



## TERMS AND CONDITIONS

### 1. TERMS AND DEFINITIONS

- 1.1. **PLAN-B (hereinafter can be as "Payment Provider")** - Innovative Payment Solutions OÜ, a company registered in Estonia with company registration number 12989507, and registered office at Harju maakond, Tallinn, Kesklinna linnaosa, Tina tn 7-5, 10126.
- 1.2. **Merchant** - means the individual or entity entering into the Merchant Service Agreement with PLAN-B.
- 1.3. **Authorisation** - electronic procedure of the International Payment Systems in order to get permit of the Issuer to conduct a Transaction after proper verification of the Card, Transaction Data, results of identification of the Cardholder and adequacy of funds on the Card account.
- 1.4. **Card** - payment card branded as Visa, Visa Electron, MasterCard, Maestro or other card schemes that shall be used as the means of payment when conducting the Transaction.
- 1.5. **Cardholder** - is the private individual 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.
- 1.6. **Card issuer** - is the person or entity issuing a Card to a Cardholder.
- 1.7. **Chargeback** - a claim of the Issuer in relation to the Transaction drawn up according to the Rules of the International Payment Systems.
- 1.8. **Commission Fee** - Payment Provider's remuneration for the services provided to the Merchant under this Agreement. Amount of Commission Fees and schedule of processing payments by Card or APM is mentioned in Annex A of the Agreement.
- 1.9. **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 shall be deemed confidential
- 1.10. **Merchant Application** - an electronic form which contains detailed information on the Merchant, types of goods and services, as well as types of Cards acceptable for payment and account number where the Transactions Amounts shall be transferred. Merchant's Application includes a statement of Merchant's financial condition, a detailed description of the characteristics of Merchant's business or organisation, and any related information.
- 1.11. **MID Application** - (Merchant identification number) application in electronic form sent to PLAN-B by Merchant in order to register a new address of the E-shop and/or new E-Shop.
- 1.12. **E-Shop** - online electronic environment (website) of the Merchant where the Merchant offers its goods and services. Regarding each new E-Shop the Merchant sends completed Merchant MID Application and any related documents to the Payment Provider in electronic form.
- 1.13. **International Payment System** - means any payment card scheme, including but not limited to VISA, MasterCard®, Discover and American Express, and the rules and procedures governing the making and accepting of APM Payments as stipulated by the relevant APM Provider, including but not limited to payment agreements between an APM Provider and intermediary payment service providers and/or Payment Provider, both hereinafter referred to as "**the International Payment Systems**".
- 1.14. **Issuer** - credit institution or another legal person who issued the Card.
- 1.15. **PCIDSS** - (Payment Card Industry Security Standard) International Payment Systems developed safety requirements for Card and Transaction Data registration, archiving and for other non-cash transactions related activities.
- 1.16. **Refund** - procedure of processing the transaction of returning the Transaction Amount to the Cardholder.
- 1.17. **Rules of the International Payment Systems** - any provisions regardless of their form: rules, instructions, recommendations, etc. for *Visa* and/or *MasterCard Worldwide* depending on the context, which regulate the use of their trademarks, processing of the

Transactions, technical requirements for the Data processing relating to the Transaction, as well as other provisions on acceptance of the Cards.

- 1.18. **Reserve amount** - monetary funds of the Merchant secured for benefit of the Payment Provider that shall guarantee discharge of obligations of the Merchant under the Agreement.
- 1.19. **Software** - means the IT technology provided to the Merchant by PLAN-B in order to get and process payments.
- 1.20. **Successful Authorization** - consent of the Issuer to conduct the Transaction and to write off the Transaction Amount and commission fees (if there are any) from the account of the Cardholder.
- 1.21. **Schedule of fees** - a Schedule A to Merchant Service Agreement, specifying commission fees for using services provided by Payment Provider.
- 1.22. **Transaction** - financial operation with the Card or using APM resulting in payment for any of the goods or services of the Merchant. A service under this Agreement is also a transfer of the funds and replenishment of the account existing in the electronic environment via the Card if such a service is provided by the Merchant.
- 1.23. **Transaction Amount** - sum of money specified in the inquiry for Authorization of Transaction confirmed by the Issuer for conducting the Transaction (Successful Authorization).
- 1.24. **Transaction Data** - is the written or electronic record of a Transaction, including but not limited to an authorisation code or settlement record.

## 2. THE SUBJECT OF THE AGREEMENT

- 2.1. These PLAN-B MERCHANT SERVICE AGREEMENT TERMS AND CONDITIONS apply to services provided by the Payment Provider to Merchant and form an integral part of the PLAN-B MERCHANT SERVICE AGREEMENT, «the Agreement», concluded between Merchant and Payment Provider.
- 2.2. In case of any conflict between these TERMS AND CONDITIONS and any provisions agreed between the parties in the PLAN-B Merchant Service Agreement, the PLAN-B Merchant Service Agreement shall take precedence insofar as this is necessary for the resolution of such conflict.

- 2.3. Conclusion of the PLAN-B MERCHANT SERVICE AGREEMENT shall always be subject to the conclusion of PLAN-B Merchant Service Agreement by the Parties and acceptance of the present TERMS AND CONDITIONS; successful completion of the Merchant application process including, but not limited to, satisfactory outcomes of all necessary verifications of identity, establishment of shareholder structure, credit checks and other customer due diligence measure
- 2.4. Within the frame of the PLAN-B MERCHANT SERVICE AGREEMENT and to ensure acceptance of the Cards in the E-Shop or provision of APM Services, the Payment Provider shall:
  - 2.4.1. provide the Merchant with the possibility to use the Payment Provider's connection to the International Payment Systems;
  - 2.4.2. transfer the Transaction Amounts to the account set forth in the Agreement;
  - 2.4.3. perform other actions pursuant to provisions of the Agreement.
- 2.5. Within the frame of the Agreement the Merchant shall:
  - 2.5.1. exercise proper monitoring and maintain statistics in the Transactions and received Chargebacks according to the Rules of the International Payment Cards and provisions of the Agreement, its Annex/es reporting;
  - 2.5.2. provide Chargebacks processing and ensure refund procedures;
  - 2.5.3. accept the Cards for payment in the E-Shop and/ or APM Services according to the provisions of this Agreement, all its Annexes and the Rules of the International Payment Systems;
  - 2.5.4. perform other actions according to the provisions of the Agreement.

## 3. THE RIGHTS AND OBLIGATIONS OF THE PAYMENT PROVIDER

- 3.1. Within the frame of this Agreement PLAN-B shall provide following services:
  - 3.1.1. Card processing services;
  - 3.1.2. APM processing and settlement services;
  - 3.1.3. Chargeback management;
  - 3.1.4. Software.
- 3.2. PLAN-B shall provide all Services in accordance with the Agreements, its Annexes, all applicable legislation.

- 3.3. PLAN-B shall be obliged under the request of the Merchant to provide to the Merchant a complete form of the transaction from the Bank-acquirer (with Invoice id/RRN) in relation to money which have been withheld by the Bank-acquirer.
- 3.4. PLAN-B shall deduct Commission Fees and sum of Security Deposit.
- 3.5. PLAN-B shall be entitled:
  - 3.5.1. to request reasonably Transaction documents and other related documents from the Merchant at any time;
  - 3.5.2. up to 10 (ten) days to delay transfer of the Transaction Amounts regarding the Transactions which must be checked up additionally on the grounds of a Chargeback or any other information proving illegality of the Transaction, activity of the Merchant and/or E-Shop according to the Rules of the International Payment Systems;
  - 3.5.3. up to 180 (one hundred eighty) days to delay transfer of the Transaction Amounts, regarding the Transactions in relation to which there were received Chargebacks, as well as if the Merchant has not provided the Payment Provider with the Transaction documents/information. After the Payment Provider has been properly notified of the decision taken by the International Payment System about rejection of Chargeback and as of receiving the sums specified in this clause from the International Payment Systems, the Payment Provider shall transfer such sums to the Merchant within 7 (seven) business days. Should the Chargebacks be satisfied, the sums specified in this Clause shall be used for redemption of liabilities towards the Cardholder/APM user and, thus, shall not be transferred to the Merchant.
  - 3.5.4. to suspend acceptance of the cards and transfer of the Transaction Amounts until all the circumstances are clarified, if the Payment Provider has received information that the certain Transactions relate to legalisation of the funds received in a criminal way or financing of terrorism or the Merchant is not complying with Anti Money Laundering (AML) rules. The Payment Provider shall unilaterally take a decision on resumption of accepting the Cards/APM and transfers of the Transaction Amounts on the grounds of available information and recommendations of the International Payment Systems;
  - 3.5.5. to suspend acceptance of the Cards/APM and transfers of the Transaction Amounts until all the circumstances are clarified if in the activity of the Merchant and/or the E-Shop there have been established breaches of provisions of the Agreement and/or the Rules of the International Payment Systems. The Payment Provider shall unilaterally take a decision on resumption of accepting the Cards/ APM and transfers of the Transaction Amounts on the grounds of available information and recommendations of the International Payment Systems;
  - 3.5.6. to deduct the following sums from any account of the Merchant in the Payment Provider in the amount of:
    - 3.5.6.1. satisfied Chargeback, as well as commission fees and arbitration costs relating to consideration and processing of Chargebacks;
    - 3.5.6.2. documented fines imposed on the Payment Provider by the International Payment Systems in connection with breach of the Rules of the International Payment Systems by the Merchant
    - 3.5.6.3. documented non-fulfilment of obligations by the Merchant to the Payment Provider
    - 3.5.6.4. direct and documented damages caused to the Payment Provider by actions of the Merchant;
    - 3.5.6.5. direct and documented damages caused to the Payment Provider because of proceedings actions mentioned in the Agreement;
  - 3.5.7. use the Security Deposit according to the Agreement;
  - 3.5.8. to unilaterally revise cooperation conditions under the Agreement, having informed the Merchant 3 (three) days beforehand, as well as to revise practicability of such a cooperation with the Merchant in connection with changes in the Rules of the International Payment Systems that significantly influence further execution of the Agreement, as well as in connection with suspicions of breaching the Rules of the International Payment Systems by the Merchant;
  - 3.5.9. to unilaterally accept or reject the received Merchant Application and MID Application due to compliance reason;
  - 3.5.10. to impose relevant fine on the Merchant if the Payment Provider has

determined the -Merchant violate provisions of the Agreement or Rules of the International Payment Systems. The Payment Provider unilaterally defines amount of the fine considering fines imposed in such cases by the International Payment Systems.

3.6. The Merchant holds full financial responsibility to all and any claims represented by VISA or MasterCard or other card schemes or the Payment Provider.

#### **4. THE RIGHTS AND OBLIGATIONS OF THE MERCHANT**

4.1. The Merchant shall undertake:

4.1.1. to accept the Cards/APM from the Cardholders/ APM users listed in the Merchant Application as the means of payment for the goods and services offered by the Merchant in the E-Shop;

4.1.2. to accept the Cards/APM Payments as the means of payment only for the goods and services that are in conformity with the types of commercial activity of the Merchant specified in the Merchant Application and other documents, submitted Merchant;

4.1.3. to follow the legislation on the territory on which the Merchant has its business activity;

4.1.4. to follow the Rules of the International Payment Systems and provide observation of technical requirements set by the International Payment Systems;

4.1.5. in proper time and in the necessary volume to inform its employees, officials and involved persons with the topical provisions of the Agreement and the Rules of the International Payment Systems, as well as to monitor observation of provisions of the aforementioned documents while the validity of the Agreement;

4.1.6. to inform the Payment Provider immediately, but not later than within 3 (three) business days, of any cases of fraud or other illegal operations with the Cards determined by the Merchant;

4.1.7. in case of received Chargebacks to act according to the Rules of the International Payment Systems on consideration of Chargebacks;

4.1.8. to assist the Payment Provider in consideration of Chargebacks to the extent as it is necessary at the Payment Provider

's discretion;

4.1.9. to provide the documents confirming the Transaction, as well as to give explanations in relation to the received Chargeback immediately, but not later than within 3 (three) days from the moment of reception of the Payment Provider inquiry;

4.1.10. to inform the Payment Provider about its decision to satisfy the Chargeback or to appeal against it by submitting requested documents on the certain Transaction to the Payment Provider immediately, but not later than within 3 (three) days after the Payment Provider's inquiry;

4.1.11. to return the Transaction Amounts to the Cardholder/ APM user in full or in parts depending on the rules of the Merchant about cancelled Transactions if the Cardholder shall refuse from the goods or the services purchased via the Transaction;

4.1.12. to return the Transaction Amounts in full in the cases envisaged in the Rules of the International Payment Systems;

4.1.13. to keep the Transaction confirmation records in electronic or printed format 2 (two) years from the date of the Transaction;

4.1.14. to exclusively use the Software for acceptance of the cards in the E-Shop;

4.1.15. every day to realise the procedure set by Software which provides generalisation of information on the Transaction conducted by the Merchant during a business day, including rejected and returned transactions (end of the fiscal day);

4.1.16. to inform the Payment Provider immediately, but not later than within 3 (three) days, of all changes in information specified in the Agreement or another information what the Merchant gave to the Payment Provider, submitting the documents confirming such a notification;

4.1.17. to provide the Payment Provider immediately, but not later than within 3 (three) business days, with information what the Payment Provider shall need for execution of the Agreement;

4.1.18. to provide the Reserve Amount;

4.1.19. within 10 (ten) days to pay the Payment Provider's invoice in case if on the accounts of the Merchant there are not

sufficient monetary funds to perform the operations listed in Sub-Clause 3.5.6;

4.1.20. to pay to the Payment Provider the Commission Fees, which the Merchant irrevocably entrust and authorize the Payment Provider to deduct from any account of Merchant with the Payment Provider or deduct from the Transaction Amounts.

4.2. The Merchant shall not be entitled:

4.2.1. to fix additional fees for the payments via the Card/APM, unless the applicable law stipulates the opposite, and the Payment Provider has accepted such a fee according to the Rules of the International Payment Systems. In case the additional fee is stipulated in the laws, it shall not be levied separately but must be included in the Transaction Amount. Cardholder must be informed before the Transaction by Merchant about any additional fees (surcharging);

4.2.2. to set minimal or maximal Transaction Amount;

4.2.3. to accept the Card in order to pay or refinance already existing obligations, i.e. the Merchant shall accept the Card only as the means of payment for certain goods and services;

4.2.4. within the frame of the Transaction to issue cash to the Cardholder;

4.2.5. within the frame of the Transaction to issue a commercial cheque, bill or any other document with which it is possible to make next payments;

4.2.6. to divide the Transaction into parts;

4.2.7. to accept the Card as the means of payment for the commercial activity of third persons;

4.2.8. to issue electronic money as a result of the Transaction;

4.2.9. to use the Transaction Data for other purposes except lawful processing the Data of the Transaction according the Rules of the International Payment Systems.

4.3. The Merchant shall be entitled:

4.3.1. to receive the services of the Payment Provider on provision of acceptance of the Cards/APM rules in the E-Shop and the services of the Payment Provider on transfer of the Transaction Amounts to the account set forth in the Merchant Application;

4.3.2. to receive the services of the Payment Provider on the software and technical maintenance;

4.3.3. The Merchant shall irrevocably entrust and authorise the Payment Provider, without any additional agreement or authorization, to deduct the monetary funds of the Merchant in order to perform the operations listed in Sub-Clause 3.5.6.

## **5. THE RESERVE AMOUNT**

5.1. The Payment Provider shall deduct the Reserve Amount from the Transaction Amounts upon entrance of the Transaction Amounts from the International Payment Systems.

5.2. The Reserve Amount shall be set forth in Schedule A of the PLAN-B Merchant Service Agreement.

5.3. The Payment Provider may unilaterally and without prior notification use the Reserve Amount with the aim to:

5.3.1. return the Transaction Amounts to the Cardholder/ APM user for the satisfied Chargebacks, as well as to pay commission fees and costs of arbitration relating to consideration and processing of Chargebacks;

5.3.2. pay the fines imposed by the International Payment Systems on the Payment Provider because of the Rules of the International Payment Systems breached by the Merchant;

5.3.3. pay fines and exclusion of losses incurred by the Payment Provider due to non-compliance and violation of the AML/KYC rules by the Merchant.

## **6. CHARGEBACKS**

6.1. Chargeback Limits for card payments - the maximum monthly chargeback rate is the lower of:

- 1% of transactions processed in one calendar month; or
- 100 chargebacks per calendar month

6.2. For each chargeback above the aforementioned maximum number of chargebacks for card payments, PLAN-B

will charge an excess chargeback processing fee set forth in the Merchant Service Agreement and Appendix A thereto.

- 6.3. For each chargeback above the aforementioned maximum number of chargeback or card payments, PLAN-B will charge an excess chargeback processing fee set forth in the Merchant Service Agreement and Appendix A thereto.
- 6.4. This shall be without prejudice to the Payment Provider further rights and claims for indemnity under the Agreement, including but not limited to indemnities for the imposition of fines and penalties by MasterCard.
- 6.5. If any of the above chargeback limits are exceeded or likely to be exceeded, the Merchant shall, upon the Payment Provider's request, produce within a reasonable time a remedial action plan containing actual or suggested measures designed to avoid exceeding the chargeback limits or adopt new procedures under the instruction of the Payment Provider in order to avoid future Chargebacks.

## **7. LIABILITY OF THE PARTIES**

7.1. In carrying out any activity under this Agreement, the Parties shall observe the laws of the Republic of Estonia and the Rules of the International Payment Systems.

7.2. The Merchant shall be responsible for its liabilities stipulated in the Agreement. The Payment Provider has the right as its discretion to ask the Merchant to fulfil its obligations in full

7.3. The Payment Provider shall indemnify damages to the Merchant caused because of non- execution or improper execution of the Agreement. The Merchant shall indemnify damages to the Payment Provider caused because of non-execution or improper execution of the Agreement.

7.4. The Payment Provider shall not be liable for the arising damages if:

7.4.1. The Payment Provider has not been in informed in timely manner (7 business days) about changes of any requisites of the Merchant or were submitted wrong requisites.

7.4.2. Third parties do not fulfil or fulfil its obligations in improper way.

7.5. The Merchant shall indemnify direct and documented damages caused to the Payment Provider because of any proceedings (civil, criminal or administrative) started due to the Merchant actions or omissions and where Payment Provider is participating as defendant/codefendant. Mentioned in this Clause damages include: state and other fees, proceedings costs, legal aid costs, costs related to arriving on hearing, costs related to collecting the evidences, as well as costs related to hearing of the case in all court levels (appealing). The Merchant shall indemnify direct and documented damages caused to the Payment Provider as a result of court ruling stating the Payment Provider must pay monetary funds the Payment Provider shall deduct the Reserve Amount from the Transaction Amounts upon entrance of the Transaction Amounts from the International Payment System.

7.6. Under no circumstances, will our liability for our failure of performance under this Agreement exceed the total fees paid to PLAN-B 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. Under no circumstances shall we be liable to the Merchant for any of the following types of loss or damage even if, in each case, the Merchant have been advised of the possibility of such loss or damage:

- special, indirect or consequential loss;
- pure economic loss, costs, damages or charges;
- loss of profits or revenue;
- loss of use;
- loss of opportunity, contracts, business or anticipated savings;
- loss of goodwill or damage to reputation; and
- loss or damage arising from loss, damage or corruption of any data.

## **8. CONFIDENTIALITY OF INFORMATION**

8.1. Each of the Parties shall not be entitled to disclose confidential information received in connection to execution of the Agreement without a written consent of the other Parties, except the cases pointed out in Clauses 8.3-8.5.

8.2. Confidential information under this Agreement means information relating to the commercial secret of the Parties: know-how, value of services, any costs, fees, fines, information on the customers (including financial information); data of

the Card, Transactions, Transaction Data, Transaction Amount, APM and information on the Cardholder and APM User.

8.3. Confidential information under this Agreement shall not be:

8.3.1. information that becomes publicly available on the date of signing the Agreement or after signing it;

8.3.2. information that is publicly available;

8.3.3. information that was legally received by a Party before signing the Agreement;

8.4. Each of the Parties shall be entitled to disclose confidential information without prior coordination if it is requested by the state institutions or supervising bodies according to the laws obligatory for a certain Party. The Parties shall also be entitled to pass the Transaction Data to the Data Centre and the International Payment Systems.

8.5. Payment Provider is entitled to disclose the information about the Merchant to International Payment Systems according to the Rules and as specified by International Payment Systems.

8.6. Each of the Parties shall be entitled to disclose the fact of signing the Agreement without prior coordination.

8.7. 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 law enforcement or government authority

## **9. DATA PROTECTION**

9.1. Each Party, when acting as data processor (as defined in the EU Data Protection Directive 2016/679, hereinafter the "Data Processor"), shall process personal data in accordance with applicable data protection laws.

9.2. Where one party acts as the data processor (as defined in the EU Data Protection Directive 2016/679, 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.

9.3. Merchant shall at all times ensure that Merchant have obtained from the Cardholder/APM User all necessary

consents with regards to the processing of the Cardholder/APM User's personal data including, but not limited to, the right to share relevant personal data with PLAN-B, the Cardholder/APM Provider and any other third part involved in the processing of the Merchant's Transactions and the right to process such personal data in jurisdictions outside the European Economic Area. In any event, if the Merchant proceeds, such consent shall be assumed existing and any claim regarding data protection, upon the Merchant's failure to obtain such consent shall burden you, solely.

## **10. FORCE MAJEURE**

10.1. Each Part shall be exempted from liability for complete or partial non-execution of obligations, as well as for improper execution of its obligations under the Agreement if such non-execution resulted from Force Majeure that arose after signing the Agreement and that the Party could neither foresee, nor prevent by reasonable measures and that directly influences the ability of the Party to execute its obligations under the Agreement.

10.2. At the commencement and cessation of Force Majeure, the Party for which it became impossible to execute its obligations, shall immediately but not later than 3 (three) business days, inform the other Parties about it which should be confirmed by the certificate issued by the relevant state authority of the Party in force majeure

10.3. If the Part for which it became impossible to execute its obligations has not informed other Parties on these circumstances in time stipulated in Clause 10.2. it may not use Force Majeure as a ground for non-fulfilment of its obligations.

10.4. The Part, for which it became impossible to execute its obligations, shall be entitled not to execute only those obligations that were directly influenced on by Force Majeure. The obligations free from Force Majeure shall be subject to execution pursuant to the Agreement.

10.5. The Party, for which it became impossible to execute its obligations, shall take all reasonable measures to eliminate Force Majeure and its consequences.

10.6. The Party which reasoned non-execution

of its obligations under the Agreement with Force Majeure must prove the fact of presence of Force Majeure.

- 10.7. In case the circumstances of Force Majeure or their consequences last for more than 20 (twenty) days, the Parties shall undertake to cooperate with the aim to determine new provisions for execution of the obligations under the Agreement. Should written agreement not be reached within the next 5 (five) days, any of the Parties shall be entitled to unilaterally terminate the Agreement having informed the other Party 5 (five) days beforehand.

## 11. SUSPENSION OF SERVICE

- 11.1. We may at any time suspend the provision of services to you

11.1.1. if any circumstances occur or are likely to occur that would give PLAN-B the right to terminate or otherwise end this Agreement;

11.1.2. the Merchant has a negative Merchant Payment Account Balance on any of the Merchant's Merchant Payment Accounts; or

11.1.3. the Merchant is in breach of this Agreement or the Card Scheme Rules or E-Wallet Rules.

- 11.2. Any suspension of the service shall be notified to the Merchant in advance or, if this is not reasonably possible, as soon as possible after suspending the service.

- 11.3. If we suspend services to you, the Merchant shall be obliged to continue to pay any recurring fees, minimum fees and other fees that are charged on a continuing basis.

- 11.4. We shall endeavor 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 PLAN-B.

## 12. TERMINATION

- 12.1. Subject to any agreed minimum term, Merchant may terminate this Agreement at any time without reason by written notice to us.

- 12.2. Subject to any agreed minimum term, PLAN-B may terminate this Agreement at any time without reason by written notice to you. Such termination shall be effective 30

(thirty) days after Merchant has received the termination notice.

- 12.3. Regardless of any agreed minimum term, PLAN-B may terminate this Agreement by written notice to the Merchant at any time immediately or with such notice period as specified by PLAN-B in the termination notice:

12.3.1. the Merchant becomes unable to pay the Merchant's debts within the meaning of section 123 of the Insolvency Act 1986 (as amended);

12.3.2. the Merchant ceases or threaten to cease to carry on the whole or a substantial part of the Merchant's business;

12.3.3. any distress or execution is levied on the Merchant's property or assets;

12.3.4. the Merchant makes any voluntary arrangement or composition with the Merchant's creditors;

12.3.5. the Merchant or the Merchant's 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 the Merchant's winding up;

12.3.6. the Merchant is the subject of a notice of intention to appoint an administrator or of a notice to appoint an administrator or the Merchant is the subject of an administration application, become subject to an administration order or have an administrator appointed over the Merchant;

12.3.7. a receiver or administrative receiver is appointed over all or any of the Merchant's property or assets;

12.3.8. the Merchant makes an application for a debt relief order or a debt relief order is made in relation to the Merchant;

12.3.9. the Merchant is dissolved or otherwise cease to exist; or



- 12.3.10. the equivalent of any of the events described in clauses 12.3.1 to 12.3.9 occurs in relation to the Merchant under the laws of any jurisdiction;
- 12.3.11. if the Merchant is undergoing or intend to undergo a material change of the Merchant's ownership structure; a change is material if it affects the ownership structure the Merchant has notified to PLAN-B in the Merchant Application or subsequent information update;
- 12.3.12. the Merchant is in material breach of this Agreement;
- 12.3.13. the Merchant is otherwise in breach of this Agreement and failed to remedy such breach within 10 working days of our notice to the Merchant that the Merchant is in breach of this Agreement;
- 12.4. For the purpose of clause 12.3.12, but without limiting the generality of its application, a material breach shall be deemed to exist if:
  - 12.4.1. the Merchant is in breach of any representation or warranty given in clause 18 or otherwise;
  - 12.4.2. the Merchant is fail to provide PLAN-B with any required security;
  - 12.4.3. the Merchant is 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;
  - 12.4.4. the Merchant are in repeated breach of this Agreement or any Card Scheme Rule; or the Merchant is in breach of any applicable law.

### **13. CHANGE OF TERMS AND CONDITIONS**

13.1. This Agreement is subject to change from time to time. Changes may be made by mutual agreement between the parties or by notice from PLAN-B to the Merchant under the following procedure:

13.2. We shall give the Merchant notice of any proposed change to this Agreement (a "Change Notice").

13.3. The proposed change shall come into effect automatically two weeks after receipt of the Change Notice unless the Merchant gives written notice to PLAN-B that the Merchant is object to the proposed changes in which case we shall treat the Merchant's objection as a termination notice terminating this Agreement on the date the changes would have come into effect.

13.4. 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. 13.3.

13.5. If no objection notice received by PLAN-B within the stipulated timeframe, the Merchant is deemed to have accepted the change.

13.6. The Merchant is the right to terminate this Agreement with immediate effect at any time before the change becomes effective.

### **14. TAXES**

14.1. It is the Merchant's responsibility to determine which, if any, taxes apply to any payments received by the Merchant 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.

14.2. 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.

14.3. 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.