

# RBK Money Merchant Terms and Conditions

## Merchant Terms and Conditions for Payment Card and E-Wallet Acquiring Services

V4 – 27 August 2015

### 1. Definitions

**“Application”** means a written or electronic application by you to us including a statement of your financial condition, a description of the characteristics of your business or organisation, and related information you have previously or concurrently submitted to us, including credit and financial information, to induce us to enter into this Agreement with you and that has induced us to process your Transactions under this Agreement.

**“Card”** means any payment card or virtual payment card issued to a Cardholder by or on behalf of a member of a Card Scheme.

**“Cardholder”** is the person or entity to whom a Card is issued or who is otherwise authorised to use a Card; in the context of the purchase of goods or services, the term Cardholder shall be deemed to include a reference to the customer purchasing the goods or services, if different from the Cardholder.

**“Card Issuer”** is the person or entity issuing a Card to a Cardholder under the relevant Card Scheme Rules and as a member of the relevant Card Scheme.

**“Card Scheme”** means any payment card scheme, including but not limited to VISA, MasterCard®, Discover and American Express®.

**“Card Scheme Rules”** means any set of bylaws, rules, regulations and policies set by any Card Scheme from time to time.

**“Card Transaction”** is a payment transaction between you and a Cardholder using a Card for the purchase of goods or services or the return or refund of such purchase.

**“Chargeback”** is a reversal of a Transaction or E-Wallet Payment you previously presented to us pursuant to this Agreement and the relevant Card Scheme Rules or E-Wallet Rules.

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

**“E-Wallet”** means an electronic money account, electronic money voucher or other prepaid or stored value account used in connection with payment services.

**“E-Wallet Payment”** means a payment or other transaction (such as refunds or reversals) using an E-Wallet, regardless of whether such E-Wallet is prefunded or instantly funded using another payment instrument linked to the E-Wallet.

**“E-Wallet Provider”** means the provider of E-Wallets and related payment services.

**“E-Wallet Rules”** means the rules and procedures governing the making and accepting of E-Wallet Payments as stipulated by the relevant E-Wallet Provider, including but not limited to payment agreements between an E-Wallet Provider and intermediary payment service providers and/or us.

**“E-Wallet User”** is the person or entity holding and authorised to use an E-Wallet; in the context of the purchase of goods or services, the term E-Wallet User shall be deemed to include a

reference to the customer purchasing the goods or services, if different from the E-Wallet User.

**“LIBOR”** is the London Interbank Offered Rate interest rate set by the British Bankers’ Association.

**“Merchant”, “you” or “your”** means the individual or entity entering into this Agreement with us.

**“Merchant Payment Account”** means the payment account held by you with us.

**“Merchant Payment Account Balance”** is the balance held in your Merchant Payment Account at any given time.

**“Merchant Portal”** means the website interface providing the Merchant with Transaction Data;

**“Payment Gateway Interface”** means the IT technology provided to you by us in order to accept and process payments;

**“Payment Marks”** means any trademark, brand, emblem, design, display or logo (whether registered or not) owned by or licensed to a Card Scheme or E-Wallet Provider.

**“RBK”, “we”, “our”, or “us”** means Direct Payment Ltd trading as RBK Money, with registered office at Davenport House, 16 Pepper Street, E14 9RP London, UK.

**“Reporting period”** means a period of 7 (seven) calendar days starting at 00:00 of the Monday thereof and ending at 23:59 of the Sunday. The initial Reporting Period commences on the date hereof.

**“Retrieval Request”** is a request for information by a Cardholder, Card Scheme or member of a Card Scheme, or by an E-Wallet User or E-Wallet Provider, relating to a claim or complaint concerning a Transaction.

**“Settled Transaction”** is a Transaction the value of which has been settled by us to you.

**“Submitted Transaction”** is a Transaction submitted by us to a Card Scheme for settlement.

**“Transaction”** means a Card Transaction or E-Wallet Payment, as the case may be.

**“Transaction Data”** is the written or electronic record of a Transaction, including but not limited to an authorisation code or settlement record.

### 2. Scope

- 2.1. These Merchant Terms and Conditions for Payment Card and E-Wallet Acquiring Services apply to the payment card acquiring services and/or E-Wallet transaction acquiring services (the “Merchant Terms” or, together with the Cover Pages and any other contractual documentation, the “Agreement”) provided by us to you and form an integral part of the Agreement between you and us.
- 2.2. In case of any conflict between these Merchant Terms and any provisions agreed between the parties on the Cover Pages, the provisions of the Cover Pages shall take precedence insofar as this is necessary for the resolution of such conflict.
- 2.3. You may not use our services if you are residing in any of the following countries: Afghanistan, Cuba, Iran, Myanmar, Nigeria, North Korea, North Sudan, Somalia, South Sudan,

Syria or Yemen. This list is not exhaustive and we may in our sole discretion decide to discontinue or restrict our services in other countries at any time and without prior notice.

### 3. Our Services

- 3.1. Under the terms of this Agreement, we are to provide the following services:
  - 3.1.1. processing services
  - 3.1.2. settlement services
  - 3.1.3. chargeback management
  - 3.1.4. payment gateway services
- 3.2. We shall provide the services with due skill and care.
- 3.3. Other services may be provided to you under separate service terms agreed with you from time to time.

### 4. Payment Gateway Interface

- 4.1. You shall install or host the Payment Gateway Interface on your website in accordance with the installation instructions or other communication given to you by us in relation to the Payment Gateway Interface.
- 4.2. We shall not be liable for any failure to correctly install and operate the Payment Gateway Interface in accordance with such instructions.

### 5. Accepting Card Payments

- 5.1. You shall accept and honour any valid Card properly tendered by a Cardholder.
- 5.2. You are not permitted to accept or demand Recurring Transactions from Cardholders without our permission.
- 5.3. When accepting Transactions, you are required to make a record of the following information:
  - 5.3.1. a brief description of the good or services sold, returned or cancelled;
  - 5.3.2. the price of the goods or services including applicable taxes and adjustment amounts;
  - 5.3.3. your name in a manner recognisable to Customers and your address;
  - 5.3.4. a contact telephone number;
  - 5.3.5. any applicable terms and conditions;
  - 5.3.6. the exact date any free trials end;
  - 5.3.7. any other information which the applicable Card Scheme may require.
- 5.4. You are required to store the above information in its original form for at least 18 months or longer if required by applicable Card Scheme Rules.
- 5.5. We will forward you any Retrieval Request that we cannot satisfy with the information we have on file concerning any Settled Transaction. In response, you must provide us in writing by certified or overnight mail or by confirmed fax (or by other means as agreed to by us) the outcome of your investigation of such Retrieval Request and include legible copies of any documentation required by the Retrieval Request within 3 business days after we send it to you (or such shorter time as the Card Scheme Rules may require). You acknowledge that your failure to fulfil a Retrieval Request in accordance with Card Scheme Rules may result in an irreversible Chargeback.
- 5.6. At the time of accepting Transactions you are required to disclose to the Customer
  - 5.6.1. your name and address including electronic contact details and a customer support telephone number;

- 5.6.2. the terms and conditions governing the purchase including any cancellation rights;
  - 5.6.3. your delivery policy;
  - 5.6.4. your sales return and refund policy;
  - 5.6.5. your privacy or data protection policy; and
  - 5.6.6. if applicable, the details of any regulatory authority responsible for supervising your business activities.
- 5.7. If you do not have a delivery or sales return and refund policy, you must prominently inform the Cardholder of this fact prior to completing the purchase.
  - 5.8. You must notify us of any material change to any of the above information if such change can be reasonably expected to have an adverse effect on your Chargeback rates
  - 5.9. You shall not impose any surcharge or finance charge on the Transaction or otherwise require a Cardholder to pay the fees payable by you under this Agreement if prohibited by applicable Card Scheme Rules. You shall not set a minimum purchase amount above or below which you refuse to honour Cards unless permitted by applicable Card Scheme Rules.
  - 5.10. You acknowledge and agree that disputes between you and Cardholders shall be resolved between you and the Cardholder directly and that we shall not be obliged to become a party to any such dispute.
  - 5.11. You may not seek to accept payments through the use of our services for any of the following:
    - 5.11.1. Get rich quick schemes, Ponzi schemes, snow ball schemes, investment clubs or similar activities;
    - 5.11.2. Adult content or sexually explicit material, escort services or modelling agencies;
    - 5.11.3. Payment services, virtual wallets, cash services, foreign exchange services, prepaid cards, virtual currencies;
    - 5.11.4. Mass email services, SMS services or customer marketing lists;
    - 5.11.5. Astrological services, paranormal services, counselling, psychological services, on-line health assessment, star naming services;
    - 5.11.6. Prescription drugs, prohibited substances or their components; drug paraphernalia;
    - 5.11.7. Fake or counterfeit goods, novelty IDs;
    - 5.11.8. Dangerous or restricted goods (including but not limited to explosives, radioactive materials, toxic substances, batteries, fireworks
    - 5.11.9. Weapons, knives and ammunition;
    - 5.11.10. Protected works of art, history and culture;
    - 5.11.11. Restricted electronics (such as cable TV decoders, radars and surveillance equipment);
    - 5.11.12. any other goods or services whose sale, provision, delivery, offering or marketing is prohibited or restricted in the jurisdiction of the Merchant or in any jurisdiction where any of its customers is located.
  - 5.12. The list of prohibited goods or services in clause 5.11 as well as the Category list version 1 dated 27.08.2015 attached in Appendix 1 may be changed or extended by us at any time by notice to you. If you are in any doubt whether your goods or services fall under any of the categories listed, you must first consult with us before offering such goods or services.
  - 5.13. If you want to work in the category which is not listed or prohibited in Appendix 1, you should seek a consent/permission from us to accept payments through the use of our services.

## 6. Accepting E-Wallet Payments

- 6.1. The provisions of clause 5 shall apply to E-Wallet Payments.
- 6.2. Any references to Cards, Cardholders or Card Scheme Rules shall be a reference to E-Wallets, E-Wallet Users or E-Wallet Rules, respectively.

## 7. Authorisation Procedure and Submission of Card Transactions

- 7.1. Every Card Transaction you submit to us must be processed through the Payment Gateway Interface provided to you by us for this purpose.
- 7.2. You are required to obtain authorisation codes for all Transactions. You acknowledge that the authorisation code of a Transaction indicates only (i) that the Card used for the Transaction has a valid card number, and (b) that sufficient balance is available for the Transaction at the time the authorisation is given, but does not constitute a representation from us or the relevant Card Scheme or the issuer of a Card that a particular Transaction is in fact a valid or undisputed transaction entered into by the Cardholder.
- 7.3. You undertake that all Transactions submitted to us for authorisation shall also be cleared and settled through us and not through any third party service provider.
- 7.4. You are required to submit your Transaction Data to us no later than the next business day immediately following the day that such Transaction Data is generated. Failure to do so can result in higher fees and other costs and increased Chargebacks. For debit card transactions that are credits to a Customer's account, you agree to transmit such Transaction Data to us within 24 hours of receiving the authorisation for such credit.
- 7.5. When submitting a Transaction to us, you agree to the applicable Card Scheme Rules with respect to the Transactions in question. We will forward the submitted Transaction to the appropriate Card Scheme. We may use an intermediary or agent for this purpose and you agree that we may share the same information with such intermediary or agent as with the applicable Card Scheme provided that such intermediary or agent has been approved by the applicable Card Scheme for this purpose.
- 7.6. You hereby authorise us to submit Transactions and all relevant Transaction Data to the applicable Card Scheme and to share with the Card Scheme such information from your Application as may be required to approve your acceptance of the Card used for the Transaction.
- 7.7. We reserve the right to refuse to process any Transaction submitted by you if we reasonably determine that:
  - 7.7.1. no proper authorisation code was recorded;
  - 7.7.2. any Transaction Data is incomplete or incorrect;
  - 7.7.3. any security feature of the Card used for a Transaction may have been compromised;
  - 7.7.4. the Transaction is or will become uncollectible from the Cardholder or Card Issuer to which the Transaction would otherwise be charged;
  - 7.7.5. the Transaction is likely to be charged back by the Cardholder or the Card Issuer;
  - 7.7.6. we suspect fraud, money laundering or other illegal activity of any kind;
  - 7.7.7. you may be in breach of this Agreement or applicable Card Scheme Rules;

- 7.7.8. a Card Scheme has notified us that it intends to impose a fine or penalty on us in connection with the processing of your Transactions;
  - 7.7.9. you have reached any transaction limits agreed with you or imposed on you by us; or
  - 7.7.10. any security you provided to us has or will become insufficient to cover all claims we may have against you under this Agreement.
- 7.8. If you allow a price adjustment, return of merchandise, or cancellation of goods or services in connection with a Settled or Submitted Transaction, you will prepare and deliver to us Transaction Data reflecting such refund or adjustment within 3 days of receiving the Cardholder's request for such refund or adjustment. The amount of the refund or adjustment cannot exceed the amount shown as the total on the original Transaction Data except by the exact amount required to reimburse the Cardholder for postage that the Cardholder paid to return merchandise. You are not allowed to accept cash or any other payment or consideration from a Cardholder in return for preparing a refund to be deposited to the Cardholder's account; nor may you give cash refunds to a Cardholder in connection with a Settled or Submitted Transaction, unless permitted or required by law.

## 8. Processing of E-Wallet Payments

- 8.1. Every E-Wallet Payment you submit to us must be processed through the Payment Gateway Interface provided to you by us for this purpose.
- 8.2. You acknowledge that E-Wallet Payments, like Card Transactions, are not necessarily final and subject to Chargebacks as described in clause 12 and any applicable E-Wallet Rules.
- 8.3. You shall not attempt to process E-Wallet Payments through us if a previous attempt to process the payment in question through a different payment service provider or the E-Wallet Provider has failed or was otherwise rejected.
- 8.4. You hereby authorise us to share with the relevant E-Wallet Provider such information from your Application as may be required to process an E-Wallet Payment initiated on your behalf.
- 8.5. We reserve the right to refuse to process any Transaction submitted by you if we reasonably determine that:
  - 8.5.1. any Transaction Data is incomplete or incorrect;
  - 8.5.2. any security feature of the Card used for a Transaction may have been compromised;
  - 8.5.3. the Transaction is or will become uncollectible from the E-Wallet User or E-Wallet Provider to which the Transaction would otherwise be charged;
  - 8.5.4. the Transaction is likely to be charged back by the E-Wallet User or the E-Wallet Provider;
  - 8.5.5. we suspect fraud, money laundering or other illegal activity of any kind;
  - 8.5.6. you may be in breach of this Agreement or applicable E-Wallet Rules;
  - 8.5.7. you have reached any transaction limits agreed with you or imposed on you by us; or
  - 8.5.8. any security you provided to us has or will become insufficient to cover all claims we may have against you under this Agreement.

## 9. Merchant Payment Account

- 9.1. Funds shall be made available to you by a credit to your Merchant Payment Account. You can access your Merchant Payment Account through the Merchant Portal.
  - 9.2. The Merchant Payment Account is not a bank account but a payment account you hold with us. You acknowledge that your Merchant Payment Account is not covered by any depositor protection scheme and, in particular, is not protected by the UK Financial Services Compensation Scheme. The funds held in your Merchant Payment Account do not accrue interest.
  - 9.3. The Merchant Payment Account is not an account to make payments to third parties but to hold your pending deduction of Balance Deductibles and settlement of funds to your Settlement Account (each as defined below).
  - 9.4. Funds shall be credited to your Merchant Payment Account on the day we receive these funds from the payer's payment service provider or other third party settling the payment funds to us. If we receive such funds on a non-business day or after 5pm London time on a business day, we may credit the funds to your Merchant Payment Account on the next business day. We reserve the right to only credit your Merchant Payment Account with such sums that remain due to you after deduction of any Balance Deductible, provided that such deduction shall either be shown on your Merchant Payment Account together with the credit of the remaining funds, or shall be separately notified to you.
  - 9.5. You shall have no claim against us for crediting of funds to your Merchant Payment Account before we have received such funds from the relevant Card Scheme or E-Wallet Provider.
  - 9.6. Subject to clause 10.2, we may deduct any of the following items (each a "**Balance Deductible**") from your Merchant Payment Account Balance at any time when due:
    - 9.6.1. fees charged by us;
    - 9.6.2. refunds and reversals;
    - 9.6.3. adjustments and Chargebacks;
    - 9.6.4. Reserve Amounts;
    - 9.6.5. interest payable to us; and
    - 9.6.6. any fees, charges, fines, assessments, penalties or other liabilities that may be imposed on us by the Card Schemes or E-Wallet Providers and all related costs and expenses incurred or likely to be incurred by us in connection with the processing of your Transactions.
  - 9.7. In case the Balance Deductibles exceed your available Merchant Payment Account Balance, we may at our discretion determine which Balance Deductibles shall be deducted to which extent from your Merchant Payment Account Balance. The remainder of the Balance Deductibles may either be debited from your Merchant Payment Account (resulting in a negative Merchant Payment Account Balance) or may be otherwise collected from you as set out in clause 10.2 or by one or more of the following:
    - 9.7.1. demand from you immediate payment including but not limited to engaging a debt collection agency or commencing legal action;
    - 9.7.2. set off all or part of any such Balance Deductibles from any claim you may have against us that is not represented by the Merchant Payment Account Balance;
    - 9.7.3. withhold all future payments to you until all outstanding amounts are paid; and
    - 9.7.4. pursue any other remedies we may have at law or in equity.
  - 9.8. Any negative Merchant Payment Account Balance or payment claim against you which is overdue shall accrue interest in an amount of 10% above the then current six months LIBOR rate.
  - 9.9. If you hold multiple Merchant Payment Accounts, we may set off any positive balance held in one Merchant Payment Account against any negative balance held in another Merchant Payment Account.
- 10. Settlement and Settlement Account**
- 10.1. In order to receive funds from your Merchant Payment Account, you are required to open and maintain a bank account at a credit institution of your choice, provided that (a) this credit institution is a member of a recognised payments clearing and settlement system and that (b) we have not rejected your chosen bank account within reasonable time of your application. Depending on the nature of your business or where your business is located or your customers are residing, we may impose restrictions on where you must hold the relevant bank account. You must communicate to us such details of your bank account as we may reasonably require to settle funds into this account (and any such designated account shall be your "**Settlement Account**"). You must give us at least 10 days' notice of any changes to your Settlement Account. You may only close your current Settlement Account if you provide us with details of a new account that you designate as your new Settlement Account. You are solely liable for all fees and costs associated with your Settlement Account.
  - 10.2. Within 10 business days after the end of every Reporting Period we shall transfer the Merchant Payment Account Balance on the end of the Reporting Period (but no more than the current balance) to your Settlement Account (a "**Settlement Payment**"). We shall ensure that a Settlement Payment reaches the credit institution where your Settlement Account is held on the next business day following the business day on which we start to process your request, however, we are not responsible for the time that these funds are credited to your Settlement Account as this is the responsibility of your credit institution.  
If the currency of your Merchant Payment Account is not the same as the currency of your Settlement Account, we will convert Settlement Payment at our internal exchange rate (for the Merchant Payment Accounts in Russian Roubles – the rate set by the Central Bank of the Russian Federation) on the conversion day plus 1% (one per cent) due the FX costs.
  - 10.3. Instead of deducting the Balance Deductibles from your Merchant Payment Account Balance, we may in our sole discretion debit the Settlement Account with all or party of any Balance Deductibles by direct debit or otherwise collect such amounts from you; for this purpose, we may request that you gives us and maintain for our benefit a direct debit mandate over your Settlement Account for any amounts owed by you to us. You must ensure that your Settlement Account at all times holds a sufficient balance that any direct debit we reasonably make is covered and not returned due to insufficient funds.



10.4. The provisions of this paragraph 10 apply, unless otherwise provided RBK Money Merchant Service Agreement Fee Schedule.

## 11. Reserve and Security

- 11.1. At any time during this Agreement and for a period of up to thirteen months after the termination of this Agreement, we may temporarily suspend or delay payments to you and/or designate in our discretion an amount of funds that we maintain in order to protect us against the risk of actual or anticipated Chargebacks or otherwise against the risk of your actual or anticipated failure to meet your obligations under this Agreement or relevant Card Scheme Rules or E-Wallet Rules (such funds, in whatever form given or maintained, hereinafter referred to as the “Reserve Amount”).
- 11.2. Immediately upon request, you are required to pay us sufficient funds to cover the Reserve Amount and failure to do so entitles us to take any of the actions outlined in clause 9.7 or to debit your Settlement Account with all or part of the Reserve Amount under a direct debit mandate you may have given us over your Settlement Account or, as part of a security, over any other bank or payment account.
- 11.3. The Reserve Amount shall at all times consist of sufficient funds to cover any unbilled service fees plus our estimated exposure based on reasonable criteria for Chargebacks, returns, unshipped merchandise or other claims of Cardholders, Card Issuers, E-Wallet Users or E-Wallet Providers against you and any liabilities imposed on us by the Card Schemes.
- 11.4. We may (but are not required to) apply funds in the Reserve Amount toward, and set off any funds that would otherwise be payable to you against the satisfaction of any amounts which are or may become due from you under or in connection with this Agreement.
- 11.5. You will have no legal right or interest in the funds in the Reserve Amount; provided, however, that upon satisfaction of all of your obligations under this Agreement, we will pay to you any funds then remaining in the Reserve Amount. In this case, the Reserve Amount represents a monetary claim against us. Under no circumstances shall the Reserve Amount be deemed to constitute a deposit or otherwise a repayable sum held by us on your behalf.
- 11.6. Effective upon the establishment of a Reserve Amount, you irrevocably grant to us a security interest in any interest you may now have or later acquire in any and all funds, together with the proceeds thereof, that may at any time be in our possession and would otherwise be payable to you pursuant to the terms of this Agreement. You agree to execute and deliver to us such instruments and documents (including, without limitation, direct debit mandates, legal charges, security deposits, guarantees and other security arrangements) that we may reasonably request to establish, confirm, maintain, use or realise the security interests and rights of set-off set forth in this Agreement.

## 12. Chargebacks

- 12.1. You or we may receive a Chargeback from a Cardholder or Card Scheme or an E-Wallet User or an E-Wallet Provider for a number of reasons under the Card Scheme Rules or E-Wallet Rules. The following are some of the most common

reasons for Chargebacks, however, this is not intended to be an exhaustive list of possible Chargeback reasons:

- 12.1.1. your failure to issue a refund to a Cardholder or E-Wallet User upon the return or non-delivery of goods or services;
  - 12.1.2. the goods or services you delivered were defective, insufficient or not as described;
  - 12.1.3. a required authorisation code was not obtained;
  - 12.1.4. the Transaction Data was prepared incorrectly or fraudulently;
  - 12.1.5. we did not receive your response to a Retrieval Request within seven business days or any shorter time period required by the Card Scheme Rules or E-Wallet Rules;
  - 12.1.6. the Cardholder or E-Wallet User disputes the Transaction or the authenticity of the approval of the Transaction or claims that the Transaction is subject to a set-off, defendants or counterclaim;
  - 12.1.7. the Cardholder or E-Wallet User refuses to make payment for a Transaction because, in the Cardholder’s or E-Wallet User’s good-faith opinion, a claim or complaint has not been resolved or has been resolved in an unsatisfactory manner.
- 12.2. You acknowledge that, under these circumstances, the fact that an authorisation code was obtained does not mean that a particular Transaction is a valid or undisputed transaction entered into by the actual Cardholder or E-Wallet User.
- 12.3. If you are receiving an excessive or unusual amount of Chargebacks, as determined by the Card Schemes or applicable E-Wallet Rules, or exceed the Chargeback limits set by us or agreed between us, in addition to our other remedies under this Agreement we may take the following actions:
- 12.3.1. review your internal procedures relating to acceptance of Cards and E-Wallet Payments and notify you of new procedures you should adopt in order to avoid future Chargebacks;
  - 12.3.2. notify you of new or increased fees we will charge you to process your Chargebacks;
  - 12.3.3. pursuant to clause 11, collect from you a Reserve Amount or suspend Settlement Payments in an amount reasonably determined by us to be sufficient to cover anticipated Chargebacks and all related fees, expenses, and fines; or
  - 12.3.4. terminate the Agreement with immediate effect or such notice period as notified to you in writing.
- 12.4. You agree to indemnify us against any and all Card Scheme or E-Wallet Provider fees and fines assessed against us or payable by us in connection with the processing of your Transactions.
- 12.5. In the event of a Chargeback for which you have reimbursed us or we have otherwise obtained compensation from you, in the case of a Card Transaction you may resubmit relevant transaction data for a second presentation in accordance with Card Scheme Rules provided that you act in good faith and believe, based on reasonable evidence available to you after enquiry with the Cardholder and the Card Issuer, that the Chargeback has been made in error. You must not attempt the re-presentation of Transaction Data if the Transaction or the underlying purchase is in any way disputed by the Cardholder or the Card Issuer. We may refuse the re-presentation of your Transaction Data to the

relevant Card Scheme if you have not reimbursed or otherwise compensated us for the original Chargeback or we reasonably believe that the re-presentation of the Transaction is likely to be challenged or rejected by the Cardholder, Card Issuer or the relevant Card Scheme or may result in a second Chargeback, unless you have provided sufficient funds to cover any applicable rejection or arbitration fees payable to the relevant Card Scheme and we anticipate no adverse effect on imposed chargeback ratios or our standing with the relevant Card Scheme.

- 12.6. You shall bear all fees and costs associated with a re-presentation of Transaction Data and any subsequent rejection, second Chargeback or arbitration fees.
- 12.7. The re-presentation of Transactions may be subject to minimum transaction amounts set by us or the Card Schemes.

### 13. Fees and Pricing

- 13.1. For the services rendered to you, you agree to pay us the fees set out in this Agreement or any ancillary documentation.
- 13.2. We may change our fees, charges and discounts to the extent that these changes result from:
- 13.2.1. changes in Card Scheme or E-Wallet Provider fees, charges and discounts (such as interchange and other charges); or
- 13.2.2. changes in pricing any third party provider of the product or service used by us;
- 13.3. We will notify you of any such changes in writing. The change will come into effect 30 (thirty) days after receipt of the change notice or after the time period specified in the change notice.

### 14. Merchant Portal

- 14.1. You may access any Transaction Data through the Merchant Portal on our website, using the login details provided to you.
- 14.2. You must keep the login credentials of the Merchant Portal safe at all times. Our personnel will never ask you to provide your password to us or to a third party. Any message you receive or website you visit that asks for your password, other than the RBK website, should be reported to us.

### 15. Display of Payment Marks

- 15.1. You are prohibited from using Payment Marks other than as expressly authorised by us in this Agreement or in writing.
- 15.2. You must only use Payment Marks in a way that strictly adheres to the usage guidelines promulgated by the relevant Card Scheme or E-Wallet Provider from time to time. If you are in any doubt over the correct usage of a Payment Mark you must first seek our approval before using the Payment Mark.
- 15.3. You must at all times follow any reasonable instructions or guidelines given to you by us in relation to the use of a Payment Mark; in particular, but without prejudice to the generality of the foregoing, if instructed by us you must immediately cease to use a Payment Mark and remove or procure the removal, at your cost, of any Payment Mark from any location where he was a display the Payment Mark.
- 15.4. You shall indemnify us against any claim by a Card Scheme or E-Wallet Provider or any third party for infringement of intellectual property rights or licensing arrangements relating to Payment Marks arising from your use of any

Payment Mark in breach of this Agreement or relevant Card Scheme Rules or E-Wallet Rules.

- 15.5. Nothing in this Agreement shall be deemed to give you or any third party any intellectual property rights over the Payment Marks and any licence or authorisation to use the display the Payment Marks shall be revocable at any time.

### 16. Liability

- 16.1. We will use reasonable efforts to correct any Transaction Data to the extent that such errors have been caused by us or by malfunctions of our processing systems.
- 16.2. Under no circumstances, subject only to clause 16.5, will our liability for our failure of performance under this Agreement exceed the total fees paid to us under this Agreement (net of Card Scheme fees, third party fees, interchange, assessments, and fines) for the six months prior to the time the event giving rise to the liability arose.
- 16.3. Under no circumstances, subject only to clause 16.5, shall we be liable to you for any of the following types of loss or damage even if, in each case, you have been advised of the possibility of such loss or damage:
- 16.3.1. special, indirect or consequential loss;
- 16.3.2. pure economic loss, costs, damages or charges;
- 16.3.3. loss of profits or revenue;
- 16.3.4. loss of use;
- 16.3.5. loss of opportunity, contracts, business or anticipated savings;
- 16.3.6. loss of goodwill or damage to reputation; and
- 16.3.7. loss or damage arising from loss, damage or corruption of any data.
- 16.4. The foregoing exclusions of liability shall also apply to any claim of repudiatory breach but not to wilful abandonment of this Agreement on our part.
- 16.5. The exclusions and limitations of liability set out in clauses 16.2 to 16.4 (inclusive) do not apply to (and no liability limit shall apply to):
- 16.5.1. liability arising from death or injury to persons caused by negligence;
- 16.5.2. our obligation to pay to you any Payable Settlement to the extent that it is due and undisputed;
- 16.5.3. breach of terms implied by section 2 Supply of Goods and Services Act 1982;
- 16.5.4. liability arising as a result of fraud or fraudulent misrepresentation;
- 16.5.5. any liability which cannot be excluded or limited by applicable law.
- 16.6. You agree to indemnify us and the Card Schemes and E-Wallet Providers and our respective affiliates, officers, directors, employees and agents from any losses, liabilities indemnities of any kind (including, without limitation, costs, expenses and reasonable legal fees) arising out of any claim, complained or Chargeback
- 16.6.1. made or claimed by a Cardholder or E-Wallet User with respect to any Transaction or Transaction Data submitted by you;
- 16.6.2. caused by your breach of this Agreement or the Card Scheme Rules or E-Wallet Rules;
- 16.6.3. resulting from any voluntary or involuntary bankruptcy or insolvency proceedings by or against you.

### 17. Force Majeure

- 17.1. Under no circumstances shall we be liable to you for any events which is beyond our reasonable control, including but not limited to acts of God, war, terrorist activity, sabotage or riots, floods, fires, explosions or other catastrophes, hacking attacks or hardware breakdowns.
- 17.2. Without limiting the generality of clause 17.1, we shall not be liable for a failure of any IT system, communication system or payment system regardless of whether such failure is caused by hardware or software failure. The foregoing shall not apply to failures of systems owned by us or that are subject to our direct technical control and access if we have failed to maintain protective measures against their failure in accordance with a business continuity plan in accordance with general industry practice and have failed to reasonably mitigate the effects of the system failure after its occurrence.

## 18. Representation and Warranties

- 18.1. You represent and warrant that:
- 18.1.1. if you are a corporate entity, you are validly incorporated and lawfully exist under the laws of the jurisdiction of incorporation or any country or territory in which you conduct business;
  - 18.1.2. your execution of and performance under this Agreement in no way breaches, contravenes, violates or in any manner conflicts with any legal obligation including, without limitation, your corporate charter or similar document or any agreement between you and any third party or any affiliated entity;
  - 18.1.3. you have obtained and will maintain all necessary consents, authorisations, permissions and other facilitating acts in order to lawfully perform your obligations under this Agreement and the relevant Card Scheme Rules and E-Wallet Rules;
  - 18.1.4. you may lawfully conduct your business in any country or territory into which you sell, provide, deliver, promote or market your goods or services that you have obtained all necessary authorisations, clearances, licences or consents to do so;
  - 18.1.5. all information provided by you to us in connection with your Application and this Agreement is and remains complete and accurate;
  - 18.1.6. the person entering into this Agreement on your behalf is duly authorised to do so;
  - 18.1.7. you do not offer and do not intend to offer goods or services prohibited under clause 5.11; and
  - 18.1.8. you perform your obligations under this Agreement at all times in compliance with applicable laws.
- 18.2. With respect to every Transaction you submit to us, you represent and warrant that
- 18.2.1. the Transaction represents a genuine payment or payment refund for the bona fide sale or provision of goods or services which you seller provide in the ordinary course of your business;
  - 18.2.2. the Transaction Data is free from any material alterations not authorised by the Cardholder;
  - 18.2.3. you have collected the Transaction Data in accordance with this Agreement and applicable Card Scheme Rules or E-Wallet Rules;
  - 18.2.4. you are not aware of any facts that would reasonably give rise to the suspicion that the Transaction or underlying purchase has been made fraudulently or otherwise in an illegal manner;

- 18.2.5. your underlying payment claim against the Cardholder or E-Wallet User is not subject any dispute, set-off or counterclaim and you have no reason to believe that a dispute, set-off or counterclaim will arise;
- 18.2.6. you have not advanced any cash to the Cardholder or E-Wallet User (except as permitted by the Card Scheme Rules or E-Wallet Rules);
- 18.2.7. any Transaction representing a refund is a refund for a Transaction originally processed through us; and
- 18.2.8. you do not submit the Transaction on behalf of other third party.

## 19. Your Information

- 19.1. You authorise us to perform any necessary credit checks with respect to you and your directors, officers, affiliates, principles and guarantors (if applicable).
- 19.2. You further authorise us to share any information obtained through such credit check or provided to us by you with fraud prevention agencies for the purpose of mitigating the risk of fraud or other illegal activities in connection with the processing of your Transactions.
- 19.3. Upon our reasonable request, you are required to give a such further information as may be necessary from time to time in order to assess your financial status, creditworthiness, good standing, dispute and enforcement history and customer complaints processes for the purposes of mitigating risk exposure in connection with the processing of your Transactions.
- 19.4. You shall inform us immediately of
- 19.4.1. any change to any information you submit it to us in your Application or otherwise in connection with us entering into this Agreement;
  - 19.4.2. any adverse change in your financial status, creditworthiness or ability to meet your obligations under this Agreement or towards any of your creditors;
  - 19.4.3. any investigation into your affairs by any court or government authority; or
  - 19.4.4. any change in your circumstances that may have a material adverse effect on your ability to perform your obligations under this Agreement.

## 20. Data Protection

- 20.1. Each party, when acting as data processor (as defined in the EU Data Protection Directive 95/46/EC, hereinafter the "Data Processor"), shall process personal data in accordance with applicable data protection laws.
- 20.2. Where one party acts as the data processor (as defined in the EU Data Protection Directive 95/46/EC, hereinafter the "Data Processor") of personal data which is processed by the other party as the Data Controller, the Data Processor shall at all times follow the Data Controller's reasonable instructions with regards to the personal data processed.
- 20.3. You shall at all times ensure that you have obtained from the Cardholder or E-Wallet User all necessary consents with regards to the processing of the Cardholder's or E-Wallet User's personal data including, but not limited to, the right to share relevant personal data with us, the Card Schemes, the Card Issuer, the E-Wallet Provider and any other third party involved in the processing of your Transactions and the right to process such personal data in jurisdictions outside the European Economic Area.

## 21. Suspension of Service

- 21.1. We may at any time suspend the provision of services to you
- 21.1.1. if any circumstances occur or are likely to occur that would give us the right to terminate or otherwise end this Agreement;
  - 21.1.2. you have a negative Merchant Payment Account Balance on any of your Merchant Payment Accounts; or
  - 21.1.3. you are in breach of this Agreement or the Card Scheme Rules or E-Wallet Rules.
- 21.2. Any suspension of the service shall be notified to you in advance or, if this is not reasonably possible, as soon as possible after suspending the service.
- 21.3. If we suspend services to you, you shall be obliged to continue to pay any recurring fees, minimum fees and other fees that are charged on a continuing basis.
- 21.4. We shall endeavour to lift a suspension as soon as the reasons for its imposition cease to exist and are not likely to reoccur within a time period reasonably determined by us.

## 22. Termination

- 22.1. Subject to any agreed minimum term, you may terminate this Agreement at any time without reason by written notice to us.
- 22.2. Subject to any agreed minimum term, we may terminate this Agreement at any time without reason by written notice to you. Such termination shall be effective 30 (thirty) days after you have receipt the termination notice.
- 22.3. Regardless of any agreed minimum term, we may terminate this Agreement by written notice to you at any time immediately or with such notice period as specified by us in the termination notice:
- 22.3.1. you become unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 (as amended);
  - 22.3.2. you cease or threaten to cease to carry on the whole or a substantial part of your business;
  - 22.3.3. any distress or execution is levied on your property or assets;
  - 22.3.4. you make any voluntary arrangement or composition with your creditors;
  - 22.3.5. you or your shareholders or principles pass any resolution to wind up (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency) or an order is made for your winding up;
  - 22.3.6. you are the subject of a notice of intention to appoint an administrator or of a notice to appoint an administrator or you are the subject of an administration application, become subject to an administration order or have an administrator appointed over you;
  - 22.3.7. a receiver or administrative receiver is appointed over all or any of your property or assets;
  - 22.3.8. you make an application for a debt relief order or a debt relief order is made in relation to you;
  - 22.3.9. you are dissolved or otherwise cease to exist; or
  - 22.3.10. the equivalent of any of the events described in clauses 22.3.1 to 22.3.9 occurs in relation to you under the laws of any jurisdiction;
  - 22.3.11. if you are undergoing or intend to undergo a material change of your ownership structure; a change is material if it affects the ownership structure you have

notified to us in your Application or subsequent information update;

- 22.3.12. you are in material breach of this Agreement;
  - 22.3.13. you are otherwise in breach of this Agreement and failed to remedy such breach within 10 working days of our notice to you that you are in breach of this Agreement;
- 22.4. For the purpose of clause 22.3.12, but without limiting the generality of its application, a material breach shall be deemed to exist if:
- 22.4.1. you are in breach of any representation or warranty given in clause 18 or otherwise;
  - 22.4.2. you fail to provide us with any required security under clause 11;
  - 22.4.3. you are in breach of any Card Scheme Rules and such breach may result in the imposition of a fine or penalty or may adversely affect or standing with any Card Scheme;
  - 22.4.4. you are in repeated breach of this Agreement or any Card Scheme Rule; or
  - 22.4.5. you are in breach of any applicable law.

## 23. Change of Terms and Conditions

- 23.1. This Agreement is subject to change from time to time. Changes may be made by mutual agreement between the parties or by notice from us to you under the following procedure:
- 23.2. We shall give you notice of any proposed change to this Agreement (a “**Change Notice**”).
- 23.3. The proposed change shall come into effect automatically two weeks after receipt of the Change Notice unless you give written notice to us that you object to the proposed changes in which case we shall treat your objection as a termination notice terminating this Agreement on the date the changes would have come into effect.
- 23.4. We may stipulate in a Change Notice a different time period for the coming into effect of any change provided. Such time period cannot go beyond the time period specified in the p. 23.3.
- 23.5. If no objection notice this received by us within the stipulated time frame, you are deemed to have accepted the change.
- 23.6. You have the right to terminate this Agreement with immediate effect at any time before the change becomes effective.

## 24. Taxes

- 24.1. It is your responsibility to determine which, if any, taxes apply to any payments received by you for any Transaction and to report and remit the correct tax to the appropriate tax authority. We are not obliged to determine whether taxes apply and are not responsible to collect, report or remit any taxes arising from any Transaction.
- 24.2. The provision of financial services in the European Union is currently exempt from Value Added Tax (“**VAT**”). Should VAT become chargeable on any of our services, we shall be entitled to charge VAT in addition to the fees for these chargeable services.
- 24.3. Where our services do not constitute VAT exempt services, the fees quoted in this Agreement are exclusive of VAT and VAT shall be charged in addition to such fees.

## 25. Confidentiality



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

25.2. Notwithstanding the foregoing, it will not be a breach of this Agreement for either party to disclose Confidential Information of the other party if required to do so under law or by order of a competent court or government authority.

25.3. No confidentiality obligations shall apply to information that (i) is a becomes public knowledge through no action or fourth of the other party; (ii) is known to the receiving party without restriction prior to receipt from the other party from its own independent sources as evidenced by such party's written records and which was not required, directly or indirectly, from the other party; (iii) a party receives from any third party having a legal right to transmit such information without being under any obligation to keep such information confidential; or (iv) is independently developed by a receiving party's employees or agents provided that such party can show that their employees or agents had no access to the Confidential Information.

## 26. Assignment, Third Party Rights

26.1. You may not assign any of your rights under this Agreement to a third party without our prior written consent.

26.2. No person who is not a party to this Agreement shall have rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement.

## 27. Relationship of the parties

You and we are independent contractors under this Agreement and nothing herein will be construed to create a partnership, joint-venture or agency relationship between us.

## 28. Non-solicitation of employees

You undertake that you will not for the term of this Agreement and for a period of six months thereafter on you own behalf or on behalf of any third party directly or indirectly solicit or endeavour to entice away from us any person who has at any time during the term of this Agreement been employed or engaged by us.

## 29. Notices

29.1. Any notice to be given under or in connection with this Agreement must be given in writing and delivered by hand or sent by first class prepaid post or recognised courier service to the address designated by the recipient for the purpose of receiving notices under this Agreement; any such notice shall be deemed to have been received by the recipient on the business day following the day of posting.

29.2. Any notice by e-mail shall be deemed given in writing and properly delivered if the sender has addressed it to the e-mail address expressly designated for the purpose of receiving notices under this Agreement and any such notice given by e-mail shall be deemed to have been received by the

recipient on the business day following the day the e-mail was sent.

29.3. The parties agree to conduct all of communication in relation to this Agreement in English.

## 30. Waiver

Any waiver of a right under this Agreement shall only be effective if agreed declared in writing. The delay in exercising a right or the non-exercise of a right shall not be deemed a waiver in shall not prevent a party from exercising that right in the future (subject to the provisions of the Limitations Act 1980).

## 31. Severability

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

## 32. Applicable Law

This Agreement shall be governed by and interpreted in accordance with English law. Any dispute under this Agreement shall be brought exclusively in the courts of England and Wales except where compulsory EU law (or the laws of an EU member state) gives the Merchant the right to bring a dispute in another jurisdiction.

## 33. Entire Agreement

This Agreement including all Schedules and other documents referred to herein represents the entire agreement of the parties in relation to its subject matter. Each party acknowledges that it has entered into this Agreement in reliance only on the representations, warranties, promises and terms contained in this Agreement and, save as expressly set out in this Agreement, neither party shall have any liability in respect of any other representation, warranty or promise made prior to the date of this Agreement unless it was made fraudulently.

## 34. Complaints

34.1. Any complaints about us or the services we provide should be addressed to us in the first instance by contacting Merchant Service. You should clearly indicate that you are wishing to make a complaint to us. This helps us to distinguish a complaint from a mere query. We send you a complaint acknowledgement by post or by e-mail within 48 hours of receiving your complaint in accordance with our complaints procedure. You may request a copy of our complaints procedure at any time by contacting Merchant Service.

34.2. We endeavour to provide you with an answer or resolution to your complaint within the timeframes as outlined by the Financial Ombudsman Service. Should this not be possible due to unforeseen circumstances or lack of information, we will contact you.

34.3. If your complaint is not resolved to your satisfaction, you may contact the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR, United Kingdom. For additional contact details you may visit the website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). The Financial Ombudsman may refuse to hear your complaint in case you



are not an eligible complainant (for example, if you are a large corporate customer).

You can view the FCA Register by visiting <http://www.fsa.gov.uk/register/home.do>.

**35. Regulatory Information**

We are registered in the United Kingdom as an Authorised Payment Institution. Our FCA Register Number is 602271.

## Category list

Version 1 – 27.08.2015

### Categories we work with:

1. Airlines, Air Carriers;
2. Electronics Stores;
3. Charitable and Social Service Organizations – Fundraising'
4. Game Currency;
5. Auto store home supply stores;
6. Children's and infant's wear stores;
7. Miscellaneous general merchandise stores;
8. Utilities;
9. Books, Periodicals, and Newspapers, CD & DVD;
10. Educational Services;
11. Electronic sales;
12. Health and Beauty Spas;
13. Discount coupons;
14. Record shops;
15. Men's, Women's Clothing Stores;
16. Loans / fines / debts redemption;
17. Computer software stores;
18. Food stores;
19. Advertising services;
20. Telecommunication Services;
21. Travel Agencies, Tour Operators;
22. Computer Network Services;
23. Florists Supplies, Nursery Stock, and Flowers.

### Prohibited categories:

1. Get rich quick schemes, Ponzi schemes, snow ball schemes, investment clubs or similar activities;
2. Adult content or sexually explicit material, escort services or modeling agencies;
3. Payment services, virtual wallets, cash services, foreign exchange services, prepaid cards, virtual currencies;
4. Mass email services, SMS services or customer marketing lists;
5. Astrological services, paranormal services, psychological services, on-line health assessment, star naming services;
6. Prescription drugs, prohibited substances or their components; drug paraphernalia;
7. Fake or counterfeit goods, novelty IDs;
8. Dangerous or restricted goods (including but not limited to explosives, radioactive materials, toxic substances, batteries, fireworks);
9. Weapons, knives and ammunition;
10. Protected works of art, history and culture;
11. Restricted electronics (such as cable TV decoders, radars and surveillance equipment);
12. Any other goods or services whose sale, provision, delivery, offering or marketing is prohibited or restricted in the jurisdiction of the Merchant or in any jurisdiction where any of its customers is located.
13. Alcoholic drinks and tobacco;
14. Biologically active additives (BAA);
15. File sharing;
16. Lockpicking devices;
17. Items encouraging illegal activity;
18. Government, transit and postal-related items.