

UAB “DSBC FINANCIAL EUROPE” PAYMENT COLLECTION SERVICES AGREEMENT

Date: ___/___/___

THIS SERVICES AGREEMENT (the “Agreement”) is entered into on and is effective as of the Effective Date:
___/___/___

BETWEEN:

(1) UAB “DSBC Financial Europe”, (the “Providers”, the “Us”, the “Our”, the “DSBC”, the “DSBC Financial Europe”)

- Company No.: 304713395
- Represent by:
- Address: Lvovo str. 25, Mažoji bure, 15th floor, LT-09320, Vilnius, Lithuania.

And

(2) _____ (the “Merchant”, “You”, “Your”),

- Registration No.:
- Address:
- Represent by:
- Passport No:
- Title:

Merchant’s Bank Account Information:

Beneficiary Account Name:

Account Number/IBAN:

Beneficiary Address:

Beneficiary Bank Name:

Beneficiary Bank Address:

Beneficiary Bank SWIFT code:

Correspondent Bank Name (USD):

Correspondent Bank’s Swift Code:

(hereinafter jointly referred to as the “Parties” and, individually, as a “Party”).

Agreement Ref No: VEN-DSBC-MERCHANTABCD-XXXXXX

WHEREAS, the Merchant wishes to engage the Provider to provide Merchant Account Service/ Payment Service solution to the Merchant on the terms set out herein. If you do not understand any of the terms of this Agreement, please contact us before using the Services.

NOW THEREFORE, the Parties have agreed as follows:

1 GENERAL BUSINESS TERM:

Definitions

Unless the context otherwise requires, the following words and expressions shall have the meanings as set out below:

“**Agreement**” means these General Business Terms and Conditions together with all Appendixes and Schedule(s);

“**DSBC Financial Europe**” means UAB “DSBC Financial Europe”.

“**API**” means application programming interfaces that format, encrypt and decrypt messages between your computer systems and DSBC's or DSBC's service provider's computer systems.

“**Confidential Information**” means any data or information, oral or written, whether disclosed before or after the effective

date of this Agreement, relating to either party's (or if either party is bound to protect the confidentiality of any third party's information, such third party's) business and marketing plans or strategies, any unannounced products and services, Documentation, inventions, processes, financial information, End User data, customers, revenue, transaction volume, forecasts, projections and the terms of this Agreement. Notwithstanding the foregoing, Confidential Information shall not be deemed to include information if (i) it was already known to the receiving party prior to the receiving party's date of receipt of the said information, as established by documentary evidence; (ii) it is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party or its agents; (iii) it has been rightfully received by the receiving party from a third party and without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information; (iv) it has been approved for release by written authorization of the owner of the Confidential Information; or (v) it has been independently developed by a party without access to or use of the Confidential Information of the other party, as established by documentary evidence;

“Documentation” means the operation instructions, user manuals, help files and other technical information and material, in print, written or electronic form in any media and format, delivered with the API to you that are intended for use in connection with the Services;

“End User” means any individual that purchases your goods or services for end use, not for redistribution or resale and whose information will be submitted by you to DSBC or DSBC's Service Providers during the course of this Agreement;

“DSBC's Service Providers” means third party suppliers of payment services to DSBC which are resold and provided by DSBC to you pursuant to this Agreement, such third party suppliers may in DSBC's sole discretion include (but is neither limited to, nor guaranteed to include) Wirecard, Visa, MasterCard, Amex.

“Services” mean such services as set out in the Schedule(s), as well as the licensing of the API for your use pursuant to this Agreement for the purpose of enabling you to accept payments online;

“Service Fee” means such fees as set out in agreement;

“DSBC Fees and Charges” means such fees and charges related Payment collection services to Merchant in General.

“Trademarks” means any name, logo, brand, trademarks, trade names, service marks, service names, designs, slogans and any other marks identifiable with a party or a party's products or services, whether unregistered, registered or is the subject matter of an application for registration.

“Business Day” means a day when banks are normally open for business in Lithuania, and excludes Saturdays, Sundays, national and public holidays in Lithuania;

“Card” means any credit or debit card issued by a member of Card Schemes and bearing the respective marks of the issuing association or organization

“Card Issuer” means an issuer of a Card which has a contractual relationship with Cardholder and is a member of Card Schemes;

“Card Schemes” means payment networks (such as VISA, MasterCard or any other network, including national or local systems) linked to payment cards, such as debit or credit cards, of which a bank or any other eligible financial institution can become a member;

“Card Scheme Rules” means any rules, regulations, policies, interpretations, guides, procedures, instructions and other requirements (whether contractual or otherwise) imposed or adopted by any Card Scheme from time to time. Accepting these Terms of Service, You confirm that You are familiar with the Card Scheme Rules which marks You wish to accept as a payment instrument and abide yourself to be in compliance with such Rules;

“Cardholder” means a person to whom a Card is issued and whose name is embossed or imprinted on the face of the Card, and any authorised user of the Card, who purchases goods or services from Merchant settling by Card on the Merchant's Website where the Service is integrated;

“Cardholder Data” means personally identifying information submitted by Cardholder, which information includes Card number, Card expiry date, CVV2 / CVC2 code, Cardholder name, address, phone number, e-mail, IP address and other Cardholder data which may be necessary for the Transaction successful execution;

“Chargeback” means any disputable Transaction or any Customer charge which the Customer or Customer's Card Issuer identifies as being invalid or non-collectable after initial acceptance, on account of fraud, lost, canceled, unissued, or invalid account identification, an unresolved Customer complaint, or other cause. You accept that We may apply Chargeback fees, as detailed in [DSBC Financial Europe Fees and Charges](#). You acknowledge that additional chargeback fees and dispute fees may

be charged by Card Schemes. If a Chargeback has been lawfully made, any further claims and any objections by You against Us shall be excluded. You may turn directly to the Customer in order to assert Your payment claim arising out of the underlying Transaction which You concluded with the Customer;

“Confidential Information” means any non-public or proprietary information or material disclosed by one Party (a “Disclosing Party”) to the other Party (a “Receiving Party”) orally or in writing from the Effective Date of this Agreement including, without limitation:

- A. Information concerning either Party’s internal business, employees, policies and / or actual or potential customers;
- B. Information which derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use;
- C. Information identified in writing by disclosing party as confidential;
- D. Technical information and other materials that DSBC supply to You to effect Transactions through Our System, trade secrets, works of authorship, Trademarks, inventions, know-how, techniques, design, software programs, software code and software source documents;
- E. Marketing information, information regarding research, development, new service offerings, products, services, marketing and selling plans;
- F. Financial information, including financial conditions applicable to You hereunder, business plans, budgets and unpublished financial statements;
- G. Commercial information, forecasts, assumptions, proposals, requests for proposals, specifications, drawings, licensing and distribution arrangements, prices and costs, suppliers and customers;
- H. Personal Data of Your Customers, including Cardholder and Transaction Data;

“Customer” means any person that purchases goods or services from Merchant on its Website where the Service is integrated, including Cardholder;

“Data Protection Requirements” means all applicable laws, rules and regulations regarding the handling, collection and transfer of personal information, as amended and replaced from time to time, including without limitation, Directive 95/46/EC of the European Parliament and any regulations implementing such Directive, General Data Protection Regulation (GDPR) (EU) 2016/679 and any national legislations implementing this Regulation, Law on Legal Protection of Personal Data of the Republic of Lithuania, PCI DSS, or any such similar or successor laws, rules or regulations implementing requirements regarding the collection, storage, use, protection and / or security of personally identifiable information applicable to the performance of Merchant's obligations or the exercise of Merchant 's rights hereunder or Merchant's use of the Service;

“Effective Date” means the date of your acceptance of these Terms of Service inside Our System;

“Financial Liabilities” means fines, penalties, forfeits, chargebacks, expenses, costs, fees (including litigation costs and attorney’s fees), charges, losses, damages, claims, demands, actions, suits, investigations, legal proceedings, and any other actual and reasonably anticipated financial liabilities of whatever nature;

“General T&Cs” means General Terms and Conditions placed on the Site.

“DSBC Financial Europe Merchant Dashboard” means portal inside Our System wherefrom Merchant can manage the Service, i.e. to request creation of Merchant Account, to add Website URL (in each case subject to Our first approval), to pause or stop traffic, to review Merchant news feed, to make settings, to create reports, to make Refunds, to check balance and other financial information of the Merchant Account (e.g. level of Rolling Reserve, Chargeback and Refund fees, duration of hold periods etc.);

“MCC” or **“Merchant Category Code”** means a four-digit number that defines the business of the Merchant;

“Merchant” means any sole proprietor, corporation, partnership, limited liability company, trust, association or other entity engaged in the sale of goods or services in the ordinary course of business, who accepted Our General T&Cs and is a holder of business provided by DSBC Financial Europe.

“Merchant Account” means an electronic record inside Our System which allows to identify You among other Merchants and contains information on the Transactions performed by Your Customers on the Website approved by Us. Your rights in connection with Merchant Account are limited exclusively to making Refunds and reviewing the balance and other financial information of Your Merchant Account inside Our System (e.g. level of Rolling Reserve, Chargeback and Refund fees,

duration of hold periods etc.). You agree that You will not be able to control or manage Your Merchant Account otherwise than stated in these Terms of Service.

We may apply periodic service charges for the maintenance of Your Merchant Account, as detailed in our Fee Structure. Periodic service charges are payable by You and will be deducted from the balance of Your Merchant Account.

Unless otherwise specified in the Fee Structure, periodic service charges applicable to Our Merchants cover unlimited number of Merchant Accounts that You can create inside Our System. In the event that the number of Merchant Accounts is limited by Us, We may apply additional periodic service charges of which You will be notified in advance.

“Order” means a request for creation of Merchant Account and provision of Service, which contains Merchant Website URL, as well as other conditions of the Service that needs to be filled out and submitted to Us inside Our System. Once the Order is approved by Us, it shall be considered as an integral part of this Agreement

“Partner Bank” means any bank or financial institution, as well as alternative payment provider which has contractual relationship with Us for the acquiring of Transactions performed by Customers, which enables Merchant to accept payments for the goods or services that it sells. Among Our Partner Banks are Wirecard Bank.

The list of Our alternative payment providers can be found in Table of Merchant Fee Structure in the Section of Alternative Payment Methods. We may extend the list of Our acquiring capabilities from time to time. Such changes will not require appropriate changes to these Terms of Service.

You agree that We are entitled to choose Partner Bank for Our cooperation with You in Our sole discretion and without Your consent or approval. We will be the main contact of You before Our Partner Bank. If You have any issues, questions or complaints related to the Service, You should contact Us at the first place. You accept, however, that in certain cases, where necessary, Our Partner Bank is entitled to approach You directly;

“Party” or **“Parties”** means (i) DSBC Financial Europe; (ii) Merchant; or (iii) DSBC Financial Europe and Merchant, as the context permits;

“Personal Data” means any information relating to an identified or identifiable natural person, including identifiers such as a name, an identification number, location data, an online identifier, as well as physical, physiological, genetic, mental, economic, cultural or social identity factors of that natural person;

“PCI DSS” means Payment Card Industry Data Security Standards as released from time to time by Security Standards Council. All entities involved in payment card processing, as well as entities that store, process or transmit cardholder information shall be in compliance with PCI DSS;

“Privacy Policy” means DSBC Financial Europe Privacy Policy which is placed on our website.

“Refund” means a claim against Merchant to return funds of an earlier Transaction to the Customer for the goods or services purchased from the Merchant on its Website. Refund amount can not exceed the amount of the relevant earlier Transaction. Refunds can be made with respect to returned goods, cancelled services or in case of price adjustment of the earlier purchase. Refund will be in the same currency used when the returned goods or canceled services were purchased;

“Rolling Reserve” means funds reserved by Us which secure existing, future or conditional financial requirements against Merchant arising from disputable Transactions, Chargebacks, Refunds and any other Financial Liabilities applicable to Merchant;

“Service” means payment collection service, including payment facilitation services (i.e. submission, on Your behalf, to Our Partner Bank records of valid Transactions that You submitted to Us through the technical solution of Our System), risk management and fraud screening services for the Transactions processed through Our System, Merchant support, currency conversion, collection of payments from the Transactions processed through Our System to Merchant’s DSBC Financial Europe Account with Us, as well as any other ancillary services which may be provided on Merchant’s request. The provision of Service is subject to the terms and conditions of this Agreement. The Service can be accessed and managed via DSBC Financial Europe Merchant Portal inside Our System;

“Settlement Funds” means amount of funds collected by DSBC Financial Europe from the Transactions performed by Customers for the goods or services that Merchant sells to be paid out to its DSBC Financial Europe Account with Us.

The amount of Settlement Funds will be decreased on (i) the amount of Transaction fees and other related fees, charges and other Financial Liabilities applicable to You under this Agreement, and (ii) the amount of Rolling Reserve that will be held by Us or other securities that may be established by Us from time to time. For the avoidance of doubt, the Settlement Funds will be deducted from the balance of Your Merchant Account;

“**Trademark**” means all and any trademark, service mark, trade name, brand name, internet domain name, design, logo, corporate name or trade dress right and similar or related right (including, in each case, the goodwill associated therewith), whether registered or unregistered, and all registrations and applications for registration and renewal thereof, arising under any of the laws of any country or jurisdiction, whether now existing or hereafter adopted or acquired;

“**Transaction**” means an act initiated by Customer or on his behalf or by Merchant of placing, transferring or withdrawing funds to or from Merchant Account;

“**Transaction Data**” means all data that is required to initiate, authorize, clear and settle a Transaction;

“**User**” means any user of the Merchant’s Website;

“**Website**” means a website address (URL) provided to Us in the Order where Merchant offers goods or services to its Users and wishes to integrate the Service to. Merchant shall be responsible for the content of its Website. Each Website where Merchant wishes to integrate the Service requires Our prior approval;

“**You**” or “**Your**” refers to Merchant. The rest of the capitalized terms used in these Terms of Service shall have the meanings assigned to them in the General Terms and Conditions

In short, in interpreting these Terms of Service:

- a. All article, clause, schedule and paragraph headings in these Terms of Service are solely for convenience and shall not affect its interpretation;
- b. The schedules referred to throughout these Terms of Service are attached to and incorporated into this Agreement and, unless the context clearly indicates otherwise, any reference to these Terms of Service shall (i) include the schedules and any other documents incorporated herein by reference and (ii) mean this Agreement as amended from time to time in accordance with its terms;
- c. Unless the context clearly indicates otherwise, words denoting one gender include all genders, words denoting individuals or persons include entities and vice versa, words used in the single include the plural and vice versa, and the words "including", "included", "in particular" and of any similar expression shall be construed as being by way of illustration only and not as limiting the generality of any words preceding them;
- d. References to a person shall include references to that person’s legal representatives, successors and permitted assigns;
- e. References to any statute, statutory, statutory provision, subordinate legislation under the relevant statute, or European Union (EU) Directive or regulation shall include any statute, statutory, statutory provision, subordinate legislation, or EU Directive or regulation which amends or replaces it, or has amended or replaced it;

If there is a conflict or inconsistency between these Terms of Service and the Card Scheme Rules, the provisions of the Card Scheme Rules shall prevail to the extent of such conflict or inconsistency.

2 BINDING EFFECT

1. These Terms of Service regulate relationship between DSBC Financial Europe and You related to the use of Your DSBC Financial Europe Account for payment collection purposes and set forth conditions regulating rights, obligations and liabilities of the Parties related to the Merchant Account inside Our System and Transactions.
2. These Terms of Service shall constitute a binding legal agreement between DSBC Financial Europe and You which enters into force on the Effective Date and remains in force until it is terminated as per the terms and conditions stipulated herein.
3. You are bound by the provisions of these Terms of Service and agree to comply with the obligations and liabilities laid on You under these Terms of Service, including DSBC Table of Fee.
4. This Agreement shall inure to the benefit of and shall be enforceable by the Parties and, where the context so permits, their respective successors and permitted assigns.
5. These Terms of Service are placed on our website. You have the right to receive a copy of these Terms of Service, as well as any of their updated or amended versions by e-mail upon request.
6. We reserve the right to request from You a signed version of these Terms of Service (either by digital signature or by hand). Any expenses for the document delivery shall be covered by You.
7. These Terms of Service are applicable to You in addition to the General T&Cs and shall be read and interpreted together with the General T&Cs.

3 SERVICE

1. You can request the Service inside Our System following the relevant on-screen instructions of Your DSBC Financial Europe Merchant Portal. You will be able to use the Service only after We complete, to Our satisfaction, certain due diligence procedures to verify that You are a bona fide business, as such procedures may be changed by Us from time to time in Our sole discretion.

2. Requesting the Service, You will need to fill out and submit to Us an Order of a special form contained inside Our System, as supplied by Us from time to time. Among other information to be provided by You in such an Order You will need to indicate Your Website URL and add Your Merchant descriptor.

a. You accept that We reserve the right to request from You, in Our sole discretion, documents and information that may be required in order to carry out Our due diligence procedures of You as a Merchant, including without limitation information on the current addresses of all Your offices, all business names used by You, documents confirming Your rights to the Website domain, licences, permits and other authorisation documents verifying Your rights to conduct business.

b. We retain records concerning the investigation of a prospective Merchant and provide such records to Our Partner Bank immediately upon request. You undertake to assist Us in the course of the due diligence procedures as required and supply Us with the hard copies of the original documents or their certified copies upon request (with English translation, where applicable).

3. Our due diligence procedures will also apply to Your Website. It is Your responsibility to ensure that Your Website clearly displays and describe on a continuous basis the following information:

a. Information on You as a Merchant, including Your name, country location, mailing address, phone number or e-mail address, trade register and registration number, VAT identification number (where applicable), contact details of customer service for customer queries;

You must ensure that Customer understands that You are responsible for the Transaction, including delivery of goods (whether physical or digital) or provision of services that are subject of the Transaction, and for customer service and dispute resolution.

b. Information on the goods or services that You offer to Users, including their complete description; If You accept recurring Transactions, You must clearly communicate to the Customer the terms and conditions related to recurring Transactions separately from any other terms and explain to the Customer how to stop receiving goods or services, delivering goods or services and charging the Customer when the Customer cancels the goods or services.

You must not deliver the goods or provide the services according to a recurring Transaction arrangement after receiving notification of its cancellation by the Customer or Card Issuer.

c. Payment information, including acceptance marks, price information, Transaction currency, details of the timing of billing and Transactions fulfilment, function for Customers to confirm the purchase before the completion of the sale, description of the security capabilities; Marks / logos / other distinctive signs, which advertise the possibility of paying by Cards, shall be clearly visible on Your Website.

d. Where applicable, information on the legal restrictions (e.g. age);

e. Policies and procedures, including terms and conditions / terms of service / terms of use, privacy policy, delivery policy, including delivery timeframes, dispute resolution procedure, return, refund and cancellation policies, - subject to Customers' clear acceptance, e.g. by clicking "I accept" or "I agree" button or checkbox;

f. Other information that depends on the goods or services that You sell and is required by the Card Scheme Rules or the applicable laws and regulations.

Your Website shall be available in at least one language of the European Union (e.g. English).

You accept that for the Service provision to You We may require any changes to Your Website or otherwise that We deem necessary or appropriate to ensure that You remain in compliance with the Card Scheme Rules, including those governing the use of the Card Scheme marks, as well as other standards or applicable laws and regulations.

4. We will review the Order and the documents submitted by You, evaluate the risk level of Your business (i.e. Low, Medium or High) and assign the Merchant Category Code (MCC)

You accept that [DSBC Fees and Charges](#) applicable to Merchants depend on the risk level of Merchant's business (i.e. Low, Medium or High) and agree that We shall have the right to assign Your business risk level upon review of Your Order

details and other documents and information provided to Us or obtained by Us through Our sources in the course of the due diligence procedures.

5. Based on the results of Our due diligence procedures, We will approve or reject Your request for the Service. You accept that approval of Your request is in Our sole discretion. We reserve the right to reject Your request without indicating the reason for rejection.

You acknowledge and agree that Card Schemes, as well as Our Partner Bank may restrict Us from entering into the Agreement based on Your business type or other criteria as the Card Schemes or Our Partner Bank deem appropriate. In such a case We will reject Your request for the Service.

6. If Your request for the Service is approved by Us, We will activate Your Merchant Account, give You instructions for technical integration of the Service and supply with all other materials necessary to effect Transactions through Our System. You undertake to follow Our instructions and accept that incorrect integration may affect the use of the Service. Once the integration process is completed, the Service will be available to You.

From time to time We may request You to change settings for technical integration. In such a case We will provide You with the updated instructions. To continue to use the Service You will need to implement the requested changes. Any such changes on Your side shall be covered at Your cost.

7. You can use the Service only on the Website that has been approved by Us.

If You wish to add Website where You can use the Service, You will need to create a separate Merchant Account inside Our System following the relevant instructions of Your DSBC Merchant Portal.

8. You undertake, on an ongoing basis, to promptly notify Us of any changes which may occur from time to time regarding any information or documents that You provided or submitted to Us, including the information indicated by You in the Order or provided in the course of the due diligence procedures of You as a Merchant, as well as information related to Your business, activity area, product range, financial standing, legal status, corporate structure, beneficiary ownership and ability to meet Your obligations hereunder.

If You are engaged in the business activity which in accordance with the applicable laws or regulations requires appropriate authority or other approval, You shall notify Us immediately if such authority or approval is expired, outdated, canceled, revoked, changed, or becomes invalid due to any other reasons.

9. We reserve the right to request from You from time to time additional or updated information and documents regarding Your legal status, business, operations, Representatives and any other information or documents which may be necessary in order to check whether We should continue to accept You as Our Merchant and for the purposes of satisfying Our ongoing legal and contractual obligations with respect to the Merchant due diligence. Your failure to supply Us with the requested information or documents in a timely manner entitles Us to suspend the Service, close Your Merchant Account and terminate this Agreement with immediate effect.

10. All documents and information provided by You in connection with this Agreement, including without limitation those indicated in and submitted to Us in the Order or for the due diligence purposes, shall be true, accurate, complete and up to date and no information, document or statement provided or made available to Us are untrue, false, incorrect, incomplete or misleading.

You agree to defend, indemnify and hold Us harmless from and against any and all losses, damages, expenses, charges, costs, fees (including litigation costs and attorney's fees), fines, penalties, forfeits, claims, demands, actions, suits, investigations, legal proceedings, and other liabilities applied to or imposed on Us in connection with Your failure to provide Us with the true, accurate, complete and up to date information or documents hereunder.

11. We will report You as Our Merchant and Transaction Data routed by You to Our Partner Bank and / or Card Schemes (upon request). You accept that We are required to maintain, on an ongoing basis, names, addresses, URLs and other information on all of Our Merchants and will supply Our Partner Bank and / or Card Schemes with this information upon request.

12. You acknowledge and agree that We shall have the right to sub-contract any of the obligations under this Agreement without Your prior consent and may engage, in Our sole discretion, third-party providers to assist in the Service provision to You, and that We shall have the right to transfer to Our third-party providers all data that You provide, or cause to be available to Us in connection with this Agreement, provided, however, that such third-party providers are bound by confidentiality obligations and abide themselves to Data Protection Requirements. You may obtain information about Our partnership with third-party providers and contact data upon request to Us.

4 DSBC FINANCIAL EUROPE SERVICE FEES

1. The Service is provided in consideration of DSBC Fees and Charges applicable to Merchants which are placed on the Site and will be posted on Your DSBC Financial Europe Merchant Portal inside Our System upon completion, to our satisfaction, of the due diligence procedures of You as a Merchant and approval of the Order.

DSBC Fees and Charges specify Transaction fees and other related fees and charges to be paid by Merchant in connection with the Service, as well as other financial conditions.

By accepting these Terms of Service, You also accept and agree to our Fees and Charges applicable to Merchants which are an integral part of this Agreement.

You accept that based on our risk management assessment We may adjust our Fees and Charges and other financial conditions applicable to you upon prior notification.

2. You are responsible for payment of our fees and charges applicable to You, including without limitation Transaction fees, Chargeback and Refund fees (if any) and other related fees and charges. The respective amounts are payable on demand and will be automatically deducted from the amount of Transaction at the time of the Transaction execution, or from the balance of Your Merchant Account, depending on the nature of the fees and charges applicable to You. You give your irrevocable consent to make such deductions. You accept that Transaction fees are calculated per attempt for all Transaction types, as detailed in DSBC Fees and Charges.

3. If any of the fees or charges applicable to You under this Agreement have not been deducted at the time of the Transaction execution or from the balance of Your Merchant Account, including without limitation the case when the balance of Your Merchant Account is insufficient, We reserve the right to cover such fees and charges in the following order:

- a. From the available Rolling Reserve or other securities that may be established by Us from time to time, and / or
- b. From any other Merchant Account You have with Us, and / or
- c. From Your DSBC Financial Europe Account (any of its subaccounts inside Our System), and / or
- d. By issuing an invoice to You for the amount owed to Us which shall be paid by You within three (3) business days in accordance with the invoice instructions.

4. Your failure to pay any of Your payment obligations under this Agreement on or by the due date shall entitle Us to exercise remedies, including without limitation, the right to assess interest at the maximum rate applicable under the law. All bank transfer fees and charges related to payment of Our invoices shall be borne by You.

5. All fees payable to Us under this Agreement are exclusive of Value Added Tax (VAT) and any additional or other taxes, charges or duties which may be imposed in connection with any and all payments made or due hereunder and shall, if applicable, be borne by You. In case VAT or any other sales tax is or becomes chargeable (retroactively or going forward) in accordance with the applicable laws or regulations, We will add such amount to the fees accordingly.

6. All Your payment obligations under this Agreement including Our fees and charges applied for or in connection with the Service are non-cancellable and non-refundable unless otherwise explicitly agreed.

7. We reserve the right to change financial conditions applicable to You as well as to increase fees and charges under this Agreement effective immediately upon a written notice to You (by e-mail and / or inside Our System) due to:

- a. Any changes introduced by Card Schemes or Our Partner Bank;
- b. Changes in the Service which are made at Your request (always subject to Our first approval);
- c. Your failure to fulfill obligations hereunder;
- d. In other cases specified in these Terms of Service.

We shall also have the right, in Our sole discretion, to change financial conditions applicable to You as well as to increase fees and charges under this Agreement for any other reason at any time upon thirty (30) days written notice to You (by e-mail and / or inside Our System).

If You disagree with the updated or amended financial conditions provided to You, You shall notify Us immediately. Otherwise, You will be deemed to have agreed and accepted the proposed changes and be bound by the updated or amended financial conditions. Your disagreement with the proposed changes will lead to closure of Your Merchant Account and termination of this Agreement with immediate effect.

8. You will be able to create Transaction reports, as well as statements with all fees and charges applied to You inside Our

System following the relevant on-screen instructions of Your DSBC Financial Europe Merchant Portal.

9. You shall remain at all times fully and solely responsible for the assessment and payment of all taxes, duties and other relevant charges incidental to and arising from any sale of goods or services by You. It is Your responsibility to determine which, if any, taxes apply to the payments received, and to report and remit correct taxes to the appropriate tax authority.

We shall not be obligated to determine whether taxes, duties and other relevant charges apply, and are not responsible for the assessment, collecting, reporting, remitting or payment of any taxes, duties and other relevant charges incidental to and arising from any sale of goods or services by You.

5 REPRESENTATIONS AND WARRANTIES

1. Each Party warrants to the other Party that at the Effective Date of this Agreement it has full power, right and lawful authority and capabilities to execute and deliver this Agreement and to perform its obligations under this Agreement and performance of its obligations shall not violate any applicable laws and regulations.

2. The respective Party is duly organized, validly existing and in good standing under the laws of its domicile, and has the legal capacity and corporate authority to own its property and carry on its business as now conducted and is not in breach of its by-laws.

3. Except as expressly stated in this Agreement, no representation, inducement or warranty was, prior to the execution of this Agreement, given or made by one of the Parties hereto with the intent of inducing the other Party to enter into this Agreement, and any representations, inducements or warranties that may have been so given are hereby denied and negated.

4. We use commercially reasonable efforts to enable access to the Service. We also use commercially reasonable efforts to ensure that downtime relating to the Service will not materially impact normal business operations.

The Service, however, is provided on an “as is,” “as available” basis without any representations or warranties. We do not represent or warrant that the Service will be available, accessible, uninterrupted, timely, secure, accurate, complete or entirely error-free all the time.

You may not rely on any representation or warranty regarding the Service by any third party in contravention of the foregoing statements.

We specifically disclaim all representations, warranties and conditions whether express or implied, arising by statute, operation of law, usage of trade, course of dealing, or otherwise, including but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, non-infringement with respect to the Service, except where implied or statutory warranties cannot be disclaimed by the applicable laws or regulations.

5. You warrant that You are in all material respects in compliance with and have at all times been, to such extent, in compliance with, and is not in material default or violation in any respect of any applicable law or regulation, including any regulation, permit or ordinance affecting Your business operation.

6. You acknowledge that there is no action, suit or proceeding at law or in equity now pending or, to the best of Your knowledge, threatened by or against or affecting You which would impair Your right to carry on Your business as now conducted or affect Your financial conditions or operations or Your ability to perform the obligations required under this Agreement.

7. Where You are a legal person, You hereby confirm that the person who acts on Your behalf (Your Representative) is duly authorised and empowered to do so for the purposes of this Agreement and the Service provision. You undertake to provide Us on demand with the documents confirming the powers of the relevant person to enter into this Agreement and abide You by the provisions of this Agreement. It is Your responsibility to ensure that third-party persons will have NO access to Our System through Your DSBC Financial Europe Account or DSBC Financial Europe Account of Your Representatives and will not use Your DSBC Financial Europe Account in connection with this Agreement.

8. You warrant that Your Website, as well as goods and services that You offer, sell or provide comply and will be in compliance during the term of this Agreement with all applicable laws and regulations, and also that You have all ownership or other legal rights to sell the goods or services offered by You to the Users on the Website

9. You acknowledge and agree that We operate solely as a payment intermediary and that We:

- a. Under no circumstances operate as a seller, buyer, dealer, middleman, retailer, auctioneer, supplier, distributor, manufacturer, broker, agent or merchant of the goods and services that You offer, sell or provide;
- b. Make no representations or warranties and do not ensure the quality, safety or legality of the goods and services that

You offer, sell or provide;

- c. Shall not be liable for the goods or services that You offer, sell or provide, as well as for the consequences arising out of the sale of goods or services;
- d. Do not guarantee that any Transaction initiated by Customer will be completed (successful) and shall not be liable for the debts of Customers before You;
- e. Do not bear the risk with respect to the sale of the goods or services including without limitation, any risk associated with the Card fraud or Chargeback; and
- f. Treat all actions and omissions of Your Representatives as duly authorised by You. For the purposes of this Agreement You shall be responsible for the actions and omissions of Your employees, agents and Representatives in connection with the Service.

10. You acknowledge and agree that You have made Your own evaluation in deciding to subscribe for the Service. Without limiting the foregoing, We shall not be responsible for the results that may be obtained from the use of the Service.

11. You acknowledge that You have read and understood Section 12 of this Agreement (Limitation of Liability), which sets forth Our maximum liability in the event of loss or damage to You.

12. You acknowledge and agree that DSBC Services Guarantee Schemes (DGS, if any) do not apply to the funds that appear on the balance of Your Merchant Account, as well as to the funds credited to Your DSBC Account in accordance with this Agreement or held on Your DSBC Account.

13. You accept the electronic nature of the Service to be supplied hereunder and the inherent risk that communications by electronic means may not reach their intended destination or may do so later than intended for reasons outside Our control.

14. You represent and warrant that You will use Your best efforts to reach and maintain the estimated volume of Transactions per month provided to Us. You agree that Your failure to reach the estimated volume of Transactions provided to Us may lead to changes in the financial terms and conditions applicable to You.

15. You acknowledge and agree that Card Schemes (VISA/ MASTER) are the sole and exclusive owners of their respective marks. You undertake not to contest the ownership of the Card Scheme marks for any reason. You accept that Card Schemes may at any time, immediately and without advance notice, prohibit You from using any of the Card Scheme marks for any reason, and to demand termination of this Agreement. You accept that We monitor, on an ongoing basis, the activity and use of the Card Scheme marks by You for the purposes of deterring fraudulent and other wrongful activity and to ensure Your ongoing compliance with the Card Scheme Rules.

16. You accept that Our Core Partner and Card Schemes (VISA/ MASTER) reserve the right to update their rules and stop accepting payments for the goods or services that You sell, if the type of Your activities contradicts with their rules and / or cause damages, including damages to their business reputation.

17. You accept that as an exception, upon respective request from Our Partner or Card Scheme (VISA/ MASTER), including without limitation the case when Your Transaction volume reaches the imposed levels (e.g. Your processing volume of MasterCard marks reaches one (1) million EUR per year), You may be required to enter into a separate direct agreement with Our Partner Bank and / or provide additional information or documents.

6 **MERCHANT RIGHTS AND OBLIGATIONS**

1. You agree and commit:

- Not to use DSBC Financial Europe Products or the Service for any illegal purposes or prohibited activities listed in the General T&Cs and included into the List of Prohibited Activities;
- Not to engage in misleading or deceptive conduct nor to use any services itself or permit others to use the services for any improper, immoral, fraudulent, deceptive activity or unlawful purposes, including without limitation for money laundering or terrorist financing;
- Not knowingly to submit to us Transactions that are illegal or that You should have known were illegal;
- Not to act recklessly or negligently permit or allow others to act in a way that Our business, business of Our Partner or Card Schemes (VISA, MASTER), operation of the Service or Our System will be jeopardized or impaired;
- Not to use the Service in any manner, or in furtherance of any activity that may cause Us to be subject to investigation, prosecution, or legal action;

- Not to attempt to gain unauthorized access to the Service;
- Not to alter, copy, modify or tamper with any software provided by Us for integration purposes with Our System;
- Not to enter in Our System malicious software, including without limitation viruses, worms, and trojans, that can attack or disable the System and / or lead to data compromise;
- Not to disclose or publish performance benchmark results or test results to non-affiliated third parties with respect to the Service without Our prior written consent in each instance;
- Not to use any website in a way which might jeopardize the integrity, confidentiality, or security of Our System and any computer system, servers or network;
- Not to refuse Transactions of Customers who wish to effect payment with a Card;
- Not to favor any particular Card when accepting Transaction for which payment is to be effected through the System;
- Not to apply any additional fees to Customers that pay You with a Card in comparison with other payment methods available on Your Website, also not to set additional limitations which might discriminate Customers when settling this way
- Unless otherwise permitted by the Card Scheme Rules or applicable laws and regulations, not to apply to the Customer (directly or indirectly) a surcharge or any part of Your discount or any contemporaneous finance charge in connection with a Transaction.
- If any surcharge is permitted, it shall be clearly communicated to the Customer. The Customer shall agree to it prior to the Transaction initiation;
- Not to split Card Transaction into separate pieces, which in the case of a cash transaction would have been settled in one amount;
- Not to do anything or allow anything to be done which is likely to harm Our reputation or the reputation of the Card Schemes and / or Our Partner, as well as the system or brand of any of the above;
- Not to provide content through Your Website that violates any applicable laws, regulations, Card Scheme Rules or other standards, including web pages with the content related to the activities from Our List of Prohibited Activities.
- Not to accept Cards as a payment instrument for the commercial activity performed by any third party and / or with the aim to cover any other liability than indicated in this Agreement;
- Not to accept Cards as a means of payment for goods or services that are not rendered in Your ordinary course of business, are prohibited, illegal or immoral under the law governing You, the Customer or Your goods and services;
- Not to accept Cards for paying back a previously granted loan or a cash payment previously made by You;
- Not to present a Transaction until the goods or services underlying the Transaction have been delivered or provided to the Customer or recipient of the goods or services, or the Customer has agreed to an advanced debit or a recurring debit on the Card. Upon request, You must prove that the above conditions are met;
- Not to use "SPAM" in commercials and promotion of Your goods and services in the market. The violation of this rule may lead to Financial Liabilities that shall be paid or reimbursed by You.

2. You accept that without derogating from any other right available to Us under this Agreement, if You act in breach or We believe that You may be acting in breach of the established prohibitions or are involved in illegal or fraudulent activity, We reserve the right to report about Your activity or the Transaction to Our Partner Bank and / or the relevant law enforcement agency or other competent authority and / or claim damages from You. We will take appropriate legal measures to minimize Our losses resulted from the above.

3. You acknowledge, agree and undertake:

- a. To use the Service properly and in accordance with AML / CFT requirements;
- b. To comply and to ensure, on an ongoing basis, compliance with all applicable Card Scheme Rules, as amended from time to time. Card Schemes have the right to enforce any provision of the Card Scheme Rules and to prohibit You and / or Us from engaging in any conduct that the Card Scheme deems could create a risk of injury to the Card Scheme, including injury to reputation, or that could affect the integrity of the Card Scheme computer hardware and software system or the Card Scheme confidential information. You undertake not to take any action that could interfere with or prevent the exercise of this right by the Card Schemes;

- c. To promptly discontinue non-compliance practice with the Card Scheme Rules and / or these Terms of Service upon Our request;
 - d. To submit to Us all requested documents and information for the Service integration and provision. We shall have the right to suspend the Service before You supply Us with the requested documents or information;
 - e. To pay Our Transaction fees, as well as other related fees and charges applicable to You under this Agreement;
 - f. To accept Cards only for the purpose of paying for goods or services that You offer on Your Website and on the basis of direct contractual relationship with the Customer;
 - g. To indicate correct and full purchase price of the goods or services that You offer on Your Website, as well as to provide Customers with such goods or services in a timely and quality manner. You shall verify address of the Customer and ensure that the goods are dispatched to such address. You accept that any Your failure to meet Your obligations before the Customer will be considered as a breach of this Agreement;
 - h. To accept the return of goods or cancellation of services (unless specific conditions for return or cancellation were provided at the time of the Transaction);
 - i. To return the Customer full or partial purchase price (make Refund) in the event that You do not deliver goods or services properly and / or if the Customer refuse the purchase of the goods or services in due course, returned goods, cancelled services, or it was a price adjustment related to a prior purchase;
 - j. Where required, to comply with all safety, security or encryption standards, rules or procedure imposed by Us;
 - k. To inform Us about any circumstances that harmed or may harm Our System and / or affected or may affect proper execution of this Agreement, as well as about any fraudulent or unauthorised actions related to Cards;
 - l. To observe, maintain and comply, on an ongoing basis, with these Terms of Service, General T&Cs, applicable laws, rules and regulations, including without limitation Card Scheme Rules, as well as with any and all policies, guidelines and reasonable instructions We, Our Partner Bank or Card Schemes may issue or make available to You from time to time, including without limitation with respect to the usage of the Card Scheme marks and their acceptance, privacy, security, compliance, risk, chargebacks, refunds and URL monitoring.
You acknowledge that certain countries have distant selling laws and regulations with which it is Your sole responsibility to become familiar and fully compliant.
 - m. To cease any use of Our Confidential Information upon request and to advise Us if any unauthorised person seeks to gain or gained access to Our Confidential Information, either through legal proceedings or otherwise;
 - n. To promptly notify Us about any changes in the list of Your authorised Representatives and / or the powers that each of them exercise with respect to Your DSBC Financial Europe Account or DSBC Financial Europe Merchant Portal, as well as changes in Your legal status, types of activities and other information that may affect validity of these Terms of Service or General T&Cs;
 - o. To inform Us, as well as Users of Your Website, without undue delay, about any errors, regular or possible operational maintenance or repairs taken place on Your Website that may affect the sale of goods or services;
 - p. To ensure, on an ongoing basis, that the goods or services that You sell or provide are in compliance with the laws of the Republic of Lithuania, as well as laws of other states where Your goods or services are sold or provided and You have all licences, permits and other authorisation documents required under the law for such types of activities.
- You shall bear any and all liability for the consequences arising from Your failure to comply with these requirements and undertake to reimburse Us any Financial Liabilities incurred by Us in the result of Your default to comply with the above obligations.
- 4. You accept that We may report to Our Partner Bank any Your actions or omissions that may result in a breach of this Agreement and may increase fees or charges associated with You because of such breach.
 - 5. Unless otherwise permitted by the Card Scheme Rules, for each completed Transaction a printable receipt page must be displayed after the Customer confirms a purchase. The Customer must be provided either with direct link to the Transaction receipt and / or with the receipt sent by email or other electronic means. The Transaction receipt must be in a static format that cannot be easily manipulated after it has been created. The Transaction receipt must not contain any sensitive payment data such as CVV2 / CVC2 code and must include a clear Transaction ID as well as address of Your Website.
 - 6. The amount or number of Transactions charged back to You in one (1) calendar month shall not exceed 1% of the total

amount or total number of Transactions submitted by You in the corresponding period ("**Chargeback Ratio**"), and the ratio of the submitted monthly Transactions with stolen, lost or counterfeit Cards to submitted monthly Transactions with Cards that are not stolen, lost or counterfeit shall not exceed **0.5%** ("**Fraud Ratio**").

Chargeback and Fraud Ratios may be updated from time to time. In the event that You exceed the allowable Chargeback or Fraud Ratios, We shall have the right, in Our sole discretion, to suspend the Service immediately and reassess Your risk level changing it to the higher one which may entail increase in fees and charges to be paid by You in connection with the Service, or close Your Merchant Account and terminate this Agreement with immediate effect.

You shall take all reasonable efforts to reduce the Chargeback and Fraud Ratios to the allowable number and volume. You accept that Your failure to comply with the Chargeback and Fraud Ratios may lead to imposing of Financial Liabilities that shall be paid or reimbursed by You.

7. In some cases, depending on the type of integration with Our System, You shall be responsible for the proper security of any Customer information that You receive in accordance with all relevant PCI-DSS requirements as in force at the time.

You acknowledge that You have full knowledge of the PCI-DSS and hereby undertake faithfully to comply therewith and to prove compliance therewith in an appropriate manner to Us upon request by providing all necessary documents to Us. You shall keep PCI-DSS documentation up to date during the term of this Agreement and promptly report in writing to Us the non-compliance or likely non-compliance with PCI-DSS or any facts that may have impact on Your PCI-DSS compliance. Furthermore, You shall meet all costs associated with achieving compliance. Without derogating from the generality of the above, You assume full responsibility in the event of total or partial non-compliance with the PCI-DSS program.

7 DSBC FINANCIAL EUROPE RIGHTS AND OBLIGATIONS

1. We will collect settlement of proceeds from the Transactions performed by Your Customers on the Website approved by Us. The funds transferred for the benefit of You as Our Merchant will be segregated from Our own funds. You will see the amount of funds transferred to You by Your Customers on the balance of Your Merchant Account inside Our System and will be able to create Transaction reports. We will automatically send the relevant notification to You about the completed or not successful Transaction. Subject to the provisions of these Terms of Service, upon expiry of the hold periods specified in DSBC Financial Europe Fees and Charges, including Rolling Reserve period, settlement periods (batch periods) and payout hold period, Settlement Funds will be exchanged issued by Us at the nominal monetary value and credited to Your DSBC Financial Europe Account.

2. We do not guarantee that the Customer will not cancel the Transaction. You accept that selling goods or services You operate at Your own risk and accept the fact that Transaction may be canceled by the Customer. In such a case You may be required to return the Customer funds of the respective canceled Transaction.

3. If Refund is requested, You accept that We will refund all or part of the amount of the Transaction to the Customer upon receiving respective instructions from You sent inside Our System. Unless other required or permitted by the applicable laws or Card Scheme Rules, Refund shall be carried out on the Card of the original Transaction execution, not by cash or check. We may apply fees for the refund service, as detailed in DSBC Financial Europe Fees and Charges. You accept that We or Our Partner Bank may apply limits on the number or volume of Refunds based on the risk assessment management. You may not be able to make Refunds if they exceed the established limits.

4. You accept that We may establish a minimum amount of Settlement Fund to be indicated in DSBC Financial Europe Fees and Charges and / or posted on Your DSBC Financial Europe Merchant Portal inside Our System. Amounts below the said limit will be accumulated on the balance of Your Merchant Account and will not be paid out until they exceed said limit.

5. Settlement Funds will be credited to Bank Account Statement/ DSBC Corporate Account in Euro. Transactions made by Customers in currencies other than Euro will be converted in Euro. We apply Our own currency exchange policy and currency exchange rates to the currency conversion operations.

You shall bear any additional costs, losses or benefits incurred as a result of fluctuations in the currency exchange rate, including but not limited to fluctuations between the time of the Transaction execution and the time of Refund or Chargeback.

6. You accept that We shall have the right to set Rolling Reserve. The amount of Rolling Reserve depends on Our assessment of Your business risk level and will be calculated on Transactions basis, meaning that a portion of the final

amount of every Transaction will be reserved by Us.

Percent and period of Rolling Reserve are detailed in DSBC Financial Europe Fees and Charges and will be posted on Your DSBC Financial Europe Merchant Portal inside Our System. You accept that during the period of Rolling Reserve You will not be able to use or access funds of Rolling Reserve.

We shall have the right at any time to set-off any Your Financial Liabilities from the available Rolling Reserve. After expiry of the period of Rolling Reserve, the remaining amount of Rolling Reserve not used by Us under this Agreement will be released and included in the next payout of Settlement Funds. We shall have the right to unilaterally change Rolling Reserve conditions applicable to You based on Our assessment of Your risk level, including without limitation the case when You exceed the allowable Chargeback or Fraud Ratios or when Your sales significantly drop. We may establish other types of security to be applicable to Merchants from time to time. We will notify You in advance of any financial security measures introduced by Us that may influence Your use of the Service.

7. We reserve the right to request from You information which has been requested by Our Partner Bank or Card Schemes, including information related to the Refunds and Chargebacks.

8. You accept that if We or Our Partner Bank believe that the Transaction is fraudulent or illegal, the respective Transaction will be declined or canceled.

9. We may check whether Your operations are in compliance with these Terms of Service, including approved details of the Order.

10. You accept that We reserve the right to hold funds of Transactions performed by Your Customers: (i) during the hold periods per Transactions as specified in DSBC Financial Europe Fees and Charges; (ii) for the period We reasonably believe necessary, if We consider the Transaction as suspicious or there is a suspicion or determination of money laundering, fraudulent activity or other criminal activities, - until all suspicions have been allayed in the result of investigation.

11. The funds due to You may be also held by Us: (i) if Customer submitted a Refund or Chargeback request or there are reasonable grounds to believe that such a request will be submitted; (ii) in case of significant increase of void Transaction events, (iii) in the event of non-compliance with the Chargeback or Fraud Ratios, (iv) if You breach these Terms of Service, (v) if any Your actions or omissions may result in loss of Our own funds or may damage Our, Our Partner Bank or Card Schemes reputation, (vi) in other cases listed in Clause 11.3 (except for those covered by Clause 7.10 (ii) above), - until You settle / reimburse all Your Financial Liabilities suffered by Us due to the above and there is no further risk of additional liabilities to be incurred by Us resulting from the acts or omissions of Your activities, but not longer than 365 days from revealing of such facts.

We may also retain funds on Your Merchant Account matching the financial request submitted against You by Our Partner Bank or Card Schemes, including without limitation demand to pay fines or other Financial Liabilities imposed against You, amounts of disputable Transactions.

12. We shall have the right to make deductions from Your Merchant Account, including Transaction amounts, amounts of Chargebacks, Refunds, currency exchange rate losses and other Financial Liabilities that are due by You.

Without derogating from other provisions of these Terms of Service, You undertake to repay / reimburse the following amounts to Us, and hereby consent that the following amounts can be unconditionally deducted from the balance of Your Merchant Account:

- a. Amounts of costs, expenses, fines, penalties and other Financial Liabilities applied to You by Us, Our Partner or Card Schemes or incurred by any of the above in the course of the Service provision to You, including without limitation fines, penalties and other Financial Liabilities which arise because of Your violation of this Agreement, Card Scheme Rules (e.g. for excessive Chargebacks) or any other standards, applicable laws or regulations;
 - b. Amounts of costs, expenses, fines, penalties and other Financial Liabilities incurred by or applied to Us in the result of Your failure to keep confidential Personal Data of Your Customers, including Cardholder or Transaction Data available to You and / or in the result of Your use of such data for illegal or non-authorized purposes;
 - c. Amounts related to handling by Us of the complaints, disputing Transactions or Financial Liabilities imposed on You.
13. If the balance of Your Merchant Account is insufficient to cover all of the above, We reserve the right to make appropriate deductions in the following order:
- a. From the available Rolling Reserve or other securities that may be established by Us from time to time, and / or

- b. From any other Merchant Account You have with Us, and / or
 - c. From Your DSBC Financial Europe Account (any of its subaccounts inside Our System), and / or
 - d. By issuing an invoice to You for the amount owed to Us which shall be paid by You within three (3) business days in accordance with the invoice instructions.
14. We shall be entitled to provide documents and information on You as Our Merchant to Our Partner for the due diligence purposes to ensure the Service provision to You and / or for the compliance with Our contractual obligations, as well as to make information on You available to the Card Schemes and / or regulatory authorities upon request.
15. We shall be authorised to shut down the Service as necessary to conduct maintenance, upgrade, repair and / or provide other necessary attention to Our System or equipment. We determine in our reasonable discretion when to shut down the Service and for what period. In such a case, We will give You advance notice when the Service is shut down.
- In the event of Our System failure or technical deterioration of the Service, We will take all reasonable steps to restore the Service. You shall not be entitled to any form of compensation in such a case.
16. Without derogating from any other right available to Us under this Agreement, applicable laws and regulations or otherwise, We reserve the right to suspend, in Our sole discretion, at any time and for any period of time, providing You with the Service immediately on the basis of risk management considerations or where required to be in compliance with any applicable laws and regulations or for any other reasons. In such a case We will notify You of Our decision to suspend the Service as soon as practically possible.
17. We undertake to ensure Our compliance with the PCI-DSS requirements applied to Us to the extent, to which it is related to storage, processing and transfer of payment card data, and to safety and storage environment of payment card data.

8 INTELLECTUAL PROPERTY

1. We or Our Partners/ Licensors own all rights, title and interest, including without limitation all copyright, Trademark and other Intellectual Property Rights, in and to Eco-System of DSBC Financial Europe and all its components, including the Service, installation documentation of the Service, DSBC Financial Europe Site, DSBC Merchant Account Dashboard, DSBC Gateway, their content and all modifications, alterations, derivative works, and enhancements thereto, and all copies and components used in the provision thereof, including without limitation, all software, techniques, models, specifications, business methods, business processes, website designs, graphics, diagrams, drawings, blueprints, tracings, text, content, trade names, trade secrets, logos, know-how, documentation in relation to the foregoing and any other information (“Intellectual Property”).
2. You acknowledge that if it is not expressly authorised in this Agreement, You are prohibited from any use, reproduction, decompilation, reverse engineering, modification or distribution of any Intellectual Property. You may not sell, resell, assign or otherwise transfer rights to Our System, Service or any Intellectual Property.
3. Except as expressly stated herein, this Agreement does not transfer or grant You any right, title or interest in and to Eco-System of DSBC Financial Europe, its components and other Intellectual Property. You have no right to commercialize all of the above, in whole or in part.
4. You hereby acknowledge that the unauthorised use or release of the Intellectual Property or any part thereof, except as provided herein, would result in damages to Us which could not be adequately compensated for in damages by monetary award. Accordingly, in the event of any such breach, in addition to all other remedies available at law or in equity, We shall be entitled, as a matter of right, to apply to a court of competent equitable jurisdiction for relief by way of restraining order, injunction, decree or otherwise, as may be appropriate to ensure compliance with this Agreement.
5. You shall not use, register or attempt to register any Trademark or domain name that could reasonably be considered confusingly similar to any of DSBC Financial Europe (or its affiliates) Trademarks or DSBC Financial Europe Site.
6. You give Your consent to Us to mention You as Our Merchant for marketing and advertising purposes by indicating and displaying, free of charge, Your name, logo and trademark, hyperlink to Your website among the list of Our clients, on Our Site, inside Our System and / or in articles and other marketing and advertising materials.

9 CONFIDENTIALITY

1. Each Receiving Party agrees to maintain all Confidential Information of the Disclosing Party in confidence and with the same degree of care as it accords to its own Confidential Information, not to use, reproduce, disseminate or in any way

disclose to any person, firm or business any Confidential Information of the Disclosing Party, except to the extent necessary for the purpose of fulfilling its obligations under this Agreement.

2. Each Receiving Party undertakes not use Confidential Information of the Disclosing Party for its own behalf and agrees to take all reasonable precautions to prevent any unauthorised disclosure or use of the Confidential Information of the Disclosing Party including, without limitation, disclosing such Confidential Information only to its employees, contractors or agents with a need to know and who are parties to appropriate agreements sufficient to comply with this Clause.

3. The confidentiality obligations shall not apply to information that:

A. Is or becomes public knowledge through no action or fault of the Receiving Party;

B. Is known to the Receiving Party without restriction, prior to receipt from the Disclosing Party under this Agreement, from its own independent sources as evidenced by the Receiving Party's written records, and which was not acquired, directly or indirectly, from the Disclosing Party;

C. The Receiving 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

D. Was independently developed by the Receiving Party's employees, contractors or agents provided that the Receiving Party can show that those same employees, contractors or agents had no access to the Confidential Information received hereunder;

E. Is identified in writing by the Disclosing Party as no longer confidential.

4. The Confidential Information may be disclosed in response to a valid order by a court or other governmental body, agency, Card Scheme or as otherwise required by applicable law, regulation, Card Scheme Rules or other standards; provided, however, that the Receiving Party shall provide the Disclosing Party with prior written notice of any such disclosure so that the Disclosing Party may seek an appropriate protective order with the reasonable assistance of the Receiving Party, and / or waive compliance with the terms of this undertaking, at the Disclosing Party's absolute discretion. If such order or waiver is not timely obtained, only such portion of the Confidential Information as specifically required shall be disclosed.

5. The Confidential Information may be disclosed only to the Receiving Party's employees, directors, officers, agents and professional advisers having a need to know such Confidential Information for the purposes of this Agreement, and who are bound in writing to protect the Confidential Information from unauthorized use and disclosure.

6. All Confidential Information and materials furnished to the Receiving Party by the Disclosing Party shall remain the sole and exclusive property of the Disclosing Party and nothing in this Agreement including the disclosure of any Confidential Information pursuant hereto shall be construed as granting to the Receiving Party any rights, by license or otherwise in or to any of Disclosing Party's patent, copyright, trademark, trade secret or other intellectual property or proprietary rights.

7. You acknowledge that a breach of Your confidentiality obligations under this Agreement will cause irreparable harm to Us and that the remedy at law for any such breach may be inadequate. You, therefore, agree that, in the event of any such breach or threatened breach, We shall be entitled, in addition to all other available remedies, to an injunction restraining any breach, without the necessity of showing economic loss and without any bond or other security being required. Nothing herein shall limit Our right for damages, losses and expenses caused by any failure of You to comply with the terms of this Clause 9.

8. This Clause 9 shall survive termination of this Agreement for whatever reason, and will bind the Parties, their successors and permitted assigns.

10 DATA PROTECTION

1. Each Party shall comply with Data Protection Requirements applicable to the conduct of its business and the performance of its obligations under this Agreement.

2. When You transfer to Us Personal Data of Your Customers or officers, We and You jointly determine to process Personal Data and for the purposes of Our cooperation We and You are joint data controllers and bear several liability for data protection infringements. Parties shall cooperate in identifying and resolving compliance issues with regard to Data Protection Requirements.

3. Each Party shall respect data privacy and security policies of the other Party. You shall be a subject to Our Privacy

Policy and should check it before accepting these Terms of Service. You should also check whether Your privacy policy duly discloses Your data practices and complies with Data Protection Requirements.

4. You shall implement appropriate technical and organizational measures to ensure, and to be able to demonstrate, that processing of the Personal Data is performed in accordance with the Data Protection Requirements, including maintaining records of all processing activities, complying with the principles of data protection by design and by default and, where required, performing data protection impact assessments and conducting prior consultations with the supervisory authority.

5. You shall warrant that You have appropriate legal grounds to collect, process and transfer to third parties Personal Data of Your Customers. You warrant that You will obtain prior consent from data subjects or has another relevant legal basis (e.g. contract or legitimate interest) to collect, use and process their Personal Data. If You disclose Personal Data without relevant legal basis, You shall be responsible for that unauthorised disclosure in accordance with Data Protection Requirements (including without limitation GDPR).

6. To the extent that each of the Parties processes data subject's Personal Data, it may be required under Data Protection Requirements to honor requests for data access, portability, correction, deletion, and objections to processing. The Parties are cooperating as necessary on data subject's rights.

7. Each of the Parties shall not use, disclose, sell or disseminate any Customer information obtained by the respective Party in connection with the Transaction (including without limitation the names, addresses and card account numbers of Customers), except for the purposes of this Agreement including Transaction performance, collection of payments to DSBC Financial Europe, and resolving any Refund or Chargeback, retrieval requests or similar issues involving Transactions, other than pursuant to a court or governmental agency request, subpoena or order.

8. In case of breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data transmitted, stored or otherwise processed ("Data Breach"), You shall:

A. Notify Data Breach to the relevant supervisory authority without undue delay and, where feasible, not later than 48 hours after having become aware of it, unless You are able to demonstrate, in accordance with the accountability principle, that the Data Breach is unlikely to result in a risk to the rights and freedoms of natural persons;

B. Provide appropriate notice, as well as recommendations to mitigate potential adverse effects, to data subjects in the event of a Data Breach which is likely to result in a high risk to their rights and freedoms.

9. We bind ourselves not to disclose or make any reference to the Personal Data of Your Customers to third parties except for the purposes of:

A. Providing You with the Service described in this Agreement;

B. Internal use, record keeping, internal reporting, and support purposes, such data is to be retained as long as necessary or as required by law;

C. To provide the data as required by law or court order or to defend Your rights in a legal dispute;

D. In other cases provided in Our Privacy Policy.

10. You bind yourself to:

A. Abide by all applicable Data Protection Requirements (including without limitation GDPR);

B. Obtain prior consent from all Your Customers which initiate a Transaction through Your respective Website for the collection, retention, use and processing of Personal Data by You and Us, or have other appropriate legal grounds to collect, retain, use and process Personal Data of Your Customers by You and Us;

C. Protect the data relating to Your Customers, which is collected and stored by You against unauthorised access and shall use said data solely as permitted;

D. Immediately notify Us if You reasonably believe that there has been any security breach including but not limited to instances of unauthorised access or attempt to access Personal Data of Your Customers, including Cardholder and Transaction Data, or where there is a suspected or confirmed damage, loss or theft of such data;

E. Cooperate with and assist Us, at Your expense, in identifying and resolving compliance issues with regard to all applicable laws, rules and regulations;

F. Inform Your Customers that their data will be provided to Us for payment purposes and provide Our contacts if requested.

11. Upon Our request You undertake to disclose such information and / or allow access and fully cooperate, at Your own expense, with any financial, security and / or procedural inspection, investigation and / or audit that may be conducted by or for Us, Our Partner, Card Schemes, regulatory authorities / agencies and / or other relevant payment providers.

12. You shall not do or omit to do, or cause or permit anything to be done or omitted to be done, which may cause or otherwise result in a breach of the Data Protection Requirements by You or Us.

13. Parties' rights and obligations, as well as detailed information on Personal Data processing in relation to providing the Service under this Agreement may be also specified in a separate data processing agreement or addendum between Merchant and DSBC Financial Europe. In the event of any conflict between this Agreement and any separate agreement or addendum concerning data protection Parties entered into, the separate agreement or the addendum will control.

14. In case there are cross-border data transfers between the Parties, European Commission-Approved Standard Contractual Clauses shall be used as a legal mechanism for data transfers and shall be executed between Parties as a separate agreement.

15. We shall not be liable for any data breaches caused by Your fault or for Your non-compliance with Data Protection Requirements (including without limitation GDPR). You, in accordance with Clause 13, are obliged to indemnify and hold Us harmless from and against any claims, losses, fines, penalties and other Financial Liabilities or obligations arising from the violation by You of Data Protection Requirements (including without limitation GDPR).

11 WITHHOLD OF PAYMENT - SUSPENSION - TERMINATION

1. You shall have the right to close Your Merchant Account at DSBC Financial Europe Merchant Dashboard and terminate this Agreement by thirty (30) days' written notice to Us following Our contact details provided in Clause 24 below.

2. You accept that nothing in this Agreement interferes with or lessens Our Partner and Card Schemes right to request termination of this Agreement at any time. You understand that We are obliged to follow such request and terminate the Agreement. Termination of this Agreement provides closure of Your Merchant Account.

3. Without derogating from the aforesaid and other provisions of these Terms of Service, We shall be entitled to unilaterally limit access to the Service, suspend provision of the Service or any part of the Service, defer payout of Settlement Funds to You for the period, mentioned in Clauses 7.10 and 7.11 above, close Your Merchant Account and terminate this Agreement with immediate effect and / or to refuse to provide the Service to You in the future at any time and in Our sole discretion in the following cases:

A. If You fail to perform or comply with any obligation under this Agreement, including without limitation Your obligations under Clause 3.3 and Clause 6 above, and / or do not remedy any breach upon request to such effect made by Us;

B. If We reasonably suspect or believe that You are using the Service in connection with any unauthorised, dishonest or criminal activities, or upon notice from the Card Schemes or Partner that You violated any of the Card Scheme Rules;

C. If We suspect or have evidence that fraud and / or other illegal or prohibited activity is or may be occurring, including fraudulent, prohibited or illegal Transactions;

D. If You become subject of a sanction imposed or an investigation initiated by a regulatory body concerning possible illegal business practices;

E. If Your activity or inactivity contradicts with the Card Scheme Rules, rules of Our Partner, and / or if You fail to comply or We have reasonable grounds to suspect that You are not in compliance with the applicable laws, rules, regulations, procedures, instructions, requirements, recommendations of Card Schemes, Our Partner, competent court or governmental, regulatory authority or agency;

F. If We are required to do so under the law or at the direction of the Card Scheme, Our Partner, competent court or governmental, regulatory authority or agency, including without limitation the case where Your activity deemed to be fraudulent or otherwise wrongful;

G. If You are engaging in such behavior that is damaging to or may harm Us, Our System, Our or Our Partner and / or Card Schemes business reputation;

H. In the event of unauthorised use of the software provided for the purposes of this Agreement or because of other security reasons;

I. If any representation, declaration or warranty stated and made by You when accepting the General T&Cs and / or

these Terms of Service proves to be untrue, false, incorrect, incomplete or misleading;

J. If You fail to supply Us with the requested or updated documents or information, including the documents or information with respect to Your Representatives, and / or provided Us with untrue, false, incorrect, incomplete or misleading information;

K. If You are using the Service on the website address (URL) which has not been indicated in the Order and / or approved by Us;

L. If there is a material change in the number, value or type of payments of which You failed to inform Us in advance and receive Our approval;

M. If You do not comply with the Chargeback or Fraud Ratios;

N. On the basis of risk management considerations;

O. If We cease to provide the Service for any reason or in the event of expiry or termination for any reason of the business relations or cooperation between Us and Our Partner or Card Scheme;

P. If Our Partner ceases to be a customer of the Card Scheme for any reason, or if it fails to have valid license with the Card Scheme to use any Card Scheme mark accepted by You, and / or if Our Partner is required by the Card Scheme to cease to accept Merchant Transactions from Us;

Q. If You sell Your business, there is a change of control over Your business, Your licence or other permit or authorisation has been revoked, You change the name or nature of Your business, You change the legal status of Your business without notification and Our approval of further Service provision;

R. If You fail to pay Your debts or there are pending financial obligations, including without limitation outstanding Financial Liabilities due by You;

S. If You become subject to reorganisation, bankruptcy, restructuring, insolvency, make a general assignment for the benefit of creditors, commence procedures for voluntary winding up, suffer or permit the appointment of a receiver for Your business assets, or are wound up or liquidated, voluntary or otherwise, and /or in case of other similar proceedings or procedures initiated by or against You;

T. If You do not meet Your obligations concerning PCI DSS compliance or do not comply with the technical or security requirements that may be established by Us from time to time or fail to comply with the confidentiality obligations under this Agreement;

U. If You do not respond to the notices sent according to Clause 17 below within one (1) month;

V. If You are in a material breach or We reasonably suspect that You may be in breach of any other provision of these Terms of Service and / or any procedures or instructions resulting in additional work, losses or damages for Us;

W. If Your DSBC Financial Europe Account with Us has been arrested, frozen, suspended or closed;

X. In other cases listed in these Terms of Service and General T&Cs.

4. We will give You a notice of the above-listed measures and reasons for them, unless providing such information would compromise objectively justified security reasons or is prohibited by law.

5. Without derogating from the above, if You stopped Your business or there are no Transactions on Your Merchant Account within three (3) consecutive months We reserve the right to close Your Merchant Account and terminate this Agreement upon a ten (10) day notice to You.

6. The Rolling Reserve or any other type of security established by Us pursuant to this Agreement shall remain in place regardless of closure of Your Merchant Account or termination of this Agreement for as long as there are residual or contingent Financial Liabilities, including Chargebacks, applicable to You.

7. Each Party shall be released from all rights, obligations and liabilities to the other Party occurring or arising after the date of termination of this Agreement, except that closure of Your Merchant Account and termination of this Agreement shall not relieve Us or You from any liability arising prior to such termination or closure, including without limitation, Chargebacks, reversed payments, fines, penalties, fees, charges, credits, adjustments and any other financial or other liabilities or obligations due or which thereafter may become due under the Agreement.

8. You shall pay Us all outstanding debts regardless of whether the invoice was submitted to You before or after closure of Your Merchant Account or termination of this Agreement.

9. You shall not continue to use or display Our, Our affiliates or Card Schemes' marks and names after termination of this

Agreement.

10. Upon termination of this Agreement for any reason, We will cease to provide the Service to You, You shall immediately return to Us all installation documentation and other materials supplied by Us to effect the Transactions and cease to use the Service.

11. Upon termination of this Agreement, You shall also cease all use of Our Confidential Information and either return to Us or destroy all tangible items and embodiments containing or consisting of Our Confidential Information as well as copies thereof in every form made available to You in the course of our cooperation; provided that You shall be entitled to retain a copy of any Confidential Information solely for compliance purposes as required by applicable law or regulation; provided further that any such retained Confidential Information shall continue to be protected by the terms of this Agreement (notwithstanding its termination) for so long as it remains Confidential Information hereunder. Upon Our request, You agree to certify in writing to Us that You have performed the foregoing obligations.

12. Termination of this Agreement shall not affect any provision of this Terms of Service which by its wording or nature is intended to remain effective and to continue to operate in the event of termination of this Agreement (e.g. confidentiality provisions), and shall not prejudice or affect the rights of either Party against the other in respect of any breach of these Terms of Service.

12 LIMITATION OF LIABILITY

1. Conditions for limitation of Our liability are described in the General T&Cs and shall be applicable to You as a Merchant as well.

2. In no event shall We, Our affiliates, subsidiaries, successors, permitted assigns, shareholders, officers, directors, employees, agents or contractors be liable to You or any third party for any indirect, special, consequential, punitive or incidental damages, whether based on negligence, willful misconduct, tort, contract (including without limitation fundamental breach or breach of a fundamental term) or any other theory of law.

3. To the fullest extent permitted under the applicable laws and regulations, neither We, nor Our affiliates, subsidiaries, successors, permitted assigns, shareholders, officers, directors, employees, agents or contractors shall be liable:

A. For any delay or failure to perform the obligations under this Agreement to the extent that the delay or failure is caused by any of the following: (i) failure, interruption, infiltration or corruption of any hardware, software or other telecommunications or data transmission system, including Internet and electricity systems; (ii) Our belief that the Transaction is unauthorised or fraudulent or poses a security risk; (iii) interception or seizure compelled by law or regulation; (iv) Event of Force Majeure, as detailed in Clause 12.4 below.

B. For any losses or damages resulted from delay in payout of Settlement Funds to You due to circumstances beyond Our reasonable control, including the case when funds owed to You are not paid to Us by the respective Partner;

C. For any losses or damages arising from the Service limitation, suspension or inability for the reasons described in these Terms of Service or because of the actions or omissions of third parties;

D. For any losses or damages resulted from Your breach of the security requirements that may be established by Us from time to time for the access to Your Merchant Account and / or other activities on Merchant DSBC Financial Europe Portal;

E. For any losses or damages caused by the Event of Force Majeure, as detailed in Clause 12.4 below;

F. Claims made against You by third parties;

G. For any losses or damages caused by a decision or action of a third party such as court, authority, bank, the other party or any other event that is outside of the control of the erring party;

H. For the actions and omissions taken to be in compliance with the applicable laws, regulations, contractual obligations or rules of Our Partner and / or Card Scheme Rules.

4. Neither Party shall be liable for any economic loss, delay or failure in performance of any part of this Agreement to the extent that such loss, delay or failure is caused by fire, flood, explosion, natural disaster, accident, war, terrorism, riot, strike, embargo, governmental acts or requirements, civil and military authority, act of God, civil unrest, data trespass or any other cause beyond such Party's reasonable control ("Event of Force Majeure").

Events of Force Majeure require appropriate confirmation of the competent authorities.

The Parties undertake to use all reasonable endeavors to avoid or mitigate the impact of any Event of Force Majeure and

to recommence performance of their obligations under this Agreement as soon as reasonably possible. In the event that the cause of the Force Majeure lasts longer than three (3) months, either Party is entitled to terminate this Agreement with a written notice of immediate effect. Termination of this Agreement provides closure of Your Merchant Account.

5. Our maximum aggregate liability howsoever arising under or in connection with this Agreement, including by way of negligence or any other reason, shall be limited to the fees and charges paid by You to Us during the three (3) calendar months immediately preceding the date on which the relevant cause of action arose.

6. Any claim for compensation for faults or damages You must present in writing to Us within ninety (90) days after the occurring of the alleged fault or damage.

7. Provisions for limitation of Our liability under this Agreement shall apply to the extent permitted under the law. In the event that the applicable laws or regulations do not allow to exclude or limit Our liability under this Agreement, the respective regulatory conditions shall apply.

13 INDEMNIFICATION - SET OFF

1. You hereby agree to indemnify, defend and hold Us and Our affiliates, subsidiaries, successors, permitted assigns, shareholders, officers, directors, employees, agents and contractors harmless from and against any and all awards, causes of action, threatened actions, obligations, assessments and any Financial Liabilities of whatever nature each of them may suffer or incur, including without limitation claims of Your Customers, Users of Your Website, Our Partner or other third parties, resulting from or arising out of or in connection with:

A. Your Website, Trademarks, goods or services;

B. Your or any of Your Representative direct or indirect actions and omissions;

C. Any breach or alleged breach or non-compliance by You of any representation, warranty, covenant or other obligation or condition under this Agreement;

D. Your or any of Your Representatives, employees, contractors or agents' negligence, willful misconduct or fraud;

E. Any actual or alleged infringement, misappropriation, or violation of Our or any third party patent, copyright, Trademark or other Intellectual Property Right;

F. Any Data Breach or other security breach including without limitation in relation to information of Your Customers and Your compliance with PCI DSS;

G. Disputes and claims of the Customers or Users, including, without limitation, claims relating to Your disclosure of Personal Data of Your Customers, including Cardholder and Transaction Data; and

H. Any alleged or actual violation by You of any applicable laws, regulations, policies, guidelines, ordinances, orders, Data Protection Requirements, rules, including without limitation, PCI DSS, Card Scheme Rules, or any requirements of the governmental, regulatory authority or agency having jurisdiction over the subject matter hereof.

In the event You cause any Financial Liabilities to be charged to Us for Your violation of any of the above, You agree to immediately reimburse Us for such Financial Liabilities after We provide You with a written notice with reasonable evidence of the liabilities implied against Us.

The duty to indemnify shall also apply if You had no opportunity of raising objections or defenses prior to payment by Us of any penalty charges. We are not obliged to allow You the possibility of negotiating, or suchlike, with Our Partner or Card Schemes prior to payment of the penalty charges by You.

2. In connection with the foregoing indemnity obligations:

A. You shall provide Us with prompt written notice of third-party claim (it being understood, however, that failure to provide such notification shall not relieve You of Your indemnification obligations hereunder, except to the extent You have been materially prejudiced by the delay);

B. You shall have the right to have sole control over the litigation or settlement of third-party claim so long as any such settlement does not involve the admission of any wrongdoing by Us or restrict Our future actions and includes a full Our release, provided, however, that We may obtain separate counsel to represent Our interests;

C. You shall use reasonable endeavors to mitigate the Financial Liabilities;

D. You shall not agree to any settlement or consent to judgment that requires an admission of liability or payment of money by Us without Our prior written consent; and

E. We will provide reasonable cooperation in the defense and all related settlement negotiations, all at Your sole cost

and expense.

3. If We are entitled to compensation under this Agreement, We shall have the right to deduct the amount of funds You owe to Us from the balance of Your Merchant Account. In the event that the balance of Your Merchant Account is insufficient to cover the compensation to Us, We reserve the right to cover such compensation in the following order:

- A. From the available Rolling Reserve or other securities that may be established by Us from time to time, and / or
- B. From any other Merchant Account You have with Us, and / or
- C. From Your DSBC Financial Europe Account (any of its subaccounts inside Our System), and / or
- D. By issuing an invoice to You for the amount owed to Us which shall be paid by You within three (3) business days in accordance with the invoice instructions.

4. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding the termination of the Agreement.

5. We shall be entitled to set-off any of Your indebtedness towards Ours pursuant to this Agreement from the balance of any of Your Merchant Accounts inside Our System or from and against any other funds credited to or owing to You under this Agreement. We may exercise this right of set-off at any time and without notice. Customer acknowledges and agrees that not applying the reimbursement or set-off for any period of time does not constitute a waiver of DSBC Financial Europe's right to impose the application of such reimbursement or set-off retroactively. We also reserve the right, at any point in time, to send You reminders or to take other debt collections measures. In the case that any extra charges have been incurred in connection with any debt collection or enforcement measures We reserve the right to charge You with them.

14 **MERCHANT DISPUTES**

1. You agree that any dispute or claim regarding the goods or services that You sell using the Service is between You and Your Customer or User, and agree that We shall not be a party to any such dispute or claim.

2. You are required to respond to the Customer disputes and handle Chargebacks in accordance with the Card Scheme Rules.

3. Accepting these Terms of Service, You authorise Us to represent Your Chargeback contest request in front of Our Partner. You accept that this service is optional. Should You use this service, Chargeback representation fee may be charged per each successfully disputed Chargeback, as detailed in DSBC Fees and Charges.

4. We reserve the right to reject Your Chargeback contest request in Our sole discretion without indicating the reason for rejection.

5. The Chargeback contest procedure and Our representation services include:

- A. Analysis of the dispute;
- B. Collecting of the required documentation from Your side;
- C. Checking of the provided documents, their processing and addition of required data;
- D. Passing of the Chargeback Contest Procedure on the side of Our Partner.

6. You may not require a Customer to waive a right to dispute a Transaction and / or otherwise transfer or attempt to transfer Your financial liability before Customer.

15 **CHANGES TO THE TERMS OF SERVICE**

1. We reserve the right to change these Terms of Service at any time.

2. Unless otherwise stated herein, changes to these Terms of Service are subject to at least thirty (30) days advance notification before their proposed effective date. If You do not notify Us that changes to these Terms of Service are not accepted by You before the proposed date of their entry in force, You will be deemed to have accepted such changes and be bound by the updated or amended Terms of Service.

3. In the event that You reject changes to these Terms of Service, You have the right to terminate this Agreement free of charge and with effect at any time until the date of their proposed date of entry into force. Your notice rejecting changes to these Terms of Service will be deemed as a notice of termination of this Agreement. This means that We will stop providing Service to You and close Your Merchant Account.

4. Notwithstanding above, We have the right to change the terms, conditions or specifications of the Service due to:

- A. Changes in the Service which are made at Your request, - effective upon Our approval of the requested or proposed changes and / or updated or amended fees and charges applicable to such changes;
 - B. Changes in the Service and / or Our fees or charges which are made at the request or due to changes in the rules or tariffs of Card Schemes, Our Partner or any other third party service provider involved by Us, - effective immediately upon a written notice to You (by e-mail and / or inside Our System). If you disagree with such changes you are entitled to terminate the Agreement subject to Clause 11.1;
 - C. Your failure to fulfill the obligations hereunder, - effective immediately upon a written notice to You (by e-mail and / or inside Our System);
 - D. Changes in applicable laws or regulations that affect Our ability to provide the Service or Your ability to use the Service, - effective immediately upon a written notice to You (by e-mail and / or inside Our System).
5. You accept that changes to Our currency exchange rates do not require Your consent and shall come into effect immediately.
6. You are not entitled to unilaterally change, amend or alter provisions of these Terms of Service, DSBC Financial Europe Fees and Charges or financial conditions applicable to You that are posted on Your DSBC Financial Europe Merchant Portal inside Our System.

16 LANGUAGE

The English language is a formal language of these Terms of Service; information and documents to be provided and executed by You under these Terms of Service, as well as communication between You and Us, shall be in English. The provisions of these Terms of Service in English shall prevail over any other language that may be used in Our communication with You (where so required). Using in Our communication with You of any other language is exclusively for informal purposes and in no way shall alter, change or modify these Terms of Service.

17 NOTICES

1. Notices hereunder shall be delivered and effective as follows: every notice required or contemplated by this Agreement to be given to the respective Party shall be in writing and in English and may be given (i) by hand delivery, (ii) by overnight commercial courier delivery service or express mail, (iii) by fax, (iv) by registered mail with acknowledge on receipt or (v) by e-mail.
 2. You accept that notices and other communications can be also delivered to You by posting on Your DSBC Financial Europe Merchant Portal or placing on the Site, if the respective notice or communication refers to all Our Merchants.
 3. You give a consent to Us to receive notices and other communications electronically.
 4. The said notice shall be deemed delivered (i) on the date of hand delivery;(ii) the next business day after delivery to an overnight commercial courier service or to national postal service for express mail for delivery on the next business day; (iii) the date of transmission of the fax, if an electronic transmission report is obtained and retained, showing that all pages have been successfully transmitted; or (iv) seven (7) days after mailing by registered mail with acknowledge on receipt; (v) on the date the e-mail is sent, if addressed to the intended Party at the verified e-mail address. If an e-mail is received on the respective Party's business day, but not within business hours, it shall be deemed to have been received on the following business day. Verified e-mail address of Your business DSBC Account with Us shall be considered and used as Your e-mail address for correspondence hereunder. Our contact details including e-mail address for correspondence are provided in Clause 24 below.
- If a notice or other communication is transmitted to You by posting on Your DSBC Merchant Dashboard or placing on the Site, it shall be considered delivered to You upon posting or placing.
5. All communications sent by e-mail to the verified e-mail address or sent by registered mail to the last address of You indicated in Our System will be deemed to have been delivered to You regardless of whether any such communications have been returned through registered mail.

18 GOVERNING LAW - DISPUTES RESOLUTION

1. The construction, validity and performance of these Terms of Service, as well as any rights, obligations, claims or disputes arising out of them shall be governed in all respects by the laws of the Republic of Lithuania without recourse to the conflict of laws rules regardless of the venue or jurisdiction in which a dispute arises.
2. The Parties shall use their best endeavors to settle all disputes by way of negotiations. Unless settled by negotiations,

any dispute, arising out of or relating to this Agreement, shall be finally settled by arbitration in the Vilnius Court of Commercial Arbitration in accordance with its Rules of Arbitration. The number of arbitrators shall be agreed by the Parties. The place of arbitration shall be Vilnius, Republic of Lithuania. The language of arbitration shall be English.

19 INDEPENDENT CONTRACTORS

The Parties to this Agreement are independent contractors and neither Party is the agent, joint venture, partner or employee of the other. No relationship of principal to an agent, master to a servant, employer to employee, franchiser to franchisee, partners or joint ventures is established hereby between the Parties. Save as expressly stated herein, neither Party has the authority to bind the other Party nor incur any obligation on its behalf.

20 ASSIGNMENT

1. We reserve the right to assign Our rights and obligations under this Agreement to any third party at any time without Your consent or approval in connection with a merger, acquisition, reorganization, recapitalisation or sale of all of or substantially all of Our stock, business or assets, provided that such an assignment will be in compliance with the applicable laws and regulations.

2. You may not assign or sub-contract this Agreement or deal in any way with all or any part of the benefit of, or Your rights or obligations under this Agreement without Our prior written consent. Any attempt to assign this Agreement other than as permitted herein shall be null and void.

21 SEVERABILITY

All the provisions of these Terms of Service are distinct and severable. If any court or other authority of competent jurisdiction finds any provision or part of any provision of these Terms of Service to be invalid, unenforceable or illegal, this shall not impair the operation of these Terms of Service or affect the other provisions, which are valid. If any provision or part of any provision of these Terms of Service is inconsistent with the applicable laws and regulations, the requirements of the applicable laws and regulations override these Terms of Service in the part of their inconsistency.

22 NO WAIVER

Failure or delay by Us to exercise any right, power or remedy under these Terms of Service or to require or enforce strict performance by You of any provision of these Terms of Service and any supplemental or incorporated documents or policies shall not be regarded as a waiver or relinquishment of any such right, power or remedy. Our waiver of any default or breach of this Agreement shall not be effective unless given in a signed writing and shall not constitute a continuing waiver or waiver of any other or subsequent default or breach.

23 AGREEMENT ENTIRETY

This Agreement together with DSBC Fees and Charges and any other documents referred to herein or attached hereto shall constitute an entire agreement of the Parties with respect to the subject matter hereof, into which all prior negotiation, commitments, representations and undertakings of the Parties related to the subject matter hereof are merged and, except as herein specifically provided, there are no oral or written understandings or agreements between the Parties hereto relating to the subject matter hereof.

24 CONTACTS

To contact Us on Merchant related matters, please use the following contact details:

Email:

Website:

Address:

We will notify You about changes in Our contact details or contact tools available to You. Please consider that all communications with Us are subject to Our working hours.

The parties hereto have executed this Agreement as of the date first above written

Authorized person name:	
Title:	
Signature:	

UAB “DSBC Financial Europe”	
Authorized person name:	
Title:	
Signature:	