

MAKSEKESKUS AS
GENERAL TERMS AND CONDITIONS OF THE AGREEMENT
Valid from 25.03.2024

1. TERMS AND DEFINITIONS

1.1. Following terms shall have following meaning in the Agreement:

Additional Services	are supplementary services provided to the Merchant by Maksekeskus or co-operation partners of Maksekeskus published on the Website in addition to the Main Service. List and conditions of the Additional Services is provided on the Website of Maksekeskus;
Agreement	is the agreement on the provision of Service along with the General Terms and Conditions and annexes both existing and to be entered into in the future;
Authorisation	is authorisation granted by the Merchant to Maksekeskus under the Agreement, with which the Merchant authorises Maksekeskus to accept, on behalf of the Merchant, the Transaction Amount to be paid by the Payer via payment method offered and decided by Maksekeskus.
Bank Link	is, in the case of bank link payments, the text and/or graphic symbols used by banks by and via which the Payer is directed to the Payer's bank account;
Business Day	is a calendar day, which is not a Saturday, Sunday or public or national holiday established by the laws of the Republic of Estonia;
Confidential Information	is the information specified in clause 11 of the Agreement;
Contact Person	is the person designated by the Party in the Agreement, who has the rights and responsibilities specified in the Agreement;
Credit Card	is a Visa, MasterCard or Maestro debit or credit card;

Digital Signature	is a code meant for identifying a Party and validating a message, that is generated pursuant to the requirements set forth in the Technical Guidelines;
Factor	is the Factoring Service Provider(s) published on the Website;
Factoring Service	is financial service provided by the Factor;
Fee	is the fee for Maksekeskus, paid by the Merchant to Maksekeskus for the provision of the Service;
GDPR	Is <i>General Data Protection Regulation</i> , (EU) 2016/679.
General Terms and Conditions	are these general terms and conditions of Maksekeskus, which are available on the Website of Maksekeskus and shall be applied to all Services provided to the Merchant by Maksekeskus.
Goods	is a product or service that the Payer purchases from the Merchant by paying the Sales Price through Maksekeskus;
Main Service	is a service provided by Maksekeskus to the Merchant, in accordance to which the Merchant authorises Maksekeskus to accept the Transaction Amount that Maksekeskus forwards to the Merchant on its behalf, pursuant to the terms and conditions agreed on in the Agreement. The content of the Service is described in detail in 3;
Main User	is a person designated by the authorized representative of the Merchant, who shall have the maximum user rights in the Merchant`s Portal;
Maksekeskus	is the person specified in clause 1.1.1 of the Agreement;
Merchant	is the person or persons specified in clause 1.1.2 of the Agreement;
Merchant`s Portal	is a portal, in Maksekeskus`s environment, meant for the Merchant, where the Merchant

	can execute the procedures enabled by Maksekeskus;
Merchant`s Representative	Is Merchant`s Contact Person, beneficial owner, member of managerial body, representative or other person whose Personal Data the Merchant has submitted to Maksekeskus and who is not a Payer;
Message	is data exchanged by the Parties via their information systems pursuant to the requirements specified in the Technical Guidelines;
Notification Channel	is an information channel for Service repair and maintenance works, located at the address status.maksekeskus.ee ;
Payment Method	is a payment method in the Payment Environment by and via which the Payer can pay the Transaction Amount;
Party	is Maksekeskus and/or Merchant separately;
Parties	is Maksekeskus and Merchant jointly;
Payer	is a natural or legal person who pays the Transaction Amount;
Payer`s Bank Account	is the account from which the Payer has paid the Transaction Amount;
Personal Data	Are personal data of the Payer and/or Merchant`s Representative;
Payment Environment	is Maksekeskus`s online environment at https://payment.maksekeskus.ee ;
Private Key	is a sequence of symbols, shared between the Parties via the Merchant`s Portal, and used by the relevant Party to authenticate the Digital Signature generated by the other Party. A different Private Key shall be shared with each Merchant`s Website
Refund Order	is a Transaction Order sent by the Merchant to Maksekeskus for refunding a Transaction Amount paid by the Payer to the Buyer in full or in part;

Price List	is a list of Maksekeskus's fees provided on Maksekeskus's website http://maksekeskus.ee/teenused/hinnad/ or in the annex to the Agreement;
Sales Price	is the cost of the Goods;
Service	is jointly or separately Main Service and Additional Service;
Special Terms and Conditions	are the Agreement's special terms and conditions;
Transaction	is an order, provided by the Payer via Maksekeskus, for payment for a good or service, or other procedure allowed by Maksekeskus;
Transaction Confirmation	is a Message forwarded to the Merchant by Maksekeskus, which must conform to the requirements set forth in the Technical Guidelines;
Transaction Order	is a Message forwarded by the Merchant to Maksekeskus, which must conform to the requirements set forth in the Technical Guidelines;
Transaction Amount	is the amount the Payer pays to Maksekeskus's bank account and which Maksekeskus forwards to the Merchant's bank account on the terms and conditions agreed in the Agreement;
Technical Guidelines	is a set of guidelines established by Maksekeskus, which is available at http://maksekeskus.ee/juhend/ ;
Trademark	is a textual and/or graphic symbol of Maksekeskus, for the use of which Maksekeskus grants the Merchant the right on the basis of Agreement (i.e. non-exclusive licence);
Website	is any virtual environment of the Merchant;
Website of Maksekeskus	Is website of Maksekeskus available at www.maksekeskus.ee ;

- 1.2. If the meaning of any of the terms has been expanded, refined or changed in a specific clause of the Agreement, the term shall be interpreted together with the specifications of the relevant clause.
- 1.3. Unless the context requires otherwise, words that appear in the singular in the General Terms and Conditions shall also have a plural meaning and vice versa, and words denoting a person shall apply to both legal persons and individuals.

2. AUTHORISATION

- 2.1. The precondition and prerequisite for the provision of the Service is the granting of Authorisation by the Merchant to Maksekeskus. The Merchant warrants and represents that it is aware that in order to duly provide the Service, Maksekeskus must hold valid Authorisation at all times.
- 2.2. The Parties shall consider Authorisation to be issued by the signing of the Agreement and the Merchant shall not issue separate Authorisation to Maksekeskus, unless Maksekeskus has submitted a demand to the Merchant to that effect, in the case of which the Merchant shall undertake to issue a written letter of authorisation containing Authorisation to Maksekeskus within no more than three (3) Business Days.
- 2.3. Maksekeskus has the right to cancel the Agreement without advance notice if the Merchant withdraws the Authorisation issued to Maksekeskus.

3. CONTENT OF SERVICE

3.1. Main Service

- 3.1.1. Maksekeskus shall provide the following Main Service to the Merchant: on the basis of the Merchant's Authorisation, collecting Transaction Amounts from Payers through Payment Method and forwarding them to the Merchant.
- 3.1.2. The detailed description of the Main Service is as follows:
 - (1) the Merchant forwards the Transaction Order to the Payment Environment;
 - (2) the Payer pays the Transaction Amount;
 - (3) Maksekeskus forwards the Transaction Confirmation to the Website;
 - (4) if necessary, the Merchant forwards the Refund Order to the Payment Environment (including several Return Orders for a single Transaction);
 - (5) Maksekeskus shall execute the payments to the Merchant's bank account pursuant to Transaction Orders and refund the Payer's bank account pursuant to the Refund Orders after executing the offsetting specified in the Agreement.
- 3.1.3. For the Merchant who has chosen the Factoring Service provided by the Factor as one of the Payment Methods, the present clause of the General Terms and Conditions shall apply. In case of Factoring Service, the Payer shall be the Factor. The Parties consider that the Merchant assigns to the Factor without the right of recourse the outstanding Sales Price claims against the Payer arising from the Sales Agreement, which meet the conditions determined by the Factor. Assignment of the claim shall be deemed to have taken place from the receipt of the Sales Price paid

by the Factor into the bank account of Maksekeskus. Factor notifies the debtor of the assignment of claim.

3.2. Providers of Payment Methods

- 3.2.1. The Merchant acknowledges and accepts that additional obligatory Payment Method specific restrictions and conditions are imposed by the credit institutions through which the Payments are gathered through Payment Method.
- 3.2.2. The Merchant also acknowledges and accepts that the trademarks of the specific Payment Method are owned by the credit institution offering such Payment Method, while trademarks of Visa and Mastercard are owned by Visa and Mastercard respectively. The Merchant undertakes to comply with requirements of trademark owners in respect to the use of their trademark.
- 3.2.3. In case of using card payments, also the requirements of the rules of card organizations Visa and MasterCard shall apply and – in the event of inconsistency with the Agreement – prevail. Maksekeskus may request and the Merchant must comply with such request to adjust information provided on the Website and/or Merchant's policies and/or procedures regarding payment card acceptance.
- 3.2.4. The acquiring of payment cards is provided by Maksekeskus cooperation partners (acquirers): Luminor Bank AS (reg.no 11315936, address: Liivalaia 45, 10145, Tallinn, Estonia, e-mail info@luminor.ee). Where Luminor Bank AS provides the acquiring service, Luminor General Business Terms available on its website www.luminor.ee apply. In order to provide card acquiring service Maksekeskus has to have a valid agreement with an acquirer.

3.3. Additional Services:

- 3.3.1. Maksekeskus shall provide to the Merchant the Additional Service ordered by the Merchant on terms and conditions of such Additional Service. If the Additional Service is offered by the co-operation partner of Maksekeskus, then the terms and conditions of the co-operation partner shall apply to any Additional Service.
- 3.3.2. List and conditions of the Additional Services is provided on the Website of Maksekeskus.
- 3.3.3. For ordering the Additional Service the Merchant must start using the requested Additional Service. Thereafter, it shall be deemed that an agreement is entered into between the Parties for provision of the confirmed Additional Service. The referred agreement shall be valid until cancellation thereof. The Party may cancel the referred agreement by informing the other Party at least 30 (thirty) calendar days in advance in accordance to procedure set out in the General Terms and Conditions.

4. **REQUIREMENTS FOR PROVISION AND USE OF MAIN SERVICE**

- 4.1. The Merchant shall create a possibility on the Website for the Payer to enter the Payment Environment. The Merchant warrants and represents that it is aware that the provision of the Main Service by Maksekeskus is only possible on the condition

and in the case that the Payer has a possibility of entering the Payment Environment via the Website.

4.2. The Merchant is obliged to notify the Payer on the Website that Maksekeskus is a cooperation partner selected by the Payer for payment of the Transaction Amount. The Merchant has the right to disclose more information about Maksekeskus, coordinating the content of the information in advance with Maksekeskus in a form at least reproducible in writing.

4.3. All Messages between the Parties must meet the requirements set forth in the Technical Guidelines. The Parties are obliged to verify the accuracy of the Message pursuant to the specifications of the Technical Guidelines.

4.4. Private Key

4.4.1. The Merchant shall receive the Private Key from the Merchant's Portal.

4.4.2. The Parties are obliged to keep the Private Key secret from third parties. If the Private Key has been disclosed, may have been disclosed or may be disclosed to a third party, the Party is obliged to notify the other Party immediately thereof and to cease sending and accepting Messages. Technical partners of the Merchant who provide the Merchant with services related to e-commerce and are bound by the requirement of maintaining confidential information shall not be considered to be a Third Party.

4.5. Merchant's Portal

4.5.1. Maksekeskus shall make information available to the Merchant on all Transaction receipts through Maksekeskus API and Merchant's Portal, which includes, among other things, information on the Transaction Amount paid by each Payer, the Commission on each Transaction, the amounts sent to the Merchant, monthly fees etc., and in the case of Credit Card payments, also the partial card number from which the Payer paid the Transaction Amount.

4.5.2. The Merchant shall designate a Main User in its sign-up application, to whom Maksekeskus shall create an access to the Merchant's Portal after signing of the Agreement, by sending an activation link to the e-mail address of the Main User.

4.5.3. After activation of his/her access the Main User shall have to sole right to grant access to Merchant's Portal for additional users and delete access rights of the users.

4.5.4. The Access to the Merchant's Portal is based on an e-mail address. The Merchant shall undertake to ensure and be responsible for that only persons authorized by the Merchant shall have an access to the Merchant's Portal and shall secure the safety of e-mail addresses of the users and the Main User.

4.5.5. In order to replace the Main User, the Merchant shall submit to Maksekeskus a corresponding application signed by the lawful representative of the Merchant, which shall among other include an application to terminate the access right of the Main User to the Merchant's Portal and name and e-mail address of the new Main User. Maksekeskus shall process the application of the Merchant during 2 (two) work days. The replacement of the Main User shall not terminate the access rights granted by

the previous Main User.

- 4.6. Maksekeskus shall notify the Merchant of any and all known current obstacles to the provision of the Service and of the term for eliminating the obstacle. Maksekeskus shall forward the abovementioned notifications to contacts regarding which the Merchant has notified Maksekeskus.
- 4.7. Maksekeskus has the right to carry out planned and extraordinary repair and maintenance works necessary for the provision of the Service. Maksekeskus shall carry out the planned repair and maintenance works between the hours of 1 a.m. and 4 a.m. If possible Maksekeskus shall notify the Merchant thereof seven (7) Business Days in advance of works taking place at other times.

5. CARD PAYMENTS, USE OF TERMINAL

- 5.1. This clause 5 of the General Terms and Conditions shall be applied to a Merchant who uses Visa/Mastercard payment methods, including Merchant who has ordered a physical Terminal through Maksekeskus or uses Mobile POS.

5.2. Definitions:

- (1) **Administrator** shall mean User whom the Merchant has authorized to administer the Users' rights of usage of the Merchant Portal
- (2) **Application** shall mean an application of the Merchant, in the form set by Maksekeskus, to add Card Acceptance Service (online and/or by the use of Terminal and/or by the use of Mobile POS) to the Payment Methods;
- (3) **Authorisation** shall mean a process whereby the Merchant requests the issuer of the Card to allow the transaction;
- (4) **POS Transaction** shall mean a payment to the Merchant for the Goods made by Card at the Point of Sale via the Terminal or via Mobile POS.
- (5) **Card** shall mean payment card of the system created, managed or otherwise controlled by Visa (e.g., Visa Classic, Visa Electron) or by MasterCard (e.g., MasterCard, Maestro), that is used to perform a transaction;
- (6) **Terminal** shall mean an electronic device (e.g. a POS terminal) by means of which the POS Transaction is performed;
- (7) **Card Acceptance Service** shall mean a service of acceptance of payment cards of the system created, managed or otherwise controlled by Visa or MasterCard that Maksekeskus provides to the Merchant for execution of transactions;
- (8) **Card User** shall mean a natural person whose name is indicated on the Card and who has an agreement with the issuer of the Card regarding use of the Card or who has been otherwise authorised to perform transactions with the Card;
- (9) **Close of the Day Procedure** shall mean actions to be taken by the Merchant to survey the information related to the Authorisations performed during the day at the Point of Sale;

- (10) **Point of Sale** shall mean the Merchant's point of sale indicated in the Application, where the POS Transactions are performed;
- (11) **Installer** shall mean a person who, under an agreement with Maksekeskus, delivers the Terminal to the Merchant, performs the activities required for starting to use the Terminal at the Point of Sale, services the Terminal and accepts the Terminal from the Merchant. The Merchant may be perform itself all activities required for the use of the Terminal;
- (12) **Rules of Card Organization** shall mean (i) in relation to Transactions with Cards of the system created, managed or otherwise controlled by Visa – regulatory enactments and other documents issued or approved by Visa (e.g., Articles of Association of Visa Europe Limited, Visa Europe Limited Operating Regulations); and (ii) in relation to Transactions with Cards of the system created, managed or otherwise controlled by MasterCard – regulatory enactments and other documents issued or approved by MasterCard (e.g., Bylaws of MasterCard International Incorporated, MasterCard Rules, Maestro Global Rules);
- (13) **Source Documents** shall mean documents that confirm identification of the Card User and their participation in the performance of the particular POS Transaction (e.g. POS Transaction receipt, cash register receipt) and other documents related to the POS Transaction;
- (14) **Operation Manual of the Terminal** shall mean the Installer's provisions that are binding on the Merchant in relation to use of the Terminal that the Merchant receives from the Installer under the Agreement;
- (15) **Mobile POS** shall mean a mobile application for acceptance of payment cards by means of the Maksekeskus's Mobile POS app intalled on Merchant's Device.
- (16) **Merchant Credentials** shall mean information to set a Password to access the Mobile POS sent by Maksekeskus to the Merchant's e-mail address.
- (17) **Password** a password set up by the Merchant within the Mobile POS app that enables access to the Mobile POS.
- (18) **Merchant's Device** shall mean any device of the Merchant that is registered for the use of Mobile POS service by using Merchant's Credentials.

5.3. Application, delivery and use of the Terminal

- 5.3.1. The Merchant shall submit a separate Application to Maksekeskus regarding each Point of Sale and each Website.
- 5.3.2. Maksekeskus shall ensure that the Installer supplies to the Merchant the Terminals indicated in the Application (fully set, in working order and sealed) in the quantity indicated in the Application and provide the Merchant with the Operation Manual of the Terminal within 5 (five) business days after acceptance of the Application and the preconditions for use of the respective Terminals at the particular Point of Sale have been met. The Installer shall organize delivery of the Terminal to the Merchant. The Merchant's acceptance of the Terminal shall confirm, among other things, that the

Installer has provided the Merchant with the Operation Manual of the Terminal and that the Merchant has become familiar with it and undertakes to comply with the same.

- 5.3.3. The Merchant shall cover the expenses related to the installation of the Terminal at the particular Point of Sale (e.g. costs of installing the relevant electronic communication networks and electric wiring connections, costs of purchasing the equipment, devices and gadgets necessary to connect the Terminal to the electronic communication network and the functioning thereof).
- 5.3.4. The location of the Point of Sale may only be within European Union.
- 5.3.5. The Merchant shall use the Terminal for the acceptance of Cards at the Point of Sale according to the Operation Manual of the Terminal.
- 5.3.6. The Merchant shall ensure that the Terminal is preserved in its full setting and working order, including preservation of the sealing. If damage occurs to the Terminal or the labelling thereof, the Merchant shall immediately notify the Installer by calling any of the telephone numbers indicated on the respective Terminal.
- 5.3.7. During the validity period of the Agreement the Merchant may terminate use of any individual Terminal by notifying Maksekeskus thereof not later than 30 (thirty) days in advance. The Merchant shall deliver the respective Terminal (in full setting, in working order and sealed) to the Installer within 3 (three) days after the expiry of the term of use of the respective Terminal.
- 5.3.8. Within 3 (three) business days after the expiry of the Agreement the Merchant shall deliver to the Installer all Terminals (in full setting, in working order and sealed) that are at the disposal of the Merchant.

5.4. Use of the Mobile POS

- 5.4.1. To use Mobile POS, the User receives an email message containing a unique link to access the password setup module, sets its personal password; downloads the application (if not yet done before this step); opens up the downloaded Mobile POS application, enters his Merchant Credentials and accepts all the required permissions to be enabled for the application to work.
- 5.4.2. The first password is set via the link provided by Maksekeskus. The Merchant must set a Password within the Mobile POS on each Merchant's Device. The Merchant is responsible for changing of the Password upon Maksekeskus's request and in cases when the Merchant suspects unauthorized or fraudulent use of Mobile POS.
- 5.4.3. The Merchant's Device must have a stable internet connection and NFC technology available and activated to use Mobile POS.
- 5.4.4. The Merchant indicates the email for each device that the Merchant intends to use as the Merchant's Device in the application for the use of Mobile POS and/or the Agreement. The Merchant may change this information (add/remove device) by sending an application acceptable to Maksekeskus by form and content to Maksekeskus. Maksekeskus performs an evaluation of the proposed changes within 3 (three) Business Days. If the change is acceptable to Maksekeskus, the written notice is considered to be part of the Agreement and Maksekeskus performs the

required actions to effect the proposed change. Maksekeskus is entitled to refuse to accept the proposed changes, by informing the Merchant thereof.

- 5.4.5. The Merchant bears the costs related to the implementation and use of the Mobile POS, including ensuring a compatible device and internet connection.
- 5.4.6. The Merchant must keep the Merchant's Credentials secret and not disclose them to anyone. The Merchant must also ensure that a screen lock is set up on each Merchant's Device and no unauthorized person can access any Merchant's Device. If the Merchant fails to observe any of these obligations, Maksekeskus is not liable for any loss and/or damages incurred by the Merchant and/or any third party and the Merchant shall undertake to reimburse any loss suffered by Maksekeskus and/or any third party.
- 5.4.7. The Merchant must notify Maksekeskus immediately if the Merchant has reasons to suspect unauthorized access to the Merchant's Credentials or the Merchant's Device. Until Maksekeskus has received and acknowledged such notification, Maksekeskus is not liable for any loss and/or damages incurred by the Merchant and/or third party due to unauthorized access to the Merchant's Credentials or the Merchant's Device and the Merchant shall be responsible to reimburse any loss suffered by Maksekeskus and/or any third party.
- 5.4.8. The Merchant must follow the user manual made available by Maksekeskus an/or the developer of the Mobile POS as well as instructions of Maksekeskus and developer of the Mobile POS app for the use of the Mobile POS app.
- 5.4.9. Only EUR Transactions performed using Visa or Mastercard payment cards are available using the Mobile POS.
- 5.4.10. The Merchant must provide the user of the card (cardholder) with the transaction receipt upon request by means available within the Mobile POS service via email or scanning QR code.

5.5. Obligations of the Merchant:

- 5.5.1. Upon the arrangement of the POS Transaction with a Card the Merchant shall clearly indicate the amount and currency of the POS Transaction in the Source Document.
- 5.5.2. At each Point of Sale and Website the Merchant may accept valid Cards that are presented according to the relevant Instructions as means of payment only for such Goods that correspond to the type of business of the respective Point of Sale and Website indicated in the Application.
- 5.5.3. The Merchant shall immediately notify Maksekeskus on each occasion when the Merchant has identified suspicious actions with a Card or it has doubts regarding the genuineness of the Card transaction (either physical or online), and on each occasion of illicit use or attempted illicit use of the Terminal.
- 5.5.4. Merchant undertakes to comply with PCI DSS and Visa and Mastercard security requirements in case of accepting payment cards. It is only permitted for the Merchant to handle any Credit Card data in strict conformity to the Technical Guidelines, i.e. it is prohibited for the Merchant to handle Credit Card data in any other manner, form and extent, in order ensure Card data security in compliance to PCI DSS.

- 5.5.5. The Merchant who uses Terminal shall ensure that the Close of the Day Procedure is performed every day during which POS Transactions have been performed by means of the Terminal. In Mobile POS the day is closed automatically and no additional activities from Merchants are not required.
- 5.5.6. The Merchant shall store to Source Documents for a period of at least 2 (two) years after the date of the POS Transaction and to submit such to Maksekeskus not later than within 3 (three) business days after the date of receipt of a respective request from Maksekeskus.
- 5.5.7. The Merchant shall store the Card Data in the Terminal and Mobile POS in an unchanged format until the delivery of the relevant data to Maksekeskus.
- 5.5.8. The Merchant shall cooperate with Maksekeskus, Visa, MasterCard and the provider of the card acquiring service upon examination of any Card transactions or supervision of the Merchant, the Point of Sale and/or the Website. Having received an examination or supervision request from Maksekeskus, Visa, MasterCard or the provider of the card acquiring service, the Merchant shall ensure that it is possible for the respective person to conduct examination of the Merchant, the Point of Sale and the Website, access all necessary information related to transactions and the Point of Sale, as well as immediately, but not later than within 2 (two) business days provide any other information requested by Maksekeskus, Visa, MasterCard or the provider of the card acquiring service. Maksekeskus and the Installer may verify whether the Merchant complies with all provisions of the Agreement that concern the use of the Terminal.
- 5.5.9. The Merchant shall ensure that Visa and MasterCard graphic logotypes of relevant design and colour (including, but not limited to Visa, MasterCard and Maestro graphic logotypes – depending on the type of the Cards accepted at the Point of Sale or Website), which inform about the acceptance of the particular Cards, are available at the Point of Sale and Website in a manner easily perceivable by the Card User. The graphical logotypes used at the Point of Sale and Website shall not differ from each other as to their size and placement at the Point of Sale and Website.
- 5.5.10. The Merchant shall be prohibited to:
 - (1) charge an additional fee for Card payments, except in cases where charging of such fee is mandatory subject to the applicable regulatory enactments or Maksekeskus has agreed to charging of such additional fee in line with the Rules of Card Organizations. Where charging of the additional fee is mandatory due to the applicable regulatory enactments, such additional fee shall be included in the amount of the POS Transaction and shall not be separately charged;
 - (2) determine minimum and maximum transaction amounts as well as place any announcements at the Point of Sale and the Website indicating that such amounts are determined;
 - (3) divide a Card transaction in several parts in order to avoid Authorisation of the Card transaction and arrangement thereof for the full amount;
 - (4) perform POS Transactions without physical presence of the Card at the Point of Sale;

- (5) accept the Card as a mean of payment for refinancing or discharge of existing liabilities or for business operations performed by a third party;
- (6) issue a commercial cheque, bill of exchange or another document that may be used for further payments;
- (7) disburse cash or arrange a noncash transfer to the Card User where it is necessary to repay the transaction amount to the Card User;
- (8) request and use the Card User's Card or the account number linked to the Card for any purposes other than the performance of transactions;
- (9) allow that Source Documents or any other information related to the Card or the Card User become available to third parties;
- (10) cumulate information about the Card User, Card data and any other information related to acceptance of Cards and the Card User outside the Terminal and the Mobile POS and the Website, use such information and disclose it to third parties (except in cases where provision of information is stipulated by applicable regulatory enactments);
- (11) use such Terminal or Mobile POS that copies, records or otherwise saves information that is contained in the Card's magnetic strip or microchip in the Merchant's data processing systems;
- (12) allow that Cards are accepted via Terminals and Mobile POS's by such employees of the Merchant who have not been trained to accept Cards and have not been acquainted with Merchant's duties and liability provided in the Agreement;
- (13) place the Terminal and Mobile POS so that a third party may freely, without being monitored on the part of the Merchant's access the Terminal and Mobile POS and use it;
- (14) store Card PIN code, PIN code block, full magnetic strip and microchip (EMV chip) data together with Card data in the Terminals and Mobile POS's owned or used by the Merchant or any other systems owned or used by it (e.g. video surveillance systems, Website);
- (15) use the name of Visa or MasterCard or any other information regarding Visa or MasterCard (including, but not limited to Visa and MasterCard graphic logotypes) in advertisements, announcements or in any other manner;
- (16) place notifications on Website and at the Point of Sale regarding that Maksekeskus, Visa, MasterCard or the provider of the card acquiring service support or advise the goods or services offered by the Merchant;
- (17) demonstrate any type of biased attitude towards Card Users depending on identity of the Card User or Issuer (including, but not limited to different handling of transactions with Cards issued by different Issuers or Cards of different payment card systems), except in cases when prior written consent of Maksekeskus has been received.
- (18) impose, as a condition of any Card acceptance, a requirement that the Card User waive a right to dispute a Card transaction.

(19) accept and submit for processing any Card transaction that the Merchant knows or should have known to be fraudulent, illegal, or not authorized by the legitimate Card User, or that is otherwise deemed unacceptable under Rules of Card Organization.

6. SHIPPING+ SERVICE

- 6.1. This clause 6 of the General Terms and Conditions shall be applied to a Merchant who has ordered a Shipping+ service through Maksekeskus. Shipping+ service shall mean delivery facilitation service provided by Maksekeskus. Maksekeskus connects Merchants with cooperation partner(s) (the “**Delivery Partner**”) chosen by the Merchant. The actual delivery of the parcel will be performed by the chosen Delivery Partner.
- 6.2. Shipping+ is an Additional Service within the meaning of General Conditions.
- 6.3. Shipping+ is provided by Delivery Partners listed in the Website of Maksekeskus. The Shipping+ service provided shall be subject to relevant service provision conditions set forth by the Delivery Partner.
- 6.4. The Shipping+ service can be ordered by the Merchant upon concluding an Agreement with Maksekeskus. To order the Shipping+ service, the Merchant must start using it.
- 6.5. The Shipping+ service shall be used by the Buyer, who purchases products from the e-shop of the Merchant who has concluded an agreement for the provision of the Shipping+ service. Submission of an order for Shipping+ (the „**Order**“) takes place automatically via the Website when the Buyer has confirmed its Order on the Website and Order is forwarded by the Merchant to Maksekeskus, which must conform to the requirements set forth in the Technical Guidelines.
- 6.6. The Delivery Partner shall complete the Order according to the content of the Order.
- 6.7. Maksekeskus shall issue an invoice to the Merchant for the Shipping+ service at the beginning of each month for the actual deliveries provided by the Delivery Partner in the previous month. Maksekeskus and the Merchant shall settle the amount of the issued invoice according to the General Terms and Conditions.
- 6.8. The Merchant confirms that they are aware that Maksekeskus facilitates the provision of the delivery by the Delivery Partner and that Maksekeskus itself does not handle the actual delivery of parcels.
- 6.9. All disputes regarding the Shipping+ shall be resolved according to the Agreement for Shipping+ service and the General Terms and Conditions.
- 6.10. Maksekeskus is not responsible for the quality of the delivery, including any damage done to the Merchant and/or the Buyer in relation to the Shipping+ service. The Delivery Partner shall be responsible for the quality of the provided service as per the agreement concluded between Maksekeskus and the Delivery Partner.

7. FEES, RECIPROCAL PAYMENT OBLIGATIONS AND OFFSETTING

- 7.1. Maksekeskus has the right under the Agreement to offset the amount payable by Maksekeskus to the Merchant with Fees. As a result of performing the offsetting, Maksekeskus undertakes, at the time specified in clause 1.4. of the Agreement, to transfer the difference in the offset amounts to the Merchant.
- 7.2. To refund the Transaction Amount to the Payer, the Merchant shall forward a Refund Order to Maksekeskus and Maksekeskus shall transfer the amount specified on the Refund Order to the Payer as follows:
 - (1) in the case of a Transaction Amount paid by Estonian bank link payment - to the Payer's bank account within two (2) Business Days;
 - (2) in the case of a Transaction Amount paid by credit card payment, Maksekeskus shall forward the Transaction Amount refund order to its partner bank by the next Business Day after receiving the Refund Order.

8. USE OF TRADEMARK

- 8.1. Maksekeskus shall entitle the Merchant to use the Trademark during the term of validity of the Agreement for the purposes and on the terms and conditions specified in the Agreement (i.e. non-exclusive licence).
- 8.2. Maksekeskus shall retain the right to use the Trademark and to allow the Trademark to be used by third parties. The Merchant has no right to restrict or impede use of Trademark by Maksekeskus.
- 8.3. The Merchant has the right, during the term of the Agreement, in adherence to all of the responsibilities and restrictions stipulated in the Agreement, to use the Trademark for the purpose and on the conditions specified in the Agreement in order to introduce Maksekeskus as the Merchant's cooperation partner and facilitate Payers to enter the Payment Environment.
- 8.4. Maksekeskus shall send the Merchant the existing documents on the form and means of required use of the Trademark, i.e. the visual identity manual etc. electronically. The Merchant has no right to reproduce the documents forwarded by Maksekeskus.
- 8.5. The Merchant may not, without the advance written permission of Maksekeskus, change the Trademark in any way (including changing the typeface, adding or removing design elements, text, changing colours etc.).
- 8.6. Upon use of the Trademark, the Merchant is obliged to adhere to the rights and interests of Maksekeskus as the Trademark owner, including to follow the form and means of required use of the Trademark and to refrain from any actions that may reduce the value of the Trademark or harm the reputation of the Trademark or Maksekeskus.
- 8.7. It is prohibited for the Merchant, in any legal system, directly or indirectly, to apply for registration as a trademark, business name or domain of any symbol which is identical or similar to the Trademark and which is related to the Merchant or a person

acting on the Merchant's behalf, or to assist third parties in performing the above-mentioned registration.

- 8.8. It is prohibited for the Merchant to sub-licence the Trademark or to transfer the right to use the Trademark and Trademark documents to a third party in any form and extent.
- 8.9. If Maksekeskus changes the Trademark during the term of validity of the Agreement (including design, verbal part) in any way or manner, Maksekeskus shall forward the Merchant the documentation for the new Trademark and the Merchant shall undertake to replace the old Trademark with the new Trademark within ten (10) Business Days.
- 8.10. if the Merchant violates any of the obligations set forth in a subclause of clause 8 of the General Terms and Conditions, Maksekeskus shall be entitled to demand that the Merchant immediately cease the violation and redress the violation. if the Merchant violates any of the obligations set forth in clause 8.7 of the General Terms and Conditions, Maksekeskus shall be entitled to demand that the registered trademark and/or domain be transferred to its name free of charge. The Merchant undertakes to redress any violation (including to comply with the obligation specified in the previous sentence) within five (5) Business Days of receiving a demand from Maksekeskus to do so.
- 8.11. The Merchant undertakes to notify Maksekeskus promptly of any third party claim brought against the Merchant in connection with use of Trademark by the Merchant, as well as any third party violation of rights arising from the Trademark which the Merchant has learned in any way.
- 8.12. The Merchant undertakes to delete Maksekeskus Trademark from its websites (including the Website) and any and all reference to Maksekeskus and to return the entirety of the Trademark documentation to Maksekeskus by the calendar day following the expiry of the Agreement.

9. GENERAL RESPONSIBILITIES OF THE PARTIES

- 9.1. The Parties undertake:
 - 9.1.1. to make reasonable efforts to cooperate with each other, as necessary for performing obligations arising from the Agreement;
 - 9.1.2. to notify each other immediately of any material circumstance or problem related to the performance of the Agreement, including impediment or possible impediment preventing a Party from performing contractual obligations;
 - 9.1.3. to act towards each other in good faith and based on the principle of reasonableness, and to avoid any harm caused or the causing of harm to each other;
 - 9.1.4. to notify each other at the first opportunity of any circumstance that harms or may harm the Parties' information systems or performance of Agreement, as well as of circumstances that may be necessary for the secure functioning of, maintenance of or elimination of faults in the Parties' technical solutions and systems;
 - 9.1.5. to notify each other immediately via email and, if possible, by telephone as well, of

any and all circumstances that impede the execution of Transactions.

10. PROCESSING OF PERSONAL DATA

- 10.1. Maksekeskus shall process the Personal Data for the provision of the Service and for the fulfillment of the obligations set forth in the Agreement.
- 10.2. The Merchant shall be the controller and Maksekeskus shall be the processor of the Personal Data.
- 10.3. Taking into account that each Payer is a Merchant's customer and Maksekeskus shall not establish a customer relationship with any Payer, the Merchant's obligation shall be to ensure the existence of proper consent or any other lawful basis, regarding each Payer, prior the Payer enters the Payer's Payment Environment, which allows Maksekeskus to process the Payer's Personal Data for the provision of the Service and for the fulfillment of the obligations provided for in the Agreement. By signing the Agreement, the Merchant confirms that it has the proper consent of the Payer or another lawful basis for the processing of the Personal Data of the Payer.
- 10.4. Taking into account also that each Merchant's Representative is a person designated by the Merchant in communication with Maksekeskus, the Merchant's obligation is to ensure the existence of proper consent or any other lawful basis, regarding each Merchant's Representative, before providing to Maksekeskus the Merchant's Representative's Personal Data, which allows Maksekeskus to process the Merchant's Representative's Personal Data for the provision of the Service and for the fulfillment of the obligations provided for in the Agreement. By signing the Agreement, the Merchant confirms that it has the proper consent of the Merchant's Representative or another legal basis for the processing of the Personal Data of the Merchant's Representative.
- 10.5. The Merchant confirms that it is aware that Maksekeskus shall conclude the Agreement and provide to the Merchant the Service and fulfill other obligations arising from the Agreement on the basis of the Merchant's confirmations given in clauses 10.3 and 10.4 of the General Terms and Conditions.
- 10.6. The Payers' Personal Data processed by Maksekeskus may contain, among other, the following Personal Data: name, personal identification code, contact details, identity card details, payment card details, current account details, location settings.
- 10.7. The Merchant's Representative's Personal Data processed by Maksekeskus may contain, among other, the following Personal Data: name, personal identification code, contact details, identity card details, location settings.
- 10.8. Maksekeskus shall:
 - 10.8.1. processes the Personal Data only for the purposes specified in the Agreement (including the General Terms and Conditions). Processing for such purposes shall be deemed as the Merchant's documented guidance for the processing of the Personal Data;
 - 10.8.2. keep the Personal Data confidential and shall publish and transmit the Personal Data only to persons specified in the General Terms and Conditions. Maksekeskus shall

have the right to publish and transmit the Personal Data to the employees of Maksekeskus, to a company belonging to the same group as Maksekeskus, to the credit and paying institutions that are cooperation partners of Maksekeskus for the provision of the Service, to the Additional Services Providers who provide Additional Services requested by the Payer, to the legal advisers and the auditor of Maksekeskus, to the supervisory authority of Maksekeskus. As regards the persons referred to, the confidentiality requirement shall apply under the law or shall be applied by Maksekeskus;

- 10.8.3. take appropriate technical and organizational measures to ensure the security of the Personal Data in accordance with Article 32 of the General Regulation;
- 10.8.4. comply with the conditions set out in Article 28 (2) and (4) of the General Regulation for the involvement of another processor. By signing the Agreement, the Merchant shall allow Maksekeskus to include processors necessary for the provision of the Additional Services and the Services;
- 10.8.5. help the Merchant as far as possible to a reasonable degree to respond to the Payer's and/or the Merchant's Representative's requests listed in Chapter III of the General Regulation;
- 10.8.6. help the Merchant to meet the obligations set out in Articles 32 to 36 of the General Regulation, as far as possible;
- 10.8.7. maintain the Personal Data for as long as the preservation of the Personal Data is necessary for the provision of Service, for performance of the Agreement, for submission of claim or responding to a claim submitted under Agreement, and for compliance with the obligation provided for in legislation. Upon expiry of the retention period, Maksekeskus shall delete respective Personal Data;
- 10.8.8. disclose to the Merchant the information necessary to prove compliance with the obligations set out in Article 28 of the General Regulation;
- 10.8.9. allow the Merchant or the mandated auditor of the Merchant to perform audits and inspections on the processing of the Personal Data in a manner and to the extent that shall not burden Maksekeskus unreasonably, which shall not violate the rights of other persons regarding the protection of their personal data, nor shall disclose the business secrets of Maksekeskus.
- 10.9. The Merchant shall have the following rights and obligations in relation to the Personal Data:
 - 10.9.1. the right to determine the purposes and means of processing of the Personal Data;
 - 10.9.2. the obligation to implement appropriate technical and organizational measures to ensure the protection of the Personal Data;
 - 10.9.3. the obligation to resolve requests submitted in respect of the Personal Data, taking into account the provisions of clause 10.8.5 of the General Terms and Conditions.
- 10.10. The Merchant shall be solely responsible for the proper fulfillment of any claim submitted to Maksekeskus due to the fact that Maksekeskus processes the Personal Data of the Payer and / or the Merchant's Representative who has not given the consent to the processing of the Personal Data or has withdrawn the consent or there lacks any other legal basis for the processing of the Personal Data. The Merchant

undertakes to indemnify Maksekeskus all losses incurred by Maksekeskus in connection with the submission of any claim mentioned above.

- 10.11. The Parties shall undertake to comply with the requirements arising from the legislation in force in Estonia (including the General Regulation) regarding processing of personal data upon fulfillment of the Agreement.

11. OBLIGATION TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION

- 11.1. The Parties are obliged, throughout the term of validity of the Agreement and for an unspecified term after the expiry of the Agreement, to maintain each other's confidential information. Confidential Information shall be any business-related, commercial and technical information (including financial and economic status, business plans, pricing and other aspects) and Personal Data related to a Party, which the Party has directly or indirectly, orally or in writing, or in another form, before or after signing the Agreement, received from the other Party in connection with the performance of the Agreement and which is not publicly available and which the counterparty can reasonably be presumed to be interested in maintaining the confidentiality of.

- 11.2. The Parties undertake to ensure that:

- 11.2.1. they shall use Confidential Information solely in connection with the performance of their obligations arising from the Agreement. Use of Confidential Information for any other purposes may only take place with the advance written consent of the other Party;

- 11.2.2. they shall keep Confidential Information confidential and not disclose it to third parties or the public in any manner without the prior written consent of the other Party;

- 11.2.3. they shall adopt all reasonable precautionary measures to prevent the release, as a consequence of their action or omission, to a third party or public disclosure of Confidential Information;

- 11.3. A Party may disclose Confidential Information to state and local government institutions if the duty of disclosure stems from legislation. If a Party is obliged by legislation to disclose Confidential Information, it shall where possible undertake, within a reasonable time of disclosure of such information, to notify the other Party in writing of the relevant obligation of public disclosure and of the extent of the information subject to disclosure, and shall always undertake to disclose the relevant information in the minimum required amount, and if possible in a generalised form, bearing the marking "*konfidentsiaalne*" ("Confidential").

- 11.4. For the purpose of the Agreement, "Third Party" shall not include, nor shall the prohibition on the disclosure of Confidential Information apply to (a) employees of a Party and other persons related to the performance of the Agreement, on the condition that Confidential Information is only disclosed to them in the extent necessary for them to perform the Agreement and on the condition that the Party ensures that the said persons maintain Confidential Information; and (b) the Parties' auditors, legal advisors and banks bound by the duty of confidentiality.

- 11.5. The Parties undertake to notify each other promptly if Confidential Information is

communicated or may be communicated to a person lacking the right thereto. The provisions of this clause shall not in any manner limit the liability for breach of the Agreement.

- 11.6. The Agreement and its terms and conditions are confidential and shall be considered Confidential Information in accordance with clause 11 of the General Terms and Conditions.

12. LIABILITY OF THE PARTIES AND LIMITATIONS ON LIABILITY

- 12.1. The Parties shall be liable for the failure to comply or comply as required with the obligations assumed by them in accordance with the procedure and in the extent set forth in the agreement and the legal acts of the Republic of Estonia.
- 12.2. All returns submitted by Payers shall be fulfilled by the Merchant and the Merchant shall have full and sole liability for any and all potential claims related to payment of the Transaction Amount.
- 12.3. The Merchant shall indemnify Maksekeskus against all expenses and loss that Maksekeskus has incurred in relation to the Point of Sale, Transactions, complaints and other issues related to the acceptance of Cards, including, but not limited to:
- 12.3.1. any payments required by Visa and MasterCard in relation to the Merchant and the Point of Sale;
- 12.3.2. any payments in all cases when the Issuer submits substantiated complaint disputing a Transaction in cases specified in the Rules of Card Organization (i.e. the Card User has refused the Transaction, the Transaction is fraudulent, the Card User has not received the goods or services purchased within the Transaction etc.);
- 12.3.3. loss and expenses incurred by Maksekeskus where the Merchant uses the Terminal for provision of services or selling of goods that do not correspond to the Merchant's type of business indicated in the Application;
- 12.3.4. loss and expenses related to damage, destruction, theft, robbery or other manner of loss of the Terminal or renewal of damaged labelling of a Terminal;
- 12.3.5. any payments requested by the Installer with regard to the Merchant's failure or insufficient performance of his obligations related to the installation at the Point of Sale of a Terminal that the Merchant receives from the Installer under the Agreement, the acceptance from the Installer thereof, and use and delivery to the Installer thereof.
- 12.3.6. any claims between the Merchant and the Card Users.
- 12.4. Maksekeskus shall not incur any obligations to Payers, including and not limited to obligations related to defects in goods and improper delivery. If Maksekeskus receives a relevant claim from the Payer, Maksekeskus shall immediately forward it to the Merchant for fulfilment. The Merchant undertakes to compensate Maksekeskus for all expenses and damage that Maksekeskus incurs in connection to expenditures arising from potential claims from Payers.
- 12.5. The Merchant shall bear credit risk liability, i.e. liability for the Payer failing to pay the Transaction Amount as required or if any refunds or disbursements must be made to

the Payer in connection with payment of the Transaction Amount or withdrawal from payment of the Transaction Amount.

- 12.6. The Merchant undertakes to compensate Maksekeskus for all expenses that Maksekeskus bears in connection to refund claims from Payers, including any dispute or disagreement between the Merchant and Payer (so-called chargeback). The process of complaints related to the Transactions paid with the Card shall be as follows:
 - 12.6.1. Maksekeskus shall notify the Merchant on each received complaint by communicating it to the Merchant's contact person and requesting submission of Source Documents.
 - 12.6.2. Within 3 (three) business days after the Merchant has received Maksekeskus's notice regarding the complaint the Merchant shall either recognise the complaint as substantiated and inform Maksekeskus respectively or disprove the complaint by submitting to Maksekeskus the Source Documents requested by the latter and the Merchant's written explanation.
 - 12.6.3. If the Merchant fails to submit to Maksekeskus the requested Source Documents and the Merchant's written explanation within the set term, Maksekeskus may assume that the Merchant has found the respective complaint to be substantiated.
 - 12.6.4. The Merchant shall, immediately but not later than within 2 (two) business days after the Merchant has received the Maksekeskus's notice of the complaint, pay to Maksekeskus the amounts of the Transactions regarding which the complaints have been received, as well as cover all other expenses related to the received complaints and the contesting thereof.
- 12.7. The Merchant's liability related to credit card fraud is excluded for Transactions in regard to which the Merchant has expressed the desire to Maksekeskus to implement 3-D Secure functionality and Maksekeskus shall bear full liability for the expenses and claims arising from said Transactions.
- 12.8. The Merchant shall have no right to bring any claims against Maksekeskus for the compensation of damage or other claims due to a faulty Transaction Order and, consequently, the wrong Transaction Amount being paid by the Payer.
- 12.9. The Parties have agreed that Maksekeskus shall only be liable for Maksekeskus providing the Service as required pursuant to the terms and conditions set forth in the Agreement. In no event shall Maksekeskus be in any way or manner or extent liable for loss of profit of the Merchant or a third party. In case Merchant provides Credit Card data in strict conformity to the Technical Guidelines then Maksekeskus undertakes responsibility for the security of cardholder data by complying with PCI DSS, Visa and Mastercard security requirements.
- 12.10. Breach of Agreement is excusable and a Party shall be excused from failing to perform the obligations assumed hereunder or failing to perform them as required if the Party was in breach of the Agreement due to force majeure. Force majeure is any circumstance that was beyond the control of the Parties and which, or the consequence of which, the Parties could not have been expected from the point of view of reasonableness, to have considered, avoided or overcome at the time at which they entered into the Agreement. Among other things, force majeure shall

include delays on the part of the credit institution in transferring amounts. If the effect of force majeure is temporary, the breach of obligation is only excusable for the duration of time that force majeure impeded performance of the obligation. The Party in breach of obligation due to force majeure is obliged to notify the counterparty of the force majeure circumstance without delay.

- 12.11. In the case of a delay in the performance of a monetary obligation arising from the Agreement, the Party entitled to the payment shall have the right to demand late interest from the other Party of zero point zero five percent (0.05%) of the unpaid amount for each calendar day of delay in payment, starting from the moment of violation to the full payment of the amount not timely paid.

13. NOTICES

- 13.1. Unless set forth otherwise in the Agreement, correspondence between the Parties shall be sent via the contact details for the contact person specified in the Agreement.
- 13.2. Notices shall be sent in a form reproducible in writing or in written form. If the Agreement specifies written form for a notice, the notice must be sent in writing.
- 13.3. All notices related to the Agreement shall be sent in English by express mail, regular mail or email. A notice submitted by express mail shall be considered sent when the notice has been delivered to the recipient. A notice sent by mail shall be considered sent when three (3) business days have elapsed since the notice was delivered to a post office. A notice submitted by email shall be considered sent on the next Business Day.
- 13.4. The Parties undertake to notify each other without delay of any changes in the contact person or contact details specified in the Agreement. The Merchant additionally undertakes to immediately notify Maksekeskus on any changes in the information provided in the Application.

14. ENTRY INTO FORCE, AMENDMENT AND TERMINATION OF THE AGREEMENT

- 14.1. The Agreement shall enter into force on the date specified in clause 1.5.1. of the Agreement and remain in force until the date specified in 1.5.2. of the Agreement.

14.2. Amendment of the Agreement.

The Agreement may be amended upon written agreement of the Parties, unless set forth otherwise in the Agreement. A Party which receives a proposal from the other Party to amend or supplement the Agreement shall undertake to respond in writing within ten (10) Business Days of receiving the proposal. Amendments to the Agreement shall enter into force upon signing of the relevant agreement by the Parties' representatives who have been authorised as required.

14.3. Unilateral amendment right of Maksekeskus

Maksekeskus has the right to unilaterally amend the Agreement, General Terms and Conditions, Price List and/or Technical Guidelines ("**Document subject to Amendment**"), notifying the Merchant's contact person of the changes in a form reproducible in writing at least thirty (30) days before the amendment enters into

force. In case the Merchant does not agree to the amendment of the Document subject to Amendment, the Merchant shall be entitled to unilaterally cancel the Agreement by informing Maksekeskus thereof in writing during thirty (30) days from the day Maksekeskus has notified the Merchant of the amendment of Document subject to Amendment. In case the Merchant has not cancelled the Agreement during the referred term the Merchant shall be deemed to have fully accepted amendment of the Document subject to Amendment.

14.4. Deactivation of the Service.

Maksekeskus shall unilaterally terminate the “*active*” status of the Website if during the period of 12 (twelve) months there has been no completed Transaction through the Website or Terminal.

14.5. Automatic termination of the Agreement.

The Agreement shall be deemed automatically terminated in case no Website of the Merchant has been in “*active*” status during the period of 6 (six) months.

14.6. Canceling the Agreement.

14.6.1. A Party shall have the right to cancel the Agreement under the ordinary procedure by notifying the counterparty of the desire to do so at least two (2) months in advance.

14.6.2. The Parties have the right to cancel the Agreement extraordinarily on grounds set forth in the Law of Obligations Act and this section of the General Terms and Conditions. For cancelling the Agreement extraordinarily the cancelling Party shall submit respective written declaration of cancellation to the other Party.

14.6.3. Maksekeskus shall have the right to cancel the Agreement extraordinarily without a notification period among other, if (1) the Merchant has submitted to Maksekeskus incorrect data and/or information; or (2) the Merchant changes domain address of the Website; or (3) the Merchant assigns the Website to the use of third person regardless of the legal grounds and manner of such assignment; or (4) the Merchant does not comply to the requirements applicable to Merchants that are set forth on the Website of Maksekeskus and/or the Agreement; (5) the Merchant becomes involved in wrongful or fraudulent activity or activity which may cause harm to any payment system; (6) the Merchant, it's shareholder, beneficial owner and/or any of its representative becomes subject of any sanctions (domestic or international).

15. ACTIONS OF THE PARTIES UPON EXPIRY OF AGREEMENT

15.1. The Parties shall proceed from clause 15 of the General Terms and Conditions in the case of cancellation or expiry of the Agreement on any basis.

15.2. Upon the expiry of the Agreement, the provisions of the Agreement which intrinsically set forth the rights and obligation of the Parties after the expiry or termination of the Agreement shall survive expiry of the Agreement. Among other things, this pertains to Agreement provisions that govern the Parties' payment obligations from operations and transactions taking place before the expiry of Agreement, a Party's duty to maintain Confidential Information, Parties' liability, the resolution of disputes between Parties and the rights and responsibilities set forth in clause 15 hereunder.

- 15.3. The Parties may agree upon the termination of the Agreement in more detail on the cessation of provision of the Service, including on the Parties' rights and responsibilities and liability following the expiry of the Agreement.

16. FINAL PROVISIONS

- 16.1. Maksekeskus has explained to the Merchant and by signing the Agreement the Merchant has accepted that based on the fact that Maksekeskus is entered on the list of persons holding a valid payment institution licence, the Estonian Financial Supervision Authority has the right to perform oversight regarding the activities of Maksekeskus and all Parties to the Agreement related to the provision of the Service and the performance of the Agreement.
- 16.2. The Agreement includes all of the Parties' agreements pertaining to the Agreement and supplants, as of entry into force, all oral and written agreements between the Parties previously agreed on regarding the same Agreement.
- 16.3. If any provision of the Agreement proves to be partially or completely invalid, this shall not affect the validity of the other provisions of the Agreement or of the whole Agreement, unless as a result of the invalidity of the specific provision, the Parties lose interest in the performance of the Agreement or if the invalid provision results in such a material change that the continued validity of the other provisions would clearly be unreasonable. In such a case, the Parties undertake to take joint action to replace the invalid Agreement provision with a valid one, which is in conformity with the law applicable to the Agreement and corresponds as much as possible to the original intent of the Parties.
- 16.4. The annexes to the Agreement are integral parts of this Agreement. The provisions of the annexes shall be applied in the case of conflict between the Agreement and its annexes.
- 16.5. Unless stated otherwise in the Agreement, neither Party may, without the prior written consent of the other Party, cede or re-assign rights and obligations arising from the Agreement to third parties or to perform acts which would result in the transfer of the rights or obligations on the basis of legislation (including during transfer of the company).
- 16.6. The Agreement and its terms and conditions are confidential, and the Parties shall not have the right to disclose the content of this Agreement without the written consent of the other Party. The above shall nevertheless not influence the Parties' right to disclose confidential information, the disclosure of which is required by legal acts, or the right to disclose confidential information to credit and financing institutions, auditors, advocates and other professional consultants bound by the duty of confidentiality.
- 16.7. The laws of the Republic of Estonia shall be applied to the Agreement. The Parties shall attempt to resolve all disputes arising from or related to the Agreement by way of negotiations. Harju County Court shall resolve disputes that remain unsolved during negotiations