

# INFLOW PAY

## TERMS AND CONDITIONS

*Business Merchant Agreement — Version February 4, 2026*

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## PREAMBLE

These Terms and Conditions (hereinafter the "T&Cs") govern:

- the conditions of access to and use of the website [www.inflowpay.com](http://www.inflowpay.com) (hereinafter the "Site" or "Website"), the Application, and any API developed and owned by the Company (as defined below);
- the conditions of access to and use of the Services (as defined below); and, more generally,
- any interaction a User (as defined below) may have with the Company, its affiliates, or any third party when using the Site, the Application, an API, or the Services.

The Site is operated by the Company. The Services are, unless otherwise stated herein, provided by the Company. A User must accept and fully comply with the T&Cs and the Privacy Policy before using the Services, an API, or consulting the Site and the Application.

The preamble forms a fundamental and binding component of the T&Cs. Unless explicitly stated otherwise, lists contained within the T&Cs shall not be construed as restrictive or exhaustive.

Capitalized terms have specific definitions found in the Glossary below.

## ARTICLE 1 — GLOSSARY

<b>API</b>	Any application programming interface provided by the Company.
<b>Application</b>	The mobile application software through which the Company offers its Services, including associated data and media.
<b>Authorized User</b>	A User operating or accessing a Merchant Account on behalf of a business owner using the Services.
<b>Card Schemes</b>	The payment networks whose rules govern card acceptance, including Visa, Mastercard, and any other applicable scheme.
<b>Company</b>	INFLOW PAY, a French simplified joint-stock company (SAS) with share capital of €100, registered office at 58 rue de Monceau, 75008 Paris, registered with the Trade and Companies Register of Paris under number 928 877 349.
<b>Intellectual Property</b>	All rights in trademarks, logos, patents, registered designs, design rights, copyright and related rights, moral rights, databases, domain names, utility models, trade secrets, and similar rights worldwide, including registrations, applications, renewals, and rights to sue for past infringement.
<b>Merchant Account</b>	An account created by an Authorized User on the Site to access and use the Services.
<b>MoR</b>	Merchant of Record — the legal entity (Inflow Pay) that acts as the principal seller in all transactions with end customers.
<b>Privacy Policy</b>	The Company's privacy policy governing the processing of personal data collected from Users, accessible at <a href="http://www.inflowpay.com/privacypolicy">www.inflowpay.com/privacypolicy</a> .
<b>Services</b>	All products, services, content, features, technologies, or functions offered by the Company via its Website, Application, or API.
<b>Site / Website</b>	<a href="http://www.inflowpay.com">www.inflowpay.com</a> and any associated subdomains operated by the Company.
<b>T&amp;Cs</b>	The present Terms and Conditions.
<b>User / Merchant</b>	Any person or entity using or accessing the Website, Application, or API, including Authorized Users.

## ARTICLE 2 — USER ELIGIBILITY

Use of the Company's Services is exclusively reserved for commercial entities. Personal use for individual purposes is expressly prohibited.

Access to the Services is limited to Authorized Users duly authorized by their respective businesses to act on their behalf. Authorized Users must provide valid credentials confirming their binding authority when requested. Failure to provide satisfactory proof of authority may result in denial of access.

All Authorized Users must be at least 18 years of age. By using the Services, a User affirms that they are 18 years or older and possess the legal capacity to enter into a binding contract.

## ARTICLE 3 — MERCHANT ACCOUNT

To access and use the Services, a User must create a Merchant Account and provide all requested business and identity details. The Merchant Account type and associated obligations depend on whether the User operates as:

- A merchant selling digital products or services (SaaS, subscriptions, online content); or
- A merchant selling physical products or non-digital services (e-commerce, freelance, logistics-based businesses).

### 1. Account Information & Verification

- All information provided to the Company must be complete, accurate, and truthful at all times.
- Users are responsible for updating their information whenever changes occur.
- The Company may request additional supporting documents at any time to verify compliance.
- Failure to provide accurate information may result in suspension or termination of the Merchant Account.

### 2. Security & Responsibility

- The User is solely responsible for safeguarding their Merchant Account credentials, including login details, API keys, and authentication methods.
- If the Merchant Account is linked to a self-custodial stablecoin wallet, the User assumes full responsibility for securing access to that wallet.
- The Company is not liable for losses resulting from unauthorized access, incorrect wallet addresses, or mishandling of funds.
- Any suspected unauthorized use must be reported immediately to the Company.

### 3. Specific Responsibilities by Merchant Type

#### **Merchants selling physical products (e-commerce, logistics):**

- Maintain accurate inventory levels to prevent overselling.
- Handle logistics, shipping, and returns at their own cost.
- Provide all information necessary for compliance with regional tax and consumer protection laws.

#### **Merchants selling digital products (SaaS, online content, software):**

- Provide their Terms of Use (CGU) to align refund policies with Inflow's requirements.

- Clearly define refund eligibility periods, particularly where chargeback risks exist.

#### 4. Account Access & Updates

- Access to the Merchant Account is provided via email notifications; Users must ensure the security of their email credentials.
- The Company retains sole discretion to modify or terminate Merchant Account requirements or any aspect of the Services.
- Continued use of the Services after any modification constitutes the User's acceptance of the updated requirements.

## ARTICLE 4 — MERCHANT ACCOUNT SECURITY

### 1. General Security Obligations

- Use one-time passwords (OTP) sent via email for authentication.
- Immediately report any unauthorized access attempts to the Company.
- Ensure the security of their email account, which is used for OTP verification.

### 2. Protection of Self-Custodial Wallets

- The User is solely responsible for safeguarding private keys and wallet access.
- The Company does not store, recover, or manage private keys.
- If the User loses access to their stablecoin wallet, the Company cannot assist in fund recovery.

### 3. Email & Device Security

- The User must ensure the security of their email account, as it serves as the primary authentication method.
- If the User's email is compromised, they must immediately notify the Company.
- The User must keep their browser and operating system updated, including the latest security patches and antivirus software.

### 4. Prohibited Security Risks

To prevent unauthorized access, the User must not:

- Share Merchant Account credentials, API keys, or wallet access with third parties.
- Allow remote access to their device unless necessary for technical support.
- Use autofill features that store passwords in their browser.
- Attempt to bypass, disable, or interfere with two-factor authentication (2FA).

### 5. Liability Disclaimer

- The User is responsible for securing their own systems, including computers, software, and mobile devices used to access the Services.

- The Company does not guarantee that the Services will be free from bugs, malware, or cyber threats. The User must implement adequate cybersecurity measures on their own end.

## ARTICLE 5 — COMPANY SERVICES

### 1. Merchant of Record (MoR) Model

By accessing the Inflow platform, the Merchant agrees that Inflow Pay shall be considered the reseller (Merchant of Record) for all transactions processed through its Services.

As Merchant of Record, Inflow Pay assumes responsibility for:

- Representing the Merchant in transactions with end customers.
- Managing payment processing, tax collection, chargebacks, and refunds.
- Ensuring compliance with applicable tax and financial regulations.

Inflow Pay operates under a buy-sell (purchase-resale) model, whereby it purchases goods or services from the Merchant and resells them to the end customer in its own name. The Merchant acknowledges that Inflow Pay acts as the principal seller in the transaction chain, and not as an intermediary or payment processor.

### 2. Payment Processing & Stablecoin Settlements

- The Company provides a payment gateway enabling payments in fiat through its regulated acquiring partners. These partners are licensed payment service providers responsible for card payment processing and compliance with applicable payment regulations.
- Once a consumer completes a payment, the Company collects funds in fiat currency and may convert such funds into stablecoins before settlement to the Merchant. Stablecoins are credited to the self-custodial merchant wallet.
- The conversion from fiat to stablecoins is performed either by the Company acting for its own account, or through third-party regulated service providers.
- The Company does not guarantee any exchange rate, conversion timing, or execution conditions, which may depend on third-party providers and market conditions.

### 3. Settlement Mechanics & Pay-Out Responsibility

*IMPORTANT — This section governs the moment at which the Company's settlement obligation is discharged and the allocation of responsibility for subsequent transfers.*

- Settlement by the Company is deemed fully completed upon credit of stablecoins to the Merchant's Inflow wallet (the "Settlement Point").
- Any transfer initiated by the Merchant after the Settlement Point — whether from their Inflow wallet or any external self-custodial wallet — is performed under the Merchant's sole and exclusive responsibility.
- The Company bears no liability whatsoever for losses, erroneous transfers, network failures, depegging events, or any other issues arising after the Settlement Point.
- In particular, the Company expressly disclaims liability for pay-outs made by the Merchant to wallets or addresses that the Merchant has designated, regardless of any error in such designation.

## 4. Card Acceptance Agreement

*This section constitutes the card acceptance agreement between Inflow Pay and the Merchant, incorporating all applicable Card Scheme rules.*

- Inflow Pay is the sole contractual counterparty to the acquiring partners ("Acquirers") and Card Schemes. The Merchant has no direct contractual relationship with Acquirers or Card Schemes.
- The Merchant must at all times comply with the rules, regulations, and operating guidelines of all applicable Card Schemes (including Visa, Mastercard, and any other scheme used), as updated from time to time.
- The Merchant represents and warrants that it does not operate in a business category (MCC) prohibited by any applicable Card Scheme or Acquirer.
- The Merchant acknowledges that Inflow Pay may impose transaction limits, restrict certain geographies or MCCs, suspend payment methods, or modify card acceptance conditions where required by Card Scheme rules, Acquirer requirements, or risk considerations, without prior notice.
- The Merchant agrees to comply with all fraud prevention, chargeback, and compliance requirements imposed by Card Schemes, Acquirers, and applicable law.

### Chargeback & Fraud Thresholds:

- The Merchant must maintain a chargeback rate below the thresholds set by applicable Card Schemes (indicatively: 1% for Visa, 1% for Mastercard, as updated by the schemes from time to time).
- Where chargeback rates, fraud indicators, or dispute ratios exceed acceptable limits, Inflow Pay reserves the right to suspend settlements, increase reserves, restrict or terminate card acceptance, or terminate the Merchant Account without notice.
- The Merchant acknowledges that exceeding Card Scheme thresholds may result in the Merchant being placed on monitoring programmes (e.g., Visa Dispute Monitoring Programme, Mastercard Excessive Chargeback Programme), the costs and consequences of which shall be borne exclusively by the Merchant.

## 5. Regulatory Qualification

The Parties expressly acknowledge and agree that:

- Inflow Pay acts as Merchant of Record (MoR) and principal seller in all transactions with end customers, purchasing and reselling goods or services in its own name;
- Inflow Pay does not provide payment services within the meaning of Directive (EU) 2015/2366 (PSD2), as it does not execute payment transactions on behalf of the Merchant or any third party;
- Inflow Pay does not provide crypto-asset services within the meaning of Regulation (EU) 2023/1114 (MiCA), as it does not act as a custodian, broker, or intermediary for the account of the Merchant;
- Any conversion between fiat currency and stablecoins is performed by Inflow Pay for its own account and as part of its commercial activity as reseller.

## 6. Non-Custodial Wallet Model

- The Company does not hold or custody stablecoins on behalf of Merchants.
- The Merchant retains full control over their stablecoin funds at all times.
- The Company only utilizes its own stablecoins for facilitating MoR-related transactions (tax collection, fee deductions, fund disbursements).

- The Company partners with regulated on-ramp and off-ramp providers to handle fiat-to-crypto and crypto-to-fiat conversions.

## 7. Direct Consumer Interaction & Checkout Process

- Inflow provides a checkout solution where consumers interact directly with Inflow, rather than the Merchant.
- The consumer clearly understands they are purchasing from Inflow (as MoR).
- Disputes and chargebacks are managed by Inflow, avoiding conflicts between Merchants and consumers.
- The consumer has visibility over the Terms & Conditions at checkout, as Inflow is the contractual counterparty.

## 8. Additional Services & Ecosystem Expansion

- The Company offers the possibility to integrate other self-custodial services, including DeFi integrations and custom payment routing options based on Merchant preferences.

## 9. Merchant Obligations & Compliance

- The Merchant agrees to provide all necessary product information to ensure legitimate and transparent sales.
- The Merchant must comply with all regulatory and tax requirements applicable to their sales.

The Merchant represents and warrants that:

- its activities comply with all applicable anti-money laundering (AML) and counter-terrorist financing (CFT) laws;
- it is not subject to sanctions and does not operate in prohibited jurisdictions;
- it does not engage in illegal, fraudulent, or deceptive activities.

Inflow Pay reserves the right, at its sole discretion, to:

- conduct KYC/KYB verification and ongoing monitoring;
- screen transactions and wallet addresses using blockchain analytics tools;
- suspend or block transactions deemed suspicious or non-compliant;
- report suspicious activities to competent authorities.

Failure to comply with this Article shall constitute a material breach entitling Inflow Pay to immediate termination without notice.

## 10. Network Fees, Third-Party Dispute Services & Merchant Indebtedness

*This section governs Inflow Pay's right to recover all network-related costs and any amounts advanced on behalf of the Merchant, and to activate third-party dispute and fraud management services at its own discretion.*

### 10.1 Recovery of Network Fees & Dispute Service Costs

The Merchant acknowledges that Inflow Pay, in its capacity as Merchant of Record, may incur costs on behalf of or as a direct consequence of the Merchant's activity, including but not limited to:

- RDR (Rapid Dispute Resolution) fees charged by Card Schemes or acquiring partners for automated dispute handling;
- Ethoca alert fees and similar pre-chargeback notification service fees;
- Chargeback processing fees, representation costs, and scheme penalty fees;
- Fraud monitoring programme fees (e.g., Visa VDMP, Mastercard MECP) triggered by the Merchant's chargeback or fraud ratios;
- Any other fees imposed by Card Schemes, Acquirers, or third-party network service providers as a result of the Merchant's transactions or business activity.

All such costs are borne exclusively by the Merchant and constitute a debt owed to Inflow Pay, recoverable in accordance with Article 10.2 below.

### **10.2 Right of Recovery & Set-Off for Merchant Debts**

Where the Merchant owes any amounts to Inflow Pay — whether arising from network fees, RDR/Ethoca costs, chargebacks, refunds advanced by Inflow Pay, transaction fees, VAT adjustments, penalties, or any other obligation under these T&Cs — Inflow Pay expressly reserves the right, without prior notice and at its sole discretion, to:

- Deduct such amounts from pay-in flows before settlement to the Merchant's wallet (i.e., withhold from incoming payments before they are credited to the Merchant);
- Reduce or block pay-out amounts initiated by the Merchant from their Inflow wallet, up to the full amount of the debt;
- Offset the amounts owed against any current balance, future settlement, or rolling reserve held by Inflow Pay;
- Issue an invoice to the Merchant for immediate repayment, subject to the late payment penalties set out in Article 9.3;
- Combine any or all of the above mechanisms simultaneously and without obligation to exhaust any one remedy before applying another.

The Merchant expressly and irrevocably consents to these recovery mechanisms as an essential condition of accessing the Services. Where Inflow Pay has advanced funds on behalf of the Merchant (including by processing refunds or absorbing chargeback amounts before recovery), such advances constitute a debt immediately due and payable by the Merchant.

### **10.3 Activation of Third-Party Network & Dispute Services**

Inflow Pay reserves the right, at its sole discretion and without requiring the Merchant's prior consent, to activate, modify, or deactivate third-party network services and dispute management tools in connection with the Merchant's account, including but not limited to:

- RDR (Rapid Dispute Resolution) — automated dispute resolution services offered by Card Schemes;
- Ethoca Consumer Clarity and Ethoca Alerts — pre-chargeback alert and enhanced transaction data services;
- Any other fraud prevention, chargeback mitigation, or transaction monitoring service available through Card Schemes, Acquirers, or third-party providers.

The decision to activate any such service rests exclusively with Inflow Pay, based on risk, compliance, or operational considerations. The costs associated with such services shall be charged to the Merchant in accordance with Article 10.1.

## **ARTICLE 6 — PAYMENT FOR SERVICES**

## 1. Transaction Fees & Compensation Model

The Company shall be compensated through a percentage-based fee on each transaction processed. The specific fee applicable to a Merchant's transactions will be:

- Determined at the time of opening the Merchant Account and agreed upon in the commercial agreement signed between the parties.
- Structured based on the type of merchant (e.g., SaaS vs. e-commerce).

This fee structure remunerates the Company for providing Merchant of Record (MoR) services, including payment processing and chargeback handling, VAT collection and remittance, stablecoin settlements, and compliance management.

The Company may deduct fees, reserves, chargebacks, and other financial adjustments directly from settlement flows without prior notice.

## 2. Right of Compensation & Set-Off

*This section sets out Inflow Pay's right to recover any amounts owed by the Merchant directly from payment flows, including pay-ins and pay-outs.*

Inflow Pay, in its capacity as Merchant of Record, advances funds to the Merchant as part of its commercial resale activity. Where the Merchant owes any amounts to Inflow Pay — including but not limited to transaction fees, chargeback amounts, VAT adjustments, penalties, or reimbursement of advances — Inflow Pay expressly reserves the right to:

- Deduct any amounts owed from pay-in flows before settlement to the Merchant's wallet, without prior notice;
- Withhold or deduct amounts from pay-out flows initiated by the Merchant from their Inflow wallet;
- Offset any amounts owed by the Merchant against current balances, future settlements, or reserves held by Inflow Pay;
- Exercise any of the above rights simultaneously and without any requirement to exhaust one remedy before applying another.

The Merchant expressly acknowledges and consents to these rights of set-off and compensation, which constitute an essential condition of the commercial relationship.

## 3. Fee Adjustments & Volume-Based Pricing

- The percentage fee may be reviewed annually, subject to mutual agreement.
- Fee revisions will consider the User's total transaction volume, risk exposure (e.g., chargeback rate, industry compliance), and market conditions.

## 4. Confidentiality of Fees

- The agreed-upon fee structure shall be kept strictly confidential between the Company and the User.
- Disclosure of fee structures to third parties is prohibited and may result in immediate termination of the Merchant Account and legal action for damages.

## 5. Stablecoin Disclosure

The Merchant acknowledges that:

- Stablecoins are not legal tender and do not constitute fiat currency;
- Stablecoins are subject to regulatory frameworks including Regulation (EU) 2023/1114 (MiCA);
- The value of stablecoins depends on the issuer and underlying reserves.

Inflow Pay does not guarantee the stability or value of any stablecoin, the solvency or regulatory compliance of any issuer, or the convertibility into fiat currency. The Merchant assumes all risks associated with the use of stablecoins, including depegging, liquidity risk, and regulatory restrictions.

## ARTICLE 7 — RESERVES, FINANCIAL RISK & CREDIT RISK

### 1. Rolling Reserve

The Company may retain a rolling reserve as security against any financial exposure arising from the Merchant's activity, including but not limited to chargebacks, refunds, fraud losses, regulatory or Card Scheme penalties, RDR/Ethoca fees, and any other network-related costs. The reserve level and applicable percentage shall be determined by the Company at its sole discretion and communicated to the Merchant.

### 2. Scope of Financial Risk Covered

The reserve and the Company's rights of set-off and recovery (as set out in Article 5.10 and Article 6.2) apply to the full spectrum of financial and credit risk arising from the Merchant's use of the Services, including:

- Credit risk: the risk that the Merchant is unable to reimburse Inflow Pay for amounts advanced on its behalf (including chargebacks, refunds, or costs paid to third parties);
- Settlement risk: the risk of loss between the time a payment is processed and the time funds are received from Acquirers;
- Fraud risk: losses resulting from unauthorized or fraudulent transactions associated with the Merchant's account;
- Regulatory and compliance risk: fines, penalties, or additional costs imposed by Card Schemes, Acquirers, or regulatory authorities as a result of the Merchant's activity;
- Operational risk: losses arising from errors, system failures, or misuse attributable to the Merchant;
- Concentration risk: where the Merchant's volume or chargeback exposure represents a disproportionate share of Inflow Pay's overall risk.

### 3. Reserve Adjustments

Inflow Pay may increase the reserve amount, extend the reserve period, or impose additional financial security requirements at any time, without prior notice, where it determines that the Merchant's risk profile has deteriorated or where required by Acquirers, Card Schemes, or applicable law.

### 4. Set-Off Against Reserve

The Company may offset any amounts owed by the User against current balances, future settlements, or reserves, as set out in Article 6.2 and Article 5.10. Reserves shall be released to the Merchant only once the Company is satisfied that all financial obligations have been settled and no pending disputes, chargebacks, or investigations remain outstanding.

## 5. Suspension of Settlements

The Company may suspend settlements at any time where necessary to mitigate financial, credit, or regulatory risk, without this constituting a breach of contract or giving rise to any liability on the part of Inflow Pay.

# ARTICLE 8 — TAX OBLIGATIONS

## 1. User's Tax Responsibilities

The User is solely responsible for the declaration, payment, and compliance with all applicable taxes, duties, and governmental levies imposed by the laws governing their business operations. This includes but is not limited to income tax, corporate tax, self-employment tax, cross-border VAT rules, local tax obligations, and digital service tax laws.

Where payments are settled in stablecoins, the User remains responsible for any tax implications related to the receipt, conversion, or holding of such assets.

## 2. VAT Collection & Company's Role as MoR

- As Merchant of Record, the Company is responsible for collecting and remitting VAT on transactions where applicable.
- The VAT collected is determined based on the applicable tax jurisdiction.
- The Company does not assume responsibility for additional taxes owed by the User, including corporate income tax or merchant-specific VAT obligations.
- The User must accurately declare their business activities to ensure proper VAT handling.

## 3. No Tax Advisory Services

The Company does not provide tax advice and shall not be responsible for calculating, reporting, or remitting taxes beyond its obligations as a MoR. The User is encouraged to consult a qualified tax advisor regarding their specific obligations.

## 4. Consequences of Tax Non-Compliance

- Penalties, interest, or legal consequences under applicable tax laws.
- Immediate suspension or termination of the Merchant Account if the Company identifies tax non-compliance posing a risk to its operations.
- Reporting of tax-related violations to the appropriate authorities, if legally required.

# ARTICLE 9 — INVOICES

## 1. Issuance of Invoices & Transaction Tracking

- Inflow will issue invoices to Merchants to ensure full traceability of transactions, confirming Inflow's role as reseller.
- Invoices will be generated per transaction. Merchants may obtain a full monthly transaction summary via the Inflow application.

## 2. Direct Customer Invoicing & Payment Summaries

Inflow may issue invoices directly to the end customer on behalf of the Merchant and ensure that proper VAT collection and compliance measures are followed.

## 3. Payment Obligations & Deadlines

If the Merchant owes funds to Inflow (e.g., transaction fees, penalties, VAT adjustments), the Merchant must settle the outstanding balance within forty-five (45) days from the end of the month in which the invoice was issued.

Failure to make payment on time will result in:

- A late payment penalty calculated at 10 percentage points above the European Central Bank (ECB) refinancing rate, applied from the due date.
- A fixed collection fee of €40 to cover administrative and legal recovery costs.

*Note: This 45-day payment period does not apply to chargebacks. Chargeback amounts are subject to immediate deduction or offset in accordance with Article 6.2.*

## 4. Consequences of Non-Payment

- Suspend the Merchant's account and access to the Services until payment is received.
- Terminate the Merchant's account at its sole discretion.
- Initiate legal proceedings to recover the outstanding amount, including compensatory damages and other legal remedies available under applicable law.

# ARTICLE 10 — TERMINATION

## 1. Immediate Termination by the Company

The Company reserves the right to immediately terminate the Merchant Account and access to the Services without prior notice under any of the following circumstances:

- Violation of any provision of these T&Cs, including misuse of Services, non-compliance with tax obligations, breach of confidentiality, or failure to maintain security.
- Legal or regulatory requirement to terminate the Merchant Account.
- Fraudulent, illegal, or unauthorized transactions, including money laundering, tax evasion, financing of illegal activities, or violation of sanctions, AML, or compliance regulations.
- Failure to pay any fees, penalties, or outstanding charges within the stipulated payment period.

- Activities posing a risk to the security, stability, or integrity of the Company's systems, the MoR payment network, or other users or financial partners.
- Exceeding Card Scheme chargeback or fraud thresholds, as set out in Article 5.4.

## 2. Termination with Notice

The Company may also terminate the Merchant Account without cause, provided that the User receives at least thirty (30) days' advance notice. During this period, the User must settle all outstanding balances and fulfill any pending transactions, refunds, or VAT obligations.

## 3. Consequences of Termination

Upon termination:

- The User's right to access and use the Services ceases immediately.
- The Company bears no liability for damages, business interruptions, or losses resulting from termination.
- The User must discontinue use of the Services, remove any Company materials from their systems, and reconcile all outstanding fees, tax obligations, or chargeback liabilities.

## 4. Legal & Compliance Actions Post-Termination

The Company retains the exclusive right to pursue legal remedies in the event of a User's breach, including seeking damages for financial, operational, or reputational harm, and injunctive relief to prevent continued misuse of proprietary technology or confidential information.

## 5. Termination by the User

- The User may request voluntary termination at any time by contacting Customer Support.
- The User may not request termination to avoid legal action, regulatory investigations, or outstanding liabilities.
- If the User attempts to terminate their Merchant Account during an active investigation, the Company may temporarily withhold funds until the investigation is complete and continue pursuing outstanding fees, disputes, or compliance issues even after account closure.
- The User remains responsible for any unpaid fees, chargebacks, or legal obligations incurred before termination.

# ARTICLE 11 — THIRD-PARTY MATERIALS

## 1. Access to Third-Party Materials

Certain features may enable Users to access information, products, services, and content provided by third parties ("Third-Party Materials"), including through embedded content, hyperlinks, APIs, or external integrations.

## 2. No Control, Endorsement, or Responsibility

The Company does not control, endorse, or assume responsibility for any Third-Party Materials. Third-Party Materials may be inaccurate, misleading, or deceptive, and the Company makes no representations or warranties regarding them.

### 3. User Assumption of Risk

Users engage with Third-Party Materials at their own risk, subject to the third party's terms of service, privacy policies, and applicable laws. The Company assumes no liability for any losses, damages, or disputes arising from the User's engagement with Third-Party services.

## ARTICLE 12 — NON-CUSTODIAL APPLICATION

### 1. Purely Non-Custodial Model

The Company does not hold digital assets on behalf of Users and does not provide custody services within the meaning of applicable crypto-asset regulations. The Company does not act as a crypto-asset service provider (CASP/PSAN) for the benefit of Users, unless expressly stated otherwise.

### 2. Security Responsibilities of the User

- The User must not share wallet credentials, seed phrases, or private keys with anyone.
- The Company makes no representations regarding the compatibility, security, or availability of any external wallet provider.

### 3. Liability Disclaimer

- The Company assumes no responsibility for losses resulting from User mismanagement of wallet security, wallet compromises, phishing attacks, or technical malfunctions within external wallet providers.

### 4. Access to Private Keys

Upon explicit written request, the Company may provide the Merchant with secure access to the private key via a software interface or encrypted export tool, under the following conditions:

- Identity verification of the Merchant's authorized representative.
- Irrevocable written acknowledgment that the Merchant assumes full responsibility for key management and all associated risks.
- Execution of a waiver of liability for any loss or misuse resulting from access, export, or storage of the private key.

Once access is granted, the Company will not retain any backup, copy, or recovery mechanism for the private key.

## ARTICLE 13 — NO FIDUCIARY DUTIES

- These T&Cs do not create or impose any fiduciary duties upon the Company.
- The Company does not act as a trustee, agent, or financial custodian for the User.
- To the fullest extent permitted by law, the User acknowledges that the Company owes no fiduciary duties or liabilities, and any potential fiduciary obligations are irrevocably disclaimed, waived, and eliminated.
- The Company's only obligations to the User are those expressly stated in these T&Cs.

## ARTICLE 14 — INTELLECTUAL PROPERTY OWNERSHIP

All rights, title, and interest in and to any software, services, and intellectual property developed, provided, or made available by the Company or its affiliates remain the exclusive property of the Company and its licensors. This includes the Application, Website, API, developer tools, sample source code, code libraries, data, materials, documentation, integration guides, content available on the Website, and technology and proprietary algorithms used within the Company's payment infrastructure. All Company Materials and Services are protected by intellectual property laws and international treaties.

## ARTICLE 15 — RESTRICTIONS ON USE OF COMPANY MATERIALS

Unless the User has received prior written authorization from the Company, the User is strictly prohibited from:

- Using, reproducing, or exploiting any Company Materials for commercial purposes.
- Selling, sublicensing, leasing, renting, assigning, distributing, or otherwise transferring the Services or Company Materials to any third party.
- Removing, altering, obscuring, or defacing any trademarks, copyright notices, or intellectual property designations.
- Modifying, copying, adapting, or creating derivative works of any software, technology, or materials.
- Reverse engineering, disassembling, decompiling, or otherwise deriving the source code of any software.

Unauthorized use may result in immediate termination of the Merchant Account and legal action, including compensatory damages, injunctive relief, and criminal liability where applicable.

## ARTICLE 16 — COMPANY TRADEMARKS

Company trademarks include, without limitation, "INFLOW", "INFLOW PAY", and any other business or service names, logos, signs, graphics, page headers, button icons, and scripts, whether registered or unregistered.

Unless the User has received prior written authorization, the User may not copy, imitate, modify, or use any Company Trademarks, or use them in a way that misrepresents an affiliation, implies sponsorship, creates confusion, or disparages the Company. Unauthorized use may result in immediate termination and legal action.

## ARTICLE 17 — PROHIBITION OF MISUSE

The User shall not misuse the Company's Services, including by introducing malicious software, attempting unauthorized access to the Company's systems, engaging in denial-of-service attacks, or

bypassing security mechanisms. Violations may constitute a criminal offense. The Company will report suspected breaches to law enforcement and may immediately revoke the User's access.

## **ARTICLE 18 — RESPONSIBILITY FOR FORESEEABLE LOSS**

The Company shall not be liable for any loss or damage that is not foreseeable. A loss or damage is foreseeable if it is obvious that it will happen, or if both the Company and the User knew it might happen at the time the contract was made.

## **ARTICLE 19 — LIMITATION OF LIABILITY**

### **1. Liability That Cannot Be Limited**

The Company does not exclude or limit liability for death or personal injury caused by the Company's negligence, or for fraud or fraudulent misrepresentation.

### **2. Liability Cap for Service-Related Claims**

The Company's total liability for any claims arising from the use of its Services shall be limited to the amount paid by the User for the Services in the previous twelve (12) months. Under no circumstances shall the Company be liable for indirect, incidental, or consequential damages, loss of revenue, business or profits, or losses resulting from third-party failures.

### **3. Additional Exclusions**

The Company shall not be liable for losses resulting from Card Scheme decisions, Acquirer restrictions, fraud prevention measures, or regulatory enforcement actions.

The Company shall not be liable for fluctuations in stablecoin value, blockchain network delays or failures, or third-party wallet or infrastructure risks.

## **ARTICLE 20 — LIMITATION OF LIABILITY FOR COMMERCIAL USE**

To the fullest extent permitted by law, if the User utilizes the Services for any commercial or business purpose, the Company shall not be liable for loss of profit, loss of business or revenue, business interruption, loss of business opportunity, or any indirect, incidental, or consequential damages.

## **ARTICLE 21 — LIABILITY FOR TECHNOLOGICAL ATTACKS**

The Company shall not be liable for any loss or damage caused by viruses, malware, ransomware, phishing attacks, or other forms of technological attacks, or for security vulnerabilities affecting blockchain transactions, stablecoin payments, or third-party integrations.

The User is solely responsible for implementing adequate security measures, including updated antivirus software, secure connections, regular software updates, and protection of private keys.

## ARTICLE 22 — LIABILITY FOR EVENTS OUTSIDE COMPANY'S CONTROL

The Company shall not be liable for any failure to perform or delays in providing the Services due to events beyond its reasonable control, including acts of God, government actions, regulatory changes, cybersecurity incidents, blockchain network failures, stablecoin depegging events, market disruptions, or failures of banking or payment infrastructure.

## ARTICLE 23 — LIABILITY FOR BREACHING T&Cs

If the User breaches these T&Cs, any applicable law, or misuses the Services, the User agrees to compensate, defend, and hold the Company harmless against any losses, claims, damages, costs, or expenses, including legal fees. This indemnification continues to apply after termination of the Merchant Account.

## ARTICLE 24 — REPAYMENT OF OUTSTANDING AMOUNTS

### 1. Chargebacks

- Inflow will handle the administration of chargebacks and refunds on behalf of the Merchant.
- The Merchant remains financially responsible for all refunds issued to customers.
- If a chargeback occurs, the Merchant is liable for the disputed amount and any associated fees.
- Inflow may deduct chargeback amounts immediately from the Merchant's balance or issue an invoice for reimbursement. Chargeback deductions are not subject to the 45-day payment period set out in Article 9.3.

### 2. Repayment of Outstanding Amounts

If the Merchant owes any outstanding amounts to Inflow, the Merchant must settle the balance immediately upon request. Inflow reserves the right to:

- Deduct the owed amount from the Merchant's available funds in accordance with Article 6.2.
- Offset any future incoming payments to recover outstanding debts.
- Suspend or terminate the Merchant's account until full repayment is made.
- Engage third-party debt collection agencies to recover unpaid amounts.

If the Merchant fails to settle outstanding amounts, they will be subject to late payment penalties calculated at 10 percentage points above the ECB refinancing rate, and a fixed collection fee of €40.

### 3. Consequences of Non-Payment

The Company retains the exclusive right to initiate legal proceedings against the Merchant to recover any outstanding payments, including compensatory damages and other legal remedies as applicable by law.

## **ARTICLE 25 — RELEASE**

In the event of a dispute with another Merchant Account holder, third-party service provider, or customer, the User agrees to release the Company from all claims, demands, and damages arising from such disputes. By agreeing to this release, the User expressly waives any legal protections that would limit the scope of this release to only known claims.

## **ARTICLE 26 — DISCLAIMER OF WARRANTY**

The Company provides the Services on an "As-Is", "Where-Is", and "Where-Available" basis without any express, implied, or statutory warranties, including implied warranties of merchantability, fitness for a particular purpose, non-infringement, or uninterrupted availability. To the fullest extent permitted by law, the User assumes all risks related to the use of the Services.

## **ARTICLE 27 — SERVICE AVAILABILITY**

The Company will make reasonable efforts to ensure the Services remain accessible but does not guarantee uninterrupted availability. The Company may suspend, withdraw, discontinue, or modify any part of the Services without notice and shall not be liable for any loss due to service downtime, technical failures, or regulatory compliance actions.

## **ARTICLE 28 — USER RESPONSIBILITY**

The User is solely responsible for making necessary arrangements to access the Services and managing access permissions for any third party accessing their Merchant Account. If the Company suspects unauthorized or fraudulent account access, it may refuse access to a third party and will notify the User before or immediately after access is blocked, unless doing so would violate security protocols or regulatory requirements.

## **ARTICLE 29 — TRANSFER AND ASSIGNMENT**

The User may not transfer, assign, mortgage, subcontract, or otherwise deal with any rights or obligations under these T&Cs without the Company's prior written consent. The Company reserves the right to transfer, assign, or novate these T&Cs or any rights or obligations thereunder at any time without requiring the User's consent.

## **ARTICLE 30 — PARTIES TO THE AGREEMENT**

This agreement is solely between the Company and the User. No third party shall have the right to enforce any provisions of this agreement. Neither party needs to obtain consent from a third party to modify, update, or terminate the agreement, or to enforce or waive any provisions.

## **ARTICLE 31 — PERSONAL DATA & PRIVACY POLICY**

The Company's Privacy Policy governs the processing of personal data provided by the User and is accessible at <https://www.inflowpay.com/privacypolicy>. The Privacy Policy is an integral part of these

T&Cs. By using the Services, the User consents to the processing of their personal data and confirms that all personal data provided is accurate.

## ARTICLE 32 — CHANGES TO THE AGREEMENT

The Company may modify these T&Cs by providing at least thirty (30) days' prior written notice via email or on the Website. If the User disagrees with the changes, they may terminate their agreement by written notice during the notice period. Continued use of the Services after the effective date constitutes acceptance of the updated T&Cs.

### Immediate Changes Without Prior Notice:

- Changes required by law.
- Changes that benefit the User.
- The introduction of new services or functionalities.
- Modifications that do not reduce the User's rights or increase their obligations.

### Exchange Rate Adjustments:

Changes to exchange rates take effect immediately without prior notice. The User cannot dispute exchange rate adjustments, and the Company is not responsible for exchange rate fluctuations.

### Regulatory Changes:

Inflow Pay reserves the right to modify, suspend, or restructure its services where required by applicable laws or regulations, regulatory authorities, or Card Schemes or financial partners. Inflow Pay may implement additional compliance requirements, including KYC, transaction monitoring, or operational restrictions. The Merchant agrees to cooperate fully with such requirements.

## ARTICLE 33 — ENTIRE AGREEMENT

These T&Cs, together with the commercial agreement signed between the parties (which covers pricing exclusively) and the Privacy Policy, constitute the entire agreement between the Company and the User and supersede all prior agreements, written or oral. In the event of any conflict between the commercial agreement and these T&Cs, these T&Cs shall prevail on all matters other than pricing.

Where no separate commercial agreement covering pricing has been signed between the parties, or where such agreement is silent on applicable fees, Inflow Pay's standard default pricing shall apply automatically and without further notice, namely:

- A transaction fee of 4.00% of the gross transaction amount, plus a fixed fee of USD 0.35 per transaction;
- Any additional fees set out in Article 44.6 (chargeback handling, representment, and other charge events).

The Merchant's continued use of the Services in the absence of a signed commercial pricing agreement shall constitute acceptance of these default rates. Inflow Pay reserves the right to update its default pricing with fifteen (15) days' prior written notice to the Merchant.

## ARTICLE 34 — SEVERABILITY

Each provision of these T&Cs operates independently. If any provision is found invalid, unlawful, or unenforceable, the remaining provisions shall continue in full force and effect.

## **ARTICLE 35 — ENFORCEMENT**

The Company's failure to enforce any right under these T&Cs does not waive its right to enforce it in the future. Any delay in requiring the User to fulfill an obligation does not prevent the Company from taking enforcement action later.

## **ARTICLE 36 — CLAIMS & CUSTOMER RELATIONS SERVICE**

The User may contact the Company's Customer Relations Service to report difficulties or submit complaints. Contact: [hanafi@useinflow.com](mailto:hanafi@useinflow.com).

## **ARTICLE 37 — MEDIATION**

The User has the right to seek mediation in the event of a dispute with the Company. Mediation is a voluntary, confidential process facilitated by an impartial third-party mediator.

To initiate mediation, the User should contact the Customer Relations Service at [hanafi@useinflow.com](mailto:hanafi@useinflow.com) with a brief description of the dispute and their desired resolution. Both parties agree to participate in good faith. Mediation costs are shared equally unless otherwise agreed. If mediation fails, the User retains the right to pursue legal remedies.

As the User is not a consumer under the French Consumer Code, the Company is not legally required to appoint a designated mediator.

## **ARTICLE 38 — APPLICABLE LAW**

These T&Cs are governed by and interpreted under French law.

## **ARTICLE 39 — JURISDICTION**

In case of disputes related to the interpretation or execution of these T&Cs, the parties will first attempt to resolve the matter amicably. If no resolution is reached within three (3) months, the dispute shall be referred to the Commercial Court of Paris, or any competent jurisdiction within the jurisdiction of the Paris Court of Appeal.

This jurisdiction clause applies to summary proceedings, incidental claims, multiple defendants, and third-party notices, and to all disputes regardless of payment method used. Any jurisdiction clause contained in the User's documents that contradicts this provision shall not apply.

## **ARTICLE 40 — SELF-BILLING AGREEMENT**

The Merchant expressly authorizes Inflow Pay SAS to issue self-billed invoices on its behalf for the services provided under this Agreement. This self-billing arrangement shall remain in force for the duration of the commercial relationship, unless terminated by either party with thirty (30) days' written notice.

The Merchant agrees not to issue its own invoices for transactions covered by this Agreement, to notify Inflow Pay SAS immediately of any changes to its VAT status, VAT number, or corporate details, and to ensure the accuracy of information provided for invoicing purposes.

Inflow Pay SAS shall ensure all self-billed invoices contain the legally required information, issue invoices in accordance with applicable tax laws, and provide the Merchant with copies of all invoices issued on its behalf.

## ARTICLE 41 — VAT EXEMPTION REGIME

Inflow Pay SAS may, where applicable, purchase goods or services from French suppliers under a VAT exemption regime in accordance with Article 275 of the French General Tax Code (CGI), provided it holds a valid attestation d'achats en franchise de TVA delivered by the competent tax authority (SIE).

The supplier remains free to accept or refuse the application of VAT exemption, even upon presentation of a valid exemption certificate. Inflow Pay SAS commits to use the goods and services acquired under this regime strictly for export or intra-community deliveries. Any breach of conditions resulting in a VAT adjustment shall be the sole responsibility of Inflow Pay SAS.

## ARTICLE 42 — EFFECTIVE DATE

These T&Cs shall come into effect on January 1, 2025, and apply to the version dated February 4, 2026.

## ARTICLE 43 — ACCOUNT FEATURES, FUNCTIONALITY & SERVICE CONFIGURATION

### 1. Activation & Deactivation of Account Features

Inflow Pay reserves the right, at its sole discretion and at any time, to activate, deactivate, restrict, or modify any feature or functionality of the Merchant Account or the Services, including but not limited to:

- Payment methods accepted (card types, alternative payment methods, geographic availability);
- Settlement frequency, settlement currency, or settlement method (fiat or stablecoin);
- Transaction limits, velocity controls, or spending caps;
- Access to the dashboard, reporting tools, or API endpoints;
- Activation of third-party dispute management services (RDR, Ethoca, or equivalent) as set out in Article 5.10.3;
- DeFi integrations, custom payment routing, or any other optional service feature;
- KYC/KYB verification requirements, additional document submission obligations, or enhanced due diligence measures.

Such changes may be made without prior notice where required by Card Scheme rules, Acquirer requirements, regulatory obligations, or risk management considerations. Where prior notice is not operationally possible, Inflow Pay will notify the Merchant as soon as practicable thereafter.

## 2. No Guaranteed Access to Specific Features

The availability of any specific feature or functionality at the time of Merchant Account opening does not constitute a guarantee of continued availability. Inflow Pay's service offering may evolve, and features may be added, modified, or discontinued at any time.

## 3. Merchant-Requested Feature Changes

The Merchant may request the activation or deactivation of optional features by contacting Customer Support. Inflow Pay reserves the right to approve or decline such requests at its sole discretion and without obligation to provide reasons.

# ARTICLE 44 — CARD ACCEPTANCE AGREEMENT (FULL TERMS)

*This Article constitutes the card acceptance agreement between Inflow Pay SAS (as Merchant of Record) and the Merchant, incorporating the terms of Inflow Pay's Card Acceptance Agreement. By accepting these T&Cs, the Merchant acknowledges and agrees to all terms set out below. Pricing and applicable fees are set out exclusively in the commercial agreement or pricing schedule signed separately between the Parties. All other card acceptance terms — including charge events, reserves, settlement, risk, compliance, dispute management, and termination — are governed exclusively by this Article 44.*

## 1. Role, Structure & Accepted Payment Methods

- Inflow Pay acts as the Merchant of Record (MoR) for all card-based and alternative payment method (APM) transactions initiated through its infrastructure. The Merchant operates under its own business model and regulatory framework.
- Inflow Pay bills the end-customer, receives funds from acquiring partners, and remits Net Proceeds to the Merchant subject to the deductions, reserves, and suspension rights set forth in this Article.
- "Net Proceeds" means the gross amount collected from end-customers, less applicable transaction fees, scheme charges, rolling reserves, and any other deductions explicitly specified under these T&Cs or required by applicable scheme or legal obligations.
- The Merchant shall not process, refund, or initiate chargebacks directly with acquirers or card networks. All such actions shall be initiated solely through Inflow Pay. Inflow Pay retains sole discretion to initiate, approve, decline, or process refunds, dispute responses, and chargeback handling as required by scheme rules, acquiring partners, risk controls, or customer protection standards.
- Card acceptance is limited to methods explicitly approved by Inflow Pay, including its hosted checkout, direct API integration, mobile-optimized flows, or partner-customized pages. The Merchant must not implement unapproved or standalone integrations.
- Inflow Pay retains full discretion to approve or deny any Merchant Category Code (MCC), payment flow, transaction currency, or customer country. Only approved categories and jurisdictions will be activated.
- Nothing in this Article shall be construed as granting the Merchant the right to act as a payment service provider or agent of Inflow Pay. The Merchant remains fully independent and responsible for its own licensing obligations and user relationships.

### Accepted Payment Methods (non-exhaustive, subject to change):

- Card Schemes: Visa, Mastercard (credit & debit), with 3D Secure 2.0;
- Alternative Payment Methods (APMs): Apple Pay, Google Pay, iDEAL, Bancontact, Blik.

Inflow Pay may modify, add, or discontinue specific payment methods. Where feasible, Inflow Pay will inform the Merchant in advance. Inflow Pay may suspend or disable a payment method immediately where required by card schemes, acquiring partners, applicable law, or risk controls.

## 2. Charge Events & Transaction Controls

The following events are chargeable under these T&Cs:

- Authorization attempt;
  - Capture or settlement;
  - Refund;
  - Chargeback initiation;
  - Dispute representment;
  - Account update or token usage;
  - Dispute protection tools and services (including RDR, Ethoca, Verifi, or equivalent).
- 
- The maximum transaction value is defined dynamically by Inflow Pay, based on the business model, MCC, or payment method. The Merchant agrees not to attempt to initiate or submit any transaction above the defined limit without prior written approval from Inflow Pay.
  - Inflow Pay does not impose any default per-card daily transaction limit, unless required by applicable scheme rules or specific fraud mitigation requirements. Volume caps may be introduced dynamically based on risk profile or compliance needs and will be communicated to the Merchant in writing where applicable.
  - Certain charge events may result in pass-through fees imposed by card schemes, acquiring partners, or related service providers (including account updater, token services, and similar network fees). Such pass-through fees may be deducted from Net Proceeds or applied against the rolling reserve, and will be itemized in reporting where available.

## 3. Reserve & Settlement

*This section governs the rolling reserve, settlement timing, the Merchant's financial liability, and the escalation protocol applicable to Outstanding Debts.*

### 3.1 Rolling Reserve

A rolling reserve of five percent (5%) may be withheld from all card transactions. The reserve may be used by Inflow Pay at any time to fund customer refunds or mitigate financial exposure related to transactions, including but not limited to chargebacks, fraud, or insolvency. Net Proceeds are typically settled on a T+3 to T+5 business day basis.

### 3.2 Reserve Release

The rolling reserve shall be released on a first-in, first-out basis, such that funds are progressively disbursed 120 days after their original withholding date, unless used to cover refund obligations or otherwise set off, retained, or delayed where required by card scheme rules, acquiring partner requirements, applicable law, or to cover pending or reasonably anticipated chargebacks, refunds, disputes, reversals, fraud losses, or scheme fines. Any used portion of the reserve shall be automatically replenished through future transaction proceeds. Reserve payouts follow the standard settlement cycle and are disbursed within three (3) to five (5) business days of the respective release date.

### 3.3 Chargeback & Refund Rate Threshold

For the purposes of this Section, "chargeback rate" and "refund rate" mean the chargeback-to-transaction ratio (CTR) and refund-to-transaction ratio calculated in accordance with

applicable card scheme rules (where not specified: total number of first chargebacks or refunds received during a calendar month divided by the total number of captured transactions during the same month, expressed as a percentage).

If the Merchant's monthly chargeback or refund rate exceeds 1.0% (or any lower threshold required by card scheme rules or acquiring partner requirements), Inflow Pay reserves the right to suspend all payouts and delay settlement until the risk exposure is resolved. The broader compliance, remediation, and termination framework is set out in Section 3.4 below. Inflow Pay shall notify the Merchant promptly upon exercising any such right, except where immediate action is required to comply with card scheme obligations or to prevent active fraud.

### **3.4 Financial Liability & Outstanding Debt Protocol**

(a) **Financial Liability.** The Merchant is solely and fully liable to Inflow Pay for all financial exposure arising from transactions processed through Inflow Pay's infrastructure, including but not limited to chargebacks, refunds, fraud losses, and scheme fines, regardless of their origin or cause. The rolling reserve constitutes partial security only and does not cap the Merchant's total liability.

(b) **Outstanding Debt.** Where the rolling reserve is insufficient to cover any financial exposure, the outstanding amount constitutes a legally enforceable debt owed by the Merchant to Inflow Pay (the "Outstanding Debt"). Inflow Pay shall notify the Merchant in writing of any Outstanding Debt, including a breakdown of the underlying transactions and the amount due.

(c) **Automatic Recovery.** Inflow Pay shall recover any Outstanding Debt automatically through: (i) deduction from the Merchant's upcoming settlement proceeds; and/or (ii) drawdown from the rolling reserve. If the Agreement is terminated or the account is closed before the Outstanding Debt is fully recovered, the remaining balance becomes immediately due and legally enforceable. Inflow Pay reserves the right to pursue recovery by any legally available means.

(d) **Escalation Protocol:**

- **Step 1 — Notification:** Inflow Pay notifies the Merchant in writing of the Outstanding Debt or risk event, with full details. The payment team is made available to coordinate remediation.
- **Step 2 — Chargeback Protection Activation:** If the chargeback rate increases and exposes Inflow Pay to risk, Inflow Pay will activate chargeback protection programs (RDR, Ethoca Alerts, Verifi, or equivalent). The costs of these programs, as charged by the respective providers, will be passed through to the Merchant and deducted from Net Proceeds or applied against the rolling reserve. Full transparency regarding costs and covered transactions will be provided.
- **Step 3 — Full Account Block:** If the Outstanding Debt remains unresolved, or if suspension rights are triggered, Inflow Pay may suspend all processing and settlement activity. The Merchant will be notified in writing with the triggering event and conditions required for reinstatement.

(e) **Survival.** The Merchant's financial obligations under this Section survive termination of these T&Cs. Any Outstanding Debt not recovered prior to or upon termination remains immediately due and legally enforceable.

(f) **Account Closure with Outstanding Debt.** If the Merchant requests account closure or ceases processing while any Outstanding Debt exists or is reasonably anticipated (including pending disputes, chargebacks, or refunds), all such amounts become immediately due. Inflow Pay may set off any amounts owed by the Merchant against any amounts payable to the Merchant, including future settlements, reserves (released or unreleased), and any other funds held or processed by Inflow Pay. The Merchant shall reimburse Inflow Pay for reasonable costs of collection (including external legal fees where applicable).

## 4. Risk, Compliance & Scheme Rules

### 4.1 General Scheme Compliance

- All activity must comply with Visa, Mastercard, and applicable scheme rules, including those related to chargebacks, MCC classifications, and permitted countries.
- Inflow Pay maintains full discretion over which jurisdictions, currencies, and use cases may be supported. Transactions from non-authorized countries or business models will be blocked or refunded.
- The Merchant shall not contract separately or independently with card networks for the services delivered under these T&Cs.

### 4.2 Chargeback Threshold & Remediation

If the Merchant's chargeback rate exceeds 1.0% in any calendar month (or any lower threshold required by card scheme rules or acquiring partner requirements), Inflow Pay may:

- Suspend settlements;
- Increase reserves;
- Impose additional fraud controls;
- Suspend card processing and require a formal remediation plan.

If the chargeback rate remains above 1.0% for two consecutive months, Inflow Pay may terminate the card acceptance services with immediate effect. Except where immediate action is required by card scheme rules or to prevent active fraud, Inflow Pay shall provide written notice and a minimum seven (7) calendar day remediation period before exercising termination rights under this Section.

### 4.3 Indemnification

The Merchant shall indemnify and hold harmless Inflow Pay from any direct losses, scheme penalties, or damages resulting from intentional fraud, gross negligence, or material violations of card scheme rules committed by the Merchant. This indemnity shall not apply to ordinary operational issues, non-intentional errors, or chargebacks arising from valid end-customer disputes. This Section is supplemental and does not limit any indemnities or liability allocations set out elsewhere in these T&Cs.

### 4.4 Dispute Prevention Services

Inflow Pay may, at its discretion or where required by card schemes or acquiring partners, activate dispute prevention or resolution programs (including but not limited to Rapid Dispute Resolution (RDR), Ethoca Alerts, Verifi, or equivalent). Such activation may occur where Inflow Pay identifies a material increase in fraud or chargeback indicators, or where required by card schemes or acquiring partners. Inflow Pay shall notify the Merchant prior to, or promptly upon, activation. The costs charged by program providers will be passed through to the Merchant and deducted from Net Proceeds or applied against the rolling reserve, with full transparency regarding amounts and transactions covered.

### 4.5 Chargeback Dispute Process

Upon receipt of a chargeback, Inflow Pay shall notify the Merchant promptly, providing the reason code, transaction reference, chargeback amount, and available dispute information. The Merchant shall have seven (7) calendar days from notification to submit evidence for representment. If no evidence is submitted within this deadline, Inflow Pay reserves the right to accept the chargeback without further recourse to the Merchant. Inflow Pay shall assess representment eligibility based on evidence provided and applicable scheme rules. The final decision on whether to proceed rests with Inflow Pay.

#### 4.6 PCI-DSS & Data Security

- The Merchant must at all times comply with the Payment Card Industry Data Security Standards (PCI-DSS) applicable to its role and transaction volumes.
- The Merchant must not store, process, or transmit cardholder data (including full card numbers, CVV/CVC codes, or PINs) except as strictly necessary and in full compliance with PCI-DSS.
- In the event of an actual or suspected data breach involving cardholder data, the Merchant must notify Inflow Pay immediately and cooperate fully with any forensic investigation. All costs of forensic investigation, Card Scheme fines, or card reissuance attributable to the Merchant shall be borne exclusively by the Merchant.

### 5. Term & Termination of Card Acceptance

#### 5.1 Standard Termination

Card acceptance services may be terminated by either party with thirty (30) days' written notice.

#### 5.2 Immediate Termination

Inflow Pay may terminate card acceptance services with immediate effect, without notice or penalty, in the event of:

- The Merchant's material breach of these T&Cs;
- The Merchant's chargeback or fraud rate meeting the termination conditions under Section 4.2, subject to the notice and remediation process set out therein, unless immediate action is required by card scheme rules, acquiring partners, or applicable law;
- The Merchant's insolvency, liquidation, or cessation of business; or
- A requirement to terminate imposed by card scheme rules, acquiring partners, or applicable law.

#### 5.3 Post-Termination Reserve Hold

Upon termination, processing ceases immediately. Rolling reserves and any other withheld or pending amounts may be held by Inflow Pay for a minimum of one hundred and twenty (120) days following the date of the last processed transaction, and longer where required by card scheme rules, acquiring partner requirements, applicable law, or to cover pending or reasonably anticipated chargebacks, refunds, disputes, reversals, fraud losses, or scheme fines.

Chargebacks received after termination shall be deducted from held amounts. Where held amounts are insufficient, the outstanding balance constitutes a debt owed by the Merchant to Inflow Pay, enforceable in accordance with Section 3.4. Any remaining balance, net of outstanding obligations, shall be released after final reconciliation.

### 6. Pricing — Reference to Commercial Agreement

The pricing applicable to card acceptance services (transaction fees, chargeback handling fees, representment fees, scheme charges, and any other applicable charges) is set out exclusively in the commercial agreement or pricing schedule signed separately between Inflow Pay and the Merchant. All other card acceptance terms are governed by this Article 44.

*For reference, standard default pricing (subject to individual agreement): Cards: 4.00% + \$0.35 per transaction | Chargeback Handling: \$25 per dispute | Representment (if eligible): \$25 per case. These rates may vary by payment method, region, and risk profile.*

## ACCEPTANCE

By creating a Merchant Account, activating the Services, or processing a first transaction through Inflow Pay's infrastructure, the Merchant confirms that they have read, understood, and accepted these Terms and Conditions in their entirety, including all provisions relating to limitation of liability, rights of set-off and compensation, chargeback obligations, card acceptance requirements, and applicable default pricing.

These T&Cs may be accepted by electronic signature or by the Merchant's electronic acceptance during onboarding or first activation of the Services (click-accept). The effective date of acceptance is the earliest of: (i) electronic signature, (ii) click-accept during onboarding, or (iii) the date of the first live transaction processed through Inflow Pay.

### Electronic Signature

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