



GENERAL TERMS AND CONDITIONS

These general terms determine

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

and

TERMS AND CONDITIONS – POS Version 01, 1.4.1., dated 18.05.2018

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

1. Definitions and Interpretation

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

Agreement means these Terms and Conditions, any cover pages hereto, any Schedules hereto and the Terms of Use;

Business Day means any day other than a Saturday or a Sunday or a public or bank holiday in Slovenia.

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

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

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

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

Payment Facilitator is a merchant service provider that simplifies the merchant account enrollment process. PayFacs operate on a sub-merchant platform where merchants no longer require their own MID, but are boarded directly under the PayFac's master MID account.

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

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

Merchant means the Person who has entered into this Agreement for INTECH D.O.O. Services;

Merchant Account means the Merchant's registered electronic money account(s) held with INTECH D.O.O. in accordance with the Terms of Use;

Merchant Losses means any and all actual and reasonably anticipated losses incurred by INTECH D.O.O. as a result of Merchant fraud, risk, breach of this Agreement, breach of the rules of a Card or Payment Scheme or for any other reason arising or resulting from any and all amounts (including, unpaid Fees, settlement charges, fines, expenses (including any sums imposed by an operator of a Card or Payment Scheme), chargebacks or refunds,

reasonable fees and expenses of legal and other advisers, court costs and other dispute resolution costs, incurred by INTECH D.O.O.;

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

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

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

INTECH D.O.O. Services means any services provided by INTECH D.O.O. under this Agreement, including the Digital Wallet Payment Service, the Gateway Service and any other service as agreed between the parties from time to time;

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

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

PAYMENT CARD means a credit card, debit card or other card-based payment instrument which is issued pursuant to a license from an operator of a Card or Payment Scheme, that INTECH D.O.O. is able to process, and which INTECH D.O.O. has agreed with the Merchant to process, for the purpose of facilitating Transactions

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

RESERVE means an amount which is determined by INTECH D.O.O. (in its sole discretion) in accordance with clause 6, for the purpose of securing any claims by INTECH D.O.O. against the Merchant;

RULES mean any rules, regulations, procedures, guidelines and/or waivers issued by an operator of a Card or Payment Scheme as may be amended or supplemented from time to time with which the Merchant must comply when using the INTECH D.O.O. Services.

SECURITY means any form of security requested by INTECH D.O.O. (in its sole discretion) from the Merchant including: (i) a Reserve and/or (ii) a bank guarantee or other such security;

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

TERMS OF USE MEANS THE TERMS AND CONDITIONS eCommerce and POS available <https://en.paywiser.eu/termsandconditions> defines the method of use and technical instructions for the use of INTECH D.O.O. Services, and may be altered in regards to needs and time.

TRANSACTION means any transaction between a Merchant and its customer using the INTECH D.O.O. Services for the purchase or lease of goods or services from the Merchant and/or a transaction for the reversal of such a purchase or lease.

TRANSACTION DATA means all information required or used by an operator of a Card or Payment Scheme in order to process a Transaction.

2. Scope

This Agreement contains the terms for the provision of the INTECH D.O.O. Services as described in clause 4 and such other services as agreed between the parties in writing from time to time.

3. Term

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

4. Description of Services

4.1. INTECH D.O.O. provides services that represent the technical means of payment with debit or credit cards and optionally other payment methods that INTECH D.O.O. includes in their offer. The service of payment is provided via a processing partner (bank or other financial institution), via the Gateway owned by INTECH D.O.O. . The Merchant uses the services for enabling payments of its customers to the Merchant.

All payments collected and received from the customers by INTECH D.O.O. are transferred to the Merchant Account within the deadline and in the amount listed by INTECH D.O.O. in the respective accounts. The accounts include a list of all transactions, commissions and fees, and any potential costs. INTECH D.O.O. will not accept Merchants operating, engaged in or registered for unlicensed gambling platforms, the sale of pharmaceuticals, food supplements or medicines, adult entertainment or the sale of weapons and firearms, or engaged in any other activity requiring an appropriate licence without such licence.

4.2. The Merchant is aware that the receipt of a payment into the Merchant Account does not amount to the receipt of cleared funds. The Merchant remains liable to INTECH D.O.O. for the full amount of the payment and any fees deducted therefrom if the payment is later reversed for any reason (the "Reversal Amount"). In the event of a payment reversal, INTECH D.O.O. will first debit the Merchant Account with the Reversal Amount and any applicable third party chargeback or reversal fee. If INTECH D.O.O. is unable to fully recover the Reversal Amount and the applicable third party chargeback or reversal fee from the Merchant Account (including any monies transferred into it after the payment reversal), the Merchant is required to repay the Reversal Amount and/or any negative balance of the Merchant Account by uploading sufficient funds into the Merchant Account. Failure to do so is a breach of this Agreement. Repayment of the Reversal Amount and/or any negative balance is due immediately without notice. INTECH D.O.O. reserves the right, at any time, to send reminders or take debt collection measures including but not limited to mandating a debt collecting agency or solicitors to pursue the claim in court. INTECH D.O.O. reserves the right to charge the Merchant the expenses reasonably incurred in connection with any debt collection or enforcement efforts.

4.3. The Merchant is aware that all INTECH D.O.O. Services may only be used with an acquirer/transferee (bank or other financial institution) that can independently and without the influence of INTECH D.O.O. affect all essential processes related to the performance of INTECH D.O.O. Services. The rules of acquirer/transferee automatically apply to the Merchant. For this reason, any reference to an action by INTECH D.O.O. is also considered to be performed by an associated acquirer (INTECH D.O.O. reference).

4.4. INTECH D.O.O. reserves the right to suspend or limit the INTECH D.O.O. Services pending full payment of any outstanding claims, charges, penalties, costs or charges by the Merchant.

4.5. INTECH D.O.O. reserves the right to suspend, at any time and at its sole discretion, the Merchant Account (or certain functionalities thereof such as uploading, receiving, sending and/or withdrawing funds), inter alia, for audit:

4.5.1 where INTECH D.O.O. believes it is necessary or desirable to protect the security of the Merchant Account; or

4.5.2 any Transactions are made which INTECH D.O.O. in its sole discretion deems to be

(i) made in breach of this Agreement or in breach of the security requirements of the Merchant Account; or

(ii) suspicious, unauthorized or fraudulent, including without limitation in relation to money laundering, terrorism financing, fraud or other illegal activities; or

(iii) upon the insolvency, liquidation, winding up, bankruptcy, administration, receivership or dissolution of the Merchant, or where INTECH D.O.O. reasonably considers that there is a threat of the same in relation to the Merchant;

4.5.3 where anything occurs which in the opinion of INTECH D.O.O. suggests that the Merchant shall be unable to provide the Merchant Products/Services and/or otherwise fulfil the contacts that it has with its customers; or

4.5.4 the Merchant (actually or in the opinion of INTECH D.O.O.) fails or threatens to fail to deliver its Products/Services to its customers and/or otherwise meet the provisions of its agreements with its customers; or

4.5.5 the Transactions are for the sale of goods and/or services which fall outside of the agreed business activities of the Merchant, or where the Merchant presents a Transaction and fails to deliver the relevant goods and/or services and/or where the Merchant is third party processing and not delivering goods and/or services itself; or

4.5.6 where there is a change in the Merchant circumstances (including a deterioration in or change to the Merchant's financial position), or a change in the Merchant's business or in the Merchant Products/Services which INTECH D.O.O. considers, in its sole discretion, material to the continuation of the INTECH D.O.O. Services; or

4.5.7 where the Merchant undergoes a Material Change as defined in clause 5.16; or

4.5.8 INTECH D.O.O. considers, in its sole discretion, that the level of chargebacks or number of claims for non-delivery of Merchant Product/Service that are being incurred in respect of the Merchant are unreasonable.

4.5.9 INTECH D.O.O. determines that the Merchant is operating, engaged in or registered for unlicensed gambling platforms, the sale of pharmaceuticals, food supplements or medicines, adult entertainment or the sale of weapons and firearms, or engaged in any other activity requiring an appropriate licence without such licence.

4.6. In addition, INTECH D.O.O. reserves the right (at its sole discretion) to suspend the Merchant Account (or certain functionalities thereof such as uploading, receiving, sending and/or withdrawing funds) at any time where it is required to do so under relevant and applicable laws and regulations.

INTECH D.O.O. will make reasonable efforts to inform the Merchant of any such suspension unless INTECH D.O.O. is prohibited from doing so by law or under an order from a competent court or authority.

4.7. Where INTECH D.O.O. suspends the Merchant Account and/or the INTECH D.O.O. Services, INTECH D.O.O. shall reinstate the same and where necessary, provide new security details, such as a password, as soon as practicable after the reasons for the suspension cease to exist.

4.8. Notwithstanding clause 4.3, where the Merchant acts as a payer INTECH D.O.O. reserves the right to suspend at any time the Merchant Account login, password and other security details ("Security Features") if Transactions are made which INTECH D.O.O. has reasonable grounds to believe relate to

- (i) the security of the Security Features; or
- (ii) the suspected unauthorized or fraudulent use of the Security Features. INTECH D.O.O. will inform the Merchant of any such suspension in advance, or, if this is not possible, immediately afterwards and give its reasons for the suspension unless to do so would compromise reasonable security measures or is otherwise unlawful. INTECH D.O.O. will reinstate the Security Features and where necessary provide new Security Features as soon as practicable after the reasons for the suspension cease to exist.

4.9. The Merchant acknowledges and agrees that the INTECH D.O.O. operates solely as a payment facilitator and that INTECH D.O.O. :

- (i) under no circumstances functions as a seller, buyer, dealer, middleman, retailer, auctioneer, supplier, distributor, manufacturer, broker, agent or merchant of Merchant Product/Service; and
- (ii) makes no representations or warranties and does not ensure the quality, safety or legality of any Merchant Product/Service.

4.10. The Merchant acknowledges and agrees that any dispute regarding any Merchant Product/Service is between the sender and receiver of the funds and/or the supplier and receiver of the goods or services. Any Transaction connected with the Merchant Products/Services shall only obligate the Merchant. INTECH D.O.O. shall not be a party to any resulting dispute including but not limited to disputes over performance and liability issues relating to the delivery, quality, quantity or use of the Merchant Products/Services. Without applying the liability restrictions contained in clauses 13.1 and 13.2, the Merchant shall fully indemnify INTECH D.O.O. against any loss or liability (including full reimbursement of any legal and professional costs) INTECH D.O.O. suffers or incurs as a result of, or in connection with, any claim made or threatened by a third party relating to any Merchant Products/Services.

4.11. INTECH D.O.O. may suspend the INTECH D.O.O. Services without prior notice if it is unable to deliver the services due to equipment failure or malfunction, a natural or other disaster or for similar reasons or if such suspension is necessary for network maintenance. INTECH D.O.O. shall make its best efforts to ensure that the services are resumed as quickly as possible.

5. Obligations

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

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

- (i) assign a Payment Card acceptor code ("Merchant Category Code (MCC)") to the Merchant, or
- (ii) instead include the Merchant in an aggregated acceptance of payment under its own Merchant Account.

5.3. The Merchant shall open and maintain a Merchant Account by registering as a merchant on the INTECH D.O.O. Website. As part of the registration process, the Merchant shall accept the Terms of Use.

5.4. The Merchant shall integrate the INTECH D.O.O. Services into the Merchant Website and operate the same in accordance with the relevant Manuals.

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

5.6. The Merchant acknowledges and agrees that

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

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

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

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

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

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

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

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

5.13. The Merchant shall co-operate with INTECH D.O.O. to investigate any suspected illegal, fraudulent or improper activity.

5.14. Upon commencement of the Agreement and at any time thereafter for purposes of complying with Regulatory Requirements, the Merchant shall provide INTECH D.O.O. with such information as INTECH D.O.O. may request, including information about the Merchant's business, corporate structure and constitution, shareholders, partners, members, directors, key employees or, in the case of a trust, its beneficiaries. The Merchant shall provide, upon request by INTECH D.O.O. , copies of financial information and other information on the business of the Merchant, including bank and/or trade references.

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

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

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

- (i) the current address of each of its offices;
- (ii) any of the "doing business as" names and/or URLs used by the Merchant;
- (iii) its business (including any change of control or constitution), business model; or

(iv) the goods and/or services it sells, leases or distributes; or of any change to Regulatory Requirements to which it is subject (including but not limited to changes to or the revocation of the licenses it requires for its business) which might have an adverse impact on INTECH D.O.O. ' compliance with applicable law or any of its Regulatory Requirement; or

(v) the Merchant's credit and/or financial standing ("Material Change") without undue delay prior to the change(s) coming into effect and in any event prior to taking or making payments related to the Material Change. Without applying the liability limits contained in clauses 13.1 13.2 and

13.3, the Merchant shall indemnify INTECH D.O.O. against all losses arising out of the Merchant's failure to notify INTECH D.O.O. of any such changes that are relevant for compliance with Regulatory Requirements applicable to INTECH D.O.O. or the Merchant.

5.18. The Merchant shall not charge its customers a processing fee, markup or other surcharge for making payments through the INTECH D.O.O. Services nor shall the Merchant ask its customers to waive any rights resulting from the Rules (including but not limited to any dispute rights).

5.19. The Merchant shall provide its customers with a clear and fair return and refund policy. Upon request, the Merchant shall provide to INTECH D.O.O. a copy of its return and refund policy and shall notify INTECH D.O.O. of any subsequent change to such policy.

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

5.21. The Merchant shall ensure that all Payment Card Transactions that it submits to INTECH D.O.O. for processing shall be in accordance with the Rules. In addition, the Merchant shall not submit a Transaction to INTECH D.O.O. where a customer has withdrawn authorization for such Transaction.

6. Reserve and Security

6.1. INTECH D.O.O. may establish a Security in relation to the Merchant for the purpose of providing a source of funds to pay INTECH D.O.O. for any and all, actual and reasonably anticipated claims, losses, cost, penalties and expenses.

6.2. If INTECH D.O.O. elects that the relevant Security shall include the establishment of a Reserve, then: INTECH D.O.O. shall be entitled to prevent the Merchant from withdrawing a sum determined by INTECH D.O.O. (in its sole discretion) from the Merchant Account. Alternatively, at INTECH D.O.O. ' sole discretion, INTECH D.O.O. may elect for the Security to be a bank guarantee in which case the Merchant shall, upon request, procure a bank guarantee in favor of INTECH D.O.O. by a bank and in a form acceptable to INTECH D.O.O. and in an amount determined by INTECH D.O.O. . The Security shall remain in place regardless of any termination of this Agreement for as long as there are residual or contingent liabilities of the Merchant to INTECH D.O.O. . The amount of the Reserve (either expressed as an absolute amount or as a percentage of past payments into the Merchant Account) shall be determined by INTECH D.O.O. from time to time in its sole discretion. Where a Reserve has not been established at the commencement date of this Agreement, INTECH D.O.O. shall notify the Merchant of the imposition of a Reserve, its method of calculation, its amount as well as any increase or reduction of the Reserve at any time during the term of this Agreement. Upon conclusion of this Agreement, the Reserve amount to 5% of the assets received to the Merchant Account in the period of 180 days. The Reserve is calculated and withheld by the processing bank and released to INTECH D.O.O. accounts by the deadline and in the amount, considering the time of payment and any potentially charged costs.

6.3. Without restricting INTECH D.O.O. ' discretion under clauses 6.1 and 6.2, INTECH D.O.O. may take into account, amongst others, the following factors when determining the amount to be secured in a Reserve. INTECH D.O.O. may determine the Reserve amount for the Merchant in the following cases:

- (i) The risk of the Merchant ceasing or transferring its business or a substantial part thereof;
- (ii) the risk of the Merchant materially altering the nature of its business;
- (iii) If the Merchant's business activities carry a higher than normal risk of chargebacks or other reversals of customer payments;
- (iv) the Merchant's overall financial standing;
- (v) the risk of the Merchant becoming insolvent or otherwise unable to pay debts as they fall due;
- (vi) where INTECH D.O.O. receives a disproportionate number of customer complaints, chargebacks or other payment reversals, fines, penalties or other liability related to the Merchant Account; or
- (vii) where INTECH D.O.O. reasonably believes that the Merchant will not be able to perform its obligations under this Agreement.

6.4. The Merchant agrees to provide INTECH D.O.O. , upon reasonable request and at the Merchant's expense, with information about its financial and operational status, including but not limited to the most recent financial statements and management accounts. The Merchant shall also undertake, at its own expense, any further action (including executing any necessary documents and registering any form of document) necessary to establish such Security as is reasonably required by INTECH D.O.O. .

6.5. INTECH D.O.O. shall have the right, at any time, without notice to offset any claims, costs, charges, penalties and expenses from any Security, Reserve or current balance in the Merchant Account. In addition, the Merchant shall pay such amounts as INTECH D.O.O. notifies it into the Reserve to replenish any deducted amount. If required by INTECH D.O.O. , the Merchant shall pay such amounts into its Merchant Account as reasonably determined by INTECH D.O.O. to fund a Reserve or to react to any increased risk of payment reversals that are not covered by the Merchant Account's then current balance.

6.6. Notwithstanding any of the foregoing, where a Merchant incurs a negative balance on its Merchant Account or becomes otherwise liable for the repayment of monies, the Merchant shall be obliged to make good such negative balance or make a corresponding payment to INTECH D.O.O. within seven (8) days of INTECH D.O.O. ' request or demand for such payment. In regards to other late payments, INTECH D.O.O. is entitled to charge interest in the amount of nominal annual interest rate plus 5%.

7. Warranties

Each party warrants and represents to the other party that:

7.1. it has and will maintain all required rights, powers and authorizations (in the case of INTECH D.O.O. the FSA authorization) to enter into this Agreement and to fulfil its obligations hereunder;

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

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

8. Additional Merchant Warranties

The Merchant warrants and represents that:

8.1. where it is a registered entity (in any form, e.g. LLC), the Merchant will have and maintain at least one (1) director who is domiciled in the place of the Merchants incorporation and registered address;

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

8.3. the Merchant Products/Services that are made available to customers comply with applicable law in any jurisdiction in or to which the Merchant is making its goods and services available;

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

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

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

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

9. Fees

9.1. The fees payable by the Merchant for the INTECH D.O.O. Services are as set out in the cover pages and/or the Fee Schedule. In addition, the fees set out in the INTECH D.O.O. merchant fees page as available <https://en.paywiser.eu/pricelist/pricelist-ofservices/> shall apply, unless indicated otherwise in the cover pages and/or the Fee Schedule.

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

9.3. Unless otherwise indicated, fees are quoted in Euro.

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

9.5. Fees are quoted exclusive of Value Added Tax. In case Value Added Tax or any other sales tax is or becomes chargeable, INTECH D.O.O. will add such tax to the amount payable but shall, where required, provide information on the net amount, the amount of tax and the tax rate applied.

9.6. Any fee payable by the Merchant shall be deducted from the Merchant Account balance. If the Merchant Account balance is insufficient, or the Merchant Account balance becomes negative, INTECH D.O.O. reserves the right to invoice the Merchant for any shortfall. All costs of transactions and other costs and fees are listed in the general pricelist available at <https://en.paywiser.eu/pricelist/pricelist-ofservices/> .

Up to a total monthly turnover of EUR 2,500, the Merchant will only receive monthly transaction reports and will not receive any payments. In that case, payments will be made only after the identity of the Merchant has been verified in full in accordance with the AML/CFT Policy and the KYC procedure has been completed.

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

9.8. Where INTECH D.O.O. is unable to deduct any fees or other monies payable by the Merchant from the balance of the Merchant Account INTECH D.O.O. shall issue an invoice for the amount owed. Invoices are payable within fifteen (15) days of the date of the invoice. In case of overdue payments, INTECH D.O.O. reserves the right to charge interest in the amount of 5% above the base lending rate of Lloyds TSB Bank per year (accruing daily); and/or terminate this Agreement with immediate effect by giving written notice to the Merchant.

10. Change of Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

11. Taxes

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

12. Intellectual Property

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

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

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

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

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

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

12.7. The Merchant acknowledges and agrees

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

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

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

12.10. Each party ("Indemnifying Party") shall indemnify and hold harmless the other party and its employees and directors ("Indemnified Party") for and against any and all claims, losses, liabilities, costs expenses or damages (including reasonable legal fees) incurred by reason of any claim, demand, lawsuit or action by a third party (other than an employee or director of the Indemnified Party) resulting from an actual or alleged infringement of any third party intellectual property right in connection with material provided by the Indemnifying Party.

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

13. Liability

13.1. The parties agree that INTECH D.O.O. will not be liable for any loss or damages incurred by the Merchant as a result of the actions or infringements of third parties.

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

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

13.3. The contracting parties may be liable for the following:

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

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

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

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

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

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

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

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

13.8. The Merchant undertakes to report any issues with the system to INTECH D.O.O. in adequate detail by email as well as by telephone.

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

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

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

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

14. Confidentiality

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

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

14.3. The confidentiality obligations shall not apply to information that

- (i) is or becomes public knowledge through no action or fault of the other party;
- (ii) is known to either party without restriction, prior to receipt from the other party under this Agreement, from its own independent sources as evidenced by such party's written records, and which was not acquired, directly or indirectly, from the other party;
- (iii) either party receives from any third party reasonably known by such receiving party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; or

(iv) information independently developed by either party's employees or agents provided that either party can show that those same employees or agents had no access to the Confidential Information received hereunder.

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

15. Data Protection and Information Security

15.1. Each party, when acting as data processor, shall process personal data in accordance with Regulatory Requirements governing the protection of confidential information and personal data within the territory in which the party is registered and operates. Where one party acts as the data processor ("Data Processor") of personal data processed by the other party as data controller ("Data Controller"), the Data Processor shall at all times follow the Data Controller's reasonable instructions with regards to the personal data processed.

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

15.3. The Merchant shall not store Sensitive Payment User Data unless it is a necessary and unavoidable requirement owing to the operating process, in which case the Merchant shall store and process Sensitive Payment User Data strictly in compliance with the provisions of this clause 1.

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

15.5. Upon written request from INTECH D.O.O. (whether acting for itself or on behalf of an operator of a Card or Payment Scheme), the Merchant shall, within three (3) business days of INTECH D.O.O.'s request provide:

- (i) information regarding the extent to which the Merchant stores Transaction Data and/or Sensitive Payment User Data ;
- (ii) the manner in which this is stored by the Merchant;
- (iv) a copy of the Merchant's PCI DSS certificate of compliance;
- (v) a copy of the Merchant's attestation of compliance and a copy of the quarterly system scan results, where the Merchant is required to undertake such scans.

15.6. In addition, the Merchant shall immediately notify INTECH D.O.O. of any suspected or confirmed loss or unauthorised access of Sensitive Payment User Data and shall, as soon as reasonably practicable, seek to identify and remedy the source of such loss or breach. The Merchant shall provide access to and shall fully co-operate with INTECH D.O.O. (or an independent third party which may be nominated by INTECH D.O.O. , an operator of a Card or Payment Scheme or a Regulator) to investigate any such loss or security breaches.

16. Termination

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

- (i) the Merchant files a petition for bankruptcy, becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or a receiver is appointed for the Merchant or its business, or the Merchant goes into liquidation either voluntarily (otherwise than for reconstruction or amalgamation) or compulsorily;
- (ii) upon the occurrence of a material breach of this Agreement by the Merchant if such breach is not remedied within five (5) business days after written notice is received by the Merchant identifying the matter or circumstances constituting the material breach; or
- (iii) at its sole discretion or at the direction of any Card or Payment Scheme for activity deemed to be fraudulent or otherwise wrongful;
- (iv) the Merchant violates or fails to comply with any applicable law, regulation or any order by a competent court or government authority;
- (v) INTECH D.O.O. or any operator of a Card or Payment Scheme ceases to be authorised to provide the services under this Agreement
- (vi) in the event that the Merchant has not used INTECH D.O.O. Services for over 3 months
- (vii) in the event that the Merchant does not agree with changed Terms and Conditions e-commerce and <https://en.paywiser.eu/termsandconditions/> or does not comply with written instructions on <https://en.paywiser.eu/termsandconditions/> by the date listed as the effective date of a specific document.

In the event of termination of Agreement under Article 16.1 herein, the Merchant must reimburse INTECH D.O.O. for costs incurred due to the termination.

16.2. Both parties to this Agreement may withdraw from it without giving any reason with a three-month (3) notice.

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

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

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

17. Assignment, Third Party Rights

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

17.2. The Merchant may not out-source the performance of any of its obligations under this Agreement without the prior written consent of INTECH D.O.O. , such consent not to be unreasonably withheld.

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

18. Relationship of the parties

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

19. Non-solicitation of employees

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

20. Notices

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

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

21. Choice of law and forum

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

22. Waiver

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

23. Severability

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

24. Entire Agreement

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

25. Variation

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

TERMS OF USE OF POS

Introduction

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

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

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

PART ONE – Services

1. General Provisions

1.1. Our services allow you to accept transactions with payment cards ("transactions") of your customers ("cardholder") by using compatible mobile devices, our application, and terminal (which is not required for manual transaction entry).

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

1.3. We are only responsible for payment services that are part of a partner application. We are not liable for the operation of the partner application or any services that the partner allows you or the cardholders.

If so agreed between you and your partner, we can change commissions that cover not only our transaction fees, but also include billing on behalf of the partner, so that we can collect the funds that you owe to a partner on the basis of a separate business agreement that you have concluded with a partner ("partnership billing").

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

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

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

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

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

PayWiser™

All trademarks are owned by their respective owners
Intech d.o.o., Vrhovčeva ulica 10, 1000 Ljubljana

- 1.7. We can update or change the services without any prior notice. The changes shall take effect immediately.
- 1.8. We reserve the right to authorize a third party to fulfil some or all of our obligations set forth in these Terms.

2. Intech account

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

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

2.3. Once you register and log in to your account, you agree to our Privacy Policy where you consent to the collection, processing, and retention of data in accordance with the purpose.

We may ask you to provide us with additional documentation in order to carry out all the necessary verifications in accordance with the applicable Law on Prevention of Money Laundering and Terrorist Financing and AML Policy.

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

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

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

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

3. Restrictions on the use of services

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

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

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

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

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

3.5. If you provide or attempt to provide us with any kind of transaction that we believe violates these Terms or any laws and/or exposes us, other users of our services or our mechanisms to harm (including, and not limited to, fraud, damage to the brand or good name, or criminal acts).

We reserve the right not to authorize, and to suspend or reject such transactions; and/or terminate or suspend your account; and/or report the transaction to the appropriate law enforcement authorities; and/or demand compensation from you; and/or charge you administrative fees of up to EUR 200 per service, in case you commit any of the above.

4. Terminals and software

4.1. You can buy our terminals at a commercial price under the terms published on the website or other newsletters. Purchase may be subject to separate conditions.

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

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

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

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

5. Your obligations

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

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

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

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

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

5.6. All of the Intech materials you have received from us for advertising purposes should be displayed in a prominent place at your office.

Such materials may include stickers with the Intech logo or distribution partners for your store, office or car windows, and/or materials with a card scheme logo or signs or flyers that you need to present according to the instructions of the card scheme, Intech or any applicable law.

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

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

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

5.10. You need to review the statements (e.g., invoices or payment records) that we provide to you, as well as payments, reimbursements, Chargeback or any other transactions that we have paid to you or the cardholder or charged to your account. There must be no delay in the objections to statements; you must respond no later than in fifteen (15) working days (a "working day" shall mean the days from Monday to Friday, excluding regional holidays or other public holidays in Slovenia). If you do not lodge an objection in time, it shall be considered that you agree with the information given. We reserve the right to re-issue the corrected statements or a correction of a payment after the expiry of this period. Unless otherwise provided by law, you are solely responsible for recording all transactions and other data associated with your account and the use of services.

6. Funds

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

6.2. You will not receive interest or any other benefits in respect of any funds to your account. You are irrevocably assigning us all rights and legal interest in any interest and/or other profits that may arise or be attributable to funds in your account.

6.3. If you carry out transactions where cardholder card details should be entered into our application, or where you need to manually enter the card holder in the smartphone, and these transactions will exceed the threshold of our set limit within seven days, Intech will retain the excess amount of this threshold for thirty (30) days or longer and will only then transfer surplus funds to your account.

If for any reason there is a likelihood that you will exceed the above-mentioned threshold, you can contact us for an accelerated payout time. Based on a number of factors, Intech will respect your requirements and determine whether you qualify for such accelerated payments. You can find a threshold for such manually entered transactions in the price section of our website.

6.4. For the payment of funds related to transactions for which the Acquirer has not yet received clearance from the relevant financial institutions, we will not issue a payment order, nor will it be implemented.

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

6.6. Funds released to the merchant account shall be settled on the bank account of the merchant during the time period chosen when signing the contract. In case of changing the time period for the payment of funds, the merchant must submit a request and sign an annex to the contract.

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

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

7. Reserves

7.1. For the purpose of securing the execution of our payment obligations under these Terms, we reserve the right to temporarily stop implementing settlements/accounts and payment orders, and the Acquirer can at any time suspend your payments and obtain a financial reserve ("reserve").

In such or similar manner, based on risk assessment, reserves may be retained at our sole discretion, at any time during your use of our services.

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

7.3. If you owe us or the Acquirer an amount exceeding the amount of the reserve, you must pay us, at our request, an appropriate amount immediately, but not later than three (3) working days. You hereby explicitly authorize us and the Acquirer to collect any amounts you owe us, including the costs and expenses incurred in connection with collecting these sums from the account you use to receive payments, and/or your credit card or the bank account you used to buy any of our terminals, or to deduct these sums out of the amounts owed to you by us or the Acquirer. If, at our request, you do not pay the amounts you owe us in full, this constitutes a serious violation of these Terms and you will bear all the costs associated with obtaining these amounts, including and without limitation all lawyer fees and charges, recovery agency fees and all applicable interest.

8. Chargebacks

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

8.2. At our request and at your own expense, you must help us investigate any of your transactions processed through our services. You agree that in the event of non-cooperation with us within a reasonable time, including the provision of access to the necessary documentation within ten (10) working days of the receipt of the request, an irretrievable Chargeback may occur. We reserve the right to charge a fee for investigating and/or forwarding Chargeback. Commissions are periodically published on our website.

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

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

9. Refunds and returns

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

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

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

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

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

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

10. Taxes

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

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

11. Our obligations

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

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

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

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

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

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

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

12. Compensation

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

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

13. Confidentiality and privacy

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

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

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

14. Relations with third parties

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

15. Conditions, annulment, termination

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

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

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

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

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

16. Communication

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

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

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

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

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

17. Intellectual property rights

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

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

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

17.4. Without our prior written permission, you must not:

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

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

You may not provide service activities with user content that:

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

18. Corrections

PayWiser™

All trademarks are owned by their respective owners
Intech d.o.o., Vrhovčeva ulica 10, 1000 Ljubljana

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

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

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

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

19. Separation of clauses

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

20. Assignment

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

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

21. Disputes

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

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

22. Applicable law

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