



Online Payment Acceptance Agreement

General Terms

Version 1.0

1. DEFINITIONS

- 1.1. The capitalized terms used in this Agreement shall have the following meaning:
- 1.1.1. **“Account Servicing Payment Service Provider” (ASPSP)** means the Payer’s payment service provider which holds Payer’s payment account and / or issued payment instrument.
 - 1.1.2. **“Agreement”** means this Online Payment Acceptance Agreement that consists of General Terms, Special Terms and Payment Method(s) Terms of Use (*if any*) and its integral parts: Terms and Conditions, Privacy Policy, API Terms and Conditions and Technical Specifications. The General Terms and Payment Method(s) Terms of Use (if any) of this Agreement are published on the ConnectPay’s webpage <https://connectpay.com/> and the Merchant shall carefully read them before entering this Agreement.
 - 1.1.3. **“AML” (Anti Money Laundering)** means a set of laws, regulations, and procedures intended to prevent criminals from disguising illegally obtained funds as legitimate income.
 - 1.1.4. **“API Terms and Conditions”** means terms and conditions where main conditions regarding integration of the Payment Acceptance Service and the usage of APIs are provided. The API Terms and Conditions are published on the ConnectPay’s webpage <https://developers.connectpay.com/> and the Merchant shall carefully read them before entering this Agreement.
 - 1.1.5. **“Applicable Law”** means all applicable provisions of all laws, treaties, regulations, orders of governmental authorities and all orders and decrees of all courts and arbitrators that are applicable to the Parties.
 - 1.1.6. **“Bank Transfer” or “PIS” (payment initiation service)** means a Payment Method where pursuant to the Payer’s order the Transaction is executed by PIS provider from the Payer’s payment account opened within ASPSP.
 - 1.1.7. **“Business Day”** means a calendar day, except Saturdays, Sundays and official holidays and days off set by the legal acts of the Republic of Lithuania, when banks are normally open for business in Lithuania unless set by ConnectPay and notified to the Merchant differently.
 - 1.1.8. **“Card Payment”** means a Payment Method where pursuant to the Payer’s order the Transaction is executed by the ASPSP provider from the Payer’s payment card issued by such ASPSP.
 - 1.1.9. **“ConnectPay”** shall mean UAB “ConnectPay”, as indicated in the Special Terms of the Agreement, who provides Payment Acceptance Service to the Merchant.
 - 1.1.10. **“Data Protection Law”** means any applicable data protection or privacy laws or regulations including all laws and regulations implemented in the Republic of Lithuania and the European Union’s General Data Protection Regulation (EU) 2016/679.
 - 1.1.11. **“Deposit”** means a fixed amount prepaid by the Merchant in advance or portion of the proceeds reserved by ConnectPay for a fix period of time which

secures financial claims against the Merchant arising from disputable Transactions, Refunds and any other financial liabilities of the Merchant.

- 1.1.12. **“E-Shop”** means an electronic venue where the Merchant offers its goods and/ or services to the Payers and there the Payer can pay for the goods and/ or services using Payment Method(s).
- 1.1.13. **“Intellectual Property Rights”** mean any and all rights existing now or in the future under patent law, copyright law, data and database protection law, trade secret law, trademark law, competition law, whether or not registered or capable of registration, and whether subsisting in any specific country(-ies) or any other part of the world, and any and all other proprietary rights of any kind, including without limitation rights to domain names, as may be updated and expanded periodically.
- 1.1.14. **“KYC” (Know Your Customer)** means the process of a business verifying the identity of its clients and assessing their suitability, along with the potential risks of illegal intentions towards the business relationship.
- 1.1.15. **“Merchant” or “Customer”** means the customer of ConnectPay, as indicated in the Special Terms of this Agreement, who sells goods and/ or services online.
- 1.1.16. **“Party” or “Parties”** means (i) ConnectPay; (ii) the Merchant; (iii) ConnectPay and the Merchant as the context permits.
- 1.1.17. **“Payer”** means the user of one or more Payment Methods to pay to the Merchant for its goods and/ or services.,
- 1.1.18. **“Payment Acceptance Service”** means service provided by ConnectPay to the Merchant allowing the Merchant to process and accept Payer’s Transactions.
- 1.1.19. **“Payment Gateway”** means the system proprietary to ConnectPay that enables Merchants to use Payment Acceptance Service.
- 1.1.20. **“Payment Method(s)”** means the options for the Payers to pay for goods and/ or services offered by the Merchant to the Payers, as indicated in the Special Terms of this Agreement.
- 1.1.21. **“Payment Method Service Provider”** means licensed payment service provider which is an operator of the respective Payment Method. If the particular Payment Method is offered by ConnectPay, ConnectPay is a Payment Method Service Provider with respect to particular Payment Method.
- 1.1.22. **“Payment Method(s) Terms of Use”** means specific rules related to certain Payment Method(s) that forms integral part of this Agreement (*if any*).
- 1.1.23. **“Privacy Policy”** means privacy document where information regarding processing of personal data is provided. The Privacy Policy is published on the ConnectPay’s webpage <https://connectpay.com/> and the Merchant shall carefully read it before entering this Agreement.
- 1.1.24. **“Refund”** means a request of the Merchant to ConnectPay to return funds of an earlier Transaction to the Payer for the goods or services purchased from the Merchant. Refund amount cannot exceed the amount of the relevant earlier Transaction. Refunds can be made with respect to returned

goods, cancelled services or in case of price adjustment of the earlier purchase. Please note that the Merchants will be allowed to use this functionality once it will be described in the Technical Specifications.

- 1.1.25. **“Regulator”** means any authority which regulates the business or operations of ConnectPay, including the Bank of Lithuania, Financial Crimes Investigation Agency, State Data Protection Inspectorate and other.
- 1.1.26. **“Settlement Account”** means the payment account opened in the name of the Merchant where ConnectPay settles Settlement Funds owned to the Merchant. Details of the Settlement Account are provided in the Special Terms of this Agreement.
- 1.1.27. **“Settlement Funds”** means proceeds collected by ConnectPay on behalf of the Merchant and owed to the Merchant.
- 1.1.28. **“Technical Specifications”** mean the information that is necessary for the Merchant to implement technical integration between the Merchant’s systems with the Payment Gateway, to operate the Payment Gateway with the selected Payment Method(s) provided by ConnectPay to the Merchant and that is an integral part of this Agreement. The Technical Specifications are provided as the Annex to the API Terms and Conditions.
- 1.1.29. **“Terms and Conditions”** means the general Terms and Conditions on provision of services of ConnectPay that are an integral part of this Agreement. The Terms and Conditions are published on the ConnectPay’s webpage <https://connectpay.com/> and the Merchant shall carefully read them before entering this Agreement.
- 1.1.30. **“Transaction”** means collection of proceeds from the Payer’s payment account for the benefit of the Merchant through the Payment Gateway.
- 1.2. Other capitalized terms used in this Agreement have the meaning assigned to them by the Terms and Conditions or the meaning assigned to them in text of this Agreement.

2. GENERAL PROVISIONS

- 2.1. This Agreement is concluded between ConnectPay and the Merchant. The Merchant acknowledges that it has carefully read and hereby accepted the Agreement with all its integral parts herein, i.e.:
 - 2.1.1. General Terms;
 - 2.1.2. Special Terms;
 - 2.1.3. Payment Method(s) Terms of Use (*if any*);
 - 2.1.4. Terms and Conditions;
 - 2.1.5. Privacy Policy;
 - 2.1.6. API Terms and Conditions;
 - 2.1.7. Technical Specifications.

In case of discrepancies between this Agreement and documents listed in the clauses 2.1.1-2.1.7, this Agreement shall prevail.

- 2.2. ConnectPay hereby grants the Merchant a non-transferable and non-exclusive right to use Payment Gateway and Payment Acceptance Services. ConnectPay shall:
 - 2.2.1. provide the Merchant with the Technical Specifications;
 - 2.2.2. connect the Merchant to the selected Payment Method(s), as indicated in the Special Terms of this Agreement;
 - 2.2.3. process the Transactions and accept the funds for eventual settlement from the ASPSP;
 - 2.2.4. settle with the Merchant;
 - 2.2.5. provide the Merchant with the Transaction data.

3. TECHNICAL INTEGRATION

- 3.1. ConnectPay shall provide the Merchant with the Technical Specifications, including Payment Gateway interface documentation, required for it to access and interface with the selected Payment Method(s).
- 3.2. The Merchant shall comply with ConnectPay's reasonable directions with regards to the testing of the integration between the Merchant's systems and the Payment Gateway. The Merchant accepts that incorrect integration may affect the use of the Payment Acceptance Services.
- 3.3. ConnectPay is entitled to request the Merchant to change settings for technical integration. In such a case ConnectPay shall provide the Merchant with the updated instructions. To continue the use of the Payment Acceptance Services the Merchant will need to implement the requested changes. Any such changes on the Merchant's side shall be covered at Merchant's cost.
- 3.4. The Merchant undertakes to notify ConnectPay immediately regarding any malfunctions of the System/ ConnectPay Payment Gateway of which it becomes aware of during the use of the Payment Acceptance Services.

4. OBLIGATIONS OF THE MERCHANT

- 4.1. The Merchant undertakes to provide ConnectPay with all the information and documents necessary for the Merchant's KYC and risk assessment procedure, evaluation of its E-Shop (including but not limited to: URL address, information about goods and/ or services offered in the E-Shop, etc.), as well as with the evidences regarding the Merchant's compliance with the obligations under the Agreement and Applicable Law. The Merchant hereby acknowledges that ConnectPay commences providing Payment Acceptance Service only if the Merchant submits all and any information and documents reasonably requested by ConnectPay to perform KYC / AML procedures and assessment of the risks imposed by the Merchant and its E-Shop.
- 4.2. The Merchant shall ensure the accuracy and completeness of all information provided to ConnectPay, which the Merchant shall provide under the Agreement. The Merchant undertakes to immediately, but not later than 3 (three) Business Days after the changes have occurred, inform ConnectPay of any changes which may occur from time to time regarding any information or documents that the Merchant provided, including but not limited to the information provided in the course of the

Merchant's onboarding procedure, as well as information related to Merchant's business, financial standing, legal status, corporate structure and beneficiary ownership, E-Shop URL, goods and/ or services offered in the E-Shop, opening of the new E-Shops where Payment Method(s) will be integrated, etc.

- 4.3. During the ongoing business relationship between the Parties, upon request of ConnectPay the Merchant shall provide additional information and/ or documents related to the Merchant and/ or their its business activity, E-Shop, in order to properly mitigate AML and other risks imposed by the Merchant, as well as update the questionnaire and provide all supplementing, supporting documents, data and information, related to KYC and risk management processes in order to comply with Applicable Law
- 4.4. The Merchant shall ensure that its IT and management systems and processes are operated in such a manner that they interface with the Payment Gateway in accordance with the Technical Specifications and instructions for use provided by ConnectPay.
- 4.5. The Merchant obligates to ensure that its E-Shop provides relevant, complete, accurate and transparent information about the Merchant, its offered goods and/ or services, the main pre-contractual information and other relevant information pursuant to the Applicable Law, i.e. including but not limited to the following:
 - 4.5.1. Merchant's name, company or other registration number, registered office address;
 - 4.5.2. Merchant's contact details (e-mail; postal address, phone number, etc.);
 - 4.5.3. a detailed description of the goods and/ or services;
 - 4.5.4. terms of payment for the goods and/ or services (elaborating Payment Methods, currency, etc.);
 - 4.5.5. terms of delivery (delivery time, fees, etc.);
 - 4.5.6. terms of cancellation of the order of the goods and/ or services;
 - 4.5.7. terms of return of the goods;
 - 4.5.8. data protection policy;
 - 4.5.9. upon ConnectPay's request, ConnectPay's or Payment Method(s)' logo.
- 4.6. In addition to the Merchant's obligations set forth in the Terms and Conditions, the Merchant while using Payment Acceptance Service shall be prohibited to (**Prohibited Activities**):
 - 4.6.1. provide the Payers with a false, misleading or incorrect information;
 - 4.6.2. sell goods and/ or services for a price that does not correspond their actual value;
 - 4.6.3. request the Payers to provide information that is not necessary for the execution of the Transaction and/ or for the delivery of the goods or provision of the services;
 - 4.6.4. perform any actions that would discriminate Payment Method(s) comparing to other means of payment integrated in the E-Shop (for example, it is prohibited to increase the price of the goods and/ or services due to the fact that the Payer chooses to pay for them using Payment Method(s), to force

the Payer to use other means of payment due to the price of the goods and/or services, etc.). This clause does not limit the possibility to apply a discount pursuant to the Article 11 of the Law on Payments or Article 60 of the Second Payment Service Directive;

- 4.6.5. allow third parties to use Payment Acceptance Services in the name of the Merchant;
- 4.6.6. sell goods and/ or services that are prohibited by Applicable Law;
- 4.6.7. sell good and/ or services that were not disclosed to and coordinated with ConnectPay;
- 4.6.8. not to deliver goods and/ or provide services upon successful Transaction;
- 4.6.9. use Payment Acceptance Service in an e-shop which was not disclosed to and coordinated with ConnectPay.

5. SETTLEMENT

- 5.1. The Merchant shall submit the Transactions for the processing following Technical Specifications and other requirements set by ConnectPay.
- 5.2. ConnectPay shall settle with the Merchant only those Settlement Funds which comply with the following requirements:
 - 5.2.1. the acceptance of Transaction was made in compliance with the Agreement;
 - 5.2.2. the Payer's ASPSP has not withheld the Transaction and ConnectPay has received the corresponding Settlement Funds;
 - 5.2.3. Payment Acceptance Services or Settlement Funds have not been suspended pursuant to the provisions set forth in the Section 8 of this Agreement or the Terms and Conditions.
- 5.3. The Settlement Funds are settled to the Merchant's Settlement Account in a periodicity indicated in the Special Terms of this Agreement.
- 5.4. The Merchant shall carefully examine Transactions settled and promptly notify ConnectPay in writing if any discrepancies have been noticed. In any event, no later than 3 months following the settlement of the Settlement Funds, if no objection has been received, ConnectPay shall be deemed fully settled with the Merchant.
- 5.5. If Refund is requested, the Merchant accepts that ConnectPay will Refund all or part of the amount of the Transaction to the Payer upon receiving respective instructions from the Merchant sent via the Payment Gateway. A Refund is carried out in the same way as the Transaction has been executed. ConnectPay may apply fees for the Refund service, as detailed in the Special Terms of the Agreement. The Merchant accepts that ConnectPay or Payment Method Service Provider may apply limits on the number or volume of Refunds based on the risk assessment management. The Merchant may not be able to make Refunds if they exceed the established limits.

6. FEES

- 6.1. The following fees might be applied for the Payment Acceptance Services:

- 6.1.1. Monthly Fee that should be paid for each month the Payment Acceptance Service is used. The fee shall be paid for a full month regardless of the duration of the use of Payment Acceptance Service;
- 6.1.2. Fixed Fee that is calculated as a fixed amount for each Transaction;
- 6.1.3. Rolling Fee that is calculated as a portion from the value of each Transaction. The Rolling Fee cannot be lower than a minimum amount and cannot exceed the maximum amount as is set forth in the Special Terms;
- 6.1.4. Refund Fee that is calculated as a fixed amount for each refunded Transaction;
- 6.1.5. other fees that are indicated in the Special Terms of this Agreement.
- 6.2. The applicable type and amount of fee, as well as minimum and maximum amounts of fees are set forth in the Special Terms of this Agreement.
- 6.3. The Fees might be deducted in the following ways:
 - 6.3.1. Fees are deducted from the Settlement Funds before settlement with the Merchant. The actual amount settled by ConnectPay with the Merchant shall be calculated as:
$$(Total\ Transactions\ amounts) - (Fees) = (Settlement\ Funds).$$
 - 6.3.2. Fees are deducted from the Merchant's ConnectPay account in a periodicity indicated in the Special Terms of this Agreement.
- 6.4. The applicable deduction method and periodicity (*if any*) are set forth in the Special Terms of this Agreement.
- 6.5. Without prejudice to what is provided above, the Monthly Fee is deducted once in a month from the Settlement Funds and/ or Merchant's ConnectPay Account.
- 6.6. ConnectPay reserves the right to apply default interest of 0.1% for each breach day.
- 6.7. All bank transfer fees and charges related to payments of the fees shall be borne by the Merchant (this clause does not apply when ConnectPay settles to the Merchant's ConnectPay Account, in such a case just a regular fees are applicable for such account and transactions therein apply).
- 6.8. If any of the fees applicable to the Merchant under this Agreement have not been paid, the Merchant gives a consent to deduct respective amounts of fees due at any time without notice from the balance of the Merchant's ConnectPay Account.
- 6.9. Other rules with regards to fees and charges are set forth in the Terms and Conditions.

7. DEPOSIT

- 7.1. ConnectPay shall be entitled at its sole reasonable discretion to set a Deposit that shall be set as:
 - 7.1.1. a fixed amount (Fixed Deposit); or
 - 7.1.2. shall be calculated on the Transactions basis (Rolling Deposit).
- 7.2. Fixed Deposit:

- 7.2.1. Fixed Deposit shall be transferred by the Merchant to ConnectPay within 3 (three) Business Days from the signature of this Agreement and kept for the entire period of the validity of the Agreement and a period of time afterwards provided for in the Special Part of the Agreement;
 - 7.2.2. In case ConnectPay has used Fixed Deposit to settle Merchant's obligations against ConnectPay, the Merchant obligates to pay in additional amount of sum that agreed level of the Fixed Deposit would be reached;
 - 7.2.3. ConnectPay has unilateral right to set or adjust a Fixed Deposit at any time. In case the Merchant does not transfer Fixed Deposit amount during the period of time indicated by ConnectPay, ConnectPay has an unilateral right to form a Fixed Deposit from the Settlement Funds or Merchant's ConnectPay Account balance and hold it for a certain period of time as notified to the Merchant at least 3 (three) Business Days prior.
- 7.3. Rolling Deposit:
- 7.3.1. the amount of Rolling Deposit will be calculated on the Transactions basis, meaning, that a portion of the final amount of every Transaction will be reserved by ConnectPay for a period of time set forth in the Special Terms;
 - 7.3.2. ConnectPay may in its sole discretion upon giving prior written notice to the Merchant set the Rolling Deposit or adjust it at any time.
- 7.4. After expiry of the period of the Deposit, the remaining amount of the Deposit not used by ConnectPay will be released and settled with the Merchant.
- 7.5. The type, amount and period of the Deposit are detailed in the Special Terms of the Agreement.
- 7.6. The Merchant accepts that the Merchant will not be able to use or access funds of the Deposit.
- 7.7. The Merchant acknowledges and allows ConnectPay to deduct amounts payable to ConnectPay (including Refunds, fees and other due payments) under the Agreement from the Deposit.
- 7.8. The type and amount of the Deposit depends on the Merchant's business risk level and ConnectPay may take into account the following factors when determining the amount of the Deposit applicable to the Merchant:
- 7.8.1. the financial standing of the Merchant;
 - 7.8.2. the chargeback ratio accrued by the Merchant on an ongoing basis;
 - 7.8.3. the nature of Merchant' business;
 - 7.8.4. the risk the Merchant impose to ConnectPay;
 - 7.8.5. the changes in Merchant's business: i.e. the Merchant ceases or threatens to cease its business or its substantial part, the Merchant becomes insolvent, the Merchant alters the nature of its business, etc.;
 - 7.8.6. the Merchant receives an inordinate or unusual number of enquiries from ASPSP or police or regulatory authorities relating to the business activities of the Merchant in connection with actual or suspected fraud financial crime or other misconduct.

- 7.9. The Merchant shall not pledge, assign, use as collateral or otherwise encumber the Deposit or any sums withheld by ConnectPay under this Agreement.

8. SUSPENSION OF THE PAYMENT ACCEPTANCE SERVICES

- 8.1. In addition to ConnectPay's rights set forth in the Terms and Conditions, ConnectPay shall be entitled to block Merchant's access to the Payment Method(s), suspend Payment Acceptance Services to the Merchant, block Settlement Funds, use other measures as set forth in the Terms and Conditions in the event:
 - 8.1.1. the Merchant engages or ConnectPay has grounds to suspect that the Merchant may be engaged in Prohibited Activities set out in clause 4.6 this Agreement or the Terms and Conditions;
 - 8.1.2. the Merchant breaches or ConnectPay has grounds to suspect that the Merchant may be in breach of the provisions of this Agreement or any other conditions applicable to the Payment Acceptance Services;
 - 8.1.3. ConnectPay reasonably suspects unauthorised or fraudulent use of the Payment Method(s);
 - 8.1.4. the Merchant does not carry out its obligations towards the Payers, for example, does not deliver goods or provide service the Payer paid for;
 - 8.1.5. ConnectPay is required so by law, including under the requirement of the Regulator.
- 8.2. The Merchant shall bear and reimburse with any losses of ConnectPay incurred due to the breach the prohibition above s.
- 8.3. The Merchant accepts that if ConnectPay or Payment Method Service Provider believe that the Transaction is fraudulent or illegal, the respective Transaction will be declined or cancelled.
- 8.4. ConnectPay shall be entitled, upon giving prior written notice to the Merchant, to discontinue or suspend Payment Acceptance Services until the Merchant fully settles its Fees obligations with ConnectPay.
- 8.5. The Merchant obligates to inform ConnectPay about any actual or suspected Payer's fraud while using any of the Payment Method(s).

9. LIABILITY

- 9.1. When accepting funds from the ASPSP, ConnectPay is not acting as a principal but is accepting funds on behalf of the Merchant. Accordingly, the Merchant is fully liable towards the Payers for the goods and services it sells, receipt of all necessary consents and the provision of full information to them as required per Applicable Law.
- 9.2. The Merchant shall ensure that the Payment Acceptance Services shall not be used for the purposes of money laundering, terrorist financing, fraud, or any other financial crime, as well as for the Prohibited Activities as set in the clause 4.6 of this Agreement or in the Terms and Conditions; and that the funds of the Transactions shall not constitute the proceeds of any criminal activity.

- 9.3. The Merchant shall be liable for the direct losses (i.e. all fines, damages, expenses and/or all related costs (including reasonably incurred legal costs) which arise from or are incurred by reason of Merchant's:
 - 9.3.1. breach of data security obligations and/ or Data Protection Laws;
 - 9.3.2. breach of any Applicable Law requirements under anti-money laundering, terrorist financing, fraud or any other financial crime laws and regulations;
 - 9.3.3. breach of any material obligation set forth in this Agreement;
 - 9.3.4. the wilful misconduct or deliberate conduct of any employee of the Merchant in connection with the obligations applicable upon either Party under this Agreement;
 - 9.3.5. any fraudulent Transaction and/ or other Transaction when the payment is executed for the goods and/ or services that are prohibited by Applicable Law.
- 9.4. At its sole discretion, ConnectPay may deduct any fines, damages, expenses and costs for which the Merchant is liable from Settlement Funds, ConnectPay Account balance, and/ or Deposit. Exercise of this right of set-off will not prevent ConnectPay from using any other rights or remedies available to it under this Agreement.
- 9.5. The liability of ConnectPay hereunder shall be limited in accordance with the following provisions:
 - 9.5.1. ConnectPay shall be held liable only for direct losses incurred as a result of a direct or material breach of the Agreement;
 - 9.5.2. ConnectPay shall be not be liable for consequential or indirect loss, such as loss of profits, opportunity or reputation;
 - 9.5.3. the amount of compensation for the losses caused by ConnectPay for the breach of the Agreement cannot exceed the total amount of fees paid by the Merchant to ConnectPay for the last 12 (twelve) months for the provided Payment Acceptance Services (as set forth in the Section 6 in this Agreement). The aforementioned restriction shall be applicable for all breaches committed during the month. If the average of 12 (twelve) months cannot be calculated, the compensation shall be calculated taking into account the factual duration of the usage of the Payment Acceptance Service;
 - 9.5.4. the limitations of liability of ConnectPay shall not be applicable if such limitations are prohibited by the applicable law.
- 9.6. Other provisions with regards to liability of the Parties are set forth in the Terms and Conditions.

10. TERM. TERMINATION

- 10.1. This Agreement comes into effect upon signature of the Special Terms of this Agreement by the both Parties.
- 10.2. Upon the commencement of this Agreement, this Agreement shall be in effect for an indefinite term, unless terminated sooner as provided below in this Agreement.
- 10.3. The Parties shall be entitled to unilaterally terminate this Agreement, without specifying the reason by giving a 30 (thirty) calendar days' written notice to the other Party.

- 10.4. ConnectPay shall also be entitled to terminate this Agreement and discontinue provision of Payment Acceptance Services and/ or particular Payment Method(s) to the Merchant with the immediate effect in the following cases:
 - 10.4.1. the Merchant's or its business risk changes and can no longer be assessed as acceptable to ConnectPay, or the Merchant fails to provide ConnectPay with information or documents requested in the course of their relationship;
 - 10.4.2. the Merchant breaches or ConnectPay has grounds to suspect that the Merchant may be in breach of any Applicable Law to the Merchant's use of the Payment Acceptance Services;
 - 10.4.3. ConnectPay reasonably suspects that the Merchant is involved with or is connected to fraudulent or criminal activity;
 - 10.4.4. if the Merchant's activity is likely to harm operation of the Payment Gateway, ConnectPay's or third parties' justified interests or business reputation;
 - 10.4.5. in case of change of control over the Merchant;
 - 10.4.6. ConnectPay is required to do so by the Applicable Law or Regulator;
 - 10.4.7. ConnectPay ceases to be authorised to provide Payment Acceptance Services;
 - 10.4.8. ConnectPay is not able to provide the Payment Acceptance Services and/ or particular Payment Method because third party provider involved into provision of the Payment Acceptance Services ceased and / or is not able to provide required services ConnectPay;
 - 10.4.9. The Merchant does not use Payment Acceptance Service for 3 (three) months in a row;
 - 10.4.10. in other cases, as set forth in the Agreement.
- 10.5. ConnectPay will notify the Merchant once ConnectPay decides or will be required to terminate the Agreement. Unless otherwise required by the Applicable Laws, ConnectPay will provide the Merchant with the reasons for the termination of the Agreement.
- 10.6. In case the Agreement is terminated due to reasons set forth in Clause 10.4 hereof, ConnectPay shall not be responsible for any losses suffered by the Merchant.
- 10.7. Upon termination of this Agreement, the Merchant shall:
 - 10.7.1. uninstall Payment Gateway's technical interface;
 - 10.7.2. delete any related documentation from its systems; and
 - 10.7.3. remove any links to the respective Payment Method(s) or their logos, trademarks or other marks of the respective Payment Method(s), unless the Merchant has access to the same Payment Method via a third party.
 - 10.7.4. other actions as instructed by ConnectPay.
- 10.8. ConnectPay shall be entitled to unilaterally amend and/or supplement the Agreement by providing the Merchant with 30 days' notice, ConnectPay has right to amend and/ or supplement:
 - 10.8.1. General Terms of this Agreement;
 - 10.8.2. Special Terms of this Agreement;

- 10.8.3. Payment Method(s) Terms of Use;
- 10.9. These changes will be deemed to have been accepted by the Merchant where the Merchant, before the proposed date of the entry into force of the changes, does not notify ConnectPay to the contrary.
- 10.10. ConnectPay shall be also entitled to unilaterally amend and/or supplement as per rules and procedures set forth therein.
 - 10.10.1. Terms and Conditions;
 - 10.10.2. Privacy Policy;
 - 10.10.3. API Terms and Conditions;
 - 10.10.4. Technical Specifications.
- 10.11. Other provisions with regards to termination of the Agreement are set forth in the Terms and Conditions.

11. INTELLECTUAL PROPERTY. TRADEMARKS

- 11.1. The Merchant acknowledges and agrees that any and all titles, interests and Intellectual Property Rights that exists now, and all such titles, interests and rights subsequently acquired by ConnectPay to the Payment Gateway in its entirety, including without limitation to all information, content and material contained therein, are owned or licenced by ConnectPay and are protected by intellectual property laws and / or international treaty provisions.
- 11.2. Nothing in this Agreement grants the Merchant any legal rights to the Payment Gateway in its entirety other than as necessary to enable the Merchant to obtain the Payment Acceptance Services.
- 11.3. The Merchant acknowledges that, under no circumstances, the Merchant will acquire any title or interest to any part of the Payment Gateway or their contents. The Merchant may not reproduce, store, share, distribute or use any of the information, content and material contained in the Payment Gateway, either in whole or in part, without ConnectPay's or the respective owner's prior written consent.
- 11.4. "ConnectPay" name and logos are trademarks of ConnectPay and / or its affiliates. Other marks, graphics, icons, names and logos used or displayed on or through the Payment Gateway and the described or offered products or services are trademarks, trade dress and / or service marks of ConnectPay, its affiliates or otherwise are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by ConnectPay.
- 11.5. The Merchant must not copy or use any of the abovementioned trademarks, trade dress and / or service marks, in whole or in part, without ConnectPay's and the respective owner's prior written consent.
- 11.6. ConnectPay hereby grants the Merchant the non-exclusive and temporary right to use the word mark and the work/picture mark of "ConnectPay" and the integrated Payment Method(s) as is needed to enable it to avail itself of its legal rights under the Agreement (represent to the Payers possible Payment Methods). The Merchant may use these trademarks in unmodified form and only in accordance with this Agreement in order to put in circulation, introduce and offer the respective Payment Method(s).

12. FINAL PROVISIONS

- 12.1. If any provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction and can be deleted without altering the essence of this Agreement, then it shall be deemed to have been deleted without affecting the remaining provisions, which shall remain in full force and effect. If such provisions cannot be so deleted, then the Parties shall negotiate in good faith to amend such provisions so as to make it legal, valid and enforceable and, to the extent possible, achieves the Parties' original commercial intention.
- 12.2. Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other Party in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).