-reversible Payment Method. The Merchant shall deal directly with the Payers regarding their claims and complaints.

2.2. The Merchant shall be entitled to use a return management system for a full or partial reversal of payments processed via Aircash Payment Method.

XIII. SPECIAL CONDITIONS FOR SOFORT PAYMENTS – Effective from 1 March 2022

The purpose of this section is to provide a basic legal framework for the contractual relationship between TrustPay and the Client using the services of TrustPay Gateway to receive payments via Sofort Payment Methods. If the Client does not use the Sofort Payments, the following provisions of this section will not be applicable to it. Relations not regulated by this section are governed by the provisions of other sections of the GTCs. The

provisions of this section shall not apply to the acceptance of payments by Payment Methods other than Sofort Payments.

1. General conditions

1.1. Sofort is a German Payment Method which allows customers to complete wire transfers using their bank credentials and a transaction authentication number (TAN) or its equivalent which is sent by the customer's bank to the customer's mobile device.

1.2. The Sofort Payment Method is operated by Sofort GmbH, Corp. ID No. HRB 218675, with its principal place of business at Theresienhöhe 12, 80339 Munich, Germany (hereinafter referred to as "**Operator**"). The Operator is a licensed payment institution under supervision by the German Federal Financial Supervisory Authority (BaFin authorization number 151788) providing it's services in compliance with EU Directive on Payment Services (No. 2015/2366) relating to payment initiation services and account information services.

1.3. The Merchant shall verify the status of the Sofort payments with TrustPay via the Merchant Portal. The Merchant shall not deliver or supply the product or service to the Payer unless Sofort payment transaction is marked as successful by TrustPay.

1.4. TrustPay accepts no responsibilities and offers no guarantees of any kind with regard to the Operators´s systems, technologies, devices, and operations of Sofort Payments. In particular, TrustPay does not guarantee interruption or error-free operation and gives no undertakings with regard to the processing of Sofort Payments by the Operator. TrustPay especially draws attention to the fact that on several occasions the Sofort Payment might be rejected even thought it had been initiated properly. In these extraordinary cases it might happen that on the Merchant Portal the payment will be marked as successful, but nonetheless it will not be executed by the Payer´ payment service provider. Considering the above mentioned, TrustPay shall be entitled to change the status of the Sofort payment from "successful" to "rejected" within 3 Business Days after the first notification of such payment in the Merchant portal. Therefore, it is recommended for the Merchant to postpone his delivery to the Payer not only until he receives a notification of successful payment, but three more Business Days to be sure that the Sofort payment was truly successful. Otherwise, the Merchant accepts full responsibility for all his damages.

1.5. Unless otherwise agreed with the Merchant, the Settlement with the Merchant for processed Sofort payments shall be executed with two Business Days in arrears at the frequency set by the Merchant in the Merchant portal.

1.6. TrustPay shall be entitled to charge fees to its Merchants for acceptance of Sofort payments according to the Agreement and/or according to the current Price List, as the case may be.

2. Refunds and Disputes

2.1. Sofort payments shall be considered as a non-reversible Payment Method. The Merchant shall deal directly with the Payers regarding their claims and complaints.

2.2. The Merchant shall be entitled to use a return management system for a full or partial reversal of payments processed via Sofort Payment Method.

XIV. SPECIAL CONDITIONS FOR WeChat Pay PAYMENTS – Effective from 1 May 2022

The purpose of this section is to provide a basic legal framework for the contractual relationship between TrustPay and the Client using the services of TrustPay Gateway to receive payments via WeChat Pay Payment Methods. If the Client does not use the WeChat Pay Payments, the following provisions of this section will not be applicable to it. Relations not regulated by this section are governed by the provisions of other sections of the GTCs. The provisions of this section shall not apply to the acceptance of payments by Payment Methods other than WeChat Pay Payments.

1. General conditions

1.1. WeChat Pay is a Chinese Payment Method based on a digital wallet connected to the WeChat application. The WeChat Pay Payment Method is operated by Tenpay Payment Technology Co., Ltd., with registered office at: Tencent Building, Kejizhongyi Avenue, Hi-tech Park, Nanshan District, Shenzhen, China, Postal Code: 518057.

1.2. WeChat Pay is a Payment Method supported by TrustPay and provided to its Merchants, enabling Merchants to receive payments for their goods/services/other assets offered on their Websites, via embedding the order information in a unique QR code which is scanned by the Payer using the WeChat application (hereinafter referred to as "**WeChat Pay payments**").

1.3. The Merchant shall verify the status of the WeChat Pay payments with TrustPay via the Merchant Portal. The Merchant shall not deliver or supply the product or service to the Payer unless WeChat Pay payment transaction is marked as successful by TrustPay.

1.4. Unless otherwise agreed with the Merchant, the Settlement with the Merchant for processed WeChat Pay payments shall be executed with two Business Days in arrears at the frequency set by the Merchant in the Merchant portal.

1.5. TrustPay shall be entitled to charge fees to its Merchants for acceptance of WeChat Pay payments according to the Agreement and/or according to the current Price List, as the case may be.

2. Refunds and Disputes

2.1. The Merchant shall deal directly with the Payers regarding their claims and complaints concerning WeChat Pay payments. In case the Payer suffers any loss arising from WeChat Pay payment, the Merchant shall, cooperatively with TrustPay, investigate the cause of claim and shall be responsible for such claim. Nothwithstanding the foregoing, TrustPay, in its reasonable opinion, shall be entitled to reverse the WeChat Pay payment and return it back to the Payer.

2.2. The Merchant shall be entitled to use a return management system for a full or partial reversal of payments processed via WeChat Pay payment.

XV. SPECIAL CONDITIONS FOR Trustly PAYMENTS – Effective from 15 August 2022

The purpose of this section is to provide a basic legal framework for the contractual relationship between TrustPay and the Client using the services of TrustPay Gateway to receive payments via Trustly Payment Methods. If the Client does not use the Trustly Payments, the following provisions of this section will not be applicable to it. Relations not regulated by this section are governed by the provisions of other sections of the GTCs. The provisions of this section shall not apply to the acceptance of payments by Payment Methods other than Trustly Payments.

1. *General conditions*

   1.1. Trustly is a Swedish Payment Method which allows for swift and secure bank transfers in a user-friendly interface without the need for any additional software or registration arrangements.

   1.2. The Trustly Payment Method is operated by a licensed payment service provider Trustly Group AB, a limited liability company incorporated and registered under the laws of Sweden, with corporate reg. no. 556754-8655, having its registered office at Norrtullsgatan 6, 113 29 Stockholm, Sweden (hereinafter in this section referred to as "**Operator**").

   1.3. Trustly is a Payment Method supported by TrustPay and provided to its Merchants, enabling Merchants to receive payments for their goods/services/other assets offered on their Websites from Payers. After the Payers choose to pay with Trustly Payment Menthod, they are redirected to a Operator-hosted payment page where they see a list of available banks in their country and use their online banking log-in credentials and a one-time code to confirm the payment (hereinafter referred to as "**Trustly payments**").

   1.4. The Merchant shall verify the status of the Trustly payments with TrustPay via the Merchant Portal. The Merchant shall not deliver or supply the product or service to the Payer unless Trustly payment transaction is marked as successful by TrustPay.

   1.5. TrustPay acknowledges that the availability and functionality of the Trustly payments is significantly dependent on the full functionality of third-party systems, primarily those of the banks, and that the Operator and TrustPay do not, and cannot, guarantee the functionality of the Trustly payments in the event of failures, malfunctions or adjustments within such third-party systems or lost access thereto and that the Operator and TrustPay does not assume liability in case of the Merchant suffering damage due to non-functionality of such third-party systems. TrustPay also asscknowledges that transaction speeds may be affected in the event of significant peaks of transaction volumes initiated under a short period of time or during planned maintenance of the Trustly payments and that the Operator and TrustPay do not assume liability in case of the Merchant suffering damage during significant peaks of transaction volumes or during planned maintenance.

   1.6. TrustPay accepts no responsibilities and offers no guarantees of any kind with regard to the Operators´s systems, technologies, devices, and operations of Trustly Payments. In particular, TrustPay does not guarantee interruption or error-free operation and gives no undertakings with regard to the processing of Trustly payments by the Operator. TrustPay especially draws attention to the fact that that on several occasions the Trustly Payment might be rejected even thought it had been initiated properly. In these extraordinary cases it might happen that on the Merchant Portal the payment will be marked as successful, but nonetheless it will not be executed by the Payer´s payment service provider. Considering the above mentioned, TrustPay shall be entitled to change the status of the Trustly payment from "successful" to "rejected" within 3 Business Days after the first notification of such payment in the Merchant portal. Therefore, it is recommended for the Merchant to postpone his delivery to the Payer not only until he receives a notification of successful payment, but three more Business Days to be sure that the Trustly payment was truly successful. Otherwise, the Merchant accepts full responsibility for all his damages.

   1.7. Unless otherwise agreed with the Merchant, the Settlement with the Merchant for processed Trustly payments shall be executed with two Business Days in arrears at the frequency set by the Merchant in the Merchant portal.

   1.8. TrustPay shall be entitled to charge fees to its Merchants for acceptance of Trustly payments according to the Agreement and/or according to the current Price List, as the case may be.

2. *Refunds and Disputes*

   2.1. The Merchant shall deal directly with the Payers regarding their claims and complaints. In the event that the Payer has made a payment as a consequence of fraud, mistake or similar reason, and the funds have been settled from the Operator to the TrustPay's designated account, the TrustPay shall repay such funds to the Payer or the Operator (as the case may be), if the Payer proves to have sufficient legal support (official request from police authority, court judgment, information from banks regarding fraud cases or similar) for a claim against the TrustPay or the Operator.

   2.2. The Merchant shall be entitled to use a return management system for a full or partial reversal of payments processed via Trustly payment.

XVI. SPECIAL CONDITIONS FOR Paytrail PAYMENTS – Effective from 20 September 2022

The purpose of this section is to provide a basic legal framework for the contractual relationship between TrustPay and the Client using the services of TrustPay Gateway to receive payments via Paytrail Payment Methods. If the Client does not use the Paytrail Payments, the following provisions of this section will not be applicable to it. Relations not regulated by this section are governed by the provisions of other sections of the GTCs. The provisions of this section shall not apply to the acceptance of payments by Payment Methods other than Paytrail Payments.

1. ***General conditions***

    1.1. Paytrail is a Finish Payment Method which allows electronic payment processing for handling Finnish bank payments to the Payment Service Provider (TrustPay) and its' Merchants.
    1.2. The Paytrail Payment Method is operated by a licensed payment service provider Paytrail Plc, a company incorporated and registered under the laws of Finland, with Business ID no. 2122839-7, having its registered office at Innova 2, Lutakonaukio 7, 40100 Jyväskylä, Finland (hereinafter in this section referred to as "**Operator**").
    1.3. Paytrail is a Payment Method supported by TrustPay and provided to its Merchants, enabling Merchants to receive payments for their goods/services/other assets offered on their Websites from Payers. After the Payers choose to pay with Paytrail Payment Menthod, they are redirected to a Operator-hosted payment page where they see a list of available banks and use their online banking log-in credentials to confirm the payment (hereinafter referred to as "**Paytrail payments**").
    1.4. The Merchant shall verify the status of the Paytrail payments with TrustPay via the Merchant Portal. The Merchant shall not deliver or supply the product or service to the Payer unless Paytrail payment transaction is marked as successful by TrustPay.
    1.5. Unless otherwise agreed with the Merchant, the Settlement with the Merchant for processed Paytrail payments shall be executed with two Business Days in arrears at the frequency set by the Merchant in the Merchant portal.
    1.6. TrustPay shall be entitled to charge fees to its Merchants for acceptance of Paytrail payments according to the Agreement and/or according to the current Price List, as the case may be.

2. ***Refunds and Disputes***

    2.1. Paytrail payments shall be considered as a non-reversible Payment Method and the refund is possible only if approved in advance by TrustPay. Notwithstanding the foregoing, Operator has the right to return payment(s) even without the prior written approval of TrustPay in case Operator is legally obliged to return the payment to the Payer based on the request received by the law enforcement agencies in Finland based on the official fraud investigation, and at the same time provided that the official request for a refund duly received from the law enforcement agencies in Finland is shared with TrustPay without undue delay.
    2.2. The Merchant shall deal directly with the Payers regarding their claims and complaints.
    2.3. The Merchant shall be entitled to use a return management system for a full or partial reversal of payments processed via Paytrail payments.