General Terms and Conditions of Trust Pay, a.s.

Effective from September 1st, 2015

Contents

Preamble

These General Terms and Conditions (hereinafter referred to as 'GT&Cs') constitute the business conditions of Trust Pay, a.s., with a registered office at Za Kasárňou 1, 831 03, Bratislava, Company ID (IČO): 36 865 800 (hereinafter referred to as 'TrustPay'), registered in the Companies Register of District Court Bratislava I, Section: Sa, File No.: 4919/B, drawn up in accordance with Section 273(1) of the Commercial Code. The GT&Cs set out the basic rights and obligations resulting from a contractual relationship established between TrustPay and its Clients, and are binding for all the parties involved in this relationship as from the date when the Client expresses its intention to enter into a contractual relationship with TrustPay. They also define the basic rights and obligations arising from a contractual relationship between TrustPay and a third person interested in using TrustPay System. In addition, the GT&Cs regulate the legal relationships established between TrustPay and its clients or other persons in accordance with the applicable generally binding legal regulations of the Slovak Republic, as well as the rules of the Card Companies.

These GT&Cs provide a framework for the establishment of a contractual relationship between TrustPay and a Client and form an inseparable part of each Agreement made between TrustPay and a Client, unless otherwise stated in the Agreement.

1. Introductory Provisions

1.1. Definition of Basic Terms

For the purposes of these GT&Cs and the legal relationship between TrustPay and its Clients, the following terms shall have the meanings given to them below:

'Active Access' means access to information on a Payment Account established by Specimen Signature or Agreement, which entitles the Authorised Person to dispose of a Payment Account, i.e. individually, independently, without limitation of amount and other restrictions on transfer orders carried out on behalf of the Client.

'Authentication Data' means a system for verifying the safety of applications, orders and instructions received from a Client or an Authorised Person, enabling the identification of persons, the authentication and Authorisation of the individual applications and instructions used in communicating with TrustPay, in regard to Payment System services.

'Automatically Transfer Order' means an unconditional and unequivocal instruction given by a Client (payer) for the performance of a payment transaction or other operation in funds on the Client's Payment Account made through Communication Chanel. Control and security procedures providing protection of the transmitted data against unauthorized access, as well as the form in which Client's instruction should be sent, is stated in the Integration Manual. Automatically transfer order may be given as a single payment as well as a standing order or a bulk transfer order.

'Authorisation' means the process of Transaction verification (approval or rejection) at the level of TrustPay and the issuer of the Payment Card. Transaction verification leads to the assignment of an authorisation code (not including the crediting of funds to the Client's account).

'TrustPay Gateway' means the payment gateway operated by TrustPay, designed to enable payments to be made via the Internet for goods and services offered in virtual shops through the Merchant's Portal. TrustPay Gateway can be used after Integration with the Merchant's Portal, completed in accordance with the Integration Manual. TrustPay Gateway covers the full range of services provided by TrustPay to the Merchant for the purpose of accepting Transactions through the Portal.

'Chargeback' means Payment Card Holder complaint to card transaction as defined by rules of Card Companies.

'Price List' means an overview of the services and activities offered by TrustPay to Clients, including the fees charged for the use of these services and for the performance of various operations. The Price List is part of the GT&Cs of TrustPay.

'External Payment Transactions' *are transactions performed between an account maintained by* TrustPay *and an account maintained by another financial institution.*

'Cut-off Time' means the time when TrustPay receives /accepts payment orders for the corresponding Business Day and makes Transactions. Payment orders or payment transactions received after Cut-off Time are considered to be received on the next Business Day. 'Cut-off Time for Payment Orders' is the time within a Business Day up to which TrustPay accepts payment orders given by Clients on the same Business Day before the Cut-off Time.

'Certificate' means a document confirming a payment made with the Customer's Payment Card, which is registered by the Client.

'Confidential Information' means any information, facts and data that are used in the Agreement made between TrustPay and the Client, or information, facts and data on matters relating to TrustPay and the Client, which came to the knowledge of the parties during or in connection with the conclusion of the Agreement or compliance with the individual contractual terms and conditions, or information on payment transactions and on the use of funds through payment tools, and any other information relating to the activities of any of the parties having a certain value and capacity to cause benefit or harm to TrustPay/Client, or information that is classified by its provider as confidential or its confidential nature results from its essence or circumstances of which of the other party is aware.

'Payment Card Holder' means a natural person whose name appears on the Payment Card.

'Electronic Means of Communication' (hereinafter referred to as 'EMC') means any electronic means of communication enabling communication with TrustPay in electronic form; they include mainly electronic communication networks, such as the Internet, mobile and landline networks used for the transmission of signals between TrustPay and the Client, or other similar networks.

'IBAN (International Bank Account Number)' means an international bank account number enabling clear identification of the payee and automated payment processing. It consists of a country code, control number (calculated for each client according to a precise algorithm determined from the bank code, account number, and the prefix), bank code, prefix, and the Client's account number.

'Integration' means the process resulting in the technical connection of the Client's Internet Portal to TrustPay's Gateway, and/or the period starting when the Integration Manual is delivered to the Client and ending with the conclusion of the first on-line transaction. Integration is to be ensured by the Client, at its expenses, in accordance with the Integration Manual.

'Integration Manual (TrustPay Merchant Integration Manual)' means the technical specification and a set of technical data and documents necessary for the actual process of Integration and connection of TrustPay Gateway into the Portal on Client´s side and other technical standards related to TrustPay System. Integration Manual is provided by TrustPay, the current version is available at the website www.trustpay.eu. TrustPay is entitled to modify the Integration Manual at any time.

'Internet Banking' refers to TrustPay's secure environment connected to the Internet, where, after registration and identification, the Client may give payment orders, check the balances and transactions on its Payment Account, and to communicate with TrustPay.

'Card Companies' means supranational companies providing non-cash payment services through Payment Cards, namely MasterCard and VISA.

'Card Transaction' means any financial transaction carried out using a Payment Card, in particular a payment for goods and services purchased through the Merchant's Portal. Card transactions also include 'reversal transactions', where the Client cancels an authorised payment within the Business Day.

'Client' means a natural person or legal entity having a contractual relationship with TrustPay, the subject matter of which is providing of payment services.

'Communication Channel' means the technical connection between the Client and TrustPay, enabling secured Transaction processing. The conditions for the creation and operation of a Communication Channel are set out in the Integration Manual.

'Mastercard' means MasterCard International, Inc. and Europay International S.A. and related brands, and their successors or assignees.

'Multicurrency' means a service provided by TrustPay to a Merchant, enabling the Merchant, who uses the TrustPayments service, to receive payments from Customers in a currency other than the currency in which the Merchant originally denominated the Transaction. This service cannot be used for Card Transactions.

'Unauthorized payment' means a payment for which the approval was not given in agreed form.

'Unidentifiable Payment' means an incoming payment that is recorded by TrustPay but cannot be credited to the account of a particular Client (due to missing data). If the transaction is not identified within the prescribed time limit and is not classified by the TrustPay as an unusual business operation, the payment is sent back to the Payer who fully bears the costs of such processing according to the current Price List.

'Unusual (Suspicious) payment' means a legal act or any act, which indicates that its execution may lead to legalization of proceeds of criminal activity or terrorist financing.

'Notification' means notification of an incoming or outgoing payment sent to the Client via the TrustPay System or by e-mail.

'Notification protocol' means a document filled by Merchant, determining how and where Notifications are sent to a Client.

'Merchant account' is a type of Payment Account opened by TrustPay for a Merchant using TrustPay Gateway.

'Merchant' means a type of client engaged in the sale of goods, provision of services or other assets through the Internet.

'Commercial Code' means Act No. 513/1991 Coll. of laws, Commercial Code, as amended.

'Authorised Person' means a person authorised by the Client, in the manner required by TrustPay and by the applicable security regulations, to dispose of the Payment Account as a person listed in the Specimen signature sheet or requested by a Client.

'Passive Access' means access to information on a Payment Account established by the account holder for the benefit of a third person. The beneficiary of such access is only entitled to receive information relating to the Payment Account, such as transactions and the account balance. Passive access is activated upon Client's request through Internet Banking. Person with passive access is considered to be an Authorised Person.

'Written form' means hard copy of the ducment. Electronic form may be used instead of written form only with TrustPay approval.

'Politically Exposed Person' is a natural person in a prominent public function and not having permanent residence in the Slovak Republic during performance of his function and during one year after termination of performance of a prominent public office, as well as a natural person, who is a spouse or person, who has similar status as a spouse of such person. As well as a child, son-in-law, daughter-in-law of a such person or a person having a status similar to son-in-law or daughter-in-law of a such person or a parent of such person. Politically Exposed Person shall also be a natural person known as Ultimate Beneficiary Owner of the same Client or to be otherwise controlled by the same Client as such person or runs the businenss with such a perosn or Client who was incorporated for the benefit of such person.

'Payer' means a natural person or a legal entity transferring funds from his/her/its account, payment card, or in any other manner, to the Payee.

'Payment Card' means a payment tool intended solely for making payments for goods and services via the Internet to Merchants whose websites are marked with the logos of international Card Companies (MasterCard and VISA).

'Payment Account' means an account opened by TrustPay for a Client for purposes related to the provision of payment services. A Payment Account enables the Client to carry out any payment transaction that is allowed by TrustPay within the scope of its payment services.

'Payment Transaction' (also referred to as 'Payment') means any transfer of funds between individual Payment Accounts (for the purposes of payment transactions, a Payment Account of a third person or any other similar account held by a Payment Service Provider is also deemed to be a Payment Account).

'Specimen Signature' means the Client's signature attached to an Agreement or in any other manner designated by TrustPay; this is deemed to be a Specimen Signature unless the Agreement, GT&Cs, or the business practices stipulate otherwise. A specimen signature also entitles an Authorised Person to dispose of a Payment Account in the given range.

'Fee for Inactivity' this fee is charged after 12 months of inactivity. Activity means any incoming or outgoing payment to/from the account.

'Portal' (also referred to as 'Internet Portal') means a specific internet domain, where good/services/other assets are presented by a Merchant or another person (of which TrustPay must be informed). A Portal may also include sub-domains.

'Payment Service Provider' means (i) a bank or a branch of a foreign bank; (ii) a payment institution or electronic money institution established under the Act, or a branch of a payment institution or electronic money institution; (iii) other similar financial institution providing Payment Services.

'Business Day' means the day on which TrustPay and other institutions engaged in the money transfer business operate, usually Monday to Friday. The Business Days of banks do not include bank holidays (weekends, public or other holidays, and the days officially declared 'bank holidays' in the Slovak Republic).

'Scheme Rules' means the by-laws, rules, operating regulations, guidelines, policy statements and other instructions issued by the Card Companies as may be amended or varied from time to time.

'Transfer Order' means an unconditional and unequivocal instruction given by a Client of TrustPay (payer) for the performance of a payment transaction or other operation in funds on the Client's Payment Account, unless agreed otherwise. A Transfer Order may be given as a standing order or a bulk transfer order.

'3D Secure' is a protocol developed by card issuing companies which is aimed to raise the security of online payments. It is based on the payment authorization i.e. verification of the identity by password assigned to a given card.

'Refund' means refund of processed card transaction on the request of Client as defined by Rules of Card Companies.

'Cancellation of Outgoing Payment' means Client's request for cancellation of an outgoing payment that has already been sent to TrustPay for processing, but has not yet been processed.

'TrustPay System' means a payment system operated by TrustPay, enabling the performance of Payment Transactions.

'Phone Identificator' means a payment service offered by TrustPay, enabling the Client to use some of the payment services provided by TrustPay via telephone – a form of cummunication device.

'Transaction' means a financial operation carried out by a Customer for the purpose of purchasing goods and/or services from a Merchant, which is not a Card Transaction.

'TrustCard' means a service provided by TrustPay, enabling the use of MasterCard International and VISA International payment cards for payments via the Internet.

'TrustPay' refers to TrustPay, a.s., a business company with a registered office at Za Kasárňou 1, 831 03, Bratislava, Slovak Republic, IČO: 36 865 800, registered in the Companies Register of District Court Bratislava I, Section: Sa, File No. 4919/B, which is a legal entity authorised to provide payment services under a licence issued in accordance with the Act (licence registration no.: OPK-17093-1/2009).

'TrustPayments' means a service offered by TrustPay, enabling Merchants to accept Payments made in the form of bank transfers to their own accounts maintained by TrustPay.

'Internal Payment Transactions' are transactions made between accounts maintained by TrustPay.

'VISA' means, individually or collectively, as appropriate, VISA U.S.A. Inc. and/or VISA INTERNATIONAL Inc. and/or Visa Europe Limited and related brands, and any of their successors or assignees.

'Customer/Buyer' means the holder of a Payment Card through which payments are made for goods/services purchased via the Portal, and/or a person who pays to the Client for goods/services using the TrustPayments service. For the purposes of these GT&Cs, a Customer is considered to be a Payer, unless otherwise stipulated.

'Act' refers to Act No. 492/2009 Coll. of laws on payment services as amended.

'Agreement' means a legal relationship established between TrustPay and the Client, providing a framework for the provision of payment services. These GT&Cs form a general part of an Agreement, unless the Agreement stipulates otherwise. The clauses of the Agreement shall prevail over the GT&Cs.

2. Establishment, Change, and Termination of a Contractual Relationship

2.1. Establishment of a Contractual Relationship

2.1.1. TrustPay provides payment services and/or performs other activities related to providing of payment services for Clients under an Agreement. The contractual conditions are the terms and conditions stipulated by an Agreement as a legally binding act between TrustPay and the Client, concluded in accordance with the GT&Cs, the Price List, and/or other applicable documents.

2.1.2. All the matters arising from a contractual relationship shall be governed by the provisions of these GT&Cs, unless the Agreement stipulates otherwise.

2.1.3. An Agreement between TrustPay and the Client can be concluded in writing or in electronic form, or in another similar manner, based on which the Client's consent to the contractual conditions of TrustPay can be clearly identified. A contractual relationship is established by the signing of the relevant legal acts by TrustPay and the Client or by the acceptance of a draft Agreement truly and fully completed by the Client in electronic form via Internet Banking.

2.1.4. Part of a contractual relationship is the opening of a Payment Account for the Client, unless the parties agree otherwise. TrustPay undertakes to maintain a Payment Account for the Client throughout the life of the Agreement, unless the parties agree otherwise. The details of a Payment Account are specified in the GT&Cs.

2.1.5. An Agreement can be concluded for a definite period or an indefinite period.

2.2. Changes in a Contractual Relationship

2.2.1. The subject matter of an Agreement can be narrowed only upon expiry of a notice period, which is specified for each type of a payment service, unless these GT&Cs stipulate otherwise.

2.2.2. The Client shall be obliged to notify TrustPay without delay of any change in its registered office address, change in the list of persons authorised to act on its behalf, or event that may affect the discharge of obligations towards TrustPay (initiation of bankruptcy, restructuring, foreclosure, liquidation, or criminal proceedings, etc.).

2.2.3. TrustPay shall not be liable for any damage incurred by the Client as a result of a failure to report a change in time under the previous clause.

2.2.4. Until a change is reported, the information provided by the Client and used in the Agreement shall apply.

2.3. Termination of a Contractual Relationship

2.3.1. A contractual relationship between TrustPay and a Client may be terminated in the following ways:

a) by contract between the parties;

b) upon expiration of the period for which the Agreement was concluded;

c) by withdrawal from the Agreement for legally justified reasons;

d) if TrustPay or the Client (legal person) is dissolved without a legal successor or the Client (a natural person) dies;

e) upon expiry of TrustPay's licence to provide payment services;

f) by termination notice given by one of the parties for any of the reasons specified below.

2.3.2. The Client and TrustPay shall be entitled to terminate an Agreement concluded for an indefinite period at any time, unilaterally, without specifying the reasons. The termination notice shall start to lapse from the first day of the month following the delivery of a written notice. In general, the notice period shall be one (1) month in the case of a notice given by the Client and two (2) months if the notice is given by TrustPay.

2.3.3. TrustPay shall be entitled to terminate any Agreement with the Client with effect from the date of delivery of a termination notice to the Client if:

a) no transaction is made on the Payment Account by the Client over a period of twenty-four (24) months;

b) the Client breaches the Agreement or acts in contradiction with the GT&Cs, and fails to provide remedy within the time limit specified by TrustPay;

c) the Client repeatedly or grossly violates the contractual conditions;

d) TrustPay has a justified suspicion that the Client or a person authorised to act on the Client's behalf behaves in contradiction with the generally binding legal regulations, good morals, principles of fair business, or the Client's position has changed substantially so that the Client can no longer guarantee compliance with the contractual conditions;

e) if the Client's Payment Account shows a negative balance at the end of any of the calendar months;

f) if the Client has unpaid liabilities towards TrustPay (the right to recover these liabilities shall remain unaffected);

g) such events occur on the Client's side that may affect the discharge of liabilities towards TrustPay (initiation of a bankruptcy, restructuring, foreclosure, liquidation, or criminal proceedings, etc.);

h) the Client does not deliver the goods or services purchased, rejects complaints about goods or services without justification, refuses to enable the return of goods without justification, or alters accounting documents related to payments made through TrustPay Gateway using the TrustCard service;

i) any of the Card Companies, the Slovak Republic Police Corps, or the National Bank of Slovakia instructs or advises TrustPay to end cooperation with the Client;

j) if the information provided by the Client and used in the Agreement proves to be untrue, incomplete, inaccurate, and incomprehensible;

k) the Client enables the TrustPay Gateway to be used for the benefit of a third person or by a third person other than the Payer, without the prior consent of TrustPay;

l) the client does not have all the rights needed to use the Portal in the manner stipulated by the GT&Cs for a contractual relationships between TrustPay and a Merchant.

2.3.4. TrustPay shall be entitled to terminate any Agreement with the Client with effect from the date of delivery of termination notice to the Client of a notice if, in connection with the use of the TrustCard service:

- an excessive one-off increase of chargebacks received from Payment Card Holders is recorded (under the rules and recommendations of Card Companies) or chargebacks are received repeatedly from Payment Card Holders in connection with the Client's actions;

- fraudulent acts are identified on the Client's side in connection with the acceptance of Payment Cards or criminal proceedings are initiated against the Client or its employees in the matter of fraudulent acts;

- TrustPay may violate the rules or recommendations of the Card Companies if it continues providing the TrustCard services;

- the Client collects data on Payment Cards without authorisation;

- the Client takes concrete steps towards the cancellation of its account with TrustPay without determining another account for the receipt of Card Payments made using the TrustCard service.

2.3.5. The Client shall be entitled to terminate any Agreement with TrustPay in writing with effect from the date of delivery of termination notice to TrustPay if:

a) TrustPay repeatedly and grossly violates these GT&Cs ;

b) TrustPay repeatedly and grossly violates the Agreement ;

c) TrustPay provides payment services in contradiction with the Act;

d) TrustPay loses its authorisation to provide payment services;

e) Such events occur on the Client's side that may affect the discharge of liabilities towards TrustPay (initiation of a bankruptcy, restructuring, foreclosure, liquidation, or criminal proceedings, etc.).

2.3.6. For the purposes of an Agreement, gross violation means such violation of the contractual conditions that may cause the other party damage amounting to at least €10,000 in each individual case, unless the GT&Cs stipulate otherwise.

2.3.7. If a contractual relationship terminates, the Client or its legal successor shall determine where the balance from the Client's Payment Account is to be transferred. If the Client fails to determine how the balance should be treated after the termination of contractual relationship, TrustPay shall retain this balance until the claim to the funds becomes statute-barred, without paying interest on the funds. TrustPay shall pay out the funds from the Client's Payment Account only if the balance is higher than EUR10.

2.3.8. If there are reasons for terminating the Agreement immediately, TrustPay shall be entitled to suspend the TrustPay Gateway service.

2.3.9. The Client undertakes to pay a lump sum of EUR 335.- as compensation if the Client terminates an Agreement that also includes the TrustCard service within twelve (12) months from the signing of the Agreement or an amendment under which the TrustCard service is added to the Agreement.

2.3.10. With the termination of an Agreement, the Client's accounts maintained by TrustPay for that particular Agreement shall be cancelled, too.

3. Payment System Services

3.1. Payment Account

3.1.1. *Establishment, Maintenance, and Disposition of a Payment Account*

3.1.1.1. For the purposes of Payment System services, TrustPay shall establish and maintain a Payment Account/Payment Accounts for the Client. Unless TrustPay and the Client agree otherwise, TrustPay shall establish one (1) Payment Account for the Client after the Agreement is concluded. In special cases, TrustPay shall reserve the right not to establish a Payment Account for a particular person. There is no legal claim for an establishment of a Payment Account.

3.1.1.2. Unless TrustPay and the Client agree otherwise, the Payment Account shall be registered for the Client's name and surname/business name. Each Payment Account shall have a number assigned, which is unique within TrustPay.

3.1.1.3. TrustPay shall be entitled to determine the minimum balance to be maintained on a Payment Account, as well as the minimum amount of funds transfer for the given type of payment transactions. The Client shall be obliged to observe the minimum amount of a transfer and to maintain the minimum balance on the Payment Account, below which no payment is processed by TrustPay. The minimum amount set for a specific Payment Transaction may be reduced, or the minimum balance on a Payment Account be overdrawn, solely with the prior consent of TrustPay. The minimum balance as well as the minimum amount of funds transfer for the given type of payment transactions, are determined in a separate document, which is available on the public website of TrustPay.

3.1.1.4. The Payment Account Holder shall be entitled to fully dispose of the Payment Account and the funds held on the Payment Account in accordance with the conditions set out in the Agreement with TrustPay, as well as to terminate this account and to establish and cancel specimen signatures.

3.1.1.5. The Payment Account Holder shall be entitled to authorise further persons to exercise the respective disposal rights in relation to the Payment Account and/or the funds held on the Payment Account, but exclusively on the basis of a power of attorney and a duly established specimen signature, unless TrustPay stipulates otherwise. TrustPay shall not be obliged to accept any other rules restricting its actions and signature rights.

3.1.1.6. An authorisation to dispose of a Payment Account, and/or of the funds held on that Account, shall be valid until the delivery of a notice of revocation of the authorisation in writing or until the delivery of a document confirming the occurrence of facts leading to the change or expiration of the disposition authorisation concerned. Changes in the disposition authorisation shall become binding upon TrustPay no later than five (5) working days of the date of their delivery to TrustPay.

3.1.2. Interest Rates on Funds Held on Client Accounts

3.1.2.1. The funds held on Payment Accounts with TrustPay shall bear no interest.

3.1.3. Fees

3.1.3.1. TrustPay shall charge fees related to the maintenance of a Payment Account according to the Agreement and/or the Price List valid on the day when the relevant act takes place. TrustPay shall collect the fees before or after the service. TrustPay shall be entitled to not carry out an act if there is not enough money on the Payment Account for fee payment.

3.1.3.2. The Client undertakes to pay fees to TrustPay according to the previous clause.

3.1.3.3. If TrustPay does not collect the fee to which it is entitled under the Agreement, the entitlement to the fee shall last, without limitations, until the time when the fee is actually collected.

3.1.3.4. For the purpose of fee collection, Trus Pay shall be entitled to clear such liabilities against the funds that are held on Payment Accounts.

3.1.3.5. If the Client's account is denominated in a currency other than that in which TrustPay collects the fees, the relevant fee shall be collected in the currency in which the account is denominated, following conversion at the rate set by TrustPay.

3.1.4. Provision of Information on Payments and Payment Account Balances

3.1.4.1. The Client has access to information on transactions and balances on its accounts in electronic form, i.e. through the Internet Banking service. When using this service, the Client shall have online access to the current balance on its Payment Account, as well as to the list of all Payment Transactions.

3.1.4.2. TrustPay shall supply statements of accounts in paper form and on physical media at the Client's request, after the fee is paid according to the current Price List.

3.1.5. Blocking of Funds

3.1.5.1. TrustPay shall block the funds held on the Client's Payment Account in the required amount in the following cases:

a) a foreclosure decision is to be enforced by collecting receivables from the Client's Payment Account with TrustPay as instructed by a court, bailiff, tax authority, or other authority;

b) TrustPay is obliged to do so under the applicable legal regulations, enforceable decision of a court or state administration authority;

c) on the basis of an contract between TrustPay and the Client.

3.1.5.2. If the funds held on the Client's account are not subject to or are exempted from the foreclosure decision, the Client shall be obliged to inform TrustPay in writing without delay and to prove this fact with the relevant documents. Otherwise, TrustPay shall not be authorised to unblock the Payment Account and shall not be liable for the resulting damage.

3.1.5.3. TrustPay shall be entitled to block the funds held on the Client's Payment Account for the necessary period in the following cases:

a) TrustPay has a suspicion that the funds held on the Client's Payment Account are intended for the commitment of a crime;

b) the funds on the Payment Account are intended for the commitment of a crime, they come from a criminal activity or from participation in such activity, or such a suspicion was notified to TrustPay by law enforcement authorities, or the Client's actions are in contradiction with the generally binding legal regulations or these GT&Cs, or there is a risk that damage may be caused to the Client or TrustPay;

c) for security reasons, i.e. there is a suspicion that an unauthorised Payment Transaction was carried out through the Client's Payment Account;

d) the Client is in delay in discharging its obligations under the Agreement;

e) bankruptcy is declared in respect of the Client's assets, restructuring is initiated, the bankruptcy petition is cancelled owing to the lack of funds for the remuneration of the trustee in bankruptcy, the Client enters into liquidation, or the risk of insolvency on the Client's side excessively increases within a short period;

f) for the purposes of corrective accounting and settlement;

g) the Client is using TrustCard service and an excessive one-off increase is recorded in the number of chargebacks received from Payment Card Holders (under the rules and recommendations of Card Companies) or Chargebacks are received repeatedly from Payment Card Holders in connection with the Client's actions;

h) the Client is using TrustCard service and fraudulent acts are identified on the Client's side in connection with the acceptance of Payment Cards or criminal proceedings are initiated against the Client or its employees in the matter of fraudulent acts;

i) the Client is using TrustCard service and collects data on Payment Cards without authorisation;

j) if actions of the Client fail to comply with Scheme rules and such conduct may cause TrustPay a damage.

3.1.5.4. TrustPay shall be entitled to block the funds held on the Client's Payment Account whenever there is a suspicion that the account is used for money laundering or terrorism financing, i.e. unusual (suspicious) business transactions are recorded. TrustPay shall inform the Client of such blocking, but only if this is allowed by the applicable legislation and/or the rules of the Card Companies.

3.2. Payment Transactions

3.2.1. General Provisions

3.2.1.1. Under the Agreement, TrustPay generally processes Payment Transactions for the Client in non-cash form.

3.2.1.2. The Client can make payments using Transfer Orders through the Internet Banking service or in another manner supported by TrustPay. TrustPay assumes no responsibility for the processing of incorrect data provided by the Client and is entitled to charge fees according to the Price List.

3.2.1.3. TrustPay shall process Transfer Orders given by the Client without undue delay, within the Cut-off Time, provided that at the moment of maturity there are enough funds (sufficient financial coverage) on the Client's Payment Account, from which the payment is to be debited. For the purposes of Transfer Orders, 'sufficient financial coverage' means an amount of funds on the Client's Payment Account, which equals to at least the amount of the Transfer Order given by the Client, including the applicable fees related to the Transfer Order according to the Price List. If there is no sufficient financial coverage, TrustPay shall not execute the Transfer Order.

3.2.1.4. If the Client gives several Transfer Orders with the same due date, or a bulk payment order or a standing order, and there are not enough funds on the Client's Payment Account at due date, none of the Transfer Orders shall be executed.

3.2.1.5. TrustPay shall be entitled to reject the Transfer Order where there is a justified suspicion that its execution would be inconsistent with the generally binding legal regulations or good morals, or if the Transfer Order is unclear, incomprehensible or uncertain; in such cases, TrustPay shall inform the Client without delay.

3.2.1.6. If Payment Transactions are made to the credit of the Client's Payment Account from the Payment Service Provider's current account or other account, the number of the Client's Payment Account shall be used as a variable symbol for the relevant payment, or a note for the Payee, or the payment shall be marked in a similar manner so that it can be identified as an incoming payment to the credit to the Client's account.

3.2.1.7. TrustPay shall be entitled not to credit funds to the Client's Payment Account or not to transfer funds from the Client's Payment Account, if the data about the Payer are not clear, comprehensible, and specific enough.

3.2.1.8. TrustPay shall be entitled not to credit funds to the Client's Payment Account or not to transfer funds from the Client's Payment Account if the transaction contradicts the legal regulations, mainly if there is a suspicion that the relevant Payment Transaction is associated with money laundering, terrorism financing, or other criminal activity.

3.2.1.9. TrustPay shall be entitled to receive funds that are transferred to the Client's Payment Account and to credit these funds to the Client's Account. The Client agrees that, if, after the cancellation of its Payment Account and/or the termination of the legal relationship between TrustPay and the Client, any funds are transferred to its cancelled Payment Account, TrustPay shall be entitled to credit such funds to another Payment Account of the Client, if such account exists, or TrustPay shall return the transferred funds to the Payer, after deducting the fees applicable to such Payment Transactions according the current Price List.

3.2.1.10. If the Transfer Order contains information or instructions, based on which the Payment Transaction cannot be carried out or the instructions given by the Client cannot be observed or, for other reasons, the payment cannot be processed, TrustPay shall credit the payment back to the Client's Payment Account or it shall call upon the Client to give new instructions or to clarify them.

3.2.1.11. If the Client's Transfer Order contains incorrect data (bank details or other) as a result of which the Payee's Payment Service Provider returns the funds transferred, TrustPay shall credit these funds back to the Client's Payment Account after deducting the applicable payment-related fees.

3.2.1.12. Incoming payments received by TrustPay for the benefit of the Client before the Cut-off Time shall be credited to the Client's Payment Account by the end of the Business Day on which they were received. TrustPay shall enable the Client to dispose of the funds as soon as they are credited to the Client's account.

3.2.1.13. TrustPay reserves the right to not credit the funds received to the Client's Payment Account where there is a justified suspicion that the relevant Payment Transaction should not be completed for the benefit of the Client. In such case, TrustPay undertakes to contact the Client immediately to inform him/her/it of this fact, and to require proof that the incoming payment is justified. TrustPay shall not be entitled to retain or block Payment Transactions made to the credit of the Client's Payment Account.

3.2.1.14. If TrustPay finds that the Payer has not provided all the necessary data for the Payment Transaction, the Payment Transaction concerned shall not be completed. An unidentifiable payment shall be retained in the payment institution under the internal regulations and the Act for fourteen (14) days, after that period it shall be returned to the Payer, with the applicable fee deducted according to the current Price List.

3.2.2. Internal and External Payment Transactions

3.2.2.1. Each Transfer Order is required to contain data and to be formatted as prescribed by TrustPay, each Transfer Order for Internal Payment Transactions is required to contain the following data:

• the payment account number of the Payee (another Client of TrustPay);

• the amount involved in the Payment Transaction.

3.2.2.2. If any of the above data is missing or is apparently incorrect, TrustPay shall be entitled to not process the Transfer Order. The Client shall be entitled to give the Transfer Order for Internal Payment Transactions at any time, even on a non-business day. TrustPay's internal Payment Transactions shall be processed automatically without undue delay, even on a non-business day.

3.2.2.3. The processing of an Internal Payment Transaction made through TrustPay Gateway means the debiting of funds from the Payer's Payment Account and their crediting to the Payee's Payment Account.

3.2.2.4. External Payment Transactions made on the basis of the Client's Transfer Order given on the Business Day before the Cut-off Time shall be processed on the day when the order is given. Payments made after the Cut-off Time shall be processed on the Business Day following the date of order. Processing means the execution of funds transfer order by TrustPay.

3.2.3. Standing Transfer Orders

3.2.3.1. The Client shall be allowed to arrange in writing, as prescribed by TrustPay, Standing Transfer Orders of a fixed amount, if such service is provided by TrustPay. Such payments shall be processed as any other Payment Transaction made on the basis of the Transfer Order received from the Client, under the conditions relating to Payment Transactions of the given type.

3.2.3.2. The Client shall be allowed to arrange in writing, as prescribed by TrustPay, Standing Transfer Orders regularly repeated at specific dates, to transfer the entire balance of its Payment Account.

3.2.3.3. If the due date does not fall on a Business Day, the Payment Transaction shall be carried out on the following Business Day.

3.2.3.4. If the Standing Transfer Order is not executed owing to lack of funds on the Client's Payment Account at the time of settlement, TrustPay shall not make the next regular payment under the Standing Transfer Order.

3.2.3.5. The Client shall be entitled to terminate the Standing Transfer Order in writing at any time, without specifying the reasons. The termination of the Standing Transfer Order shall become valid and effective immediately, and shall cancel all future Transfer Orders related to that particular Standing Transfer Order.

3.2.4. *Corrective Settlement of Payments*

3.2.4.1. TrustPay shall be responsible for the correct settlement of Payment Transactions if the Client meets all conditions stipulated for the execution of Transfer Orders and the performance of Payment Transactions.

3.2.4.2. If it becomes apparent during the performance of Payment Transactions that a Payment Transaction was incorrectly settled, TrustPay shall carry out corrective settlement on its own initiative, on another Payment Service Provider' initiative, or on the Client's initiative, without undue delay, as soon as such fact has come to its knowledge.

3.2.4.3. If TrustPay credits an incoming payment to the Client's account and is later contacted by the Payer's Payment Service Provider with a request for the return of the funds, TrustPay shall contact the Client in this regard. If the Client agrees to return the funds, the funds shall be deducted in full amount from the Client's Payment Account. If the Client does not agree to return the funds, the Payer's Payment Service Provider shall be contacted and informed that the request has been rejected. The Client's identification data shall be sent to the Payer's Payment Service Provider.

3.2.4.4. TrustPay shall return the funds credited to the Client's Payment Account to the Payer's Payment Service Provider or to another institution/authority if it is required to do so under the enforceable decision of a court, state authority, public administration authority, or under the applicable legal regulations. Exchange rate differences, if any, shall be borne by the person who is responsible for the incorrect Transfer Order or for incorrect settlement.

3.2.4.5. The Client shall be entitled to a remedy for an unauthorised or incorrectly settled Payment Transaction, as soon as the case is reported to TrustPay, but no later than thirteen (13) months of the date when the Payment Transaction was carried out. The Client shall only be entitled to a remedy for an unauthorised or incorrectly settled Payment Transaction, it shall have no right to claim damages or other compensation.

3.2.4.6. If, owing to fault on its part, the Client sends funds to the wrong account or identifies a payment incorrectly, the Client shall have no entitlement to corrective settlement, nor to damages or other compensation from TrustPay.

3.2.5. *Responsibilities of Payment Service Providers*

3.2.5.1. TrustPay shall be responsible for the crediting of payments to the Payee's account and for transferring payments from the Payee's account.

3.2.5.2. If an incoming or outgoing Payment Transaction is incorrectly processed by TrustPay, TrustPay shall correct the Transaction in accordance with the contractual conditions and statutory requirements.

3.2.5.3. An incorrectly processed Transaction can only be corrected according to the previous clause; the Client shall not be entitled to claim damages for such incorrectly processed Transaction.

3.2.5.4. If the Payer's Payment Service Provider proves the Payer or the Payee's Payment Service Provider that the payment was delivered to the Payee's Payment Service in full amount within the prescribed time limit; responsibility for the incorrect completion or non-completion of the relevant Payment Transaction shall be borne by the Payee's Payment Service Provider vis-à-vis the payee.

3.2.5.5. If the Payment Order is submitted by the payee or via the payee, the payee's Payment Service Provider shall be responsible to the payee for the correct delivery of the Payment Order to the Payer's Payment Service Provider within the prescribed time limit; the payee's Payment Service Provider shall be obliged to deliver the Payment Oder to the Payer's Payment Service Provider without undue delay.

3.3. **Electronic Payment Services**

3.3.1. *Authentication, Authorisation, and Identification of Persons*

3.3.1.1. Authentication Data of the Client's Payment Account are sent to the Authorised Persons.

3.3.1.2. Any acts performed using Authentication Data shall be, without exception, deemed to be acts performed by the persons to whom these data were allocated.

3.3.1.3. If the Authentication Data are incorrectly entered several times, TrustPay shall be entitled to block these Authentication Data. After thorough verification, the Client shall be entitled to receive new Authentication Data on request. For the repeated allocation of Authentication Data (after blocking), a fee may be charged according to the current Price List.

3.3.1.4. In the case of a change in the specimen signature sheet, TrustPay shall be obliged to adjust Authentication Data according to the modified specimen signature sheet.

3.3.1.5. If an account is cancelled, Authentication Data enabling access to that particular account shall be cancelled, too.

3.3.1.6. If the Client suspects that Authentication Data are being misused, it shall be obliged to report the case to TrustPay without delay.

3.3.1.7. Authentication Data comprise the following data:

- PID – a static alphafanumeric string;
- Password – a static alphanumeric string.

3.3.1.8. The validity period of Authentication Data is not limited, but may be cancelled or changed by TrustPay at any time, of which the Client shall be informed in due time.

3.3.1.9. The Client/Authorised Person undertake to use Authentication Data in accordance with these GT&Cs, the Agreement, and the technical specifications of Authentication Data.

3.3.1.10. The specifications of selected Authentication Data, the method of their activation, expiration, and replacement (with Authentication Data of another

type), and the limits and other restrictions applying to the use of Authentication Data are binding for the Client, as well as for the Authorised Persons. TrustPay shall be entitled to change the specifications, method of activation, expiration, and replacement with Authentication Data of another type, and the limits and other restrictions applying to the use of Authentication Data. The Client/Authorised Person shall be obliged to observe the security instructions/guidelines and regulations pertaining to the execution of Transfer Orders and to communication via Internet Banking. TrustPay shall execute only instructions and orders that include the correct and complete Authentication Data. If the Client/Authorised Person believes that the Authorised Person's Authentication Data may be/are misused, they shall be obliged to contact TrustPay immediately by telephone (the number is available in the Internet Banking), otherwise TrustPay shall not be liable for any damage so caused.

3.3.2. *Authorised Persons*

3.3.2.1. An Authorised Person may have an Active or Passive Access right assigned.

3.3.2.2. The Authorised Person with Authentication Data and a Passive Access right shall have access to information about the Payment Account, transactions in the Payment Account, and the Payment Account balance only.

3.3.2.3. The Authorised Person with Authentication Data and an Active Access right shall be entitled to dispose of the funds held on the Payment Account to which he/she has access through Authentication Data from the moment when his/her Specimen Signature was registered (according to the corresponding category).

3.3.2.4. Any act performed by the Authorised Person (except for the act of Specimen Signature registration, when he/she becomes the Authorised Person) is deemed to be the Client's act until the Authorised Person's Specimen Signature is revoked by the Client. TrustPay shall not be liable for any damage caused to the Client by the Authorised Person's acts /use of Authentication Data by the Authorised Person.

3.3.2.5. Responsibility for the use of Authentication Data shall be borne by the person to whom Authentication Data were allocated, i.e. the Authorised Person. The Authorised Person's responsibility towards TrustPay for the use or misuse of Authentication Data shall be governed by the provisions of these GT&Cs pertaining to liability for damage. TrustPay shall provide Authentication Data to the Authorised Person only. If the Client wishes to provide Authentication Data to a person who is not the Authorised Person, the person concerned is to be authorised through the registration of his/her Specimen Signature and the establishment of a right to dispose of the Payment Account and the funds held on that Account.

3.3.3. *Cancellation and Expiration of* **Authentication Data**

3.3.3.1. A request to block Authentication Data may be submitted by the Authorised Person or by the Client.

3.3.3.2. New Authentication Data for an Authorised Person may be requested by the Client only.

3.3.3.3. The Client shall be entitled to block the Authorised Person's Authentication Data or to revoke the Authorised Persons Specimen Signature via Internet Banking in the prescribed manner at any time. Revocation of the Authorised Person's Specimen Signature by the Client shall result in the blocking of the Authorised Person's Authentication Data.

3.4. **TrustPay Gateway (Integration and Use)**

3.4.1. The provisions of clause 3.4 of these GT&Cs shall relate exclusively to Clients who enter into the Agreement.

3.4.2. The provisions concerning TrustPay System also relates to TrustPay Gateway, unless stated otherwise.

3.4.3. Mainly TrustCard and TrustPayments services can be used within TrustPay Gateway.

3.4.4. *Integration and Use*

3.4.4.1. TrustPay Gateway is a service provided by TrustPay to Merchants, enabling the receipt of payments for any goods/services/other assets. The Merchant undertakes to provide cooperation when the TrustPay System will be connected to the Portal, and to operate the Portal subsequently in a manner enabling the proper functioning of the service.

3.4.4.2. For the purposes of TrustPay Gateway, TrustPay shall establish the Merchant Account for the Merchant.

3.4.4.3. The Merchant undertakes to integrate the TrustPay Gateway service into its Portal in accordance with the Integration Manual. The client shall be responsible for the correct Integration and shall be responsible for any damage resulting from failure to comply with the Integration procedure under the Integration manual.

3.4.4.4. In using the TrustPay Gateway service, the Client shall be entitled to receive Notifications of incoming payments. Sent Notifications are intended for information only and are not designated for the final settlement of payments. The Client is solely responsible for the proper completion of Notification Protocol.

3.4.4.5. After the TrustPay System and the Merchant's Portal are interconnected, the performance of Payment Transactions is enabled immediately.

The Merchant may ask for access to the TrustPay System's testing enviroment designated for system testing ('Testing Operations'). Access to the trust Pay System will be blocked during the Test Operation.

3.4.4.6. During the Test Operation, the Merchant shall be entitled to monitor and evaluate any defects in the operation of the Portal and/or TrustPay Gateway, and defects in the interconnection between the Portal and TrustPay Gateway, or other shortcomings.

3.4.4.7. Merchant may request test environment of TrustPay System for the prupose of testing the system (" Test Operation").

3.4.4.8. The Test Operation is a supplementary service used for testing the TrustPay Gateway service. The Test Operation is basically a technical test of the system, it is not part of the service. The Gateway service may be changed or cancelled at any time. Even if a certain operation or service proves to be fully functional in a Test operation, TrustPay does not guarantee its subsequent functionality.

3.4.5. *Rights and Obligations of the Parties*

3.4.5.1. TrustPay undertakes to carry out any Payment Transaction that will be made through the TrustPay Gateway and to provide other payment services with due professional care in compliance with the applicable legal regulations and international standards relating to the performance of non-cash Payment Transactions through payment systems and in accordance with these GT&Cs.

3.4.5.2. After a payment is processed, TrustPay shall be entitled to a fee, specifically the fee for payments made through the TrustPay Gateway, under the Agreement and the Price List of TrustPay.

3.4.5.3. TrustPay shall be entitled to use the Merchant's identification data, trademarks and signs, including the Merchant's logo, as references on its websites and in promotion materials.

3.4.5.4. The Merchant undertakes to ensure that the Portal will be permanently connected to the TrustPay Gateway over the life of the Agreement and that

Customers will be re-routed to the TrustPay System where the Payer selects the option of payment through the TrustPay Gateway. The Merchant shall be fully responsible for the operation of the Portal.

3.4.5.5. TrustPay undertakes to operate the TrustPay Gateway and to ensure its proper functioning throughout the life of the Agreement. In case of an outage lasting longer than one minute, TrustPay undertakes to inform the Merchant without undue delay; in case of a planned outage or limited functionality, the Merchant shall be informed at least twenty-four (24) hours in advance.

3.4.5.6. The Merchant undertakes to inform TrustPay of any defects occurring in connection with payments made by Payers, or defects in the TrustPay Gateway or the Portal, including the planned outages, by e-mail or telephone, at the address/number given on the website www.trustpay.eu without undue delay.

3.4.5.7. TrustPay shall be responsible for payments made through the TrustPay Gateway, provided that payments are made in accordance with the instructions published through the Portal when the TrustPay Gateway was put into operation, respecting the conditions set out in the Agreement and in these GT&Cs. TrustPay shall not be responsible for the contents of the Portal, defects in the operation of the Portal, obstacles to the processing of payments or other payment-related matters for reasons linked to the functionality of the Portal or access thereto, Internet connection of the Customer or Merchant, or for other reasons arising independently of TrustPay's will, i.e. vis major. Nor shall TrustPay be responsible for the terms of the business relationship between the Merchant and its Customer/Buyer (e.g. the terms of supply of goods/services/other assets, quantity, type, quality, complaint terms or other terms of the business relationship between the Merchant and the Customer), which fall under the exclusive responsibility of the Merchant and the Customer/Payer. In the case of a complaint about any payment for reasons arising from the business /legal relationship between the Merchant and the Payer, TrustPay's entitlement to fees under the Price List shall remain unaffected.

3.4.6. The Client undertakes:

3.4.6.1. to place the TrustPay logo and the link to TrustPay website, to which TrustPay gives its content, and/or the logos of the Card Companies on its Internet Portal in the manner agreed with TrustPay, along with the information prescribed by the generally binding legal regulations, in particular:

a) the Client's identification data;

b) full specification of the offered goods and/or services, including their price and the clearing currency;

c) description of the complaint procedure /return of goods or services, including information on consumer rights;

d) method of refunding (returning) payments received from the Client's customers;

e) contact data of the Client's Customer Service;

f) export restrictions, if any, imposed on the offered goods;

g) method of delivery of the goods/services provided;

3.4.6.2. to send the Customer a document (receipt) certifying that he/she has paid for the goods or service purchased;

3.4.6.3. to conduct business activities in a prudent manner in compliance with the permits, licences, and other authorisations issued for the Client; to not trade without TrustPay's consent and to not allow the use of the terminal for the purchase of goods or services, which is subject to a special authorisation.

4. TrustPayments

4.1.1. Any Transaction processed within TrustPayments services are considered to be the Payment Transactions.

4.1.2. TrustPay may unilaterally change the scope and form of services provided within TrustPayments Services.

4.1.3. Part of the TrustPay Gateway is the Multicurrency service, which makes it possible for the Merchants using the TrustPayments services to receive payments from Customers in the currency other than the currency in which the Transaction was originally denominated by the Merchant.

4.1.3.1. The Merchant may request TrustPay to activate Multicurrency service through Internet Banking or using any other method specified by TrustPay. This service cannot be used for Card Transactions.

4.1.3.2. All Payments received by the Merchant through Multicurrency will be credited to it in the currency that the Transaction was originally denominated in.

4.1.3.3. The exchange rates of currency pairs used for Transaction conversion are determined unilaterally by TrustPay.

4.1.3.4. TrustPay reserves the rights to define additional terms and conditions for Transaction execution from time to time through Multicurrency especially the maturity period. If paying Customer does not observe the instructed sum and due date, TrustPay is entitled to credit the money to the Merchant according to the last published TrustPay exchange rate.

4.1.3.5. Transactions credited to the Merchant through Multicurrency shall be charged to the Merchant in the currency that they were credited to the Merchant in, namely in the same way as other Transactions credited to the Merchant, denominated in the same currency.

4.1.3.6. Transactions performed by the Customer through Multicurrency via Multicurrency module will be credited to the Merchant's account within 10 business days as of crediting the Transaction to the account of the TrustPay.

4.1.3.7. After sending the payment notification, TrustPay guarantees to the Merchant crediting the funds to the Merchant's account in compliance with the above mentioned.

5. TrustCard

5.1. Introductory Provisions

The provisions of Article 5 of these GT&Cs are relevant only to Clients who have signed the Agreement and agreed to use the TrustCard service.

5.1.1. By signing the Agreement, including the optional TrustCard service, the Client requests TrustPay to activate the TrustCard service so that Buyers could use this service to make payments through the Client's Portal using the Payment Card without its physical presentation, and to settle/clear such payments under the Agreement.

5.1.2. Under the Agreement, TrustPay shall deliver the Integration Manual to the Client for the implementation and activation of the TrustCard service, and shall settle/clear TrustCard payments.

5.1.3. The Client undertakes to use the TrustCard service for purposes specified in the Agreement and to pay agreed fees to TrustPay in accordance with the Agreement.

5.1.4. The Client undertakes to use exclusively the TrustCard service provided by TrustPay for receiving payments made using Payment Cards, throughout the life of the Agreement.

5.1.5. The Client declares that he/she/it is aware that the exclusive operator of the TrustCard service is TrustPay. Under no circumstances is TrustPay deemed to be

the seller, buyer, agent, supplier or distributor of the ordered goods or services. Under no circumstances is TrustPay responsible for the supply, quality, safety or legality of products and services purchased using the TrustCard service.

5.2. TrustCard Operation

5.2.1. The Client undertakes to process payments made using Payment Cards in accordance with the Integration Manual of TrustPay, as well as the recommendations issued by TrustPay in regard to the processing of TrustCard payments.

5.2.2. The Client shall not be allowed to collect, and/or store in its information system, data on Payment Cards in any form, unless the Agreement explicitly stipulates otherwise. Violation of this provision shall be classified as gross violation of the Agreement.

5.2.3. If this provision is violated, TrustPay shall be entitled to impose the contractual penalty of EUR 250 for each Payment Card the particulars of which were collected and/or stored by the Client. This penalty shall be payable without any further instruction from the Client (account holder), and shall be debited from any of the Client's accounts maintained by TrustPay. This, however, shall not affect TrustPay's claim to compensation for damage in the amount that exceeds the contractual penalty.

5.2.4. The Client shall be liable for any damage incurred by the Payment Card Holder as a result of violation of the above clause.

5.2.5. The Client shall be entitled to use the service for the purposes agreed in the Agreement, on the Internet Portal specified in the Agreement. If the Client wishes to use the TrustCard service on another Portal and/or plans to change the type of the goods/services offered on its Portal, the Client shall be obliged to obtain the prior written consent of TrustPay. The Client shall not be allowed to lease or otherwise let the TrustCard service out to a third person.

5.2.6. The Client shall be obliged to ensure that no damage is caused by the incorrect use of the TrustCard service owing to fault on its side. In particular, the Client shall protect the Communication Channel (button) from being deleted, misused, or damaged during data transmission, and to keep it in good operating condition as it was installed on the Internet Portal. The Client shall not be allowed to move the Communication Channel or its components, after being installed on the Portal and put into operation, to another section of the Portal or to another trading spot, without the prior consent of TrustPay. The Client shall be obliged to ensure that this is not done by any other person. The Client undertakes to prevent the service from being accessed and misused by unauthorised persons.

5.2.7. The Client shall be liable for any damage sustained by TrustPay as a result of fraudulent activities, incorrect use or misuse of the TrustCard service, including damage caused by persons whom the Client allowed, or failed to prevent, access to the service /Communication Channel.

5.2.8. TrustPay shall be entitled to suspend the TrustCard service at any time, without prior notice.

5.2.9. The Client undertakes to not charge its customers a surcharge or any other fee for the use of the TrustCard service, nor to put the TrustCard service at a disadvantage against other payment methods.

5.2.10. TrustPay shall not be liable for outages caused by the Internet connection or power failures in the offices of the Client, TrustPay or its suppliers, nor for the damage caused to the Client.

5.2.11. When the TrustCard service is in operation, TrustPay shall be entitled to grant the Client access to the information systems belonging to TrustPay or to third parties. Access to these systems, Passive or Active, shall be enabled on the basis of the Client's Specimen Signature or otherwise. Access to these systems by Authorised Parties shall be governed by the GT&Cs applying to Authorised Persons. Access data to the systems shall be classified as the Authentication Data. Data stated in these systems are intended for informational purposes, only data specified in information systems belonging to TrustPay shall be considered as binding.

5.2.12. The Client's website shall not contain any information and data that contradict generally binding legal regulations of the Slovak Republic and/or regulations of the Card Companies.

5.2.13. The Client's Internet Portal shall contain, in particular, clear identification data, full description of offered goods and services, price, currency, the method of returning goods or money received, contact data, the method of delivering goods or providing services, the country in which the Client is registered, information on the protection and security of the personal data of Payment Card Holders.

5.3. General Provisions Pertaining to TrustCard Payments and the Client's Related Obligations

5.3.1. TrustCard payments can only be made using the type of Payment Cards determined by TrustPay.

5.4. Storage of Documents

5.4.1. The Client is obliged to ensure the archiving of all documents concerning card payments made using the TrustCard service for a period of thirteen (13) months from the date of issuance. The Client shall archive the documents in a safe place to which only the Client's Authorised Persons have access. Upon expiry of the archiving period, the Client shall ensure the shredding of the documents without undue delay.

5.4.2. If a case of unauthorised access to, or acquisition of, data on Transactions or Payment Card Holders comes to the Client's knowledge, the Client shall be obliged to inform TrustPay immediately. If the Client fails to do so, such conduct shall be classified as gross violation of the GT&Cs.

5.4.3. The Client shall not be entitled to request data on Payment Cards from TrustPay outside the TrustCard service.

5.5. Settlement of Payments and TrustPay's Related Rights

5.5.1. TrustPay shall ensure that processing and settlement of card payments made using the TrustCard service is in compliance with the conditions set out in the Agreement.

5.5.2. Authorised Transactions shall be credited to the Client's account at the intervals agreed in the Agreement. If payments are to be settled on a day which is not the Business Day, the funds shall be credited to the relevant accounts on the next Business Day.

5.6. Chargebacks of Payers about the Trust Card Service

5.6.1. The Client shall be obliged to accept Chargeback on goods and/or services. In the case of the Chargeback, the Client shall return the payment for the goods and/or services within the statutory time limit.

5.6.2. The Client undertakes to cooperate with the buyers when handling their Chargeback.

5.6.3. The Client undertakes to handle all Chargebacks made by TrustPay and Payment Card Holders.

5.6.4. If the Chargeback to goods or services purchased is filed by the Payment Card Holder, the Client shall not be allowed to reject the complaint on the grounds that the payment was made using the Payment Card. The Client shall not allowed to refund the payment for goods or services made using the Payment Card in cash. If the Payment Card Holder's complaint is accepted, the Client shall refund the money to the Payment Card from which the payment was made, in the form specified by TrustPay.

5.6.5. On the basis of a complaint about the card payment made using the TrustCard service filed by the bank that issued the Payment Card or on the basis of TrustPay's decision, TrustPay shall be entitled to request information from the Client about the Transaction, specifically:

    a) the buyer's name;

    b) designation of the goods or services ordered by the buyer (Payment Card Holder);

    c) date when the goods or services were ordered;

    d) date when the goods or services were dispatched;

    e) date when the goods or services were delivered (if available);

    f) the buyer's invoicing address;

    g) detailed specification of the goods or services ordered and additional data on the card payment;

The Client shall provide TrustPay with all the data requested in relation to the card payment within five (5) working days of the date of receipt of the request. If the Client fails to provide the requested data within five (5) days of the date of request, TrustPay shall be entitled to debit the amount of the card payment complained about from the Client's account immediately.

5.6.6. If the Chargeback on the card payment is received from the bank that issued the Payment Card, TrustPay shall be entitled to debit the amount of this payment from the Client's account immediately. If, however, the Chargeback is settled in favour of the Client, TrustPay shall return this amount to the Client without delay.

5.6.7. If there is not enough money on the Client's account for the coverage of the debit mentioned in the previous clause, TrustPay shall be entitled to collect the funds from any of the Client's accounts kept with TrustPay or from its receivables from TrustPay, or to collect the payment complained about through court proceedings; in this case, the Client shall be obliged to pay the costs of such proceedings.

5.6.8. TrustPay shall assess the justification of the Payment Card Holder's Chargebacks on the basis of the Agreement and these GT&Cs, the generally binding legal regulations, and the rules of the Card Companies, which shall have priority in this assessment.

5.6.9. If in any of the calendar months, the number of Chargebacks received from Payment Card Holders exceeds the permissible limit (determined by TrustPay), TrustPay shall be entitled to demand financial security from the Client, the amount and form of which shall be specified by TrustPay. The Client shall have fourteen (14) days from the request of TrustPay for the payment of financial security, otherwise TrustPay shall be entitled to terminate the Agreement with immediate effect.

5.6.10. TrustPay shall also be entitled to demand financial security in other cases, for example, when TrustPay assumes that the potential risk represented by the Client in terms of the potential number of Chargebacks requires such financial security.

5.6.11. TrustPay shall be entitled to retain the financial security throughout the life of the Agreement or, if the Agreement is terminated for any reason, for a period of six (6) calendar months from the date of termination, unless the Agreement stipulates otherwise.

6. Communication

6.1. Communication between TrustPay and the Client shall take place primarily through the Internet Banking, which is designed for the exchange of information between TrustPay and the Client. Disclosure of any information by TrustPay via the Internet Banking means that the relevant information is duly delivered to the Client and is effective. The contracting parties shall be entitled to use other additional forms of communication, too.

6.2. Communication between TrustPay and the Client is possible in the following forms:

    a) Internet Banking;

    b) Telephone;

    c) E-mail;

    d) Mail (post);

    e) Personally.

6.2.1. In the case of communication by telephone, the Client shall be verified on the basis of a password assigned ('Phonepass'). Verified communication by telephone is used in regard to:

    a) Authentication Data blocking;

    b) issuance of new Authentication Data for the existing Authorised Person.

6.2.2. E-mail communication is possible to addresses that are given on the website: www.trustpay.eu. Such communication is used only in regard to matters that are classified by TrustPay as safe.

6.2.3. E-mail message is considered delivered on the following Business Day.

6.2.4. In case of communication through the post, letters are delivered to the other party's address, which is given in the Agreement as amended. Letters are considered delivered on the third day after delivery of the notice saying that the letter cannot be delivered to the other party or that the letter was rejected or was not collected by the other party within the collection period, even if the addressee has no knowledge of the mail.

6.2.5. Communication by telephone enables a special form of communication between TrustPay and the Client and is available at times published on the public websites of TrustPay. The telephone number and the business hours are available on the website of the Internet Banking. After the Agreement is signed, the Client shall be given the Phonepass for communication by telephone. The Client undertakes to use this Phonepass to identify itself before starting to communicate by telephone.

6.2.6. TrustPay shall not be responsible for any mistake, inaccuracy or technical defect that is not caused by TrustPay.

6.2.7. The Client agrees that TrustPay will record, even without prior notice, any ongoing communication between TrustPay and the Client using any available technical means, and will archive all the records, as well as the copies of any information and documents that TrustPay will receive from the Client and third

parties. The Client agrees that TrustPay may at any time use this information for the purposes stated in the contractual conditions or for ensuring compliance with the contractual conditions.

7. Personal and Identification Data of the Client

7.1. Under the Act, TrustPay shall be obliged to identify its Clients throughout the life of the Agreement. Hence, the Client shall, at the request of TrustPay, provide any document that TrustPay considers necessary for the accurate identification of its Clients under the applicable generally binding regulations. These document may include, inter alia, the identification data of persons acting on behalf of the Client.

7.2. For the purpose of identifying payments under the Act, the Client shall give TrustPay its consent for being contacted with a request to explain certain transactions on its account if these transactions are considered risky or unusual by TrustPay. The Client's refusal to provide such information or the provision of insufficient information shall be deemed to be a gross violation of these GT&Cs.

7.3. The Client undertakes to provide TrustPay with any important and relevant information on its economic and legal standing or other important information concerning the Client (in particular information that a bankruptcy petition or restructuring proposal was filed, that bankruptcy or foreclosure proceedings were initiated, the Client is unable to pay its payables or is insolvent, the Client is in liquidation, a petition to dissolve the Client was filed, the Client's amalgamation, merger or demerger was decided, the Client was deprived of or limited in its legal capacity, etc.) as soon as the such information comes to the Client's knowledge even if the information is not yet effective.

7.4. The Client shall be obliged to provide to TrustPay in writing when concluding the Agreement as well as during the period when the Agreement is in effect, information if the Client cannot be regarded as Politically Exposed Person.

8. Offsetting Receivables

8.1. In relation to the Client, TrustPay shall be entitled to offset any of its receivables from the Client against any of the Client's receivables from TrustPay of the same type at any time without prior notice, regardless of whether they are due, statute-barred, contingent or non-contingent, regardless of the legal relationship they arise from and the time when they arise, as well as the receivables of TrustPay that cannot be claimed before a court.

8.2. In order to offset the receivables specified in the previous paragraph, TrustPay shall also be entitled to use the funds held on the Client's accounts regardless of whether the receivables arise in connection with the maintenance of the account or otherwise. The right of TrustPay to offset its receivables takes precedence over the execution of any instruction relating to the Client's Payment Account.

8.3. TrustPay shall also be entitled to offset receivables denominated in various currencies, even if these currencies are not freely convertible, at the exchange rate set by TrustPay for the date when the receivables are to be offset.

8.4. The Client shall be entitled to assign receivables due from TrustPay or to transfer payables arising from the Agreement to a third person or to handle these receivables or payables otherwise, including the creation of any security interest in such receivables, but only with the prior written consent of TrustPay.

8.5. The Client acknowledges that TrustPay is entitled to transfer its receivables from the Client to third persons at any time, even without the Client's content.

9. Liability for Damage

9.1. If the contractual conditions are violated by one of the parties, the aggrieved party shall be entitled to compensation for damage under Section 373 at seq. of the Commercial Code, unless the other party proves that the obligations have been violated in circumstances excluding liability (unless the Agreement or these GT&Cs stipulate expressly otherwise).

9.2. Circumstances excluding liability on TrustPay's side comprise the following events: civil unrest in various forms, fire, flood, terrorist attack, or hacker attack; power supply outage (full or partial); interruption, outage or disruption in computer system operation (hardware or software) or in communication services (including an unexpected EMC outage) on the side of the Client or third parties or by the Client or third parties; any technical breakdown on the side of the Client/Authorised Person in communication with TrustPay; any other extraordinary event, catastrophe, or extraordinary restrictions or instructions making it impossible to obtain the necessary permits in time, which directly or indirectly relate to the individual performances under the Agreement; or any other obstacle occurring independently of TrustPay's will and preventing TrustPay from discharging its obligations.

9.3. TrustPay shall not be liable for any damage sustained to the Client as a consequence of untrue, incomplete, incorrect or misleading information, instructions or documents provided by the Client (or an Authorised Person) to TrustPay in exercising its rights under the Agreement or failure to provide the required information, instructions or documents in time. The Client shall be fully responsible for the correctness, completeness and timeliness of any information, instructions or documents provided to TrustPay by the Client/Authorised Person.

9.4. TrustPay shall not be liable for any damage sustained to the Client as a consequence of not following control and security procedures stated in the Integration Manual while using Communication Channel or if instructions given by the Payer were not stated in the form described in the Integration Manual.

9.5. Under Section 725 of the Commercial Code, the Client declares/promises that it will compensate TrustPay for any damage resulting from the Client's/Authorised Person's conduct in contradiction with the contractual conditions or from negligence on the Client's side, in respect of its obligations, including the payment of any direct or indirect costs, expenses, penalties, fees or charges in connection with such damage, its prevention, and/or compensation for the damage so caused. The Client undertakes to pay compensation for the damage caused, lost profit, or costs incurred under the previous clause within thirty (30) days of the date of delivery of the damage/individual costs quantified in writing.

9.6. The amount of damages that TrustPay undertakes to pay to the Client in the event the contractual obligations are violated shall be limited to the amount of all fees and charges paid to TrustPay by the Client over the last twelve (12) months.

9.7. The imposition of contractual penalties under the provisions of the Agreement or these GT&Cs shall not affect the right of the aggrieved party to claim full compensation for damage.

10. Protection of Confidential Information

10.1. TrustPay and the Client are aware that they may provide Confidential Information to one another in connection with providing of Payment Services. The party receiving such Confidential Information undertakes to ensure, at least

at the level of professional care, concealment of such Confidential Information from any third party and to refrain from using such information for its own benefit. The obligation of the parties specified in this paragraph shall survive even the termination of the Agreement.

10.2. The parties undertake not to use Confidential Information for their own benefit and/or for the benefit of third parties, not to provide such information to third parties, and not to grant or allow access to such information to/by third parties, unless the Agreement or these GT&Cs stipulate otherwise.

10.3. The Client undertakes to keep strictly confidential any information concerning the Payment Card Holders, Payment Transactions performed through the Portal, and the contractual conditions throughout the life of the Agreement.

10.4. The Client agrees that TrustPay will provide Confidential Information in the necessary range to the following persons:

a) persons having an ownership interest in TrustPay;

b) persons in which an ownership interest is held by a person under paragraph (a) of this clause;

c) persons in which an ownership interest is held by TrustPay;

d) persons in which an ownership interest is held by a person under paragraph (c) of this clause;

e) persons in which an ownership interest is held by a person under paragraph (d) of this clause;

f) persons with which TrustPay cooperates in collecting receivables or to which TrustPay granted power of attorney to collect receivables from the Client;

g) persons to which TrustPay has assigned or intends to assign a receivable or its part due from the Client or persons to which TrustPay has transferred or intends to transfer a right or its part towards the Client;

h) persons which have assumed or intend to assume the Client's debt or its part to TrustPay, or which have acceded or intend to accede to the Client's liability towards TrustPay or its part;

i) persons with which TrustPay cooperates in performing or ensuring the performance of its activities or for which TrustPay performs agency activities (e.g. card companies, other banks or payment institutions);

j) recipients of Payment Transactions (Payment Service Providers) carried out under the Client's Transfer Order;

k) other persons in the event of emergency, which may result in damage sustained to TrustPay or to the Client.

10.5. TrustPay undertakes to ensure the protection of personal data of individual Payers and the handling of such data in accordance with Act No. 122/2013 Coll. on personal data protection as amended, to maintain confidentiality in respect of data on each Payer using the TrustPay Gateway service in accordance with the applicable legal regulations, and to ensure with due professional care that the data provided for payment transactions are coded in an appropriate manner. The Client acknowledges that information on individual Payers, if requested by state authorities, may be provided to such authorities in accordance with the applicable legal regulations, in particular Act No. 297/2008 Coll. on money laundering prevention or other laws, under the statutory information disclosure requirement or other obligation of TrustPay towards state authorities.

11. Rules of Complaints Procedure

11.1. In general, the Rules of Complaints Procedure govern the handling and settlement of claims by TrustPay and complaints received from Clients and the legal relationship between TrustPay and the Client in a complaint handling process concerning the correctness and quality of services provided by TrustPay to the Client. The Rules of Complaints Procedure may be issued by TrustPay as a separate guideline designed to inform Clients of their rights; formally, however, they are part of the GT&Cs.

11.2. Complaint means the exercise of the Client's right to verification of the correctness and quality of Payment System services provided by TrustPay for the Client or on the Client's instruction. Complaint is not a request received from a Client for the identification of a payment or of the Payer, nor a request for the return of a payment or other request of a non-dispute nature, the subject matter of which is not a request for verification of the correctness and quality of Payment Services provided by TrustPay.

11.3. TrustPay shall only accept complaints delivered through Internet Banking or by mail (post). A complaint is to be filed by an Authorised Person. A complaint is to be made as soon as the reason for complaint arises, but no later than six (6) months of the complaint event.

11.4. If a Client files a complaint, TrustPay shall send a note confirming receipt of the complaint within five (5) calendar days and shall send its standpoint in the matter within thirty (30) days.

11.5. If it is not possible to decide whether or not the complaint is justified (within the prescribed time limit), TrustPay shall be entitled to review the complaint within the scope of its powers, of which the Client is to be informed without delay. The time needed for the review of the complaint shall not be included in the time needed for decision-making in respect of the compliant (its justification). If TrustPay arrives at the conclusion that the complaint is unjustified, it shall immediately inform the Client of this fact.

11.6. After performing all the necessary acts within its competence in the interest of successful compliant settlement, TrustPay shall inform the Client immediately of the complaint procedure results and of the legal consequences arising for the Client from the settlement of the complaint.

11.7. The costs incurred in connection with the settlement of a complaint shall be borne by TrustPay. The costs related to the preparation and submission of a complaint, including its annexes, shall be borne by the Client.

11.8. In the case of an unjustified complaint, TrustPay shall be entitled to claim reimbursement from the Client for the actual costs incurred in connection with the settlement of such complaint (according to the valid Price List), after documenting the amount of complaint-related costs.

11.9. If there is a need for additional information in the complaint handling process, TrustPay shall be entitled to contact the Client by telephone or otherwise and request additional information in writing. If the Client does not provide the requested information in time, the complaint settlement period shall be prolonged by the Client's delay in providing the information, materials and documents needed for the proper settlement of the complaint.

12. Common and Final Provisions

12.1. Applicable Law and Jurisdiction

12.1.1. These GT&Cs have been drawn up in accordance with the law of the Slovak Republic. Relationships not covered by the GT&Cs are governed by the applicable legal regulations.

12.1.2. Disputes between the parties, if any, shall be heard and judged by a competent general court in the Slovak Republic.

12.2. Penalties and Fees

12.2.1. TrustPay shall charge fees for its standard services in accordance with the Price List and the Agreement. For non-standard services (that are not defined in these GT&Cs, nor in the Price List), TrustPay shall charge special fees set on a case by case basis, of which the Client shall be informed before he/she/it starts using these services.

12.2.2. If the Client is in delay with any payment under the Agreement or these GT&Cs, the Client shall be obliged to pay TrustPay a contractual penalty of 0.05% of the due amount for each commenced day of the delay.

12.3. Final Provisions

12.3.1. The relationships between TrustPay and the Client shall be governed by the Agreement, the GT&Cs, and the generally binding legal regulations of the Slovak Republic, in this order. The GT&Cs shall take precedence over the commercial practices, unless the parties agree in writing otherwise.

12.3.2. If there are more persons on the Client's side as parties to the contractual relationship between TrustPay and the Client, the obligations of the Client and such persons towards TrustPay shall be joint and several, unless these GT&Cs or the Agreement stipulate otherwise.

12.3.3. If any of the provisions of the Agreement or the GT&Cs is or may become invalid, ineffective, and/or unenforceable, this shall not affect the validity, effectiveness, and/or enforceability of other provisions of the Agreement or these GT&Cs. In such a case, TrustPay undertakes, upon contract with the Client, to replace such provision by a new provision, which will be as similar as possible in terms and content and purpose.

12.3.4. TrustPay shall be entitled to make changes in the GT&Cs at any time. TrustPay shall be obliged to inform the Client of such changes two (2) months before they enter into effect. The Client shall be informed in such a manner that the modified GT&Cs will be published on the public websites of TrustPay. If the Client does not expresses its disagreement with the proposed changes by the date of their coming into effect, TrustPay shall assume that the Client has accepted the changes. Before the date of coming into effect of the changes, the Client shall be entitled to terminate the Agreement immediately free of charge.

12.3.5. After the Agreement is concluded, TrustPay shall be entitled to use the Client's name, website address and logo on its websites, as well as in its corporate presentations.

12.3.6. By signing the Agreement, the Client will give its consent to TrustPay to collect and process its personal data and other information in accordance with Act No. 122/2013 Coll. on personal data protection as amended. This consent includes a right to process and gather information on the Client, to use such information for statistical purposes in relation to third persons in the range in which such information will be provided to TrustPay over the life of the Agreement. The Client will also give its consent to TrustPay to send commercial and promotional notifications concerning the provision of payment services and the Intenet Banking service through the EMC or in other forms. The Client agrees that the information supplied will be used for the above purposes in full range and will be processed by third persons authorised by TrustPay, even after the expiration of the Agreement.

12.3.7. By signing the Agreement and these GT&Cs, the Client declares that he/she/it is fully aware of the legal and other consequences resulting from the conscious acceptance of false, forger or illegally used Payment Cards, as well as from failure to comply with these GT&Cs, and will thus give its consent to the provision of any information on the Client to other banks on the basis of the above provisions.

12.3.8. With a notice of termination entering into effect, the Client shall loose its right to use the logos of TrustPay and the Card Companies on its Portal, and therefore it shall remove these logos from its Internet Portal without delay.

12.3.9. Any fees or other financial obligations incurred to the Parties in connection with the discharge of obligations under the Agreement and these GT&Cs shall be paid by each party separately as they incur to them, unless the parties agree otherwise.

12.3.10. These GT&Cs shall become valid and effective on September 1st 2015 and they will fully replace the previously issued GT&Cs of TrustPay.