Merchant Terms (v1.4)

These terms apply to all customers with merchant type business accounts that receive services from **pay**ware LLC. If you have been directed to this page from within our product, these terms also apply to your account regardless of the country in which your business or freelancing activity is registered. If you have any questions regarding which **pay**ware entity you receive services from, please reach out to customer service via support center.

These Terms incorporate the payware Framework Agreement by reference. The Framework Agreement contains general legal terms, platform safety rules, liability provisions, and administrative procedures that apply to all payware accounts and services. In the event of a conflict between these Terms and the Framework Agreement, these Terms shall prevail.

My payware **merchant account**

1. Why this information is important

This document sets out the terms and conditions for your **pay**ware merchant account (the account) and its related services.

2. What do we consider a merchant?

For the purposes of these Terms, a Merchant shall be defined as any business entity, commercial company or sole trader engaged in the sale of goods or provision of services, who has entered into a contractual agreement to accept electronic payment transactions as a form of payment for such goods or services. The Merchant is responsible for the delivery of the goods or services, and for ensuring that the payment transactions processed through its systems are in compliance with all applicable laws and regulations.

3. What is a payware merchant account?

A **pay**ware merchant account is a partner's profile definition in **pay**ware systems. It holds configurational information for your transactions and visualization preferences alongside any other related data required for the proper **pay**ware services operations.

4. Using your payware merchant account

Once you open your **pay**ware merchant account you'll be able to use our services. For example, you can do the following:

- receive money to your registered payment accounts;
- employ all services available through the **pay**ware business web portal for your account plan;
- view information about and manage your account; and
- use the **pay**ware APIs.

We add new features and services all the time. We'll let you know about these through the **pay**ware business web portal or by email.

You can access the **pay**ware business web portal through the business web portal reference on our website. You manage your account through the **pay**ware business web portal, which only you and the appropriate authorized persons will have access to.

5. Can I open a payware merchant account?

By accepting these terms and conditions you confirm that:

- you have read and understood these terms and conditions;
- you have read, understood, and accepted our Privacy Notice; and
- you have provided correct and accurate contact information (including an email address that you check regularly) during the onboarding process.

You must be over 18 to open a **pay**ware merchant account, and you may only open it under this agreement for business purposes and not for personal purposes.

When you ask to open your account, the following apply:

- you promise that you have full authority to enter into the agreement and meet the obligations under it; and
- we, or someone acting for us, will ask for information about you and your business, such as its registered name, legal form, registration number, VAT number (where you have one) and address, and will ask the person who opens the account, and any of your authorized persons (as explained in Section C.15 of the Framework Agreement) who needs to be verified, to verify their identity. We do not ask for information about your beneficial owners as a matter of course, but we may ask about your directors, partners, people with significant control over your business or your beneficial owners where we need it to resolve a possible match in our sanctions screening (Section C.13 of the Framework Agreement) or where a participating financial institution is legally required to obtain it. We'll also ask you to confirm that any authorized person has your authority to act on your behalf and that they have agreed to keep to these terms and conditions.

We will only give you access to your **pay**ware merchant account, the **pay**ware business web portal and **pay**ware services once we have all the information we need.

You can't open more than one **pay**ware merchant account or open a new **pay**ware merchant account if we've previously closed a **pay**ware merchant account that you held.

We can refuse to let you open or hold a **pay**ware merchant account if you carry out a business or activity that we are not comfortable with. Or we may apply restrictions, which we'll tell you about before we allow you to open the account.

6. Different payware plans to suit your business needs

We know that different types of businesses need different things, so we've created different **pay**ware plans to suit our customers. You can choose the plan that best suits your business.

Different limits and restrictions apply to each plan. See the Fees page for more information about the plans.

7. How do I get information on payments into my account?

You can check all payments into your account through the **pay**ware business web portal. We will not make any changes to the information, and it will be available to you through the **pay**ware business web portal until you close your account. If you need the information after then, you will need to download it while your account is still active. You can download information from the business web portal at any time. This information is provided as a Transient Technical Reflection of the records held by the relevant payment institution (the Authoritative Source), in accordance with Section C.1 of the Framework Agreement. **pay**ware's invoices for its own fees (Section 11) are **pay**ware's own records, not such a reflection.

For each transaction, the amount credited to your registered account is the price less the Fee Amount (Section 11), and the **pay**ware business web portal shows both.

We will send a notification to your mobile or tablet, or by email, each time a payment goes into your account. You can turn off these notifications. If you do this, you should regularly check the **pay**ware business web portal for information on payments. It's important that you know what payments are going into your account, so we recommend that you do not turn off notifications.

8. API

API is an Application Programming Interface that allows you to carry out certain activities such as setting up payment information exchange into your account and displaying your transactions status. If your plan allows it, you will have access to the API.

See the API reference page for more information about our API.

9. Exchanging payment transaction information on your behalf

You can allow other providers to exchange payments information from your **pay**ware merchant account on your behalf. These providers are often referred to as **Independent Software Vendors** (ISVs). These providers need to be authorized by you to provide these services.

When you access your **pay**ware merchant account and services via an ISV, our terms and conditions still apply to your use of your **pay**ware merchant account.

Sometimes we might have to block an ISV provider's access to your account (for example, if we're concerned about fraud, if they don't have the authorization they need or if there are legal or regulatory reasons for doing so). If we do this, we'll try to let you know beforehand or as soon as possible afterwards. We'll do this by email unless it would be unlawful to do so or there are valid security reasons why we can't. We'll also unblock the ISV as soon as the reasons for denying them access no longer exist.

You also can block an ISV's access to your **pay**ware merchant account via **pay**ware business web portal.

You should contact us if you think one is acting without your consent.

When you use an ISV, you authorize them and give consent to them to have access to your **pay**ware merchant account information or exchange payment information into your **pay**ware

merchant account on your behalf. How we share your information for these, and other purposes is set out in our Privacy Notice.

10. How long does it take to receive a payment?

payware processes the received instructions immediately and provides the necessary information to the payer's payment institution. The funds transfer time to your account will vary based on the payer's financial institution, your registered account, and the receiving financial institution.

payware will promptly notify you once the payer's payment institution has confirmed the transfer of the requested funds to the payee's account.

11. Fees

For your use of the platform, we charge a monthly subscription fee according to your plan. You can see the subscription fees on our Fees page.

In addition, **pay**ware charges you a per-transaction fee for the Services for each transaction finalized as confirmed (reported to **pay**ware by the payer's payment institution with a confirmed status, as described in Section 7 of the Payment Information Exchange Services Agreement for Merchant Accounts). **All per-transaction fees are stated exclusive of value added tax (VAT).** Where **pay**ware must charge VAT on the fee under the law of the place of supply, VAT at the applicable rate is added to the fee, and the fee plus that VAT is the "**Fee Amount**". Where you account for the VAT yourself under the reverse-charge mechanism, or the fee is outside the scope of VAT, the Fee Amount is the fee alone and your invoice says so. No payment institution charges you anything for the Services or retains anything from the net amount; your own payment institution's charges for your account, if any, are its own.

How the fee is paid: inside the payment. You authorize **pay**ware, as a person authorized by you within the meaning of Art. 75, para. 1 of the Law on Obligations and Contracts, to receive the part of the price of each transaction equal to the Fee Amount for that transaction. **pay**ware receives it in its own name and for its own account, as payment of its own fee: it does not represent you, acts under no mandate from you, owes you no account or transfer of what it receives, and holds nothing for you or for anyone else. Each transaction is presented to the payer for a single authorization as two credit transfers: the price less the Fee Amount (the "**net amount**") to your registered account, and the Fee Amount to an account in **pay**ware's own name. The payer's payment institution executes both on the payer's authorization; no instruction from you to that institution is involved. The payer's payment institution shows the payer both transfers and their total, which equals the price. The credit of the Fee Amount to **pay**ware's account discharges the payer's obligation to you for that part of the price and your obligation to pay **pay**ware the fee for that transaction, and you confirm each such credit in advance as performance to you of that part of the price. Where the payer's payment institution finalizes a transaction as confirmed but does not credit the Fee Amount to **pay**ware, **pay**ware claims the Fee Amount from that institution and not from you. This authorization is a term of your contract with **pay**ware and not a power of attorney. It applies to every transaction created under your account without being repeated, and for each transaction it becomes irrevocable when the payer's payment institution retrieves that transaction through the **pay**ware API.

Your customers. You must not charge a payer more for paying through the **pay**ware network than you charge for the same goods or services.

Account-holder name. You warrant that the account-holder name of each account you register is the name under which your payment institution holds that account. The payer's payment institution verifies the payee of the transfer to you under Regulation (EU) No 260/2012, using that name and, where available, your registration or VAT number, before the payer authorizes the payment.

The per-transaction fee applicable to a transaction is determined by the location where the sale is made: for a sale at a physical shop, the country of that shop's registered location; for an online sale, the country of your registration. A custom per-transaction fee agreed pursuant to a separate written agreement with **pay**ware, or through an authorized Independent Software Vendor (ISV) acting on your behalf, prevails over the location-determined fee. The per-transaction fee effective for each of your shops (including any custom fee applicable to your ISV integration) is displayed in the **pay**ware business web portal for your account, exclusive of VAT, together with the date from which it applies; by processing transactions at a shop on or after that date, you accept the fee displayed for that shop as the applicable per-transaction fee, which prevails over any rate communicated to you elsewhere.

Changes to the per-transaction fee. We will notify you of a change to a per-transaction fee in accordance with Section D.1 of the Framework Agreement, stating the new fee, the shops it applies to, and the date from which it applies. That date will be no earlier than the end of the notice period in Section D.5 of the Framework Agreement. No confirmation, acknowledgement, acceptance, or other action by you in the **pay**ware business web portal is required for the change to take effect. If you do not wish to continue on the new fee, you may close your account under Section D.6 of the Framework Agreement before it applies; if you process transactions at an affected shop on or after that date, you accept the new fee.

Shop location. For each physical shop you register, you must provide the shop's accurate geographic coordinates, and you must keep them accurate if the shop moves. We use them to determine the country of the shop's registered location for fee purposes, to support verification of payer proximity at the point of interaction, and to enable location-based services. The country determined for each shop is displayed in the **pay**ware business web portal; if you believe it is incorrect, you must contact us before processing further transactions at that shop, and we will correct it where justified. Providing coordinates that misrepresent a shop's actual location is a breach of these terms. If a shop's location has not been provided or cannot be determined, the country of your registration applies to that shop's transactions until it is.

Your VAT information. You must give us, and keep accurate, your legal form, your country of establishment and your VAT identification number if you have one, and you must tell us of any change within fifteen (15) days. For a business established in another EU country, VAT is left to you under the reverse charge only while that number is confirmed valid in the EU VIES system by a check **pay**ware made within the twenty-four (24) hours before the transaction; otherwise VAT is added. If a physical shop is your fixed establishment in another country, tell us its VAT identification number in that country; until we have recorded it for that shop, the shop's fees are treated as supplied to your main establishment. **pay**ware determines the VAT treatment of each fee on the information it holds at the time of the transaction. Any VAT, interest or penalty that results from information you gave being inaccurate or out of date is at your cost.

Invoices. For each calendar month, **pay**ware issues you one electronic invoice for the per-transaction fees of the transactions finalized in that month, dated the last day of the month (or, where it is issued after the month, the day it is issued); where the VAT treatment of your

fees changed during the month (for example, because your VAT number stopped being confirmed as valid), you receive one such invoice for each VAT treatment. An annex, which forms an integral part of the invoice, lists each transaction: the service (payment information exchange for that transaction), its reference, the date and time it was finalized (the tax event), the executing payment institution, the full amount authorized by the payer, the net amount, the fee, the VAT rate or the ground for charging none, the VAT, the Fee Amount and the amount due, which is nil. Transactions finalized after an invoice is generated appear on a supplementary invoice issued within five (5) days. Each invoice states that it is paid by the credit transfer of the Fee Amount to **pay**ware under your designation in this Section, and the annex shows for each transaction whether **pay**ware has reconciled that transfer with its fee account statement; the annex, the payment institutions' references and your own account statement are the evidence of that payment. Invoices are available in the **pay**ware business web portal and are sent to you by email. By accepting these terms, and by continuing to use the Services, you consent to receiving invoices electronically. Subscription fees are invoiced separately.

Merchant refunds. The per-transaction fee is earned on every transaction finalized as confirmed. If you refund a payer, in whole or in part, the fee for the original transaction is not refunded; a refund you make through the Services is a new transaction and carries its own fee. A dispute between you and your customer about the sale does not change the fee.

Reversals. A transaction is reversed where, within thirteen (13) months of its finalization and other than by a refund you make, (a) the transfer of the net amount to you is rejected or fails, or its funds are returned to the payer in full, including after a recall or a recovery under the applicable payment rules; or (b) the payer's payment institution refunds the payer the amount of the payment under its legal obligations for an unauthorized, non-executed, defective or late payment. A refund the payer's payment institution makes otherwise than under such an obligation, including a goodwill refund, is not a reversal. No per-transaction fee is due for a reversed transaction: the payer's payment institution returns the Fee Amount to the payer together with the rest of the payment, and where the transaction was already invoiced, **pay**ware issues you a credit note within five (5) days of being notified of the reversal. The credit note corrects the invoice only: the Fee Amount is returned to the payer, not to you, and nothing becomes payable between you and **pay**ware by reason of it. Once the Fee Amount of a reversed transaction has been returned to the payer, it no longer counts as paid to you: whether and what the payer owes you for the sale is a matter between you and the payer. A transaction reversed before the month's invoice is issued is not invoiced. A return, recall or recovery of the transfer to you is a matter between you, your payment institution and the payer's payment institution, and you will learn of it from your own payment institution.

Please note that if the payer's bank (or intermediary banks) applies separate, independent charges to the payer for initiating the transfer, those specific third-party charges are out of our control.

You shall not enter into or participate in any arrangement with a payment institution or lender (including a linked discount, rebate, or side payment) designed to divert value off-platform so as to suppress the transaction amount or value reported through the Services, or the fees payable in respect of it, below the genuine, full consideration for the goods or services purchased. A genuine, generally-available lower price is not such an arrangement. Where **pay**ware reasonably suspects such an arrangement, **pay**ware may, on no less than ten (10) business days' written notice and no more than once in any twelve (12) month period (or more frequently where a prior review revealed such an arrangement), itself or through an independent auditor bound by confidentiality, review your pricing and settlement

records for the affected transactions to the extent reasonably necessary to verify compliance with this section, and you shall provide reasonable cooperation with any such review. Information obtained in such a review will be treated as confidential and used only to verify and enforce compliance.

12. When we might block access to your account or the API access

The safety of your account is important to us. We might prevent you from exchanging payment transaction information from your account with the API access if we're reasonably concerned about its security or that it might be used fraudulently or without your permission.

We might also have to block your account to meet our legal obligations.

We'll tell you through the **pay**ware business web portal or by email before, or as soon as possible after, we block your account or API access. We'll also let you know why we've done it (unless it would reduce your or our security or it would be unlawful). Where we block your account because of our sanctions screening (Section C.13 of the Framework Agreement), we will tell you that we have done so to meet our legal obligations, and we may not be able to tell you more.

13. Repayment timeframe

For the purposes of Section D.7 of the Framework Agreement, the repayment timeframe under these Terms is fourteen (14) days.

14. Account-specific suspension circumstances

In addition to the exceptional circumstances listed in Section B.8 of the Framework Agreement, the following merchant-specific circumstances also apply:

- there's been a change in the beneficial ownership of more than 50% of the issued share capital of your business or a change in a person who holds legal power to manage your business;
- you are a sole trader, and you die or you are a partner in a business and the partnership ends; or
- there's been an important change in the type of business activities you carry out.

15. Presenting payware Checkout

Where you present **pay**ware as a payment option in your own checkout, on a payment-method page, or on a redirect page, the following apply. These requirements are in addition to the terms governing **pay**ware Marks in Section C.9 of the Framework Agreement.

- you must present the **pay**ware Checkout option alongside the other payment methods you offer, with equal prominence to those methods;
- you must display the **pay**ware logo and any related **pay**ware Checkout marks as **pay**ware supplies them, and must not alter, modify, or change them in any way, or use them in a manner that disparages **pay**ware or the **pay**ware Checkout service, without **pay**ware's prior written permission;
- you must not display any payment-institution operator's logo separately from the **pay**ware logo, unless you have your own agreement with that payment institution permitting you to do so;

- you must obtain **pay**ware's agreement to any text describing **pay**ware or the **pay**ware Checkout service before you publish it; and
- you must follow the logo files, brand colour, and clear-space rules **pay**ware publishes, as they apply to your use.

16. The payware Growth Program

The **pay**ware Growth Program rewards merchants who bring other merchants to **pay**ware ("**referrals**") and who nominate a software provider they want to see offering **pay**ware ("**nominations**"). Taking part is voluntary. This Section 16 sets out the rules for merchants. Referrals between Independent Software Vendors (ISVs) are governed by Section 5.6 of the ISV Partner Program Terms.

Who can take part. You can take part if you hold a **pay**ware merchant account that has not been closed. An account registered as a private individual for personal, non-commercial use cannot take part in any role: it cannot refer, be referred or nominate. An account registered as an ISV takes part only under the ISV Partner Program Terms.

Rewards are free plan days. Every reward under this Section 16 is a number of days of your **pay**ware subscription for which you are not charged ("**free plan days**"). Free plan days have no cash value, cannot be transferred, exchanged or paid out, and do not change the per-transaction fees described in Section 11. The minimum volumes and the number of free plan days for each reward tier are published on the Growth Program page. Volume is measured as the total, converted to euro, of transactions confirmed through the relevant merchant accounts in the period concerned.

Referrals

(a) How a referral is recorded. When a business registers a **pay**ware merchant account, it can enter the partner identifier of an existing merchant, or follow that merchant's referral link, which enters the identifier for it. A referral is recorded only at registration and cannot be added or changed afterwards. Partner identifiers are case sensitive. A merchant can be referred by only one merchant at a time, a merchant cannot refer itself, and rewards apply to direct referrals only, not to referrals of referrals.

(b) Activation. A referral activates if the referred merchant processes at least the minimum volume published for its plan within thirty (30) days of the date the referral was recorded. We will tell both merchants before that period ends. If the minimum is not reached, or the referred merchant's account is closed before the period ends, the referral expires and nobody receives a reward.

(c) Reward. When a referral activates, the referring merchant and the referred merchant each receive the free plan days published for the tier the referred merchant's volume reached, on their own plan. A merchant on the Basic plan receives its free plan days on the Standard plan.

(d) What each merchant can see. By entering a partner identifier, the referred merchant agrees that the referring merchant can see, in the **pay**ware business web portal, the referred merchant's business name and partner identifier, the status and dates of the referral, and the reward granted, from which the range of its volume in the first thirty (30) days can be inferred. The referring merchant agrees that the referred merchant can see its business name and partner identifier. Neither merchant is shown the other's individual transactions.

Nominations

(e) How to nominate. You can nominate a software provider that is not yet registered with **pay**ware as an ISV by giving us its name, its email address and, where available, its company registration number. You can do this from the Growth Program page of the **pay**ware business web portal or through the public nomination form on our website. A nomination made through the public form counts only once you register a **pay**ware merchant account with the email address you gave in the form. You cannot nominate your own business, and you cannot hold more than one active nomination for the same provider.

(f) Contacting the provider. We contact the nominated provider on your behalf and may tell it your name or your business name as a merchant who nominated it. By nominating, you agree to this. We send the provider one invitation, however many merchants nominate it.

(g) How long a nomination lasts. A nomination lasts ninety (90) days. If the provider has not registered by then, the nomination expires. We will tell you fifteen (15) days before it expires, and you can renew it for a further ninety (90) days, counted from its current expiry date, as many times as you wish.

(h) Activation and reward. A nomination activates if the provider registers as an ISV and the merchants it registers with **pay**ware as new registrations together process at least the minimum volume published for nominations within ninety (90) days of the provider's registration. Every merchant whose nomination was made before the provider registered, and is linked to its merchant account, then receives the free plan days published for the tier that volume reached, on the Standard plan, or on the Premium plan if it is on the Premium plan. A nomination made on or after the date the provider registered earns no reward. If the minimum volume is not reached, the nominations for that provider expire and nobody receives a reward.

(i) No effect on the provider. Nominations do not affect the provider's own terms, revenue share or rewards as an ISV.

Rules for all rewards

(j) How free plan days are applied. We add free plan days to your subscription automatically; you do not need to claim them. If a paid subscription period is running, the free plan days start when it ends; otherwise they start on the day the reward is granted. We do not invoice you for free plan days, and a reward does not switch off automatic renewal you have set up. If your account is suspended only for a subscription reason - an overdue payment, or a trial or earlier free plan days that ended without a subscription - free plan days also end that suspension.

(k) When free plan days end. When your free plan days end, your account returns to the plan you held before the reward and continues under your renewal settings. If you have never subscribed, you need to subscribe to keep using your account, as at the end of a trial.

(l) Genuine referrals and nominations only. The Growth Program rewards genuine new business. We may refuse or cancel a referral or nomination, and withdraw free plan days not yet used, where we reasonably consider that the merchants involved are the same business or person, affiliates or under common control; that an account was registered, or volume was generated, mainly to obtain a reward, for example through transactions between related parties, transactions later refunded or reversed, or circular payments; or that you have otherwise breached these Terms. When measuring volume, we may exclude transactions that are refunded or reversed.

(m) Changes. We may change the Growth Program, including the minimum volumes and free plan days published on the Growth Program page, or end it, in accordance with Section D.5 of the Framework Agreement. A change does not affect free plan days already granted.

(n) Taxes. You are responsible for any tax consequences a reward has for your business.