



## Alternative Payments Terms and Conditions

This Terms and Conditions document is a legal agreement (hereinafter: "Agreement") between you, the business organization listed as the "Merchant" on the Service registration page (referred to as "you," "your"), and us, "UAB Alternative Payments" incorporated in the Republic of Lithuania, number 303429748, whose registered office is at Šiaulių g. 10-32, Vilnius, Lithuania, (referred to as "Alternative Payments", "we", "our" or "us"), website: [www.alternativepayments.com](http://www.alternativepayments.com).

UAB Alternative Payments is authorized financial institution regulated by the Bank of Lithuania, (Gedimino pr. 6, LT-01103, Vilnius, Lithuania, telephone no. +370 800 50 500), the register number 25. More information about the Bank of Lithuania is detailed by this link <https://www.lb.lt/en/>.

In addition to the present Agreement, the relationship between Alternative Payments and you related to provision of Services is also governed by legal acts applicable to you, agreements concluded with you, other agreements, rules and principles of reasonableness, justice, and fairness.

The present Agreement is a document of significant importance, which shall be carefully examined by you before you decide to register in the Merchant Portal and use services provided by Alternative Payments. Please read the terms of the present Agreement carefully before you decide to agree with them. The present Agreement defines the specific risks which may arise when using the Alternative Payments Services and provides guidelines for safe use of the Merchant Portal.

You are responsible for regularly reviewing these Terms and Conditions. We in our sole discretion may amend, revise or update these Terms and Conditions and any additional Terms and Conditions that may apply in our sole discretion and we will post the amended Terms and Conditions in the relevant section in your Merchant Portal and inform you about such changes in a manner indicated in the Section "Agreement Changes" of these Terms and Conditions.

This Agreement is created in English and Lithuanian language and both versions of the Agreement are available on the Alternative Payments website and are available for you before registering in the Alternative Payments System for review.

By agreeing to these Terms and Conditions, you are informed and you agree that all communication between you and Alternative Payments, information about any changes to the Services and the Fees, other important information will be provided in English, unless the Parties agree otherwise by concluding additional amendment to this Agreement.

By accepting this Agreement (ticking the check-box during the registration process) you are legally obliged to comply with the entire Agreement until Termination in accordance with this Agreement.

### Terminology

In this document the listed terms have the following meaning:

*“Alternative Payments Account”* - the account which is created when you register at AlternativePayments.com

*“Application Programming Interface (API)”* – a public technical interface for communication between account servicing payment service providers, payment initiation service providers, account information service providers, other payment service providers, payers and payees.

*“Beneficial Owner”* - a natural person that ultimately owns or controls more than 25% of the shares or voting rights of the business organization, i.e., the Merchant, and/or the natural person on whose behalf a transaction or activity is being conducted.

*“Business Day”* – a day when Alternative Payments provides its services, set by Alternative Payments. Alternative Payments can set different business days for different services, specifying them together with Fee Schedule.

*“Chargeback”* - a claim against a charge initiated by a Consumer with their bank, requesting a reversal of funds for a transaction.

*“Claim”* - a request for a refund by the Consumer, a refund is generated if the claim is substantiated.

*“Consent”* – consent of the Consumer to perform a Payment Transaction.

*“Consumer”/“Customer”* – the end user, a person or entity, that has made a purchase which will then result in a transaction in our payment processing system and its sale recorded in your Merchant Portal.

*“Commission fee”* – a fee (charge) applied by Alternative Payments for the payment transaction and/or related payment services, services linked to the Account or which is related to these services.

*“Declined Transaction”* – the transaction that has been rejected prior to receiving an approved status.

*“Durable medium”* – any instrument which enables the payment service user to store information addressed personally to that payment service user in a way accessible for future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the information stored.

*“Fee Schedule”* – our list of available payment methods and their respective service fees, the Fee Schedule is incorporated into this Agreement by reference.

*“Funds”* – banknotes and coins or scriptural money.

*“Insufficient Funds”* – means that there were insufficient funds in the Consumer’s account to cover the transaction amount.

*“Invalid Transactions”* – a negative response received from the Consumer’s bank that funds were unable to be transferred.

*“Merchant Identification”* – verification of your identity, your entity and/or your beneficial owners under the procedure laid down in the Merchant Portal.

*“Merchant Portal”* – your personal area in which you will be able to view all activities that happen on your processing account, such as statistics, reports, transactions, settlements, adjustments and invoices.

*“Payment Instrument”* – any personalized device and/or certain procedures agreed between the you and Alternative Payments and used by you for the initiation of a Payment order.

*“Payment Transfer”* – a payment transaction wherein funds are transferred to your payment account under the initiative of the Consumer.

*“Payment Order”* – an instruction by a payer or payee to its payment service provider requesting the execution of a payment transaction.

*“Payment Transaction”* – an act, initiated by the Consumer or you, of placing or transferring funds, irrespective of any underlying obligations between the you and the Consumer.

*“Password (Passwords)”* – any code created by Consumer and used for Strong Customer Authentication, or a code provided by you for access to the Merchant Profile and/or the Alternative Payments Account, or for the initiation, confirmation, and management of separate services of Alternative Payments, and/or initiation, authorization, implementation, confirmation, and reception of a Payment Transaction.

*“Payment Service User”* – a natural or legal person, other organization or its subdivision making use of a payment service in the capacity of either payer or payee, or both.

*“Payer”* – a natural (private) or legal person who has a payment account (accounts) in another (other) payment service provider’s institution (institutions) and allows to perform or submits Payment Orders from that payment account (accounts) using services provided by Alternative Payments.

*“Payee”* – a natural or legal person, another organization or its subdivision who are indicated in the Payment Order as the intended recipients of funds which have been the subject of a payment transaction.

*“Payment Service Provider (PSP)”* – in the institution of which the Payer has a payment account from which they intend to execute a transfer order (e.g. banks, other credit institutions, etc.). PSP shall be: credit institutions, electronic money institutions, payment institutions, post office giro institutions which are entitled under law to provide payment services, the European Central Bank and central banks of the Member States when not acting in their capacity as monetary authority or other public authorities, Member States or their regional and local authorities when not acting in their capacity as national, regional or local authorities.

*“Personal Data”* – any information related to the natural (private) person whose identity is known or can be directly or indirectly determined by using a personal code (national ID number) and one or more physical, physiological, psychological, economic, cultural, or social features specific to the individual.

“*Refund*” – an instruction initiated by you or your Consumer to return funds back to your Consumer. The Refund as described here differs from the Refund under the SEPA Direct Debit Scheme.

“*Reversal*” – any chargeback, refund, return or similar transaction event that would cause a reversal of payment (collectively, “the Reversals”).

“*SEPA Direct Debit Scheme Refund*” – the refund of your Consumer’s funds in accordance with the SEPA Direct Debit Scheme rules, as described in the SEPA Direct Debit Collection Service section of these Terms and Conditions.

“*Settlement Account*” – the bank account you provided to receive Settlement funds.

“*Settlement Funds*” – the funds due to you from the transactions you processed thru Alternative Payments less our processing fees.

“*SEPA*” – the area where citizens, companies and other actors will be able to make and receive payments in euro within the EU Member States (and certain other countries), whether between or within national boundaries under the same basic conditions, rights and obligations, regardless of their location”.

To see all SEPA countries please visit: <https://www.europeanpaymentscouncil.eu/>

“*SEPA Scheme Participant*” – a payment service provider which adhere to the EPC SEPA Scheme(s).

“*SEPA Direct Debit Collection Service*” – our service enabling you to collect payments in EUR from your Consumers holding EUR payment account in SEPA scheme participant. For this service activation, you may need to agree to additional Terms and Conditions.

“*Strong Customer Authentication*” – an authentication based on the use of two or more elements categorized as knowledge (something only the user knows), possession (something only the user possesses) and inherence (something the user is) that are independent, in that the breach of one does not compromise the reliability of the others, and is designed in such a way as to protect the confidentiality of the authentication data.

“*Third Party Providers*” – suppliers to which we are connected to for various services, these third-party providers are usually banks, financial institutions, clearing or settlement mechanisms, currency conversion services, identity verification services and etc.

“*Void Transaction*”, or “*voiding a transaction*” – the cancellation of the transaction and transfer of funds from the Consumer and is only available when the transaction has the pending status.

“*Unique Identifier*” – means a combination of letters, numbers or symbols specified to the payment service user by the payment service provider and used to identify unambiguously the payment service user and/or his payment account for a Payment transaction. The Unique Identifier may be the individual number expressed by International Bank Account Number (IBAN).

## **Section A: Our Service**

### **What We Do**

The Alternative Payments Service helps you receive and process payment transactions via alternative payments from your Consumers that need to pay you for goods and services. Our payment processing service supports commonly used local payment methods and credit card alternatives that are being used around the globe. They fall into classifications such as Direct Debits, Online Bank Transfers, Credit Transfers, Pre Paid Cards, Wallets and many others. We do not assume any liability for the products or services purchased using our Service.

You will be required to register with Alternative Payments to use the Service according to the steps shown in this document.

Our Service also includes optional software to help you manage one-time, recurring and subscription billing charges for your products and services.

We will provide you the Alternative Payments API and other programming to make it possible for you to use the Service.

It is your responsibility to get your Consumers' Consent to be billed in compliance with applicable legal requirements.

### **SEPA Direct Debit Collection Service**

For this service activation, you may need to agree to additional Terms and Conditions. SEPA Direct Debit Collection Service may require you to have SEPA Direct Debit Creditor Identifier (SEPA Creditor ID). SEPA Creditor ID can be issued by any SEPA scheme participating payment service provider. To see more about SEPA Creditor ID please visit: [www.europeanpaymentscouncil.eu/document-library/guidance-documents/creditor-identifier-overview](http://www.europeanpaymentscouncil.eu/document-library/guidance-documents/creditor-identifier-overview)

The SEPA Direct Debit Mandate is an agreement between you and your Consumer (i.e., your debtor) that you may collect payments from your Consumer's payment account. It is your responsibility to obtain the SEPA Direct Debit Mandate ("the Mandate") from your Consumer. We automatically assume that a valid Mandate exists. We are not bound by that Mandate. You must, at all times, store the Mandate and any amendments to that Mandate and be able to present a valid Mandate to us to serve as the basis of SEPA Direct Debit collections. If we ask to see the Mandate or any information related to collections or to a Mandate, you must provide us with such document or information immediately, and no later than 5 business days after request was made. You must retain the Mandate for a minimum of 13 months after the last collection is made under that Mandate, irrespective of whether the Mandate has been cancelled or not. Please note that the Mandate is no longer valid if it has not been used for 36 months.

Refund of collections is available under the SEPA Direct Debit Scheme. Your Consumer (i.e., the debtor) may request its payment service provider to refund a SEPA Direct Debit collection within eight weeks of the collection date ("Authorized Refund"). We cannot refuse to accept Authorized Refund initiated by your Consumer's payment service provider. Also, if your Consumer (i.e., your debtor) believes that a collection was unauthorized, he may request via his own payment service provider that we refund the SEPA Direct Debit collection. Your Consumer has up to 13 months after the collection date to make such a request.

If we receive a request for refund of a SEPA Direct Debit collection, you will be charged with the original collection amount plus our respective fees thereof. If you terminate the SEPA Direct Debit

Service with us, you agree that you will remain liable to us for the original collection amount plus our respective fees thereof and that we may institute debt recovery proceedings against you.

## **Section B: Registration**

### **Service Registration**

For the purpose of this Section the term “you” shall mean you, the natural person, as well as the business organization that you represent. You as the natural person must be authorized to act on behalf of the business and have the authority to bind the business to this Agreement.

To use the Service you have to register first. You are responsible to manage the Alternative Payments Account, and you can manage it via the Internet by logging in to the Merchant Portal Profile with the personal login name and Password and carrying out additional authentication (Strong Customer Authentication). At this point, we will collect basic information including your name, company name, business details, personal identity code, date of birth, company location, contact email address, tax identification number, phone number, and a current government-issued form of identification, as applicable in your region. If you have not already done so, you will also need to provide an email address and password for the creation of your Alternative Payments Account. It is solely your responsibility to keep all information in your Merchant Portal Profile current and valid. Depending on your geographical location, additional verifications may be requested, such as passport copy, business registration documents, shareholder listing, proof of address, etc. The list of documents is not exhaustive and only includes some of the most commonly required documents in the additional verification process.

Alternative Payments has also the right to demand from you to provide originals of the documents required by Alternative Payments and/or their copies and/or copies of documents approved by a notary or another person authorized by the state.

**Only business organizations are eligible for the Service registration.** The information about the beneficial owner of the business organization must be provided to us. Alternative Payments, in performing the obligation to identify the beneficiary, has the right to require to submit a valid list of participants of your entity. When submitting this list, you must confirm that it is relevant and accurate and that the listed persons control the shares of the legal person in their own name and not in the name of third parties. If the shares of your entity are controlled in the name of third persons, you must indicate these circumstances in addition, also specifying the third parties who are actually managing the shares. Alternative Payments has the right to refuse to provide services if it turns out that it is not possible to identify the beneficiaries of legal entity (e.g. if the beneficiaries of the legal entity are bearer shareholders).

The Alternative Payments Service is not available for money transfers or any other type of payments for personal, family, or household purposes.

We will ask you to provide information such as your business EIN or Tax ID, social security number, date of birth, and personal code, depending on your geographical location, we will verify and validate your identity to assess your business risk. We may also ask for a business license, other business documentation or, financial statements, connections with politicians, or other government-issued identification or any other information needed by law. If you do not provide the requested information within fourteen (14) days, we may have to terminate your Alternative Payments Account.

When you register for an Alternative Payments Account and from time to time thereafter, your Alternative Payments Account will be subject to verification, including, but not limited to, validation against third-party databases and the verification of one or more official government or legal documents that confirm the existence and the legitimacy of the business organization, identity of the persons representing the business organization and the identity of beneficial owner(s). You authorize Alternative Payments to make any inquiries necessary to validate the existence and legitimacy of the business organization, persons representing it and its beneficial owner(s).

Alternative Payments has the right to refuse you to register without indicating the reasons, however, Alternative Payments assures that the refusal to register will always be based on significant reasons which Alternative Payments does not have to or does not have the right to reveal.

When registering in the Merchant Portal, first of all, a Profile for you is created. The Profile is personal, thus each representative who has the rights to manage the Profile shall register in the Merchant Portal, create their personal Profile, and perform the identification procedure required by the Merchant Portal.

The Account can be opened by you as a representative of your entity. By registering in the Merchant Portal, you confirm that you are duly elected or appointed to represent your entity, also that the entity is properly established and operates lawfully. You must provide the documents specified in the Merchant Portal in order to be duly verified under the procedures laid down in the Merchant Portal. When you are opening the Account, you have the right to grant the rights to manage the Account to other authorized persons after they register in the Merchant Portal and create their own personal Profiles.

The Agreement comes into force after you have registered on the Merchant Portal, learned the terms and conditions of the present Agreement, and electronically expressed their consent to comply with them (by ticking the check-box).

You confirm that you have provided the correct data when registering in the Merchant Portal and, if there is a need to change or add data, you will submit correct data only. You shall bear any losses that may occur due to the submission of invalid data. In order for Alternative Payments to start or continue the provision of Services, you shall confirm the Profile, the provision of a new Service or a part of a Service, and perform the client identification procedure under the circumstances and procedures set out in the Agreement or in the Merchant Portal. The client identification procedure, confirmation of the Profile, and provision of new Services is performed in order to ensure the protection of the interests of the Alternative Payments and you.

Alternative Payments has the right to demand data and/or documents that would help Alternative Payments identify you and/or receive significant information necessary for proper provision of Alternative Payments Services to you. Specific data and/or documents to be submitted shall be indicated in the message about the necessity to perform client identification or other verification procedures.

Alternative Payments has the right to demand additional information and/or documents related to you or yours transactions, and has the right to suspend a transaction until you provide additional information and/or documents related to the suspended transaction.

Alternative Payments also has the right to request from you to fill in and periodically update some data. If you do not provide additional information and/or documents within a reasonable time

period set by Alternative Payments, we have the right to suspend the provision of all or a part of the Services. Alternative Payments has the right to demand that all documents and information are submitted in English.

You shall receive a notification about the confirmation of the Merchant Portal Profile, provision of a new Service, or renewed provision of a suspended Service via the email address that was specified by you during registration in the System.

If you did not log in to the Merchant Profile and perform transactions in the Account for more than 12 (twelve) months, Alternative Payments shall deem the Profile and the Account(s) are not in use (inactive). Alternative Payments has the right to terminate the Agreement and close the Profile and the Account(s), informing you about the inactive Profiles and Accounts 60 (sixty) days prior to termination, provided the Profiles and Accounts are not in use (you have not made any Payment transactions) and there are no funds in the Accounts. If at least one inactive Account has funds in it, the balance on such Account (which is inactive) shall be issued to you or, at your instruction, transferred to another account no later than five working days after receipt of the relevant written statement from you.

Alternative Payments shall keep that account open for a period of 12 months, and if you fail to appear and if it is not possible to contact you after that time, Alternative Payments shall close such account. If any funds remain in the account, Alternative Payments will transfer such funds to its internal accounts.

### **Permission to Handle Funds**

When you accept this Agreement, you give us permission to receive, hold and disburse funds on your behalf. Settlement funds will be held in a deposit account at our bank before the funds are disbursed to you according to the terms of this Agreement. You agree that you are not entitled to any interest or other compensation including currency exchange rate fluctuations associated with the Settlement funds held by us pending Settlement to your Settlement Account, that you have no right to direct these funds, and that you may not assign any interest in these funds. The settlement information is not meant in any way to be considered a deposit or other obligation of ours. It is for reporting and informational purposes only, and you are not entitled to and have no ownership or other rights in the Settlement funds until such funds are credited to your Settlement Account. Your permissions will remain in full force and effect until your Alternative Payments Account is closed or terminated.

### **Merchant Support**

As a courtesy, we will provide you with Merchant support to resolve any issues related to your Alternative Payments Account, your payment processing in the use of our Service, and the payment of Settlement funds to your Settlement Account. However, you, and only you are responsible for giving Consumer support to your Consumers for all issues related to your products and services.

### **Taxes**

It is your obligation to take appropriate action to know what taxes if any, apply to the sale of your products and services and/or the payments you get through the use of the Service ("Taxes"). It is also your obligation to assess, collect, report or pay the correct amount to the proper tax authority. We do not determine, calculate, collect or pay your taxes on your behalf. As might be required by

law or competent authority you acknowledge that we may report to the relevant tax authority the total amount of the settlements you receive each calendar year.

## **Security and Preventing Fraud**

We are responsible for ensuring the security of the data that is in our possession and will take all commercially reasonable procedures to protect all data stored in our servers such as your personal information as well as your Consumers' data that is stored in our servers from unauthorized access and / or accidental loss or modification. On the other hand, we can't promise that unapproved outsiders will never have the capacity to outwit those measures or use such personal data for their purposes. You recognize that you give this personal data at your own risk. To know what information we collect, and how we use and protect it, please take a look at our [Privacy Policy](#).

It is your responsibility to verify the identity of your Consumers and to determine their eligibility to purchase your products and services. We do not guarantee or assume any liability for transactions authorized and completed which may later be reversed or charged back. All reversed or charged back transactions are your responsibility, no matter the reason for the Reversal or Chargeback, or when it happened.

Alternative Payments may give or recommend fraud prevention security techniques and controls ("Security Controls"). These Security Controls may incorporate procedures or applications that are created by Alternative Payments or by other providers. It is your responsibility to review all Security Controls and choose the options that are suitable for your business or use Security Controls not provided by us. If you disable or neglect to properly use Security Controls you could be exposed to unauthorized transactions. Remember that you are responsible for the use of any lost or stolen information that is being used to buy products or services from your business.

You are completely responsible for the safety of your email passwords and all the other instruments used by you, as well as your login passwords. The Passwords are secret information, and you are responsible for its disclosure and for all operations performed after the Password used by you for a relevant Profile or another Payment Instrument is input. Alternative Payments recommends to memorize the Passwords and not to write them down or input to any instruments where they can be seen by other persons.

On the Alternative Payments website you can find recommendations what you can do to prevent future security risks.

You grant Alternative Payments the right to undertake the necessary measures, including but not limited to, submitting requests to third persons directly or via third parties in order to determine the yours identity and accuracy of other data submitted by you. You are responsible to protect and not to disclose any Passwords, created by you or provided to you under the present Agreement, or other personalized security features to third persons and not to allow other persons to use services under the name of you.

If you have not complied with this obligation and/or could, but has not prevented it and/or performed such actions on purpose or due to own negligence, you fully assume the losses and undertake to reimburse the losses of other persons incurred due to the yours indicated actions or failure to act.

In the event of loss of an Account Password or other Passwords by you or the Password(s) are disclosed not due to the yours fault or Alternative Payments, or in case a real threat has occurred or may occur to the yours Profile, you undertake to change the Passwords immediately or, if you do not have the possibility to do that, notify Alternative Payments thereof immediately by sending an e-mail and by making a phone call to the Alternative Payments at the same time. After Alternative Payments receives the notification from you, Alternative Payments shall immediately suspend access to the Profile and the provision of Alternative Payments services until a new password is provided or created for you.

As soon as you are aware of the loss, theft, misappropriation or fraudulent use of a payment instrument, you must immediately notify Alternative Payments. The notification shall be submitted to Alternative Payments through the Merchant Portal and by sending an e-mail or by making a phone call to the Alternative Payments at the same time.

If you notice any suspicious activity on your Account and think that third persons may have logged in to it for the using of the Services, you shall:

- immediately inform Alternative Payments thereof at any time and request to block your Account
- in order to continue to use the Account, you make the verification again. Only after the successful verification, you will be entitled to receive new Password / other additional account confirmation instruments on request.

You are liable for any losses caused by unauthorized Payment transaction if such losses incurred to you due to the yours not honest actions or acting intentionally or due to the gross negligence suffered from them acting in bad faith or intent, or due to gross negligence or not fulfilling one or more of the obligations set forth this Agreement and additional agreements signed between you and Alternative Payments. In case of possible fraud made by you, Alternative Payments informs about such suspicious the supervisory authority Bank of Lithuania in accordance with the rules of such notice prepared by supervisory authority Bank of Lithuania.

You are obligated to inform Alternative Payments in writing about the unauthorized or improperly executed Payment transactions, including the noticed mistakes, inaccuracies in the extract immediately from the acknowledgement of such circumstances and in any case not later than 13 (thirteen) months from the debit date.

If Payment transaction was not authorized you, Alternative Payments without undue delay, but no later than by the end of the next Business Day, returns the amount of the unauthorized Payment transaction to you and, where applicable, - restores the balance of the Account from which this amount was written down and which would have existed if the unauthorized Payment transaction had not been executed, unless Alternative Payments has reasonable suspicion of the fraud and informs about such suspicion the supervisory authority Bank of Lithuania in accordance with the rules of such notice prepared by supervisory authority Bank of Lithuania.

Alternative Payments is obligated to inform you about the suspected or executed fraud by other persons or the threats for the security of Services by sending a message to Merchant Portal and by choosing one additional option from the following – by e-mail, by telephone or other method which is safe and the most suitable to the particular situation at that time.

## **Privacy Issues**

We guarantee you that we are in compliance with all applicable privacy laws. You assure us that you are and will always be in compliance with all applicable privacy laws. You also assure us that you have all the necessary legal rights and permissions to disclose to us – or allow us to collect, use, keep, and disclose – any data that you provide to us or permit us to collect, including information that we may collect directly from your Consumers via cookies or other means. It is your responsibility to tell your Consumers that Alternative Payments is processing transactions on your behalf and obtaining data from these Consumers.

If you receive information about others through the use of the Service, you must keep this information confidential and may only use it in relation to the Service. You are not allowed to disclose or distribute any such information to a third party or use any such information for marketing purposes.

All privacy issues, explanations and details are described in our Privacy Policy which is provided to you before the registration process is finished. You will also be asked to agree to our Privacy Policy by ticking the relevant and separate checkbox next to the document.

### **Limited Use**

You have to obey all rules and regulations that apply to the use of the Service. You also agree that you will not, or allow any third party to (i) access or attempt to access Alternative Payments' systems, programs, or data that are not publicly available; (ii) copy, reproduce, republish, upload, post, transmit, resell, or distribute material from Alternative Payments; (iii) transfer any rights given to you under this Agreement; (iv) work around any of the technical limitations of the Service, use any tool to enable features or functionalities that are otherwise disabled in the Service; (v) perform or attempt to perform any actions that would interfere with the normal operation of the Service, prevent access to the Service by our other users, or impose an unreasonable or disproportionately large load on our infrastructure; or (vi) otherwise use the Service except as expressly allowed under this Agreement.

### **Unauthorized or Illegal Use**

We can refuse to authorize or settle any transaction you submit which we believe violates this Agreement or exposes you, other Alternative Payments System users, our Third Party Providers, or to harm Alternative Payments, including but not limited to fraud and other criminal acts. By signing this Agreement, you give us permission to share information with law enforcement about you, your transactions, or your Alternative Payments Account if we reasonably suspect that your use of Alternative Payments has been for an unauthorized, illegal, or criminal purpose.

### **Disclosures and Notices**

We may post disclosures and notices regarding the Service to you on your Merchant Portal and send them to the email address listed in your Merchant Portal. You agree that electronic disclosures and notices have the same meaning and effect as if we had provided you with a paper copy. We will consider those disclosures and notices as received by you within 24 hours of the time it is posted to your Merchant Portal or emailed to you.

### **Email Link Services**

We do not allow the use of e-mail link services with any of our payment options.

## **Prohibited Businesses**

There are certain categories of businesses and business practices that we cannot accept for the Service (“Prohibited Businesses”). Alternative Payments Service cannot be provided to illegal business which is prohibited by law. Please find below our Prohibited Businesses List. By registering for Alternative Payments Account, you confirm that you will not use the Service to accept payments in connection with any categories listed on the Prohibited Businesses List. If you are not sure whether your business is a Prohibited Business, or have questions about how these requirements apply to you, please contact us.

## **Restricted Businesses**

There are certain categories of business and business practices that are accepted for the Service only upon separate approval (“Restricted Businesses”). It is within Alternative Payments’ sole discretion which restricted business practice will be accepted for the Service. Please find below our Restricted Businesses List, if you are not sure whether your business is a Restricted Business, or have questions about how these requirements apply to you, please contact us. We reserve the right to refuse to accept businesses that are directly or indirectly connected to politically exposed persons.

## **Region & Country Refuse**

Not all world’s regions and countries are eligible for the Service Registration. It is within Alternative Payments’ sole discretion to decide which business organization is eligible for the Service Registration.

## **Section C: Transactions and Settlements**

### **Transactions**

You will find all your processed transactions when you log in to your Merchant Portal. You agree to notify us within sixty (60) days in writing if you find any inaccuracy or error in the processed transaction data in your Merchant Portal. We will investigate any reported inaccuracy and attempt to rectify any errors that you or we discover. If we find that we owe you money as a result of such investigation we will transfer the funds to your Settlement Account when your next Settlement is due.

If you submit or cause us to process transactions erroneously, you agree to contact us immediately. We will investigate any reported errors and attempt to rectify any errors that you or we discover by crediting or debiting your Settlement Account accordingly. If you do not notify us of a processing error within thirty (30) days of when it first appears on your electronic transaction history we will take it to mean you have waived any right to amounts owed to you.

### **Payment Order**

Payment Orders for payments within the Alternative Payments System are executed immediately (up to a few minutes, unless the Payment Transaction is suspended due to cases set forth by legal acts and the present Agreement), regardless of business hours of Alternative Payments.

Alternative Payments has the right to record and store any Payment Orders submitted by any of the means agreed on with Alternative Payments, and to record and store information about all

Payment Transactions performed by you or according to your Payment Orders. Records mentioned in the present clause may be submitted by Alternative Payments to you and/or third persons who have the right to receive such data under the basis set forth in the legislation, as evidence confirming the submission of Payment Orders and/or executed Payment Transactions.

Alternative Payments has the right to refuse to execute a Payment Order in case of a reasonable doubt that the Payment Order has been submitted by you or to you, or that submitted documents are not in line with the requirements set forth by legislation and/or Alternative Payments, or Alternative Payments has reasonable doubt regarding the authenticity and veracity of documents. If Alternative Payments has reasonable suspicion that the Payment Order has been submitted not by you, to you or suspicion regarding the authenticity of the submitted documents, or other suspicion regarding the legitimacy or the content of the submitted Payment Order, Alternative Payments has the right to demand from you to additionally confirm the submitted Payment Order and/or submit documents confirming the rights of persons to manage the funds held on the Account or other documents indicated by Alternative Payments in a way acceptable to Alternative Payments at your expense. In cases mentioned in this clause, Alternative Payments acts with the aim to protect your legal interests, Alternative Payments, and/or other persons, thus, Alternative Payments does not undertake the responsibility for losses which may arise due to refusal to execute the submitted Payment Order.

Alternative Payments has the right to involve third parties to partially or fully execute the Payment Order, if yours interests and/or the essence of the Payment Order require so. In cases where the Payment Order requires sending and executing the Payment Order further through another financial institution, but this institution suspends the Payment Order, Alternative Payments is not responsible for such actions of the financial institution, but makes attempts to find out the reasons for the suspension of the Payment Order. Alternative Payments has the right to suspend and/or terminate the execution of the Payment Order, if required by law or in case it is necessary for other reasons beyond the control of Alternative Payments. In case Alternative Payments refuses to execute a Payment Order submitted by you, Alternative Payments shall immediately notify you thereof, or create the necessary conditions for you to get acquainted with such a notification, except when such notification is technically impossible or forbidden by legal acts. Alternative Payments shall not accept and execute Payment Orders to perform operations on the Account if funds on the Account are arrested.

In case where you are the Payer, the Payment Order is considered received by the Alternative Payments on the day of its reception, or, if the moment of reception of the Payment Order is not the Business Day of the Alternative Payments, the Payment Order is considered received on the next Business Day of the Alternative Payments.

The Payment Order that was received by Alternative Payments on the Business Day of the Alternative Payments, but not on business hours set by the Alternative Payments, is considered received on the next business day of the Alternative Payments.

If you are initiating a Payment Order and the Alternative Payments agrees that execution of the Payment Order shall start on a specific day or at the end of a certain period or on the day on which the Payer has put funds at the Alternative Payment's disposal, the time of receipt is deemed to be the agreed day. If the agreed day is not a Business Day for the Alternative Payments, the Payment Order received shall be deemed to have been received on the following Business Day.

When the Payment transaction shall be executed in euro in the Republic of Lithuania or other Member States and you are the Payer, the Alternative Payments ensures that the amount of the

Payment transaction is credited to the account of the Payment Service Provider of the Payee until the end of the nearest business day, except the exceptions foreseen in the clause below.

Where payment transfers in the Republic of Lithuania are made in euro, the Payer's Payment Service Provider shall ensure that after the Payment Order is received, the amount of the Payment transaction is credited to the Payee's Payment Service Provider's account on the same Business day, if the Payment Order is received on that business day by 12 noon. If the Payment Order is received after 12 noon, the Payer's Payment Service Provider shall ensure that the amount of the Payment transaction is credited to the Payee's Payment Service Provider account no later than the following Business day. You agree that the Payment Order shall be executed on specific day or at the end of certain period or at the day when the Payer provides amount to its Payment Service Provider. In such case the Payment Service Provider of the Payer shall ensure that the amount of the Payment transaction is credited to the Payee's Payment Service Provider's account on the day of the execution of the Payment Order, and on the next Business day when the Payment Order is not executed by the Payment Service Provider.

When the Payment transaction shall be executed in the currencies of non-euro area Member States in the Republic of Lithuania and to other Member States and you are the Payer, the Alternative Payments ensures that the amount of the Payment transaction is credited to the account of the Payment Service Provider of the Payee until the end of the nearest Business day but not later than within 4 (four) Business days after receipt of the Payment Order by the Alternative Payments.

This Agreement or other documents (e.g., requests, applications, questionnaires) may establish a maximum spending limits for Payment transactions.

### **Unique Identifier, Provision and Cancellation of the Consent, Cancellation of the Payment Order**

The Payment Transaction is considered authorized only if consent is provided. Consent can be provided in the manner determined by Alternative Payments. Consent is confirmed by electronic signature, password, codes, and/or other identity verification means. The Consent is submitted prior to the execution of the Payment Transaction. In the case of a direct debit, the Consent must be given to Alternative Payments and in the cases established by Alternative Payments such Consent may be given to the Payee or to the Payee's payment service provider.

The Payment Order cannot be canceled after Alternative Payments has received it, except for the cases described in the Agreement.

Unique Identifier shall be provided in order for a Payment Order to be properly initiated or executed. Alternative Payments shall credit the funds to and debit them from the Account according to the Unique Identifier specified in the Payment Order.

In case that incorrect data are provided (unique identifiers) to Alternative Payments, and the Payment Order is executed according to the provided data (e.g. the Consumer indicates a wrong account number), it shall be considered that Alternative Payments has fulfilled its obligations properly and shall not repay the transferred amount. Alternative Payments commits to take all necessary actions to track the payment transaction and will seek to return the funds of the payment transaction, however, in the event of failure to do so, you shall directly contact the person who has received the transfer, on the issue of returning the money.

You are obligated to provide detailed and precise information to the Consumer, so that the Payment Order for the Payment Transaction in all cases complies with the instructions in the Merchant Portal and is valid at the moment of transfer. When Alternative Payments receives a Payment Order but the funds cannot be credited due to errors in the Payment Order or insufficiency of information, and neither the Consumer nor you have contacted Alternative Payments for specification of the Payment Order or return of the funds, Alternative Payments undertakes all possible measures to track the Payment Transaction in order to receive accurate information and execute the Payment Order.

You are informed and agreed that the Alternative Payments has the right to request additional and/or other mandatory information (for example amount and currency, Payee's name, surname/name of the legal entity/code of the payment) which must be submitted to the Alternative Payments in order to execute properly the Payment Order.

In case you initiate the Payment Order by identifying a Unique Identifier, such Payment Order shall be deemed to be executed properly, if it was executed according to the specified Unique Identifier. Alternative Payments has the right, but it is not obliged to check whether the Unique Identifier presented in the Payment Order corresponds to the account holder's name and surname (name).

Alternative Payments has the right to block your Account (to stop the execution of the Payment Transaction at all or partly) and/or the Payment Instrument if such instrument has been given to you in such cases as follows:

- in case of the objectively justified reasons related to the security of the funds and/or the payment instrument in the Account, the alleged unauthorized or fraudulent use of the funds and/or the Payment instrument in the Account
- in case if you do not follow with the terms of the present Agreement
- in case if Alternative Payments has the reasonable suspicions that funds in the Account may be used by the other persons for the unlawful actions, including but not limited to the commission of criminal activities
- in case of other basis set forth by applicable laws of the Republic of Lithuania and/or the cases indicated in the additional agreements signed between you and Alternative Payments.

If the Unique Identifier is presented to Alternative Payments with the Account to be credited or debited from the Account, the Payment Order is deemed to be executed properly if it was executed according to the specified Unique Identifier. If Alternative Payments carries out the said inspection (for example, due to the prevention of money laundering risk) and find out clear mismatch between the Unique Identifier submitted to Alternative Payments and the account holder's name, Alternative Payments shall have the right not to execute such Payment Order.

If you (Payer) initiate properly the Payment Order and the Payment transaction is not executed or executed improperly, Alternative Payments, at your request, shall immediately and without charge take measures to trace the Payment transaction and to inform you about results of the search.

### **Sending Notifications**

You confirm that you agree that Alternative Payments notifications will be provided to you by placing them on the Merchant Portal and additionally by sending an e-mail or by making a phone

call at the same time, which was indicated by you at the time of registration in the Merchant Portal. You acknowledge that Alternative Payments notifications, shall be deemed as properly provided.

You shall be informed about amendments to the Agreement 60 (sixty) days in advance.

Non-essential amendments of the Agreement are style and grammar corrections, paraphrasing and moving a sentence, a clause or an article of the Agreement for the sake of better understanding; provision of examples for articles and other changes which do not reduce or limit the rights of you and do not increase the liability or aggravate their situation.

You undertake to publish on your Profile and, in case of amendments, immediately update the contact data (telephone number, email address, and post address), which Alternative Payments could use to urgently contact you. In case you do not update the contact data on your Profile, all consequences due to the failure of Alternative Payments to submit notifications to you shall fall on you.

In order to protect your money from possible illegal actions of third persons, you shall also immediately inform Alternative Payments about theft or other loss of the personal identity document by making a phone call, sending an e-mail to Alternative Payments or in another way.

Alternative Payments may change the solution for technical integration of services without constraint and at any time. Notification about any changes which require corrections in the software shall be sent at least 90 (ninety) days in advance. Changes, required from your side, shall be made at your expense.

You and Alternative Payments shall immediately inform each other about any circumstances significant for the execution of the Agreement. You shall submit documents substantiating such circumstances (e.g. changes in the name, address, email address, phone number, and other contact data; changes of your's authorized to manage funds on the Account; changes in signatures; initiation and opening of restructuring or bankruptcy proceedings against you; liquidation, reorganization, or restructuring, etc.), regardless of whether this information has already been transferred to public registers or not.

## **Settlements**

All transactions are processed in the currency of the payment method, but where appropriate, following the transaction, we may convert the transaction currency into USD or EUR. You recognize and agree that we won't be liable for any fluctuations in exchange rates or conversion errors by Third Party Providers we use for currency conversion. The exchange rate will be the rate at the time your Settlement has been generated.

We will settle funds from your transactions less our Fees to your settlement bank account ("Settlement Account") which you provided in your Merchant Portal at the time of registration for your Alternative Payments Account. We will provide you with an Invoice for our Fees. You are responsible for the accuracy and correctness of the information regarding your Settlement Account. Funds for any given transaction will not be settled to your Settlement Account until we have received such funds. You will find the actual date of the Settlement funds transfer initiation to your Settlement Account in your Merchant Portal.

We reserve the right to change the Settlement funds transfer initiation date or suspend transferring of Settlement funds to your Settlement Account if we find it necessary to do so

because of pending disputes, excessive or anticipated excessive chargebacks or refunds, or other suspicious activity associated with your use of the Service, or if required by law or court order.

After each initiated Settlement funds transfer to your Settlement Account, we will update the information in your Merchant Portal to reflect the Settlement that was processed. All processed transactions that are settled with the Service will be available to you when you log in to your Merchant Portal. Except as required by law, it is your responsibility to compile and retain permanent records of all transactions and other data associated with your Alternative Payments Account and your use of the Service. Alternative Payments is not responsible for maintaining a transaction history or other records to fulfill your record retention obligations.

### **Non-payment of Remittance**

We will not be liable for any remittance that is unpaid due to transactions that are ineligible, fraudulent, illegal, or that violate the rules of applicable laws; transactions the Consumer claims to have been performed without their consent; or transactions in which the Consumer disputes any liability because the merchandise or services were not received or were returned, rejected, defective, or because you failed to perform your obligations in connection with such merchandise or services.

### **Multi-Currency Processing and Settlements**

We may offer you the option to receive Settlement funds in your Settlement Account in a currency different from the one in which you accepted payments from your Consumer (“Multi-Currency Processing”). To use this service, you must provide us with a bank account for each currency for which you request the settlement, based on the list of available settlement currencies located in your Merchant Portal. We may add or remove currencies from the list of available settlement currencies at any time. If you use Multi-Currency Processing, we will identify at the time of the transaction creation (for example, through our API response), the conversion rate that will apply to the transaction currency conversion. You agree that we will not be liable for any currency fluctuations. If there is a transaction reversal, the conversion rate that will apply will be the rate in effect at the time of the transaction reversal. You may also change the Settlement Account information or other settings associated with your use of Multi-Currency Processing, but any such changes will only affect subsequent transactions.

Foreign currency exchange rates are provided to you before the Payment Order is placed. Currency exchange is based on the exchange rate of Alternative Payments, which is valid at the moment of conversion and is constantly updated and published on the Merchant Portal.

Alternative Payments applies the changed basic exchange rate of currency immediately without a separate notice. Alternative Payments informs you about such changes in a manner described in this Agreement.

In case the currency of a Payment Order to execute the Payment transaction is different from the currency in which the Account is debited, the conversion of such currencies shall be performed in accordance with the procedure established by Alternative Payments published on the Merchant Portal.

### **Chargebacks**

A Chargeback is typically caused when a Consumer disputes a charge that appears on their bank account statement bill. A Chargeback may result in the reversal of a transaction, which consists of the original transaction amount plus any applicable Chargeback associated fees. You can be assessed Chargebacks for (i) Consumer disputes, or (ii) unauthorized or improperly authorized transactions, or (iii) transactions that do not comply with the terms of this Agreement or are allegedly unlawful or suspicious.

When a Chargeback is issued, you are immediately liable to Alternative Payments for the full amount of payment of the Chargeback plus any associated fees, fines, expenses or penalties. You agree that Alternative Payments may recover these amounts by debiting your Settlement Account associated with your Alternative Payments Account, debiting your Reserve, or setting off any amounts owed to you by us thru your Merchant Portal. If we are unable to recover funds related to a Chargeback for which you are liable, you are required to pay us the full amount of the Chargeback plus any incurred fees immediately upon demand. You agree to pay all costs and expenses, including without limitation attorney fees and other legal expenses, incurred by or on behalf of us in connection with the collection of any unpaid Chargebacks unpaid by you.

Further, if we believe that a Chargeback is likely to occur with any transaction, we may withhold the amount of the potential Chargeback from the Settlement funds which are otherwise due to you under this Agreement until such time that: (a) a Chargeback is actually assessed, in which case we will retain the funds; (b) the period of time under applicable law or regulation by which the Consumer may dispute the transaction; or (c) we determine that a Chargeback on the transaction will not occur.

We reserve the right to start a recovery process for all Chargebacks on your behalf. Once we recover a Chargeback successfully it will be credited to your Settlement Account, less our recovery service fees. You have the choice to opt out of this service via your Merchant Portal.

It may arise that Alternative Payments determines that you are incurring excessive Chargebacks. Excessive Chargebacks may result in additional fees, penalties, or fines. Excessive Chargebacks may also result in (a) additional controls and restrictions to your use of the Service, including without limitation, (i) changes to the terms of your Reserve, (ii) increases to your applicable fees, or (iii) delays in your Settlement; (iv) modification of your allowed product offerings or (b) possible suspension or termination of your Alternative Payments Account and access to the Service.

## **Reserve**

We retain the right to withhold a percentage of the gross transaction amount (the "Reserve") on all services rendered for security against future Reversals, as stated in the Fee schedule.

The Reserve will be held according to the schedule stated in the Fee Schedule. You acknowledge and give us permission to deduct the amount for any type of the Reversal from the Reserve held under this Agreement. You remain responsible for the payment of any Reversal, fees, fines, penalties or any other cost that exceed your Reserve amount.

Notwithstanding the foregoing, we retain the right to place a hold on the entire Reserve funds accumulated until (i) all Reversals have cleared our system or, (ii) the allotted time for Chargebacks or other Reversals in our sole discretion has expired or, (iii) we have completed all necessary Refunds, Chargebacks, deductions or other Reversals and/or (iv) we receive the applicable fee for the gross transaction amount as described in the Fee Schedule.

We retain the right to increase the Reserve, in order to cover any potential Reversals.

You agree and give Alternative Payments permission to increase the Reserve in the event that your accumulated Reserve funds are insufficient and therefore prevents you to cover any Reversals or any amounts due to Alternative Payments before, during and/or after the termination of this Agreement. Alternative Payments retains the right to also increase the Reserve percentage by withholding a portion of the Settlement funds.

You grant Alternative Payments a lien and security interest in the Reserve, all payment transactions (including future transactions), all Settlement amount and any rights to receive funds under this Agreement, and all deposits and other property of yours, possessed or maintained by us on your behalf. You will execute, deliver, and pay the fees for any documents we request to create, perfect, maintain and enforce this security interest.

### **Our Fees**

For providing the Service described in this Agreement you agree to pay the fees ("Fees") we assess for your Alternative Payments Account. The Fees will be calculated according to the Fee Schedule incorporated into this Agreement by reference. We reserve the right to revise our Fees at any time, with a sixty (60) day notice period to you.

Unless otherwise indicated, fees are quoted in Euro.

You acknowledge that you are also responsible for any penalties or fines imposed on Alternative Payments or directly to you by Third Party Providers or financial authorities as a result of your activities.

Depending on the complexity of a provided service and/or your risk level, Alternative Payments has the right to set individual fee for you, which differs from the standard fee applied by Alternative Payments. Such fees shall be applied to you as of the day the Account is opened (or from the first enhanced merchant verification) or within 60 (sixty) days from the day you are informed about the application of individual fees. If you disagree with the applied fees, you have the right to terminate the Agreement till the day the fees comes into force.

You confirm that you have carefully studied the Fee Schedule that are applied and relevant to you.

Alternative Payments has the right to deduct Fee from the Account where the Payment Transaction has been performed or from any other Alternative Payments Account opened by you. Fee shall be paid in the currency indicated in the Agreement, the Fee Schedule, or on the websites referenced in the present Agreement.

You undertake to ensure a sufficient amount of money in your account to pay or deduct the Fee. If the amount of funds in the indicated currency is insufficient to cover the Fee, Alternative Payments has the right, but not the obligation, to deduct the Fee from funds held in the Account in another currency, converting the currency into the necessary one in accordance with the currency exchange rate applied by Alternative Payments. The standard Alternative Payments currency exchange rate is published here. If there is money in several different currencies, Alternative Payments may exchange it to the payable currency by the alphabetical order of the international abbreviations of the currencies.

Where the Alternative Payments has no possibility to deduct any Fee for the provided Services from the balance of your Account, the Alternative Payments shall issue the separate invoice for the amount owed. Invoices are payable within 10 (ten) days of the date of the invoice. In case of overdue payments, the Alternative Payments reserves the right to charge default interest in the amount of 0,02% and/or terminate this Agreement with immediate effect by giving written notice to you.

In case during the performance of the Payment transaction there are not enough funds for execution of Payment transaction and payment of Fee in your Account, Alternative Payments shall have the right to refuse to execute the Payment transaction.

### **Your Liabilities**

All Reversals, Chargebacks, Fines, Fees, Penalties and any other liabilities relating to your use of the Service and your breach of this Agreement are your responsibility. You are responsible for any illegal or fraudulent transactions related to your business, and for selecting and implementing security controls that are appropriate for your business. You agree to reimburse your Consumers, Alternative Payments and any other related person or entity for any such liabilities.

You understand that we do not establish or control the amounts charged for any Reversals passed on by Third Party Providers and that the amount of any Reversal is subject to the final outcome as determined by the Third Party Providers.

### **Our Collection Rights**

We may collect any funds you owe us under this Agreement to the extent permitted by law and by subtracting the amount you owe us from your Reserve or from your Settlement funds. Fees will be assessed at the time a transaction is processed and will be first deducted from the funds received for such transactions. If the Settlement funds or Reserve are not sufficient to meet your obligations to us, we may charge or debit the Settlement Account or credit card which is registered in your Alternative Payments Account for any amounts owed to us. We will consider it a breach of this Agreement if you fail to fully pay on demand the amounts that you owe us. You will be liable for our costs associated with the collection in addition to the amount owed, including without limitation attorney fees and expenses, costs of any arbitration or court proceeding, collection agency fees, and any applicable interest.

### **Shipping, Refunds, and Claims**

Your website must contain all of the following information to be accepted and compliant with our standards use the Service:

- complete description of the goods or services offered
- merchandise refund policy
- Consumer service contact, including electronic e-mail address and/or telephone number
- transaction currency
- export or legal restrictions
- delivery policy
- privacy policy
- terms of use.

Please note that if you provide the services or sell goods to individuals in the European Union you guarantee your Privacy Policy and the manner in which you protect your Consumers' personal data are fully General Data Protection Regulation (GDPR) compliant in order to be accepted to use the Service.

In addition, you shall make visible to your Consumers that you choose Alternative Payments as your payment service provider as well as Alternative Payments contact details in case your Consumers would like to exercise their rights under GDPR towards Alternative Payments.

You agree to make digital purchases available, and or ship physical goods to the Consumer immediately after the transaction status is determined to be "Funded" (not after the Settlement funds have been transferred to your Settlement Account) unless other delivery arrangements have been made or the transaction was declined. If there will be additional delays after the transaction was processed (e.g., out of stock), you must notify the Consumer at the time of the transaction takes place.

All Refunds to your Consumers must be for the exact full amount of the original transaction including tax and handling charges, if applicable.

To process the Refunds, Alternative Payments will deduct the refund amount (including any applicable fees) from (i) Settlement funds owed to you from the processing of other transactions, or (ii) funds in your Reserve. If these funds are not sufficient, you authorize Alternative Payments to debit your Settlement Account in the amount necessary to complete the refund transaction to the Consumer's account. If we cannot access your Settlement Account by debit, you agree to pay all funds owed to Alternative Payments upon demand. It is your responsibility to accept and process returns of your products and services; we have no responsibility or obligation to process such returns.

## **Claims**

The Claim is a request for a Refund by the Consumer. A Refund is generated if the Claim is substantiated. You will be responsible for reimbursing Alternative Payments for your liability for a Refund which includes the full purchase price of the item plus any additional cost (and in some cases, you may not receive the item back). Fees paid to Alternative Payments are non-refundable.

You cannot compel us to handle what we would determine to be an unacceptable frequency of complaints, inquiries, Chargebacks, Refunds, or penalties from your Consumers regarding your products or services. Any of those are solely your responsibility.

Regardless, you agree that we may contact and speak directly with your Consumers concerning any sale or transaction submitted to, or through Alternative Payments.

You agree to provide us when requested, any information, proof, assignments or other resources we may need to help resolve any Consumer inquiries or billing disputes with respect to nature, quality, delivery or performance of the products or services, as well as any returns of such products and services.

That notwithstanding, you agree to defend, indemnify, and hold us harmless, as well as our Third Party Providers and their respective employees and agents (collectively "Disclaiming Entities") from any claim, suit, demand, loss, liability, damage, action, or proceeding as a result of or relating to (i) your breach of any provision of this Agreement; (ii) your use of the Service, including any

Reversals, Chargebacks, Claims, Fines, Fees, Penalties and attorney fees; (iii) negligence or willful misconduct of your employees, contractors, or agents; and (iv) all third-party indemnity obligations we incur as a direct or indirect result of your acts or omissions.

## **Section D: Termination, and Other General Legal Terms**

### **Non-discrimination**

Alternative Payments must not discriminate you or any other party by reason of their nationality or place of residence or by reason of any other ground.

### **Intellectual Property**

For the purposes of this Agreement, "IP Rights" means all patent rights; copyright, including rights in derivative works; moral rights; rights of publicity; trademark, trade dress and service mark rights; goodwill; trade secret rights; and other intellectual property rights as may now exist or later come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory, or other jurisdiction and none of the above mentioned will in any way be transferable to from Alternative Payments to any other party

### **Term**

The term of this Agreement is for one (1) year period (the "Primary Term") starting from the date you accepted these Terms and Conditions in the course of the Service registration process. After the Primary Term, this Agreement will be extended automatically for twelve (12) month periods (the "Renewed Term") until terminated in accordance with the section Termination herein.

### **Agreement Changes**

Any changes in this Agreement shall be proposed by Alternative Payments no later than 60 (sixty) calendar days before the date of their entry into force through the Merchant Portal and by sending an e-mail or by making a phone call to the Alternative Payments at the same time.

You can either accept or reject the changes before the date of their proposed date of entry into force. Where applicable, Alternative Payments shall inform you that you are to be deemed to have accepted these changes, if you do not notify us that you do not accept them before the date of their entry into force and the changes shall enter into force on the specified date of entry into force. In this case, Alternative Payments shall also specify that you have the right to terminate the framework contract immediately and without commission fee before the date of the entry into force of the changes. If you do not exercise this right to terminate Agreement before the date of entry into force of the changes, you shall be considered to agree with the changes in the Agreement.

### **Termination**

You may terminate this Agreement by closing your Alternative Payments Account at any time by following the instructions in your Merchant Portal.

You have the right to terminate the Agreement unilaterally without appealing to court, notifying Alternative Payments thereof in writing 30 (thirty) calendar days in advance. Termination of this Agreement is free, unless the Agreement is terminated less than six months after its entry into force.

Alternative Payments may terminate the Agreement by giving at least sixty (60) days written notice. That notwithstanding, we reserve the right in certain situations, to terminate the Agreement immediately if any of the below but not limited to instances occur:

- you fail to pay your fees when due
- you significantly change the scope or focus of your product, business model and/or application without our prior written consent
- you breach any part of this Agreement and the condition continues un-remedied for ten (10) days after we have notified you in writing
- you become insolvent, file for bankruptcy, go into receivership, or file for a dissolution
- you assign or attempt to assign this Agreement or any of your duties under this Agreement to another party
- you are making gross misrepresentations to current or prospective Consumers that have not been remedied, whether legally or equitably, within thirty (30) days
- you are, were, or will be using our Services for questionable or illegal activities
- you incur excessive Chargebacks, Reversals or experience excessive fraudulent activities
- at the time of concluding the Agreement or when performing under it, you provide us with incorrect and/or incomplete information or refuse to provide us with the required information, if such information is of material importance to us
- you fail to provide data information regarding your financial standing upon request if such data information is necessary for us in making a decision on providing our Service to your company
- you fail to notify us about circumstances that have occurred which may have an adverse effect on due fulfillment of your obligations under this Agreement
- we have reasonable suspicion that you are connected to money laundering or any other criminal activities
- we have substantiated knowledge that you are not trustworthy
- you avoid or refuse to provide within the indicated period of time, information on the origin of financial resources, or property, or any other additional information we request.
- any other condition defined by the relevant legislation.

Alternative Payments may also terminate this Agreement by notifying you 60 (sixty) days prior to the date of termination, if you have not made any Payment transactions for more than 12 (twelve) consecutive months. Before the termination based on such legal basis as defined in this clause, Alternative Payments contacts you due to the clear up of the necessity of opened Account. In case if you have not made any Payment transaction for more than 12 (twelve) month, Alternative Payments will follows the Decision of the Director of Supervisory Department of the Bank of Lithuania dated 18 of December 2017 No. 241-229.

Upon termination, it is your responsibility to: (i) provide us with all Consumer communications related to requests for the Reversals, including but not limited to Chargebacks and Refunds; (ii) immediately discontinue using our Service; and (iii) remove cancelled usernames from your password files to prevent access by cancelled members.

Upon termination of this Agreement, Alternative Payments is obligated to provide you, free of charge, on paper or on another durable medium, with information on Payment Transactions executed on the Account within the last 36 months. If less than 36 months have passed from the date of entry into force of this Agreement, the mentioned information shall be provided for the entire duration of the Agreement.

## **Termination Obligations**

When this Agreement is terminated, we will immediately discontinue your access to the Service. That notwithstanding, you agree to complete all pending transactions and stop accepting new transactions through the Service. Any funds in our custody will be paid out to you on your next Settlement date.

Termination does not relieve you of your obligations as defined in this Agreement and we may choose to continue to hold any funds we consider necessary while we resolve any other terms or obligations defined in this Agreement, including but not limited to Chargebacks, Fees, Refunds, or other investigations or proceedings.

Upon termination, you agree to (a) immediately stop using the Service, (b) and immediately remove any Alternative Payments references and logos from your website. You understand and agree that (c) the license granted under this Agreement will consequently end, (d) we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers, (e) we will not be liable to you for compensation, reimbursement, or damages in connection with your use of the Service, or any termination or suspension of the Service or deletion of your information or account data, and (f) you are still liable to us for any Chargebacks, Fees, Refunds, or other fees incurred by you or through your use of the Service prior to termination. If you fail to comply with this, Alternative Payments can collect damages from it.

## **Representation and Warranties**

You declare and confirm to us that:

- if you are a natural person, you are at least eighteen (18) years of age
- you are not a Politically Exposed Person (see Prohibited Businesses)
- you are legally qualified, authorized, have the power, and ability to register and enter into a contractual basis using the Service in this Agreement
- the name you registered with us is your legal name or business name under which you sell your products and services
- any transaction submitted by you will represent a bona fide transaction for permitted products or services
- any transactions you submit will accurately describe the products or services sold and delivered to a Consumer
- you will fulfill all of your obligations to each Consumer for which you submit a transaction and will resolve any Consumer dispute or complaint directly with the Consumer
- you and all transactions you initiate will comply with all applicable laws, rules, and regulations, including any applicable tax laws and regulations
- except in the ordinary course of business, you will not submit transactions through the Service which represent a sale to any principal, partner, proprietor, or owner of your entity, and
- you will not use the Service, directly or indirectly, for any fraudulent or illegal activity, or in any manner that might interfere with the normal operation of the Service.

You also assure us that you have the legal right, via license, ownership or otherwise, to use and to publish any and all information, graphics, text, data video and audio integrated within your website(s).

## **No Warranties**

The Service and all accompanying documentation are provided on an “as is” and “as available” basis, without any warranties, either express, implied, or statutory, including without limitation any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. Use of the Service is at your own risk. No advice or information, whether oral or written, obtained by you from or through the Service or from (i) Alternative Payments or our bank; (ii) the processors, suppliers or licensors or (iii) any of the respective affiliates, agents, directors and employees of any of the entities listed in (i) or (ii) above (collectively, the “disclaiming entities” and individually a “disclaiming entity”) will create any warranty from any disclaiming entity to you. You specifically acknowledge that neither Alternative Payments nor our bank have any control over the products or services that are paid for with the Service, and neither Alternative Payments nor our bank can ensure that your Consumers will complete a transaction or is authorized to do so.

Without limiting the foregoing, we do not warrant that the information we provide or that is provided through the Service is accurate, reliable or correct; that the Service will meet your requirements; that the Service will be available at any particular time or location, that the Service will function in an uninterrupted manner or be secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any subject matter downloaded or otherwise obtained through the use of the Service is downloaded at your own risk – you are solely responsible for any damage to your property or loss of data that results from such download. We make no representations or warranties about how long will be needed to complete the processing of a transaction.

We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, or featured in any banner or other advertising, and neither Alternative Payments nor our bank will be a party to or in any way monitor any transaction between you and third-party providers of products or services.

## **Limitation of Liability and Damages**

In no event shall a disclaiming entity (as defined above) be liable for any lost profits, loss of data, or any indirect, punitive, incidental, special, consequential, or exemplary damages arising out of, in connection with, or relating to this Agreement or the Service, including without limitation the use of, inability to use, or unavailability of the Service. Under no circumstances will any of the disclaiming entities be responsible for any damage, loss or injury resulting from hacking, tampering, or other unauthorized access or use of the Service or your Alternative Payments Account or the information contained therein, or your failure to use or implement security controls that are appropriate for your business.

We assume no liability or responsibility for any (a) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of the Service; (b) any unauthorized access to or use of servers used in connection with the Service and/or any and all personal information stored therein; (c) any interruption or cessation of transmission to or from the Service; (d) any software bugs, viruses, trojan horses, or other harmful code that may be transmitted to or through the Service; (e) any errors, inaccuracies or omissions in any content or information, for any loss or damage incurred as a result of the use of any content or information, in each case posted, emailed, stored, transmitted, or otherwise made available through the Service; and/or (f) user content or the defamatory, offensive, or illegal conduct of any third party.

Without limiting the foregoing provisions of this section, the disclaiming entities' cumulative liability to you shall be limited to direct damages and in all events shall not exceed in the aggregate the amount of the Fees paid by you to Alternative Payments during the three (3) month period immediately preceding the event giving rise to the claim for liability.

This limitation of liability section applies regardless of the legal theory on which the claim is based, including without limitation contract tort (including negligence), strict liability, or any other basis. The limitations apply even if Alternative Payments has been advised of the possibility of such damage.

The provisions of this section shall apply to the fullest extent permitted by law in the applicable jurisdiction.

### **Service Availability**

We make no representations that the Service is appropriate or available for use in all locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for being compliant with all applicable laws and regulations, including but not limited to export and import regulations. You may not use the Service from a country embargoed by the United States of America or the Republic of Lithuania, or if you are a person or entity blocked or denied by either government or denied by the United Nations Organization and or European Union.

### **Age Verification**

You acknowledge that none of the services we provide are considered legal proof of age of majority and that the age verification features we offer as part of the Service are based on legal statutes governing third party products and services, and we do not warrant or make representations as to the accuracy of such third party products and services used for age verification methods.

### **Disputes; Choice of Law; Jurisdiction and Venue**

You agree that any disputes arising out of or relating to this Agreement or the Service shall be resolved in accordance with this section.

This Agreement is governed by the laws of the Republic of Lithuania (without regard to its choice of law provisions). The exclusive venue for any actions or claims arising under or related to this Agreement shall be Vilnius, Lithuania. All parties irrevocably waive any and all rights they may have to a trial by jury in any judicial proceeding involving any claim relating to or arising under this Agreement. Headings are included for convenience only, and shall not be considered in interpreting this Agreement. The Agreement does not limit any rights that we may have under trade secret, copyright, patent, or other laws. Our delay or failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

Any dispute arising out of or related to this Agreement shall be finally settled by arbitration in the Vilnius Court of Commercial Arbitration (VCCA) in accordance with its Rules of Arbitration. The language of the arbitration shall be English. Any action or dispute brought by you against us with

respect to this Agreement must commence within six (6) months after the event that caused the action. Any matter where the amount in dispute is less than €25,000 shall be determined by a single arbitrator agreeable to both parties, or if we cannot agree, we will select one according to VCCA procedures. Any matter where the amount in dispute is greater than €25,000 shall be determined by three (3) arbitrators with each party selecting one (1) arbitrator and the two (2) arbitrators will select the third arbitrator. Each arbitrator shall have no less than five (5) years experience in the selected eCommerce industry. The law of the Republic of Lithuania shall be applicable to the dispute, and the venue of any arbitration commenced under this section shall be in Vilnius, Lithuania.

### **Right to Amend**

We may change, discontinue or deprecate any API's for the Service from time to time but will use commercially reasonable efforts to continue supporting the previous version of any API that was changed, discontinued, or deprecated for twelve (12) months after the change, discontinuation, or depreciation (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities).

### **Assignment**

This Agreement and any rights and licenses it grants cannot be transferred or assigned by you without our prior written consent but may be assigned by us without any consent or other restriction.

### **Parties**

This Agreement binds you and your respective heirs, representatives, and permitted and approved successors (including those by merger and acquisition) or any permitted assigns.

### **Change of Business**

You agree to give us at least thirty (30) days prior written notification of your intent to change your current products or services types, your trade name, or make any other significant change to your business. You agree to provide us with prompt notification if you are the subject of any voluntary or involuntary bankruptcy or insolvency petition or proceeding. You agree to promptly notify us of any negative change in your financial condition, any planned or anticipated liquidation or substantial change in the basic nature of your business, any transfer or sale of 25% or more of your total assets or any change in the control or ownership of you or your parent entity. You will also notify us of any judgment, writ or warrant of attachment or execution, or levy against 25% or more of your total assets not later than three (3) days after you have knowledge of it.

### **Links to Other Web Sites and Services**

We may offer you services, products, and promotions through links to websites operated by third parties that utilize, integrate, or provide services related to the Service. If you decide to use these third parties services you will be responsible for reviewing and understanding the terms and conditions associated with these third parties services. You agree that we are not responsible for the performance of third-party services. Additionally, our website may contain links to third-party services as a convenience to you. The inclusion of any links to third party services does not imply an approval, endorsement, or recommendation by us. Access and use of any of those services

are done at your own risk. You understand that the third party service is not governed by the terms and conditions contained in this Agreement. We expressly disclaim all responsibility and liability for any third party services. Please remember that when you use a link to go from your Merchant Portal to third-party services, our Privacy Policy is no longer in effect. Your browsing and interaction with those services are subject to that third party service's own terms and policies.

### **Force Majeure**

No party will be liable for delays in processing or other non-performance caused by such events as fires, telecommunications failures, utility failures, power failures, equipment failures, labor strife, riots, war, terrorist attack, nonperformance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this section will affect or excuse your liabilities and obligations, including the Reversals, Chargebacks, Claims, fines, Fees, Refunds and or unfulfilled products and services.

### **Responding to Legal Process**

Alternative Payments may respond to and comply with any writ of attachment, lien, levy, subpoena, warrant, or other legal order ("Legal Process") that we believe to be valid. We may deliver or hold any funds or, subject to the terms of our Privacy Policy, any information as required under such legal process, even if you are receiving funds on behalf of third parties. Where permitted, we will use reasonable efforts to provide you notice of such legal process by sending a copy to the email address which is on file in your Merchant Portal. Alternative Payments is not responsible for any losses, whether direct or indirect, that you may incur as a result of our complying with the legal process.

### **Entire Agreement**

These Terms and Conditions together with all Schedules, Policies and Procedures that are incorporated herein by reference constitute the entire Agreement between you and Alternative Payments with respect to the provision of the Service. In the event of a conflict between this Agreement and any other Alternative Payments Agreement or Policy relating to the subject matter herein, this Agreement shall prevail. Except as specifically mentioned here, these Terms and Conditions describe the entire liability of Alternative Payments, establish remedies with respect to the Service, and define your access and use of the Service. If any provision of this Agreement (or portion thereof) is held to be invalid or unenforceable under applicable law, then it will be changed and interpreted to accomplish the objectives of that provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

### **Prohibited Businesses**

The following categories of businesses and business practices are prohibited (non-exhaustive list):

- Weapons and munitions
- Cryptocurrency withOUT proper license and AML procedures in place
- Gambling and Betting (lotto, sports betting) withOUT proper license and AML procedures in place
- NPOs and Charities out of the EU and withOUT proper registration
- Escort services
- Online pharmacies or pharmacy referral services withOUT proper certification
- CBD withOUT proper certification and approvals
- Engaging in deceptive marketing practices

- Sharing Consumer information with another merchant for payment of up-sell or cross-sell product or service
- Engaging in any form of licensed or unlicensed aggregation or factoring
- Bidding fee auctions
- Collection agencies
- Counterfeit products
- Firms selling business opportunities, investment opportunities, mortgage consulting or reduction, credit counseling, repair or protection, or real estate purchases with no money down
- Credit card and identity theft protection
- Essay mills
- Flea markets
- Drug paraphernalia
- Psychic services
- "Get rich quick" schemes
- Mail-order brides
- Pyramid schemes
- Substances designed to mimic illegal drugs
- Any product or service that infringes upon the copyright, trademark, or trade secrets of any third party.

\*Please note, all your Settlement details and related fees (e.g., settlement frequency, settlement threshold, etc.,) will be visible to you in your Merchant Portal within the settlement details section.

### **Prohibited Activities**

You using Alternative Payments Services are prohibited from:

- not complying with the Terms of the Agreement, legislation and other legal acts, including but not limited to, anti-money laundering and counters-terrorist financing acts
- violating the rights of Alternative Payments and third parties to trademarks, copyrights, commercial secrets, and other intellectual property rights
- providing false, misleading or incorrect information to Alternative Payments; refusing to provide information or undertake other actions that are reasonably requested by Alternative Payments
- providing to third parties false, misleading or incorrect information about Alternative Payments and cooperation with Alternative Payments
- executing or receiving transfers of illegally acquired funds, if you are aware or should be aware of it
- using the services of Alternative Payments in a way which causes losses, responsibility, or other negative legal or financial consequences or damage to the business reputation of Alternative Payments or third persons
- using Alternative Payments services, if you or beneficial owner, the executed or received Payment Transfer matches the criteria indicated in the list of limitations to the provision of Alternative Payments services
- spreading computer viruses and undertaking other actions that could cause system malfunctions, information damage or destruction and other damage to the system, equipment, or information of Alternative Payments

- undertaking any other deliberate actions which could disturb the provision of Alternative Payments Services or third parties or proper functioning of the Merchant Portal
- accepting payments in unregulated and/or unsupervised virtual currency, buying, converting, or managing it in any other ways (the prohibition includes execution or receipt of transfers from virtual currency exchangers)
- having more than one Profile; registering a Profile by fictitious or someone else's name without having the power of attorney; registering a Profile using the services of anonymous phone numbers or e-mail addresses provided by other individuals or websites
- providing services that are prohibited by the law or contradict public order and moral principles
- logging in to the Merchant Portal as an anonymous user (e.g. via proxy servers)
- disclosing Passwords and other personalized safety features of Payment Instruments to third persons and allowing other persons to use Services under your's name.

You shall reimburse all direct damages, fines, and other monetary sanctions applied to Alternative Payments due to non-observance or violation of the Terms, including but not limited to the Agreement due to your fault. You are responsible and undertake to reimburse any losses incurred by Alternative Payments, other Alternative Payments clients, and third parties due to using Alternative Payments Services and violating the present Agreement.

### **Severance**

If any provision or provisions of this Agreement or any part thereof are rendered void, illegal or unenforceable in any respect, the Parties shall use their reasonable efforts to substitute for such provisions valid provisions that in their economic effect come so close to the original provisions that it can reasonably be assumed that the Parties would have executed this Agreement including the new provisions. In the event that such provisions cannot be found, the illegality or unenforceability of such provisions of this Agreement shall not affect the validity of the Agreement as a whole, unless the invalid provisions are of such essential importance to this Agreement that it can be reasonably assumed that the Parties would not have executed this Agreement without the invalid provisions.

### **Complaints**

In case the dispute cannot be solved through negotiations, you can submit a complaint by post or e-mail, specifying your's name, contact details, relevant information, which would indicate why you reasonably believes that the Alternative Payments violated the legal rights and your interests while providing the Services. You can add other available evidence that justifies the need for such complaint. If you would like to submit a formal complaint, the Customer shall send the email to [support@alternativepayments.com](mailto:support@alternativepayments.com)

Upon receipt of your complaint, Alternative Payments confirms receipt of the complaint and indicates the time limit within which the reply will be submitted. In each case, the deadline for submitting a reply may vary as it directly depends on the extent and complexity of the complaint filed, but the Alternative Payments will make the maximum effort to provide the response to you within the shortest possible time, but not later than 15 (fifteen) Business Days. In case the Alternative Payments is not able to provide the final answer within 15 (fifteen) Business Days, the Alternative Payments shall inform you about that and indicate the time when the answer will be

provided, however the term shall not be longer than 35 (thirty-five) Business Days. The complaints submitted by you are solved free of charge.

When you consider that Alternative Payments has violated the legislation regulating the financial market, you have the right to file a complaint with the Bank of Lithuania regarding possible violations of financial market legislation.

Your complaint to the Bank of Lithuania can be submitted as follows:

- in writing, by sending a complaint to the address: Totorių str. 4, LT-01121, Vilnius, Republic of Lithuania or Žalgirio str. 90, LT-09303, Vilnius, Republic of Lithuania;
- by e-mail: [info@lb.lt](mailto:info@lb.lt) or [pt@lb.lt](mailto:pt@lb.lt);
- by fax (8 5) 268 0038;
- by filling in the online form at the designated section of the Bank of Lithuania website.

## **Section E: Final Provisions**

Alternative Payments and you confirm that it possesses all permissions and licenses required under the applicable law that are necessary for the execution of the present Agreement. Titles of articles and paragraphs of the Agreement are intended solely for the convenience of the Alternative payments and you and cannot be used for the interpretation of the provision of the present Agreement.

You do not have the right to assign your rights and obligations arising out of this Agreement to third parties without a prior written consent from Alternative Payments. Alternative Payments reserves the right to transfer or assign this Agreement and all rights or obligations under this Agreement with prior notice to you accordingly to the rules and procedures set forth in this Agreement at least 60 (sixty) calendar days before such changes will entry into force. You have the right to accept that changes or reject it. If you do not agree with the such changes, you have the right to immediately and without no commission fee to terminate this Agreement until the day the amendments begin to apply expressing a disagreement with the changes. The disagreement shall be provided via Account and additionally through the e-mail. If you do not use his right to terminate this Agreement until the day when such changes come into force, you shall be deemed as accepted the changes.

If any provision of the Agreement becomes invalid, other provisions of this Agreement remain in force. The Agreement shall come into force after you registered in the Merchant Portal, learned the terms and conditions of the present Agreement, and electronically expressed their consent to comply with them. The Agreement is valid for an unlimited period of time.

You have no right to unilaterally change and/or amend the conditions of this Agreement. You have the right to agree or disagree to the amendments prior to the suggested day of the changes, notifying Alternative Payments thereof in advance. If you fail to notify us about your disagreement to the amendments by the suggested day of their entry into force, it shall be deemed that you accept the amendments to the Agreement, and the amendments shall enter into force on the specified day of their entry into force. If you inform Alternative Payments about your disagreement to the changes of the Agreement, you thereby terminate the Agreement pursuant to the procedure stipulated in this Agreement.

You are entitled to get the information about this Agreement as well as the Agreement as itself in paper version or any other durable medium, in which Alternative Payments is able to provide you such information.