**GENERAL TERMS AND CONDITIONS OF USE OF FONDY**

London, 1st of May, 2018

FONDY LTD is a company incorporated under the laws of England and Wales with registration number 10063984 and registered address Studio 22 Long Acre, Covent Garden, London, WC2E9LY, England. We are authorised by the Financial Conduct Authority (FCA) under the Electronic Money Regulations for the issuing of electronic money. Our FCA e-money register number is 900705.

1. **Glossary**

**Administrative interface** - preview of the Payment Account at www.fondy.eu

**AML Act** – UK Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017

**Authentication information** - login name and password for the administrative interface

**Authorization** - **Authorization** – established procedure for receiving of the Issuing bank’s permission to perform the Transaction. Authorization shall be performed according to the requests received by FONDY from the E-Merchant in electronic form, and their authenticity shall be verified with the help of the digitalcertificate.

**Authorization code** - the unique ID number that is assigned to each transaction for authorization. The authorization code consists of a sequence of 4-6 letters and / or digits.

**Bank** - the bank which FONDY LTD provides the processing payment cards or mediating other payment methods.

**3D Secure** - security protocol that verifies transaction data and Client data during the payment by the card on the Internet.

**Cardholder** - customer ie. the natural or legal person whose name and / or name are listed on the Card purchases goods or services in an E-shop with a payment card.

**E-shop** - merchant's website, listed in the questionnaire where the merchant offers his products or services.

**Identification** - the identification of the merchant, which FONDY LTD is obliged to perform under the conditions stated in Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017.

**Card Association** - association of credit card issuers, e.g. VISA, MasterCard, American Express, Diners Club, JCB.

**Merchant application form** - a questionnaire, containing detailed information of the E- Merchant, its E-shop, type of goods or services, types of serviced payment methods. It is an integral part of Contract.

**MID** (Business Name) - Merchant ID issued by FONDY LTD allowing you to identify an E-shop in the Payment System.

**E-Merchant**- legal / natural persons who sales the goods or services

**Claim volume / CTR (Revenue Relation to Transactions) -** ratioof the sum of reports to the sum of successful transactions for the last months, expressed as a percentage.

**Turnover** - The total amount of successful authorized transactions over a certain period of time.

**Transaction** – financial activity, connected with payment for purchase or service, using the Card or other payment methods

**Payment card** - payment card of Visa, Visa Electron, MasterCard or Maestro, or other Card Organizations used for transaction.

**Payment System / Payment Gateway** - the Company’s software intended for sending the transaction data authorization request to the Bank and for the Transaction information processing.

**Payment account** - Account held by FONDY LTD for merchant

**Transaction Data** - information on the Transaction, the Card used for the Transaction and the Cardholder’s identification.

**Business Day Closing** - A set of processing operations for a mercahnt's transactions per business day, specified in the payment system or other location.

**Successful authorization** - the consent of emitting Bank to perform a Transaction and withdrawal from the Cardholder’s account..

**Issuing Bank** - Bank issuing a payment card.

**Settlement** - Monthly payments which FONDY sends to the Mercahnt’s bank account for E-Shop transactions in recent months.

**Customer** - natural person or legal entity who is buying the goods or services at the Merchant’s E-shop

* 1. Scope of these terms of use

These terms of use govern the opening, use and closure of your FONDY business account and other related payment services as referred to herein. Together with our Privacy Policy and any other terms and conditions referred to herein, they constitute the legal relationship between you and us. For the use of additional services you may have to accept additional terms and conditions as notified to you when you are ordering or using such services. You are advised to print or download and keep a copy of these Terms of Use for future reference. You can always view the current Terms of Use on our website.

You are also advised to read the answers to the Frequently Asked Questions which are published on our website

* 1. Conclusion of the contract

1.3.1 Before entering into a contract, the E-Merchant is required to complete the E-Merchant application form

1.3.2 With respect to the verification of the data provided by the E-Merchant in the E-Merchant application form, FONDY has the right to request the submission of the following documents:

(a) for legal persons

- the Certificate of Incorporation

- a copy of the identity card of the statutory body, a member of the statutory body, the person who is entitled to act as a legal person,

(b) for natural persons

- trade license

- a copy of the ID card.

1.3.3 FONDY will send a draft of the Contract in two copies of the Contract, each of which shall be signed by the statutory body or by another person authorized to act or represent the E-Merchant. FONDY LTD shall indicate to E-Merchant what way will require the Identification of him, see point 1.3.2.

1.3.4 The E-Merchant is obliged to fill in the relevant data and signature in the draft of the Contract. The Contract will be sent back in two copies to FONDY LTD. The Contract is concluded at the moment of signing FONDY LTD, the E-Merchant and delivery of one copy of the signed Contract at the address of the E- Merchant.

1.3.5 If E-Merchant makes any changes or additions to the draft of the Contract or if he adds a draft of the Addendum, Conditions or Reservations, it is rejection of the draft of the Contract. This edited or changed Contract is considered a new draft of the Contract.

1.3.6 FONDY LTD reserves the right to:

a) contact the E- Merchant by phone and verify the information he has provided in the E-Merchant Application form, or during the negotiations of the Contract,

(b) require, before the conclusion of the Contract, the submission of documents according to the conditions and to the extent referred to in points 2 GTC,

c) not to send the Contract to the E-Merchant or not accept the Contract sent by E-Merchant, without giving any reason.

* 1. FONDY LTD is authorized at any time during the term of the Contract to verify the E-Merchant's contact details, authorization for his business, and to request further documentation for the identification, purpose and intended character of the subject matter, and further to fulfill all legal obligations under the AML Act. The E-Merchant is required to provide the necessary assistance in obtaining these documents.

**2 E-Merchant identification and check**

2.1 Making a E-Merchant Identification is a prerequisite for a valid Contract to be concluded and the E-Merchant may transfer the funds received through the Payment Gateway to the bank account specified in the Contract

2.2 Before the entering a contractual relationship, FONDY has to find out the information must about nature of the transactions and the actual ownes of the E-Merchant.

2.3 In order to properly meet AML requirements, the E-Merchant is obliged to notify any changes to FONDY LTD in writing or electronically in good time that may affect the proper performance of the GTC, in particular changes in the organizational structure of the E-Merchant and its ownership structure, changes in the name of the company and its registered address, changes of real owners, changes in the offered kinds of goods and services, the cancellation of websites. FONDY LTD is authorized to check compliance with this undertaking and request the E-Merchant to cooperate.

2.4 FONDY LTD is entitled to request a new identification or further documentation of the E-Merchant who has entered into a written Contract in the event that individual Transactions or any sum of payments received through the Payment Gateway or payment to the E-Merchant’s bank account was evaluated and / or as a risky or suspicious person by the FONDY LTD. In this case, the E-Merchant is required to provide the necessary co-operation. Until proper identification occurs, FONDY LTD is authorized to withhold (block) funds on the Payment Account. The transfer of retained funds will be within 3 working days of the date when the Identification is done or suspension is closed.

2.5 In accordance with the rules applicable to payment services performed through the offered payment methods, FONDY LTD may require certain E-Merchant to fulfill certain additional conditions before the providing of the service. These additional conditions may apply in particular to retailers who are online airline dealers or operators of betting, discount and gaming portals and more.

2.6 FONDY LTD is not liable for any damages caused to the E-Merchant in connection with the rejection of the Transactions or the withholding of the funds due to the 2.3 GTC.

**3 General Rules for the Operation of Payment Gateways**

3.1 Under the Contract concluded with the E-Merchant, FONDY LTD undertakes to allow the E-Merchant to use the Payment Gateway to receive and process payments from the E-Merchant’s Clients for ordered goods or services in E-shop. In order to use the Payment Gateway, FONDY LTD undertakes to maintain a Payment Account for the E-Merchant within the Payment Gateway and to have access to this account via www.fondy.eu. Money on the Payment Account is a sum of cash from the Transactions booked by FOND LTD in favor of the E-Merchant which has not been paid to the E-Merchant on his bank account specified in the Contract and from which the commission of FONDY LTD agreed upon in the contract has been deducted.

3.2 FONDY LTD will enable the E-Merchant to implement the system tools required for communication between the Payment Gateway and the E-shop. By implementing a system tool, E-Merchant websites will be linked to a payment gateway. Implementation of the Payment Gateway and individual payment instruments are executed by the E-Merchant. FONDY LTD undertakes to support the E-Merchant in connection with the implementation of the payment instrument by providing him / her with information on the installation and the use of the Payment Gateway in the E-Merchant's E-Shop. The E-Merchant is required to proceed with the implementation of the documentation available on the Payment Gateway site.

3.3 After signing the contract, the E-Merchant will create a Payment Account at www.fondy.eu using his / her email address and password. After logging on for the first time, the payment account administration interface has access to the configuration data (MID, KEY, eshopID) needed to complete the implementation of the payment gateway into E-shop.

3.4 The E-Merchant is not permitted to make any changes to the system tools or interfere with their functions or to act contrary to the instructions for implementation by documentation on the use of system tools.

3.5 Payments made through the Payment Gateway are only eligible for the right to use the instrument under which the payment is processed, especially when the card is the cardholder's card. Any abuse will be reported by FONDY LTD immediately to the relevant authority.

3.6 The E-Merchant should make available to the Customer on the website the appropriate form or other solution for the payment. Payment data is then automatically sent to the Partner of the system through the Payment Gateway.

3.7 By the Contract, the E-Merchant undertakes to pay FONDY LTD compensation for the use of the Payment Gateway by payment of the fees mentioned in the Appendix 1 of the Contract. Furthermore, he undertakes to observe the obligations and rules in the Contract or in these GTAC.

3.8 Money on the E-Merchant s bank account will be sent at time intervals according to the Appendix 1 of the Contract.

3.9 The E-Merchant acknowledges and agrees that in case of suspected fraudulent activity, the contractual partners (in particular the banks) of FONDY LTD and their employees may turn to him and that in such a case he is obliged with such a contractual partner to communicate, respond to its recommendations and follow its instructions, all this to the extent necessary to investigate suspicion of fraudulent activity.

3.10 The E-Merchant will refrain from paying cash or traveler funds if the sole purpose is to enable the cardholder to purchase goods or services from the E-Merchant in cash.

3.11 The E-Merchant shall refrain from paying any cash to the Customer who made the purchase by means of a payment method. All refunds will be made to the account for which the payment card used for the purchase was issued or for which the payment was made for purchase.

3.12 The E-Merchant acknowledges that payment service providers (in particular for payment services provided through payment cards) may be entitled at any time to require FONDY LTD to cease in relation to the use of the Payment Gateway to provide such a payment service. In such a case, FONDY LTD is obliged to discontinue the provision of the Service without undue delay to the E-Merchant, and with such authorization, the E-Merchant agrees and is accredited.

3.13 Operations performed within the Payment Gateway are not banking operations. All Transactions are set and executed in all currencies or according to the Annex 1 of the Contract.

3.14 All funds on the FONDY LTD bank account to which the E-Merchant is entitled to receive Customer payments are kept separately from other FONDY LTD funds that are not subject to the Transactions. This money may not be used for other purpose than reimbursement to individual E-Merchants, or for Rreturn to Customers.

3.15 FONDY LTD reserves the right to block funds:

3.15.1 When executing a decision with an Execute Order from the FONDY LTD Payment Account ordered by a court, executor, tax office or other authorized body against the E-Merchant.

3.15.2 If FONDY LTD is required to block, under a valid legal regulation, an enforceable decision of the court or government body.

3.15.3 Under the agreement of FONDY LTD and the E-Merchant.

3.15.4 In such cases, FONDY LTD is not liable for damages, if any.

3.15.5 FONDY LTD may block funds on the Payment Account only for the necessary time if:

3.15.5.1 It is suspected that money on the account is intended to commit a criminal offense.

3.15.5.2 It is suspected that funds on the account coming from a criminal activity or involving a suspicious transaction under the AML Act.

3.15.5.3 It is suspected that money is intended to finance terrorism.

3.15.5.4 For security reasons, if there is a suspicion that an unauthorized payment transaction was made on the E-Merchant's Payment Account.

3.15.5.5 In case of the E-Merchant violating the obligations under the GTC and the Contract.

3.15.5.6 In case of a declaration of execution, bankruptcy, restructuring, liquidation of the E-Merchant.

3.15.5.7 For corrective settlement purposes.

3.15.5.8 In case of a claim by the Cardholders.

3.15.5.9 In case that a E-Mercahnt violates the Card Association Rules or a Cooperating Bank and FONDY LTD, he / she is in danger of doing so.

3.16 The E-Merchant is required to provide FONDY LTD or the Contractor with the necessary co-operation in due time and allow FONDY LTD to properly and timely implement the relevant laws and, where applicable, the contractual arrangements and to provide all necessary co-operation to FONDY LTD for this purpose.

3.17 The E-Merchant acknowledges and agrees that the regulations issued by card associations or our contractual partner, the Bank, take precedence over contractual arrangements between FONDY LTD and the E-Merchant. Furthermore, the E-Merchant undertakes to abide by the Card Association regulations.

3.18 The E-Merchant can’t discriminate any payment methods against any of these or otherwise allows the customer to use the particular methods. It is also not permitted to set a minimum or maximum amount for individual payment methods unless a restriction decision has been made directly by FONDY LTD.

3.19 The E-Merchant is not entitled to make any changes in the amount of the final price of the goods or services offered by the E-Merchant, depending on the chosen payment method (eg, Set a lower price for payment of the goods on a paycheck compared to payments through the Payment Gateway). The E-Merchant is also not entitled to deny the Customer's legitimate claim on the grounds that the payment of the goods or services was made via the Payment Gateway.

3.20 The E-Merchant is not entitled to divide the price of one piece of goods or more of the same items of goods within a single order paid through the Payment Gate to multiple payments, and allows payments to be made in different ways or by payment methods.

3.21 The E-Merchant is also required to ensure high-performance data protection standardsin E-shops related to transactions for which the Customer pays through the payment gateway. The E-Merchant is also required to protect Web sites and servers from being infected by computer viruses or third party attacks, to provide such protection through a third party with appropriate professional qualifications.

3.22 FONDY LTD reserves the right to change security standards, in particular on the basis of changes made by partners.

3.23 The E-Merchant has realized that authorization of payments made by individual customers is ongoing under the conditions set by the Payment gateway Partners. FONDY LTD has no responsibility for authorizing these payments. FONDY LTD also has no responsibility for hacking or phishing in the partner's systems.

3.24 FONDY LTD is required to provide the E-Merchant with access to the Payment Gateway web administration interface at www.fondy.eu if the FONDY interface is available to the E-Merchant and in the production state.

3.25 The E-Merchant is required to provide unauthorized persons with protection from misuse (eg, do not place them in the presence of other persons to protect against the penetration of the so-called Trojan nests to record the keyboard). FONDY LTD assumes no responsibility for the loss or disclosure of the password by the E-Merchant and is not responsible for any damage caused by a third party unless it proves to have been caused by its proven fault on FONDY LTD.

3.26 The E-Merchant is fully responsible for all consequences associated with the demonstrable unauthorized misuse of the payment gateway or administrative interface or unauthorized access to its Payment Account, no matter what measures and security the E-Merchant uses for the job with a payment gateway or for accessing the administrative interface and the payment account.

**4 Fundamental rights and obligations for using the Payment Gateway**

4.1 The E-Merchant undertakes to accept payment by payment cards or other payment methods for the goods or services provided in the E-shop.

4.2 The E-Merchant is obliged to make available to the Customer in the E-shop the following data:

4.2.1 A detailed description of the goods or services offered through the Website.

4.2.2 Terms of Return of the Customer in the case of legitimate claims or the possibility of returning the goods under the law (eg In the case of E-Mercahnts operate the Internet Store Marking the E-Merchant's Name, contact details, including e-mail address or telephone number for customer support purposes)

4.2.3 The full address of the E-Merchant's registered office according to the commercial register (not P.O. box) business address according to the Companies Register.

4.2.4 Payments menu, sales restrictions, or other legal restrictions, if relevant (eg Minimum age, etc.).

4.2.5 Terms of Delivery of Goods or Services.

4.2.6 Privacy Policy.

4.2.7 Methods of Securing Transaction by the E-Merchant.

4.3 The E-Merchant is obliged to provide information about the goods or services sold on his Website according to the article 4.2 GTAC. In case that information under this provision is not provided by the E-Merchant, FONDY LTD is entitled to refuse to process Transactions that are subject to a payment for goods or services for which the information was not provided. In this case, FONDY LTD is entitled to fully prevent the E-Merchant from accessing the Payment Gateway.

4.4 The E-Merchant is required to ensure that only the goods or services offered by the Website are offered in compliance with the law. If FONDY LTD detects that

the E-merchant's E-Shop offers goods or services whose sale or provision is prohibited by law, is inconsistent with FOND LTD, the requirements of Partners or Card Associations, in particular:

4.4.1 pornographic products or services of an erotic character,

4.4.2 products displaying or promoting child pornography or other sexual practices that meet the characteristics of pornography,

4.4.3 dissemination of narcotics, psychotropic substances or poisons,

4.4.4 sales of medicinal products subject to medical prescription,

4.4.5 sale of tobacco products,

4.4.6 the sale of goods or the offer of services through which the promotion or promotion of criminal activities or the circumvention of effective technical means of copyright protection may occur,

4.4.7 Goods or services that promote the views of the extreme right or extreme left,

4.4.8 goods or services promoting religious networks,

4.4.9 other goods or services that are liable to damage the reputation of FOND LTD or the Payment Gate of Partners or other third parties,

FONDY LTD is entitled to refuse payment processing for such goods or services, or to completely stop using the Payment Gateway. Such a denial of payment processing or total suspension of the Payment Gateway is not a defect or breach of the Contract by FONDY LTD. In case that FONDY LTD arises as a result of the sale of the E-Merchant's goods or services, the E-Merchant is obliged to replace this damage to FONDY LTD in its entirety.

4.5 The E-Merchant shall immediately inform FONDY LTD about any orders received goods or services on which receives information that a customer be paid through a Payment Gateway, and which may be based suspicion that it means there may be to commit a crime or to legalization of proceeds of criminal (in particular an unusual quantity or type of ordered goods, repeated registration of the Customer for the goods or services of the E-Merchant, suspicious information provided by the Customer as part of the registration or order, etc.).

4.6 The E-Merchant is obliged to keep records and documents on the orders executed (in particular the name and surname of the Customer, the date of the order, the order number, the order amount, the type of goods or services that were the subject of the order, the data related to the sale and delivery of the goods or services, in particular, proof of dispatch, receipt mail, invoice, proof of reservation or order) for at least 10 years after delivery of the goods or services to ensure maximum protection of data and documents and submit their copies to FONDS LTD at the latest within 2 working days of FONDY LTD requests to send documents. If, in the event of failure to provide the documents under this Article, FONDY LTD becomes damaged by the E-Merchant, the E-Merchant undertakes to pay this damage to FONDY LTD in full amount.

4.7 The E-Merchant is not entitled to entrust a third person with the exercise of rights and obligations under the Contract.

4.8 The E-Merchant will not allow third parties to accept Payment Cards for the purposes of payments for goods and services.

4.9 The E-Merchant is obliged to immediately contact FOND LTD and return the received amount in full in case that the E-Merchant is unable, for any reason, to deliver the goods or provide a service, and will not be able to provide FONDY LTD with a receipt of the goods corresponding to the order of the Customer.

4.10 The E-Merchant is responsible for breach of the Contract. The E-Merchant is obliged to reimburse any claim for damages to FONDY LTD within 15 days of receipt of the claim for compensation unless the claim is paid by offsetting from the E-Merchant's Payment Account.

4.11 Upon completion of the Transactions, when the goods are delivered and service provided to the Customer, the E-Merchant is obliged to issue to the Customer a tax document containing all the elements required by the legislation.

4.12 The E-Merchant is obliged to place logos of payment card acceptance in E-shop visibly, including the logo "Verified by Visa" and "MasterCard Secure Code" and other logos of payment methods, which FONDY LTD is obligated to provide for this purpose to E-Merchant in electronic form.

4.13 The E-Merchant is obliged to inform FONDY LTD without delay of the opening of insolvency proceedings or the filing of a bankruptcy proceeding involving the bankruptcy or bankruptcy of the E-Merchant. In case of breach of this obligation, the E-Merchant is liable for the damage incurred in this respect in full amount.

4.14 In case that the E-Merchant reaches an annual turnover through the Payment Cards of one Card Association (the total amount of Payment Transactions received through the Cards of this Card Association exceeding the amount stated in the Card Association's terms and conditions) according to the exchange rate valid on the day of the evaluation of this criterion, he undertakes to call FONDY LTD immediately conclude a new tripartite agreement with FONDY LTD and the processing bank to continue to provide a Payment Card Acceptance Service. The rights and obligations of the parties to the Contract (including the amount of the commission and other fees will remain in the tripartite contract to the extent that they are not transferred to the processing bank). By concluding a tripartite agreement, the Processing Bank takes over FONDY LTD's rights and obligations and is responsible for their compliance with the card associations - for this reason both FONDY LTD and the E-Merchant are obliged to accept any specific requirements of the Processing Bank over and above the contract regarding that liability. In such a case, the E-Merchant is obliged to provide the Processing Bank with all information required by the Processing Bank in accordance with the Card Association Directives to conclude a contract with the E-Merchant.

4.15 The E-Merchant is required to designate one of his / her staff as a contact person to address the operational issues of the use of the Payment Gateway. If no other person is appointed, the person referred to in the Contract is deemed to be the contact person. FONDY LTD and the E-Merchant shall promptly inform, through information services or other appropriate means, of any future changes to their staff responsible for the mutual communication and handling of the tasks related to the operation of the Payment Gateway and the performance of the contract, and in particular any changes in their contact details.

4.16 The E-Merchant undertakes to maintain strict confidentiality of all information that constitutes the content of the Contract or which has been learned under the Contract. This obligation applies to information regarding FONDY LTD and its contractual partners, as well as information regarding the Processing Bank or other Partners, and information regarding the Cardholders. The E-Merchant is not entitled to provide this information to a third party, except in the case of information which is available from public sources or is known to a third party otherwise than as a result of a breach of the E-Merchant 's obligation under this Article.

4.17 The E-Merchant is not authorized to store payment card information in any way such as Credit Card, Expiration Date, CVV2, CVC2, or Magnetic Strip data. The E-Merchant is not entitled to request Payment Card Holders in any way to provide information about their Payment Cards.

4.18 The E-Merchant agrees that the FONDY LTD Partners, which provide the the Payment Methods to the E-Merchant, have included the name of the E-Merchant and its Websites on the list of their contractual partners, for which the E-Merchant will use the Payment Method.

**5. Processing of payments**

5.1 The payment gateway may be used solely for the processing of Transactions executed in the E-Merchant's E-Shop, for goods or services offered through its Web site.

5.2 As soon as Customer has confirmed the Payment Form on the E-Merchant's Website and chooses the Payment Method via the Payment Gateway, it is automatically redirected to the relevant pages: in the case of a card payment to the Payment Gateway Partner's web site that performs authorization and clearing operations, transfer to the Payment Gateway Partner's sites, that is, the respective banks, and other forms of payment, then to the Payment Gateway Partner's website, the relevant institutions which process the Paying Methods.

5.3 In order to complete the payment, the Customer should confirm in E-shop the payment form of the respective Payment Gateway Partner, according to the rules established by these Partners. Payment can not be completed if the Customer changes any payment information when makes this payment.

5.4 If the Customer points out funds to the E-Merchant through the Payment Gateway and carries out all the operations required by the Partners properly, including the positive Authorization by the Partner, the Transaction will receive the "Approved" status. The Authorization of the Transaction to Customers is deemed to complete the order for payment according to the selected Payment Method. Once the payment order is received, the order is accepted by the customer's bank or the card issuer. The customer is not entitled to revoke a payment order from the moment of its acceptance by its bank or card issuer. The money is given to the E-Merchant on his / her Payment Account from the moment when their status changes to "Approved", the E-Merchant is always informed on Payment Account. All time limits for executing payment transactions are met by FONDY LTD when the funds are credited to the Payment Account. Receiving a Positive Authorization Response from the System Partner is a precondition for Transactions to be "Approved". If FONDY LTD receives a negative Authorization Response for the Transaction, the E-Merchant will be informed of this fact and the Transaction will be marked with the appropriate status indicating the reason for its incompleteness.

5.5 Payments with the "Approved" status received via the Payment Gateway in favor of the E-Merchant are from a Payment Account transferred exclusively to a bank account specified by the E-Merchant in the Contract.

5.6 Any changes to the E-Merchant's bank account on which the funds are transferred from the Transactions may only be made in the form of a written addendum to the Contract - FONDY LTD will not for the sake of security take into account any unilateral notices of change of the E-Merchant's bank account, irrespective of the form notification or person of the notifier.

5.7 A Debit Authorization Limit for Payment Transactions made by Payment Cards at the Payment Gateway is set for the E-Merchant.

5.8 A E-Merchant is bound by the authentication and authorization of the Transaction and undertakes to respect it. It is not authorized to receive payments of Transactions that have not been authorized and matched by the Card issuer.

5.9 The E-Merchant has the option to return the transferred payment (which has the status of "approved") back to the Customer. FONDY LTD undertakes to return the payment on the next business day following the day on which the E-Merchant has issued a return order, provided only that the balance on the E-Merchant's Payment Account is positive and the higher positive balance exceeds the amount to be returned to the Customer upon the E-Merchant 's order. FONDY LTD is not liable for any damages or other claims of the Customer arising from the failure of FONDY LTD to return the payment for failure to meet both of these conditions. However, the E-Merchant shall not be entitled to the return of the FONDY LTD commission, the incoming transaction fee, or any other E-Merchant's performance agreed upon in the Contract.

5.10 In case that the E-Merchant for any reason returns to the Customer a payment which was paid by the Customer through the Payment Gateway, the E-Merchant is obliged to return this payment via a Payment gateway or non-cash transfer from the E-Merchant's bank account, specified in the Contract, solely by credit on the credit card which the Customer has used to pay for goods or services. FONDY LTD is not entitled to return these payments in cash to the E-Merchant even when personally returns of goods on the E-Merchant's land shop.

5.11 The E-Merchant has the option of returning only part of the payment (which has the status of "approved") back to the Customer. Even in the case of a refund of a portion of the payment, the E-Merchant is not entitled to refund the Commission or its proportion, the Fixed Fee or its proportional portion, or any other transactions of the E-Merchant agreed upon in the Contract.

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| 5.12 Fixed limits |
| The number and amount of chargebacks:  5.12.1 Total number of chargebacks by MasterCard cards shall not exceed 50 per month.  5.12.2.The Chargebacks-to-Transactions ratio received by MasterCard cards shall not exceed 0.50% per month.  5.12.3. Total amount of chargebacks by Visa cards cannot exceed 100 occurrences per month.  5.12.4.The Chargebacks-to-Transactions ratio received by Visa cards shall not exceed 1.50% per month. |
| The number and amount of fraudulent Transactions shall not exceed  MasterCard (all following factors taken together):   1. Fraudulent transactions cannot exceed 3 occurrences per month. 2. Total amount of fraudulent transactions cannot exceed GBP 2400.00 per month. 3. Fraudulent transactions cannot exceed 3% (three percentages) of total amount of transaction per month.   VISA (all following factors taken together):   1. Fraudulent transactions cannot exceed 15 occurrences per month. 2. Total amount of fraudulent transactions cannot exceed GBP 12 000 per month. 3. Fraudulent transactions cannot exceed 2,50% (two and a half percentages) of total amount of transaction per month. |

**6. Fees**

6.1 FONDY LTD is entitled to a fee for the use of the Payment Gateway - A Commission of each Transaction made through the Payment Gateway. The amount of the commission is negotiated depending on the E-Merchant's turnover and the average amount of the Transaction over a specified period, the amount of the commission may change over the term of the Contract under the terms and conditions agreed in the Contract. In addition to the commission, FONDY LTD is also entitled to a Fee from Incoming Transactions from each Transaction, the amount of which is also agreed in the Contract.

6.2 FOND LTD is entitled to the Income and Fee for an Incoming Transaction when the relevant Transaction in favor of the E-Merchant receives "Approved" status, and FONDY LTD is entitled to withdraw the amount of the amount to be unilaterally withdrawn from the E-Merchant's Payment Account as soon as it receives the "Approved" status.

6.3 By signing the Contract,, the parties agree that FONDY LTD is entitled to unilaterally withdraw a amount corresponding to the amount of the Monthly Fee, if it is stipulated in the Contract, at the moment when the E-Merchant has executed at least one successful payment transaction through the payment gateway in the given calendar month. The monthly fee is charged in the next monthly billing period retrospectively for the previous billing period.

6.4 By signing the Contract, the parties agree that FONDY LTD is entitled to unilaterally withdraw a amount corresponding to the Transfer Fee if specified in the Contract at the moment when the E-Merchant has requested, for his / her one-time instruction or automatically according to the administration interface setting, of funds to your bank account, for each such transfer.

6.5 By signing the Contract, the parties agree that FONDY LTD is entitled to unilaterally withdraw the cash amount in accordance with Attachment 1 of the Contract (Refund Fee) at the moment when the E-Merchant has requested to return the selected funds from a particular Transaction back to the Customer for each such refund of the selected funds.

6.6 By signing the contract, the parties agree that FONDY LTD is entitled to unilaterally withdraw the cash amount according to the Attachment 1 of the Contract (Chargeback Fee), as soon as FONDY LTD receives the card association claim information for each such claim of payments.

6.7 FONDY may carry out any currency conversion required to effect the services and to make remittances or settlements to the E-Merchant in the settlement currency selected in Annex 1 of the Contract where the corresponding Transactions were effected in a different currency, with such currency conversions being made in accordance with the Contract and any applicable laws and regulations. FONDY will convert the relevant Transaction value into the remittance or settlement currency at a rate and spread as FONDY determines in its discretion acting reasonably.

The E-Merchant acknowledges and agrees that in order to carry out any currency conversion, FONDY may engage a third party provider and that FONDY may use funds otherwise required to be held or held in the E-Merchant's payment account with FONDY and/or in any account in which funds corresponding to the E-Merchant's receivables under the Contract are held and transfer such funds to any third party provider or counterparty in advance of receiving the corresponding funds back in the relevant currency.

6.8 FONDY LTD reserves the right, in some justified cases, to request an entry deposit from the E-Merchant.

**7. Rights and obligations of FONDY LTD**

7.1 FONDY LTD undertakes to provide the E-Merchant with a Transaction Acceptance Service through the Payment Gateway and to ensure the implementation of the Payment Gateway to the Website and to link the Payment Gateway with the Processing Platform or other Partner Banks. FONDY LTD undertakes to accept payments made through Customer's Payment Cards or other payment methods provided by FONDY LTD under the payment gateway to the E- Merchant and to pay these payments to the E- Merchant in the manner specified in the GTAC.

7.2. FONDY LTD undertakes to provide through the Processing Bank the transfer of authorization of the Transaction, ie verification that the Payment Card is valid at the moment of the Transaction, whether it is blocked or is not on the List of Payment Cards to be detained and whether the Card Holder in the Bank account is sufficient of the funds for the settlement of the Transaction.

7.3 FONDY LTD undertakes to clear the executed Transactions reduced by the amount of the commission for the operation of the Payment Gateway on the FONDY LTD Payment Account held for the E-Merchant within the Payment Gateway.

7.4 FONDY LTD undertakes to send to the E- Merchant the statements of cleared transactions.

7.5 FONDY LTD undertakes to notify the E-Merchant of the decision of the Processing Bank about the eligibility of the claim filed by the Card Holder, the Card Issuer, the Card Association or the Partner.

7.6 FONDY LTD is entitled not to pay to the E-Merchant the amount of the Transaction or to settle its receivables arising from the failure to settle the financial obligations of the E-Merchant against FOND LTD from a particular Transaction against the E-Merchant's claim for the payment of the Transactions from the Payment Account in the event that a payment has been made under conditions that do not comply with the provisions of the GTAC or if the Cardholder, Card Issuer, Card Association or Partner object to the Transaction and the Processing Bank or FONDY LTD will find the objection after a prior negotiation with the E-Merchant or if the E- Merchant breaches any obligation under the GTAC and fails to pay properly and in a timely manner his obligations towards FONDY LTD, or if there is a suspicion of any other fraudulent behavior of the E- Merchant.

7.7 FONDY LTD is entitled to refuse to make payment within the Payment Gateway, to prevent the E- Merchant from accessing the Payment Gateway or the administration interface, in particular in the case of:

7.7.1 If there is a reasonable threat to the Payment Gateway by computer viruses from the E-Merchant's Website.

7.7.2 If the information provided in the GTAC is not disclosed and disclosed in E-shop.

7.7.3 If they become aware of the unlawfulness of the goods or services offered in the E-shop as well as the unlawful content of the E- Merchant's Website.

7.7.4 If it becomes aware that the goods or services offered in the E-shop as well as the contents of the Website are in violation of the principles or obligations set forth in the Contract or these GTAC.

7.8 FONDY LTD is entitled not to enter into a Contract with the E-Merchant in the extent to which Payment Card Acceptance is accepted if the Processing Bank or the Card Association claims to exclude the E- Merchant from providing the Payment Card Acceptance Service.

7.9 In the event of a legitimate non-disclosure to the Payment Gateway, the E- Merchant shall not be entitled to a refund of any commission already paid, an Incoming Transaction Fee, or any other fees or charges or any proportions thereof.

7.10 FONDY LTD is obliged to ensure the ongoing maintenance of the Payment Gateway as well as the necessary hardware or software necessary for the proper operation of the Payment Gateway. In this regard, FONDY LTD is authorized to temporarily disable the respective server, its operation is significantly reduced (outage).

7.11 FONDY LTD announces the outage in advance in the form of a notification to the E- Merchant via an e-mail message.

7.12 FONDY LTD thus does not guarantee continuous or uninterrupted access to the administration interface or the continuous or uninterrupted functionality of the Payment Gateway. However, FONDY LTD is required to make an effort that may be fairly demanded from it so that payment processing within the Payment Gateway takes place in a timely manner.

**8. Privacy Policy**

8.1 FONDY LTD processes and uses contact details of E- Merchant exclusively for communication with the E- Merchant, these data are not made available to or provided to third parties, except for access to FONDY LTD employees, processors with whom FONDY LTD has concluded a written agreement on the processing of personal data, it will be necessary to fulfill the legal obligation further to the contractual partners whose payment methods FONDY LTD offers to provide the payment service to the E- Merchant and the persons appointed by FONDY LTD to communicate and identify the E- Merchant.

8.2 With copies of all the documents obtained, FONDY LTD is obliged to treat as confidential information and to keep it only for the time strictly necessary according to the AML Act.

8.3 The E- Merchant 's personal data is processed by FONDY LTD for the duration of the contract. The Data Processing E-Merchant agrees and is required to provide the consent of the acting, representative, or other contact person who, upon registration or in the Contract, has provided. The E- Merchant acknowledges that FONDY LTD is entitled to require approval from the point of view of providing the correct payment services when placing new payment methods with the transfer of personal data to another Partner. Without granting this consent, payment services may not be provided by these Payment Methods.

8.4 FONDY LTD ensures the protection of the personal data provided by appropriate technical and organizational measures so that unauthorized or accidental access to them and any misuse thereof can not occur.

8.5 FONDY LTD may, exceptionally and only on a one-off basis, make the Customer's personal data available to the E- Merchant, except in cases where GTAC claims are processed by FONDY LTD only for the duration of the relevant claim. The E- Merchant is obliged to provide consent to the provision of personal data to FONDY LTD's customers.

8.6 Every person concerned has the right to request FONDY LTD for explanation, or request the removal of personal data from FONDY LTD databases and systems if it believes that FONDY LTD processes its personal data in contravention of the Contract (if it is also a E- Merchant) or by law. FONDY LTD will make the request of the person concerned in the manner specified in the GTAC.

**9. Complaints and Liability**

9.1 Dealing with defects and claims by E-Merchants:

9.1.1 Claims relating to services provided by FONDY LTD at the Payment Gateway shall be announced by the E-Merchant electronically to the following email address: support@fondy.eu, or by regular mail to FONDY LTD Studio 22 Long Acre, Covent Garden, London, WC2E9LY, England. If the Authorized Officer or any other person of the E-Merchant does not accept the telephone complaint, the E-Merchant undertakes to make a written complaint in one of the above ways.

9.1.2 The written complaint is the reasoning, the concept of the entities involved in the Transaction, and a detailed description of the problem, including scans, description of the contents of any error messages. In the case of telephone complaints, the E-Merchant is required to provide the data that the Authorized Officer asks for, send scanned documents or the contents of error messages. FONDY LTD is not responsible for any delays arising from defect complaints (Notification of defects).

9.1.3 The E-Merchant is obliged to ensure that Customer's claims regarding the Payment Gateway and Transactions are sent only to the E-Merchant. In particular, the E-Merchant is required to inform Customers of complaints / complaints procedures, including their contact details. The E-Merchant is also obliged to first examine each complaint by self-help. If it finds that the reason for the complaint is not the E-Merchant's fault, but FONDY LTD, the E-Merchant will then proceed as described above in Article 9.1.1. and 9.1.2. of the GTAC.

9.1.4 All disputes between E-Merchant and Customers regarding orders will be settled exclusively between them. FONDY LTD does not assume any responsibility for such Transactions or disputes. This does not affect the obligation of FOND LTD to pay the bank an amount equal to the amount of the Transaction if the Customer rightfully claims the Transaction pursuant to Art. 2.9 of the GTAC and the corresponding right of FONDY LTD to require the E-Merchant to make a regressive payment of this amount in accordance with Art. 9.2.4. of the GTAC.

9.1.5 All claims will be reviewed by FONDY LTD within 40 days of their submission. However, if the clarification and resolution requires cooperation with the Partner, the period may be extended for a period of time to obtain the relevant information from the Partner.

9.2 Solving Customer's Claims for Payments by Credit Card or Other Payment Method:

9.2.1 The Customer has the right to claim the Transaction made through the Payment Gateway either directly to the bank that issued the relevant Payment Card or to another payment service provider whose FONDY LTD Payment Method offers. The customer can, for example, claim that he has not received the ordered goods or service or that he or she has not received them without any defects or has been unduely taken out of the account twice. In the event of such a claim, the Bank has the right to request from FONDY LTD information and documents relating to the Transaction, and it also has the right to unilaterally withdraw from the bank account FONDY LTD funds at the amount corresponding to the Transaction, including the relevant fees or commission unless FONDY LTD proves that the delivery of the goods eventually. The provision of services was in accordance with the Contract concluded in the E-shop between the E-Merchant and the Customer.

9.2.2 Due to the obligations of FONDY LTD and the rights of the Customer and the Banks mentioned above in Art. 9.2.1. the E-Merchant is obliged to provide FONDY LTD with all the necessary co-operation, in particular it is obliged to provide FONDY LTD with all relevant information on the Transaction carried out concerning the Customer's claim and the Bank's request and further the E-Merchant is obliged to deliver FONDY LTD within 3 days of receipt of its request, to the relevant Transaction in particular the following documents:

9.2.2.1 A tax document issued to the Customer, which shall contain all the details in particular the exact identification of the Customer.

9.2.2.2 Copy of the confirmation of dispatch of the goods or confirmation of the provision of the ordered service, or other similar documents proving that the provision of goods or services by the E-Merchant was in accordance with a contract concluded with the Customer, including documents on the provision of goods or services to the Customer.

9.2.2.3 Identification data of the Customer who ordered the delivery of the goods or the provision of the service which are the subject of the claim.

9.2.3 The E-Merchant is required to keep these documents at least for 24 months from the date of processing of the Customer's order for the purpose of providing the documents required in connection with the Customer's Claims Equipment. The E-Merchant is further required to ensure that, based on the delivery of the goods or services ordered through the website, the documents with the particulars listed in Art. 9.2.2. of the GTAC.

9.2.4 The E-Merchant notes that banks or Card issuers set out to clarify the Transaction and Customer's complaints within a length of time that generally does not exceed ten (10) days. If the E-Merchant does not provide the information and documents listed above in Art. 9.2.2. within ten (10) days from the date on which he is notified in writing, FONDY LTD is entitled to unilaterally withdraw funds from the E-Merchant 's Payment Account, including commissions, any fees, and penalties or other payments. FONDY LTD is also entitled to unilaterally withdraw funds from the E-Merchant's Payment Account and will, in spite of the timely delivery of information and documents from the E-Merchant, reveal that the Customer's claim was justified. FONDY LTD is always obliged to justify and substantiate the E-Merchant's removal of funds.

9.2.5 If FONDY LTD charges, in accordance with Art. 9.2.4., money from the Payment Account, the E-Merchant is not entitled for the return of FONDY LTD Commission, Fee for Incoming Transactions or any other E-Merchant's Cash Benefits agreed upon in the Contract. If there is insufficient funds on the E-Merchant's Payment Account, FONDY LTD will be entitled to the payment of the amount of money corresponding to the amount withdrawn from the FONDY LTD Bank account (Article 9.2.1.). However, if the Customer's claim was justified, but the cause of the claim was on the bank's side due to a double or multiple withdrawal of funds from the Customer's account (caused by error or error on the Bank's side), FONDY LTD is entitled to withdraw from the E-Merchant only the amount corresponding to the amount of unwarranted enrichment. FONDY LTD does not qualify for the Commission or the Incoming transaction fee if such a payment is returned.

9.2.6 The E-Merchant who are identified by FONDY LTD as being at risk (in view of the subject of their activities, the specifics of the products and services offered, or the country of their registered office or the place of their owners), FONDY LTD is entitled to negotiate in the Contract their payment account has maintained for a certain period of time the use of the Payment Gateway for a maximum period of 6 months from the date of activation of the Payment Gateway to that E-Merchant, a deposit in the form of a fixed percentage of the total amount of Transactions made and posted by FONDY LTD to the E-Merchant since the day of the Payment Gateway activation. FONDY LTD is entitled to use a deposit to cover cases when it is entitled to withdraw the cash amount pursuant to Art. 9.2.5. The terms of use of the deposit and its payment to the E-Mercahnt are agreed in the Contract.

9.3 All disputes, arisen in connections with Contract, which Parties are not available to resolve during negotiations in more than 20 (twenty) business days, are passed to Arbitration Court in England in accordance with statute of such court, regulations and provisions about expenses of Arbitration Court in England. Conditions of such documents to be considered as included in this clause.

Subject of the dispute - any dispute or claim of tangible or intangible matter, regarding fulfilment of the contract, payment of fines under the contract, compensation of losses or pledge as well as any other disputes or claims in relation to this contract, it's amendments, breach, termination, legal force or interpretation.

Resolution of the Arbitration Court is final, not subject to appeal and is obligated for the Parties.

Number of arbitrators – three: first is assigned by the E-Merchant, second is assigned by the Company, chairman (third arbitrator) is assigned by chairman of the Arbitration Court in England.

Language of the dispute – England.

All notifications connected with these GTAC shall be sent to the contact persons of the Parties which are listed in the Contract.

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| **10. Changes to these Terms of Use**  10.1 These Terms of Use an any additional terms and conditions that may apply are subject to change. Changes will be implemented with prior notice from us under the procedure set forth in this section.  10.2 The proposed change shall come into effect two (2) months after the date of the change notice, unless you have given us notice that you object to the proposed changes before the changes come into effect. Changes that make these GTAC more favourable to you shall come into effect immediately if so stated in the change notice. Changes to exchange rates shall come into effect immediately without notice and you shall not have the right to object to such a change.  **11. How we communicate**  11.1 Where legislation requires us to provide information to you on a durable medium, we will either send you an email (with or without attachment) or send you a notification pointing you to information can be retained by you permanently for future reference. You are required to keep copies of all communications we send or make available to you.  11.2 You can request a copy of the current Terms of Use or any other contractual document relevant to you by contacting our support team.  11.3. You can contact us at any time by sending a message to Support Service via email support facility in you business account, e-mail address: [support@fondy.eu](mailto:support@fondy.eu) or by calling +442 080 68-25-91. |
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