myPOS Acceptance Policy

Effective as of: 23.03.2023

This Acceptance Policy is inseparable part of the Legal Agreement for myPOS Service and applies to clients, whose myPOS acquiring service (Merchant Agreement) is provided by iCard.

The rules of the card organisations, including VISA and MasterCard (the “Rules”), for which the Client has been authorized for acquiring via our services, form an inseparable part of the present policy. The Client is obligated to comply with all requirements of the Rules, including those that are not explicitly included in the present policy. In case of any discrepancy between the Rules and the present policy, the stipulations of the myPOS Acceptance Policy shall be applied.

The omission of any relevant stipulation of the Card Organisations’ Rules in this policy shall not be construed as not applicable to the Merchant and the Merchant shall be solely and ultimately responsible for compliance with the Card Organisations’ Rules

1. Prohibited Activities and Prohibited use of myPOS Service.

1.1. Prohibited Activities – myPOS does not accept the following activities or transactions:

i) Any illegal activity or goods;

ii) Banking or financial services, including acting as a payment intermediary/MSBs/ or a money transfer agent, Wire transfer money orders, prepaid cards, checks, manual or automated cash disbursements, Binary options, CFD;

iii) Embassies, consulates, foreign missions, high commissions and other similar authorities of non-EEA or EFTA-member states, including where the latter are based in such countries.

iv) Non-regulated charities no matter their activity, political parties and certain non-profit organizations (not applicable to clients boarded before 01.11.2019);

v) Companies with bearer shares no matter their activity;

vi) Manufacture, supply or sale of firearms, firearm parts or such hardware, ammunition, weapons, explosives or similar;

vii) Credit counselling or credit repair agencies;

viii) Credit protection or identity theft protection services; Identity theft protection services and businesses providing credit protection;

ix) Collection agencies, refinancing of debt/factoring, mortgage, brokers/reduction services/refinancing, payday loan;

x) Sales of stocks, securities, options and binary options;

xi) Time-sharing activity;

xii) Certain cosmetic surgery, male/female enhancers, products to boost physical performance, and similar products;

xiii) Rebate/cashback-based businesses;

xiv) Virtual currency or any other non-fiat currencies, mining, storing, exchange or transfer or related services;

xv) Trading and Wholesale of precious metals and stones;

xvi) Casinos, gambling, games of skill (whether or not legally defined as gambling), betting, including lottery tickets, casino gaming chips, Fantasy Football, off-track betting, and wagers at races, Gaming Arcades activities and Gaming Websites, Tipsting;

xvii) Non–regulated Pawn shops;

xviii) Pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs;

xix) Certain crowdfunding activities;

xx) High-risk products and services, including telemarketing sales;

xxi) Adult entertainment and certain adult entertainment-oriented products or services (in any medium, including Internet, telephone or printed material);

xxii) Escort services;

xxiii) Illegal drug or illegal drug paraphernalia

xxiv) Unlicensed offering of CBD or CBD-related products.

xxv) Occult materials;

xxvi) Hate or harmful products;

xxvii) Certain Internet/mail order/telephone order pharmacies or pharmacy referral services (where fulfillment of medication is performed with an Internet or telephone consultation, absent a physical visit with a physician including re-importation of pharmaceuticals from foreign countries), which do not use physical POS, but only online POS;

xxviii) Certain Internet/mail order/telephone order of age restricted products (e.g., tobacco), which do not use physical POS, but only online POS;

1.2. The list is not exhaustive and other high-risk activities may also be deemed unacceptable.

2. Restrictions on use of the myPOS Service.

2.1. Client must not perform under any circumstances any of the following activities (hereinafter 'Restricted Activities') by using the Service:

i) Infringe any party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy or use the Service to offer counterfeit content, goods or services; and

ii) Act in a manner that is defamatory, trade libellous, unlawfully threatening or unlawfully harassing or offer directly or indirectly content or goods or services, which are not acceptable to us or to Regulators, such as child pornography, bestiality, tobacco (applies to e-commerce), pharm sales (applies to e-commerce), illegal gambling, rape, hate, violence, or 3rd party processing and other similar non-acceptable to us or to Regulators; and

iii) Provide false, inaccurate or misleading information; and

iv) Mispresent himself/herself as being a part or acting on behalf of myPOS; and

v) Send or receive what we reasonably believe to be potentially fraudulent funds; and

vi) Refuse to cooperate in an investigation or provide confirmation of Client identity or beneficial ownership; and

vii) Conduct its business or use the Service in a manner that results in or may result in complaints, disputes, return requests, chargebacks, fees, fines, penalties and other liability that might affect us, our Agents or Sub-contractors; and

viii) Has a credit score from a credit reporting agency that indicates a high level of risk associated with Client use of the Service; and

ix) Use the Services in a manner that we or our Agents or sub-contractors, or any of the Card Organizations, reasonably believe to be an abuse of the card system or a violation of the Regulations; and

x) Provide Clients a cash advance from Clients cards (or help others to do so); and

xi) Store, disclose or transfer any Cardholder data, processed through the Service or in other ways, in a way which is not in compliance with the Regulations or to a third party, or use such information for any purposes other than those permitted under this Agreement and the Regulations; and

xii) Facilitate any viruses or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; and

xiii) Use any automatic device, or manual process to monitor, copy, tamper, 'hack', modify or otherwise corrupt the security or functionality of the Service, systems or websites; and

xiv) Act or omit to act in a way that may cause loss for us or any other third party;

xv) Any other activity forbidden by Client Acceptance Policy or the Regulations.

2.2. In case it is determined that the Client performs any of the described activities or uses, myPOS Service shall be suspended with immediate effect.

3. General Requirements.

3.1. Client must not copy, store, transfer, sell, purchase, provide, exchange or in any manner disclose Cardholder's payment instruments personalized security characteristics, such as usernames or password for use of wallets or cardholder data such as PAN, PIN, CVV, CVC or other of payments cards or similar, provided by us, referred to as "security characteristics of Cardholders' payment instruments", to anyone other than us, or in response to a valid regulatory body demand. Client is deemed to be responsible for the conduct of its employees, agents, sub-contractors and representatives. In case of unauthorized or unlawful storing, access and processing of security characteristics of Cardholders' payment instruments, Client shall immediately inform us in writing, stating the compromised security characteristics of Cardholders' payment instruments.

3.2. Each party shall, at all times, comply with its respective obligations under all applicable data protection legislation in relation to all personal data that is processed by it in the course of performing its obligations under this Agreement. Client shall bring into effect and maintain all technical and organizational measures to prevent unauthorized or unlawful processing of personal data and accidental loss or damage of personal data, including taking reasonable steps to ensure the reliability of employees having access to the personal data.

3.3. Client must keep and store in a secure way all information regarding transactions on Client website, and parties to those transactions, including shipping documents and receipts of delivery of goods or services. When requested to do so by us, Client must provide us, within 72 hours, all information available to it regarding transactions, and parties to those transactions, including but not limited to: orders, shipping documents and receipts of delivery, and other documents as we might need for the purposes of claims, chargebacks, reversals, refunds or prevention or deterrence of crime, and to meet its regulatory obligations and risk management objectives. Client should keep any such requests and any further action taken by us in respect of those requests, confidential. We may, where we consider appropriate, pass on any information received from Client to the relevant regulatory bodies.

3.4. A Client must not submit to us a transaction that Client knows or should have known to be fraudulent or not authorized by the Cardholder, or that it knows or should have known to be authorized by a Cardholder colluding with Client for a fraudulent purpose. We are entitled upon our sole discretion and at any time, without prior notice to Client and for security or regulatory purposes to impose various limits unilaterally on the amount of authorized transactions or redemption of e-money or other transactions, such as single, daily, weekly, monthly or other limits. If it is not against our regulations we shall inform Client about such limits in Client online account or via e-mail within reasonable time. Where we reasonably suspect that Client has a substantial percentage of fraudulent transactions, Client must respond to any fraud related questions submitted by phone or email within 24 hours and propose reasonable measures to reduce the fraud.

3.5. Client must implement such security and other measures as requested by us, our sub-contractors or Regulators, within reasonable period of time and without delay. Client understands and agrees that new rules, regulations and requirements related to the Service can be imposed by Regulators, including Card Organizations, and therefore we shall be entitled to unilaterally update Client Acceptance Policy in case of such changes, for which Client shall be informed within reasonable period of time.

3.6. Client warrants that Client is the rightful and beneficial owner/user of all websites and associated domain names, as well as of the client business activity and entity approved by us, in relation to which the Services under this Agreement are provided. Client warrants that Client is not acting on behalf of a third party. In case of change of this Client must immediately notify us in writing via e-mail. Client is not entitled in any way to lease or provide in other way the mobile POS for use by third parties, without our explicit written consent.

3.7. Client shall be obliged to use the mobile POS in good faith and with the care of professional and only for executing of valid transactions for payment with cards with the logo of Card Organizations, in compliance with our instructions on activation and use of the mobile POS.

3.8. If applicable, the Client must undertake POS asset management on a regular basis, including all of the following:

i) Record all stock and serial numbers of each device;

ii) Record the location of device;

iii) Basic electronic and physical identification, and authentication of each device.

4. Specific rules on transactions to be observed by Client. Client has the following rights and obligations in relation to the acceptance of payment cards:

4.1. Client has the right to refuse particular categories/brands of payment instruments, linked to a payment card, issued within the framework of a payment card scheme. The present paragraph shall not apply to consumer card-based payment instruments of the same brand and of the same category of prepaid card, debit card or credit card subject to interchange fees under the Regulation 2015/751. The Client may not refuse a payment instrument, linked to a card on the basis of the identity of the issuer or of the cardholder.

4.2. In case Client has decided to exercise its rights under art. 4.1. Client shall inform Cardholders of this, in a clear and unequivocal manner, at the same time as they inform Cardholders of the acceptance of other cards and payment instruments of the payment card scheme. Such information shall be displayed prominently at the entrance of the shop and at the till.

4.3. In the case of myPOS Virtual acquiring, the information under the present section 4 shall be displayed on the Client's website or other applicable electronic or mobile medium. The information shall be provided to the Cardholder in good time before the Cardholder enters into a purchase agreement with the Client.

4.4. In addition, in case of myPOS Virtual acquiring, Client must prominently display the Client country that will be deemed to be the country of the transaction during the process of the latter, on either the checkout screen used to present the final transaction amount or within the sequence of web pages that the Cardholder accesses during the checkout process. Client is hereby explicitly informed that Client cannot use a link to a separate page or similar methods in order to comply with the present article, unless the link forms part of the "click to accept" (or equivalent) acknowledgment and refers to the cancellation policy of the Client.

4.5. Client shall have the right to provide information about the interchange and service fee to the Cardholders.

4.6. Client shall have the right to steer Cardholders to the use any payment instrument preferred by the Client including by treating card-based payment instruments of a given payment card scheme more or less favourably than others.

4.7. If Client has been authorized to undertake any specific type of transaction, Client is automatically authorized to provide refunds of such transactions. Client must only refund transactions to the card used for the original transaction. Client shall not make any cash refund to the cardholder for return of any merchandise or services previously purchased with his/her card. In such case, the refund shall be made solely by crediting the cardholder's card. Refund transactions can only be made as credit transactions, under the respective terms and conditions of the Card Organizations for such types of transactions.

4.8. In case the Client is authorized to accept payments with AMEX cards the amount of a credit transaction performed on the POS terminal of the Client cannot be different from the amount of the original purchase transaction. In accordance with AMEX rules the Client is obliged to initiate a credit operation to the Cardholder within 7 days as of the receipt of a reasonable request for a refund; and

4.9. Client must not undertake transactions for anything other than the described offers and activity of Client and genuine purchase of goods and services, which Client offers; and

4.10. Client floor limit is zero and all transactions must be authorized by Issuer and the respective Card Organization in compliance with its rules. Authorization can only confirm the lack of negative credit status of a Card and that the Card has not been reported as lost or stolen at the time of the transaction. Obtaining an authorization does not guarantee payment. If an authorization is not granted, Client must not continue to process the transaction; and

4.11. Chargeback ratio:

i) Client has to maintain a chargeback ratio up to 0.9% either calculated as count-to-sales or USD dollar-to-sales and/or 100 chargebacks presented in total per month for Visa/UPI/JCB Cards. Client acknowledges and accepts that we shall also monitor the allowed chargeback ratio and can at any moment decide to cease the Service without prior notice to Client in case Client is in breach of chargeback ratio.

ii) In MasterCard Clients are considered noncompliant when both of the following are true: (1) the total number of chargebacks is greater than 100, and (2) the chargeback ratio is greater than 1.5 %.

4.12. Fraud management:

i) Client must not exceed for VISA transactions 60 000 USD or equivalence in other currency of reported fraud and/or 0.9 % fraud-dollar-to sales-dollar or fraud count-to-sales count ratio of on a monthly basis.

ii) Clients are considered noncompliant in MasterCard when all of the following conditions are met in a given month:

(1) The total dollar amount (or local currency equivalent) of fraud transactions exceeds USD 50.000

(2) Fraud ratio is greater than 0.5%

(3) The percentage of monthly clearing volume processed using 3DS (including Data Only transactions) is less than 10 percent in nonregulated countries, or less than 50 percent in regulated countries.

iii) The term non-regulated refers to those countries without a legal or regulatory requirement for strong cardholder authentication. The term regulated refers to those countries with a legal or regulatory requirement for strong cardholder authentication.

iv) The rights of the Client under 4.1., 4.2., 4.3. and 4.4. shall not apply in regard to payment instruments, issued by issuers, based outside the European Economic Area.

5. Requirements for Recurring payments:

5.1. Client shall require approval from us before offering recurring payments with payment cards in connection with Client offers. If Client has not received our prior approval, we may reject the payment transaction. If according to our reasonable opinion the Client misuses recurring payments, we may decline authorization or suspend the Service and Client's ability to offer recurring payments.

5.2. It shall be Client's responsibility to communicate the basis and terms of the recurring payment to the Cardholder in a fair, clear and transparent manner, at least at the point of payment, and capture the Cardholder’s affirmative acceptance of such terms.. For electronic commerce (e-commerce) Clients, at the point of payment, must include the screen where Cardholders enter their card credentials and any screens that show a summary of the order (such as a shopping cart) before it is submitted for authorization by the Cardholder. Providing a link to another page that contains this information (such as a terms and conditions page), or otherwise requiring the cardholder to expand a message box or scroll down the page to see the terms, will not satisfy this requirement. At the least Client must provide information to and receive a permission from the Cardholder including the following:

i) The transaction amount;

ii) The frequency of the recurring charges (the fixed dates on or intervals at which the Recurring Transactions will be processed);

iii) The duration for which Cardholder permission is granted;

iv) Cardholder’s acknowledgement of the Client's cancellation and refund policies;

v) Where surcharging is permitted, Cardholder’s acknowledgement of any surcharge assessed and the associated disclosures.

vi) Clients that utilize a negative option billing model must also disclose the terms of the trial, including any initial charges, the length of the trial period, and the price and frequency of the subsequent subscription

5.3. Client must retain the Cardholder's permission for the duration of the recurring merchandise or services. Client must provide the Cardholder with advance notice of each instance of a recurring payment at least 5 days before it is due or if for any reason this is not practicable, must provide the Cardholder with as much advance notice as possible.

5.4. Client is prohibited from charging an amount for a recurring transaction that includes a partial payment for merchandise or services purchased in a single transaction or any finance charges. Client is prohibited from completing a recurring transaction beyond the duration expressly authorized by the Cardholder or if Client receives either a cancellation notice from the Cardholder or if the transaction was denied for any reason.

5.5. Client must provide the Cardholder with the ability to cancel a recurring payment at any time. Client must provide an online or electornic cancellation procedure . Client declares he is aware that in recurring payments the Cardholder may instruct the Issuer to discontinue the recurring payments to Client, in which case either the Issuer or/and we shall be obliged to discontinue the recurring payments, for which we shall not be liable.

5.6. Cardholder's written permission for a recurring transaction or a Mail/Phone Order Transaction must contain all of the following information:

i) Account number;

ii) Transaction date;

iii) Transaction amount;

iv) Authorization code, if any;

v) Cardholder signature;

vi) Client (merchant) name;

vii) Client (merchant) location;

viii) Description of merchandise or services.

5.7. Client is obligated to use the method of communication agreed between Client and Cardholder (email message or any other electronic method) in order to (all points are applicable):

i) Send a confirmation at the time of enrollment in a subscription/recurring billing plan that provides the terms of the subscription, including the terms of a trial period when applicable, and clear instructions about how to cancel the subscription

ii) Send a receipt after every billing that includes clear instructions for how to cancel the subscription.

iii) Provide notification to Cardholder including the terms of the subscription and instructions about how a Cardholder may cancel the subscription, no less than three days and no more than seven days before the billing date if any of the following is true:

(1) For any subscription/recurring payment plan that bills a cardholder less frequently than every six months (180 days);

(2) A trial period, introductory offer, or any promotional activity has expired;

(3) The recurring transaction agreement has been changed, including, but not limited to any change to the amount of the recurring transaction.

5.8. Additional rules for Clients offering "free trial periods":

i) Explicit consent: At the time of enrolment, Client must require the Cardholder to expressly consent to entering an ongoing subscription service for recurring payments.

ii) Enhanced Notification:

At the time of enrolment, Client must provide a copy (i.e., email or SMS/text, or other delivery method, if agreed with the Cardholder) of the terms and conditions of the subscription service to the Cardholder, even if no amount was due at the time. This must include:

(1) The start date of the subscription.

(2) Details of the goods/services.

(3) Ongoing transaction amount and billing frequency/date.

(4) Link or other simple mechanism to enable the Cardholder to easily cancel any subsequent transactions online.

(5) Confirmation that the Cardholder has agreed to a subscription, unless the Cardholder cancels.

iii) Explicit Transaction Receipts:

Client must disclose the following on transaction receipts:

(1) Length of any trial period, introductory offer, or promotional period, including clear disclosure that the Cardholder will be

charged unless the Cardholder takes steps to cancel any subsequent transactions

(2) Transaction amount and date for the initial transaction (even if no amount is due) and for subsequent recurring transactions

(3) A link or other simple mechanism to enable the Cardholder to easily cancel any subsequent transactions online

iv) Reminder Notification

No less than three days and no more than seven days before the end of trial period, or whenever terms and conditions will change, the Client must send a reminder notification to the Cardholder that the subscription plan will commence if the Cardholder does not cancel it. This notification must include the basic terms of the subscription and instructions about how to cancel. This reminder can be completed by email message or any other electronic method.

v) Cancellation:

Client must provide an easy way for the Cardholder to cancel the subscription or payment method online, regardless of how the Cardholder initially interacted with the Client (for example, a pop-up store in a shopping mall, door-to-door sales, or a TV/Radio ad).

5.9. **Expanded Dispute Rights for transactions where merchandise or digital goods have been purchased.** Client can remedy the dispute by proving that it has acted appropriately, provided they can show that (a) the Cardholder expressly agreed to future transactions; and (b) the Client electronically notified the Cardholder (based on the details the cardholder provided) before processing new transactions following the trial/promotional period. This rule applies to services which were purchased by a Cardholder either:

i) through a trial period; or

ii) as a one-off purchase, and the cardholder was not clearly advised of further billing after the purchase date.

5.10. **Up-Selling Transaction Requirements.**

i) For the purposes of this document, the term “up-selling” means the sale of goods and services different from, and not affiliated with or a subsidiary of, the initial Client with whom the Cardholder initiates the Transaction.

ii) An up-selling Client must comply with all of the following:

(1) Clearly disclose to the Cardholder all of the following:

(a) the name of the up-selling Client offering the goods and services in a manner that clearly differentiates the up-selling Client from the initial Client;

(b) a description of the goods and services;

(c) the length of any trial period, including clear disclosure that the Cardholder will be charged unless the Cardholder takes steps to cancel the subsequent Transaction;

(d) the Transaction amount and Transaction Date;

(e) The cancellation policy;

(2) Obtain the Cardholder’s express informed consent for any subsequent Transactions by requiring the Cardholder to do all of the following:

(a) Enter the Cardholder’s Account Number for the subsequent Transactions;

(b) Enter the Cardholder’s name, address, and contact information;

(c) Perform an additional confirmatory action to indicate consent to the Transaction (for example: clicking a confirmation button).

(3) Comply with all other Transaction processing requirements.

iii) For a Transaction involving up-selling, both of the following must occur:

(1) Before completing a Transaction, the initial Client must do all of the following:

(a) Clearly disclose to the Cardholder all of the information specified in 5.10.ii)(1) and the last 4 digits of the Account Number. If the first Transaction is an Electronic Commerce Transaction, this information must be clearly visible on the checkout screen.

(b) At the time of the first Transaction, obtain express Cardholder consent for any subsequent Transactions. If the first Transaction is an Electronic Commerce Transaction, consent must be obtained via a “click-to-accept” button on the checkout screen.

(c) Immediately after the first Transaction has been completed, send a Transaction Receipt to the Cardholder as specified in 5.10.ii)(1) and the last 4 digits of the Account number.

(2) At least 7 days before initiating a subsequent Transaction, the up-selling Client must provide to the Cardholder written notification as specified in 5.10.ii)(1) and the last 4 digits of the Account number, if either:

(a) The terms of the agreement between the Client and the Cardholder have changed. The notification must also include the new terms and conditions.

(b) The transaction entails a trial period, introductory offer, or promotional period is going to end.

5.11. Negative Option Transaction Requirements.

i) For the purposes of this document, the term “Negative Option Client” means a Client that requires the Cardholder to expressly reject the Client’s offer of additional goods and/or services during the Transaction process or expressly decline to participate in future Transactions.

ii) A Negative Option Client must comply with all of the following:

(1) Obtain the Cardholder’s express informed consent by disclosing all purchase terms and conditions before initiating the initial Transaction, including, but not limited to, the following:

(a) the name of the Client offering the goods and services;

(b) a description of the goods and services;

(c) the Transaction amount and Transaction Date (including for each recurring charge);

(d) the length of any trial period, including clear disclosure that the Cardholder will be charged unless the Cardholder take steps to cancel the subsequent Transaction;

(e) the cancellation policy;

(2) Provide a simple mechanism for the Cardholder to cancel charges;

(3) Comply with all other transaction requirement.

iii) A negative option Client must do all of the following:

(1) Before completing an agreement or Transaction, clearly disclose to the Cardholder all of the information specified in 5.11.ii) and the last 4 digits of the Account Number. If the Client sends a Transaction Receipt or notification via email, a link to a page on the Client’s website where the agreement, order, or any subsequent Transaction can be easily cancelled. If the initial Transaction is an Electronic Commerce Transaction, this information must be clearly visible on the checkout screen.

(2) At the time of the agreement or first Transaction, obtain express Cardholder consent for any subsequent Transactions. If the first Transaction is an Electronic Commerce Transaction, consent must be obtained via a “click-to-accept” button on the checkout screen.

(3) Immediately after the first Transaction (if applicable) and Cardholder consent to subsequent Transactions, send to the Cardholder a Transaction Receipt (if applicable) or written confirmation, as specified in 5.11.ii) and the last 4 digits of the Account Number.

(4) At least 7 days before initiating a subsequent Transaction, provide written notification to the Cardholder as specified in 5.11.ii) and the last 4 digits of the Account Number, if either:

(a) The terms of the agreement between the Client and the Cardholder have changed. The notification must also include the new terms and conditions;

(b) A trial period, introductory offer, or promotional period is going to end.

5.12. Where Client agrees with the Cardholder to receive recurring payments, we shall facilitate the transaction between Client and the Cardholder, but we shall be under no obligation to enforce any contractual obligations for payment by the Cardholder to Client or for delivery of Client's goods or services to the Cardholder. We make no representation and give no undertaking or warranty that recurring payments will be made by the Cardholder. We shall be under no responsibility to enforce the recurring payment arrangement against the Cardholder.

5.13. Additional Requirements for Recurring payments are outlined in pt. 11.7 of this Policy in relation to Clients processing payment transactions with AMEX-branded cards.

5.14. In case of a chargeback initiated by the Cardholder for a recurring transaction and in order for the Client to successfully dispute the chargeback, Client must:

i) Provide documentation proving that the transaction was recurring. Examples included but are not limited to: The Client providing proof that the Cardholder had to click to accept the recurring terms and conditions or the cardholder signed a contract agreeing to the recurring terms and conditions.

ii) For Cardholders executing recurring transactions with VISA-branded cards, the documents that Client should provide in order to justify recurring transaction includes:

(1) Evidence of a legally binding contract held between the Client and the Cardholder;

(2) Proof regarding Cardholder's use of the merchandise or services;

(3) Evidence of a previous transaction that was not disputed.

iii) For Cardholders executing recurring transactions with MasterCard-branded cards the Client retains the Cardholder's written agreement to the terms of a recurring payment transaction. The Client must not deliver products or perform services pursuant to a recurring payment transaction after receiving notification of its cancellation by us or the Cardholder or that the Account on file is not to be honored.

5.15. Client acknowledges and accepts that Client shall refund the full amount paid by Cardholder if the Client has not adhered to the terms of the sale or service or the present Acceptance Policy.

6. Requirements for Pre-Authorization transactions (if allowed by the Service):

6.1. Client may be entitled to use Pre-Authorization functionality only if it meets the conditions set in the present Acceptance policy and/or correspondent to the Legal agreement for the Service and:

i) performs business activity as hotel, cruise line or a vehicle rental company;

ii) ensures Cardholder´s prior consent to incur Pre-Authorization transactions by including such clause in his General Terms and Conditions or other document regulating the legal relationship between Client and Cardholder;

6.2. A Pre-Authorization confirmation transaction must be completed within 30 calendar days of the transaction date of the initial Pre-Authorization transaction.

6.3. Client is allowed to initiate Pre-Authorization transaction only for payments on the following services:

i) Damage to rental vehicles;

ii) Food or beverage charges;

iii) Fuel;

iv) Goods and services purchased aboard a vessel of a Cruise Line;

v) Insurance;

vi) Parking tickets and other traffic violations;

vii) Rental fees;

viii) Room charges; and

ix) Taxes.

6.4. If Client is a Vehicle Rental Company and Pre-Authorization transaction is used for covering expenses for parking tickets or penalties for violation of traffic legislation, Client must provide us with the following documentation issued by appropriate civil authority:

i) The license number of the rental vehicle;

ii) The time and the location of the violation;

iii) The statute violated; and

iv) The amount of the penalty in the local currency of that civil authority;

6.5. If Client is a vehicle rental company and Pre-Authorization transaction is used for covering of damages:

i) Client must provide us with the following documentation issued by appropriate civil authority:

(1) A copy of the rental agreement;

(2) An estimate of the cost of the damage from an organization that can legally provide repairs;

(3) The relevant civil authority's accident report (if applicable);

(4) Documentation showing that the Cardholder has given consent that a Pre-Authorization transaction may be processed using Cardholder’s Card to cover damages to a rental vehicle. Such consent must be evidenced either by the Cardholder’s signature on the same page as, and close to, the description of the charges that may be covered by the Pre-Authorization transaction, or by the Cardholder’s signature on the agreement and the Cardholder’s initials on each page of the agreement, where the Cardholder’s signature is not set out on the same page as the description of the charges which may be covered by the Pre-Authorization transaction;

(5) Any other documentation demonstrating that Cardholder’s liability for the damage; and

(6) A copy of the insurance policy of the Vehicle Rental Company, if that Vehicle Rental Company requires that the Cardholder pay an insurance deductible for damages and a copy of the Vehicle rental agreement showing that the Cardholder consents to be responsible for the insurance deductible.

ii) Client must also provide us a written confirmation to the Cardholder within 10 business days of the return date of the rented vehicle including description of the damage, cost of the damage; and currency in which the cost of repairing the damage will be charged. Client must also give cardholder a possibility to provide an alternative written estimate for the cost of repairing the damage within 10 business days of receiving this above confirmation for damage and also ensure Cardholder´s right for to dispute the charged amount.

iii) Client must wait 20 business days from the date of the confirmation receipt provided to the Cardholder before processing the Pre-Authorization transaction for damages in order to execute the action under 6.5.2.

6.6. If Client wishes to use Pre-Authorization transaction to guarantee its reservations, Client must provide us with Client’s Cancellation Policy. In case of chargeback Client must provide us with proofs that Client has communicated the Cancellation Policy and all of the required information (described in details below) to the Cardholder whereas Client agrees that we may require additional documents related to cancellation of reservations.

7. Specific Requirements to Clients performing business activity as hotel, cruise line or a vehicle rental company.

7.1. If Client runs a 1) Hotel or a vehicle Rental Company or is a third-party booking agent that accepts payments with Cards to guarantee Hotel/Vehicle Rental reservations, or runs a 2) Hotel or Cruise Line business and wishes to participate in the Advance Deposit Service the following requirements must be applied:

i) Billing Information:

(1) For the purposes of compiling its billing information Client must obtain the Cardholder name, Account Number and Card expiry date.

(2) Additional requirements for some clients (Hotel or Cruise Line business) using Advance Deposit Service:

(a) Cardholder’s telephone number and mailing address;

(b) Scheduled date of check-in for a Hotel, or embarkation for a Cruise Line; and

(c) Intended length of stay or voyage.

(d) Client must determine the Advance Deposit Transaction amount, which must not exceed for Hotels - the cost of the intended length of stay (not to exceed 14 nights' accommodation), and in the case of a Cruise Line - the total cost of the cruise.

(3) In all cases the amount of an Advance Deposit Transaction or reservation transaction must be offset against the total cost of Client’s service to be paid by the Cardholder.

ii) Accommodation/Reservation Information:

(1) Client is obliged to provide to the cardholder in writing confirmation of the reservation as well as all of the following:

(a) The Reserved accommodation rate, Currency and amount of the Transaction;

(b) The exact name and physical address of the hotel establishment, of the cruise ship and point of embarkation to the Cardholder or of the location from where the vehicle is to be collected prior to accepting the Cardholder’s reservation;

(c) Client’s cancellation policy.

(2) Additional information for hotel reservations:

(a) Client must inform the Cardholder that one night's lodging will be billed or in case of Advance Deposit Transaction Client will retain all or part of the Transaction amount if the Cardholder has not:

- Registered at the hotel establishment by the check-out time on the day following the Cardholder’s scheduled arrival date;

- In case of Advance Deposit Transaction check-in at the reserved Hotel by the check-out time on the day following the specified last night of lodging or check-in by embarkation time of the Cruise (the Cardholder will lose the amount of the deposit that is equivalent to the unused amount of the reservation); or

- Properly cancelled the reservation in accordance with Client’s cancellation policy.

(3) Additional information for Advance Deposit Transaction:

(a) Client’s intention to hold the Hotel or Cruise Line accommodation for the number of nights paid for and according to the reservation; and

(4) Additional requirements for Vehicle Rental Service:

(a) Ensure that the Cardholder is advised, at the time of making the reservation, that a confirmation receipt is available during the hours of operation on return of the rented vehicle. This receipt confirms the mutually agreed condition of the rented vehicle upon its return;

(b) Inform the Cardholder that a No-Show Transaction up to the value of one day’s rental at the reserved vehicle rental rate will be billed to the Cardholder if the Cardholder has neither:

- Collected the vehicle within 24 hours of the collection time; nor

- Properly cancelled the reservation in accordance with the communicated Vehicle Rental Company’s cancellation policy.

(5) If Client wishes to reserve the right to bill a No-Show Transaction, the latter must confirm, in writing, as part of the reservation confirmation, the value and currency of the No-Show Transaction that will be billed to the Cardholder.

iii) Reservation Confirmation.

(1) Client agrees that a written confirmation of the reservation must be provided to the Cardholder which must contain all of the following information:

(a) Cardholder name, Account Number truncated to only display four digits, Card expiry date;

(b) Confirmation code and with the advice to the Cardholder to retain it in case of a dispute;

(c) Exact physical address of the hotel establishment/ of location where vehicle is to be collected; and

(d) Hours of operation of the collection and return outlet (applicable for Vehicle Rental Reservation)

(e) Client's cancellation policy requirements or if applicable Hotel Reservation Service provisions relating to the Cardholder's obligations.

(f) The actual date and time when the Cardholder's ability to cancel the accommodation reserved by that Advance Deposit Transaction without penalty expires; and

(g) Written confirmation of any changes to the reservation made by the Cardholder.

(2) If Client does retain all or part of the Transaction Amount of the Advance Deposit Transaction, it must not charge the Cardholder for a No-Show Transaction.

iv) Transaction Receipt Completion (Applicable to Clients using Advance Deposit Service).

(1) The Transaction Receipt for the Advance Deposit Transaction must include the following information:

(a) Transaction Amount of the advance deposit;

(b) Cardholder name and Account Number and Card expiry date;

(c) Cardholder telephone number and mailing address;

(d) The words "Advance Deposit" on the Transaction Receipt signature line;

(e) Client's confirmation code confirming the Advance Deposit Transaction;

(f) Scheduled check-in date or embarkation date; and

(g) The actual date and time that the Cardholder's ability to cancel the accommodation without penalty reserved by that Advance Deposit Transaction expires.

(2) Client must send a copy of the Transaction Receipt and a copy of its cancellation policy to the Cardholder within three business days of the Transaction Date of an Advance Deposit Transaction.

v) Cancellation Period.

(1) Client must accept all cancellations from Cardholders using its Service Hotel Reservation Service. Client in its cancellation policy may specify that may charge the Cardholder for one night's accommodation or that may only retain those amounts deposited in advance if the Cardholder has not cancelled its reservation within the time limits specified in that policy as relating to a cancellation with no penalties.

(2) Additional requirements for Hotel and Vehicle Rental Reservations:

(a) Client must not require cancellation notification of more than 72 hours prior to the scheduled arrival date/the scheduled pick up date for cancellation without penalty.

(b) In case the Cardholder makes a reservation within 72 hours prior to the scheduled arrival date, the cancellation deadline must be no earlier than 6:00 p.m. at the physical location of Client on the scheduled arrival date/the scheduled pick up date.

vi) Cancellation Confirmation.

(1) Client must provide the Cardholder with a cancellation code (provided that the cancellation is properly done in accordance

with the cancellation policy) and advise the Cardholder to retain it in case of a dispute.

(2) When a Cardholder cancels a reservation, Client must communicate (in writing) a confirmation of cancellation to the Cardholder at the Cardholder's request within 1 business day of the cancellation date. The confirmation must include the following:

(a) Cardholder name, Account Number, truncated to show only four digits, Card expiry date; and

(b) Cancellation code.

(3) In case of cancellation of reservation that is the subject of the Advance Deposit Transaction and Client is not entitled to retain all of the Transaction Amount of the Advance Deposit Transaction, Client must complete a Credit Transaction Receipt, including all of the following:

(a) Transaction Amount;

(b) Cardholder name, Cardholder Account Number and expiry date as displayed on the Card;

(c) Cardholder telephone number and mailing address;

(d) Cancellation code given to the Cardholder by Client; and

(e) The words "Advance Deposit" on the Credit Transaction Receipt signature line.

(4) Within three business days of the Transaction Date for the Transaction under which Client refunds the Cardholder with all or part of the Transaction Amount of the Advance Deposit Transaction, Client must both:

(a) Deposit the Credit Transaction Receipt to us; and

(b) Send the Cardholder's copy of the Credit Transaction Receipt to the Cardholder.

vii) Unclaimed Accommodations/Rentals.

(1) Client must hold the reserved accommodation until the check-out time on the day following the scheduled check-in day unless the Cardholder has cancelled the reservation.

(2) If the Cardholder has not claimed or cancelled the accommodation, Client must complete a Transaction Receipt that must contain the following:

(a) Amount of one night's lodging plus applicable tax;

(b) Cardholder name, Account Number, Card expiry date; and

(c) The words "No-Show" on the signature line of the Transaction Receipt.

(3) If a Cardholder has not claimed or cancelled the vehicle rental by the specified time, Client must keep the vehicle available according to the reservation for 24 hours from the collection time. If the vehicle remains unclaimed by the Cardholder, Client may process a No-Show Transaction.

viii) Unavailable Accommodations.

(1) If the guaranteed accommodations are unavailable, Client must make the following services available to the Cardholder at no charge:

(a) Comparable accommodations for one night at another hotel establishment;

(b) If requested, a three-minute telephone call and message forwarding to the alternative establishment; and

(c) Transportation to the alternative establishment.

ix) Unavailable Hotel Accommodation related to Advance Deposit Service.

(1) If the reserved hotel accommodation is unavailable, Client must offer the Cardholder the following:

(a) Comparable hotel accommodation at an alternative establishment for the number of nights specified in the reservation (not to exceed 14 nights) or until the reserved accommodation become available at the original establishment;

(b) If requested, two three-minute telephone calls and message forwarding to the alternative establishment;

(c) Transportation to the alternative establishment's location and return to the original establishment; and

(d) If requested, daily transportation to and from the alternative establishment.

(2) If the reserved hotel accommodation is unavailable and the Cardholder either accepts any alternative hotel accommodation and undertakes to pay for such accommodation, or chooses not to accept any alternative hotel accommodation, Client must provide the Cardholder with the following:

(a) A credit refund for the entire Advance Deposit Transaction amount; and

(b) A copy of the Credit Transaction Receipt.

(3) If the Cardholder accepts alternative hotel accommodation and Client undertakes to pay directly for such alternative accommodation, Client shall not provide a credit refund for the amount of the Advance Deposit Transaction.

x) Unavailable Cruise Line Accommodation related to Advance Deposit Service.

(1) If the reserved Cruise Line accommodation is unavailable, and no comparable Cruise Line accommodation is available on the Cruise Line, Client must offer the Cardholder a comparable cruise of similar itinerary and embarkation date at no additional cost to the Cardholder.

(2) If the reserved Cruise Line accommodation is unavailable and the Cardholder either accepts any alternative Cruise Line accommodation and undertakes to pay for such accommodation, or chooses not to accept any alternative Cruise Line accommodation, Client must provide the following:

(a) A credit refund for the entire Transaction Amount of the Advance Deposit Transaction;

(b) A copy of the Credit Transaction Receipt to the Cardholder.

(3) If the Cardholder accepts alternative Cruise Line accommodation and Client undertakes to pay for such accommodation, Client shall not provide a credit refund for the amount of the Advance Deposit Transaction.

(4) When a Cardholder uses the Advance Deposit Service, if Cardholder accepts the alternative Cruise Line accommodation in accordance with art. 7.1.10 (i)., Client must offer the following to the Cardholder without charge:

(a) An additional night's accommodation;

(b) Airfare to a different port city or airline transportation to the airport nearest the Cardholder’s residence; and

(c) Reasonable out-of-pocket expenses incurred by the Cardholder.

8. Specific Requirements to Clients offering Online Storage or File-sharing Services.

8.1. If Client is offering Online storage or File-sharing services and also

i) rewards Users of the Client or Sponsored Client’s service for uploading, downloading, or sharing content and/or

ii) promotes online content by distributing URL codes or forum codes to individuals or third parties and/or

iii) has implemented a link-checker on the Client’s or any of Client’s subcontractors’ website(s), allowing individuals to check whether a link has been disabled in order to re-upload content that has previously been removed, must comply with the following in order to adhere to the present Acceptance policy:

(1) Client and/or Client’s subcontractors must report all illegal content to the relevant authorities based on the local laws governing the country(ies) in which a) the Client or Sponsored Client has its Client Outlet and/or b) the illegal content is stored and/or c) the illegal content is uploaded and/or downloaded.

(2) Client and/or Client’s subcontractors must implement a process for reviewing, removing, and reporting illegal or prohibited content and for preventing individuals who have uploaded illegal or prohibited content from uploading any content in the

future.

9. Visa Specific Requirements for High-Brand Risk (HBR) Clients who operate in the card-absent environment.

9.1. HBR Clients who operate in the card-absent are required to be registered by myPOS before Visa and therefore such Clients agree to provide any and all necessary support to myPOS to this end.

9.2. The Client shall be notified if his business classifies him as HBR.

9.3. Without prejudice to the other requirements under the Present Policy and the Legal Agreement/General Terms for myPOS, HBR Clients use of the service shall only be acceptable after the registration with Visa is complete and continues to be in good standing.

9.4. Each HBR Client must pay to myPOS a registration fee, the amount of which shall be communicated to the Client in the process of application.

9.5. Each Client will receive an individual notification before the registration is made.

9.6. The initial registration fee is billed at the time of registration and annual renewal billing will occur each September beginning in 2022. To avoid the renewal fee, a Client must submit a notice for termination of the Legal Agreement for myPOS Service before 1 August of each year.

10. Mastercard Specific Requirements for certain Client types who use the Mastercard Registration Program (MRP) system.

10.1. Clients which are defined in the Rules are required to be registered by myPOS under the MRP before MasterCard and therefore such Clients agree to provide any and all necessary support to myPOS to this end.

10.2. The Client shall be notified if his business classifies him as subject to registration.

10.3. Each of the above-mentioned Clients must pay to myPOS a registration fee, the amount of which shall be communicated to the Client in the process of application.

10.4. Each Client will receive an individual notification before the registration is made.

10.5. The initial registration fee is billed at the time of registration. To avoid the annual renewal fee, a Client may submit a notice for termination of the Legal Agreement for myPOS Service 2 (two) months before the registration is made.

11. Specific Requirements to Clients accepting transactions with AMEX-branded payment cards.

11.1. Client acknowledges and accepts that the processing transactions made via AMEX-branded payment cards is acceptable only for Clients which were approved by our sole discretion for processing transactions made via AMEX-branded payment cards. The processing of transactions made via AMEX-branded payment cards will not be active for Clients until there is such approval granted from our side.

11.2. Processing transactions made via AMEX-branded payment cards is prohibited for Clients with the following business activities:

i) Airlines and Air Carriers (including charter airlines);

ii) Bail/Bail Bond – a sum of money paid by a criminal defendant to be released from jail under the condition that they appear for court appearances.

iii) Bankruptcy Services – a company or agency that is in the business of recovering money owned on delinquent or supporting the bankruptcy process.

iv) Bullion – bulk metal in bars or ingots such as gold, silver, platinum, palladium bullion; gold, silver, platinum, palladium bars; precious metals;

v) Card Rental Agencies – branded and non-branded card rental agencies.

vi) Cash at Point of Sale/Cash on card – Cash or cash-like transactions from financial and non-financial institutions;

vii) Charities – A non-profit, non-political organizations that collects donations, including fundraising. This category includes also crowdfunding merchants that accept donations on behalf of individuals raising money for various causes without any expectations of repayment and without any additional perceived or actual financial or tangible benefit.

viii) Check Cashing/Guarantee - A business that provides customers with a way to turn a check into cash without having to rely on a bank account;

ix) Child Pornography - An individual or entity providing or associated with the visual depiction of a minor engaged in obscene or sexually explicit conduct, whether made or produced by electronic, mechanical, or other means.

x) Collection Agencies - A company that lenders use to help recover funds that are past due. Examples include: debt collection agencies, factoring companies, and liquidators.

xi) Commercial Leasing - A business that conveys land, real estate, equipment, or other property, to another for a specified time in return for regular periodic payment. Examples include commercial real estate and commercial vehicles, such as trucks and marine vessels. This does not include residential Real Estate Agents and Managers – Rentals (MCC 6513).

xii) Credit Financing - A merchant that provides financing to customers, earning revenue on that financing via fees and/or interest. Examples include: credit cards, personal loans, student loans, car loans, and mortgage payments.

xiii) Credit Restoration - A service aimed at improving credit ratings by disputing errors and outdated claims with credit bureaus.

xiv) Debt Repayment (past due or defaulted) - A company collecting payment of overdue debt. Examples include: a payment to a collection agency, factoring company, liquidators, or insolvency practitioner/lawyer.

xv) Digital File Hosting (Cyberlockers) - Online data hosting services that provide remote storage space within a secure storage architecture; they can be accessed globally over the Internet. Cyberlockers are also referred as ‘online storage’ or ‘cloud storage’.

xvi) Door-to-Door Sales - Unsolicited individual (who may go from door to door) selling goods and/or services with immediate payment expected.

xvii) Escort Services - A business, agency, or person who, for a fee, provides or offers to provide a companion.

xviii) Foreign Exchange - A business or financial institution that has the legal right to exchange one currency for another currency.

xix) Gambling - The wagering of money or something of value on an event with an uncertain outcome, with the primary intent of winning money or material goods. Examples include: Regulated (real money) betting, including casino, poker, sports betting, lottery tickets, Advance-deposit wagering, including horse/dog racing, Fantasy sports, Skill-based, pay-to-play games that award monetary prizes, Games of chance that are not free to enter and award monetary prizes, Government-owned and other lotteries, Gambling chips, Gambling credits.

xx) Indirect acceptor models - A payment intermediary that contracts with American Express to facilitate payments to multiple, eligible third-party End Beneficiaries. The Indirect Acceptor accepts the Card but does not send Card information to the End Beneficiary and pays eligible End Beneficiaries using another method, such as bank transfer, cheque, or wire. Examples include: bill payment providers, staged digital wallets, stored value digital facility wallets (top-up wallets), peer-to-peer wallets, centralized payment platforms, marketplaces, and installment payment providers (buy now pay later or BNPL).

xxi) Investments - A purchase made for speculative purposes, or with the intent of future profit or appreciation. Examples include, but are not limited to, securities (stocks, bonds, commodities, and mutual funds), wine with delivery that exceeds 1 year from purchase, and investment on futures.

xxii) Licensed Insolvency Practitioners - A professional intermediary in insolvency procedures.

xxiii) Branded Lodging – Hotels, Motels, Resorts (including “branded” Central Reservation Services)

xxiv) Marijuana-Related Businesses - Any individual or entity that manufactures, processes, distributes, or dispenses marijuana, or byproducts or derivatives of marijuana, whether for recreational or medicinal purposes, and whether or not subject to a governmental licensing regime.

xxv) Multi-level Marketing / Pyramid Selling (also referred to as Direct Marketing – Inbound/Outbound Telemarketing) - A sales

system that uses one or more of the following practices:

(1) participants pay money for the right to receive compensation for recruiting new participants.

(2) a participant is required to buy a specific quantity of products, other than at cost price for the purpose of advertising, before the participant is allowed to join the plan or advance within the plan.

(3) participants are knowingly sold commercially unreasonable quantities of the product or products (this practice is called inventory loading).

(4) participants are not allowed to return products on reasonable commercial terms.

xxvi) Online Adult Entertainment - A business or entity that provides adult content online in a digital, streamed, or other service format via the internet.

xxvii) Payday Lending - A company that lends customers money at high interest rates on the agreement that the loan will be repaid when the borrower receives their next paycheck.

xxviii) Payment Facilitator / Aggregator / Master Merchant / Payment Aggregator / Third Party Service Provider ("TPSP") - an entity that submits transactions for payment to a payment card network on behalf of other merchants who may or may not have direct relationships with merchant acquirers of the network.

xxix) Pharmacies (Card Not Present) - Pharmacies that submit Card Not Present transactions.

xxx) Political Party Donations - Membership organizations that promote the interests of or raise funds for a national, state, or local political party or candidate.

xxxi) Prostitution - A person or business providing sexual services in return for payment.

xxxii) Real Estate Down Payments - An initial payment when the real estate is bought on credit.

xxxiii) Steamships & Cruise Lines (including onboard cruise shops) - Steamship and cruise line merchants.

xxxiv) Telecommunication Services - Telecommunication services, including wireless, cable, satellite, wire line, and internet service providers (ISPs).

xxxv) Telemarketing - Travel Related - A business that telemarkets travel related products or services or other travel arrangements.

xxxvi) Timeshares - Selling partial ownership of a property for use as a holiday home, whereby a Cardmember can buy the rights to use the property for the same fixed period annually.

xxxvii) .Tobacco and Smokeless Tobacco Retailers (Card Not Present) - Tobacco, and e-cigarettes retailers that submit Card Not Present transactions. Example includes vaping products. and not only);

xxxviii) Unregulated Massage Parlors - A massage parlor that is not registered with a governing body.

xxxix) Virtual Currency / Cryptocurrency - Digital money not authorized or adopted by a government. Issued and controlled by its developers and used and accepted among members of a specific virtual community.

xl) Wire Transfers In-Person (not online) - A business that specializes in the transfer of money from one location to another

11.3. Processing transactions made via AMEX-branded payment cards is prohibited for the following goods and services:

i) damages, losses, penalties, or fines of any kind;

ii) costs or fees over the normal price of the goods or services (plus applicable taxes) or Charges that Cardmembers have not specifically approved;

iii) overdue amounts, or amounts covering returned or stop-payment checks;

iv) gambling services (including online gambling), gambling chips, or gambling credits; or lottery tickets;

v) adult digital content sold via Internet Electronic Delivery Transactions;

vi) cash;

vii) sales made by third parties or entities conducting business in industries other than the Client;

viii) amounts that do not represent bona fide sales of goods or services at Client's business, e.g. amounts which do not represent a bona fide sale of goods or services by the Client (e.g. the "funding" of an account without a corresponding provision of goods/services to another person is prohibited, as are purchases by the owners (or their family members) or employees of Client contrived for cash flow purposes);

ix) Travel Agent/Tour Operators/Unaffiliated Lodging merchants with more than 1 MM USD AMEX-brand acquiring turnover per annum.

x) illegal business transactions.

11.4. Processing transactions made via AMEX-branded payment cards is restricted to Clients with business activity in the following countries:

- Austria;
- Belgium;
- Bulgaria;
- Croatia;
- Republic of Cyprus;
- Czech Republic;
- Denmark;
- Estonia;
- Finland;
- France;
- Germany;
- Greece;
- Hungary;
- Iceland;
- Ireland;
- Italy;
- Latvia;
- Liechtenstein;
- Lithuania;
- Luxembourg;
- Malta;
- Netherlands;
- Norway;
- Poland;
- Portugal;
- Romania;
- Slovakia;
- Slovenia;
- Spain;
- Sweden;

11.5. In case a Client has been approved for accepting transactions with AMEX-branded payment cards Client must inform us immediately in case of any change of his business activity. In case Client does not comply with this provision or is in breach of any requirement under this section (specifically those under pts11.2 - 11.4 .), we shall have the option to terminate the provision of the myPOS Service with immediate effect and Client acknowledges and agrees that we shall bear no responsibility for any damages, losses, claims or other similar obligations in relation to the termination.

11.6. Client acknowledges and accepts that in case of an e-commerce transaction where the goods are not shipped after 7 days as of the day of card authorization we may require a new authorization to be processed on the card. Client acknowledges and accepts that Client cannot submit any charge (authorization request) until the services purchased have been delivered to the Cardholder.

11.7. Specific requirements for Recurring payments in relation to Clients processing payment transactions with AMEX-branded cards:

i) In addition to all other requirements as defined under section 5 of this Policy, in case Client offers AMEX cardholders the option to make recurring payments automatically for a series of separate purchases or payments, before submitting the first recurring billing charge, Client must:

(1) obtain the Cardholder's name as it appears on the Card, Card account number, expiry date, and billing address.

(2) utilize a method to secure the cardholder's consent that contains a disclosure that we may receive updated Card account information from the financial institution issuing the cardholder' Card(s).

ii) In case a Client receives more than 1 chargeback by a Cardholder in a single trimester for a payment made with an AMEX-branded card, myPOS shall have the right to automatically and without notice increase the fee for acquiring for AMEX-branded card towards such Client with 0.05%.

12. Specific Requirements to Clients accepting transactions with iDEAL Payment Functionality.

12.1. The Client is approved by us for IDEAL Payment Functionality (referred to also as IDEAL Payments) after a scrutinized assessment. The Client understands that IDEAL Payment Functionality is not automatically available for Client upon registration for myPOS Service. The Client explicitly acknowledges and agrees that in order to be eligible for the functionality to accept payments in its myPOS Account by utilizing iDEAL Payment Links, Client must:

i) Have its principal place of business in the territory of EEA;

ii) Client must explicitly agree to adhere to the Terms for use of iDEAL Payments by accepting the present Policy;

iii) Client must be approved by us, which shall be a decision taken at our sole discretion and we shall have the right to deny Client's request for which we may not be held liable;

iv) Client must put in place on its website and provide to us, if requested, an effective complaints procedure, in which the Client can be easily contacted by e-mail as well as another means of direct contact (such as a telephone number, chat box, or other medium). Client must provide the information about the complaints procedure in an easy and transparent manner so that it is easily accessible to Payers;

v) Client must adhere to the terms and conditions for iDEAL services, including the use of the iDEAL logo;

vi) Client undertakes to ensure that its website is implemented with measures which prevent risks associated with (spear) phishing and spoofing and other fraudulent practices, which measures conform to the market standards. Client understands and agrees that we shall have the right to terminate the provision of the iDEAL Payments, partially or in its entirety if according to our sole assessment, Client's website does not comply with the aforementioned;

vii) Client must technically integrate with iDEAL Payments by downloading and installing our technical kit;

12.2. Payments via iDEAL:

Subject to all applicable provisions for payment requests, specified in the Legal Agreement for myPOS Account, Client may accept payment and have its myPOS Account funded via iDEAL Payment. Client understands and agrees that when buying products/services the Payer will be led secure online environment where to choose any of the issuing banks under iDEAL. By selecting the relevant bank from the list the payer is redirected to its own online banking held with another service provider.

12.3. Initiating a payment via iDEAL Payment: The Client understand and agrees that by clicking the iDEAL Payment the Payer is redirected to the payment page (online banking held with another service provider) where the Payer will be provided with all relevant information regarding the Client's payment details, including Client's IBAN.

12.4. The Client understand and agrees that in case in which the Payer has accepted to execute a payment via iDEAL Payment, the Payer's payment service provider ("Payer's PSP") will receive a payment order, submitted by the Payer for execution of SEPA Credit Transfer for amount, as specified under the payment page, which amount will be settled to the Client's myPOS Account. We shall bear no responsibility in case a SEPA Credit Transfer has not been executed properly due to a reason that is related to Payer's PSP and that lies outside our control.

12.5. In the event of a breach of any of the provisions of the present Policy or in the Legal Agreements for myPOS Service by the Client or in case of fraud (actual or suspected) performed by the Client in relation to iDEAL Payment, we shall have the right to terminate the provision of this functionality to Client with immediate effect, for which we shall not be held liable for whatsoever compensations.

12.6. Client understands and agrees that when utilizing the iDEAL Payment, our representations and warranties under the Agreement shall only apply in case a valid SEPA Credit Transfer is received from the Payer's PSP and only upon this condition we shall credit the Client's myPOS Account with the amount of the transfer, less any applicable fees or obligations due by Client to us.

12.7. Clients declares that Client shall comply with all relevant laws and regulations for its activities when utilizing the iDEAL Payment. Client understands and agrees that we may terminate the provision of this part of the Service with immediate effect in case Client does not comply with this clause.

12.8. Client agrees and undertakes to cooperate with any request for information from our side in specific situations that require further investigation in relation to the functionality for funding the myPOS Account via iDEAL Payment Links.

12.9. Client guarantees that it must deliver the purchased product/service to the Payer within 14 (fourteen) days as of the moment of the executed iDEAL Payment. Otherwise the Client agrees that it must refund a payment received by the Payer via iDEAL Payment if the good or service is not delivered within that period. If the Client fails to refund the payment Client agrees that we shall be authorized to execute the refund back to the Payer on behalf of the Client.

13. Specific requirements for the use of Apple Pay

13.1. In case the Client has been provided with the possibility to use the Apple Pay integration, the Client shall be obligated, in addition to all other obligations under the present Policy, to comply at all times with Apple's requirements for the Apple Pay service, which can be found here and form and integral part of the present policy. You are hereby informed of Apple Pay's list of restricted/prohibited activities

14. Specific requirements for the use of Google Pay

14.1. In case the Client has been provided with the possibility to use the Google Pay integration, the Client shall be obligated, in addition to all other obligations under the present Policy, to comply at all times with Google's requirements for the Google Pay service, which can be found here and form and integral part of the present policy. You are hereby informed of Google Pay's list of restricted/prohibited activities