

GENERAL TERMS AND CONDITIONS FOR CARD ACQUIRING SERVICES

Merchant agrees to adhere to (i) these general terms and conditions for Card Acquiring Services and (ii) the form for “the application for the acceptance by Embracy for Card Acquiring Services” (the “**Application**”) (together herein referred to as: “**Agreement**”), in addition to the Merchant Services Contract including Merchant Services General Terms and Conditions (herein: “**Merchant Services Contract**”) entered into separately between Merchant and Ingenico Financial Solutions SA (herein “**Ingenico FS**”), as a condition precedent to accepting Cards.

WHEREAS:

- (A) Merchant, as identified in the Application, is a duly incorporated legal entity in its jurisdiction engaged in the sale of certain goods and/or services that desires to utilize Embracy’s Card Acquiring Services as permitted by the Scheme Rules (the “**Merchant**”).
- (B) This Agreement shall be read and construed together with the Merchant Services Contract which means that the parties’ relationship hereunder shall also be governed by certain provisions of the Merchant Services Contract according to the interpretation rules set forth in section 1 below;

INTERPRETATION AND DEFINITIONS

- 1.1. The following articles of the Merchant Services General Terms and Conditions are incorporated herein by reference and shall apply *mutatis mutandis* in relation to the Card Acquiring Services provided by Embracy to Merchant under this Agreement (the “**Integrated Sections**”):

Article 1 limited to the following definitions: “**3D Secure**”, “**Account Holder**”, “**Acquirer**”, “**Acquiring Services**”, “**Capture**”, “**Card**”, “**Cardholder**”, “**Card Scheme**”, “**Chargeback**”, “**Confidential Information**”, “**Control**”, “**Data Protection Law**”, “**Delivery Date**”, “**Fees**”, “**Fine**”, “**Foundation**”, “**Ingenico FS**”, “**Ingenico Group**”, “**Interchange Fee**”, “**Issuer**”, “**Payment Method**”, “**Pay-out**”, “**Pay-out Currency**”, “**Pay-out Frequency**”, “**Pay-out Period**”, “**Personal Data**”, “**Merchant Products & Services**”, “**Refund**”, “**Scheme**”, “**Scheme Rules**”, “**Sensitive Authentication Data**”, “**Transaction**”, “**Uncompleted Order amount**”.

Articles 4.4, 4.5 [introduction + sub clauses (a) to (c) included and sub clause (e) and (f) and (g)], 4.7, 4.8 to 4.11 included, 7.1 to 7.3 included and 7.7, 8.2 and 8.3, 9, 11, 12.2, 13, 14, 16.1, and 17.1 to 17.8 included;

provided however that for the purpose of this Agreement only:

- “**Parties**” in the Integrated Sections shall mean: Merchant and Embracy, as defined herein;
- “**Merchant**” in the Integrated Sections shall mean: Merchant as defined here above;
- “**Merchant Services Contract**” or “**these General Terms and Conditions**” in the Integrated Sections shall mean: this Agreement
- “**Ingenico FS**” and/or “**the Foundation**” in Integrated Sections shall mean: Embracy, as defined herein;
- “**Services**” in Integrated Sections shall mean: the Card Acquiring Services provided by Embracy to Merchant hereunder;
- Whenever an Integrated Section refer to an “**Ingenico Account**” or to “**Merchant Area**”, this can be disregarded
- The cap on liability referred to in article 13.2 is calculated by using the Fees which Merchant paid to Ingenico FS (considering that Embracy does not charge any Fees to the Merchant).

- 1.2. In the event of any conflict between this Agreement and the applicable Scheme Rules the Scheme Rules shall have precedence.

2 SETTLEMENT AND COMMUNICATION

- 2.1 Embracy shall provide the Card Acquiring Services to Merchant. Subject to the terms of this Agreement, Embracy will initiate a payment to the bank account of Ingenico FS or the Foundation set out in the Application as provided by Merchant, in the amount of funds for the purchased Merchant Products & Services less recoupment of any Fines, Chargebacks, Refunds, Interchange Fees, Card Scheme fees and fees for Card Acquiring Services. Merchant hereby authorises Embracy to remit Transaction funds to Ingenico FS' or the Foundation's bank accounts on behalf of Merchant and confirms that payment of Transaction funds by Embracy into such bank account(s) shall constitute full discharge of Embracy's obligations to Merchant in this regard.
- 2.2 Ingenico FS is the contact person for any and all questions or notifications by the Merchant or Embracy related to this Agreement and the Card Acquiring Services provided under it.

3 MERCHANT'S COMPLIANCE WITH SCHEME RULES

- 3.1 Merchant agrees to comply with the Scheme Rules issued from time to time by the Card Schemes. The applicable Payment Methods/Card Schemes are specified in the Merchant Services Contract. Merchant acknowledges that the Scheme Rules can be found at the Card Schemes' respective websites. In the event of any disagreement between Embracy and Merchant regarding the interpretation of the Scheme Rules, Embracy shall have the final decision.
- 3.2 Merchant agrees to indemnify and reimburse Embracy for any Fines, costs, losses or liability incurred due to breach of Scheme Rules by Merchant.

4 SPECIFIC MERCHANT UNDERTAKINGS

- 4.1 Where the Merchant intends to retain a subcontractor or allow for third parties to accept Cards under this Agreement, and such party in any manner may process Card data, such subcontractor or third party must be approved by Embracy, via Ingenico FS, and also in advance of such third party accepting any Cards under this Agreement.

Merchant will use 3D Secure or any other identity check method approved by the Scheme Rules, unless otherwise agreed between the parties.

- 4.2 Merchant will honour, without discrimination, any Card properly submitted for payment by a Cardholder. Cardholders will be entitled to the same services and return conditions that the Merchant extends to cash customers.
- 4.3 Merchant may only require surcharges in accordance with the Scheme Rules and local law.
- 4.4 The Merchant shall be liable towards the Cardholder for all aspects of its Merchant Products & Services, including any defects and/or deviation in the quality, condition and performance thereof.
- 4.5 Merchant may not transfer to Embracy any Transaction that has been carried out by a party other than the Merchant or any approved third party (see section 4.1). If Merchant, in violation of the above, transfers, or attempt to transfer any such Transaction, Embracy shall be entitled to immediately terminate this Agreement.
- 4.6 Merchant will not submit any Transaction that is illegal or those which could damage the goodwill on Card Schemes' brands, on Ingenico FS or on Embracy.

5 PERSONAL DATA

- 5.1 Embracy is the controller regarding the Personal Data it processes in relation to the Card Acquiring Services provided under the Agreement and shall comply with the Data Protection Law, in relation to these Personal Data. Embracy shall process the Merchant's Personal Data such as contact information and other KYC information as well as Cardholder Personal Data in order to provide the Merchant with the Card Acquiring Services and manage the business relationship. The Personal Data may also be used for statistical analysis, in the event of fraud

investigations and to comply with applicable laws and regulations. Embracy may disclose the Personal Data to other companies within the Ingenico Group.

6 TERM AND TERMINATION

- 6.1 This Agreement shall enter into force on the date on which the Merchant receives its Merchant ID and shall remain in force until terminated by either party with thirty (30) days' written notice, unless otherwise agreed.
- 6.2 Embracy is entitled to terminate this Agreement or to suspend the Card Acquiring Services, on any of the events set out in section 12.2 of the Merchant Services General Terms and Conditions.

This Agreement shall automatically terminate in the event the Merchant Services Contract is terminated, regardless of the reason therefor.

If a Card Scheme notifies any party that the co-operation under this Agreement is not conducted in compliance with the Scheme Rules, the party receiving such notice will immediately notify the other party. If a Card Scheme requests that any failure to comply with the Scheme Rules shall be remedied within a certain period of time, each party shall, where it has reasonable grounds to believe that the failure is not capable of remedy or will not be capable of remedy within the prescribed period of time, be entitled to give notice of termination of this Agreement and such termination shall be effective on the day prior to the day on which, in the opinion of Card Scheme, the deficiency should be remedied.

If this Agreement is terminated for reasons listed in the Scheme Rules, Merchant acknowledges and agrees that Embracy is required to report Merchant's business name and the name of its representatives to the Card Schemes.
