



TERMS AND CONDITIONS FOR ACQUIRING SERVICES

1. General provisions

- 1.1. The Terms and Conditions for Acquiring Services (**'Agreement'**) are an integral part of the General Terms and Conditions and determines and regulates mutual legal relations of the Parties, for the acceptance of payment cards for the goods and services in Merchants E-shop and the settlement procedure between Walletto and the Merchant for performed Transactions.
- 1.2. The Agreement is considered to be concluded from the moment when Walletto opens and activates Account for the Merchant and is effective until business relationship of the Parties is terminated. After the conclusion of this Agreement, if the Merchant was a natural client who used Walletto's services as a consumer, the Merchant shall no longer be considered a consumer.
- 1.3. In addition to this Agreement, other agreements concluded between the Parties may apply, including but not limited to additional Commission fees, Tariffs.
- 1.4. The Merchant agrees and accepts that Walletto has the exclusive right to refuse the Merchant to use Payment Methods in accordance with its internal procedures.
- 1.5. The Parties agree that special provision in a form of an annex may apply to this Agreement.

2. Definitions

2.1. The following definitions are used:

- 2.1.1. **Authorization** – established procedure for receiving of the Issuing bank's permission to perform the Transaction. Authorization shall be performed according to the requests received by Walletto from the Merchant in electronic form, and their authenticity shall be verified with the help of the digital certificate;
- 2.1.2. **Business Day** – any day other than a Saturday or a Sunday;
- 2.1.3. **Card** – Visa, Visa Electron, MasterCard or Maestro payment card, used for carrying out the Transactions;
- 2.1.4. **Cardholder** – natural person or legal entity, making payments for goods or services offered by the Merchant in the E-shop, using the Cards;
- 2.1.5. **Chargeback** – Issuing bank's claim against the Merchant, challenging the Transaction according to the provisions of International Card Organization rules;
- 2.1.6. **Confidential Information** – any information disclosed by one Party to another that is designated as "confidential" or by its nature should be regarded as confidential;
- 2.1.7. **Commission Fees** – fee charged by Walletto for a payment operation and/ or related services, including but not limited to fees publicly available at <https://walletto.eu/pricing>;
- 2.1.8. **Customer Due Diligence** – performed actions to help assess the risk profile;
- 2.1.9. **E-shop** – an electronic venue, where the Merchant offers or advertises goods or services and intends to accept payments for them;
- 2.1.10. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
- 2.1.11. **International Card Organization** – international payment card organizations VISA International, MasterCard International;
- 2.1.12. **KYC Questionnaire** – a questionnaire, containing detailed information on the Merchant, its E-shop, type of goods or services, types of serviced Cards. It is an integral part of this Agreement.
- 2.1.13. **Merchant** – a business client (natural or legal person) of Walletto, who/which sells goods / services and receives payments for such goods / services;
- 2.1.14. **Party or Parties** – Walletto or the Merchant; Walletto and the Merchant as the context permits;

- 2.1.15. **Payment Method** – options for the Payer to pay for goods / services offered by the Merchant to the Payer;
 - 2.1.16. **PCI DSS** – Payment Card Industry Data Security Standard – requirements to promote security management of payment accounts, developed by PCI Security Standards Council, intended to help protect Merchant account data in global merge;
 - 2.1.17. **Report** – monthly report, provided by Walleto to the Merchant on the Transactions, made in the Merchant’s E – shop (-s) in the previous calendar month;
 - 2.1.18. **Sensitive Payment Data** – data, including personalised security credentials which can be used to carry out fraud;
 - 2.1.19. **Rolling Reserve / Security Deposit** – a percentage or volume of Merchant's turnover or Funds held by Walleto which are used by Walleto for covering Commission Fees, ensure consumer protection or any related International Card Organization penalties, which occur due to Merchant violation of International Card Organization rules;
 - 2.1.20. **Software** – PCI DSS certified software for sending the Transaction authorization request and the Transaction Data to Walleto;
 - 2.1.21. **Tariffs** – a list of fees that are verified by Walleto and are valid in the day, when Walleto’s operations are completed;
 - 2.1.22. **Transaction** – financial activity, connected with payment for goods or services, using the Card;
 - 2.1.23. **Transaction Data** – information on the Transaction, the Card used for the Transaction and the Cardholder’s identification.
- 2.2. Other terms and acronyms shall have the same meaning as defined in the General Terms and Conditions.

3. **Rights and obligations of the Merchant**

- 3.1. The Merchant is obliged:
- 3.1.1. to ensure compliance of its E-shop to the requirements of International Card Organization;
 - 3.1.2. to respond to requests from Walleto, International Card Organizations and other supervisory or law enforcement institutions, and produce necessary and requested of documentation, reports, and data;
 - 3.1.3. to ensure that all sales and all transactions for the products/services sold, are legal under the applicable laws and this Agreement.
 - 3.1.4. to accept under this Agreement, the Card as payment means only for such goods and services, which correspond to the type of business activities indicated in the KYC Questionnaire. Merchant must submit to Walleto records of valid Transactions only between the Merchant and a Cardholder;
 - 3.1.5. to pay Commission Fees, including but not limited to Commission Fees publicly available at <https://walleto.eu/pricing> or established under other special provisions;
 - 3.1.6. to use the Software for accepting the Cards in the E-shop;
 - 3.1.7. to use Merchant Account in Walleto only for purposes which are in line with the Agreement;
 - 3.1.8. if the Merchant does not duly deliver their goods and/or services, to return to the Cardholder the amount of the Transaction, either fully or partially, as provided for by the Merchant’s rules of cancellation of the Transaction;
 - 3.1.9. immediately, but not later than within 5 (five) Business Days, to inform Walleto in writing on changes of:
 - 3.1.9.1. its legal details;

- 3.1.9.2. information contained in the KYC Questionnaire, connected with legal status of the Merchant, type or industry of its business activities;
 - 3.1.9.3. authorized signatories; and
 - 3.1.9.4. other information, which can significantly affect proper fulfilment of this Agreement.
 - 3.1.10. in respect of each Merchant's E-shop and in accordance with the KYC Questionnaire, Merchant shall prepare a description of its E-Shop;
 - 3.1.11. to undergo regular certification of PCI DSS and no later than within 10 Business Days after receiving Walleto's request, submit to Walleto copy of valid PCI DSS certificate. The Merchant shall avoid a situation where the contractual obligations are performed without a valid certificate of PCI DSS (this clause does not apply if the Merchant uses solutions provided by Walleto in the context of the PCI DSS certification);
 - 3.1.12. to the appropriate extent, to acquaint its employees responsible for the execution of this Agreement with the provisions of the Agreement, International Card Organization regulations and amendments thereto;
 - 3.1.13. to provide Walleto with as much assistance as possible in resolving the Cardholders' disputes arisen from the Transactions in the E-shop, to the extent that this is necessary in the opinion of Walleto;
 - 3.1.14. to inform Walleto of any established or suspected cases of fraud initiated with the Cards on Merchants E-shop;
 - 3.1.15. to accept all valid, duly authenticated Cards as cashless payment means for goods and/or services according to the prices, which the Merchant indicates in euro (EUR).
 - 3.1.16. upon request, to provide Walleto with documentary evidence (attestation of compliance) of third-party service provider's, if any, PCI DSS compliance;
 - 3.1.17. upon request, to undertake a PCI Forensic Investigation in the event of a Sensitive Payment Data compromise.
- 3.2. The Merchant is additionally bound:
- 3.2.1. in respect, whereof the Chargebacks were received in compliance with the regulations of the International Card Organizations, if Merchant doesn't have enough Funds in Walleto Accounts to cover the liabilities, to credit Merchant's Walleto Account with the required amount no later than in one Bank day;
 - 3.2.2. within 7 (seven) Business Days upon receipt of Walleto's request to send copies of the requested documents confirming the Transaction either by fax, electronic mail, and/or by registered mail or in any other mutually agreed means. If the Merchant is not able to send or submit the copies of the documents confirming the Transaction within 7 (seven) Business Days, the Merchant should inform Walleto about it in writing, indicating the date of sending of the information or the reason for failure to submit the information;
 - 3.2.3. to observe Walleto's regulations, International Card Organization regulations and the provisions of this Agreement. This obligation also concerns the regulations, instructions and directions on acceptance of the Cards, adopted or approved after conclusion of the Agreement. Walleto undertakes to inform the Merchant on adoption or approval of such regulations and instructions at least 30 Business Days in advance;
 - 3.2.4. within 10 (ten) Business Days upon receipt of a respective invoice from Walleto to pay to Walleto the amount of the Transactions, in respect whereof the Chargeback's were received in compliance with the regulations of the International Card Organizations and/or in respect whereof the Merchant has not submitted the copies of information confirming the Transaction according to clause 3.2.1 of the Agreement within the time, mentioned in the request for the copies of the documents confirming the Transaction, if in the Merchant' Accounts at Walleto are not enough Funds, to fulfil the obligations stated in clause 4.3.1;

- 3.2.5. to pay to Walleto all accrued fees according to Walleto's Tariffs in force on the relevant commission adoption day;
- 3.3. In events described in clause 3.1 and 3.2 if the Merchant fails to ensure their obligations and provide information in due time, the Merchant shall be responsible for all consequences, arisen from such failures.
- 3.4. The Merchant has no right:
- 3.4.1. to set an extra charge for settlements with the Card, unless it is stipulated by legislative acts and Walleto has approved such extra charge in accordance with the regulations of the International Cards Organizations. If an extra charge is stipulated by the legislative acts, it should be included in the amount of the Transaction and may not be collected separately;
 - 3.4.2. to set minimal amounts of the Transactions, provided that nothing in this subsection shall limit Merchant right and possibility to establish any pricing and payment policy for goods and services in Merchant's E-shop upon Merchant's sole discretion;
 - 3.4.3. to accept the Card for payment in order to cover or refinance any other existing liability than provided for in clause 3.1.4 of this Agreement;
 - 3.4.4. to issue cash in the scope of the Transaction;
 - 3.4.5. in the scope of the Transaction to issue a commercial cheque, a bill of exchange or other document, which could be used for further settlements;
 - 3.4.6. to divide the Transaction into several smaller parts to override or evade transaction monitoring requirements, provided that nothing in this subsection shall limit Merchants right and possibility to establish any pricing and payment policy for goods and services in Merchant's E-shop upon Merchant's sole discretion;
 - 3.4.7. to collect, store or disclose to third-parties the Sensitive Payment Data including, full Card number, term of validity, or CVC/CVV value. This obligation of the Merchant has no time limit;
 - 3.4.8. to accept the Card as payment means for commercial activities performed by third-parties, except for Merchant's affiliated entities approved by Walleto;
 - 3.4.9. to issue electronic money (according to definition of Directive 2009/110/EC) as a result of the Transaction;
 - 3.4.10. without processing of the Transaction's data to use full Card number, term of validity and CVC/CVV value for other purposes in the process of the Transaction, and also before and after performing of the Transaction;
 - 3.4.11. Merchant must not submit to Walleto a Transaction that the Merchant knows to be fraudulent or not authorized by the Cardholder. For purposes of this Agreement, Merchant is deemed to be responsible for the conduct of its employees, agents and representatives;
 - 3.4.12. to disclose to third-parties any information that has become known to it in connection with the execution of this Agreement unless it is required for the purposes of antifraud verification or other purposes with respect to performance of the Transactions.

4. Rights and obligations of Walleto

- 4.1. Walleto is obliged to ensure the Authorization of the Transactions and transfer of the amounts of the Transactions to the Merchant after the deduction of applicable Commission Fees or Tariffs.
- 4.2. Walleto undertakes to perform:
- 4.2.1. servicing of the Cards; accepting payments with VISA and MasterCard cards through Walleto secure gateway;
 - 4.2.2. processing of the Transactions; to process Transaction to International Card Organizations;

- 4.2.3. settlements for arranging of the Transactions; to receive settlements from International Card Organizations and make settlement to Merchant Account regarding terms of Agreement;
- 4.2.4. processing of the Chargebacks.
- 4.3. Walletto has the right:
- 4.3.1. to charge from any Merchant's Account in Walletto the amounts of the Transactions, in respect whereof the Chargebacks are applied in accordance with the regulations of the International Card Organizations and this Agreement. If the Merchant does not have an Account in Walletto or there is not enough Funds in the Account, Walletto has the right to issue an invoice, which the Merchant undertakes to pay within the term stated in clause 3.2.4 of the Agreement;
- 4.3.2. to refuse the Merchant to pay for the Transactions, if the Merchant without any justifiable reason refuses to provide the Transaction Data according to clause 3.2.2 of this Agreement;
- 4.3.3. to refuse the Merchant to pay for the Transaction, if the Merchant for more than 2 (two) Business Days does not send the Transaction Data to the Walletto system. Accumulated amount, included but not limited available Funds, Rolling Reserve / Security Deposit, etc., should be settled not earlier than 180 days from the date of the last transaction. From previous mentioned Funds Walletto will deduct any amounts related to serving of Merchant Account processing of Cardholder claims, refunds, Chargebacks, including all fees and commissions of such processing and/or penalties levied by International Card Organizations upon Walletto as a result of Merchant activities, if received;
- 4.3.4. On Merchant's request, to provide a Report on the Transactions, performed in the Merchant's E-shop for the previous calendar month. Walletto has the right to deny such request if provision of such Report is unavailable;
- 4.3.5. Upon giving a prior written notice in 10 Business Days Walletto may withhold from the amounts to be settled with the Merchant under Section 5 of this Agreement, the following amounts:
- 4.3.5.1. any penalties to Walletto which are levied by International Card Organizations or other Regulatory organization;
- 4.3.5.2. any other expenses related to the providing of services, if such expenses are connected with Transactions acceptance in Merchants E-shop;
- 4.3.5.3. any other amounts to which the Merchant provides prior written consent.
- 4.3.6. Walletto has the right to unilaterally amend Walletto's Tariffs with notice in written at least 30 Business Days in advance, except for those Tariffs and fees for services that are indicated in special provision to this Agreement or in any other annexes, addendums or amendments to this Agreement. Tariffs and Commission Fees for services that are indicated in special provisions to this Agreement or in any other annexes, addendums or amendments to this Agreement may be changed only upon written consent of the Merchant.
- 4.4. Walletto has no right:
- 4.4.1. to store and disclose to third-parties the Sensitive Payment Data (Full Card number, term of validity, CVC/CVV value), as well as any other information, regarding servicing of the Cards and the Card holders and processing the Transactions, with exception of cases described in the applicable law. This obligation of Walletto has no time limit;
- 4.4.2. without processing of the Transaction's data to use the Card's data for other purposes in the process of the Transaction, and also before and after performing of the Transaction;
- 4.4.3. to disclose to third-parties any information that has become known to it in connection with the execution of this Agreement.

5. Settlement procedure

- 5.1. Walleto undertakes to ensure transfer of the amount of the Transaction for the Transactions performed in the Merchant's E-shop, according to the clauses 4.3.1-4.3.3 of the Agreement.
- 5.2. All payments made in favour of the Merchant under the terms of this Agreement, shall be transferred to the Merchant Account.
- 5.3. Walleto undertakes to transfer to the respective Merchant's bank Account determined in this Agreement, the amounts, corresponding to the Transactions performed by the respective Merchant, withholding Commission Fees due to Walleto.
- 5.4. The Merchant undertakes:
 - 5.4.1. not to pay cash to the Cardholder as a means of refunding a Transaction;
 - 5.4.2. in case of not duly delivered goods and/or services, upon receipt of respective information from the Cardholder, to return to the Cardholder the amount of the Transaction, either fully or partially, as provided for by the Merchant's rules of cancellation of the Transaction.
- 5.5. The Merchant shall authorize Walleto without any additional approval or authorization, to deduct the amounts, related to processing of the Complaints related to the Chargebacks and penalties from International Card Organization, i. e., by debiting the Merchant for the amounts of respective Complaints, as well as for Commission Fees for processing of the Complaints.
- 5.6. If the Merchant wishes to challenge the received Complaint, then all expenses, arisen due to consideration of the dispute, including Commission Fees for processing of the Complaints, for processing of the challenged Complaint and possible arbitration costs, shall be paid by the Merchant.
- 5.7. If it is impossible to debit the required amount from the Merchant's Accounts in Walleto, the Merchant undertakes to pay the invoice for the aforementioned expenses within no more than 10 (ten) Business Days after receipt of the respective invoice.
- 5.8. In case of violation of International Card Organization regulations, Walleto has the right to charge all penalties levied by International Card Organization connected with such violation and other Walleto's expenses connected with the Merchant's violations.
- 5.9. By signing the Agreement, the Merchant acknowledges that the activities of the Merchant are legal, meets and will meet in duration of the Agreement the requirements of Merchant's residence countries legislation, and International Card Organization rules.

6. Liabilities of the Parties

- 6.1. The Merchant shall cover losses, which arise:
 - 6.1.1. as a result of the Merchant's mistake when accepting the Cards, when performing the Transactions, when sending erroneous data on the Transactions;
 - 6.1.2. if the Merchant violates International Card Organization regulations, including, but not limited to, those concerning the Chargebacks and the amount of fraudulent Transactions, and processing of the Transactions, as well as other losses, inflicted upon Walleto, if International Card Organization levies a penalty due to the Merchant's Transactions;
 - 6.1.3. if the Merchant discloses to third-party the Sensitive Payment Data, or in any other unfair way uses the information received under this Agreement;
 - 6.1.4. if the Merchant or its authorized representative violates the provisions of this Agreement;
 - 6.1.5. if Walleto requests the Merchant to prevent any breach of the Agreement or International Card Organization rules, the Merchant undertakes to prevent such breach of the Agreement or International Card Organization rules within 3 days after receiving of Walleto's notice.

6.2. If the Merchant violates International Card Organization rules and as a result of such rules violation International Card Organization imposes any penalty sanctions against Walleto, the Merchant undertakes to reimburse to Walleto amount of International Card Organization penalty sanctions in full amount and pay all Walleto's direct proved expenses related to violations. Merchant undertakes to provide such reimbursement within 10 (ten) Business Days after receiving of Walleto's notice.

6.3. Walleto shall not be responsible for losses, inflicted upon the Merchant or third-parties due to acts or omission of Parties contractors, banks or any other third-parties.

6.4. Walleto shall not be responsible for losses, inflicted upon the Merchant due to withholding or detention of transfer of the amounts of the Transactions in accordance with the provisions of this Agreement.

7. Breach of the Agreement and International Card Organization Rules

7.1. Merchant has the obligation to ensure compliance with International Card Organization Rules.

7.2. If the Merchant does not comply with their obligations, Walleto, as a penalty shall withdraw from any current Account of the Merchant or from the other Accounts containing the Merchants receivable Funds. Penalty shall be calculated in accordance with the procedure established in Section 7 based on class violation.

7.3. Class A violation shall be understood as Merchant activity in:

- 7.3.1. illegal pharma sales;
- 7.3.2. child pornography, bestiality;
- 7.3.3. tobacco;
- 7.3.4. gambling;
- 7.3.5. rape/hate/violence;
- 7.3.6. third-party processing or aggregation.

7.4. If the Merchant breaches the International Card Organization Rules or any violations of Class A, Walleto has the right, with notice in written at least 5 Business Days in advance, provide the following actions:

7.4.1. Withdraw from any current Account of the Merchant or from the other Accounts containing the Merchants receivable Funds in Walleto a penalty in amount of EUR 1000 (one thousand euro) for each day from the date of Agreement conclusion till the day of detection of Class A violation;

7.4.2. Withdraw from any current Account of the Merchant or from the other Accounts containing the Merchant receivable Funds in Walleto all International Card Organization penalties applied to the violation of the International Card Organization rules;

7.4.3. Block any Funds in the current Accounts of the Merchant in Walleto or in the other Accounts containing the Merchants receivable Funds, until the violation stated in clause 7.4 is avoided, as well as the penalty, stated in clause 7.4.1 and all International Card Organization penalties are paid to Walleto;

7.4.4. Terminate the Agreement with immediate effect.

7.5. Class B violation shall be understood as all violations of Agreement and International Card Organization rules which are not described as Class A or Class C violations.

7.6. If the Merchant breaches the International Card Organization rules or any violations of Class B, Walleto has the right, with notice in written at least 5 Business Days in advance, provide the following actions:

7.6.1. Withdraw from any current Account of the Merchant or from the other Accounts containing the Merchant receivable Funds in Walleto a penalty in amount of EUR 500 (five

hundred euro) for each day from the date of Agreement conclusion till the day of detection of the Class B violation;

7.6.2. Withdraw from any current Account of the Merchant or from the other Accounts containing the Merchant receivable Funds in Walleto all International Card Organization penalties.

7.7. Class C violation shall be understood as non-compliance with the following requirements of the information mentioned on E-shop:

7.7.1. availability of the web-site;

7.7.2. availability of the certificate (if applicable);

7.7.3. name and address of the company and representation office;

7.7.4. description of the goods or services offered for sale (including sizes and image);

7.7.5. International Card Organization logos;

7.7.6. description of Payment Methods, including currency of transaction;

7.7.7. Merchant service contact, including mail address or phone number; return/refund policy; delivery policy – delivery methods and timing; consumer data privacy policy (privacy statements);

7.7.8. Security capabilities and policy for transmission of payment card details (statement on security controls);

7.7.9. copyrights to webpage;

7.7.10. A "click to accept" button, or other acknowledgement, on its web-site evidencing that the Cardholder has accepted the return/refund policy;

7.7.11. display its purchase terms and conditions to the Cardholder during the order process.

7.8. If the Merchant breaches the International Card Organization rules or any violations of Class C, Walleto has the right, with notice in written at least 5 Business Days in advance, provide the following actions:

7.8.1. Withdraw from any current Account of the Merchant or from the other Accounts containing the Merchants receivable Funds in Walleto a penalty in amount of EUR 100 (one hundred euro) for each day of Class C violation, which are allowed by Merchant;

7.8.2. Withdraw from any current Account of the Merchant or from the other Accounts containing the Merchants receivable Funds in Walleto all International Card Organization penalties applied to the violation of the International Card Organization rules.

7.9. In conjunction with the penalties stated in this Section 7, the Merchant acknowledges that in case of the Merchant's failure to follow their contractual obligations, Walleto also incurs administrative costs and suffers substantial injury to its reputation and standing with the International Card Organization. Therefore, Walleto shall have the absolute right (which shall not be questioned or challenged by the Merchant) to issue a separate invoice which is to be paid by the Merchant within no more than 10 (ten) Business Days after receipt of the invoice. The amount of this fine shall be:

7.9.1. Proportionate to the Merchant's breach of the International Card Organization Rules and the Agreement;

7.9.2. Aligned with fair business practices;

7.9.3. Justified in order to protect the legitimate interest of Walleto.

8. Walleto's remedies

8.1. Walleto shall indemnify Merchant and cover Merchant's losses, which arise:

8.1.1. as a result of the Walleto's mistake when servicing the Cards, when processing the Transactions;

8.1.2. if Walleto discloses to third-party the data on the Card, or in any other unfair way uses the information received under this Agreement;

8.1.3. if Walleto has not stored the Transaction Data according to the applicable rules and regulations;

8.1.4. if Walleto or its authorized representative violates the provisions of this Agreement.

8.2. If Walleto fails to perform its obligations to timely transfer the amount of the Transaction to the Merchant, Walleto shall pay to the Merchant a late fee equal to 0,1% per day from the outstanding amount for each day of delay.

9. Confidentiality and Data protection

9.1. All and any Confidential Information connected with the Agreement and/or fulfilment thereof, which is not publicly available, is confidential and can be disclosed to third-parties only upon written consent of the other Party, except for cases, when obligation to disclose such information to third-parties is stipulated by the applicable legislation.

9.2. Confidential Information includes but is not limited to:

9.2.1. terms and conditions set in the Agreement;

9.2.2. financial information (e.g. Party's income, prices, price determination methods etc.);

9.2.3. information about the customers;

9.2.4. information about the cooperation partners;

9.2.5. marketing information;

9.3. Clause 9.1 shall be valid during the whole period of validity of the Agreement and also upon termination of this Agreement for indefinite period. For the purposes of this Agreement third-parties shall not include the organizations, which are authorized by Walleto to perform processing of the Card Transactions and affiliated persons of the Merchant.

9.4. Walleto shall collect, store and process the personal data in accordance with the approved Privacy Policy publicly available on Walleto's website.

9.5. Parties shall comply with GDPR at all time and in case of violation shall cover losses, which arise from such violations of GDPR.

10. Refunds regarding fraudulent Transaction

10.1. If Walleto detects fraudulent Transaction, Walleto may refund it to the Cardholder by from the moment fraudulent Transaction took place.

10.2. Walleto shall have the right to refund to the Cardholder the amount of any suspicious Transaction.

10.3. In events described in clauses 10.1-10.2 Walleto's decision shall be final, and no negotiations shall be possible.

10.4. If the total of amounts refundable exceeds the agreed percentage of Transactions, the Merchant shall be obliged to provide a written explanation clarifying the reasons for the exceedance of this ratio of amounts refundable.

10.5. The Merchant undertakes to reimburse Walleto for losses and any other costs related to the refunding of any Transactions.

10.6. In cases of fraudulent Transaction detected by the Merchant, Merchant shall contact Walleto immediately;

11. Prevention of money laundering or terrorist financing

11.1. Walleto as a service provider is subject to the laws of the Republic of Lithuania and the European Union and is required to take certain Customer Due Diligence measures for preventing the use of financial systems for the purpose of money laundering or terrorist financing.

11.2. Walleto is obliged to verify the identity of the Merchant's customer and of the Merchant's beneficial owners.

11.3. The Merchant shall provide Walleto the information, documentation etc. necessary for Walleto to comply with its due diligence obligations and shall in good faith cooperate with Walleto in that respect.

12. Risk assessment and audits

12.1. Walleto reserves the right to perform a risk assessment of the Merchant at any time, including by requesting the disclosure of financial statements or any other type of information require in order to perform a proper assessment and revalue the risk profile of the Merchant.

12.2. As part of ongoing risk assessment, Walleto reserves the right to conduct annual or incident based audits of the Merchant. During these audits the Merchant ensures all necessary access and covers all costs arising in regard to the audit.

13. Amendments and Termination

13.1. The Agreement may be amended by mutual written agreement of the Parties. Any amendments constitute an annex to this Agreement and become an integral part thereof.

13.2. Walleto shall have the right, upon 30 (thirty) Business Days' prior written notice to the Merchant, to unilaterally change the provisions of this Agreement, as well as to stop ensuring the transfer of the amount of the Transaction to the Merchant, if there are violations at acceptance of the Cards.

13.3. Unless otherwise specified in this Agreement, termination process of the Agreement shall be performed in accordance with Section 10 of the General Terms and Conditions.

13.4. Additionally, Walleto has the right to unilaterally withdraw from the Agreement and/or stop the activity of any E-shop of the Merchant with immediate effect, having notified about it the Merchant, if it establishes that:

- 13.4.1. the Merchant has provided incorrect information;
- 13.4.2. if Walleto has not been informed about changes in the Merchant's legal details or any other information stated in the Agreement;
- 13.4.3. the Merchant does not comply with the requirements or recommendations of the International Card Organizations or breaches any provision of Agreement;
- 13.4.4. the Merchant has been declared insolvent;
- 13.4.5. Accounts of the Merchants are seized by the relevant government institutions;
- 13.4.6. the Merchant is engaged in the illegal activities, undermining prestige of Walleto or the International Card Organizations;
- 13.4.7. the Merchant is engaged in fraudulent and unlawful transactions.

14. Final provisions

14.1. Amendments to the terms and conditions of the International Card Organizations shall be the basis for Walleto's refusal to fulfil the Agreement fully or partially.

14.2. If any clause of the Agreement becomes invalid or impracticable according to applicable legislative acts, it will not affect fulfilment of other clauses of this Agreement.

14.3. This Agreement shall be deemed to have been executed in, and shall be exclusively governed by and interpreted in accordance with Lithuanian law. All disputes arising in connection with the Agreement and which cannot be resolved by parties' negotiation during 30 Business Days shall be referred to the courts of the Republic of Lithuania.

