payware Framework Agreement (v1.1)

payware Framework Agreement

This Framework Agreement ("Framework Agreement") sets out the general terms and conditions that apply to all **pay**ware accounts, services, and related agreements. This Framework Agreement is incorporated by reference into each specific agreement between you and **pay**ware, including but not limited to Account Terms, Payment Information Exchange Services Agreements, the API Agreement, Partnership Terms, and any Addenda (each a "Specific Agreement").

Hierarchy of Documents

In the event of a conflict between this Framework Agreement and a Specific Agreement, the following order of precedence applies (highest to lowest):

1. Any individually negotiated Addendum (e.g., ISV Strategic Partner Addendum, Financial Institution Partnership Addendum)
2. Partnership Terms (e.g., ISV Partner Program Terms, Financial Institution Partnership Terms)
3. Payment Information Exchange Services Agreements
4. API Agreement
5. Account Terms
6. This Framework Agreement

Where a Specific Agreement expressly addresses a matter covered by this Framework Agreement, the Specific Agreement shall prevail to the extent of the inconsistency.

Additional terms may apply for specific payment information exchange methods or types (the "**Special Terms**"). If Special Terms apply to a payment information exchange method, we will let you know before you use the method, and the Special Terms will form part of the applicable Specific Agreement. We may add, remove, or change payment information exchange methods at any time, with appropriate notice. Your continuing use of a payment information exchange method will constitute your agreement to any such changes. The Special Terms that apply from time to time are set out in the schedule of the applicable Specific Agreement.

Parties and Definitions

Each Specific Agreement, together with the applicable Account Terms, Fees pages, and any other terms and conditions that apply to our services, forms a legal agreement between "you" (the account holder) and "us" (**pay**ware LLC). If a word or phrase is not defined in a Specific Agreement, it will have the meaning given to it in the applicable Account Terms or in this Framework Agreement.

All Specific Agreements and this Framework Agreement are available on our website and you can download or ask for a copy by email at any time.

If you'd like more information, you might find it helpful to read our FAQs. The FAQs are for information only. They don't form part of our agreement with you.

Applicable technical documentation. The applicable technical documentation means the technical and operational requirements for connection to and use of the Services that

payware publishes in its API reference and technical guides at https://kb.payware.eu/tech, as amended from time to time. It forms part of any agreement that refers to it, and **pay**ware may amend it in accordance with Section D.5. You are bound by the applicable technical documentation as in effect on the date of your certification, together with any later amendment that has taken effect: a non-material amendment on its publication, and a material amendment after the notice period in Section D.5.

For the purposes of Section D.5, an amendment that adds an optional field, endpoint, or capability without adding to or broadening your obligations is not a material change and takes effect on publication. An amendment that introduces, broadens, or tightens an obligation is a material change and takes effect only after the notice period in Section D.5.

Merchant Content. Certain information relayed to you through the Services originates from the Merchant and not from **pay**ware, including product names, descriptions, images, prices, price schedules, and any terms and conditions associated with a product (together, Merchant Content). **pay**ware relays Merchant Content on an as-received basis, does not author, review, verify, or endorse it, and gives no warranty as to its accuracy, completeness, lawfulness, or currency. The Merchant is solely responsible for Merchant Content and its compliance with applicable law.

The Merchant is the seller of the goods or services to which a Transaction relates and is solely responsible for Merchant Content and for its compliance with all applicable consumer protection, distance selling, and seller disclosure laws in the jurisdictions in which its Customers are located. **pay**ware is not a party to the contract between the Merchant and the payer and is not responsible for the goods or services supplied, their description, or their delivery.

Part A: General Legal Terms

A.1. Governing Law

The laws of the Republic of Bulgaria apply to all agreements between you and **pay**ware, and to any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with those agreements or their subject matter or formation. The provisions of the Law on Obligations and Contracts (ZZD) and the Commercial Code (TZ) shall apply to matters not expressly regulated in any agreement between you and **pay**ware. The provisions of the Commercial Code (TZ) apply exclusively to business accounts and do not apply to individuals utilizing a Personal Account as a consumer.

A.2. Jurisdiction

You and we irrevocably agree that the courts of the Republic of Bulgaria in Sofia shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with any agreement between you and **pay**ware, or its subject matter or formation.

If you are utilizing a Personal Account as a consumer resident in the European Union, you also benefit from any mandatory provisions of the law of the country in which you are resident, and you may bring legal proceedings in the competent courts of your country of residence.

A.3. Language

All agreements between you and **pay**ware are published in English. If any agreement is translated into another language, the translation is for reference only and the English version will apply. By entering into any agreement and accepting **pay**ware services, you confirm that you (and any of your authorized persons) understand English language and agree to communicate with **pay**ware in English language (or Bulgarian, where supported by **pay**ware) as far as the legal relations arising under those agreements are concerned, including with respect to submitting and resolving any complaints.

If you are a micro-enterprise registered in the Republic of Bulgaria, the relevant agreement shall be provided in Bulgarian. In the event of a conflict between the English and Bulgarian versions, the Bulgarian version shall prevail to ensure full compliance with local regulatory expectations and your protections as a small business entity.

If you hold a Personal Account as a consumer under applicable consumer protection laws, and we have provided you with a version of these terms in the official language of your country of residence, that local language version shall prevail in the event of a conflict between the English version and the local language version.

A.4. Electronic Statements (ZEDEUU)

Consents, approvals, acceptances, and other statements given by you, an account administrator, or an authorized user using any **pay**ware web portal shall have the same legal validity as a signature on a written document, in accordance with the Electronic Document and Electronic Certification Services Act (ZEDEUU) of the Republic of Bulgaria. Agreements concluded via any **pay**ware web portal shall be treated as written agreements between you and us. Any instructions to conduct operations or other actions which are submitted through any **pay**ware web portal will be treated as being submitted by you.

Your acceptance of any **pay**ware terms - whether by clicking "Accept", completing a registration process, or continuing to use a **pay**ware service after notice of updated terms - constitutes a binding declaration of intent equivalent to a written signature under Bulgarian law.

A.5. Transfer and Assignment

Only you and we have any rights under our agreements. You may not transfer or assign any of your rights or obligations under any agreement with **pay**ware.

You agree and permit us to merge, reorganize, spin-off, transform or execute any other form of reorganization or restructuring of our company or business and/or transfer or assign all of our rights and obligations under any agreement to any third party. We will only transfer any of your and our rights or obligations under an agreement if we reasonably think that this won't have a significant negative effect on your rights under that agreement or we need to do so to keep to any legal or regulatory requirement, or it is done as a result of implementation of reorganization (or a similar process). You will be able to terminate your account without penalty by providing written notice within thirty (30) days of our notification about the assignment, merger, reorganization or any other similar notification. If you do not exercise this right within the thirty (30) day period, you shall be deemed to have accepted the assignment.

Anyone who is not a party to an agreement between you and **pay**ware has no right to enforce or enjoy the benefit of any term of that agreement. However, any third party we use to provide services or any affiliate of **pay**ware may enforce or enjoy the benefit of the terms of that agreement. In addition, where an agreement between you and **pay**ware expressly stipulates a specific obligation in favour of a named class of third parties as a contract in favour of a third party within the meaning of Art. 22 of the Law on Obligations and Contracts (ZZD), the members of that class may enforce that obligation, but only to the extent, and subject to the limits, expressly stated in the stipulating provision.

A.6. No Waiver

If you have broken any agreement between you and us and we don't enforce our rights, or we delay in enforcing them, this will not prevent us from enforcing those or any other rights at a later date. Except as expressly stated otherwise in an agreement (such as a time-bar on claims), a person can only waive any right or remedy under an agreement or at law by giving written notice, not through their actions. In particular, a failure to exercise all or part of a right or remedy shall not be a waiver or limitation of all or part of that right or remedy.

A.7. Severability

If any provision of any agreement between you and **pay**ware is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The parties shall negotiate in good faith to replace the invalid provision with a valid provision that achieves, to the extent possible, the original intent.

A.8. Micro-Enterprise Definition

For the purposes of all **pay**ware agreements, "micro-enterprise" has the meaning given in the Small and Medium-Sized Enterprises Act (ZMSP), as amended from time to time. The micro-enterprise classification shall be assessed in accordance with the ZMSP, including its provisions on linked enterprises, with respect to the specific legal entity that holds the **pay**ware account.

This section does not apply to personal accounts held by individuals acting outside any trade, business, craft, or profession.

A.9. Relationship

Nothing in any agreement between you and **pay**ware is intended to, or shall be deemed to, establish any partnership or joint venture between you and us, constitute either party the agent of the other party, or authorize either party to make or enter into any commitments for or on behalf of the other party. You and we agree that we are each acting on our own behalf and not for the benefit of any other person.

A.10. Entire Agreement

Each agreement between you and **pay**ware, together with this Framework Agreement and any other agreements expressly incorporated by reference, constitutes the entire agreement between you and us in respect of the subject matter covered by that agreement and supersedes all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter.

Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the applicable agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in any agreement.

A.11. Limitation of Claims

Any claim arising under any agreement between you and **pay**ware must be brought within twenty-four (24) months of the date on which the claimant became aware, or ought reasonably to have become aware, of the circumstances giving rise to the claim. This limitation does not apply where a shorter period is specified elsewhere in these agreements, and does not override any mandatory minimum limitation periods applicable to consumers under the laws of their country of habitual residence.

Part B: Platform Safety & Use

B.1. Account Security

We do everything we can to keep your account details safe. We ask you and all authorized persons to do the same by keeping your (and their) security details safe.

Security details include usernames, API keys (where applicable to your account type), and any passwords that allow access to any **pay**ware web portal.

You should keep your security details and you should disguise or protect them if you write them down or store them. Don't share your security details with anyone. Where your account includes API access, do not share your API keys with anyone who should not have access to them.

Here are some tips to help you keep your security details safe:

- make sure you close down the **pay**ware web portal when you're not using it;
- where applicable, don't give access to your API keys to anyone who shouldn't have access to them;
- don't allow your security details to be stored on any device such as a computer or mobile phone;
- change your password regularly; and
- keep your email account and the device you use to access any **pay**ware web portal secure and don't allow others to use them.

CHANGE YOUR PASSWORD IF YOU SUSPECT THAT YOUR SECURITY DETAILS COULD BE USED WITHOUT YOUR PERMISSION.

B.2. Contact Information

Write to us:

- 7 Vladimir Vasilev str., bl.16, ap.3, Sofia 1504, Bulgaria

Report lost or stolen **pay**ware security details:

- Send us a message through the **pay**ware website contact form
- Email us on contact@payware.eu

B.3. Communication

We'll usually communicate with you by text message or email. This is how we will provide account information and tell you about any fraud, or suspected fraud, relating to your account. It is also how we will tell you if there is a security threat to your account. Make sure you regularly check your text messages and email account.

We'll usually communicate with you in English.

Please keep your details up to date and let us know immediately if any information you've given us changes. If we discover that any of your information is incorrect, we will update it.

When we refer to "email" we mean the email you provided to us during the onboarding process (unless you updated your email afterwards). It's important that you provide your primary email address and check it regularly. Should your email address change or should you have any trouble receiving or opening emails from us, you must notify us immediately. Otherwise, you agree that if an email has been delivered to your email address, you should have read it, even if you failed to do so for whatever reason.

To meet our legal and regulatory requirements we, or someone acting for us, might sometimes need to ask for more information. Please provide this information quickly so that there is no disruption to your account or our services.

B.4. Portal Restrictions

Please act reasonably and responsibly when using any **pay**ware web portal, the Partner Platform, any API, or any other **pay**ware service. These services must not be used (directly or indirectly) as follows:

- for illegal purposes (for example, committing fraud);
- in a way that we reasonably believe might harm our ability to provide our services;
- to control or use a **pay**ware account that's not yours;
- to allow anyone who isn't an authorized person to have access to or use your account or any **pay**ware web portal;
- to submit any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature;
- to defame, abuse, harass, stalk, or threaten others, promote unlawful activities, or send disruptive or offensive messages or advertisements;
- to copy, reformat, reverse-engineer, or otherwise modify the **pay**ware platform, access credentials, or our website or content;
- to download, scrape, post, or transmit (in any form or means) any part of our website or content without authorization; or
- to access any **pay**ware service for competitive purposes (including to connect to a competitive product or to create your own competitive product) or to publicly disseminate performance information or analysis relating to any **pay**ware service.

Please also act in a respectful way towards us and our support staff - we're here to help you.

B.5. Community Standards

You must comply with the [**pay**ware Community Standards] at all times when using any **pay**ware web portal, any social or community features, support channels, or any other communication facility provided by **pay**ware. Compliance with the Community Standards is a primary obligation under all agreements with **pay**ware.

B.6. Strategic Disparagement

Scope - Consumer Accounts. This Section B.6 is a business-to-business clause directed at Merchant, ISV, Financial Institution, and FI Integration Partner accounts. If you are utilizing a Personal Account as a consumer under applicable consumer protection laws, this Section B.6 shall apply only to the maximum extent permitted by such laws and shall not restrict any statutory right you have to publish factual reviews, submit complaints to a competent authority, exercise any out-of-court redress mechanism, or otherwise express your opinion in accordance with applicable law. Nothing in this Section B.6 is intended to, and shall not be construed to, waive, restrict, or limit any non-waivable consumer right.

"**Strategic Disparagement**" means the use of **pay**ware's social features, community forums, support channels, public review platforms, or any other communication facility - including the publication of technical critiques or regulatory commentary - with the intent or effect of circumventing the formal complaints process set out in the applicable Specific Agreement and Section D.2, or of creating reputational pressure to obtain a commercial outcome outside that process. Strategic Disparagement constitutes a material breach and may result in immediate suspension or closure of your account, tier downgrade, or termination of any partnership arrangements.

Good Faith Carve-out. For the avoidance of doubt, Strategic Disparagement does not include: (a) private technical feedback, bug reports, or feature requests submitted through **pay**ware's authorized support channels; (b) mandatory reports or disclosures to regulatory authorities, law enforcement, or supervisory bodies required by applicable law; (c) good-faith participation in legal or regulatory proceedings; or (d) factual, non-disparaging descriptions of the account holder's own experience published after the dispute resolution procedure under Section D.3 has been completed or has expired without resolution. This clause is intended to protect against the use of public-facing platforms as a commercial lever to circumvent the formal dispute process, not to restrict legitimate private communication, lawful regulatory engagement, or post-resolution factual commentary.

Exclusive Venue for Technical Critiques. The formal dispute resolution procedure set out in Section D.3 and the complaints procedure set out in Section D.2 are the exclusive venues for raising technical critiques, service availability complaints, or performance-related grievances. Publishing such critiques on public-facing platforms (including social media, review sites, industry forums, or press outlets) while a Dispute Notice is pending or before the fifteen (15) working day resolution period under Section D.3 has elapsed shall constitute prima facie evidence of intent to create reputational pressure and may be treated as Strategic Disparagement. The use of social features, public forums, or any external communication channel to highlight technical issues while a support ticket is active or before a Dispute Notice has been served may be treated as a material breach of this section, subject to the Good Faith Carve-out above. This provision does not restrict the account holder's right to publish factual, non-disparaging descriptions of their experience after the dispute resolution procedure has been completed or has expired without resolution.

B.7. Cross-Default

A material breach of any agreement you hold with **pay**ware (including any account terms, service agreements, partnership terms, or addenda), where such breach would also constitute a material breach if assessed under those terms, constitutes an exceptional circumstance that may result in the suspension or closure of any or all of your **pay**ware accounts. For the purposes of this clause, "you" includes any legal entity under common ownership or control with you, where "control" means direct or indirect ownership of more than fifty percent (50%) of the voting rights or equivalent ownership interest; provided, however, that for Partners operating under a Financial Institution Partnership Addendum or ISV Strategic Partner Addendum, this Cross-Default provision shall apply only to breaches committed by the specific legal entity that is a signatory to such Addendum, and shall not be triggered by the actions of its affiliates.

B.8. Exceptional Circumstances for Suspension or Closure

We may close or suspend your account immediately, and end your access to our website, in exceptional circumstances. Exceptional circumstances include, for example, the following:

- if we have good reason to suspect that you are behaving fraudulently or otherwise criminally;
- if you haven't given us (or someone acting on our behalf) any information we need, or we have good reason to believe that information you have provided is incorrect or not true;
- if you've broken the terms and conditions of your account in a serious or persistent way (subject to any applicable notice and cure periods expressly set out in your Specific Agreement, unless immediate suspension is reasonably necessary to prevent fraud, financial loss, or a security threat to the platform);
- we've asked you to repay money you owe us, and you haven't done so within a reasonable time;
- we have good reason to believe that your use of any **pay**ware web portal could damage our reputation or goodwill (For Personal Account holders acting as consumers, this ground applies only where payware can objectively demonstrate that the conduct is likely to cause material harm);
- we have good reason to believe that your use of any **pay**ware web portal is harmful to us or our software, systems, or hardware;
- you've been declared bankrupt or insolvent, are being wound up, or a similar event is taking place;
- we have to do so under any law, regulation, court order or instructions of an ombudsman;
- you engage in Strategic Disparagement as defined in Section B.6;
- you materially breach the **pay**ware Community Standards; or
- Cross-Default as defined in Section B.7.

Additional exceptional circumstances specific to your account type may be set out in your Specific Agreement.

If we close your account in exceptional circumstances, you will only be able to use **pay**ware websites and related services. Any payment information exchange methods will be rejected.

Closing your **pay**ware account and ending your agreement with us may also end any other agreements you have with us or through us with third parties.

If your account has been temporarily restricted, we may not be able to close your account until we have completed our enquiries.

B.9. When We Will Refuse or Delay a Payment Information Exchange

We must refuse to process instructions, or delay a payment information exchange, in the following circumstances:

- if legal or regulatory requirements prevent us from exchanging the payment transaction information or mean that we need to carry out further checks;
- if you have broken the applicable terms and conditions in a way that we reasonably believe justifies us refusing or delaying your payment information exchange process;
- if we believe that processing your instruction would break the applicable terms and conditions or that your instruction doesn't contain all the information we need to properly exchange the payment information;
- if you've been declared bankrupt or insolvent, are being wound up, or a similar event is taking place;
- if, even after doing everything reasonably possible, we won't be able to exchange the payment information on time;
- if a third party prevents us from exchanging the payment transaction information (for example, if a payment institution does not allow a payment transaction);
- if you owe us money or we intend to exercise our right of set-off;
- if we have asked you for important information we reasonably need and you have not given us that information; or
- if we have suspended your account.

When we refuse to exchange payment information, we'll always (unless it would be unlawful or technically impossible for us to do so) try to let you know of that refusal, the reasons for that refusal (if possible), and the procedure for rectifying any factual errors that lead to that refusal. Such notification shall be given to you as soon as practicable following the refusal.

We won't be responsible for any losses you suffer as a result of us refusing or delaying payment information exchange.

B.10. Regulatory Reporting Safe Harbor

You irrevocably waive any claims for damages (including but not limited to loss of profit, loss of business, loss of reputation, or consequential losses) against **pay**ware arising from **pay**ware's good-faith cooperation with, or mandatory reporting to (or reporting otherwise expressly permitted under an applicable agreement), regulatory or law enforcement authorities in connection with fraud prevention, suspected illicit activity, or sanctions compliance. This waiver extends to any account suspension, restriction, or closure carried out in connection with such cooperation or reporting, provided **pay**ware acts in good faith and in accordance with applicable law. If you are utilizing a Personal Account as a consumer under applicable consumer protection laws, this waiver applies only to the maximum extent permitted by such laws.

B.11. Lawful Use of Services

You must use the Services in a lawful and proper manner. This means that you must obey all international and domestic laws, rules, and regulations that apply. These may include the requirements of payment systems or other third parties, as well as legislative bodies.

You must comply with any requirements relating to refunds, the use or provision of financial services, payment services, notification and consumer protection, unfair competition, privacy, advertising, and any other laws relevant to your Transactions. These include the Law on Measures Against Money Laundering of the Republic of Bulgaria, the Law on Measures Against the Financing of Terrorism of the Republic of Bulgaria, the EU General Data Protection Regulation, the Data Protection Act of the Republic of Bulgaria, and the Consumer Protection Act of the Republic of Bulgaria.

B.12. Illegitimate Transactions

You cannot use the Services to exchange information for any "**Illegitimate Transaction**". This means any transaction which is inaccurate, incomplete, not typical for your business or personal activities, without the authorization of the relevant counterparty (as defined in the applicable Specific Agreement), contrary to any applicable laws, suspicious, fraudulent, or made for purposes other than in connection with the purposes you have described to us. It also includes any transaction which is not a legitimate legal transaction.

We have no way of knowing if a transaction is an Illegitimate Transaction and you are responsible for identifying and preventing any Illegitimate Transactions. You must monitor whether your transactions are Illegitimate Transactions and, if you are unsure, take steps to ensure they are not Illegitimate Transactions before submitting them for information exchange. You are solely responsible for any losses you incur due to any Illegitimate Transactions.

B.13. Prohibited Business and Technical Restrictions

You may not use the Services to enable you or any other person to benefit from any activities that we decide are a prohibited business or activity from time to time (collectively, "**Prohibited Business**"). Prohibited Business includes the use of the Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the European Commission, the Republic of Bulgaria, the United States Office of Foreign Asset Control (OFAC), or the United Kingdom's HM Treasury (OFSI). It also includes any business or activity which we or any third party we use to provide the Services otherwise decides is a Prohibited Business.

If you are uncertain whether a category of business or activity is a Prohibited Business or have questions about how these restrictions apply to you, please contact us.

Whenever using the Services, you must also not do the following things, and must ensure that any third parties do not do them using your account:

- access or attempt to access non-public **pay**ware systems, programs, data, or services;
- copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of the Services, Documentation, or our website except as expressly permitted by applicable laws;
- act as a service bureau or pass-through agent for the Services with no added value;
- transfer any rights granted to you under any agreement with **pay**ware;
- work around any of the technical limitations of the Services or enable functionality that is disabled or prohibited;
- reverse engineer or attempt to reverse engineer the Services except as expressly permitted by applicable laws;
- perform or attempt to perform any actions that would interfere with the normal operation of the Services or affect use of the Services by our other users; or
- impose an unreasonable or disproportionately large load on the Services. (Exceeding the applicable rate limits or platform stability controls defined in the API Documentation or your Specific Agreement shall result in technical throttling or

temporary access restrictions, but shall not, in isolation, constitute a material breach of this provision unless done maliciously or persistently despite written warnings).

Part C: Service & Relationship

C.1. Nature of payware Services

The payment information exchange product that **pay**ware provides under any Specific Agreement is referred to as the "**Services**". **pay**ware is not a payment institution, does not provide regulated payment services, and at no time receives, holds, or transfers customer or merchant funds. Payment services are provided exclusively by participating payment institutions.

payware is a Technical Information Exchange Infrastructure provider. **pay**ware provides multi-sided payment information exchange services, which involve the technical routing of payment-related data between the payee and the payer's payment institution via digital channels (including QR codes, NFC, sound, deep links, barcodes, APIs, and similar technology). **pay**ware's service is strictly limited to the digital transmission of information. **pay**ware is not a payment institution, does not provide regulated payment services, does not execute payment transactions, does not handle or control funds, does not possess visibility over the underlying fund positions, and at no time receives, holds, or transfers customer or merchant funds.

The exchange of information does not guarantee the completion of a money transfer, but rather represents the intention of the payer and payee to initiate such a transfer. The responsibility of confirming the payer's intention and initiating the funds transfer falls solely on the relevant payment institution.

The payee and the payer shall be responsible for ensuring the accuracy of the payment-related information exchanged through the Services.

The payer's and payee's payment institutions shall be responsible for ensuring the completion of the money transfer and settlement.

The mode of money transfer shall be determined by the payer's payment institution and shall typically be executed as an account-to-account transfer.

payware shall provide the payee with information regarding the outcome of the money transfer based on the response received from the relevant payment institution.

Transient Technical Reflection. Where the **pay**ware platform or any **pay**ware web portal displays financial data - including but not limited to transaction histories or settlement amounts - such data is retrieved from the relevant payment institution's systems via API and is presented to you as a transient technical reflection of the payment institution's records. While **pay**ware may maintain a record of these notifications for your convenience, **pay**ware does not independently calculate, validate, or guarantee the accuracy of such financial data. The payment institution remains the sole authoritative source for all financial data. Any discrepancy between the data displayed in the **pay**ware portal and the payment institution's own records shall be resolved by reference to the payment institution's records, except as otherwise expressly provided in a Financial Institution Partnership Addendum for fee calculation and billing purposes.

Offline and store-and-forward transactions. Where **pay**ware's services support offline transaction queuing or store-and-forward functionality, the risk of data loss, corruption, or transmission failure for queued transaction data remains entirely with the party whose system stores the data (whether Merchant, ISV, FIIP, or their device) until the transaction data is successfully transmitted to **pay**ware's systems and the relevant payment institution issues its authoritative status notification. **pay**ware's obligations (including its discharge from liability) commence only upon receipt and successful processing of the transaction data by **pay**ware's systems.

C.2. Regulatory Framework

payware's services are provided in accordance with the following regulatory framework:

Directly applicable to payware:

- General Data Protection Regulation (GDPR) / Data Protection Act (ZZLD) - for data protection obligations;
- Electronic Document and Electronic Certification Services Act (ZEDEUU) - for the legal validity of electronic statements;
- Directive (EU) 2019/770 on certain aspects concerning contracts for the supply of digital content and digital services - as applicable to **pay**ware's SaaS platform;
- Value Added Tax Act (ZDDS) and Directive 2006/112/EC - for taxation of technical services; and
- Commercial Code (TZ) and the Law on Obligations and Contracts (ZZD) - for commercial law matters.

Applicable to payware's payment institution partners (referenced for context only):

- PSD2, EMD2, CRD/CRR and the corresponding local legislation (e.g., ZPUPS, ZKI) - for the regulatory context in which payment institutions, electronic money institutions, and banks operate;
- Anti-Money Laundering Directive (ZMIP) - for anti-money laundering compliance by payment institutions;
- Law on Measures Against the Financing of Terrorism (ZMFT) - for counter-terrorism financing compliance by payment institutions; and
- Consumer Protection Act (ZZP) - for consumer protection obligations where applicable to merchants and payment institutions;
- Regulation (EU) 2022/2554 on digital operational resilience for the financial sector ("**DORA**") and its delegated and implementing acts - for ICT third-party risk management, incident reporting, and operational resilience obligations applicable to financial entities that use ICT third-party service providers.

payware's transaction information exchange services constitute ICT services within the meaning of Article 3(21) of DORA. **pay**ware is not itself a financial entity under DORA and is not subject to direct regulatory obligations thereunder. DORA imposes contractual requirements (Article 30) on financial entities in respect of their ICT service arrangements, which flow indirectly to **pay**ware through its relationships with payment institution partners. For the avoidance of doubt, **pay**ware's services are supplementary to the payment institution's core payment processing capabilities: the discontinuation of **pay**ware's services would not impair a payment institution's ability to execute payment transactions, authenticate customers, settle funds, maintain regulatory compliance, or continue its operations through its own channels and systems. **pay**ware provides operational resilience commitments in the applicable Specific Agreement (in particular, the Financial Institution Partnership Terms) to facilitate the payment institution's own DORA compliance objectives.

payware is not itself regulated as a payment institution, electronic money institution, or credit institution under PSD2, EMD2, CRD/CRR, ZPUPS, or ZKI. Because **pay**ware does not execute payment transactions, handle funds, or possess visibility over underlying fund positions, it is not an "obligated entity" within the meaning of Article 4 of ZMIP. All anti-money laundering, know-your-customer (KYC), and strong customer authentication (SCA) obligations are maintained and performed exclusively by the participating payment institutions, which are the regulated entities responsible for compliance with ZMIP, ZMFT, and applicable PSD2/ZPUPS requirements. References to these instruments are made solely to establish the regulatory context in which **pay**ware's partners operate and to define the compliance obligations that partners must fulfil.

Platform Integrity Verifications. Any identity verification, business verification, or background checks performed by **pay**ware during account onboarding or ongoing account review (collectively, "**Platform Integrity Verifications**") are conducted solely for the purpose of verifying the identity of the live person representing the business entity, preventing platform abuse, enforcing the Community Standards, and maintaining the integrity of the **pay**ware platform. Platform Integrity Verifications are not performed to satisfy statutory anti-money laundering, know-your-customer, or counter-terrorism financing obligations under ZMIP, ZMFT, or any equivalent legislation, which remain the exclusive responsibility of the participating payment institutions. References to "due diligence," "KYC," or "KYB" in any Specific Agreement or in **pay**ware's Privacy Notice shall be interpreted as Platform Integrity Verifications within the meaning of this section.

C.3. Disclaimers and No Warranties

We provide the Services and all **pay**ware intellectual property "as is" and "as available", without any express, implied, or statutory warranties of title, merchantability, fitness for a particular purpose, non-infringement, or any other type of warranty or guarantee. No data, documentation or any other information provided by **pay**ware or obtained by you from or through the Services - whether from **pay**ware or another **pay**ware Entity, and whether oral or written - creates or implies any warranty from a **pay**ware Entity to you.

payware disclaims knowledge of, and does not guarantee:

- the accuracy, reliability, or correctness of any data provided through the Services;
- that the Services will meet your specific needs or requirements;
- that the Services will be available at any particular time or location, or will function in an uninterrupted manner or be secure;
- that **pay**ware will correct any defects or errors in the Services, API, documentation, or data; or
- that the Services are free of viruses or other harmful code.

Use of data you access or download through the Services is done at your own risk - you are solely responsible for any damage to your property, loss of data, or any other loss that results from such access or download. You understand that **pay**ware makes no guarantees to you regarding transaction information exchange times or settlement times to your registered payment institutions' accounts.

Nothing in any agreement between you and **pay**ware operates to exclude, restrict or modify the application of any implied condition, warranty or guarantee, or the exercise of any right or remedy, or the imposition of any liability under applicable law where to do so would contravene that law or cause any term of that agreement to be void.

If you are utilizing a Personal Account as a consumer, you benefit from statutory guarantees of conformity for digital services under applicable law, and nothing in this Section C.3 restricts those statutory rights.

C.4. Limitation of Liability

Nothing in any agreement between you and **pay**ware shall exclude or limit liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, liability under any indemnities provided in the applicable agreement, or any other matter that cannot be excluded by law.

Exclusion of consequential losses

Under no circumstances will any **pay**ware Entity (meaning **pay**ware, its affiliates, and their respective directors, officers, employees, agents, and service providers) be responsible or liable to you for any:

- indirect, punitive, incidental, special or consequential damages arising out of any agreement;
- lost profits or loss of business or loss of goodwill whether arising directly or indirectly;
- funds related to transactions that have not been received by you from the relevant payment institution for any reason whatsoever;
- even if such damages are foreseeable, and whether or not you or the **pay**ware Entities have been advised of the possibility of such damages.

For the avoidance of doubt, the exclusion of consequential losses in this Section C.4 does not apply to or limit the scope of indemnifiable losses under Section C.6.

payware Entities are not liable, and deny responsibility for, any damages, harm, or losses to you arising from or relating to hacking, tampering, or other unauthorized access or use of the Services, your account, or data, or your failure to use or implement anti-fraud measures, security controls, or any other data security measure, other than to the extent such event arises directly from a breach of the applicable agreement by **pay**ware.

payware Entities have no liability to you or others caused by:

- your access or use of the Services inconsistent with the documentation;
- any unauthorized access of servers, infrastructure, or data used in connection with the Services;
- interruptions to or cessation of the Services, whether as a result of failure in connectivity or otherwise;
- any bugs, viruses, or other harmful code that may be transmitted to or through the Services;
- any errors, inaccuracies, omissions, or losses in or to any data provided to us;
- third-party content provided by you; or
- the defamatory, offensive, or illegal conduct of others.

Aggregate liability cap

Subject to the applicable agreement, the aggregate liability of either party under or arising out of any agreement, whether arising in contract, tort (including liability for negligence), statute or otherwise, shall be limited to the amount of Fees paid by you to **pay**ware during the three (3) month period immediately preceding the event that gave rise to the claim for damages, unless a different liability cap is expressly specified in a Specific Agreement; provided, however, that this limitation shall not apply to or limit your obligation to pay any applicable Fees or revenue share amounts owed to **pay**ware under any agreement, nor shall it apply to or limit your indemnification obligations under Section C.6 or any other indemnification obligations expressly set out in an applicable agreement.

If you and **pay**ware have executed an ISV Strategic Partner Addendum, a Financial Institution Partnership Addendum, or any other agreement that expressly provides for a different liability cap, the liability cap set out in that agreement shall supersede the aggregate liability limit stated above to the extent expressly provided therein. Where multiple default agreements specify different liability caps, the highest default cap applicable to the relevant claim shall apply. However, where a custom Addendum (such as an ISV Strategic Partner Addendum or Financial Institution Partnership Addendum) expressly sets a liability cap, that Addendum cap shall constitute the absolute maximum aggregate ceiling across all agreements, regardless of whether it is higher or lower than any default cap.

The limitations on **pay**ware Entities' liability set out in this section will apply regardless of the legal theory on which your claim is based, including contract, tort (including negligence), strict liability, or any other theory or basis.

Liability Cap by Agreement Type

The following table summarizes the default liability caps. Where a Specific Agreement provides for a different cap, the provisions of that Specific Agreement shall prevail:

Agreement Type	**Default Liability Cap**
Account Terms and Exchange Agreements	Greater of: Fees paid in the preceding 3 months, or €100
API Agreement	Greater of: Fees paid in the preceding 12 months, or €1,000
ISV Strategic Partner Addendum	As specified in the Addendum
Financial Institution Partnership Addendum	As specified in the Addendum

Where multiple default agreements apply to a single claim, the highest default cap among them shall govern. Where a custom Addendum applies, the Addendum cap shall constitute the absolute aggregate ceiling in accordance with the Aggregate liability cap provision above.

If you are utilizing a Personal Account as a consumer under applicable consumer protection laws, the liability caps in this section shall apply only to the maximum extent permitted by such laws, and do not restrict your statutory rights to seek compensation for foreseeable damages caused by our breach or negligence.

Losses from legal or regulatory requirements, or unusual or unexpected events

We will not be responsible for any losses you suffer or costs you have to pay because of a legal or regulatory requirement, or because there were unusual or unexpected events outside our control, unless those losses or costs result from us failing to meet our obligations to exchange payments information into your account.

However, we will not be responsible for losses or costs relating to us failing to exchange payments information into your account if this was because of events beyond our control which we could not have avoided, even if we had taken all reasonable steps to prevent them.

C.5. Your Responsibility for Our Losses

If you have broken any terms and conditions, and this has caused us to suffer a loss, the following will apply:

- you will be responsible for any losses we suffer as a result of your action (we will try to keep the losses to a minimum); and
- you will also be responsible for any reasonable legal costs that arise as a result of our losses.

C.6. Indemnity

In addition to your other obligations under any agreement, you are at all times responsible for the acts and omissions of your employees, contractors and agents, to the extent such persons are acting within the scope of their relationship with you.

You indemnify, and keep indemnified, **pay**ware, its affiliates, and their respective directors, officers, employees, agents, and service providers (each a "**payware Entity**") in full and on demand against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by a **pay**ware Entity arising out of or in connection with:

- your breach of any provision of the applicable terms;
- any fees, fines, penalties, or any other liability **pay**ware incurs that results from your use of the Services;
- any breach of the requirements or failure by you to comply with the requirements of a third party we use to deliver the Services (including their rules), a legal or regulatory requirement;
- negligent or willful misconduct of your employees, contractors, or agents;
- your publication of illegal content through the Services or claims that content you published infringes the intellectual property, privacy, or other proprietary rights of others; or
- contractual or other relationships between you and your counterparties.

If you are utilizing a Personal Account as a consumer under applicable consumer protection laws, this Section C.6 does not apply to you.

C.7. Representations and Warranties

By accepting any agreement with **pay**ware, you represent and warrant that:

- you are eligible to register and use the Services and have the authority to execute and perform the obligations required by the applicable agreement;
- any information you provide us about you, your business (where applicable), products, or services is accurate and complete;
- any content you supply for display to your counterparties, including product information, images, and terms and conditions, is accurate, lawful, and current at the time of each Transaction to which it relates, and not only at the time it was supplied;

- any charges you submit represent a Transaction for permitted products, services, or activities, and any related information accurately describes the Transaction;
- you will fulfil all of your obligations to your counterparties and will resolve all complaints and refund requests with them;
- you will comply with all applicable laws applicable to your business or activities and use of the Services;
- your employees, contractors and agents (where applicable) will at all times act consistently with the terms of the applicable agreement; and
- you will not use the Services, directly or indirectly, for any fraudulent or illegal undertaking, or in any manner that interferes with the normal operation of the Services.

C.8. Derived Data Ownership

You retain ownership of all content, data, and information you submit to any **pay**ware service, including your business or personal profile, product descriptions (where applicable), and transaction details. However, you acknowledge and agree that **pay**ware owns all right, title, and interest in any anonymized, aggregated, or derived data generated by **pay**ware from your use of the Services, including but not limited to transaction volume analytics, usage patterns, performance benchmarks, and market insights (collectively, "**Derived Data**"). Derived Data does not include your personal data or data that can be used to identify you or your customers. **pay**ware may use Derived Data for any lawful purpose, including product improvement, market analysis, and benchmarking, without restriction or obligation to you.

C.9. Intellectual Property

We own all the intellectual property in our products (for example, the content in any **pay**ware web portal and on our website, and our logo). You must not use our intellectual property as your own, except to enjoy our products. You also must not reverse-engineer any of our products (that is, reproduce them after a detailed examination of their construction or composition).

Outside of a Specific Agreement, we may separately agree in writing to make certain **pay**ware logos or marks ("**payware Marks**") available for use by you. If we do, **pay**ware may limit or revoke your ability to use **pay**ware Marks at any time in writing. You cannot use any **pay**ware Marks or any of **pay**ware's other intellectual property rights - including, without limitation, patents, rights to inventions, copyright and related rights, moral rights, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in API documentation, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights - without first entering into a separate license agreement with us.

You shall not, nor directly or indirectly assist any other person to use the **pay**ware Marks in a way that is misleading as to the ownership of the **pay**ware Marks or otherwise do or omit to do anything to diminish our rights in the Marks or impair any registration of the **pay**ware Marks.

You may only use the trademarks or service marks of third parties we work with to deliver the Services in accordance with your rights to do so. You are not granted any such rights in these terms.

You agree that we can publicly identify you as a **pay**ware partner in our marketing and/or promotional material in respect of the Services. If you do not want us to identify you as a partner, please contact us. Neither you nor we will imply any untrue sponsorship, endorsement, or affiliation between you and **pay**ware. Upon termination of your account, both you and **pay**ware will remove any public references to our relationship from our respective websites or other publicly available materials.

C.10. Regulatory Recharacterization

If any legislative or regulatory development (including but not limited to the adoption of a revised Payment Services Directive (PSD3), the Payment Services Regulation (PSR), the Financial Data Access Regulation (FiDA), the Consumer Credit Directive (Directive 2008/48/EC or Directive (EU) 2023/2225), or any implementing or delegated act thereunder), or any binding determination, decision, or order of a competent supervisory or judicial authority, creates a material risk that **pay**ware's transaction information exchange services (or any fee charged for them, including the Per-Funded-Loan Platform Fee) could be recharacterized as a regulated payment service, payment initiation service, account information service, or a credit-intermediation, credit-broking, or lending activity (including under the Consumer Credit Act (ZPK) or Art. 3a of the Law on Credit Institutions (ZKI)), **pay**ware shall have the unilateral right to modify the technical flow, API structure, data exchange protocols, or commercial arrangements (including the characterization, calculation, or structure of the Per-Funded-Loan Platform Fee) under any agreement to the extent necessary to ensure that **pay**ware's services and fees remain outside the scope of regulated payment services and outside any credit-institution or consumer-credit licensing perimeter.

payware shall provide thirty (30) days' written notice of any such modification, together with a description of the changes and their anticipated impact. **pay**ware may activate the modified technical flow at or after the expiry of the thirty (30) day notice period (or earlier if required by a regulatory effective date, in which case the notice period shall be shortened accordingly). You shall implement any necessary technical or operational adjustments within sixty (60) days of the notice. Where **pay**ware activates the modified flow before the expiry of the sixty (60) day implementation period, **pay**ware shall use reasonable efforts to maintain backward-compatible access to the prior flow during the remaining implementation period, but shall not be obliged to do so if continued operation of the prior flow would itself constitute a regulated activity. If you are acting in good faith to implement the required adjustments but require additional time due to the complexity of your integration, you may request a grace period of up to ninety (90) days beyond the initial sixty (60) day period by providing **pay**ware with a written migration plan demonstrating reasonable progress. During such grace period, you shall not be deemed in material breach solely by reason of operating under the prior technical flow, provided you are actively implementing the required changes in accordance with the agreed migration plan. If you fail to implement the required adjustments within the applicable period (sixty (60) days, or the extended grace period if granted), either party may terminate the affected agreement in accordance with its termination provisions.

This clause applies to all account types and supplements any more specific regulatory recharacterization provisions in a Specific Agreement (such as the Financial Institution Partnership Terms).

C.11. Conduct and Counterparty Relations

You are solely responsible for your relationship with your counterparties (whether they are your customers, payers, or other third parties). This means that you are solely responsible for the nature and quality of the products, services, or transactions you provide or facilitate, and for any other aspect of your relationship with your counterparties. You undertake to us to meet your responsibilities to your counterparties under any applicable laws.

We are not responsible in any way for your relationship with your counterparties or otherwise for the products, services, or transactions you publicize, provide, or facilitate. In particular, we will not provide your counterparties with any support regarding Transaction receipts, product or service delivery, returns, refunds, and any other issues related to your products, services, or activities.

However, it is very important to us that your counterparties understand the purpose, amount, and conditions of the charges you submit using the Services. With that in mind, when using the Services you must:

- accurately communicate, and not misrepresent, to your counterparties the nature of the Transaction, prior to submitting it to us;
- provide your counterparties a meaningful way to contact you in the event that the product, service, or transaction is not provided as described;
- inform your counterparties that **pay**ware and its affiliates exchange payment transaction information for you.

C.12. Reconciliation and Error Notification

You will find information about transactions and other activities in your account in the **pay**ware business web portal or personal web portal, as applicable to your account type. Except as required by law, you are solely responsible for reconciling the information in the **pay**ware business web portal or through the **pay**ware APIs generated by your use of Services with your records and for identifying any errors. We provide no warranties, assurance or guarantees that the information set out on the **pay**ware business web portal or through the **pay**ware APIs will be always error free or up to date, or that access to the **pay**ware business web portal or through the **pay**ware APIs will be uninterrupted.

You agree to review your account and immediately notify us of any errors. We will investigate any reported errors, including any errors made by **pay**ware or a third party we use to provide the Services, and, when appropriate, attempt to rectify them. However, you should be aware that your ability to recover funds you have lost due to an error may be very limited or even impossible, particularly if we did not cause the error.

For transaction errors, we will work with you and our third-party providers to correct a transaction error in accordance with any applicable rules, regulations or laws. If you fail to communicate an error to us for our review without undue delay and, in any event, within ninety (90) days of the date the relevant transaction data was made available to you, you waive your right to make any claim against us or any third party we work with to deliver the services; provided, however, that this ninety (90) day limitation shall not apply to discrepancies discovered during a formal audit conducted in accordance with the applicable Specific Agreement.

If you are utilizing a Personal Account as a consumer under applicable consumer protection laws, this ninety (90) day limitation does not restrict your statutory limitation periods.

C.13. Onboarding and Ongoing Review

To use the Services, you must apply to, and be accepted by, us. As part of the application process, you must provide us with the information we request (the "**Information**"). The specific information required for your account type is set out in the applicable Specific Agreement.

As well as reviewing the Information you provide, we may also need to undertake further Platform Integrity Verifications (as defined in Section C.2) which may include retrieving information about you and, where applicable, your business or business activity from third parties. These third parties may include our service providers, credit reporting agencies, background checks and information bureaus. By agreeing to any Specific Agreement, you agree that we may retrieve this information, and you also agree that you will provide us with any reasonable assistance to provide that information.

We may also request Information from you, retrieve information about you, or review the information we hold about how you are using the Services, after your account is opened. If any Information you have previously provided changes or becomes incomplete or out of date, you must let us know. If you are a business account holder and you make any material changes to your business or your business activity, you must let us know as well.

When you use a specific payment information exchange method, we may also need to share any information received from you, or information obtained about you, or the information we hold about your use of the services, with the partners we use to process that payment information exchange method. We may need to do this when we are deciding whether to offer you the Services, or while you're using the Services.

C.14. Multi-Currency Processing

We allow you to include different currencies in your payment transaction information exchanges. However, **pay**ware only transmits this data; any actual multi-currency settlement or conversion is executed entirely by the participating payment institutions. We call these things "**Multi-Currency Processing**".

If you use Multi-Currency Processing, the transaction involved payment institution will identify the currency exchange rate and any fees at the time of the charge. If a refund is subsequently issued, the transaction involved payment institution will apply the currency exchange rate at the time of the refund, not the rate as at the time of the original transaction.

Additional Multi-Currency Processing responsibilities specific to your account type may be set out in the applicable Specific Agreement.

C.15. Authorized Persons

You can authorize other people ("**delegates**") to carry out certain activities on your behalf. There may be several different categories of delegates with different access to **pay**ware provided resources and services, all referred to as "**authorized persons**".

We will treat all instructions and actions by authorized persons acting within the limits of their authority as if you had given that instruction or carried out that action yourself.

It is your responsibility to withdraw your authority from, or impose limits on, any authorized person (for example, if they are no longer employed by or trusted by you).

Any authorized person must be 18 or over. You are also responsible for all their activities. For example, if they lose their **pay**ware security details, it is your responsibility to tell us in line with the applicable terms, although you may ask them to tell us instead.

C.16. Account Validation and Misdirected Payments

payware provides a basic account validation process without imposing any limitations on the account registration procedure. It is the responsibility of the account holder to guarantee that the registered payment accounts are authentic and accurate. It is imperative that your payment institution accounts registered with **pay**ware, and your account profile data, accurately reflect your payment institution's accounts profile data.

The payee's and the payer's payment institutions validate registered payment accounts prior to every transaction. If account information is incorrect the transaction will fail.

We'll always try to exchange your transaction information correctly and on time, but sometimes things go wrong, and transaction information might be delayed or not received. If something has gone wrong, inform your account holding institution or contact us as soon as possible.

We won't be responsible for the following:

- any losses other than those that are due to us acting fraudulently or negligently, or deliberately failing to do something; or
- any losses other than those that are directly caused by our failure, whether or not those losses could reasonably have been expected.

The liability limitations set out in Section C.4 apply to our responsibility for payments sent to the wrong account, not sent at all, or delayed.

C.17. Exchange Rate Visualization

payware uses an exchange rate based on foreign-exchange markets. We use the most representative forex market rate available, which is generally the "midpoint" value.

The exchange rates are updated once every 24 hours and used only for your preferred currency visualization purposes throughout our websites and **pay**ware web portals. The previous day's historical exchange rates become available each day at 00:10 AM GMT. We provide the original transaction currency value as the source of truth for the transaction next to the visualized preferred currency value.

We won't be responsible for the following:

- if you lose any money as a result of converting currency; or
- if you're charged any fees or lose any money because you register accounts in another country and you ask the payer (or the payer's bank) to make the conversion.

C.18. Payment Cancellation

Initiated but not finalized transactions can be cancelled by the payee.

Processed and confirmed by the payer, transactions cannot be cancelled.

payware doesn't provide any mechanism to cancel a finalized payment. Because of the nature of account-to-account transfers, once a transaction has been processed and finalized by the payer's payment institution, it is final and irrevocable. It cannot be unilaterally cancelled by the payer's payment institution, and any return of funds must be handled as a new refund transaction initiated by the payee.

Additional cancellation provisions specific to your account type may be set out in the applicable Specific Agreement.

C.19. Confidentiality

payware Confidential Information. payware may provide certain information to you that is confidential or proprietary ("**payware Confidential Information**"). **pay**ware Confidential Information consists of (a) your access keys, logins, API credentials, or tokens for any **pay**ware service or platform, any non-public elements of any **pay**ware service or platform, or any pre-release information about any **pay**ware service, and (b) anything identified or marked as "Confidential" or "Proprietary" or that you should reasonably understand to be confidential or proprietary under the circumstances. You may use **pay**ware Confidential Information only for the purposes of the applicable agreement. You may not disclose any **pay**ware Confidential Information to third parties, other than your employees, agents, and advisors with a need to know and for whom you agree to remain responsible.

Your Confidential Information. As a general principle, you should not disclose any information to **pay**ware that you consider to be confidential, unless appropriate confidentiality protections are in place. Any unsolicited information you provide to **pay**ware through the platform, support channels, or other standard communication channels will be treated as non-confidential and **pay**ware may use it freely. However, this does not apply to the extent: (a) you have entered into a separate non-disclosure agreement (NDA) or other confidentiality terms with **pay**ware; or (b) you have clearly marked the information as "Confidential" in writing prior to disclosure during pre-contractual or partnership negotiations, in which case **pay**ware will treat such information with reasonable care.

Part D: Administrative

D.1. Notices

We may need to provide you with information or notices. We'll do so by letting you know through the applicable **pay**ware web portal or by contacting you at your registered email address. We'll consider something to have been received by you as soon as we send it. If you need to send us a notice, you may do so by email to formalcomplaints@payware.eu or through the applicable **pay**ware web portal. We'll consider your notice to have been received when we acknowledge receipt, which we will do without undue delay; in any event, a notice sent by email to formalcomplaints@payware.eu, or submitted through the applicable **pay**ware web portal, shall be deemed to have been received by us two (2) business days after it was sent or submitted, unless the sender receives a delivery-failure notification, even if we have not acknowledged receipt.

D.2. Complaints

If you'd like to speak to someone about an issue that's concerning you, please contact us through the **pay**ware support center. We can usually settle matters quickly.

If you prefer, you can make your complaint using our complaints [online form](). Or you can email us at [formalcomplaints@payware.eu]().

You'll need to tell us:

- your name and surname;
- the phone number and email address associated with your account;

- what the issue is;
- when the problem arose; and
- how you'd like us to put the matter right.

We'll look into your complaint and respond to you by email. We will communicate with you in English. Our final response to your complaint, or a letter explaining why the final response has not been completed, will be provided to you within fifteen (15) business days after your complaint has been made, and in exceptional circumstances, within thirty-five (35) business days (and we will let you know if this is the case).

Irrespective of the above, you always have the right to approach the out-of-court dispute resolution authorities in relation to any complaint about our service. You also have the right to apply to any competent court if you think we have breached the law.

Out-of-court dispute resolution for complaints related to digital services. You can also rely on the mandatory consumer protection rules of the country where you live. In addition, the European Commission provides an Online Dispute Resolution (ODR) platform at https://ec.europa.eu/consumers/odr in accordance with Regulation (EU) No 524/2013.

Out-of-court dispute resolution for complaints related to processing of personal data. If you are unhappy with how we have handled your request, you can complain to a data protection authority. In the Republic of Bulgaria and the European Economic Area, this is the Commission for Personal Data Protection (website).

D.3. Dispute Resolution

If a dispute arises between you and **pay**ware (each a "**Disputing Party**") out of or in connection with any agreement or its subject matter, formation, validity or enforceability (including non-contractual claims) (each a "**Dispute**") then, except as expressly provided in the applicable agreement, the Disputing Parties shall follow this dispute resolution procedure.

Either Disputing Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with any relevant supporting documentation. Any notice you give to us will be considered to be served when we acknowledge receipt or, if earlier, when it is deemed to have been received by us under Section D.1. Following service of the Dispute Notice, the representatives of each of the Disputing Parties shall attempt in good faith to resolve the Dispute.

If the Dispute is resolved by the representatives within fifteen (15) working days of service of the Dispute Notice, the settlement shall be recorded in writing and signed by each of the Disputing Parties within five (5) working days.

Service of a Dispute Notice and completion of the fifteen (15) working day resolution period (or such longer period as the Disputing Parties may agree in writing) is a condition precedent to the commencement of any legal proceedings by either Disputing Party, except for proceedings commenced by **pay**ware for the collection of undisputed overdue amounts under Section D.7. Any proceedings commenced without a valid Dispute Notice shall be stayed pending compliance with this procedure, without prejudice to any applicable limitation periods.

Mandatory mediation for individually negotiated agreements. If the Dispute is not resolved within the fifteen (15) working day period, and the Dispute arises under or in connection with an ISV Strategic Partner Addendum, a Financial Institution Partnership

Addendum, or any other individually negotiated agreement, the Disputing Parties shall submit the Dispute to mediation administered by the Bulgarian Chamber of Commerce and Industry (BCCI) before commencing any legal proceedings (except for proceedings commenced by **pay**ware for the collection of undisputed overdue amounts under Section D. 7). The mediation shall be conducted in Sofia, Bulgaria, in English (or Bulgarian where required by law). If the Dispute is not resolved within thirty (30) days of the referral to mediation, or if a Party fails to participate in good faith in the appointment of a mediator within fifteen (15) days of referral, either Disputing Party may commence legal proceedings in accordance with Section A.2. The costs of the mediation shall be shared equally between the Disputing Parties, unless the mediator directs otherwise.

Single forum; no parallel proceedings. Where a Specific Agreement or Addendum provides for a particular forum (including arbitration) for Disputes arising under it, that forum has exclusive jurisdiction over all Disputes connected to the same underlying relationship, including connected Disputes that would otherwise fall under this Framework Agreement or a Base Agreement, and the Disputing Parties shall consolidate such connected Disputes into a single proceeding. Neither Party shall commence or continue proceedings in more than one forum in respect of the same or connected Disputes. Nothing in this Section, and no arbitration agreement or pending proceeding, shall prevent, stay, or delay: (a) either Party's application to a court of competent jurisdiction (including the courts of Sofia) for urgent interim, protective, or injunctive relief; (b) **pay**ware's exercise of its rights of suspension, restriction, or closure of an account, of set-off, or of collection of undisputed overdue amounts under Section D.7, in each case for platform-safety, security, AML/CTF, legal-compliance, or non-payment reasons; or (c) either Party's mandatory or good-faith reporting to a competent authority.

For the purposes of the foregoing: (i) where the forum provided by a Specific Agreement or Addendum is arbitration subject to a value threshold or other scope limitation, Disputes falling outside that scope remain subject to the courts identified in Section A.2, provided that, where an arbitration within scope is pending or is being commenced, either Disputing Party may require that connected Disputes falling outside the scope of the arbitration agreement solely by reason of their value be consolidated into, and finally resolved in, that arbitration, and the Disputing Parties consent in advance to the arbitral tribunal's jurisdiction over the connected Disputes so consolidated; (ii) where connected Disputes arise under two or more Specific Agreements or Addenda that provide for different forums, all connected Disputes shall be consolidated into the forum applicable to the connected claim with the largest amount in controversy (excluding interest and costs), as reasonably assessed at the commencement of the first proceeding, and, where that forum is arbitration, the Disputing Parties consent in advance to the arbitral tribunal's jurisdiction over all connected Disputes so consolidated; and (iii) completion of the pre-litigation steps in this Section D.3 (including service of the Dispute Notice, the fifteen (15) working day resolution period, and any mandatory mediation) is a procedural condition going to the admissibility of a claim, and not to the jurisdiction of the court or arbitral tribunal seised, which may stay the proceeding pending completion of those steps rather than decline jurisdiction or dismiss the claim.

Notwithstanding the foregoing, a Disputing Party may apply for injunctive or other interim relief without first completing the dispute resolution procedure, but only where the applicant can demonstrate that: (a) it would suffer irreparable harm that could not be adequately compensated by damages if interim relief were not granted; and (b) it has made reasonable efforts to notify the other Disputing Party of the substance of its claim before filing the application. The application for interim relief shall not be deemed a waiver of the obligation to complete the dispute resolution procedure for the underlying Dispute.

D.4. Personal Information

To provide services under any agreement we will need to collect information about you (and any authorized person). Under data protection law, we are what is known as the 'data controller' of your personal information. For more information about how we use your personal information, see our Privacy Notice.

By entering into any agreement, you acknowledge that we need to gather, store and process personal information (including that of any authorized person) for the purpose of providing our services to you. This doesn't affect any rights and obligations you or we have under data protection law.

Our Privacy Notice sets out the lawful reasons for using your personal information.

If you no longer wish for us to process your information for the purpose of providing our services, you must close your account, which will end the agreement between you and us. If you do this, we'll stop using your information for the purpose of providing our services, but we may need to keep your information for other legal reasons.

D.5. How We Can Change Terms

For micro-enterprises and Personal Account holders: We'll only change the applicable terms and conditions for the following reasons:

- if we think it will make them easier to understand or more helpful to you;
- to reflect the way our business is run, particularly if the change is needed because of a change in the way any financial system or technology is provided;
- to reflect legal or regulatory requirements that apply to us;
- to reflect changes in the cost of running our business; or
- because we are changing or introducing new services or products that affect our existing services or products covered by the applicable terms and conditions.

If we add a new product or service that doesn't change the terms and conditions of your account, we may add the product or service immediately and let you know before you use the product or service.

Otherwise, we'll give you sixty (60) days' notice through the applicable **pay**ware web portal or by email before we make any change. We'll assume you're happy with the change unless you tell us that you want to close your account before the change is made (provided, however, that for Partners subject to a minimum Initial Term under a Specific Agreement or Addendum, such changes shall only take effect upon the commencement of the next Renewal Term, unless the change is required by applicable law).

For large corporations (business accounts only): We can change the applicable terms for any reason. If we add a new product or service that doesn't change the terms and conditions of your account, we may add the product or service immediately and let you know before you use the product or service. Otherwise, we'll give you fourteen (14) days' notice through the applicable **pay**ware web portal or by email before we make any change, provided, however, that for Partners operating under a Financial Institution Partnership Addendum or ISV Strategic Partner Addendum, the notice period for any material changes to these terms shall be sixty (60) days. We'll assume you're happy with the change unless you tell us that you want to close your account before the change is made (provided, however, that for Partners subject to a minimum Initial Term under a Specific Agreement or Addendum, such changes shall only take effect upon the commencement of the next Renewal Term, unless the change is required by applicable law).

D.6. How Long the Agreement Will Last

Once the agreement has started it won't end until you or we end it.

Cancellation: If we offer you a free trial period (applicable only to standard Merchant or Personal subscription plans, and excluding custom enterprise, ISV, FI, FIIP, or other partnership arrangements) and you decide that the account isn't right for you, you can cancel the agreement for free at any time within the trial period. You can do so through the applicable **pay**ware web portal.

Automatic renewal and ending the agreement after a trial period: Unless you cancel the agreement during the trial period, you can close your account, and so end the agreement, at any time (subject to any minimum term commitments or notice periods specified in a Specific Agreement or Addendum). You should do this through the applicable **pay**ware web portal.

You will still have to pay any charges you've run up to that point.

Termination by payware. We can end the applicable agreement at any time by giving you sixty (60) days' notice. We can also end it at any time without notice if the exceptional circumstances described in Section B.8 apply, or if any other immediate termination ground is specified in the applicable Specific Agreement.

Consequences of termination. If you or we end the applicable agreement:

- You agree to stop exchanging new Transaction information and immediately remove all **pay**ware logos from your website or other materials.
- All licenses granted to you by us under the applicable agreement will end.
- You will still be liable to us for any financial obligations under the applicable agreement or incurred by you or through your use of the Services.
- If you have paid any subscription fees in advance, we will refund you the pro-rata portion of the fees for the period after the termination date, unless the termination was due to your material breach or exceptional circumstances under Section B.8.

Additional termination provisions specific to your account type may be set out in your Specific Agreement.

Survival. The following provisions shall survive termination or expiry of any agreement: Part A (General Legal Terms), Section B.6 (Strategic Disparagement), Section B.7 (Cross-Default), Section B.10 (Regulatory Reporting Safe Harbor), Section C.1 (Nature of payware Services), Sections C.4 through C.8 (Limitation of Liability, Your Responsibility for Our Losses, Indemnity, Representations and Warranties, Derived Data Ownership), Section C.9 (Intellectual Property), Section C.12 (Reconciliation and Error Notification), Sections C.15 through C.19 (Authorized Persons, Account Validation and Misdirected Payments, Exchange Rate Visualization, Payment Cancellation, Confidentiality), and the entirety of Part D (Administrative) and Part E (Data Protection and Portability). Any rights and obligations that by their nature should survive, including accrued payment obligations and pending dispute resolution proceedings, shall also survive.

Consumer right of withdrawal. If you are a consumer entering into a distance contract within the meaning of Directive 2011/83/EU, you may have a statutory right of withdrawal.

The specific withdrawal terms, periods, and any applicable exceptions are set out in the applicable Specific Agreement (for Personal Accounts, see Section 13 of the Personal Account Terms). This Framework Agreement acknowledges and does not derogate from those statutory rights.

D.7. Outstanding Balances and Recovery

If you owe us money and you don't repay us within the timeframe specified in your Specific Agreement, we can recover the amount by taking legal steps to recover the money you owe us, such as instructing lawyers or debt collectors.

If we take any (or all) of these steps, we might charge you our reasonable costs. You do not have any right of set-off under any agreement with **pay**ware, except for the application of valid credit notes expressly issued to you by **pay**ware under an applicable agreement.

D.8. Set-Off Rights

You agree to pay all amounts owed to us and to our affiliates on demand. This includes amounts owed to us outside of the applicable Services. If you don't, you will be liable for any costs we incur during collection in addition to the amount you owe.

We may set off any amount you owe us or our affiliates under any agreement with us against any amount we owe you under any agreement between you and us, whether or not either amount has yet been invoiced, by giving you written notice of the set-off. Where the amounts are denominated in different currencies, we will convert them at the official fixing rate of the Bulgarian National Bank (BNB) on the date of the set-off (or, if the BNB does not publish a fixing rate for the relevant currency, the reference rate of the European Central Bank). If you are utilizing a Personal Account as a consumer under applicable consumer protection laws, this right applies only to the maximum extent permitted by such laws.

D.9. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under any agreement where such failure or delay results from events beyond its reasonable control, including but not limited to natural disasters, pandemics, wars, government actions, sanctions, significant regulatory changes, power or telecommunications failures, systemic failures of major third-party cloud or hosting infrastructure providers (such as regional data center outages), systemic failure of a major regional payment infrastructure (such as SEPA, domestic instant payment schemes, or central banking settlement systems), denial-of-service attacks, the unavailability or material degradation of a payment institution's API or core banking systems (other than, in respect of a party's own obligations, systems owned, operated, or contracted by that party itself), or the revocation, suspension, or material restriction of a payment institution's license or authorization by a competent supervisory authority ("**Force Majeure Event**"). Notwithstanding the foregoing, a Force Majeure Event shall not excuse or delay either party's obligation to pay any outstanding fees or monetary amounts owed under any agreement.

A Force Majeure Event is distinct from a Technical Error and from a Payment Failure.

A "**Technical Error**" means a defect, malfunction, or misconfiguration in **pay**ware's systems, a partner's systems, or a payment institution's systems that is within the affected party's reasonable ability to prevent or correct. Technical Errors are subject to the error notification and correction provisions of the applicable Specific Agreement (including any applicable waiver periods, such as the ninety (90) day period set out in Section C.12).

A "**Payment Failure**" means a failure by a payment institution to complete a fund transfer to the payee's account for any reason - including but not limited to insufficient funds, payer bank rejection, sanctions screening holds, internal AML/fraud blocks, or settlement system delays - that occurs after the payment institution has received and processed the payment instruction. A Payment Failure is a regulated event within the exclusive competence and responsibility of the payment institution and does not constitute a Technical Error of the **pay**ware platform. **pay**ware shall not be liable for any Payment Failure, and no Payment Failure shall give rise to any claim against **pay**ware by any account holder, merchant, ISV, FIIP, or other party.

If a Force Majeure Event continues or recurs for a cumulative period exceeding sixty (60) days, either party may terminate the affected agreement upon written notice, without liability for such termination.

The party affected by a Force Majeure Event shall: (a) promptly notify the other party in writing of the nature and expected duration of the event; (b) use reasonable efforts to mitigate the impact of the event; and (c) resume performance as soon as reasonably practicable after the event ceases.

D.10. Data Portability and Post-Termination Access

Upon closure or termination of your account, you will no longer be able to access any **pay**ware web portal. You should download any data you need while your account is still active.

Notwithstanding the above, your rights under applicable data protection law - including the right to data portability under Regulation (EU) 2016/679 (GDPR) and the Data Protection Act (ZZLD) - are not affected by the closure of your account. You may exercise your data portability rights in accordance with our Privacy Notice by contacting us at the address specified in Section B.2. **pay**ware shall respond to valid data portability requests within the timeframes required by applicable law.

D.11. Financial Terms and Taxes

All amounts payable under any agreement with **pay**ware are net of taxes and exclude any applicable taxes, fees and other financial liabilities imposed by any governmental authority, including any value added tax, withholding tax, goods and services tax, sales tax and applicable indirect and transactional taxes that are due, payable and/or levied on Transactions and/or your use of the Services (the "**Taxes**"), except as expressly stated otherwise. You have sole responsibility for determining what Taxes apply when you use the Services and complying with your reporting and other obligations.

We may send documents to you and Tax authorities for Transactions exchanged using the Services. This may include the filing of periodic informational returns with Tax authorities about your Transactions.

Even though you are solely responsible for your Taxes, if we incur any third-party claims, losses, damages, costs, expenses, demands, and/or fines in connection with your failure to discharge your responsibilities in respect of Taxes, then you shall indemnify and reimburse us for all such claims, losses, damages, costs, expenses, demands, and/or fines immediately upon demand.

In addition to any Fees or Addendum applicable to your account, you are also responsible for any and all costs, penalties, liabilities, charges, fees, levies, expenses and/or fines imposed on you or on us by us or any third party in connection with your use of the Services. This means you must pay any such amount on demand.

Part E: Data Protection

E.1. Data Protection Obligations

Our [Privacy Notice] (the "**Privacy Notice**") sets out how we acquire, use, and process Personal Data and applies to the provision of the Services. You acknowledge that you have read the Privacy Notice. Capitalized terms used but not defined in this section have the meanings given to them in relevant data protection laws.

Personal Data provided in accordance with any agreement may relate to your individual employees, representatives, or officers using the Services. You determine which individuals are authorized to access the Services and are responsible for the accuracy of the data you provide about them. **pay**ware independently determines the means of processing such data for platform access, authentication, security, and service delivery purposes. In such circumstances, you and **pay**ware each act as independent and separate Controllers and each party's processing is governed by its own privacy notice.

Personal Data disclosed in accordance with any agreement may relate to natural persons who are customers of the participating payment institutions. When we transmit this data to you to facilitate a Transaction, both you and the relevant payment institution process such data as independent Controllers for your respective purposes. In such circumstances, the respective privacy policies of you and the payment institution shall apply to that processing.

However you acknowledge and agree that where we each determine the purpose and means of Personal Data processing, **pay**ware and you are each independent and separate Controllers in respect of the Disclosed Personal Data and as such, each of you and us shall solely determine the legal basis and conditions for which it processes the Disclosed Personal Data as described in its privacy notice or other notice required under relevant data protection laws.

We will process the Disclosed Personal Data as a Controller for the purposes of providing the Services as necessary to comply with all applicable legal and regulatory requirements, for the purposes of our internal fraud, security, risk management, and as set out in the Privacy Notice, to the extent relevant to the Services.

Summary of Data Processing Roles:

Scenario	**Your Role**	**payware's Role**	**Governing Framework**
Your employees/representatives using the Services	Independent Controller	Independent Controller	Each party's own privacy notice
Customer Personal Data transmitted to facilitate a Transaction	Independent Controller	Independent Controller	Each party's own privacy notice
Disclosed Personal Data where both parties determine purpose and means	Independent Controller	Independent Controller	Each party's own privacy notice

Scenario	Your Role	payware's Role	Governing Framework
Providing the Services, regulatory compliance, fraud/security	-	Controller	Privacy Notice
Maintaining a merchant directory listing as a platform feature	-	Controller	Privacy Notice

Without limiting your obligations and our rights above, in respect of any Disclosed Personal Data processed pursuant to any agreement you represent and warrant to us that, acting as a Controller, you will:

- at all times comply with your obligations as a Controller under relevant data protection laws;
- ensure that you have in place appropriate technical and organizational measures, to ensure an appropriate level of security to protect against Personal Data Breaches;
- ensure that all personnel who have access to and/or process the Disclosed Personal Data are committed to keeping the Disclosed Personal Data confidential or are under an appropriate statutory obligation of confidentiality;
- not transfer any Disclosed Personal Data outside of the European Economic Area without having appropriate safeguards in place to ensure such transfer is in accordance with relevant data protection laws;
- notify **pay**ware immediately upon becoming aware of a Personal Data Breach which affects the Disclosed Personal Data, and cooperate in good faith and assist **pay**ware in complying with its obligations under relevant data protection laws;
- only engage Processors in accordance with the requirements of relevant data protection laws; and
- maintain complete and accurate records and information to demonstrate its compliance with relevant data protection laws.

E.2. Data Protection Liability

Subject to any liability limitation in any agreement, you and we agree that you and we will be held liable for violations of relevant data protection laws towards Data Subjects as follows:

- each party is solely responsible for the damage they cause when they are independent and separate Controllers of Disclosed Personal Data and their processing infringes relevant data protection laws;
- when **pay**ware acts as your Processor, **pay**ware will be liable for the damage caused by **pay**ware's processing only where **pay**ware has not complied with the obligations of relevant data protection laws or where **pay**ware has acted outside or contrary to your lawful instructions and, in that context, **pay**ware will be exempt from liability if **pay**ware proves that it is not in any way responsible for the event giving rise to the damage; and
- where the parties each act as independent Controllers of Disclosed Personal Data, each Party shall be solely and exclusively liable for any Personal Data Breach or violation of relevant data protection laws occurring within its own systems, infrastructure, or scope of processing. Neither Party shall be held jointly liable for the entire damage, nor required to indemnify the other Party, for a data breach caused solely by the other Party's failure to maintain appropriate technical and organizational security measures.

Schedule 1: Data Processing Addendum

Where the parties expressly agree in writing that **pay**ware processes specified Personal Data as a Processor on your behalf, the following obligations shall apply to that processing. For the avoidance of doubt, no such Processor relationship arises under the standard Services, in which the parties act as independent Controllers as set out in the Data Processing Roles table in Section E.1. Where a Processor relationship is so agreed, **pay**ware shall:

1. Process Personal Data provided by you for which you act as a Controller and **pay**ware acts as your Processor ("Processor Data") only on documented instructions.
2. Ensure personnel are committed to confidentiality.
3. Implement appropriate technical and organizational security measures.
4. Notify you without undue delay and in any event within 48 hours of becoming aware of any Personal Data Breach affecting Processor Data.
5. Delete or return data upon termination of the Agreement, except to the extent retention is strictly necessary to process inflight transactions under an applicable agreement or as required by applicable law.
6. Not engage sub-processors without prior general written authorization, and remain liable for their acts. **pay**ware shall maintain a list of current sub-processors on its website and shall notify you of any intended changes concerning the addition or replacement of sub-processors via the web portal or email at least thirty (30) days prior to the change taking effect, providing you the opportunity to object. If you object to the new sub-processor on objectively reasonable data protection grounds and not motivated by commercial convenience, your sole and exclusive remedy is to terminate the affected agreement without penalty prior to the change taking effect. Where technically feasible, termination under this clause shall be limited to the specific services affected by the new sub-processor rather than the entirety of the affected agreement.
7. Assist you, taking into account the nature of the processing, in fulfilling your obligations to respond to data subject rights requests.
8. Make available all information reasonably necessary to demonstrate compliance with these obligations through written responses to security questionnaires, not more than once per calendar year (unless required by a competent supervisory authority or necessitated by a confirmed Personal Data Breach).
9. International Transfers: Any transfer of Processor Data outside the European Economic Area shall only occur pursuant to a valid adequacy decision or Standard Contractual Clauses adopted or approved by the European Commission.

Schedule 2: Data Processing Information

- **Subject Matter**: Payment Information Exchange Services.
- **Nature/Purpose**: To enable Services where **pay**ware acts as a Processor as indicated in the Data Processing Roles table.
- **Duration**: Duration of the Agreement plus legal retention periods.
- **Data Types**: Names, transaction info, business type, contact details, and Platform Integrity Verification data.
- **Data Subjects**: Employees, directors, officers, or Customer Personal Data.