

GENERAL TERMS AND CONDITIONS

1. COMPANY INFORMATION

FLAYPAY ApS ("Flatpay") is registered in Denmark with CVR-no. 42718033.

2. SCOPE AND ACCEPTANCE

These general terms and conditions ("Conditions") apply to all agreements entered into between Flatpay and Flatpay's customers ("Customer") ("Agreement"). The Conditions are applicable from the Customer's acceptance of an offer, and the Customer declares, by accepting the offer, to have read and understood these Conditions. These Conditions apply to the Agreement to the exclusions of any and all other terms and conditions the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3. SERVICES, PARTNERS AND SHARING OF DATA

Flatpay offers solutions related to the acceptance of payments, including with cards, both in physical and online (stores/shops) depending on the choice by the Customer (the "Solution"). In addition, the Solution can comprise gateway and software license, as well as support and servicing (all Solutions and other services, including the free of charge provision of the Equipment, provided by Flatpay pursuant to the Agreement are collectively defined as the "Services"). The Customer acknowledges that Flatpay is engaging one or more sub-contractors or partners ("Partners") for the supply of certain Solutions offered by Flatpay (although any acquiring services will always be provided by the acquiring payment service Provider directly, not Flatpay). The Customer accepts and acknowledges that Flatpay, as part of the Solution, shares certain data, such as personal data, with the Partners, e.g. to be used by the Partner for its "Know-Your-Customer" processes and procedures. See also the data privacy policy of Flatpay on [<https://www.flatpay.com/en-gb/legal/privacy-policy>].

4. EQUIPMENT

4.1 Lending and Ownership

All equipment, including but not limited to the terminal(s), Point of Sales equipment ("POS"), and any other accessories provided by Flatpay to the Customer ("Equipment") are either owned by Flatpay or by a third-party financing company. The Equipment is provided to the Customer for the duration of the Agreement free of charge for the sole purposes of facilitating the Customer being able to receive the services and to fulfil its obligations pursuant to the Agreement. The Customer warrants and undertakes that it shall not at any time transfer, gift or sub-licence the Equipment to any third-party and nor shall it permit the Equipment to be used, in any manner, by a third-party. The Customer shall not, nor shall it allow any other party to, create, exercise or purport to exercise any lien, charge, mortgage or encumbrance over the Equipment at any time.

The Equipment provided by Flatpay in connection with the Agreement may be owned by Flatpay's third-party financing company, Nordania Leasing, a division of Danske Bank A/S (or another applicable third-party financing company) that leases the Equipment to Flatpay

("TPFC"). In such cases, the Equipment will remain the property of the relevant TPFC throughout the entire period of the Agreement unless otherwise agreed upon in writing. In the event that the leasing agreement between Flatpay and the TPFC is terminated, the TPFC is entitled to demand that the loan agreement for the provided Equipment be terminated, upon such circumstances arising, Flatpay shall be entitled to terminate the Agreement without compensation of any kind to the Customer.

In cases where the Equipment is owned by a TPFC, Flatpay will, at the TPFC's request, ensure that information about the location and the company using the Equipment is forwarded to the TPFC. It is thus accepted and approved by the Customer that this information is passed on to the TPFC.

Except where a legal right to do so arises from mandatory legislation, the Customer is not permitted to make changes, modifications, or similar alterations to any Equipment. This applies to all Equipment, including but not limited to machines, physical accessories, and software.

The Customer shall at all times during the term of the Agreement use all reasonable endeavours to (i) prevent any unauthorised access to, or use of, the Equipment and, in the event of any such unauthorised access or use, promptly notify Flatpay, and (ii) do not cause, or permit to be caused, and damage or harm to the Equipment (other than reasonable wear and tear). The Customer shall defend, indemnify and hold harmless Flatpay against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's failure to meet its obligations pursuant to (i) and (ii).

4.2 Possible Relocation of Equipment

The Customer is entitled to move the Equipment or parts thereof to other premises for the use by the Customer in the operation of its business with the prior written consent of Flatpay and must be carried out in accordance with clause 4.3 (Shipment of Equipment).

4.3 Shipment of equipment

For security reasons, it is required that all transportation/shipping of Flatpay's Equipment be carried out through a courier service designated by Flatpay. The Customer is obligated to familiarize themselves with approved courier services prior to any transportation, shipping or relocation of Equipment. The current approved courier service is GLS/Royal Mail.

4.4 Return of Equipment

Upon termination or expiry of the Agreement howsoever arising, all Equipment must be returned to Flatpay promptly (and in any event within 10 days), at the Customer's cost, in accordance with clause 4.3 (Shipment of Equipment). The Equipment must be sent to the address provided by Flatpay. If the Equipment is not returned, the Customer will be entitled to recover its costs by invoicing the Customer for the Equipment according to the current price list, which can be found on Flatpay's website at [<https://www.flatpay.com/en-gb/pricelist>].

4.5 Defective Equipment

Flatpay strives to provide troubleshooting for defective Equipment via remote support in accordance with clause 8 (Support & Service). If Flatpay determines that the Equipment cannot be repaired without Flatpay's inspection of the defective Equipment, the Customer must send the Equipment to Flatpay in accordance with clause 4.3 (Shipment of Equipment). Flatpay endeavors to provide replacement Equipment to the Customer on the next business day after it has been determined that the defect cannot be corrected. This is contingent upon the error report being made before 10:00 AM the previous day.

If the Equipment needs to be repaired or replaced and this is not due to an error by Flatpay, the Customer will be invoiced for this in accordance with the current price list, which can be found on Flatpay's website at [<https://www.flatpay.com/en-gb/pricelist>].

5. DATA AND COMMUNICATION CONNECTION

5.1 a Data and Communication Connection

Flatpay is not responsible for the delivery, setup, initiation, and maintenance of Wi-Fi for the use of Equipment provided by Flatpay. Flatpay is not responsible for any potential lack of Wi-Fi coverage and the consequences this may entail. For Wi-Fi and mobile-based Equipment, Flatpay can be contacted for detailed requirements for the standard setup of the connection. It is the Customer's responsibility to ensure the availability of Wi-Fi and/or mobile coverage, as this is a prerequisite for the use of the Equipment. Mobile coverage may vary depending on where the Equipment is used and which telecom provider is used.

5.2 Subscription for Data and Communication Connection

Flatpay also provides one or more mobile data subscription(s). Payment for this mobile data subscription is included in the Customer's payment for that Service. It is a condition of the Agreement that the mobile data subscription may only be used for data traffic related to payment or POS transactions conducted on Equipment provided by Flatpay.

6. OTHER SERVICES

6.1 Payment Card Processing (acquirer service)

Flatpay does not itself process payment card transactions, either in physical trade or online. For this, Flatpay has entered into partnership agreements with one or more card processors ("Acquirers"), see also clause 3 (Partners). In addition to entering into the Agreement, the Customer will enter, via power of attorney (such power of attorney is hereby expressly given to Flatpay by the Customer), into a separate agreement with the Acquirer specifically designated by Flatpay from time to time. The Customer must be approved by the Acquirer in accordance with the Acquirer's rules and processes ("Know-Your-Customer" process), and the Customer must meet the requirements at all times as required by the Acquirer and by law. The Customer is aware that certain personal data will therefore be transferred from Flatpay to the Acquirer as part of the Acquirer's onboarding and "Know-Your-Customer" process for the Customer. See also Flatpay's privacy policy at [<https://www.flatpay.com/en-gb/legal/privacy-policy>].

The Customer is aware that the Customer cannot change the Acquirer or Partner, or otherwise opt out of Flatpay as a third-party in relation to the Services and Equipment provided by Flatpay. Flatpay is entitled at any time to change the Acquirer on behalf of the Customer.

6.1.1 Charging of Transaction Fees and Payouts

At the time of entering into the Agreement with Flatpay, the Customer's transaction fee per transaction is determined as a percentage of the transaction amount. It is the Acquirer that charges the transaction fee to the Customer in accordance with the separate agreement between the Acquirer and the Customer. The transaction fee is applied by the Acquirer to each transaction and is paid by the Customer to the Acquirer independently of Flatpay. Settlement with the Acquirer occurs simultaneously with the transaction and the payment being processed by the Acquirer, and the Customer is not invoiced separately.

It is also the Acquirer that makes payouts to the Customer. The Customer is aware and acknowledges that this is not handled by Flatpay, and thus the Customer is aware that no payouts go through Flatpay.

6.2 Gateway and Software License

The Customer is aware that payment gateways are provided by a Partner, and the Customer solely acquires a limited right of use of the payment gateway. Flatpay provides, either directly or through a Partner, the necessary software, and the Customer solely acquires a limited right of use of the necessary software. The Customer is obligated to receive, install, and use the latest version of the software/program provided by Flatpay or the relevant Partner. Licenses for the use of payment gateway (whether in physical trade or online) and terminal/POS software are mandatory Services, and the Customer cannot opt out of the delivery of these Services through Flatpay.

7. SURCHARGE

Surcharge is a fee that the Customer can charge its customers for payments with certain cards issued outside the EEA and corporate cards. The size of the surcharge depends on the agreement with the Acquirer. Surcharge means that a payment is subject to the percentage rate agreed with the Acquirer, and the Customer is also charged a fee by the Acquirer.

Flatpay facilitates surcharges being levied on payments with cards issued outside the EEA and corporate cards by sending a BIN list to the terminal for cards that can be surcharged. It is the Customer's responsibility to ensure that the Customer complies with the rules for surcharge (including in relation to signage, collection, and the size of the fee). The Customer is informed that no more than their own transaction costs may be charged. Further, the Customer is informed that in case the Customer disables surcharge, the basic transaction fee may increase.

The list of cards that can be surcharged is continuously updated with new BIN numbers for such cards, and Flatpay strives to keep the list updated at all times, but this depends on the BIN list received from Partners. Therefore, it may happen that a transaction is surcharged for the Customer as a customer with the Acquirer, even though the Customer does not have the opportunity to surcharge its customers.

Surcharge can be activated and deactivated by Flatpay by contacting support, see contact information at [<https://www.flatpay.com/en-gb/support>]. It may take up to 3 business day for it to take effect. If the surcharge feature is not enabled, the default rate is Flatpay's listing price, unless otherwise agreed in the contract

8. SUPPORT & SERVICE

Servicing is performed by Flatpay or by a Provider appointed by Flatpay. The Customer may not perform or have others perform service, maintenance, troubleshooting, etc., on Equipment, payment gateway, or software provided by Flatpay. Upon request, the Customer must ensure Flatpay unhindered access to perform troubleshooting on the Equipment, payment gateway, or software. If the Customer fails to release the affected Equipment, Flatpay's obligations will be suspended until the release has taken place. If troubleshooting requires a complete or partial interruption of the affected Equipment, the Customer will be informed accordingly.

The Customer must assist free of charge in any troubleshooting by providing qualified personnel and necessary machine time, data, etc., as necessary, including machine time on Equipment that is not faulty but is related to the Equipment, payment gateway, or software that requires service.

The Customer agrees to stay informed about support, including contact details, on Flatpay's website [<https://www.flatpay.com/en-gb/support>].

In the event of downtime or other operational issues regarding the Services and Equipment provided to the Customer by Flatpay, and if these Services and/or Equipment are provided by Partners, Flatpay will reasonably assist in having its Partners resolve the issues as soon as reasonably possible.

8.1 Support & service does not include (please note the following is a non-exhaustive list):

- Support and servicing on services, equipment, software, etc., that are not provided by or through Flatpay or errors caused to the Equipment by such equipment or software.
- Rectification of consequential damages, including updating or reconstruction of programs or directories that may be damaged, lost, or altered.
- Replacement of consumables.
- Reporting faults to other suppliers who are not Partners of Flatpay.
- Troubleshooting resulting from servicing or intervention in the Equipment, payment gateway, and/or software covered by the Agreement by anyone other than Flatpay or one of Flatpay's approved subcontractors.
- Troubleshooting resulting from errors and negligence on the part of the Customer, such as operator error, abnormal use, or disregard of operational environment requirements.
- Troubleshooting of Equipment resulting from accidental events, such as loss of Equipment, liquid spills on or in the Equipment, tampering with the Equipment, vandalism, water damage, fire.
- Short circuiting/lightning strikes, and irregularities in power supply.

- Faults on cables, telephone lines, power supplies, and similar at the Customer's address.
- External modems, power supplies, and rechargeable batteries on mobile payment terminals.
- Troubleshooting on webshop platforms not provided by Flatpay.

If the Customer desires, Flatpay can assess whether Flatpay or one of Flatpay's servicing Providers can address the above-mentioned issues. When Flatpay performs the tasks mentioned above at the Customer's request, this is done on a billable basis to the Customer.

9. COMPLAINTS

Complaints regarding defects and deficiencies must be made in writing and no later than 8 days after the Customer has discovered or should have discovered the defect/deficiency. Otherwise, the Customer is barred from asserting the defect or deficiency and Flatpay shall have no liability to the Customer whatsoever in respect of such defect/deficiency.

10. PRICES AND FEES

10.1 Customer's Prices & Fees

The agreed transaction price covers the provision of the agreed Solutions by Flatpay pursuant to the Agreement and the services provided by the Acquirer (processing of payment card transactions). Notwithstanding the foregoing, the Customer acknowledges that certain integrations/plugins (as of February 2024: Shopify) charge a separate fee for the use of their plugin. These fees can be found at (<https://www.flatpay.com/en-gb/pricing>). Costs associated with both the payment gateway and software are included in the current transaction price at any given time.

All Flatpay's prices are stated in British pounds (GBP) and are exclusive of VAT. As for prices and fees not included in the offer accepted by the Customer, Flatpay's current price list applies. The price list can be found on Flatpay's website under [<https://www.flatpay.com/en-gb/pricelist>]. In addition to the transaction price according to clause 6.1.1 (Charging of Transaction Fees), the Customer separately pays for various additional services provided by Flatpay (for example, receipt rolls, cash register setup), according to the current price list, if these are selected. These Services are invoiced directly from Flatpay to the Customer.

10.2 Price adjustments

The prices for the Services (for the avoidance of doubt the Equipment is provided free of charge) may be adjusted with a notice period of 30 days, and if so, will be notified in accordance with clause 19 (Changes).

10.2.1 Lack of Usage/Turnover Limits

The Customer will be invoiced, as a liquidated damage and without prejudice to any other rights or remedies of Flatpay, GBP 39 excluding VAT per each individual payment solution provided by Flatpay to the Customer (including but not limited to each individual on-premise and each

individual online payment solution), for each month where the total turnover transacted through each of the aforementioned solutions is less than GBP 1,100 including VAT.

11. PAYMENT TERMS

11.1 Payment terms and fees

All invoices issued by Flatpay will be paid by the Customer within 8 days of the date of invoice. In case of late payment, Flatpay reserves the right to charge fees and statutory interest.

Without prejudice to any other right or remedy of Flatpay, in the event of non-payment, Flatpay is entitled to disable the functionality of the Equipment or terminate the Customer's agreement with an Acquirer. Reopening can only occur upon payment of the outstanding amount and an administration fee of GBP 100.

12. DURATION AND TERMINATION

12.1 Duration

Not used.

12.2 Non-termination period

The Agreement shall remain in full force and effect for a period of 36 months from the acceptance of the offer ("Initial Period"), unless terminated earlier in accordance with the terms of the Agreement. For the avoidance of doubt, the Customer is bound by the Agreement, and is unable to terminate, during the Initial period. The Agreement can only be terminated with the notice period described in clause 12.3 (Notice of Termination) after the non-termination period has expired.

12.3 Notice of termination

The parties may terminate the Agreement for convenience with one month's written notice (such notice to expire at the end of the next calendar month following service of the notice), subject to clause 12.2. Upon the expiry of the notice period, Flatpay is entitled to block the Customer's use of Flatpay's Equipment and/or Services without further notice.

If the Acquirer or a Partner terminates the contract it has entered into with either Flatpay or the Customer, Flatpay may terminate the Agreement with immediate effect.

12.4 Return of Equipment upon Termination

Not used.

13. BREACH OF CONTACT

13.1 Customer's breach

Without affecting any other right or remedy available to it, Flatpay may terminate the Agreement with immediate effect by notifying the Customer:

- (a) if the Customer commits a "material breach" of any term of this Agreement that:

- (i) is not capable of remedy, or
 - (ii) if capable of remedy, is not remedied within a period of three days after being notified to do so;
- (b) if the Customer repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement;
- (c) if the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
- (d) if the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
- (e) if the Customer applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Customer;
- (h) the holder of a qualifying floating charge over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over all or any of the assets of the Customer or a receiver is appointed over all or any of the assets of the Customer;
- (j) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and that attachment or process is not discharged within 14 days;
- (k) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (c) to (j) (inclusive);
- (l) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (m) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy.

For the purposes of this clause, "material breach" includes but is not limited to (for the avoidance of doubt, the following shall be treated as material breach incapable of remedy):

- The Customer fails to pay the agreed amounts.
- The Customer misuses or neglects Flatpay's Equipment.
- The Customer does not comply with applicable PCI requirements or other requirements regarding the protection of card data.
- The Customer opens the Equipment, infiltrates the payment system, or otherwise gains unauthorized access to data and/or software in violation of the Agreement, and/or relevant legislation.
- The Customer uses the payment gateway on an unapproved website, if the website is no longer owned by the Customer, or if the webshop undergoes significant changes (including but not limited to name/URL address, change of shop platform, change in product types/categories, etc.) or if the webshop is not available to customers.
- The Customer uses another payment gateway, other than those sanctioned by Flatpay, with the Equipment.
- The Customer does not process all card transactions it processes as part of its day to day business activities through the Equipment (requirement for 100% card processing).
- The Customer does not comply with turnover limits and other use metrics imposed by Flatpay.
- Maintenance or other servicing is carried out on the Equipment by any party other than Flatpay or a servicing Provider designated by Flatpay.

13.1.1 Flatpay's rights in the event of Customer's breach

Without prejudice to any of Flatpay's other rights or remedies, Flatpay reserves the right to terminate or suspend the right to use the payment gateway and/or licenses upon the Customer's breach. In this context, Flatpay reserves the right to charge the Customer, as a liquidated damage and without prejudice to any other rights or remedies of Flatpay, (i) a lump sum equivalent to GBP 39 excluding VAT per each individual payment solution provided by Flatpay to the Customer (including but not limited to each individual on-premise and each individual online payment solution), each month for the remaining number of months until the end of the non-termination period (see clause 12.2), or (ii) an ongoing monthly invoice of GBP 39 excluding VAT per each individual payment solution provided by Flatpay to the Customer (including but not limited to each individual on-premise and each individual online payment solution), each month for the remaining number of months until the end of the non-termination period (see clause 12.2).

In the event of non-payment, Flatpay is also entitled to disconnect the Equipment for which payment has not been made. This can be done without notice.

13.2 Flatpay's breach

The Customer may terminate the Agreement upon Flatpay committing a material breach of the Agreement and, where such breach is capable of remedy, Flatpay has failed to remedy within 20 business days of being requested to do so in writing by the Customer.

13.2.1 Flatpay's liability

The following applies to every kind of liability arising under or in connection with the Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise. Nothing in the Agreement limits or excludes:

- (a) liability for death or personal injury caused by negligence to the extent preserved by section 2(1) of the Unfair Contract Terms Act 1977;
- (b) liability for fraud or fraudulent misrepresentation; and
- (c) any liability that cannot legally be limited.

Subject to the foregoing provisions of this clause 13.2.1, Flatpay shall not in any circumstances be liable for any wasted expenditure, loss of profits (including loss of anticipated savings), loss of business or business opportunity, loss of use or corruption of software, data or information, loss of or damage to goodwill, special, indirect or consequential loss, costs, damages, charges or expenses.

The Customer acknowledges and agrees that all Services and products provided by Flatpay are provided 'as-is' and all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement. Accordingly, Flatpay cannot be held liable for the Customer's losses resulting from the non-functionality of Equipment, payment gateways, software, etc., preventing the Customer from charging their customers. Consequently, Flatpay is not liable for any potential losses incurred by the Customer due to Equipment, payment gateways, services, or software being out of operation or defective. The same applies to the Customer's configuration errors, connection errors, lack of coverage on data and communication connections, and errors by Partners or subcontractors. Flatpay is not responsible for any potential lack of mobile and/or Wi-Fi coverage and the consequences thereof. No compensation is provided for the time during which Equipment, etc., cannot be used due to arising errors. For the avoidance of doubt, Flatpay shall not be responsible for any losses, fees, charges or any other liabilities suffered or incurred by the Customer arising out of or in connection with the acts and omission of any third-party, including but not limited to third-party Acquirers and Partners.

Flatpay cannot be held liable for any loss resulting from the Customer's email address being inactive, inoperative, etc., or the Customer not providing Flatpay with a correct email address, cf. also clause 15.2 (Customer's Contact Information).

Flatpay does not warrant that:

- (a) the Customer's use of the Services will be uninterrupted or error-free; or
- (b) that the Services will meet the Customer's requirements; or
- (c) the Services will be free from vulnerabilities or viruses.

13.2.2 Limitation of liability

Flatpay's total aggregate liability for breach of the Agreement is limited to the amount invoiced by Flatpay for Services during the three calendar months immediately preceding the relevant cause of action. Flatpay assumes no responsibility for the legality of the Customer's use of Flatpay's Services and Equipment. It is solely the Customer's responsibility to comply with applicable laws and regulations, including requirements that Partners may impose on their own customers and third parties.

13.2.3 Force majeure

Neither party shall be in breach of the Agreement or otherwise liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control (including but not limited to including hacking, viruses, strikes and lockouts, pandemics), provided always that the affected party uses its reasonable endeavours to mitigate the effects of the force majeure event.

14. ASSIGNMENT OF THE RELATIONSHIP

Flatpay reserves the right to transfer, assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations to a third-party at any time, in whole or in part, without prior consent from the Customer. The Customer may only transfer, assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations to a third-party its rights and obligations to a third-party, including but not limited to another company owned by the Customer or a family member, with prior written consent from Flatpay.

15. COMMUNICATION

15.1. Conclusion of the Agreement and correspondence

The Customer agrees that the conclusion of the Agreement and all correspondence between the Customer and Flatpay will take place via email or any other form of electronic communication.

15.2. Customer's Contact Information

It is crucial that Flatpay can always communicate with the Customer, and it is the responsibility of the Customer to ensure that Flatpay always receives written information about which email address Flatpay may use in its relationship with the Customer.

16. CUSTOMER'S RELOCATION & CHANGES TO PAYMENT INFORMATION, ETC.

The Customer must provide written notice to Flatpay no later than 30 business days before any relocation of the Customer's business (as the relocation of Equipment must be carried out in accordance with clause 4.2 (Equipment Relocation)), if the webpage of the Customer changes name/URL address, or if the Customer changes banking information or other relevant changes to the Agreement with Flatpay. Certain changes may incur expenses for Flatpay, for which the Customer will be billed in accordance with the applicable rates.

If the Customer has entered into an Agreement with Flatpay for online payments, the Customer agrees that the gateway for online payments may only be used on a website owned by the Customer for the Customer's business, as agreed upon at the outset and approved by Flatpay. Any changes must be approved by Flatpay, and Flatpay must be notified at least 30 days before the change can take effect.

17. CONFIDENTIALITY AND PERSONAL DATA

17.1 Confidentiality

Flatpay and the Customer are both obligated to keep any non-publicly available information they may become aware of about the other party or its affairs confidential and any disclosure by a party of confidential information may occur only with the prior express consent of the other party. However, this does not apply where the parties are required by applicable law and regulation to disclose the confidential information, nor does it apply to the disclosure of information to Partners in accordance with clause 3 (Partners) and clause 17.2 (Personal Data) and Acquirers, nor to the disclosure of confidential information required by professionals subject to a duty of confidentiality, such as accountants, lawyers, or others for them to assist one of the parties. This provision does not apply if the information has become publicly available. Flatpay is also entitled to disclose the confidential information in connection with a possible transfer of the Agreement while complying with applicable law.

17.2 Personal Data

To the extent that personal data is processed on behalf of the Customer, Flatpay and Flatpay's Partners and/or subcontractors act only on the Customer's instructions. The Customer accepts that necessary personal data (including email, name, telephone number, identification documentation, etc.) are transferred to Partners and/or subcontractors. Flatpay implements the necessary technical and organizational security measures to ensure compliance with Flatpay's obligations under applicable law. The Customer has the right at any time to be informed of what customer data Flatpay holds, as well as to object to it and have the data deleted. An updated privacy policy can be found at [<https://www.flatpay.com/en-gb/legal/privacy-policy>].

18. RIGHT OF WITHDRAWAL

As a business entity, the Customer does not have a right of withdrawal/cancellation.

19. CHANGES

Flatpay reserves the right to continuously change these Conditions. Minor changes may occur without notice. Significant changes will be notified electronically to either the email provided by the Customer, on Flatpay's Portal, or on Flatpay's website with a 30-day notice. Changes can be made unilaterally and therefore do not require the Customer's consent. The current version of the Conditions can be found at [<https://www.flatpay.com/en-gb/legal/terms-and-conditions>]. The Conditions can only be deviated from by written agreement between the Customer and Flatpay.

20. IP AND OTHER RIGHTS

20.1 Intellectual Property Rights

The Customer does not acquire any intellectual property rights, including but not limited to patent or copyright, to either Equipment, Services, payment gateways, services, or software, etc. The Customer is – except where such a right may arise from mandatory legislation – not entitled to in any way copy or misuse all or parts of the payment gateway and the software to which the Customer is granted a right to use via the contractual relationship with Flatpay. This also applies to codes and documentation related to both the payment gateway and software.

20.2 Marketing and displays

Flatpay has the right, for marketing purposes, to inform third parties that the Customer uses Flatpay's Equipment and/or Services. However, the Customer is not entitled to use Flatpay's logo, trademark, and other intellectual property rights without Flatpay's prior written consent. Nevertheless, the Customer agrees to properly display that it is using Flatpay's Equipment and Services (as applicable) by using the materials provided by Flatpay (see also clause 7 (Surcharge)).

21. POTENTIAL DISPUTES AND GOVERNING LAW

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

22. DISPUTES REGARDING CARD TRANSACTIONS

A cardholder may dispute a card transaction with their card issuer. The card issuer will then contact the parties to investigate whether a refund (chargeback) should be made to the cardholder. Reasons for a dispute may include the cardholder denying knowledge of the transaction, the transaction being run multiple times for the same purchase, payment being made in another way, the cardholder not receiving the agreed-upon goods or services, or the cardholder returning the received goods. The Customer is obliged to promptly provide all relevant documentation concerning the disputed card transaction upon Flatpay's request. If the Customer cannot substantiate their position to Flatpay, Flatpay's Partner may choose to return the payments to the cardholder. The Partner's decision regarding a dispute is final and cannot be appealed to the courts. The Customer is required to provide good service to cardholders to avoid disputes. A high number of disputes may result in dispute fees and fines from Partners and/or card companies (such as VISA and Mastercard). Such dispute fees and fines will be invoiced by Flatpay to the Customer. An administrative fee of 25% of these fees and fines may be added.

23. LANGUAGE

In case of discrepancies between the Italian and English versions of these Conditions, the English version shall take precedence.

24. MISCELLENEOUS

- (a) The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- (b) If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.
- (c) Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- (d) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.