



GENERAL TERMS AND CONDITIONS

These general terms determine

INTECH D.O.O. GENERAL TERMS AND CONDITIONS FOR THE IMPLEMENTATION AND RECEIVING PAYMENTS FOR MERCHANTS Version 02, 1.3.3, dated 15.09.2019

and

TERMS AND CONDITIONS – POS Version 01, 1.4-2, dated 15.09.2019

INTECH D.O.O. GENERAL TERMS AND CONDITIONS FOR THE IMPLEMENTATION AND RECEIVING PAYMENTS FOR MERCHANTS Version 02, 1.3.2. – 18.05.2018

1 Definitions and Interpretation

1.1 The following terms when used in this Agreement or any document referred to herein shall have the following meaning:

Agreement and/or **General Terms and Conditions** means these General Terms and Conditions, all websites and addresses quoted hereinafter, documents and the Terms of Use;

Working day means any day other than a Saturday or a Sunday and public holidays in Slovenia or the country in which the transferee/acquirer operates;

Card or Payment Scheme shall mean any card payment systems (such as VISA, MasterCard®, MasterCard Debit, Visa electron or others, including national or local systems) or bank payment scheme (such as direct banking systems, direct debit systems or bank transfer systems);

Confidential Information means any information which is marked as "Confidential" or "Proprietary" or should be reasonably expected to be confidential having regard to the context of disclosure or the nature of the information; including, without prejudice to the generality of the foregoing, the terms of this Agreement as well as business plans, data, strategies, methods, customer and client lists, technical specifications, transaction data and customer data shall be deemed confidential

Gateway Service means any INTECH D.O.O. service using a payment gateway integrated into (but not necessarily hosted on) the Merchant Website for receiving payment instructions from a customer.

Acquirer/Transferee means the payment institution/bank EmerchantPay (ECP) and EMP, 14 Tonbridge Chambers, Pembury Road, Tonbridge, Kent, TN9 2HZ, United Kingdom; Clearhaus, P.O. Pedersens Vej 14, DK-8200 Aarhus N, Denmark, with which the Merchant holds a commercial account.

Payment Facilitator means an intermediary of payment services (eMerchantPay), implementing payment services under the acquiring bank (eCommerceprocessing) which is the provider of such payment services. Accepting an engagement under a Payment Facilitator generally simplifies the procedure of enrolling and including merchants who wish to accept credit card payments online or in physical stores. For this purpose, a merchant must conclude an Agreement for his own merchant or sub-merchant account, acquired by the intermediary of services provided by the acquiring bank (eMerchantPay);

Manual means any of the technical manuals applicable to the INTECH D.O.O. Services, including but not limited to the INTECH D.O.O. Gateway Manual and the Automated Payments Interface Manual, each as amended from time to time and published on the INTECH D.O.O. Website, or, in case of a merchant integration through a third party service provider, any third party integration instructions or manuals;

General Terms and Conditions means these INTECH D.O.O. General Terms and Conditions for the Implementation and Receiving Payments for Merchants.

Merchant means a Legal Person who concluded this Contract for the Use of INTECH D.O.O. Services and accepted these General Terms and Conditions or other terms for the use of INTECH D.O.O. Services;

Merchant's Account means one or several accounts or merchant sub-accounts that the Merchant registered under the acquiring bank (eCommerceprocessing) or with the intermediary of payment services (eMerchantPay) that provides payment services under the acquiring bank (eCommerceprocessing);

Integrator is a Legal Person who integrates the payment module or other INTECH solutions in his services or the services of a client. For clients who use INTECH integrated solutions, the Integrator usually also performs maintenance and is responsible for proper operation of the integrated solutions, within the scope pertaining to his integration;

Merchant's Losses mean any and all actual and reasonably expected losses suffered by the company INTECH D.O.O. or the Transferee/Acquirer on account of fraud, risk, breach of this Contract, breach of the rules governing card and payment system operations or any other reason on the part of the Merchant or Integrator (including all due charges and/or remunerations, settlement costs, penalties, expenses, including fees charged by the operator of the card or payment system), refunds, reasonable fees and expenses of legal and other advisors, court expenses and other expenses for dispute settlement, covered by the company INTECH D.O.O. or the Transferee/Acquirer;

Merchant Product/Service means any product or service offered by a Merchant to its customers and which is ordered, purchased, leased, or otherwise provided to a customer pursuant to a Transaction;

Merchant Website means the website operated by or on behalf of the Merchant (as amended from time to time) through which its customers are able to make Transactions;

INTECH D.O.O. is the trading name of INTECH D.O.O., whose registered office is: Vrhovčeva ulica 10, 1000 Ljubljana.

INTECH D.O.O. Services means any services provided by the company INTECH D.O.O. on the basis of this Contract, including providing technical payment channels, payments with debit and credit cards and other services based on an exclusive agreement by the business clients, limited to technical payment channels and support services. Within the context of their services, INTECH d.o.o. limits itself only to technical integration or technical payment channels, support services, development services etc., and does not implement payment services or other regulated services;

INTECH D.O.O. Website means the website operated by INTECH D.O.O. (as amended from time to time) for the provision of its services, currently accessible at <https://paywiser.eu> excluding any external websites to which the website points by way of hyperlink or otherwise;

PERSON means an individual, a body corporate, an association, a partnership, a trust or any other entity or organization;

Payment card means a credit or debit card or any other payment instrument issued in accordance with a license of a financial institution, the operator of a Card or Payment System and for which the company INTECH D.O.O. has agreed with the Merchant regarding the provision of Technical services that enable transaction and/or payment channels;

SERVICE PROVIDER is a legal person ensuring the operation of services, whether in terms of technical implementation or technical payment channels - INTECH d.o.o., and/or in cases of regulated and/or payment services the Transferee/Acquirer, Payment Facilitator and/or other involved financial institution. In case the Merchant has a separate contract with the Transferee/Acquirer and/or other financial institution, this separate contract replaces the relevant articles from this Contract regarding the contractual relationship Merchant-Transferee/Acquirer;

REGULATORY REQUIREMENTS means any law, statute, regulation, order, judgement, decision, recommendation, rule, policy or guideline passed or issued by parliament, government or any competent court or authority or any payment system (including but not limited to bank payment systems, card payment systems such as Visa, MasterCard, Visa electron etc., or any other payment, clearing or settlement system or similar arrangement that is being used for providing the services hereunder);

Reserve means the amount determined by the company INTECH D.O.O. (at its discretion) in accordance with point 6 to secure eventual claims of the Service Provider against the Merchant;

Rules mean any rules, regulations, procedures, directives and/or waivers issued by the Service Provider, the Card or Payment System Operator, which may be amended or supplemented and which the Merchant must respect when using the Services;

Security means any form of security the company which is the Service Provider (at its discretion) requests of the Merchant, including:

- (i) Reserve and/or
- (ii) Bank Guarantee or any other similar security;

SENSITIVE PAYMENT USER DATA means any sensitive data relating to a Merchant's customer that is stored on a Payment Card, including the PIN, the card verification value (CVV), the card verification value 2 (CVV2), the chip card verification value (CCVV) and the PIN verification value (PVV);

Terms of Use mean the terms and documents that are available on the Service Provider's website or on the websites <https://paywiser.eu/termsandconditions/> and <https://paywiser.eu/termsandconditions/>, setting out the modalities for the use of Service Provider's services. These terms may be amended as needed;

Transaction means any transaction and/or payment, executed between the Merchant and his customer with the use of INTECH D.O.O. technical services and the services of the Service Provider, for the purchase or lease of goods or services from the Merchant and/or any transaction for the cancellation of any such purchase or lease;

Transaction data means all information required or used by an operator of a Card or Payment Scheme in order to process a Transaction;

2 Scope

These General Terms and Conditions set out terms for using INTECH D.O.O. services described in point 4 as well as other services, provided by INTECH D.O.O. to a limited extent which are also subject to terms and conditions for the provision of related services imposed by other participants in the process of accepting payments and other related services.

3 Term

These General Terms and Conditions and the Agreement remain in full force and effect until the Agreement is terminated in accordance with these General Terms and Conditions or the provisions of the Agreement, except that any provisions that are intended to survive the termination of the Agreement in accordance with the Agreement or the General Terms and Conditions, or by their nature, remain in full force in effect after the termination of the Agreement.

4 Description of Services

4.1 INTECH D.O.O. offers services that technically support and/or enable a technical payment channel for payment services with debit or credit cards and possibly other payment methods. The payment service is provided using systems of a regulated financial institution and/or Agreemental processing partner (bank or other financial institution). For merchant sub-accounts under eMerchantPay, all payments from customers, collected and accepted by eMerchantPay, are transferred to the Merchant Account at eMerchantPay within the deadline and in the amount quoted in the relevant statement. The statement entails a list of all translations, commissions and deductions for eventual expenses. None of the participating acquirers accepts Merchants who engage in and/or registered for the following activities: unlicensed gambling platform, pharmaceutical products, nutritional supplements and medicinal products, adult entertainment, the sale of weapons or firearms or any other activities that require an appropriate license, whereby the Merchant is operating without a license.

4.2 The Merchant is aware that the amount on the confirmation of payment to the Merchant Account does not equal the amount of cleared funds. The Merchant is liable for payment of the entire amount and any fees, deducted from this amount, to the company with which the Merchant holds his merchant account or merchant sub-account, if the payment is canceled later, regardless the reason ("Canceled Amount"). If a payment is canceled, the company with which the Merchant holds his merchant account or merchant sub-account shall first debit the Merchant Account for the Canceled Amount and any corresponding fees to chargeback the third party.

If the company with which the Merchant holds his merchant account or merchant sub-account cannot recover the full Canceled Amount and corresponding fees to reimburse the third party from the Merchant Account (including any funds transferred to it after the payment is canceled), the Merchant must pay the Canceled Amount and/or any negative balance on his account by transferring sufficient funds to the account. Failure to do so constitutes a breach of this Agreement.

Payment of the Canceled Amount and/or any negative balance is due immediately without prior notice. The company with which the Merchant holds the merchant account or merchant sub-account reserves the right to issue a debit note or adopt recovery measures at any time. The company with which the Merchant holds the merchant account or merchant sub-account reserves the right to charge the Merchant all costs arising in relation to reminders, debt recovery or enforcement in relation to this matter.

4.3 The Merchant is aware that all INTECH D.O.O. Services that result in the execution of a payment service may only be executed with a Transferee/Acquirer (bank or other financial institution) who can independently and without influence from the company INTECH D.O.O. affect all material procedures related to the provision of INTECH D.O.O. Services. The rules of the Transferee/Acquirer automatically also apply to the Merchant. On account of this, any referenced activity by INTECH D.O.O. is also considered to be partly or entirely also implemented by a related acquirer (INTECH D.O.O. reference) or integrator.

4.4 The acquiring bank or its Payment Facilitator reserves the right to suspend or limit its services and thereby also related INTECH D.O.O. Services until all due claims, charges, penalties, expenses or liabilities on the part of the Merchant are paid in full, but the acquiring bank or its Payment Facilitator are not liable for any material or other damages on account of this that could arise for the Merchant, directly or indirectly.

4.5 The service provider, acquiring bank or its Payment Facilitator reserve the right to suspend the Merchant account or sub-account at any time at their sole discretion (or limit some functionalities such as uploading, receiving, sending and/or withdrawing funds) in the following cases:

4.5.1 where the SERVICE PROVIDER thinks this is necessary or desirable to protect the Merchant Account; or

- 4.5.2 where transactions (actually or according to the SERVICE PROVIDER), executed with the use of the SERVICE PROVIDER's services and/or payments executed in this way are:
- (i) illegal or in any way conflict with applicable legal provisions or honest business practices;
 - (ii) incompatible with this Agreement or safety requirements of the Merchant Account; or
 - (iii) suspicious, unlawful or fraudulent, related to money laundering, the financing of terrorism, fraud or other illegal activities;
- 4.5.3 where the Merchant (actually or according to the SERVICE PROVIDER) is insolvent, in the process of liquidation, in a bankruptcy and/or liquidation procedure, compulsory wind-up, compulsory arrangement with creditors or any similar process; or
- 4.5.4 if the Merchant (actually or according to the SERVICE PROVIDER) cannot or will not be able to ensure his Products/Services to his customers and/or in any other way meet provisions of the Agreement, concluded with his clients and/or customers; or
- 4.5.5 where Transactions and/or payments are executed for the sale of Products and/or Services that do not fall within the scope of agreed upon business activities of the Merchant, or if the Merchant carries out a transaction and/or payment and does not provide the appropriate Products and/or Services and/or if the Merchant is a third party that only processes the Products and/or Services and does not supply them; or
- 4.5.6 where a change or changed circumstances arise on the part of the Merchant (including a deterioration of or change in the Merchant's financial position), or a change in the Merchant's business operations in the provision of his Products/Services which the SERVICE PROVIDER considers, at his own discretion, as essential for the continued provision of the SERVICE PROVIDER's services; or
- 4.5.7 where essential circumstances, necessary for the provision of Services of the SERVICE PROVIDED as defined in **point 5.17**, change; or
- 4.5.8 where the SERVICE PROVIDER considers that the number of chargebacks or claims on account of non-delivery of the Merchant's Products/Services incurred in relation to the Merchant is unreasonable.
- 4.5.9 the SERVICE PROVIDER determines that the Merchant is engaged in and/or registered for the following activities: unlicensed gambling platform, pharmaceutical products, nutritional supplements and medicinal products, adult entertainment, the sale of weapons and firearms, and other activities that require an appropriate license, whereby the Merchant is operating without a license.
- 4.6 The SERVICE PROVIDER reserves the right to suspend the Merchant Account or limit some functionalities such as uploading, receiving, sending and/or withdrawing funds at its sole discretion, if this is necessary or required based on relevant or applicable laws and legal provisions or decisions.
The company INTECH D.O.O. shall make every effort to inform the Merchant of any temporary or permanent suspension of services and state reasons for this, unless such actions are prohibited to the company INTECH D.O.O. by legal or other provisions or based on a decision by a competent court or authority.
- 4.7 In case the SERVICE PROVIDER temporarily suspends the Merchant Account and/or his own services, if reasons for the temporary suspension cease to exist, the SERVICE PROVIDER may reinstate the account or again enable services and, if necessary and as soon as it is feasible, provide new security details (passwords).
- 4.8 Notwithstanding clause 4.3, where the Merchant acts as a payer INTECH D.O.O. reserves the right to suspend at any time the Merchant Account login, password and other security details ("Security Features") if Transactions are made which INTECH D.O.O. has reasonable grounds to believe relate to
- (i) the security of the Security Features; or
 - (ii) unauthorized or fraudulent use of Security Features.
- In case of any such suspension, the company INTECH D.O.O. shall inform the Merchant of this fact in advance, if this is not possible, as soon as it is feasible, and also state the reasons for the suspension. INTECH is not obliged to inform the Merchant in case of illegal activities or if it would present a breach of security. As soon as reasons for the suspension cease to exist, the company INTECH D.O.O. shall, as soon as possible, reinstate Security Features.
- 4.9 The Merchant acknowledges and agrees that the INTECH D.O.O. operates solely as a payment facilitator and that INTECH D.O.O.:
- (i) under no circumstances functions as a seller, buyer, dealer, middleman, retailer, auctioneer, supplier, distributor, manufacturer, broker, agent or merchant of Merchant Product/Service; and
 - (ii) does not offer any guarantees or securities for the Merchant's Products/Services and does not vouch for their quality, security or legality.
- 4.10 The Merchant confirms and agrees that any dispute arising on account of a Merchant's Product/Service or in relation to it, always presents a dispute between the sender and recipient of funds and/or the supplier and the recipient of goods or services. Any Transaction related to Merchant's Products/Services shall only be binding for the Merchant.

In such cases, the company INTECH D.O.O. shall not take any responsibility and will not be party in any eventual disputes that arise in connection with performance and responsibility issues related to the supply, quality, quantity and use of Merchant's Products/Services. Notwithstanding the provisions on limitations of liability in points 13.1 and 13.2, the Merchant is obliged to reimburse the company INTECH D.O.O. all costs (including any legal costs and costs of experts), any loss and damages the company INTECH D.O.O. suffers or incurs as a result of any claims submitted by a third person in connection with any Merchant's Products/Services.

4.11 The SERVICE PROVIDER may suspend a service without prior notice if he is technically unable to provide the service on account of an error, malfunction, natural or other disasters or similar reasons, or if a suspension of services is necessary due to network maintenance. The SERVICE PROVIDER shall endeavor to make the interruption as short as possible.

5 Obligations

5.1 INTECH D.O.O. shall make available to the Merchant and its customers the INTECH D.O.O. Services as specified in this Agreement and as further described on the INTECH D.O.O. Website.

5.2 Based on the information provided by the Merchant about its business, INTECH D.O.O. shall, at its reasonable discretion in consideration of the Rules,

- (i) assign a Payment Card acceptor code ("Merchant Category Code (MCC)") to the Merchant, or;
- (ii) instead include the Merchant into an aggregated acceptance of payments under the merchant account of the Payment Facilitator;
- (iii) Either conclude a three-party Agreement between INTECH d.o.o., the Merchant and the Transferee/Acquirer, or two separate Agreements between INTECH d.o.o. and the Merchant and the Transferee/Acquirer and the Merchant.

5.3 The Merchant shall register as a Merchant on the INTECH D.O.O. website. INTECH D.O.O. shall transmit the Merchant's information on behalf of the Merchant and his review of the Merchant's profile to the Transferee/Acquirer and be responsible for the communication between the Transferee/Acquirer and the Merchant. If the Transferee/Acquirer decides to open the Merchant's merchant account, the Merchant authorized INTECH D.O.O. to freely manage this account in terms of cooperation in the opening of the account, updating the Merchant's data on this account and closing the account. The recipient of account funds may only be the Merchant himself, which is why the Merchant undertakes to take care of his account. As part of the registration procedure, the Merchant shall accept the Terms of Use and the General Terms and Conditions and thus enter into Agreement with the company INTECH D.O.O.

5.4 The Merchant shall integrate INTECH D.O.O. Services into his website or POS system and use them in accordance with appropriate manuals and regulations.

- (i) If the Merchant has an Integrator, INTECH d.o.o. shall Grant the Integrator access to data in the Merchant's control panel so he may check the proper functioning of the service and use it as an information tool to eliminate eventual errors that arise in the processing of payments. All data, otherwise visible to the Merchant, is visible, among others also the agreed upon Merchant's costs, transactions, the Merchant's turnover etc.

5.5 Upon concluding an Agreement, the Merchant shall notify INTECH D.O.O. about the size of the company and about its monthly turnover.

5.6 The Merchant acknowledges and agrees that

- (i) it complies with the Rules as amended from time to time;
- (ii) in the event of inconsistency between the Agreement and the Rules, the Rules shall, to the extent of the inconsistency, prevail; and that Card or Payment Schemes have the right to enforce any provisions of the Rules and to prohibit the Merchant from engaging in any conduct they deem could injure or create a risk of injury, including injury to reputation, to any Card or Payment Scheme, or that could adversely affect the integrity of any system of any Card or Payment Scheme.
- (iii) The Merchant shall not take any action that could interfere with or prevent the exercise of this right by any Card or Payment Scheme.

5.7 The Merchant grants INTECH D.O.O. the right to access the Merchant Website for the purpose of conducting manual checks or automated searches in order to investigate the accuracy of information contained on the Merchant Website in relation to the INTECH D.O.O. Services.

5.8 The Merchant further grants INTECH D.O.O. and/or any Card or Payment Scheme the right to inspect the business premises of the Merchant, its technical service providers and any other sub agreementors engaged in connection with the submission and processing of Payment Card Transactions, to audit compliance with the Agreement, in particular the organizational and security measures for prevention of abuse of the Merchant's system. The Merchant shall assist INTECH D.O.O. and/or any Card or Payment Scheme in and facilitate such audits without limitation and at its own cost.

5.9 In addition to the security requirements set forth in the Terms of Use, the Merchant shall enable the login restriction tools offered in the "Merchant Tools" section of the INTECH D.O.O. Website for both the Automated Payment Interface (as defined in the Manuals) and the Merchant Account login through the INTECH D.O.O. Website. The Merchant shall further restrict any login to its Merchant Account to only one or a range of IP addresses. If the Merchant has registered more than one Merchant Account, the foregoing shall apply to all Merchant Accounts.

5.10 The Merchant shall submit to INTECH D.O.O. for pre-approval the content of every website that the Merchant intends to connect to its Merchant Account for accepting payments. The same applies if the content of the Merchant's website materially changes, including but not limited, to a material change of the Merchant Product/Services offered on the Merchant's Website.

5.11 The Merchant Website shall contain all of the following information:

- (i) Payment Card logos, trade names and signs (the "Marks") in full color to indicate Payment Card acceptance;
- (ii) description of the Merchant Product/Services;
- (iii) customer service contact, including electronic mail address or telephone number;
- (iv) address of the Merchant's permanent establishment;
- (v) Transaction currency;
- (vi) export restrictions (if known);
- (vii) delivery policy;
- (viii) disclosure of the country in which the Merchant is located at the time of presenting payment options to the customer;
- (ix) consumer data privacy policy;
- (x) security capabilities and policy for transmission of Payment Card details.
- (xi) any other information regarding the Products/Services offered by the Merchant as may be required by law

5.12 Without prejudice to payments prohibited under the Terms of Use, the Merchant shall not receive payments as consideration for the delivery of tobacco products, prescription or non-prescription drugs, pornographic content or services, illegal downloads, illegal gambling or goods or services infringing intellectual property rights of a third party, or for any other goods or services the offering or provision of which is illegal under applicable law.

5.13 The Merchant shall co-operate with the SERVICE PROVIDER in researching any alleged unlawful, fraudulent or incorrect operations.

5.14 When these General Terms and Conditions enter into force and, where appropriate, also later, the Merchant shall provide the company INTECH D.O.O. all necessary information which the company INTECH D.O.O. requires for the purposes of ensuring compliance with legal and regulatory requirements, including information regarding the Merchant's business operations, company structure, shareholders, partners, members, CEOs, employees or in case of associations and/or clubs also information about their members. At the request of the company of the SERVICE PROVIDER, the Merchant shall provide copies of financial documents and information as well as other information regarding his business operations, including banking and/or trade data.

5.15 The Merchant hereby authorizes and consents to INTECH D.O.O. obtaining credit and financial information relating to the Merchant from any third parties and to undertake credit and financial reviews on the Merchant at its sole discretion.

5.16 The Merchant authorizes INTECH D.O.O. to represent the Merchant before the acquiring bank. The Merchant also authorizes INTECH D.O.O. to replace the provider or sub-provider of any part of the payment system at its own discretion, provided that such replacement does not disadvantage the Merchant in any way.

5.17 The Merchant shall promptly inform INTECH D.O.O. in writing of any changes to:

- (i) the current address of each of its offices
- (ii) any of the "doing business as" names and/or URLs used by the Merchant;
- (iii) all its business (including any change of control or constitution), business model; or
- (iv) the goods and/or services he is selling, leasing or distributing; all changes in legal or regulatory requirements regarding his business operations and revocation of licenses he requires to conduct his business operations that could have a negative effect on the provision of SERVICE PROVIDER's services; or
- (v) the Merchant's credit and/or financial standing ("Material Change") as soon as the reasons for the change arise or in any case before appropriation or execution of payments related to the Material Change.

Without applying liability limits in points 13.1, 13.2 and 13.3, the Merchant must reimburse the SERVICE PROVIDER all losses arising from non-compliance with the obligation to inform the SERVICE PROVIDER of all changes that are relevant to ensure compliance with legal requirements applicable to the SERVICE PROVIDER or the Merchant.

If the Merchant does not inform the Service Provider of the changes in due time (within 8 working days) or withholds any changes that could affect the Agreemental relationship between INTECH and the Merchant (e.g. change of ownership, activity, any company data, insolvency, any information that threaten the Merchant's business activities, changed IBAN account number, increased risk etc.), the company INTECH d.o.o. reserves the right to inform the Transferee/Acquirer and demand the Merchant's payments and his account are suspended, his funds reserved and/or the Agreement terminated. If INTECH's measures incur costs to INTECH, the company reserves the right to transfer these costs to the Merchant and transmit them to the Transferee/Acquirer to take them into account in payments or subsequent invoices.

Irrespective the above, the company INTECH D.O.O. reserves the right to invoice the Merchant for any eventual incurred costs which the Merchant must pay within 8 days.

The company INTECH d.o.o. reserves the right to charge the Merchant 10 € for minor (change of a bank account number) and 99 € for complex administrative changes (change in company ownership, new factors etc.). These costs do not include VAT.

5.18 The Merchant shall not charge his customers a processing fee, markups or other surcharges for making payments with the use of SERVICE PROVIDER's services.

5.19 The Merchant shall provide his customers a clear and fair return and refund policy. Upon request, the Merchant shall provide the SERVICE PROVIDER a copy of his rules and/or regulations regarding returns and refunds, and inform the company INTECH D.O.O. of any subsequent amendment of such rules and/or regulations.

5.20 The Merchant shall provide customer service in all languages supported by the payment page of the Merchant Website used by the Merchant to initiate Payment Card Transactions.

5.21 The Merchant shall ensure that all Transactions with payment cards he submits to the company INTECH D.O.O. for further processing comply with relevant rules and legislative provisions

6 Reserve and Security

6.1 The SERVICE PROVIDER may demand a Reserve or Security of the Merchant to secure the Merchant's Agreemental obligations or to ensure a source of funds for payment of actual or reasonably expected claims, losses, compensations for damages, penalties and expenses.

6.2 If the SERVICE PROVIDER demands a Reserve from the Merchant, the Merchant agrees that the Transferee/Acquirer has the right to prevent the Merchant from withdrawing an amount from his account or deduct an amount defined by the SERVICE PROVIDER (at his discretion) when settling accounts. The other possibility is that the SERVICE PROVIDER, at his discretion, elects a bank guarantee as a Security. In this case, the Merchant shall, at the request of the SERVICE PROVIDER, procure a bank guarantee in favor of the SERVICE PROVIDER in a form, acceptable for the SERVICE PROVIDER, and in the amount determined by the SERVICE PROVIDER. The Security shall remain regardless of any termination of this Agreement for as long as there are remaining or contingent liabilities of the Merchant towards the SERVICE PROVIDER. The amount of the Reserve (whether expressed as an absolute amount or a percentage of previous payments into the Merchant Account) shall be determined by the SERVICE PROVIDER from time to time at his sole discretion. Where a Reserve has not been established at the commencement day of this Agreement, the company INTECH D.O.O. shall Immediately inform the Merchant in writing of the imposition of a Reserve, the method of its calculation, its amount as well as any increase or reduction in the Reserve amount at any time during the term of this Agreement. Upon conclusion of this Agreement, the amount of the reserve of funds amounts to 0-15 % of funds, received on the Merchant's merchant account at the Transferee/Acquirer in the rolling period of 180 days. The Reserve shall be accounted for and held by the Transferee/Acquirer and released at the appropriate time and in the appropriate amount with regard to the accounting timeline and eventual costs charged. The SERVICE PROVIDER may (in case he considers the risk factors have changed significantly), at his sole discretion, also demand other forms of Securities for the Merchant's liabilities, whereby he must inform the Merchant of this in writing. The Merchant undertakes to perform any subsequent actions (including drafting and registering all documents) necessary to procure a Security at his own expense.

6.3 Notwithstanding the provisions of point 6.1 and 6.2, the SERVICE PROVIDER may determine a higher Reserve amount for the Merchant in the following cases:

- (i) The risk of the Merchant ceasing or transferring its business or a substantial part thereof;
- (ii) the risk of the Merchant materially altering the nature of its business;
- (iii) If the Merchant's business activities carry a higher than normal risk of chargebacks or other reversals of customer payments;
- (iv) the Merchant's overall financial standing;
- (v) the risk of the Merchant becoming insolvent or otherwise unable to pay debts as they fall due;
- (vi) where the SERVICE PROVIDER receives a disproportionately large number of customer complaints, chargebacks or other returns of payments, fines, penalties or other liabilities in relation to the Merchant or the Merchant Account; or

(vii) where the SERVICE PROVIDER considers that the Merchant will not be able to perform his obligations under this Agreement.

6.4 The Merchant undertakes to provide the SERVICE PROVIDER, at his request and at the expense of the Merchant, all information regarding his financial and operational status, including information about related companies, financial statements of the Merchant and related companies at the day as determined by the SERVICE PROVIDER.

6.5 The SERVICE PROVIDER has the right to offset eventual claims, costs, charges, penalties and expenses from the Security and/or Reserve and/or the balance of the Merchant Account at any time without prior notice.

In case the Merchant does not have enough reserves to cover the stated claims of the SERVICE PROVIDER, he shall, upon request of the SERVICE PROVIDER, pay the Transferee/Acquirer into the Reserve or wire a sufficient amount to his account to cover the stated losses so the SERVICE PROVIDER may offset his claims.

6.6 If the Merchant has a negative balance on his Account and/or in any other way becomes responsible for reimbursement, he must settle such a negative balance immediately or wire an appropriate amount to the Transferee/Acquirer within eight (8) days after the SERVICE PROVIDER asks him or issues a request for such payment. Regarding arrears, the SERVICE PROVIDER has the right to charge interest in the amount of 5% above the currently applicable annual interest rate between related entities.

7 Warranties

Each party warrants and represents to the other party that:

7.1 it has and will maintain all required rights, authorizations and permissions (in case of the company INTECH D.O.O. permissions of their Transferees/Acquirers) to enter into this Agreement and fulfill its obligations under this Agreement and the Terms of Use;

7.2 it will perform its obligations hereunder with reasonable skill and care; and

7.3 it has in place and will maintain adequate facilities (including staff training, internal controls and technical equipment) to comply with its data protection, in the case of INTECH D.O.O. with the UK Data Protection Act, and confidentiality obligations hereunder.

8 Additional Merchant Warranties

The Merchant warrants and represents that:

8.1 a person authorized to represent the Merchant will always be available at the company's registered office (in any legal form, e.g. d.o.o.) and the Merchant shall provide the SERVICE PROVIDER contact details of this person;

8.2 it will deliver the Merchant Products/Services to its customers without undue delay;

8.3 the Products/Services the Merchant offers to his customers comply with all applicable legislation;

8.4 the Merchant has at all times all requisite licenses and permits in place to engage in the advertising and provision of its goods and services; and

8.5 any change of this Agreement, General Terms and Conditions and Terms of Use published on the INTECH D.O.O. website shall represent a valid amendment of this Agreement.

8.6 the Merchant has, at all times, all necessary licenses and permit for advertising and providing the goods and services; and

8.7 it is not receiving funds in connection with any illegal, fraudulent, deceptive or manipulative act or practice and that the Merchant is not sending or receiving funds to or from an illegal source.

9 Fees

9.1 The fees the Merchant is obliged to pay the SERVICE PROVIDER for the use of his services are set out in the general price list which is accessible on the website <http://www.paywiser.eu/> as well as websites of the Transferee/Acquirer, unless indicated otherwise in the Agreement.

9.2 Notwithstanding the provision of Article 9.1, INTECH D.O.O. shall charge according to the pricelist.

9.3 Unless otherwise indicated, fees are quoted in Euro.

9.4 The minimum chargeback fee and the minimum refund fee in case of the full or partial cancellation of a transaction will be charged according to the fee schedule of the acquiring bank as applicable from time to time

9.5 All fees are quoted exclusive of any eventual value added tax or financial transaction tax. According to current legislation, fees are not subject to value added tax or financial transaction tax. In case the legislation changes, the SERVICE PROVIDER shall add any eventual tax to the existing fees.

9.6 Any fee payable by the Merchant shall be deducted from the Merchant Account balance. If the Merchant Account net balance is negative in a specific period, INTECH D.O.O. reserves the right to invoice the Merchant for any shortfall.

All costs of transactions and other costs and fees are listed in the general price list available at <http://www.paywiser.eu/> and websites of the Acquirer. Up to a total monthly turnover of EUR 200 (for E-Commerce) and EUR 50 (for POS), the Merchant will only receive monthly transaction reports and will not receive any payments. Payment will be made in the following accounting period, when the Merchant exceeds the quoted amount, unless indicated otherwise in the Agreement.

9.7 The fees are subject to change pursuant to clause 10.

9.8 Where the SERVICE PROVIDER is unable to settle the refund from the settlement, he shall issue the Merchant an invoice for the amount owed.

Claims must be settled within fifteen (15) days of the date of the invoice. In case of overdue payments, the SERVICE PROVIDER reserves the right to charge interest in the amount of 5% above the base lending rate and/or terminate the Agreement with immediate effect by giving the Merchant a written notice.

10 Change of Terms and Conditions

This Agreement is subject to change from time to time. **The changed General Terms and Conditions e-commerce and POS will be published on the website at <https://paywiser.eu/termsandconditions/>.** Unless otherwise agreed, changes may be made by notice from INTECH D.O.O. to the Merchant under the following procedure:

10.1 INTECH D.O.O. shall notify the Merchant about any proposal for change of these Terms and Conditions with a Change Notice for the Terms and Conditions published on its website, <https://paywiser.eu/>. Furthermore, INTECH D.O.O. reserves the right to change the instructions and technical specifications, which will be published and notified to the Merchant in the same manner. Upon the publication of any changes to these General Terms and Conditions or the instructions or technical specifications at the above web address, the Merchant is deemed to have taken note of such changes.

10.2 INTECH D.O.O. shall send a Change Notice for the Terms and Conditions to the Merchant with a memorandum to the Merchant's last known address or the last known address of its branch and/or via e-mail to any e-mail address that the Merchant registered with INTECH D.O.O.

If INTECH D.O.O. chooses to notify the Merchant of any changes in writing, the Merchant is deemed to have taken note of the changes on the day on which the Merchant receives the letter or email if such letter or email is received by the Merchant before such changes are published on the website, and in any case on the date of the publication of the changes at <https://paywiser.eu/termsandconditions/>.

10.3 Changes enter into force automatically on the date listed in the publication for the change on the INTECH D.O.O. website, or

(i) one (1) month after publication on the website <https://paywiser.eu/termsandconditions/> or receipt of Notice on changes of Terms and Conditions, unless the Merchant notifies INTECH D.O.O. in writing that he rejects the changes (Notice of Rejection). In extraordinary circumstances, where changes might be due to measures for ensuring security and integrity of INTECH D.O.O. Service, this deadline may be shorter.

(ii) Conditions of Article 10 apply regardless of the size of the Merchant and its turnover.

10.4 In the Change Notice, INTECH D.O.O. may also define a different effective date for the changes.

10.5 If INTECH D.O.O. does not receive a Notice of Rejection in the stipulated time, the Merchant is considered to be in agreement with the changes.

10.6 The Merchant has the right to terminate this Agreement with immediate effect at any time before any change stipulated in the Change Notice becomes effective.

10.7 If the Merchant send a Notice of Rejection, this Agreement is considered terminated one day before changes become effective, in accordance with Article 10.3, unless the parties agree otherwise.

11 Taxes

It is the Merchant's responsibility to determine which, if any, taxes apply to the payments received, and to report and remit the correct tax to the appropriate tax authority. INTECH D.O.O. is not obligated to determine whether taxes apply, and is not responsible to collect, report, or remit any taxes arising from any Transaction.

12 Intellectual Property

12.1 For the duration and strictly for the purpose of this Agreement, the parties grant each other a nonexclusive, worldwide, royalty-free, non-transferable license to copy, use and display any logo, trademark, trade name or other intellectual property owned by, or licensed to the other party, to the extent that INTECH D.O.O. is entitled to grant a sublicense.

12.2 Any use, adaptation or amendment of intellectual property (except for non-material adaptation or amendments necessitated by the use for a particular purpose as contemplated by the parties) shall be subject to prior written approval by the party licensing the intellectual property in question. No party shall use the other party's intellectual property or mention the other party in any public communication without the first party's prior written approval.

12.3 Except as expressly stated, nothing in this Agreement shall grant or be deemed to grant to any party any right, title or interest in any logos, trademarks, trade names or other intellectual property licensed to that party by the other party.

12.4 In using the other party's intellectual property (or intellectual property licensed to that other party by a third party), each party shall follow the other party's reasonable instructions having regard to the purpose of such use under this Agreement and the jurisdiction in which the other party's intellectual property is used.

12.5 With respect to intellectual property owned or licensed by Card or Payment Schemes, the Merchant shall also follow instructions given by the relevant Card or Payment Scheme. The Merchant shall not use such intellectual property in a way that is or may be detrimental to the business or brand of the relevant Card or Payment Scheme.

12.6 Each party warrants and represents that it owns or has the right to use and sub-license any intellectual property which it uses or licenses for use to the other party.

12.7 The Merchant acknowledges and agrees

- (i) that it complies with the provisions of the Rules that are relevant to the use of the Marks
- (ii) that the relevant Card or Payment Schemes are the sole and exclusive owners of the Marks;
- (iii) not to contest the ownership of Marks of INTECH D.O.O. for any reason;
- (iv) that the relevant Card or Payment Scheme may at any time, immediately and without advance notice, prohibit the Merchant from using any Mark for any reason.

12.8 INTECH D.O.O. may request any changes to the Merchant Website that it deems necessary or appropriate to ensure that the Merchant is in compliance with the Rules governing the use of the Marks.

12.9 Without prejudice to its right to give instructions under clause 12.4, INTECH D.O.O. reserves the right at any time and in its sole discretion to require the Merchant to stop displaying, distributing or otherwise making use of the intellectual property licensed to the Merchant by INTECH D.O.O.

12.10 In case of any infringement of intellectual property, the Merchant shall make all efforts to prevent any further loss or damage and shall hold the injured parties harmless against any and all actions, costs or damages brought or claimed by third parties. If any such claims are brought, the Merchant shall indemnify the injured party for any resulting losses.

13 Liability

13.1 The parties agree that the SERVICE PROVIDER is not liable for any damages incurred by the Merchant as a result of actions or infringements of third parties.

13.2 Notwithstanding any other provision, the joint liability of INTECH D.O.O., including Agreements, damages, negligence, or others related to this Agreement, for any period of 12 months, is limited to the lower amount of the following:

- (i) EUR 10,000 (ten thousand) or
- (ii) total amount of fees received in the last 12 months or the start of cooperation. (if less than 12 months)

13.3 The Agreeing parties may be liable for the following:

- (i) fraud and fraudulent misrepresentation;
- (ii) non-performance of fee payments or payments to the Merchant in accordance with this Agreement
- (iii) willful and malicious misconduct;
- (iv) or a breach of clause 14

13.4 An additional exclusion of liability under Article 13 is possible only on the grounds of agreement between the Agreeing parties.

13.5 In case of a breach by the Merchant, of any of the clauses 5.4 to 5.14, clause 7, clause 8, or clause 12 (with regard to intellectual property licensed to the Merchant under a sub-license granted by any Card or Payment Scheme):

- (i) the liability restrictions of clauses 13.1 shall not apply;
- (ii) the Merchant shall indemnify the SERVICE PROVIDER against all third-party claims, losses, damages, fines and/or penalties, arising out of or in connection with such breach;
- (iii) provided always that any contributory negligence on INTECH D.O.O. part shall be considered so as to reasonably and proportionately reduce the Merchant's liability under this clause.

13.6 INTECH D.O.O. shall not be liable for any of the following:

- (i) hardware, software or internet connection is not functioning properly;
- (ii) any suspension or refusal to accept payments which INTECH D.O.O. reasonably believes to be made fraudulently or without proper authorization;
- (iii) the payment instructions received contain incorrect or improperly formatted information;
- (iv) unforeseen circumstances preventing the proper performance despite any reasonable precautions taken by INTECH D.O.O. Such circumstances may include but are not limited to acts of God, power outages, fire, flood, theft, equipment breakdowns, hacking attacks, internal mechanical or systems failures as well as downtimes of the INTECH D.O.O. Website.

13.7 The Merchant shall be liable for all its losses, including those arising from its operations, except for losses that are directly caused by non-performance of obligations by INTECH D.O.O. The Merchant must notify INTECH D.O.O. immediately upon becoming aware of a loss. The Merchant must appropriately ensure that this loss is as small as possible, and take active measures to:

- (i) minimize the losses or damages incurred by it due to the fault of INTECH D.O.O.;
- (ii) minimize the amount payable by INTECH D.O.O. to the owners of the card or payment system due to the Merchant's loss.

The company INTECH d.o.o. undertakes to, in case of unforeseen circumstances, minimize such costs in the shortest time possible. If the Merchant does not agree with the solution and measures taken by the company INTECH d.o.o. to minimize damages, the Merchant must cover the costs himself and indemnify the company INTECH of all liabilities regarding incurred costs, direct and indirect consequences, related costs, loss of business, reputation etc.

13.8 The Merchant undertakes to monitor the system operations and results of transactions in real-time himself and immediately report any issues with the system to INTECH D.O.O. in adequate detail by email as well as by telephone. INTECH is not liable for any consequences that could arise if the Merchant does not notice the issue or notices it too late or if the Merchant reports a fault in the system operation in an incomplete way.

13.9 The Merchant shall keep records of all purchases of products and services made using INTECH D.O.O. Services. The Merchant shall keep copies of receipts for purchases of goods or services (including invoices, bills and all other documentation evidencing the order of goods or services).

13.10 The Merchant warrants and represents that it will not abuse or attempt to abuse the services hereunder, make or attempt to make any unauthorized access to the services or use or attempt to use the services in an unauthorized manner not in accordance with this Agreement, the instructions or any other directions received from INTECH D.O.O. and that it has all the necessary permits and approvals to use the services in accordance with this Agreement. In case of any breach of its warranties and representations under this Article 13.10, the Merchant shall be fully liable for any losses or damages incurred by INTECH D.O.O. or any third party.

13.11 The Merchant shall ensure that its customers take note of its general terms and conditions or the documents containing such terms and conditions. The Merchant shall do so by including the text of its general terms and conditions in the dashboard in all the languages in which it operates. As part of the payment process (in the online payment form), customers must confirm that they agree to the Merchant's general terms and conditions by ticking the relevant checkbox, beside which a link to the Merchant's general terms and conditions must be provided. It must not be possible for a customer to complete the payment without ticking the checkbox.

If the Merchant does not use a preset online payment form (e.g. in case of implementation using an API) or has deactivated the relevant checkbox, the Merchant assumes full liability and responsibility for its customers' knowledge of and agreement to its general terms and conditions and INTECH D.O.O. is released from any liability and responsibility for such customers' knowledge of and agreement to the Merchant's general terms and conditions.

14 Confidentiality

14.1 During the term of this Agreement and thereafter, each party shall use and reproduce the other party's Confidential Information only for purposes of this Agreement and only to the extent necessary for such purpose and will restrict disclosure of the other party's Confidential Information to its employees, consultants, advisors or independent Agreementors with a need to know and will not disclose the other party's Confidential Information to any third party without the prior written approval of the other party.

14.2 Notwithstanding the foregoing, it will not be a breach of this Agreement for either party to disclose Confidential Information of the other party if required to do so under law or in a judicial or governmental investigation or proceeding.

14.3 The confidentiality obligations shall not apply to information that:

- (i) is or becomes public knowledge through no action or fault of the other party;
- (ii) is known to either party without restriction, prior to receipt from the other party under this Agreement, from its own independent sources as evidenced by such party's written records, and which was not acquired, directly or indirectly, from the other party;
- (iii) either party receives from any third party reasonably known by such receiving party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; or
- (iv) information independently developed by either party's employees or agents provided that either party can show that those same employees or agents had no access to the Confidential Information received hereunder.

14.4 INTECH D.O.O. shall make reasonable efforts within the services hereunder and within its technical capability to protect the confidentiality and security of the data of the Merchant and its customers. INTECH D.O.O. will not be liable for any unauthorized access to and/or loss of data entered or stored by the Merchant as part of the services. The Merchant waives any and all claims against INTECH D.O.O. in this regard.

15 Data Protection and Information Security

15.1 Each party, when acting as data processor, shall process personal data in accordance with Regulatory Requirements governing the protection of confidential information and personal data within the territory in which the party is registered and operates.

15.2 Where one party acts as the data processor ("Data Processor") of personal data processed by the other party as data controller ("Data Controller"), the Data Processor shall at all times follow the Data Controller's reasonable instructions with regards to the personal data processed.

15.3 In case the Merchant integrates any fast registration gateway functionality as further described in the relevant Manuals in order to facilitate payments by new INTECH D.O.O. customers, the Merchant shall procure all necessary consents from such customers to process and share with INTECH D.O.O. any data required to facilitate the use of such fast registration functionality.

15.4 In case the Merchant integrates any fast registration gateway functionality as described in the relevant manuals in order to facilitate payments for new SERVICE PROVIDER customers, the Merchant shall procure all necessary consents from such customers to process their data required for system operation and share this data with the SERVICE PROVIDER if so necessary.

15.5 Where the Merchant is processing or storing Sensitive Payment User Data, the Merchant represents, warrants and undertakes to comply fully with the Payment Card Industry Data Security Standard in force from time to time (PCI DSS).

15.6 Upon written request of the SERVICE PROVIDER (whether acting for himself or on behalf of an operator of a Card or Payment Scheme), the Merchant shall, within three (3) working days, provide the SERVICE PROVIDER the following data:

- (i) a copy of the quarterly system scan results, where the Merchant is required to undertake such scans.
- (ii) the manner in which this is stored by the Merchant;
- (iii) a copy of the Merchant's PCI DSS certificate of compliance;
- (iv) a copy of the Merchant's attestation of compliance and a copy of the quarterly system scan results, where the Merchant is required to undertake such scans.

15.7 In addition, the Merchant shall immediately inform the SERVICE PROVIDER of any suspected or confirmed loss of or unauthorized access to sensitive data regarding users' means of payment and shall, as soon as reasonably practicable, seek to identify and remedy the source of such loss or breach. The Merchant shall provide access to and fully co-operate with the SERVICE PROVIDER (or an independent third party which may be nominated by INTECH D.O.O., an operator of a Card or Payment System or a Regulator) in the investigation of any such loss or security breaches.

16 Termination

16.1 Without prejudice to termination rights under the Terms of Use, INTECH D.O.O. may terminate this Agreement immediately:

- (i) the Merchant files a petition for bankruptcy, becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or a receiver is appointed for the Merchant or its business, or the Merchant goes into liquidation either voluntarily (otherwise than for reconstruction or amalgamation) or compulsorily;
- (ii) upon the occurrence of a material breach of this Agreement by the Merchant if such breach is not remedied within five (5) business days after written notice is received by the Merchant identifying the matter or circumstances constituting the material breach; or
- (iii) at its sole discretion or at the direction of any Card or Payment Scheme for activity deemed to be fraudulent or otherwise wrongful;
- (iv) the Merchant violates or fails to comply with any applicable law, regulation or any order by a competent court or government authority;
- (v) INTECH D.O.O. or any operator of a Card or Payment Scheme ceases to be authorized to provide the services under this Agreement;
- (vi) in the event that the Merchant has not used INTECH D.O.O. Services for over 3 months
- (vii) in the event that the Merchant does not agree with the changed Terms and Conditions he was informed of or were published on <https://paywiser.eu/termsandconditions/> or does not comply with written instructions, by the date listed as the effective date of a specific document. In the event of termination of the Agreement under Article 16.1 herein, the Merchant must reimburse the SERVICE PROVIDER for costs incurred due to the termination. Both parties to this Agreement may withdraw from it without giving any reason with a three-month (3) notice.

16.2 If the merchant withdraws from the Agreement (within a period of two years after the signing of the Agreement) he is obliged to reimburse the disconnection costs in the amount of 250 €. The amount will be settled from the rolling reserve and / or current merchant's turnover.

16.3 If the Merchant does not have any transactions in period of three (3) months or sum of the transactions in the same period are under 50€, the Intech has a right to withdraw from the Agreement. The Merchant is obligated to reimburse the disconnection costs in the amount of 250€. The amount will be settled from the rolling reserve and / or outstanding payments or the merchant will be invoiced in case the Merchant does not have sufficient funds on their account.

16.4 If the Merchant does not have any transactions in period of three (3) months or the sum of the transactions in the same period amount to less than 50 EUR, INTECH D.O.O. has a right to withdraw from the Agreement. The Merchant is obligated to reimburse disconnection costs in the amount of 250 €. The owed amount will be settled from the rolling reserve and/or current balance of the Merchant or the Merchant will be invoiced in case he does not have sufficient funds on his account.

16.5 If the Merchant does not have sufficient funds to settle the costs referred to in point 16.3., arising out of the withdrawal from the Agreement, INTECH D.O.O. will issue an invoice for the said amount, which the Merchant is obliged to settle within 8 days of receiving it.

17 Assignment, Third Party Rights

17.1 The Merchant may not assign any of its rights under this Agreement to a third party without the prior written consent of the SERVICE PROVIDER.

17.2 The Merchant may not outsource the performance of any of its obligations under this Agreement without the prior written consent of the SERVICE PROVIDER.

17.3 No person who is not a party to this Agreement shall have rights or otherwise to enforce any term of this Agreement.

18 Relationship of the parties

The Merchant and INTECH D.O.O. are independent Agreementors under this Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them. Neither party has authority to enter into agreements of any kind on behalf of the other.

19 Non-solicitation of employees

The Merchant undertakes that it will not for the term of this Agreement and a period of five (5) years thereafter on its own behalf or on behalf of any person directly or indirectly canvass, solicit or endeavor to entice away from INTECH D.O.O. or an associated company any person who has at any time during the term of this Agreement been employed or engaged by INTECH D.O.O. or an associated company.

20 Notices

20.1 Any notice to be given under this Agreement must be given in writing and delivered either by hand, first class prepaid post or other recognized delivery service, or by facsimile. Notwithstanding the foregoing, INTECH D.O.O. may give notice to the Merchant by sending an email to any of the email addresses registered with the Merchant Account.

20.2 The parties agree to conduct all communication in relation to this Agreement in English. Where INTECH D.O.O. sends or accepts communication in another language, this shall be for convenience only and shall not change English as the agreed language of communication for future communications.

21 Choice of law and forum

This Agreement and any legal relationship between the parties arising out of or in connection with it shall be governed by and construed in accordance with the laws of Slovenia regardless of the venue or jurisdiction in which a dispute is being determined. Each party hereby irrevocably submits to the non-exclusive jurisdiction of Slovenian Courts.

22 Waiver

Any waiver of a right under this Agreement shall only be effective if agreed or declared in writing.

23 Severability

If any part of this Agreement is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.

24 Entire Agreement

This Agreement including all Schedules and other documents referred to herein and the Terms of Use and all documents referred to therein, represents the entire agreement of the parties in relation to its subject matter. Each party acknowledges that it has entered into this Agreement in reliance only on the representations, warranties, promises and terms contained in this Agreement.

25 Variation

Any change of this Agreement, except the changes of General Terms and Conditions and Technical Requirements by INTECH D.O.O., must be submitted in writing and signed by authorized representatives of both Agreeing parties.

TERMS OF USE OF POS

Introduction

These Terms of Use ("Terms") are a legal agreement between ("you", "yours") and Intech d.o.o. ("Intech", "we", "us", "ours") that govern your use of payment processing and other services, our mobile applications ("application" or "software") and any version of our card payment devices ("terminal") ("services").

Intech d.o.o. is a limited liability company with registered office in Ljubljana, registration number 6462596000, tax number SI94921458, business address Vrhovčeva 10, 1000 Ljubljana, Slovenia, which provides technical payment services and is registered as "ISO" under the acquirer eMerchantPay Ltd, which is registered in accordance with the laws of England and Wales, established at 29, Howard Street, North Shields, Tyne in Wear, NE30 1AR, United Kingdom, England (hereinafter referred to as the "Acquirer").

In order to be able to use our services, you must fully accept these Terms, together with our privacy policy ("Privacy Policy"). By accepting these Terms, you acknowledge that you have read, understood and accepted the General Terms and Terms of Use of POS.

PART ONE – Services

1 General Provisions

1.1 Our services in combination with services of the Transferee/Acquirer allow you to accept payments and carry out transactions with payment cards ("transactions") of your customers ("cardholders") by using compatible mobile devices, our application, and a terminal (which is not required for manual entry of transactions). Manual entry of transactions is not possible for all merchants.

1.2 INTECH D.O.O. only implements the technical part of the service and the technical payment channel and support and does not take care of or implement payment services, settlements with the Merchant, keeping or transferring funds and other regulated services. The Transferee/Acquirer or another financial institution, with which you have a three-party Agreement or a direct Agreement that is concluded before services begin to be provided, is responsible for Payment services, keeping and settling funds on your account.

1.3 You can use the services through a terminal we provide or by manually entering the payment card information. Once you accept transactions using one of our terminals, the terminal will be used to process and authorize transactions between the payment card and our servers. A card transaction requires the entry of a PIN number, unless the card allows contactless payment, where up to the amount of € 15 the entry of a PIN number is not required.

1.4 We are only responsible for technical payment services that are part of a partner application. We are not liable for the operation of the partner application or any services that the partner allows you or the cardholders. If so agreed between you and your partner, we can change commissions that cover not only our transaction fees, but also include billing on behalf of the partner, so that we can collect the funds you owe to a partner on the basis of a separate business agreement that you.

1.5 All assets of your transactions are collected on the account of the Acquirer, and we do not have direct access to or control over them. When your payments are received on this account, and after the expiry of the settlement period, we will pay you all the amounts due. For each individual payment, we will deduct the appropriate commission ("commission") and costs (ordinary and extraordinary) as well as possible security provisions.

1.5.1 By accepting these Terms, you agree and request that at the time of a pay-out we charge you with the amounts for various credit card products, costs and services (net settlement).

1.5.2 We will grant you access to transaction statistics on our website. By accepting these Terms, you request and agree that we collect transaction information, commissions per brand, application, categories of payment instruments, and rates applicable to transactions as appropriate, and to provide you with access to this information via the web portal. If you choose to do this, you will also receive the information once a month to your email address, in a way that allows you to store data and reproduce them in the unchanged form.

1.6 Our tasks under these conditions are limited to enabling merchant account and services. We will use all reasonable means to provide services twenty-four (24) hours, seven (7) days a week, whole year through. However, we can, by reason of our own discretion, suspend services or limit their duration for maintenance purposes or, if required by law, if you do not comply with material obligations in accordance with these conditions, or if there is a reasonable suspicion of money laundering or terrorist financing, or if there is a suspicion of direct or indirect threat when dealing with you.

1.7 Transaction history and further analytics will be available through the online portal, if necessary.

1.8 We can update or change the services without any prior notice. The changes shall take effect immediately.

1.9 We reserve the right to authorize a third party to fulfil some or all of our obligations set forth in these Terms.

2 Intech account

2.1 To use Intech services, you must register and log in to the Intech authentication system or open a user account ("account") there. You acknowledge that all the information you provide us about yourself and/or your company is valid at the time of your entry. After successful registration, you will receive a confirmation e-mail to your primary, registered email address. You can only open one (1) account unless we explicitly authorize the opening of additional or subordinate accounts. You must ensure that the information recorded on your account is always accurate and up to date. An additional authentication control of your phone number is an integral part of opening a new account. Phone numbers and email addresses can not be changed during account use.

2.2 You must provide the correct contact information, i.e. phone number and email address. Email and contact number as well as other requested information originating from your account may appear on a credit card or debit card statement of the cardholder or in other places where we display such information.

2.3 Once you register and log in to your account, you agree to our Privacy Policy where you consent to the collection, processing, and retention of data in accordance with the purpose. We may ask you to provide us with additional documentation in order to carry out all the necessary verifications in accordance with the applicable Law on Prevention of Money Laundering and Terrorist Financing and AML Policy.

2.4 The decision on whether your identity has been properly verified in accordance with item 2.3 is at our sole discretion. As long as we successfully identify and verify you, these Terms represent the prior agreement, which is binding to you. We reserve the right to interrupt or not to start offering you a service under these conditions at any time during this period.

2.5 Your funds are held by the Acquirer, separate from your own funds, but together with the amounts held by the Acquirer on behalf of other accounts, on a separate bank account and in accordance with legal obligations.

2.6 If there was no activity on your Intech account for two (2) years, we have the right to send a specific notice to your registered email address. If you do not respond to the notice within thirty (30) days and state that you want to keep your account, we will automatically close it. Your funds will be treated in accordance with applicable laws and, if allowed, granted to Intech. If you respond to the email and request payment of the remaining balance before closing the account, we reserve the right to charge the costs and withhold any provisions for a period of 540 days.

2.7 Authorization of a lawyer. By accepting these terms, you expressly and fully authorize Intech with the authorization of a lawyer or a full legal representative. Intech has, among other things, the right to close and transfer your account, together with all personal data and other documents, to another acquirer, at its sole discretion, and may choose to do so repeatedly. You additionally authorize Intech to implement all services of obtaining merchant accounts, draw up invoices and forward payment claims to acquirers or other financial institutions on your behalf and for your account.

3 Restrictions on the use of services

3.1 To use our services, you need a POS printer, a compatible mobile device, and an Internet Connection Service offered by a third-party provider. According to local legislation, you may need other equipment (fiscal printers and the like) offered by a third party. Such third-party providers may charge you for the purchase or use of a mobile device and/or Internet connection to access services. You are solely responsible for paying such costs yourself.

3.2 By agreeing to these Terms, you acknowledge that you are a natural or legal person acting exclusively for your own commercial or professional purposes and that, at the time of signing these Terms, you are authorized to operate in one or more of the countries we support (the "territories"). The list of territories is published and periodically updated on our website. If you are a natural person, you must be eighteen (18) years old or older to use our services. We can always ask you to provide us with proof of your age.

3.3 By accepting these Terms, you also agree to the rules of the network ("network rules") set by credit institutions, including but not limited to Visa, MasterCard and American Express (together with "card schemes"). The network rules may require some of our traders to conclude an additional Agreement with one of our partner banks or one of the card schemes according to the amount of transactions. In that case, we'll let you know about it and offer you a separate Agreement. In the event of a conflict between these Terms and a takeover Agreement, the terms of the takeover Agreement shall prevail for the purpose of resolving this conflict.

3.4 Without explicit prior authorization from our part, you do not have the right to accept transactions relating to goods and/or services, which:

- (i) are not bound by your own name or ordered by any third party;
- (ii) according to our findings, are not acquired in the normal way of your operation, including the acceptance of repayments of a previously received payment, or the cash payment previously paid to a cardholder;
- (iii) involve or are related to any illegal content that, in accordance with the applicable law, presents a content which minors need protection from, or instructions for the production of weapons or explosives;
- (iv) are understood as gambling services, whether legal or not, under any applicable law;
- (v) are related to erotic shops or the pornographic industry (excluding magazines for adults); (vi) are related to weapons or illicit drugs or products;
- (vi) are linked to alcohol or tobacco to the extent that alcohol or tobacco constitute the only product sold by your company;
- (vii) according to our reasonable opinion may harm any card scheme or our reputation;
- (viii) are prohibited by any laws or regulations applicable to you, the cardholder, or any of your product or service, or are illegal in any other way. At our sole discretion, we can decide whether your services can be attributed to any of the above listed products or services which consequently do not comply with these Terms. We reserve the right to add categories of prohibited transactions or categories of business at our sole discretion by adding such categories to these Terms or policies of permitted use.

3.5 If you provide or attempt to provide us with any kind of transaction that we believe violates these Terms or any laws and/or exposes us, other users of our services or our mechanisms to harm (including, and not limited to, fraud, damage to the brand or good name, or criminal acts). We reserve the right not to authorize, and to suspend or reject such transactions; and/or terminate or suspend your account; and/or report the transaction to the appropriate law enforcement authorities; and/or demand compensation from you; and/or charge you administrative fees of up to EUR 200 per service, in case you commit any of the above.

4 Terminals and software

4.1 You can buy our terminals at a commercial price under the terms published on the website or other newsletters. The purchase may be subject to separate conditions. At your request, we can provide you a list of compatible devices and where you can buy them.

4.2 Only one terminal can be used for one account. At your request, we can grant you more terminals for additional accounts or sub-accounts.

4.3 You must not sell, rent, license, or transfer a terminal to a third party or allow the terminal to be used by a third party. Also, you may not modify the terminal's software or hardware in any way. You must not use the terminal for any other purpose than receiving a transaction through the installed version of the application.

4.4 Except for any terminal purchase, you will return the terminal to us at our request either at the termination or expiry of these Terms, or for the purpose of replacing an existing terminal. In case you terminate this Agreement, you will return the terminal at your own expense. In case of damage or wear of the terminal and other equipment, we reserve the right to charge you with the costs.

4.5 In order to continue using the services, you need to install any and all application updates.

5 Your obligations

5.1 Payments under these Terms can be made exclusively with the terminals we have made available to you.

5.2 Transactions must not be accepted if the payment card does not contain all the elements that are specific to this type of card, if the card appears to be abused or damaged, or if the card has expired.

5.3 The lowest transaction value is € 1. You must offer cardholders at least the same terms as purchasers who pay cash for goods and/or services. You may not charge additional sums or additional fees to cardholders.

5.4 You must keep track of your account and transaction history and reimburse to each cardholder any transactions you have received in error or a surplus if the transaction amount was incorrect.

5.5 In due time, you must notify us of any changes to the information that you have provided us at the time of the conclusion of the Agreement, including changes in the type or nature of your business, changes in product offerings, sale or leasing of your business, or any changes to ownership, changes in the legal form, or name changes in the address or information about the company's bank account, negative material changes to your financial situation, and changes in the information that you have provided for verification in accordance with the laws to prevent money laundering or terrorist financing.

5.6 All of the Intech materials you have received from us for advertising purposes should be displayed in a prominent place at your office. Such materials may include stickers with the Intech logo or distribution partners for your store, office or car windows, and/or materials with a card scheme logo or signs or flyers that you need to present according to the instructions of the card scheme, Intech or any applicable law.

5.7 You must provide a cardholder with a paper transaction certificate, if required by law or card scheme rules. In addition, you can offer cardholders the option (but not instead of paper confirmation, if required by law) to receive a transaction receipt by email or via SMS.

5.8 You agree to fully assure that the login information in your account is secure against other persons so that no terminal user will modify the information entered and that unauthorized use of your account, terminals or any confidential information will not occur, related to the use of services. If you suspect or know that the account has been used without your authorization, you must immediately inform us and/or change the login password on our website. When we receive such a notification from you, we will take reasonable steps to prevent unauthorized use of your information.

5.9 You agree to comply with all applicable regulations of the Card Industry Data Security Standard - PCI-DSS ("Compliance PCI") during the validity of these Terms. These rules should be taken into account in particular for the storage, processing and transfer of payment card information. PCI-DSS information is available on the PCI Council website.

5.10 You need to review the statements (e.g., invoices or payment records) that we provide to you, as well as payments, reimbursements, Chargeback or any other transactions that we have paid to you or the cardholder or charged to your account. There must be no delay in the objections to statements; you must respond no later than in fifteen (15) working days (a "working day" shall mean the days from Monday to Friday, excluding regional holidays or other public holidays in Slovenia).

If you do not lodge an objection in time, it shall be considered that you agree with the information given. We reserve the right to re-issue the corrected statements or a correction of a payment after the expiry of this period. Unless otherwise provided by law, you are solely responsible for recording all transactions and other data associated with your account and the use of services.

6 Funds

6.1 For the purposes of these rules, you expressly authorize us and any financial institution we are cooperating with to receive and disburse funds on your behalf as indicated in Section 1.3. The above authorization is fully valid and effective until the account is completely closed or deleted, and without potential further charges. Payments to your bank account can be carried out by third-party financial institutions (for example, banks where both you and us have opened our bank accounts). When funds are transferred to your bank through a selected financial institution, we are not responsible for the final amount of funds in your bank account. Intech does not participate in the flow of funds and in some cases only acts as a technical Agreementor of billing services that are sent to the merchant and financial institution.

6.2 You will not receive interest or any other benefits in relation to any funds to your account. You are irrevocably assigning us all rights and legal interest in any interest and/or other profits that may arise or be attributable to funds in your account, financial institution that manages funds from your bank account.

6.3 If you carry out transactions where cardholder card details must be entered into our application, or where you need to manually enter the card holder in a smartphone, and these transactions will exceed the threshold of our set limit within seven days, Intech will retain the excess amount of this threshold for thirty (30) days or longer and will only then transfer surplus funds to your account. If for any reason there is a likelihood that you will exceed the above-mentioned threshold, you can contact us for an accelerated payout time. Based on a number of factors, Intech will respect your requirements and determine whether you qualify for such accelerated payments. You can find a threshold for such manually entered transactions in the price section of our website.

6.4 If we implement the technical billing service, for payment of funds related to transactions for which the Acquirer has not yet received clearance from relevant financial institutions, we will not issue an invoice/payment order, nor will it be implemented.

6.5 We reserve the right to conduct an investigation or to resolve any pending dispute in connection with your account. Consequently, we can limit your access to your funds for the time it takes to carry out a review by submitting a request to the Acquirer. We can also restrict access to your funds by submitting a request to the Acquirer if so required by a specific law or court order.

6.6 Funds released to the Merchant Account shall be settled through the Acquirer and related financial institutions on the bank account of the merchant during the time period chosen upon signing the Agreement. In case of changing the time period for the payment of funds, the merchant must sign a request and an annex to the Agreement.

6.6.1 The merchant may change the time period of the payment of funds after the expiration of three (3) months since the signing of the Agreement. Upon receipt of a request for a change in the time period, the merchant must meet the following conditions:

- (i) From signing the Agreement to the submission of the claim, the merchant must be active for three months;
- (ii) The merchant must have weekly inflows of funds of 50€ or more;
- (iii) In the case of switching from monthly to two-week pay-outs, the merchant must have regular volume over a period of two weeks in the amount of 50€ or more.

7 Reserves

7.1 For the purpose of securing the execution of our payment obligations under these Terms, we reserve the right to temporarily stop implementing settlements/accounts and payment orders, and the Acquirer can at any time suspend your payments and obtain a financial reserve ("reserve"). In such or similar manner, based on risk assessment, reserves may be retained at our sole discretion, at any time during your use of our services.

7.2 Reserves will also be used as a guarantee for the Acquirer and us, irrespective of the provisions stated in Article 7.1. We reserve the right to collect and, in individual cases, also withdraw the amount from the reserve without prior notice, if you incur outstanding debts to us under the conditions in this record, including the negative balance on the account.

7.4 If you owe us or the Acquirer an amount exceeding the amount of the reserve, you must pay us, at our request, an appropriate amount immediately, but not later than three (3) working days. You hereby explicitly authorize us and the Acquirer to collect any amounts you owe us, including the costs and expenses incurred in connection with collecting these sums from the account you use to receive payments, and/or your credit card or the bank account you used to buy any of our

terminals, or to deduct these sums out of the amounts owed to you by us or the Acquirer. If, at our request, you do not pay the amounts you owe us in full, this constitutes a serious violation of these Terms and you will bear all the costs associated with obtaining these amounts, including and without limitation all lawyer fees and charges, recovery agency fees and all applicable interest.

8 Chargebacks

8.1 We can refund the transaction amount back to your card account if the transaction is controversial, if it is rejected by the card scheme or any of our authorized financial institutions for any reason, if the cardholder has not been confirmed, or if at any time we suspect that the transaction was not authorized, is not lawful, is suspicious or in violation of these Terms ("Chargeback"). Refunds are subject to additional costs, which are covered solely by you. Paid refunds are deducted from your account and can also be charged to your account in a negative state.

8.2 At our request or at the Acquirer's request you must help us investigate any of your transactions processed through our services at your own expense. You agree that in the event you do not cooperate with us within a reasonable time, including the provision of access to the necessary documentation within ten (10) working days of the receipt of the request, an irretrievable Chargeback may occur. We reserve the right to charge a fee for investigating and/or forwarding Chargebacks. Commissions are periodically published on our website.

8.3 If a Chargeback dispute is not resolved with the issuing bank or the card scheme to your advantage, or if you decide to lodge an objection against Chargeback, we reserve the right to obtain the original amount of the transaction, including fees, and we shall reimburse the original transaction to the cardholder.

8.4 If we find that you are producing an excessive number of Chargebacks, we have the right to hold payments from our account to your bank account, to withhold the reserve that is reasonably determined by ourselves, to cover the expected Chargeback and related fees, or to terminate or withdraw services and close the account.

9 Refunds and returns

9.1 In accordance with these Terms and network rules, you process all returns by accepting transactions with services, thereby refunding money from your account.

9.2 The rules of the network provide - besides other requirements - that you offer and explain fair return and cancellation policy at the time of purchase, and that you do not return cash for transactions, unless required by law, and that you do not accept cash or other valuable objects in exchange for refunding a transaction.

9.3 The amount of the refund must include all taxes necessary for the refund and may not exceed the amount of the original transaction.

9.4 In the case of a replacement, partial refund or transaction or amount of a transaction with errors, you must always refund the entire amount of the original transaction, and only then perform a new transaction for new goods and/or services or the amount that should actually be charged.

9.5 Processed refunds processed through your account are authorized within thirty (30) days of the date of your transaction. We will take from you the original amount of the transaction, including commissions, and refund the original transaction to the cardholder.

9.6 If we find that you're processing too many refunds, we can disable your possibility to issue refunds.

10 Taxes

You are responsible for determining, collecting, keeping, reporting, and transferring taxes, both estimated, incurred or required, which are related to the use of our services, to tax institutions, to be collected, paid or disregarded for any reason. If so required by law or if government authorities so request, we have the authorization but are not obliged to report about your account information and the history of your transactions to relevant institutions.

We are not required to issue an invoice separately for settlements/accounts and charged services.

11 Our obligations

11.1 Under these conditions, we are not liable to the maximum statutory extent for direct or indirect loss or damage or failure to act, if this arises from our compliance with legal and regulatory provisions and with network regulations, in cases of force majeure or violation of these conditions, or in case of any other applicable legal and supervisory requirements.

11.2 We are not responsible for any indirect or consequential losses, including loss of profit or loss of reputation.

11.3 None of these conditions excludes our liability for statutory liability which cannot be excluded or amended by a Agreement between the parties.

11.4 Intech does not guarantee the actions or inactivity of third parties involved in the services or third parties advertising on our website.

11.5 Under these conditions, we are not responsible for disturbing or curtailing services or interrupting or curtailing intermediary services.

11.6 In no case shall we be liable to claims, procedures, damages or losses in an amount exceeding the amount of fees received by us to perform our services in the last three (3) months prior to the occurrence of the event on which your actual claim is based.

11.7 We are not liable for hardware and software failures of third parties and other products that we may sell or products that include our services. The manufacturer responsible for service and support must determine the warranty and other conditions for such hardware and products.

12 Compensation

You shall reimburse, defend, and protect us and our employees, directors, agents, affiliates and representatives, and our Agreementors against all claims, costs (including, but not limited to, reasonable attorney fees), losses or damage resulting from any claims, actions, audits, investigations or other proceedings arising out of:

- (i) your violation of any law, rule or regulation of any jurisdiction or the provisions of these Terms, network rules or any other additional terms and conditions of business applicable to your account; or
- (ii) your incorrect or inappropriate use of the services; or
- (iii) any transactions you make through the services; or
- (iv) your violation of any third-party rights, including and without restrictions, of any privacy, publishing or intellectual property rights; or
- (v) access of any third party and/or of its use of services with your unique username, password, or other appropriate security code.

13 Confidentiality and privacy

13.1 Both parties (both yours and ours) regard as confidential the information that you receive from us, or that we receive from you or the cardholder in connection with this agreement, and we do not allow third parties to access such confidential information. Confidential information is in particular operational information and/or business secrets about you or any non-anonymous information about the cardholder. You and we undertake to comply with applicable data protection rules and take appropriate measures against unauthorized use of cards and cardholder information. Such data can be stored only if and for as long as it is indisputably necessary.

13.2 If the cardholder's personal information is transferred back to you, you can use such data only to the extent necessary to control the limits, to take action against fraud or to prevent defaults, and not for other purposes such as profiling (e.g. rating buying behaviour) or for sales and marketing activities, unless the cardholder explicitly disagrees with such use. You may not disclose or disseminate such information to third parties or use them for commercial purposes unless the holder explicitly agrees with it. You must comply with all applicable data protection laws and rights and obligations in connection with the protection, storage and processing of data.

13.3 For more detailed information about how we collect, use and protect your information, see the **Privacy Policy** section of the website. By accepting these Terms, you hereby authorize us to collect, store and manage information and data for you and on your behalf that originate from our mutual business, as set out in the GDPR Directive. We reserve the right to refuse services pertaining to the collection, storage and processing of data.

14 Relations with third parties

We are not a party that would be in a legal relationship between you and the cardholder and we are in no way responsible for the nature of any transactions, including but not limited to, the quality and nature of the goods and services that you offer or sell at a discounted price, warranty conditions, etc. You must always present yourself as a separate entity from Intech.

15 Conditions, annulment, termination

15.1 You can terminate and close your account at any time. With prior notice, at any time and without any reason, we can annul, terminate or close your account. Your account may also be annulled or terminated and closed without prior notice if:

- (i) you violate any of these Terms or any other condition applicable to specific services subject to separate Terms of Business, including and without limitation, those that are linked to network rules; or
- (ii) you violate or if we have reasons to believe that you are in violation of any law or regulation applicable to your use of our services; or
- (iii) we have reasons to believe that you are involved in any way in illegal activities, money laundering, terrorist financing or other criminal activities; or
- (iv) you represent an unacceptable credit risk or a risk of fraud, or
- (v) if we reasonably believe that your account has been compromised, or for other security reasons.

15.2 If your account is terminated or closed for any reason:

- (i) you are still subject to these Terms.
- (ii) you must immediately stop using the services,
- (iii) you agree with the termination of the license to access and use the services you have received under these Terms,
- (iv) you agree that we reserve the right to, but are not bound by, deleting all your account information stored on our servers and the accounts and servers of the Acquirer, and that
- (v) we will not be liable to you or to third parties for the termination of access to services or for deleting information about your account.

15.3 After your account is effectively terminated, you must immediately pay us all amounts due to us in accordance with these Terms, and we will also pay you all the amounts owed to you under these Terms. Despite the above provision, until the final settlement of obligations arising from an account, we have the right to withhold reserves, including any potential Chargeback, but also in any case if more than eighteen (18) months have elapsed since the beginning of the effect of the suspension.

16 Communication

16.1 Written communication and notices will be sent by post to your given email address or we will post notifications on our website. Such communications and notices shall be understood as received by you within 24 hours from the moment of posting on our site or within 24 hours from the moment of sending by e-mail unless we receive notice that no electronic message was delivered.

16.2 To this end, you must maintain a valid email address for your account that you used for registration at all times. If your specified email address is not valid, or if you have changed the email address, but you did not inform us of such a change, we will not assume any liability.

16.3 You should check the received messages regularly and often. Electronic messages may contain links to further communication on our site. Where legally required to provide information to you on a durable medium, we will send you a notification by email or regular mail in which we will direct you to the information on our website in a way that will allow you to retain information in print. You need to keep copies of all the messages we send to you, or to which we give you access.

16.4 Except for email communication, we reserve the right to contact you through letters or phone, where appropriate. Any communication or notice sent to you by regular mail is understood to be accepted within three (3) working days within the EU, and in the case of other shipments within five (5) working days.

16.5 We will set up your preferred language based on the country you select in the registration process and send you standard communication in the language you choose. For non-standard communication, we reserve the right to communicate with you in English. Documents and communication in any other language are merely a convenient aid, and do not constitute an obligation for us to have any further communication in this language.

17 Intellectual property rights

17.1 Intellectual property rights ("IP rights") mean any and all rights directly or indirectly related to services, terminals, websites, web domain names, all content, technology-related services, and all logos, including but not limited to, copyright, moral rights, database rights, trademark rights, rights to names, usage patterns and design rights, patents, and any other exclusive or non-exclusive rights worldwide, as they exist now or will exist in the future, or will be granted or transferred in the future.

17.2 We (or our Licensors and companies participating in the services) are the exclusive owners of all intellectual property rights relating to the services, and nothing under these Terms shall be understood as a transfer or concession of these intellectual property rights to you. You may not copy or use intellectual property rights without prior consent.

17.3 We grant you a personal, restricted, non-exclusive, terminable, non-transferable license (without the right to subordinate licenses) for electronic access and use of services for the purpose of accepting transactions.

17.4 Without our prior written permission, you must not:

- (i) transfer any of the rights granted to you under these Terms to a third party;
- (ii) offer a third party the opportunity to use the services (rental, lease or otherwise);
- (iii) access to or monitor any content, material or information on any Intech system manually or automatically;
- (iv) copy, reproduce, modify, transform, create derivative works from, publicly display, re-publish, upload, publish, transfer, sell or otherwise distribute Intech's content, material or information;
- (v) violate restrictions or circumvent any technical restrictions on services, use any tools to enable features or functions that are otherwise disabled within the service, or decompile, disassemble, or otherwise reverse engineer the service, unless such a restriction is expressly prohibited by law; or
- (vi) use services for purposes other than permitted, in accordance with these Terms.

17.5 As part of the use of services, you can create and submit content ("User content"). Pertaining to User content, you shall keep all rights in accordance with the rights you grant us by accepting these Terms. For all user content you provide us, you acknowledge that you are the owner of the content, or that you have permission from the copyright holder to upload content, and grant us worldwide a valid, non-exclusive right to use and reproduce this content in any promotional activities and publications related to the services or Intech, which does not include commissions, is fully paid, transferable and allows sublicensing. By terminating your account, you can delete the user content you submitted.

You may not provide service activities with user content that:

- (i) are false, misleading, unlawful, repulsive, obscene, pornographic, defamatory, threatening, harassing, hostile, abusive or inciting;
- (ii) promote acts which are understood as criminal offenses or acts of civil liability;
- (iii) violate any duties or rights of any natural or legal person, including publishing or privacy rights;
- (iv) contain corrupt data or any harmful, disruptive or destructive files;
- (v) promote products and services that represent competition to Intech products and the products or services of their partners; or
- (vi) in our sole discretion, limit any natural or legal person in the use of or benefit from services, or which may subject us to damage or liability. Although we are not committed to filtering, editing or monitoring any user content, we reserve the right to edit any user content at any time and without prior notice. You herewith agree that by using the service you may be subject to offensive, obscene or controversial user content. We are not responsible or liable for any loss or damage to any of your user content.

18 Corrections

18.1 We have the right to correct these Terms at any time, to modify, delete, terminate or alter the Terms regarding any aspect of the services.

18.2 We will notify you of any proposed changes to these Terms by sending you an email to the primary email address you registered for your account, or through notification within the application.

18.3 The proposed change will take effect on the date of the notice on amendment, unless you inform us of your opposition to the proposed changes before the effects of these changes begin to apply. Changes to the Terms that are of greater benefit to you will become effective immediately if so indicated in the notice of change.

18.4 The latest version of the Terms is available on our website.

19 Separation of clauses

If the competent court finds that any provision of these Terms is invalid, unlawful or unenforceable, such a provision shall be separated from the Terms that remain valid and enforceable to the full extent permitted by law.

20 Assignment

20.1 We have the right to freely assign our rights and obligations under these Terms to any third party and your agreement with such assignments shall be made under these Terms.

20.2 According to these Terms, without our written permission, you may not assign any of your rights and obligations to third parties.

21 Disputes

21.1 Address all complaints about the services to us as the first instance by contacting our support center.

21.2 Any disputes arising out of or in connection with these Terms, including, but not limited to, any dispute relating to invalid conclusion, existence, dissolution, breach, termination or validity shall be finally addressed and settled in courts in Slovenia, with the exception of where this is prevented by the EU legislation. Before a dispute is brought to a court of law, both Agreeing parties shall endeavor to resolve the dispute in a friendly way.

22 Applicable law

Your account is active in Slovenia and the country of the Acquirer, and these Terms are governed by and interpreted in accordance with Slovenian law.