

TERMS AND CONDITIONS OF PAYMENT CARD ACQUIRING SERVICES AGREEMENT

Valid from 16.02.2015

1. DEFINITIONS

1.1 Settlement Day – a day on which the Bank is open for general banking operations. Generally, the settlement day is any calendar day that is not a Saturday, Sunday, or a national or public holiday.

1.2 Authorization – execution of an oral or an electronic query with a Payment Terminal to the Processors or to the bank that issued the Card, as a result of which, an authorization code is received in response to an approving Response Code.

1.3 Cardholder – a natural person to whom a Card is issued.

1.4 Card – an electronic payment instrument that enables Cardholders to make Transactions.

1.5 Merchant – a legal or natural person with whom the Bank has entered into an Agreement.

1.6 Account – Merchant's bank account in the Bank, which is indicated in the Agreement.

1.7 Receipt – an electronic or paper printout of the Payment Terminal, which has the Cardholder's signature or confirmation of PIN code verification and which certifies the execution of a Transaction.

1.8 Agreement – the payment card acquiring services agreement concluded between the Merchant and the Bank with all the accompanying instructions and other parts of the Agreement.

1.9 Payment Card Industry data security standard (including PCI-DSS, PA-DSS, and PTS; <https://www.pcisecuritystandards.org/>) – Payment Card Industry standards and processes to protect sensitive card data at the Merchant's, which is supported by International Card Organizations.

1.10 Payment Terminal – an electronic device with card payment functionality and with the necessary accessories to perform a Transaction.

1.11 Payment Terminal Instructions – written instructions on setting up and using the Payment Terminal, which accompany the Payment Terminals and form an integral part of the Agreement.

1.12 Point of Sale – service place of the Merchant indicated in the Agreement where Cards are accepted for performing Transactions.

1.13 Requirements for accepting bankcards – instructions describing the guidelines given by Bank to the Merchant for acceptance of Cards. The instructions are available on the Bank's website www.seb.ee and forms an integral part of the Agreement.

1.14 Bank – AS SEB Pank.

1.15 Processor – a legal person with whom the Bank has entered into an Agreement for accepting Cards and processing Transactions.

1.16 Program – a computer program that is necessary for the use of the Payment Terminal.

1.17 International Card Organization – MasterCard Worldwide, Visa International and any other international card organization.

1.18 Certification – The procedure of the Processor and the corresponding actions to verify compliance with a specific type of Payment Terminal with the requirements of the Bank and the International Card Organization.

1.19 Chargeback – a claim to cancel the Transaction on the bases described in the Agreement by the Bank.

1.20 Transaction – a transaction for the provision of services and/or sale of goods carried out using a Card through the Payment Terminal between the Cardholder and the Merchant or any other action permitted by the Bank. A Receipt is drawn up to confirm the Transaction.

1.21 Transaction Record – electronically stored information on the Transaction, including the cancellation of the Transaction.

1.22 Technical Partner – a legal person who carries out operations (installation, setup, repairs, etc.) on behalf of the Bank with the Payment Terminal received from the Bank.

1.23 Response Code – a numerical code which the Bank issues to the Processor or which the issuing bank provides to the Merchant via the Payment Terminal. The explanatory instructions of conduct corresponding to the numerical codes are set out in the guide, Requirements for Acceptance of Payment Cards.

2. OBJECT OF THE AGREEMENT

The Agreement aims to regulate the conditions of Transactions executed at the Points of Sale of the Merchant.

3. REQUIREMENTS FOR THE ACCEPTANCE OF CARDS

3.1 The Merchant shall accept all Cards presented by the Cardholder that comply with the type of Cards and the Requirements specified in the Agreement for making a Transaction.

3.2 The Merchant undertakes to use for acceptance of Cards a Bank- or Processor-certified Payment Terminal registered in accordance with Clause 3.9 of the Agreement.

3.3 The Merchant undertakes to comply with the requirements of International Card Organizations and the Payment Card Industry data security standards, which provide secure storage of Card Data. The Merchant undertakes not to store or otherwise retain sensitive Card Data. The Bank has the right to request documentation from the Merchant, certifying the compliance of the Merchant with the Payment Card Industry data security standards.

3.4 Upon acceptance of Cards, the Merchant is required to comply with the Requirements for accepting

bankcards and the instructions presented by the Payment Terminal to avoid the use of a fake Card or non-conforming use of a Card. In addition, the Bank may issue precepts to the Merchant on security measures, which the Merchant must follow.

3.5 The Merchant shall not establish unjustified restrictions to a Cardholder on performing Transactions.

3.6 The Merchant is forbidden to:

3.6.1 Establish constraints on minimum and maximum amounts when performing a Transaction;

3.6.2 Accept the Card for the payment or refinancing of the debts (hire purchase instalments, outstanding invoices and other earlier liabilities) of the Cardholder;

3.6.3 Issue cash based on a Transaction or cancellation of a Transaction;

3.6.4 Use such a tool that copies, stores, or otherwise saves information about the Card or the Cardholder located on the magnetic strip or the chip of the Card or in the data-processing systems of the Merchant;

3.6.5 Provide services or sell products in the Point of Sale that are in violation of valid laws, generally accepted ethics standards or good morals. The Merchant undertakes to maintain in a visible place of the Point of Sale the identification marks and product names of all Cards of International Card Organizations, which are provided in the Agreement, to inform the public of Cards acceptable at the Point of Sale.

3.7 For informing of the acceptance of Cards, the Merchant may use only promotional materials previously approved by the Bank.

3.8 In the event of changes in the data of the Point of Sale indicated in the Agreement; adding a Point of Sale or a Payment Terminal; or a request to change the type of the Payment Terminal, the Merchant undertakes to submit an application regarding the changes in advance via the Internet Bank for Businesses. If the Bank grants the application, it will serve as a basis for changing the data of the Agreement and the Parties shall not draw up a separate Annex to the Agreement on the changes.

3.9 The Merchant undertakes to keep records of Payment Terminals used by the Merchant (among other things, to keep a location-based record of the serial numbers and accessory equipment of the Payment Terminals in their possession, and to keep these details up to date), and to submit a list of the Payment Terminals and their accessory equipment in actual use to the Bank upon request.

3.10 The Merchant shall provide access to the Payment Terminal only to the Merchant's employee(s), the Processor, and the Technical partner, and ensure adequate protection to safekeep the Payment Terminal.

3.11 The Merchant is not allowed to change the location of the Payment Terminal without the consent of the Bank.

3.12 The Merchant shall pay for all communications costs and other costs associated with the use of Payment Terminals.

4. EXECUTION OF TRANSACTIONS

4.1 The Merchant performs a Transaction in accordance with the terms of the Agreement, the Requirements for accepting bankcards, the Payment Terminal instructions, and the instructions given by the Payment Terminal.

4.2 All Transactions must be performed using the Payment Terminal, formalizing a receipt.

4.3 The Merchant must deliver the Receipt to the Cardholder as proof of a completed Transaction using the Card. The copy of the Receipt belonging to the Cardholder shall be given to the Cardholder together with the goods or services that have been the object of the Transaction, or made available on any other durable medium.

4.4 The Merchant shall not require the Cardholder to sign a Receipt or validate a Transaction with a PIN code before the total Transaction amount is known and notified to the Cardholder.

4.5 The Merchant is obliged to carry out the Transaction in the presence of the Cardholder.

4.6 The Merchant is obligated not to carry out Transactions that are in violation of the valid legislation, generally accepted ethics standards or good morals.

4.7 The Merchant is required to perform an Authorization in accordance with the Requirements for accepting bankcards.

4.8 All Transaction amounts are calculated in the official currency of Estonia, unless the parties agree otherwise in the Agreement.

4.9 The Merchant shall not make, in the Transaction Record or on the Receipt, changes after the execution of the Transaction and upon giving or making available the copy of the Receipt to the Cardholder.

4.10 Upon the return of goods, cancellation of the Transaction must be performed on the same day of the Transaction via the Payment Terminal in accordance with the instructions given by the Payment Terminal. If the cancellation of a Transaction via the Payment Terminal fails (Card not present, etc.), the Merchant shall send a cancellation request to the Processor.

4.11 The Merchant must identify the employee of the Merchant who carried out the Transaction, and this must be identifiable after the Transaction. The Merchant shall maintain the media used for identification purposes for a minimum of two years. The Bank is entitled to request information about the Merchant's employee who carried out a Transaction within two years from the conclusion of the Transaction.

4.12 The Bank has the right to examine the internal rules of work of the Merchant and other regulatory documents of the organization of work of the Merchant and request the introduction of amendments and additions related to the performance of Transactions, if the existing rules do not meet the conditions of the Agreement, the requirements of international Card Organizations or Payment Card Industry data security standards.

4.13 The Bank has the right to provide the Merchant with compulsory instructions governing the performance of Transactions. The Merchant shall comply with the instructions as of the time indicated by the Bank.

5. INFORMATION ON TRANSACTIONS AND CHARGEBACKS

5.1 The Merchant must ensure that the Payment Terminal transmits Transaction Records to the Bank on a daily basis (except in cases where no transactions took place during the day), verifying the end-of-day

report of the Payment Terminal in accordance with the instructions for the Payment Terminal.

5.2 The Bank undertakes to accept for processing all the Transaction Records which are submitted by the Merchant in accordance with the terms of the Agreement.

5.3 The Bank shall have the right at its sole discretion to suspend the processing of the Transaction Record for specifying the circumstances relating to the Transaction unilaterally, informing the Merchant thereof on the next Settlement Day after the receipt of the Transaction Record. In this case, the deadline for payment for the Transactions referred to in Clause 6.1 extends automatically by the time needed to clarify the facts. In case a breach of the conditions of the Agreement by the Merchant upon performing a Transaction or the misuse of a Card is discovered, the Bank shall have the right not to process the Transaction Record.

5.4 On the transmission of the Transaction Record to the Bank, the Merchant shall ensure that:

5.4.1 All the data contained therein is correct;

5.4.2 The Merchant has sold the Cardholder goods and/or services in the amount indicated on the Receipt.

5.5 The Bank may issue a Chargeback to the Merchant under the following conditions:

5.5.1 The Cardholder has not received the promised goods or services, or the goods or services with the promised characteristics according to the order;

5.5.2 In the case of a Transaction confirmed with a signature, the signature on the signature strip does not match the signature of the Cardholder on the Receipt;

5.5.3 The Transaction is not duly Authorized;

5.5.4 The Receipt is filled in incorrectly, and/or the copy of the Merchant differs from that of the Cardholder;

5.5.5 The Merchant has performed the Transaction without the physical presence of the Card and without following the instructions presented by the Bank;

5.5.6 The performance of the Transaction has not followed other conditions of the requirements of the Agreement, including the Requirements for accepting bankcards;

5.5.7 The Transaction has not been performed by the Cardholder.

5.6 Notwithstanding the above, the Bank is entitled to unilaterally deem any invalid Receipt as valid without compromising the Bank's right to deem the Receipt invalid later and file a Chargeback upon the Bank becoming aware of the deficiencies of the relevant Transaction.

5.7 The Bank shall notify the Merchant of issuing a Chargeback via the Internet Bank, by registered mail, fax or e-mail.

5.8 The Merchant undertakes to pay the amount claimed under the Chargeback to the Bank in accordance with Clause 6.3 of the Agreement.

5.9 The Merchant is required, upon the request of the Bank or the Processor, to submit to the Bank a copy of the requested Receipt, along with the associated documents certifying the Transaction. If the Merchant fails to submit a copy within five (5) Settlement Days of the request, the Bank shall have the right to consider the Transaction null and void, and deduct the amount of the Transaction from the amounts payable to the Merchant under the Agreement.

5.10 The Merchant retains the underlying documentation of the Transaction, including the documents certifying the occurrence of the Transaction (the Receipt, sales invoice, the list of provided services, etc.) archived in a place out of reach of unauthorized persons in accordance with the time limits prescribed by law, but not less than two (2) years from the date of transfer of the Transaction Record to the Bank.

6. SETTLEMENTS BETWEEN THE PARTIES

6.1 The Bank shall pay for the Transaction to the Merchant within two (2) Settlement Days as of the day following the transfer of the Transaction Record. The payment shall be made to the Account indicated by the Merchant in the Agreement. If the Transaction Record is received by the Bank on a day that is not a Settlement Day, the next Settlement Day is deemed to be the date of receipt of the Transaction Record. The Bank has the right not to transfer the amount of those Transactions to the Merchant, the Transaction Record of which has reached the Bank more than 2 (two) weeks after the Transaction.

6.2 The Merchant pays to the Bank a processing fee on the Transactions in accordance with the rates agreed upon in the Agreement. The processing fee shall be withheld from the amounts payable to the Merchant by the Bank under the Agreement.

6.3 Under Clause 6.1 of the Agreement, the Bank shall withhold from the amounts payable to the Merchant the amount of Chargebacks issued to the Merchant under the Agreement, the cost of processing the Chargeback in accordance with the Bank's price list, the claims and damages referred to in Clauses 9 and 10, and any other charges agreed between the parties.

6.4 The monthly service fees agreed upon in the Agreement shall be debited by the Bank from the Merchant's account on the 16th day of each month. If the 16th day of the month is a day off or a public holiday, the Bank shall debit the service fee on the following Settlement Day. The Merchant shall ensure the availability of sufficient funds on the current account by the date the service fee is debited.

6.5 If the withholding of the amounts proves impossible due to the lack of sufficient funds, the Bank is entitled to debit other accounts of the Merchant at the Bank or submit to the Merchant a claim for payment of the amounts. The Merchant is obligated to pay the amounts of all claims in a timely manner based on the claim submitted by the Bank. In the event of a failure to pay or making a partial payment of a claim, the Merchant undertakes to pay a penalty of 0.1% on the outstanding amount per day.

6.6 In the case of outstanding arrears by the Merchant, the Bank is entitled to set off the arrears of the Merchant against any amounts that it would have had to pay to the Merchant under the Agreement.

7. TERMS OF USE OF THE BANK'S PAYMENT TERMINAL

7.1 The conditions set out in clause 7 apply if the Merchant uses a Payment Terminal received from the Bank.

7.2 The Agreement provides the types of the technical solution and the fees of Payment Terminals. The Bank gives the Payment Terminal to the use of the Merchant in accordance with the availability of the Payment Terminal or the type of the Payment Terminal.

7.3 For accepting Cards, the Bank provides the Merchant a Payment Terminal together with the Program, the exact details and description (model name, serial numbers) of which are set out in the deed of delivery of the Payment Terminal.

7.4 Delivery and installation of the Payment Terminal.

7.4.1 Within two Settlement Days from the conclusion of the Agreement, the Technical partner contacts the Merchant, in order to agree on the time of installation of the Payment Terminal and the Merchant pays a fee for installation in accordance with the Bank's price list.

7.4.2 The Technical partner shall:

7.4.2.1 Perform the installation and training of use of the Payment Terminal for the Merchant at the agreed time and place;

7.4.2.2 Check the correctness of the data of the Point of Sale of the Merchant, including the area of activity;

7.4.2.3 Finalise and sign the deed of delivery under which the Payment Terminal shall be transferred to the Merchant;

7.4.2.4 Provide to the Merchant the Payment Terminal Instructions together with the Payment Terminal.

7.4.3 The Merchant shall:

7.4.3.1 Ensure to the representative of the Bank or the Technical partner access to the Point of Sale for installation of the necessary equipment and for the maintenance, repair etc. of the Payment Terminal;

7.4.3.2 Ensure the availability of the appropriate means of communication, cables and power supply for the installation and use of the Payment Terminal;

7.4.3.3 Bear the costs associated with the use of the Payment Terminal (including consumables, electricity, communications costs, etc.).

7.4.4 If the data provided in Clause 7.4.2.2 does not correspond to reality, or if the Merchant does not ensure the conditions set out in Clause 7.4.3, the Bank shall have the right to refuse installation of the Payment Terminal.

7.4.5 The initial installation and training of use of the Payment Terminal shall take place at the expense of the Bank.

7.4.6 If the Merchant does not guarantee the conditions listed in Clause 7.4.3 or has ordered a Payment Terminal that is unsuitable for the Point of Sale, the Bank is entitled to claim the costs from the Merchant for the second visit of the Technical partner.

7.4.7 By signing the deed of delivery of the Payment Terminal, the Merchant confirms the receipt of the Payment Terminal from the Bank, that the Payment Terminal is operational and meets the purpose of use, that there are no deficiencies in the Payment Terminals, that the Merchant has received the necessary training for the use of the Payment Terminal and for acceptance of Cards, and that the Merchant has received the Payment Terminal Instructions and is committed to comply therewith.

7.4.8 If the Merchant commissions additional training, the Bank is entitled to recover from the Merchant the costs of the additional training provided to the Merchant.

7.4.9 The risk of accidental loss and damage of the Payment Terminal is transferred to the Merchant upon signing the deed of delivery of the Payment Terminal.

7.5 Using the Payment Terminal

7.5.1 The Merchant shall:

7.5.1.1 Use the Payment Terminal prudently, diligently and for the use intended in the concluded Agreement, such as the acceptance of Cards for executing the Transactions, as well as to follow the instruction manual of the Payment Terminal and the instructions given by the Payment Terminal;

7.5.1.2 Not use a Payment Terminal uncertified and/or unregistered by the Bank or the Processor;

7.5.1.3 Not sublease the Payment Terminal;

7.5.1.4 Not give the Program to the use of a third party, or make changes or additions to the Program without the consent of the Bank;

7.5.1.5 Download a new version of the Payment Terminal Program no later than within 10 (ten) calendar days as of the date of receipt of the relevant notification from the Bank or the Processor;

7.5.1.6 Ensure the security and integrity of the Payment Terminal and make sure that the conditions at the location of the Payment Terminal do not harm the Payment Terminal;

7.5.1.7 Comply with all the precepts and orders of the Bank related to the operation, maintenance and security of the Payment Terminal;

7.5.1.8 Not change, and ensure that the location of the Payment Terminal is not changed. In the case of using the Payment Terminal in a changing location, the Bank must be informed thereof in advance. Use of the Payment Terminal in locations not specified in the Agreement is not permitted.

7.5.2 The Merchant is entitled in all the matters relating to the operation of the Payment Terminal and in other technical matters to call for information around the clock on the phone indicated on the Payment Terminal.

7.5.3 The Bank or the Technical partner is entitled at any time to check the condition of the Payment Terminal and its use for its intended purpose, to carry out the care of the Payment Terminal and for this purpose, in coordination with the Merchant, to enter the territory and the premises of the Merchant.

7.5.4 The Bank or the Technical partner has the right to make additions and changes to the Payment Terminal Programs, informing the Merchant of the need to download a new version of the Program.

7.5.5 Upon terminating the Agreement, closing the Point of Sale or terminating the use of the Payment Terminal, the Merchant is required to return the Payment Terminal within 5 (five) Settlement Days in no worse condition than upon receipt, taking into account normal wear and tear. The Merchant shall return the Payment Terminal to the location indicated by the Bank, or ask for the address of the return by calling the phone number on the Payment Terminal.

7.6 Repair of failures of the Payment Terminal.

7.6.1 In the case of failure of the Payment Terminal, the Merchant is prohibited to continue using the Payment Terminal.

7.6.2 In the case of failure of the Payment Terminal, the Merchant shall call the 24h customer support line indicated on the Payment Terminal.

7.6.3 If the failure cannot be eliminated by phone, an agreement is made to eliminate the failure either by repair or replacement of the Payment Terminal.

7.6.4 The Merchant shall return the faulty Payment Terminal and/or its accessory devices, to be replaced, according to the information on the instructions supplied with the new Payment Terminal.

7.6.5 The Bank charges a service fee according to the Agreement for the failed Payment Terminal unreturned by the Merchant.

7.6.6 The Merchant is not allowed to carry out repairs or alterations (including the installation of additional equipment) of the Payment Terminal.

7.6.7 The Merchant has the right to request from the representative of the Bank or the Technical partner who has arrived for inspection, maintenance or elimination of a failure of the Payment Terminal, an employment certificate or other document certifying the existence of a mandate.

7.6.8 In case hardware and software errors of the Payment Terminal occur, the Bank is obliged to arrange for the replacement of the Payment Terminal within 5 (five) Settlement Days as of the receipt of the respective message from the Merchant.

7.7 Service fees and settlement procedures.

7.7.1 The Bank shall debit the service fee for the Payment Terminal from the Merchant's account on the 16th day of each month. If the 16th day of the month is a day off or a public holiday, the Bank shall debit the service fee for the Payment Terminal on the following Settlement Day. The Merchant shall ensure the availability of sufficient funds on the current account by the date the service fee is debited.

7.7.2 If the debiting proves impossible due to a lack of sufficient funds, the Bank is entitled to debit other accounts of the Merchant located in the Bank.

7.7.3 If the Merchant returns the Payment Terminal before the 15th date, the Bank shall not charge the service fee for the Payment Terminal for the current month. If the Merchant returns the Payment Terminal after the 15th date of the month, the Bank shall charge the service fee for the entire current month. Notwithstanding the above, the Bank shall have the right to demand the Payment Terminal service fee from the Merchant for one (1) month, if the Payment Terminal usage period is shorter than one (1) month.

7.7.4 The date of return of the Payment Terminal shall be deemed the date on which the Payment Terminal is returned by the Merchant and has reached the destination in accordance with the return instructions indicated in Clause 7.5.5.

7.7.5 The Bank shall submit an invoice to the Merchant for additional services that the Merchant orders from the Bank and which are not agreed upon separately in the Agreement. The Merchant undertakes to pay the invoice by the due date stated on the invoice.

7.7.6 Under a claim submitted by the Bank, the Merchant is obliged to pay the amounts of all the claims indicated in Clauses 7.7.1–7.7.5 in a timely manner. In the event of failure to pay or making a partial payment of the claim, the Merchant undertakes to pay a penalty of 0.1% on the outstanding amount per day.

8. VALIDITY, AMENDMENT AND TERMINATION OF THE AGREEMENT

8.1 The Agreement shall enter into force upon signature and shall be concluded for an unspecified term.

8.2 The Bank has the right to amend the Agreement unilaterally by notifying the Merchant with a personalized message on a durable medium no later than 1 (one) month before the change takes effect.

8.3 If any changes to the Agreement are not acceptable to the Merchant, the Merchant shall have the right to terminate the Agreement during the notice period, fulfilling all contractual obligations before the cancellation. If the Merchant has not terminated the Agreement within the period specified, they shall be deemed to have accepted the changes.

8.4 Either party has the right to terminate the Agreement by notifying the other party thereof no less than 30 (thirty) days in advance.

8.5 The Bank has the right to suspend the performance of the Agreement, to limit the functionality of Payment Terminals and/or to terminate the Agreement unilaterally without notice, if:

8.5.1 The Merchant violates or fails to perform the obligations specified in the Agreement;

8.5.2 The Bank has a reasonable suspicion that the Merchant or its affiliated entities are related to the misuse of the Cards. The suspicion of the Bank is justified if the facts underlying it in their logical connection and collection give reason to conclude that the Merchant or its affiliated entities are related to the misuse of Cards;

8.5.3 The Merchant incurs financial arrears to the Bank or becomes insolvent;

8.5.4 No transactions have been made under the Agreement for at least 2 (two) months;

8.5.5 The Merchant has submitted false information to the Bank;

8.5.6 It is required by International Card Organizations;

8.5.7 There are other compelling reasons provided for in the general conditions of the Bank.

8.6 On the suspension of the Agreement, the fulfilling of the contractual obligations by the Bank to the Merchant has stopped. The Bank will continue fulfilling its contractual obligations immediately when the grounds for the suspension have ceased to exist.

8.7 The termination of the Agreement shall not relieve either party from the fulfilment of obligations that emerged during the term of the Agreement and arise under the Agreement to the other party. The Merchant undertakes to pay promptly all Chargebacks and other amounts owed under the Agreement submitted to them after the expiration of the Agreement.

8.8 On the termination of the Agreement, the Merchant refrains from using or does not refer in any way to the service or trademarks and design related to Cards.

8.9 On the termination of the Agreement, the service fees paid to the Bank by the Merchant shall not be refunded.

9. LIABILITY

9.1 A party to the Agreement is liable for the direct material damage to the other party or third parties arising

from the violation of the requirements specified in the Agreement.

9.2 The Merchant undertakes to compensate to the Bank, inter alia, for amounts of the claims of fine issued to the Bank by International Card Organizations as a result of the violation of the requirements set forth in Clause 3.3 of the Agreement.

9.3 Upon damaging the Payment Terminal, the Merchant undertakes to reimburse the Bank the reinstatement value of the Payment Terminal in accordance with the Bank's expert appraisal of the reinstatement value. The Bank shall submit to the Merchant such expert appraisal together with the invoice for the reinstatement value within a reasonable time.

9.4 If the Payment Terminal is destroyed, lost, stolen or becomes unusable, the Merchant undertakes to compensate to the Bank for the residual value of the Payment Terminal.

9.5 If the Merchant remains in arrears to the Bank in terms of the service fees of 2 (two) consecutive months, the Bank shall have the right to remove the Payment Terminals, received from the Bank, from the Merchant. If this proves impossible, the Bank shall have the right to regard the Payment Terminals received from the Bank as lost and demand from the Merchant the compensation of the residual value of the Payment Terminals.

9.6 If the Merchant does not return the Payment Terminal by the deadline set out in Clause 7.5.5 of the Agreement, the Bank shall be entitled to require from the Merchant a contractual penalty of 10 (ten) euros per each day of delay in returning the Terminal, and remove the Payment Terminal from the Merchant. If removal proves impossible, the Bank shall have the right to regard the Payment Terminals as lost and demand from the Merchant the compensation of the residual value of the Payment Terminals.

9.7 The Bank is entitled to debit other accounts of the Merchant at the Bank to the extent of the compensation for the reinstatement or residual value of the Payment Terminal and the amount of contractual penalty provided in this clause.

9.8 The Bank shall not be liable for any damage arising from the use of sub-standard communications networks or connections. If faults occur in communications networks or connections, the use of the Payment Terminal is prohibited until the faults have been rectified. The Merchant shall pay the costs of rectification of the faults.

10. CONFIDENTIALITY

10.1 The Merchant shall maintain the confidentiality of the information which has become known to them during the performance of the Agreement, especially the data on Cardholders and their activities (the data of Cardholders shall be considered as a banking secrecy within the meaning of the Credit Institutions Act). The confidentiality obligation applies for an unidentified term. The Merchant shall ensure that all the Merchant's employees are aware of the obligation to maintain confidentiality and observe it.

10.2 The Merchant undertakes to use the data and the information collected during the performance of the

Agreement only to fulfil their obligations under the Agreement (for completing a Transaction). The Merchant is not allowed to use the above-mentioned information and data for any other purpose. This obligation shall apply even after the termination of the Agreement.

10.3 The terms and conditions agreed upon in the Agreement will be treated as confidential and are not allowed to be disclosed to third parties, unless such disclosure is necessary pursuant to legislation, the Bank's general conditions, or it is required by International Card Organizations.

10.4 In the event of breach of the confidentiality obligation, the Merchant shall, in addition to the compensation of the claims set out in Clause 3.3, pay to the Bank for each breach a contractual penalty in the amount of three thousand (3,000) euros.

11. OTHER PROVISIONS

11.1 In their mutual relations and in matters not covered by the Agreement, the parties shall be guided by the legislation of the Republic of Estonia, the general conditions of the Bank, the price list of the Bank and good banking practices.

11.2 The Merchant shall not, without the consent of the Bank, assign or transfer a part or the whole of its rights and obligations arising from the Agreement. All assignments and transfers without the Bank's prior written consent shall be void.

11.3 The Bank is entitled to transfer and assign its rights and obligations under the Agreement, by notifying the Merchant thereof 30 (thirty) days in advance.