



# GENERAL PAYMENT PROCESSING SERVICE TERMS AND CONDITIONS FOR MERCHANTS v. 1.3

## 1. BACKGROUND AND PURPOSE

Paytrail Plc, with Business ID 2122839-7 provides payment processing services to Merchants, i.e. companies, selling products and services online to other companies and Consumers. The payment processing services enable Merchants and Customers to conduct e-commerce. These General Payment Processing Terms and Conditions for Merchants (“General Terms”) are applicable to agreements entered into between Paytrail and Merchants regarding payments made within the merchant's online business by the means of online bank payment, credit or debit card payment.

## 2. DEFINITIONS

The following definitions shall have the respective meaning in these General Terms:

**Agreement:** The written (or electronic) agreement entered into between Paytrail and the Merchant regarding payment processing services to which these General Terms are applied and are an integral part of.

**Business:** A company or organization that has entered into electronic payment service agreement with Nets. The term may also refer to the business' place of operation, representative or its subcontractor. In regards to credit card payments processed in accordance with the Agreement, Paytrail acts as the Business as per Net's electronic payment service agreement.

**Card Scheme:** MasterCard, VISA or any other card payment scheme that Paytrail offers and promotes in the Services from time to time.

**Customer:** A Consumer or company that purchases products or services online from the Merchant.

**Consumer:** A Customer who is private person who acquires a consumer product or service primarily for a purpose other than conducting business.

**Merchant:** A company selling its products or services to the Customers online and who has entered into the Agreement with Paytrail. The Merchant is the vendor of the products or services and the creditor of the Customer.

**Party or Parties:** Either individually to Paytrail or the Merchant and together to both Paytrail and the Merchant.

**Product:** Goods or services, or a combination thereof supplied to the Customer in accordance with the terms of the sale agreement(s) entered into between the Merchant and the Customer.

**Rules:** All current and future by-laws, rules and regulations promulgated by companies offering or implementing Card Schemes and which are applicable to the Services and the System.

**Sale:** Sale of products or services by the Merchant to the Customer.

**Services:** As explained in section 3 below.

**System:** As explained in section 3 below.

## 3. MERCHANT RIGHTS AND PAYTRAIL OBLIGATIONS

Paytrail provides the Merchant with data and payment processing, receivable invoicing, reconciliation and reporting services and Paytrail owns the bank accounts used in the provision of the said services to Merchant (“Services”) as defined in more detail in the Agreement.

Paytrail provides the Merchant with a technical system for its Customers to utilize the Services according to the technical specifications as per Exhibit 1 (“System”) and right to use and market the System and the Services to the foregoing purpose and use Paytrail's trademarks and service marks, strictly in accordance with Paytrail's instructions, only in the connection thereto.

The Merchant acts as the vendor, as specified in the Sale agreement.

Under no circumstance is Paytrail responsible for a Customer paying the Merchant, furthermore Paytrail does not take ownership of or responsibility for any goods or services supplied or to be supplied by the Merchant to the Customer.

Paytrail gives no guarantee, representation or warranty concerning fitness for any specific purpose for the System or the Services and there are no guarantees, except those specifically stated in these General Terms, whether expressed or implied. Paytrail shall not provide any Customer support and shall refer any possible queries from the Customers to the Merchant.

Paytrail may, in its sole discretion, modify or suspend the provision of the Services and/or the System due to suspected illegal activities or if the provision of the Services and/or the System is compromised by the Merchant or any Customer.

If the Merchant has requested that some or all of the collected payments from the Customers be converted into a currency other than the one in which they were collected prior to transfer to the Merchant, then the exchange rates used for such conversion will be made known to the Merchant. The right to raise objection against the used exchange rates shall be waived and invalidated if such objection is not made within fourteen (14) days after receipt of said notification to the Merchant.

Paytrail may furnish to the Merchant periodic advice and assistance with respect to the Services and the System, as Paytrail may from time to time determine to be reasonably necessary, including consultation and advice regarding the implementation of payment methods appropriate to the Merchant's market.



All information based on customers' activity in the System or Service belongs to Paytrail and Paytrail is allowed to use it for producing payment services, however, acknowledging the confidential pieces of Customers' and Merchants' information. In case of confidential information, Paytrail complies with section 7. of the General Terms.

Paytrail has the right to use Customer information received from the Merchant for producing the payment service and simplifying Customers' payment transactions. Paytrail has no right to disclose Customer information to third party without the Customer's specific consent.

Paytrail shall comply with all applicable laws.

#### **4. MERCHANT GENERAL OBLIGATIONS**

The Merchant shall provide Paytrail with all the information, approvals, powers of attorney and other documents and authorizations, as specified by Paytrail from time to time, in order for Paytrail to provide the Services and the System.

To carry out the provision of the Services and to ensure accurate and timely processing of all of the Sales, the Merchant shall provide all necessary data in compliance with the specifications as provided by Paytrail. The Merchant acknowledges that its failure to comply with the specifications for data delivery may result in a delay, suspension or cancellation of processing of the effected Sales.

The Merchant represents and warrants that all the Sale agreements are executed, valid and the products and/or services are marketed and delivered to the Customers in accordance with the applicable law and the Sale agreements. The Merchant shall be responsible for the Sale to the Customer as a vendor, as specified by the applicable law and the Sale agreement terms and conditions.

The Merchant shall indemnify and hold Paytrail harmless against all expenses, costs, damages, interests incurred by Paytrail based on the Sale or the Sale agreement, misuse of credit cards, account information or the Service.

In particular in the Sale of Consumer goods or services, the Merchant must indicate on its website the price and shipping costs of the Consumer goods or services being sold and provide all other information required by applicable laws. The total price, shipping costs and all other terms and conditions applicable to the Sale shall also be communicated to the Consumer in writing or electronically in such a way that the Consumer can record or reproduce the information in an unaltered form.

In accordance with the applicable law, the Consumer or the Customer may have the right to withdraw from the Sale agreement by notifying the Merchant within the period specified in the law or terminate the Sale agreement. If the Sale is cancelled, terminated or becomes void by virtue of the law and Paytrail is responsible for reimbursing all the payments received from the Consumer, the Merchant shall compensate Paytrail for this amount as well as the settlement costs with a 13% settlement fee.

Paytrail is entitled to set off any amount the Merchant is liable for from the payments Paytrail shall transfer to the Merchant due to the Sales.

The Merchant shall also compensate Paytrail for all the expenses incurred upon a dispute rising with regard to the Sale.

The Merchant shall comply with all applicable laws and the Rules.

The Merchant assumes full credit risk for the Customers. This liability is not subject to any limitation of liability that may be expressed elsewhere in the Agreement or these General Terms and survives any termination of the Agreement.

The Merchant agrees to enter into agreements with third parties enabling Paytrail to provide the Services and the System for the Merchant. The Merchant shall bear the costs associated with procuring and maintaining such third-party agreements. The Merchant acknowledges and agrees that Paytrail does not have the authority to negotiate, facilitate or allow changes to these agreements.

Paytrail is entitled to withhold (part of) any collected payments due to Sales if Paytrail deems such necessary considering the risk of chargebacks, reversed payments, penalties under the Rules and other further (future) obligations of the Merchant under the Agreement, provided that they are plausible and foreseeable to occur. The amounts withheld will be held for such period of time as is consistent with the Merchant's liability for reversal of Sales transactions. No interest is to be paid on the withheld amounts by Paytrail.

Without prejudice to the right of the Merchant to appeal a reported chargeback or reversed payment with the acquiring bank, the Merchant explicitly agrees to accept any such reported reversed payments, penalties or other fees and expenses reported by Paytrail provided that Paytrail notifies the Merchant of any such amount.

#### **5. MAINTENANCE, SUPPORT AND USABILITY OF SERVICE**

Paytrail shall provide maintenance and technical support for the System as specified by Paytrail from time to time.

Paytrail's goal is to ensure that the System and the Services are available on Paytrail's infrastructure all the time. However, Paytrail is not liable for any damages to the Merchant or the Customer caused by i) force majeure reasons (including but not limited to Internet traffic disruptions) or ii) disruptions in Paytrail's suppliers' services (including but not limited to disruptions in online payment services of banks). Furthermore, Paytrail shall not be liable for any damages to the Merchant or the Customer caused by any downtime of the System and/or the Services during any maintenance, support or technical assistance activities or when suspected illegal activities are investigated and solved.

## 6. PAYMENTS AND PAYMENT TERMS

The Merchant shall pay Paytrail the fees for i) the payments made by the Customers to the Merchants due to the Sales; ii) the right to use the System and the Services as well as iii) other remunerations in accordance with the price list of Paytrail in force.

Payment for Paytrail's services is directly deducted from the settlement and the remaining amount is transferred to the Merchant. The settlement is the payments the Merchant receives from the Customers on behalf of the Merchant from the sales. In rare cases when this is not applicable (where the Merchant select to be invoiced for the transaction fees and incurs a 10€ per invoice fee), if payment is delayed or missed by the Merchant, Paytrail has the right to deduct the amounts plus late charges in the form of interest and collections fees from the forthcoming settlement of the Merchant.

In the event Paytrail determines that the Agreement exposes Paytrail to financial risk and a security is required to mitigate this risk, upon written request by Paytrail, the Merchant shall provide Paytrail with a deposit valid as long as the term of the Agreement, in form of immediately available funds or a bank guarantee, which deposit may be used for any kind of contractual obligation of the Merchant.

Paytrail may change any of its fees by notifying the Merchant two months prior to the effective date of the changes by email, in writing or by posting a notice on the extranet site of Paytrail.

## 7. CONFIDENTIALITY AND DATA SECURITY

"Confidential Information" shall mean trade secrets, know-how and any and all other material, information and data of a Party, whether commercial, technical or other kind of and whether in oral, graphic, visual, written, electronic, machine readable or any other tangible or intangible form including, without limitation, any document, data, materials, trade secret, process, know-how, technique, design, product, prototype, drawing, diagram, program, source code, invention (whether or not patentable) or work in process, and any financial, supplier, operational, administrative, technical, product, customer, employee, investor or business information.

The structure of the System and technologies underlying or contained in the System or the Service, are strictly confidential trade secrets and the Confidential Information of Paytrail.

Neither Party shall disclose, copy, modify, alter, distribute or use the Confidential Information of the other Party except as specifically provided in the Agreement.

However, neither Party will be required to treat as Confidential Information any information that:

1. is in or enters the public domain through no act or omission of the other Party; or
2. was already in the possession of the Party, and the Party can prove that, without any restrictions on its transfer or use before the Party obtained the Confidential Information from the other Party or its customer or its contracting partner; or
3. is or was lawfully received by the Party in good faith from a third party on a non-confidential basis, provided that the source of the information was not bound by an obligation of confidentiality with respect to such information; or

4. is or was independently developed by or for the Party without use, directly or indirectly, of the Confidential Information of the other Party; or
5. is required to be disclosed pursuant to law, Court order or the rules of any governmental organization, provided that the Party uses all its efforts to limit the scope of disclosure and to give the other Party prior written notice of such required disclosure.

Furthermore, Paytrail has the right to disclose the Confidential Information concerning the Merchant and its Customers to banks and credit institutions with which it has agreements and to receive information from them regarding the Merchant and its Customers.

Paytrail has the right publish the name of a customer after the customer has implemented the Service and/or has informed that Paytrail Service has been implemented on their website, e.g. by adding Paytrail in their terms of delivery or by implementing the Paytrail payment buttons on the website.

Paytrail has the right to activate new payment methods in the System by serving a notice to the Merchant 30 days before service activation. The merchant is under an obligation to inform Paytrail if they do not want to implement the new payment methods.

The Merchant undertakes to fully assist Paytrail to enable Paytrail to fulfill its obligations towards the other contracting parties of Paytrail. Paytrail's operations are partly based on the data security systems of its contracting parties. Paytrail is not liable for and damages or delays on the part of the systems and services of its contracting parties.

Paytrail is responsible for information security of the System and the Services as well as for ensuring that they meet all the requirements of applicable laws.

The Merchant remains solely responsible in its capacity as the personal data controller relating to any and all personal data of the Customers and the Merchant itself.

## 8. LIABILITY

Each Party is liable to compensate the other Party for damages it has caused. However, Paytrail shall not liable for any indirect or consequential damages, such as loss of profit, goodwill or data or cover purchase or financial costs and interests that are caused by any failures in or downtime of the Service or the System. Furthermore, Paytrail is not liable for any damages caused by the misuse of any methods of payment, including but not limited to cards, account information or the Service or the settling and remedying thereof.

The maximum limit of the liability of either Party is the invoiced amount of the Sale to which the damages directly relate to or 1,000€ depending on which amount is lower. However, the total aggregate liability of either Party may not exceed 5,000€.

The limitations in this section 8 do not apply if the damages have been caused by willful action or gross negligence or breach of section 7 or section 4.



The Merchant understands and agrees that during the term of this Agreement and after its termination for any reason whatsoever, the Merchant shall continue to bear total responsibility for all reversed payments, penalties set out by the Rules, credits and adjustments resulting from transactions due to the Sales processed pursuant to the Agreement and all other amounts then due or which thereafter may become due under the Agreement. This responsibility is not subject to any limitation of liability that may be expressed elsewhere in the Agreement or in these General Terms.

## 9. GENERAL REPRESENTATIONS AND WARRANTIES

The Merchant represents and warrants that i) the business carried on by the Merchant is a legitimate business and the Merchant is not engaged in any conduct or transactions which may be considered unlawful in any jurisdiction in which the Merchant conducts its business and that the Merchant has complied and will comply with all laws, regulations and requirements applicable to its business; and ii) it is not aware of any information which Paytrail would reasonably require and expect to be informed of for the purpose of making an informed assessment of the Merchant and its ability to perform its obligations under the Agreement; and iii) there is no claim, litigation proceeding or governmental investigation pending, threatened against or relating to the Merchant or businesses of the Merchant which does, or may reasonably be expected to, materially adversely affect the ability of the Merchant to enter into the Agreement or to carry out its obligations hereunder.

## 10. INDEMNIFICATION

The Merchant agrees to defend, hold harmless and indemnify Paytrail from and against all claims, liabilities, costs or expenses (including reasonable attorney fees as well as those necessary to successfully establish the right to indemnification) threatened, asserted or filed against Paytrail relating to or arising directly or indirectly out of or in any way connected with the Sales or with a violation of Rules by the Merchant arising out of or in any way connected with the Sales or with a violation of the Rules by the Merchant. This liability is not limited by any limitation in liability that may be expressed elsewhere in the Agreement or these General Terms.

If any action is brought against Paytrail in which indemnity is sought from the Merchant, Paytrail shall:

1. provide the Merchant prompt written notice of any such indemnified claim;
2. permit the Merchant, through counsel mutually acceptable, to respond and defend such indemnified claim; and
3. provide the Merchant information and reasonable assistance at the Merchant's expense to help the Merchant defend such indemnified claim.

The Merchant shall reimburse Paytrail for any payments made or losses suffered based upon the judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of indemnified claims. The Merchant shall not settle any indemnified claim on Paytrail's behalf without first obtaining their written permission.

## 11. VALIDITY AND TERMINATION OF AGREEMENT

The Agreement is effective until further notice. The Merchant is entitled to terminate the Agreement by serving a written notice to Paytrail whereupon the Agreement is terminated on last day of the next month from the following day of the receipt of the notice. Paytrail is entitled to terminate the Agreement with two month's notice period by serving a written notice to the Merchant.

Each Party has the right to terminate the Agreement with immediate effect if the other Party is in material breach of the Agreement.

Paytrail is entitled to terminate the Agreement, suspend or limit the provision of payment services or the scope thereof, effective immediately, also in any situation in which:

1. Paytrail suspects that illegal activities such as fraud or money laundering may be occurring;
2. Paytrail deems that continued cooperation with the Merchant would be detrimental to the reputation of Paytrail or its partners or in some other way harmful to them;
3. the number of chargebacks or reversed payments due to the Sales exceeds a limit as set forth in the Rules;
4. if the Merchant is subject to bankruptcy or other insolvency proceedings or is or threatens to become insolvent;
5. if the Merchant sells its business for which the Services and/or the System are provided without prior written notice to and an approval by Paytrail;
6. if the Merchant changes its name or the nature of its business for which the Services and/or the System are provided without prior written notice to and an approval by Paytrail;
7. in the event that a card acquirer, Card Scheme rights holder, clearing association, bank, regulatory, supervisory, governmental, legal or other law enforcement authority so requires, informs, advises or instructs Paytrail to modify, suspend or terminate any or all of the Services and/or the System; or
8. there is a change or amendment to statutory regulations, Rule, local and international banking regulation and/or currency restriction from local and/or central banks which mandates modification, suspension or termination.

The Merchant shall immediately be notified of a suspension pursuant this section 11.

Upon any termination of the Agreement:

all rights granted to the Merchant shall terminate, and the Merchant shall cease to use and market the Services and the System and immediately return any and all materials of Paytrail at the Merchant's sole risk and cost to Paytrail and reliably and permanently destroy any and all such materials that cannot be returned.

all payment obligations by the Merchant to Paytrail shall become immediately due and payable.





## 12. INTELLECTUAL PROPERTY RIGHTS

The sole and exclusive title, right and interest in and to all intellectual property rights, including but not limited to copyright, patent, utility model, data base, trade secret, proprietary information, whether registered or not, relating to the System and the Service and any materials provided by Paytrail and all copies, modifications, alterations and derivative works thereof by whomever produced are and shall remain solely with Paytrail and its suppliers.

In no event shall the Merchant gain any rights of title or any intellectual property rights in or to the System, the Service or any materials provided by Paytrail.

## 13. MISCELLANEOUS

The Agreement does not form any kind of contractual relationship between Paytrail's partners or its suppliers and the Merchants.

The Parties' relationship shall be solely that of independent contractors and nothing contained in this Agreement shall be construed to make either party an employee, agent, partner, joint venturer, or representative of the other or constitute a partnership for any purpose unless explicitly otherwise agreed in the Agreement.

The Agreement and these General Terms with appendices constitutes the complete agreement between the Parties with respect to the subject matter hereof and supersedes all proposals, oral or written, all previous negotiations, understandings, and all oral and written agreements and all other communications between the parties with respect to the subject matter of the Agreement.

If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law. The remaining provisions of the Agreement shall remain in full force and effect.

No change, deletion, modification, amendment, supplement to or waiver of the Agreement shall be binding upon a Party unless made in writing and signed by a duly authorized representative of the Parties. No failure or delay by either Party in exercising any right, power, or remedy under the Agreement shall operate as a waiver of any such right, power or remedy. No waiver of any particular breach or any right or remedy with respect to such breach shall preclude, affect or impair enforcement of any right or remedy with respect to any subsequent breach.

The Merchant may not transfer the Agreement to another party without Paytrail's prior written consent. Paytrail has the right to transfer the Agreement to a third party in the same line of business.

Paytrail may use suppliers and subcontractors in performing the obligations under the Agreement.

In the event that a Party is unable to comply with its obligations under the Agreement, such Party shall notify in writing the other Party without undue delay. Neither the Merchant nor Paytrail shall do or perform any act, nor would permit to do or perform any act that it should reasonably know places either of the other Party in violation of applicable law. Each Party must notify the other Party without undue delay should any data that is stored or processed pursuant to the Agreement, including but not limited to credit card data, be compromised, stolen or disclosed in any unauthorized way.

A Party shall be discharged from its obligations and liability for damages in the case of factors which the Party can prove have been due to reasons beyond its or its suppliers and subcontractors control, which he cannot reasonably be deemed to have contemplated at the time of the conclusion of the Agreement or provision of payment service, and the consequences of which it or its suppliers or subcontractors could not reasonably have avoided or overcome. Such events of force majeure shall include (without being limited to) war, civil unrest, strikes, lock-outs and other general labor disputes, acts of government, natural disasters, exceptional weather conditions, breakdown or general unavailability of transport facilities, accidents, fire, explosions, and general shortages of energy and disruptions of Internet.

All notices and other communications required by the Agreement to be in writing must be sent to the recipient by hand, pre-paid post, or email. Without limiting any other means by which a Party may be able to prove that a notice or other communication has been received by another Party, a notice or other communication must be deemed to be duly received:

1. if sent by hand, when left at the address of the recipient and signed for by the receiving Party;
2. if sent by registered pre-paid post, 5 days (if posted to an address in Finland) or 10 days (if addressed elsewhere) after the date of posting;
3. if sent by email, upon receipt by the sender of an acknowledgment or generated report the email was received by recipient.

If a notice or other communication is served by hand, registered pre-paid post or is received by facsimile or email on a day which is not a business day, or after 17.00 on any business day, such notice or communication must be deemed to be duly received by the recipient at 9.00 on the first business day thereafter.

All notices and other communications must be sent to the recipient at the address, facsimile number or email address set out in the Agreement or to such other address or facsimile number as a Party may from time to time notify to the other in writing.

Any covenant, term or provision of the Agreement or these General Terms which, in order to be effective must survive the termination of the Agreement, will survive any such termination.

## 14. APPLICABLE LAW AND DISPUTES

The Agreement shall be governed and construed in accordance the laws of Finland excluding its choice of law rules. Disputes arising out of the agreement will be settled in the District Court of Keski-Suomi as a first instance.

## APPENDIX 1. CARD PAYMENTS

This appendix defines the terms and conditions for Merchants who wish to accept card payments via Paytrail's service and offer them to Finnish consumers. If the General Payment Processing Service Terms and Conditions for the Merchant and this Appendix are in conflict, the provisions of this Appendix take precedent. According to the definitions of the international Payment Card Industry, Paytrail is a payment service provider, MasterCard is a Payment Facilitator, and Visa is a Internet Payment Service Provider. For the sake of clarity, this Appendix applies only to card payments as a payment method within Paytrail's services.

The Merchant acknowledges and agrees that acceptance of card payments online (in card-not-present transactions) involves a heightened risk of card misuse since the consumer and the Credit Card or Debit Card are not physically present when making the payment. Therefore, it is not possible for the Merchant to compare the consumer's signature against the one on the Credit Card or Debit Card or otherwise identify the cardholder. The Merchant is advised to not accept a payment if there is any suspicion of fraud associated with the payment or the order. Upon request, Paytrail will provide additional information about fraudulent payments and their typical characteristics.

### 1. DEFINITIONS

**Acquirer:** Any financial institution selected by Paytrail that provides the Merchant via Paytrail with facilities to accept payments from the Cardholder by processing transactions for the payment methods for which the Acquirer is authorized by the relevant Scheme Owner.

**Card:** Any form of Credit Card or Debit Card, which may be used by a Cardholder to carry out a transaction on the Cardholder's account.

**Cardholder:** Any person who is issued a Card; possesses and uses the Card and, when required, whose signature appears on the Card as an authorized user.

**Scheme Owner:** The party offering and/or regulating the relevant payment method.

**Scheme Rules:** The collective set of bylaws, rules, regulations, operating regulations, procedures and/or waivers issued by the Scheme Owners as may be amended or supplemented over time and with which the Merchant must comply when using the relevant payment method.

### 2. MERCHANT OBLIGATIONS AND RESTRICTIONS

The Merchant must be located in the EU. The Merchant understands that the Scheme Rules apply to the Merchant as well as Paytrail since the Merchant is accepting card payments under the agreement between Acquirer and Paytrail. In case the General Payment Processing Service Terms and Conditions or their attachments for the Merchant and the Scheme Rules are in conflict, the Scheme Rules takes precedent.

The Merchant understands that Acquirers and/or Scheme Owners might eliminate the use of card payments, cancel certain payment

methods, or change the characteristics thereof, or change the acceptance criteria under which they make them available. Therefore, Paytrail may be forced to block the Merchant from further use of a payment method or impose additional restrictions or conditions on its continued use as a result of such decisions by the relevant Acquirer and/or financial institution offering the payment method.

When possible, Paytrail will use reasonable efforts to give the Merchant prior notice of any such change or cancellation with respect to the payment method offered in the agreement between the Merchant and Paytrail. In these cases and at the Merchant's request, Paytrail will use reasonable efforts to assist the Merchant in finding ways in which to regain the approval of the relevant Scheme Owner or Acquirer.

The Merchant is not authorized to accept card payments for goods or services that arise out of its own sales together with transactions of other providers bundled as a single transaction or have the aforesaid submitted by third parties as their own transaction (cross-selling).

The Merchant shall not use the Services for the payment of Products where it is illegal to offer or provide these to or from the relevant country and/or which are stated in Paytrail's restricted services and products list. The list may be updated at Paytrail's discretion when needed to ensure legal compliance, Scheme Rules compliance, to prevent high levels of chargebacks, and/or to reduce exposure to potentially fraudulent or illegal transactions.

The Merchant is and remains solely responsible for ensuring that the Products sold are in compliance with the Scheme Rules and applicable laws in its country of origin and the countries its customers are based in.

The Merchant accepts the obligation to provide Paytrail with all requested transaction related information. If the information is not provided, Paytrail reserves the right to suspend the payment transaction immediately.

At Paytrail's request, the Merchant will without delay provide Paytrail with current and complete details of its offices (current address information), the company's marketing names ("doing business as"), and a complete description of goods sold and services provided to consumers.

The Merchant is obliged to provide on its website the following information to a Cardholder for every transaction:

The official name of the Merchant, complete description of the goods sold and services offered, merchandise return and refund policy, customer service contact information, including email address and/or telephone number, address, delivery policy, the Merchant's consumer data protection policy and all legally required information to be provided to the Cardholder in the relevant jurisdiction. Based on the information provided, the Cardholder must understand that the Merchant is responsible for the transaction, delivery of the products or services sold, for customer service and dispute resolution applicable to the transaction. If the Merchant accepts any recurring transactions, the Cardholder must be informed how to stop receiving the goods and/or services and discontinue the charges.



In case of investigations by Paytrail, the Acquirers and/or the Card Schemes with respect to chargebacks, suspected fraud, or request for information from the Card Schemes, the Merchant will fully co-operate in the auditing of such records. The Merchant understands and approves that the transactions via Paytrail Account are not authenticated online (the 3-D Secure protocol is not followed upon the payment transaction). Therefore the Merchant bears the responsibility for possible fraudulent transactions and their costs. The costs include the amount of the underlying transaction and any chargeback costs.

The Merchant agrees to display on its website all relevant logos of each Scheme Owner whose Cards can be used to complete transactions. The logos must be used only and exclusively in accordance with the Scheme Rules. If the logos used are in violation of the Scheme Rules, Paytrail reserves the right to require changes to the Merchant's website.

### **3. PAYTRAIL RESPONSIBILITIES AND LIABILITIES**

Paytrail handles disputes, credits and consumer enquiries in regards to the acceptance of credit cards. Paytrail is responsible for the Acquirer for each transaction.

In regards to transactions, Paytrail is the actual contracting party with the Cardholder. This information must be clearly stated on the Merchant's website. Paytrail will provide the Merchant with specific text to use and Paytrail will check that this information is on the Merchant's website before card payments can be activated within Paytrail's service as a payment method. For the sake of clarity, the Merchant's website must also include Paytrail's contact details.