

GENERAL E-COMMERCE TERMS AND CONDITIONS

Preamble

These General Terms and Conditions (the "Terms") set out the basic rights and obligations of the contractual relationship between Belnax Limited, company number: 11366159, legal address: Winnington House 2 Woodberry Grove, North Finchley, London, United Kingdom, N12 0DR, company registered in accordance with regulatory acts of the United Kingdom as an Authorized Electronic Money Institution by the Financial Conduct Authority of the United Kingdom (hereinafter "Belnax") and its clients (hereinafter "Customers") who wish to use its services.

These GTC are part of any contractual relationship between Belnax and traders if the Treaty does not specify otherwise.

1. Introduction

1.1 Definition of Terms

- a) Authorization - the process of verifying the possibility of obtaining the consent of the issuing bank to execute the transaction. Authorization is based on electronic client requirements and authenticity is done through a digital certificate.
- b) Client interview - questionnaire, which provides client companies detailed information about themselves, E-commerce, types of products and services, types of cards issued (Appendix to Contract no. 1).
- c) the issuing bank - the bank issuing the card.
- d) The bank - the Bank, with which Belnax concluded an agreement on cooperation in processing payment cards.
- e) Transaction data - data on transactions for the card and identification card user.
- f) E-commerce - also a client's website, mentioned in the questionnaire on which the client offers its products or services.

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- g) The card - a payment card Visa, Visa Electron, MasterCard or Maestro for implementing transactions.
- h) authorization code - a unique identification number that is assigned during each transaction authorization. Authorization code consists of a sequence of four to six letters and / or numbers.
- i) international payment organizations - International payment organization Visa International, MasterCard International and others
- j) User card - Customer i.e. a natural or legal person whose name and / or the name listed on the Card, purchasers of goods or services in the Customer E-commerce card.
- k) Revenue - total sum successful card authorization for a period of time.
- l) The volume of complaints / CTR (CTR (Chargeback-to-Transaction Ratio) - the ratio of claims to the sum total of successful transactions last month, expressed as a percentage.
- m) Bill - a monthly bill, which the Company issued to the Client on transactions in e-commerce last month.
- n) Payment System - a software system designed for companies sending authorization data to the Bank and for processing transaction information.
- a) The conclusion of the working day - the whole activity for the processing of the Client's transactions per business day specified in the Payment System or at another location.
- p) Reklamacje- reservation user cards to the Client challenging the transaction in accordance with the rules of international payment organizations (Chargeback).
- q) Transactions - Financial process of implementing the payment for the purchase or service through the card in E-commerce.
- r) Authorization - permission issuing bank to perform transactions and debiting the card user.
- a) 3D Secure - System security clearances Transactions and Client Data in card acceptance on the Internet.
- t) MID (Merchant ID) - Client Identification Number issued by the Company to permit identification of E-commerce in the Payment System.
- u) PCI DSS - Payment Card Security Standard - requirements to ensure the safety of credit card accounts drawn up by the founder of the PCI Security Council Standards and intended to secure card accounts worldwide.
- v) AML Act - certain measures against the legalization of proceeds from crime and terrorist financing.
- w) Identification - identification of the user who Belnax is obliged to perform under the terms on some measures against the legalization of proceeds from crime and terrorist financing.
- y) Non-binding offer - a document confirming the interest of retailers to enter into a contractual relationship with Belnax.
- a) Client - a natural person who at Trader buys goods or services.
- aa) Client Account - an account held with Belnax.
- b) ZPS - Payment System Act.
- c) Payment gateway - Web authentication platform for Banks accepting credit cards, made available to traders through which customers enter data required to make a payment, and the payment gateway is secured with a 3D Secure.

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- d) Credit card - card allowing its holder cashless payments for goods and services on the Internet.
- e) Payment Account - an account held with Belnax.
- f) Administration interface - preview of bill payment account Belnax.
- ag) Card Association - The association of card issuers, for example. VISA, MasterCard, American Express, Diners Club, JCB.
- h) Authentication information - login and password to the administration interface

1.2 Belnax operates a payment gateway Belnax based on the certificates of registration to payment service providers, under which it is authorized to provide payment services pursuant to the provisions.

1.3 Conclusion of distance contracts

1.3.1 Prior to conclude the distance Trader is obligated to fill out a tentative offer Belnax a client questionnaire.

1.3.2 In connection with the verification information included in the Broker Non-binding offer Belnax has the right to request the following documents:

a) for legal entities

- Certificate of Incorporation and
- A copy of the identity card of the statutory authority or statutory body member. another person who is entitled to the legal entity acting,

b) for natural persons

- trade license
- A copy of the identity card.

1.3.3 Belnax sends a draft contract in the form of two copies of the Treaty, each of which will be signed by the statutory body or other person authorized to act on behalf of the Trader or represent him. Belnax tells how after the Trader will require identification see section 1.3.2.

1.3.4 The trader is obliged to supplement the draft Treaty relevant information and signature. Proposal sends one copy back Belnax. The contract is concluded at the moment when the Belnax hear about the acceptance of the proposal by the Trader, through the delivery of a copy of the signed Agreement to address Belnax.

1.3.5 Performs However, if the trader of any changes or additions compared to the draft Treaty Belnax or adds any of its own draft treaty amendments, conditions or reservations, it is a rejection of the draft Treaty. Thus, supplemented or amended agreement is considered a new draft Treaty.

1.3.6 Belnax reserves the right

a) contacting before concluding the contract, the trader by telephone and verify the information provided in their non-binding offer if necessary. in the context of negotiations on the conclusion of the Treaty

b) require pre-contract production of documents under the conditions and to the extent specified in Articles. Identification GTC.

c) not to send the draft Treaty Trader respectively. Trader sent not to accept the draft treaty, even without giving a reason.

1.4 Belnax may at any time during the contract period to verify contact information Trader authorization to its business and require additional documentation for identification purpose and intended nature of the business and to fulfill all legal obligations under the AML Act. The trader is obliged to provide necessary assistance in obtaining these documents.

2. Identification and Control of Trader (E-Merchnat)

2.1 Execution Trader Identification is a necessary condition for it to be concluded and valid contract and the trader could transfer funds received through the payment gateway to the bank account specified in the Agreement.

2.2 Forms of identification varies depending on whether the contract awarded for the physical presence of the trader (or persons authorized by it) or is mediated by a notary or a regional or local authority within the meaning of the AML Act.

2.3 Identification straight

Performed by the physical presence of the person authorized to act and sign on behalf of the Dealer Agreement. This person is obliged to prove his identity in the identification of a valid identity card. If you act on behalf of that person, then it is necessary and full identification (to determine identification data) of the person who issued such authorization. The original power of attorney and a copy of identity documents as trustee, and principal.

2.4 Vicarious identification

If no identification conducted in the presence of Trader, Trader is obliged to identify the means notary or a regional or local authority within the meaning of the AML Act. Belnax for this purpose Broker sends information related to this species identification. (Instructions and information relating to the execution of this kind of identification, particularly the list of documents that must Trader submit a notary or office) Trader acknowledges that the implementation of the identification on the part of notaries and offices of charge.

2.5 For each merchant before entering into a contractual relationship must be done to obtain information about the intended nature of the business and determine the actual owner.

2.6 In order to properly meet the requirements of AML Act, the trader must inform Belnax of any change in its ownership structure immediately after these changes actually take place (ie. After the conclusion of the relevant agreements on the transfer of shares, etc.), Regardless of when they will be writing This change in the commercial or other register. Belnax is authorized to check compliance with this commitment and to require the cooperation Trader.

2.7 Belnax is entitled to request a new identification or other documentation Trader, a written contract when a single transaction or a sum of the payments received through the payment gateway or payments to the Trader's bank account was Belnax evaluated / and as a risk / s or suspect / s . In this case, the trader is obliged to provide necessary assistance. Until there is a proper identification, Belnax is entitled to retain (block funds on the Payment Account. The transfer of withheld funds occurs within 3 working days of the date on which the identification of a suspect or closed.

2.8 In accordance with the rules that apply to payment services provided via the offered payment methods may require Belnax some clients meet certain specific conditions, before the start of the service. These special conditions may relate in particular to the Clients, which are online ticket vendors or operators of betting, discount and gaming portals and others.

2.9 Belnax not liable for damages caused by a trader in connection with the rejection of transactions and retention of monetary resources from the ground 2.6 Terms and Conditions.

3. General rules for the operation of the gate

3.1 Under the Agreement concluded with the Belnax Trader agrees to allow use of the payment gateway to accept and process payments from users of cards for goods or services ordered E-commerce. In order to use the payment gateway Belnax undertakes to keep the Trader within the payment gateway payment account and to allow him access to that account through Belnax. Funds on a payment account are the sum of cash from Transactions accounted Belnax in favor of the Broker, the Broker that were not paid to the bank account specified in the Agreement and which was deducted from the commission Belnax agreed in the Contract.

3.2 Trader pursuant to the Treaty undertakes to pay a fee for the use of Belnax payment gateway through payment of the fees referred to in the first Annex general business conditions or in the Treaty. It further undertakes to comply with the obligations and rules of the Treaty respectively. these Terms and Conditions.

3.3 Cash on merchant account will be sent at intervals according 1. Annexes to the Terms and Conditions unless otherwise specified in the Agreement.

3.4 Equip E-commerce complaint procedure and inform their customers about the conditions of handling complaints, as well as terms of trade sales, service provision and delivery conditions including shipping, handling and delivery times, if it corresponds to the nature of the trading venue. You agree to truthfully inform their customers and provide them with the following information: a detailed description of the goods and services, including information on their origin and information about where to send the goods or services, as well as an indication of the currency in which they are executed payment transaction information way of security of any information that you get from a customer, a complete identity and contact details of relevant evidence.

3.5 Keep evidence of delivery of goods or the provision of a service contractor for at least 10 years from the transaction, and these documents Belnax or our contractual bank shall provide upon request. The documents must contain sufficient information to demonstrate that the service or goods were ordered by the cardholder and the credit card holder service has been provided or the goods are delivered in the agreed manner.

3.6 Merchant acknowledge and agree that in the case of suspected fraudulent activity to you can contact our contractual partners (particularly banks) and their staff, and that in such a case you are obliged to such contractor to communicate, respond to his recommendations, and follow his or her guidelines, all to the extent necessary in the investigation of suspected fraudulent activity.

3.7 Merchant shall refrain disburse funds in the form of cash or traveler's checks, if the sole purpose is to enable holders of credit cards to make a purchase of goods or services from the Client in cash.

3.8 to pay any amount of cash the credit card holder who purchases made by credit card. All refunds will be made in cash to the account to which they have been issued a payment card used for purchase.

3.9 Trader acknowledges that individual providers of payment services (particularly in the case of payment services provided through credit cards) may be entitled at any time to require Belnax stopped in relation to the use of Payment Gateways provide a payment service. In this case Belnax obliged to immediately suspend the service, while benefiting from this Dealer agrees and understands with him.

3.10 Operations conducted under Payment Gateways are banking operations. All transactions are established and implemented only in the British currency.

3.11 Any funds in a bank account Belnax to which the Trader is entitled to receive customer payments are within the meaning of § 20 para. 1 ZPS kept separate from other funds Belnax which are not subject to the transaction. These funds can not be used for any purpose other than the payment of individual traders, or returning customers. In case of bankruptcy Belnax the funds covered by the protection of the Trader in accordance with § 22 of the PSA. In case of bankruptcy of banks providing payment method funds are protected.

3.12 Pay system reserves the right to blocking of funds

3.12.1 In the exercise of judgment execution order from the Payment Account Belnax ordered by a court executor, tax authority or other authorized body to the Broker.

3.12.2 If Belnax obliged to block based on the current legislation, an enforceable decision of a court or government authority.

3.12.3 On the basis of an agreement Belnax and Trader.

3.12.4 In these cases Belnax is not responsible for any damages

3.12.5 X can block funds on the Payment Account only as long as necessary if:

3.12.5.1 suspect that funds in the account are determined to commit an offense.

3.12.5.2 suspect that funds in the account were derived from criminal activity or is a suspicious transaction under the AML Act.

3.12.5.3 it suspects that funds are used to finance terrorism.

3.12.5.4 For safety reasons, in case of suspicion that it was an unauthorized payment transaction to the Payment Account Trader.

3.12.5.5 In case if the trader fails to fulfill obligations of the GTC and the Agreement.

3.12.5.6 In the event of declaration of execution, bankruptcy, restructuring, liquidation Trader.

3.12.5.7 In order corrective settlement.

3.12.5.8 In the event of a claim (Chargeback) by cardholders.

3.12.5.9 In the event that the Trader breaches the rules of card associations or cooperative banks and Belnax threatens to damage from this meeting.

3.13 Provide Belnax or our contractor on time necessary assistance (especially for the detection of suspicious transactions) and allow Belnax proper and timely fulfillment of obligations under applicable laws and, where appropriate contractual arrangements and provide Belnax for this purpose all necessary assistance.

3.14 visibly put logos identifying the accepted payment methods provided under Belnax pattern and clearly indicate the information that the data transfer is secured by SSL.

3.15 Payments are accepted via credit cards Visa, MasterCard, Visa Electron, Maestro, Diners Club, GBP, EUR and USD permit for the processing of online publishing by banks

3.16 Trader acknowledges and agrees that the regulations issued by the card associations or our contractual partner which the Bank take precedence over contractual arrangements between Belnax and Trader. Furthermore, the Merchant agrees to comply with the rules of card associations.

3.17 When selecting a payment method Trader shall not, under any circumstances discriminate against any of them, or otherwise encourage the Customer to the use of different methods are also not allowed to set a minimum or maximum amount for each payment method, unless a decision is made on the limit right Belnax.

3.18 The Merchant is not entitled to take the amount of the final price of the goods or services offered by the Trader dependent on the chosen method of payment (eg. Set a lower price when paying cash on delivery versus payment through the payment gateway Merchant also not be entitled to refuse legitimate customer complaints on the ground that the payment of goods or Payment services carried out through the gates.

3.19 The Merchant is not entitled to split the price of one item or more identical pieces goods in one order, paid through payment gateways, multiple payments and allow these payments to reimburse various ways or methods of payment.

3.20 Belnax Broker Payment Gateways enable the implementation of system tools necessary for communication between the payment gateway and e-commerce. Through the implementation of the system tool will Trader Web site linked to the payment gateway. Payment Gateways and implementation of individual payment instruments exclusively by the trader. Belnax is committed to support Trader in connection with the implementation of a payment instrument by providing information on installing and using the payment gateway in E-Store Merchant. The trader is obliged to proceed in the implementation according to the documentation available on Payment Gateways.

3.21 The trader also has the obligation to ensure a high-performance data security standards processed in the E-Commerce related transaction for which the customer pays through the payment gateway. Merchant is also obligated to protect Web sites and servers against attacks by computer viruses or attacks by third parties, respectively. Such protection is arranged through a third party with appropriate expertise.

3.22 Belnax reserves the right to change the standards for security, especially following the changes made by partners.

3.23 The trader notes that the authorization of payments by individual customers, takes place under the conditions laid down Partners Payment Gateways. Belnax for authorization of these payments is not liable. Belnax also assumes no liability for any disruption or attack (hacking, phishing) into the systems of individual Partners.

3.24 Belnax is obliged to provide Trader access to the web administration interface payment gateway to X. If the administration interface is already available for Trader and production status. Otherwise temporarily all operations with funds Trader, a transfer of funds to the Trader's bank account twice a week.

3.25 The trader is obliged Authentication data to the Administration interface, is not to disclose to unauthorized persons and to protect against misuse (eg. Not to enter him in the presence of others, to maintain protection against intrusions so. Trojans designed to record keystrokes keyboard). Belnax does not accept any liability for loss or disclosure of the password Trader and is not liable for damage caused to him by a third party, unless it became clear that was caused on the side of his Belnax demonstrable fault.

3.26 The Merchant is fully responsible for all consequences associated with demonstrable unauthorized misuse Payment Gateways or the Administration interface or unauthorized access to the

payment account, regardless of what measures and security Merchant used to work with a payment gateway or access the Administration Interface a payment account.

3.27 The Merchant acknowledges that the operation of payment gateways is allowed on the basis of registration Belnax as a registered electronic money institution. Belnax while not liable for damages that may arise in connection with such restrictions Partner arise and if the responsibility was still Belnax court or other authorized body to set, limiting the scope of liability Belnax maximum amount corresponding to 10% of the outstanding transactions, including VAT.

4. The rights and obligations of Use Payment Gateways

4.1 The Merchant agrees to accept credit card payments for it provided the goods or services offered in e-commerce.

4.2 The Trader shall in e-business customers to access the following information:

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

4.2.2 Conditions for the return of the Customer the amount paid in the case of legitimate complaints or the possibility of returning the goods by legislation (e.g. In the case of traders operating an online store).

4.2.3 Contact information, including email address, or phone number for customer support needs.

4.2.4 The full address of the registered office of the Trader under the Commercial Register (not a PO box) respectively. address of the place of business under the Trade Register.

4.2.5 The currency payment restrictions for the sale or other legal restrictions, if in a given case (e.g. minimum age, etc.).

4.2.6 Delivery of goods or services.

4.2.7 The conditions privacy.

4.2.8 Methods security transactions from the Merchant.

4.2.9 Identification Name Broker in accordance with the name that will appear on the customer of a bank credit card account.

4.3 The trader is obliged to provide on its website information on sold goods or services to the extent pursuant to Art. 4.2.1. Business conditions. If the information under this provision does not provide merchant is Belnax entitled to refuse the processing of transactions, the subject of which is payment for goods or services which were not provided the information or trader to completely prevent access to the payment gateway.

4.4 The Merchant is obliged to ensure that, through its Web site was only offered goods or services, the offering and sale is in accordance with the law. In the event that Belnax find that the E-Store Merchant is offered goods or services, the sale or provision of the legislation prohibited, or. contrary to the principles Belnax, needs partners or card associations, namely:

4.4.1 pornographic products or services of erotic character,

4.4.2 products depicting or promoting child pornography or other sexual practices, constituent elements of the crime of distributing pornography,

4.4.3 The spread of narcotics, psychotropic substances and poisons

4.4.4 The sale of medicinal products subject to medical prescription,

4.4.5 the sale of tobacco products,

4.4.6 The sale of goods or supply of services, which means there may be aiding or promote criminal activity or circumvention of effective technological means of copyright protection

4.4.7 goods or services, which is to promote the views of the extreme right or extreme left,

4.4.8 goods or services, which leads to the promotion of religious sects,

4.4.9 other goods or services, which is likely to damage the reputation or Belnax Payment Gateways with partners or other third parties,

Belnax is entitled to refuse to process payments for such goods or services or discontinue the use of the payment gateway. Such a refusal of payment processing or full suspension of payment gateway is not a defect or breach of contract by Belnax. In the event that Belnax resulting from the sale of goods or services Merchant shame Trader is obligated to damage Belnax fully replace.

4.5 The trader is obliged to check continuously whether through its E-Commerce does not offer goods or services referred to in this article or goods or services prohibited legislation, with its responsibility for the contents of e-commerce is strict liability.

4.6 The Merchant is obliged to Belnax about any received an order for goods or services for which it receives information that is to be Customer settled through payment gateways, and which can give rise to suspicion that it means there may be committing a crime or to launder the proceeds of crime (especially unusual amount or type of goods ordered, the repeat customer registration for the purchase of goods or services trader, suspicious data referred to customers as part of the registration or order forms, etc.).

4.7 The trader is obliged to keep the documents for the provision of goods or services to the Customer (delivery notes or a delivery of physical delivery), customer data, including the record of communication with him and those of his IP address when delivered electronically, while providing services by means of distance communication, then date time and communication with customers, precise determination of the Customer and record communications (if possible), all for at least 24 months from the supply of goods or services. These documents Trader is obligated to provide Belnax under its challenges.

4.8 Maintain records and supporting documents for the transaction (mainly the name and surname of the card holder, the date of the Transaction, order number, amount of transaction data on the type of goods or services which were the subject of transaction data associated with the sale and delivery of goods or services, in particular, proof of dispatch shipments, accepting the shipment, invoice, proof of reservation or order for at least 10 years from the supply of goods or services, ensuring maximum protection of the data and documents on request, provide Belnax copies within 2 working days of receipt of the request Belnax to send documents. in the case in connection with the failure to provide documents under this article Broker arises Belnax pity trader undertakes to pay such damages Belnax in full.

4.9 Trader allow third parties accepting payment cards for payments for goods and services from third parties.

4.10 Immediately contact Belnax and repay the sum of money in full if the merchant is unable for any reason to deliver the goods or provide the service, and will not be able to provide Belnax proof of receipt of goods, corresponding with customer orders.

4.11 The Merchant is not entitled to delegate the exercise of rights and obligations under the Agreement to a third party.

4.12 trader shall be liable for breach of contract, including liability for damage caused Belnax due to complaints by the cardholder, the card issuer or card association. Any claim by way of damages

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Trader is obligated to pay Belnax within 15 days of receipt of a request for payment if the claim is not settled by offsetting of Payment Account Trader.

4.13 Upon completion of the Transaction on dispatch of goods or services the customer is a trader obliged to issue a tax receipt to the Customer, containing all the elements required by law.

4.14 visibly put logos accepted payment cards in e-business, including the logo, "Verified by Visa" and "MasterCard Secure Code", which is obliged Belnax Broker for this purpose in computerized form.

4.15 In the event of termination without any notice immediately remove all signs, posted on the website in connection with that Article 7 of the Terms and Conditions of this site.

4.16 Announcing Belnax writing or electronically in advance of any changes that may affect the proper performance of the GCTC, particularly changes in the organizational-legal form of the Trader and its ownership structure, changing the name (corporate name of the Trader and its seat (registered in the Commercial Register and Real, real change owners) offered by changes in the types of goods and services, the abolition of the Website.

4.17 Inform Belnax immediately initiate insolvency proceedings or a petition to initiate insolvency proceedings, which is subject to bankruptcy or impending bankruptcy Trader. In the event of breach of this obligation Trader Belnax responsible for damage incurred in this connection in full.

4.18 In the event that Trader achieves an annual turnover of payment cards single Card Association (total volume of payment transactions received via payment cards Card Association exceeding the amount specified in business conditions card associations, at the rate applicable on the date evaluating this criterion, agrees to the challenge Belnax shall conclude with Belnax and processing bank a new tripartite agreement to continue providing the service acceptance of payment cards. The rights and obligations of the Parties under the Contract (including the amount of commissions and other charges remain in the tripartite agreement preserved the extent that they are not transferred to the processing bank. conclusion of the Tripartite Pact processing bank takes certain rights and obligations Belnax and is responsible for their fulfillment card associations - are therefore Belnax and merchant must accept any specific processing requirements beyond the banks of the Treaty concerning this responsibility. The trader is obliged in this case to provide bank processing all the information that the processing bank is required in accordance with the directives of card associations to enter into contract with a trader.

4.19 Partner shall appoint one of its employees as a contact person to solve operational issues using payment gateways. If not appointed another person, is considered a contact person, the person referred to in the Treaty. TP and Partner shall promptly, through information services and other appropriate manner, inform any possible future changes to their personnel in charge of mutual communication and dealing with tasks related to the operation of payment gateways and performance of the Agreement, and in particular of any changes to their contact details.

4.20 The trader is not allowed to make any changes to the system instruments or interfere with their function or act contrary to the instructions for implementation, documentation and use system tools.

5. Processing payments

5.1 The payment gateway can be used exclusively to process the transactions executed in the E-merchant trade, and for goods and services through its Web site offers.

5.2 will point the Customer funds in favor of the Trader via the payment gateway and will take place if properly all the operations required by partners including positive authorization partner, transaction

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acquires the status of "completed". Authorization for customer transactions in accordance with § 98 ZPS is considered complete, enter a payment order according to the chosen payment method. In a moment, the payment order shall be deemed acceptance of the order bank customer or card issuer. Customer may not revoke a payment order from the moment of its adoption by the bank or card issuer. Merchant funds are made available to the Payment Account from when their status changes to "complete", as is always the trader informed on Belnax. All deadlines for the execution of payment transactions under the PSA are met by Belnax the moment the funds are credited to the Payment Account. Receiving positive responses from Partner authorization system is a prerequisite for the transaction has received the status of "completed". If the Transaction receives authorization Belnax negative response, the trader informed of this fact and the transaction will be marked with the appropriate status indicating the reason for dropping out.

5.3 Payments with the "completed" received through the payment gateway for the benefit of the Merchant from his Payment Account transferred solely to the bank account specified in the Treaty Trader.

5.4 Any changes to the bank account of the trader who is he transferred the cash proceeds of the transaction are possible only through the conclusion of a written amendment to the Contract - Belnax not for security reasons to pay attention to any unilateral change notifications Trader's bank account, regardless of the form of announcement or a person notifier.

5.5 Trader is a zero-authorization limit for transactions of payments made by payment cards in payment gateway.

5.6 The Merchant is bound by the result of the authentication and authorization transactions and undertakes to respect it. It is not entitled to receive payments transactions that were not authorized and authenticated by the card issuer.

5.7 Belnax is entitled to a commission fee for incoming transaction when the respective transaction the trader receives a status of "completed" and Belnax is entitled to an amount corresponding to unilaterally withhold commissions arising from the Payment merchant account once it has acquired the status of "completed".

5.8 The trader has the option to return the payment made (with the status of "completed") back to the customer. Belnax undertakes to recover payments carry out the next business day after the day trader entered a recovery order, but only under the condition that the balance on the Payment Account Merchant is positive and above the positive balance exceeds the amount that is to be directed by the Trader to return to the Customer. Belnax not responsible for any damages or other claims of the Customer incurred by Belnax returned payment for failure to comply with those two conditions. The trader does not recover payments made in return entitled to a refund X commissions, fees for incoming transaction or other monetary fulfillment Trader agreed in the Agreement.

5.9 In the event that the Trader for any reason (especially in withdrawal from the contract pursuant to § 53 par. The Civil Code Returns Customer payment paid by the Customer via Credit Cards, Merchant is obligated to pay return through a payment gateway or a bank transfer from a bank account Trader, mentioned in the Treaty, only credit on the credit card the customer used to pay for goods or services. Belnax not entitled to return to the Trader these cash payments, even at a personal return on premises trader.

5.10 The trader has the option to repay only part of the payments made (with the status of "completed") back to the customer. Even if the return of part of your payment is not entitled to a refund Trader commission or its proportional part, fixed fee or its proportional part, or other pecuniary fulfillment Trader agreed in the Agreement.

6. Charges

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6.1 Belnax is entitled to a fee for using the payment gateway - a commission on each transaction made through payment gateway. The amount of commission is negotiated depending on the turnover of the Trader and the average transaction amount for the given period, the amount of the commission may be for the duration of the Treaty changed the conditions as stipulated in the Contract. Besides the commission arises Belnax also entitled to a fee of incoming transactions from each transaction, the amount of which is also stipulated in the Treaty.

6.2 The moment of Belnax claim to commissions on transactions and incoming transaction fee is provided for in Article. 4.2.4. Business conditions. Concluding the Agreement, the parties agree that Belnax is entitled to unilaterally withhold a sum of money equivalent to the amount resulting from commissions and fees for incoming transaction when the transaction gets the status of "completed".

6.3 By concluding the Agreement, the Parties agree that Belnax is entitled to unilaterally withhold a sum of money corresponding to the monthly fee, if stipulated in the contract, when the merchant in a given calendar month executed at least one successful payment transaction through a payment gateway. The monthly fee is charged in the next monthly billing period retroactively for the previous billing period.

6.4 By concluding the Agreement, the Parties agree that Belnax is entitled to unilaterally withhold a sum of money equivalent fee for transfer of funds, if established in the contract, when the businessman on his single instruction or automatically according to settings in the Administration interface asked for a transfer of selected funds to your bank account, for each such transfer effected.

6.5 By concluding the Agreement, the Parties agree that Belnax is entitled to unilaterally withhold a sum of money in accordance with the Terms and Conditions 1. Annexes (Fee refund), when the businessman on his instruction he requested reimbursement of the funds from the transaction back to a specific Customer and under each carried out a refund of the funds.

6.6 By concluding the Agreement, the Parties agree that Belnax is entitled to unilaterally withhold a sum of money in accordance with the Terms and Conditions 1. Annexes (Fee Chargeback), when X receive information about a complaint from a card association, and for each such claim carried out in cash.

6.7 Belnax reserves the right, in some justified cases require the input principal amount (deposit) from Trader.

7. The rights and obligations Belnax

7.1 Belnax undertakes to provide Merchant acceptance of payment cards via a payment gateway, and for this purpose to ensure implementation of the Payment Gateway to the Web site and to provide interconnection payment gateway with the bank processing platform, used for accepting payment via credit cards. Belnax agrees to accept payments made through customers' payment card in favor of the Trader on the Internet, and these payments to pay the Broker manner according to the Terms and Conditions

7.2 Belnax Limited is committed to ensure through processing banks perform authorization transactions, thus verifying that the payment card at the time of the Transaction shall be valid if it is blocked or if it is not on the list of payment cards intended for the detention and whether the cardholder's bank account enough cash funds for the payment transaction.

7.3 Perform clearing of transactions carried out minus the amount of commissions for the operation of payment gateways to the Payment Account Belnax, led Trader within the payment gateway.

7.4 Send Trader listings of cleared transactions.

7.5 Broker Report Processing Bank decision on the eligibility of the claim made by the cardholder, the card issuer or card association.

7.6 withhold Trader amount of the transaction or to offset its receivables arising from non-payment of financial obligations of the Trader towards Belnax a specific transaction against a claim Trader for payment of sums's payment account, in the event that a payment was made under conditions that do not meet the provisions in accordance with the Terms and Conditions, or if the cardholder, the card issuer or Card Association objects to the transaction and processing bank or Belnax objection will find after prior consultation with the Merchant as legitimate, or if the Merchant breaches any obligation arising from the Terms and Conditions and fails to pay, and timely its obligations towards Belnax, or if it is given for any other suspicion of fraud Trader While accepting payment cards.

7.7 Belnax right to refuse to make the payment within the Payment Gateways respectively. prevent access to payment gateways respectively. to the administration interface.

7.8 Belnax Trader is entitled to prevent access to payment gateways respectively. to the Administration interface, especially in the case of:

7.8.1 If there is a reasonable threat of danger Payment Gateways viruses from the Website Trader.

7.8.2 Unless the e-business and made available published information by the Terms and Conditions.

7.8.3 when they become aware of the unlawful nature of the goods or services offered in e-business as well as illegal content themselves, Website Broker.

7.8.4 if it knows that the goods or services offered in e-business and content of the Website is contrary to the principles and obligations governed in the Contract or these Terms and Conditions.

7.9 not to conclude with the Dealer Agreement to the extent related to the acceptance of payment cards in the event that the processing bank or Card Association requests that the exclusion of the Broker from providing services accepting payment cards. Dealers - individual consent to the processing of their personal data. Trader are entitled to enter during registration or. subsequent changes in the registration data contact and personal data of individuals (statutory bodies, authorized persons and employees) only with their express consent.

7.10 In the event of denial of access to authorized payment gateway Merchant has the right to refund previously paid commissions, fees for incoming transaction or other fees and charges, or their proportional part.

7.11 Belnax processes and uses his contact details solely for the purpose of communication with the Trader, these data are not disclosed or provided to third parties, except to employees Belnax, processors with which it has Belnax written contract concerning the processing of personal data, where it will be necessary to fulfill legal obligations also for contractual partners whose payment methods Belnax offered to provide payment services to the Broker and the persons responsible Belnax for communication and identification of traders.

7.12 The copies of documents obtained Belnax is obliged to treat as confidential information and keep it only as long as necessary in accordance with the AML Act.

7.13 Belnax is obliged to provide ongoing maintenance and payment gateway hardware and software necessary for the smooth operation of payment gateways. In this context Belnax entitled to temporarily disable the appropriate server out of service, possibly. its operation significantly reduces (shutdown).

7.14 Belnax shutdown announced in advance as a warning Trader via e-mail.

7.15 Belnax to guarantee continuous and uninterrupted access to the administration interface either continuous or uninterrupted functioning of payment gateways. Belnax is obligated to make an effort,

which is hidden from it may be reasonably required to process payments within the Payment Gateways held on time.

7.16 Personal data processed Trader Belnax for the duration of the Treaty. Merchant processing personal data agrees and is obligated to ensure the agreement acting, representative or other contact persons at registration or in the Treaty says. Trader acknowledges that Belnax is at the inclusion of new payment methods authorized for the proper provision of payment services require consent to the transfer of personal data to other partners. Without this consent may be withheld from payment services such as payment methods possible.

7.17 Belnax may be Trader exceptionally and only once made available to the customer's personal information, but only in cases dealing with complaints under the terms and conditions Belnax only processes for handling relevant complaints. The trader is obliged to provide consent to provide personal data of customers Belnax.

7.18 A data subject shall have the right to ask for an explanation Belnax, respectively. require the removal of personal data from databases and systems Belnax, if it considers that Belnax processing of his personal data contrary to the Treaty (when simultaneously Trader or legislation. Belnax execute the data subject's request in the manner specified in the Terms and Conditions.

7.19 trader undertakes to maintain strict confidentiality of all information that make up the content of the Treaty or on the basis of the Treaty learned. This obligation applies both to information regarding Belnax and its contractual partners, as well as information relating to the processing bank, and information on cardholders. The trader is not authorized to provide this information to third parties, except in cases where it is the information that is available from public sources or which are known to a third party other than as a result of breach Broker according to this article.

7.20 Merchant agrees to Belnax Partners, providing Broker used payment methods, included the name of the trader and its Web site to list their contractors, and the period during which the trader to use the payment method.

7.21 PCI DSS standards - implementing and activating the payment gateway meets the Merchant PCI DSS standards, providing conditions for the protection of data of cardholders. Trader undertakes to carry out measures to prevent leakage or misuse any data about customers - cardholders under the rules of PCI DSS, which are available on the website www.pcisecuritystandards.org.

7.22 Changing the PCI DSS standards is not considered a change in terms of service acceptance of payment cards.

7.23 In connection with the commitment of compliance with PCI DSS standards, the trader undertakes to allow the processing bank card associations and Belnax check compliance with PCI DSS standards and provide the control necessary assistance.

7.24 Where a trader leakage or misuse of data about cardholders third party is obliged to immediately inform Belnax and processing bank. Processing Bank is entitled to this information be disclosed by card associations, or relevant government authorities. The trader is responsible for any damage that Belnax, processing bank or third parties resulting from a failure to report timely leak or misuse of data.

7.25 Trader is not authorized in any way to save information from credit cards, such as credit card number, expiration date, CVV2, CVC2 or data from the magnetic stripe. The trader is not entitled in any way require cardholders with information on their credit card.

8. Complaints and liability for damage

8.1 Solution of defects and complaints Dealer

8.1.1 Complaints regarding the services provided Belnax the payment gateway announces trader by telephone to the contact telephone number of an authorized employee electronically to the e-mail address: info@belnax.com, or by regular mail to Belnax Limited, company number: 11366159, legal address: _ Winnington House 2 Woodberry Grove, North Finchley, London, United Kingdom, N12 0DR, company registered in accordance with regulatory acts of the United Kingdom¹, trader notes that the telephone line contained in the Treaty is not hot-line working non-stop. If the authorized employee or other person does not accept complaints by telephone Trader, Trader agrees to make a complaint in writing by one of the above methods.

8.1.2 Part of the written complaint is its justification, the list of entities involved in the transaction and a detailed description of a problem, including scans respectively. description of the content of any error messages. In the case of telephone complaints trader is obliged to provide data on which it authorized employee asks respectively. He subsequently send documents, scans or error messages and content. Belnax not responsible for any delay arising from the shortcomings of the complaint (notification of defects).

8.1.3 The trader is obliged to ensure that customer complaints relating to the payment gateway and Transactions were sent only to the Broker. Merchant is especially obliged to inform customers about the procedures for complaints / claims including putting their contact details. The trader is also obliged to first examine each complaint yourself. If it finds that the reason for the complaint is not the fault of the Trader, but Belnax, Trader will then proceed in the manner described above in Article 8.1.1. and 8.1.2. Business conditions.

8.1.4 Any disputes between customers and customers regarding orders will be handled exclusively between them. Belnax for such transactions or disputes assumes no responsibility. This does not affect the obligation Belnax pay the bank an amount equal to the amount of the transaction when the customer legitimately claimed the transaction within the meaning of art. 8.2. Business conditions, and the corresponding right to require the trader Belnax regressive payment of this amount in accordance with Art. 8.2.4. Business conditions. 8.1.5. All complaints will be reviewed and Belnax answered within 40 days of their submission. If, however, clarification and resolution require cooperation with a partner, the deadline may be extended by the time necessary to obtain relevant information from the Partner.

8.2 Solving customer complaints in the event of payment Credit card

8.2.1 The customer has the right to claim the transaction was executed through a payment gateway directly with the bank that had issued the relevant payment card or another payment service provider, which offers payment methods Belnax. The customer can e.g. A claim that has not received the ordered goods or services respectively. He has not received without defects or he was illegally amount deducted from your account twice. The Bank has in the event of such a claim a right to require the Belnax information and documents concerning the transaction and also has the right to unilaterally withhold payment account Belnax monies in the amount corresponding to the transaction, including the relevant fees or commissions when it Belnax proves that the delivery of goods respectively. services in line with the contract signed in e-business between the Dealer and the Client. 8.2.2.

8.2.2 Due to Belnax obligations and rights of the customer and the bank mentioned above Article. 8.2.1. Trader is obligated to provide Belnax all necessary cooperation, in particular, it must provide X all relevant information about the execution of the transaction relating to customer complaints and request the bank and the trader is obliged to deliver Belnax, within 3 days of receipt of the request to the relevant Transaction in particular, the following documents:

8.2.2.1 tax certificate issued by the Customer, which will contain all details in accordance with Act no. 235/2004 Coll., On Value Added Tax, in particular the accurate identification of the Customer.

8.2.2.2 A copy of the dispatch of the goods or provide confirmation of the ordered services or. other similar documents to substantiate that the provision of goods or services by traders in line with the

contract concluded with the Customer, including documents on the provision of goods or services to the Customer.

8.2.2.3 Identification Data Customer who ordered the delivery of goods or services which are the subject of the complaint.

8.2.3 The Merchant is possible in order to provide the documents required in connection with the settlement of claims of the Customer is obliged to keep these documents for at least 24 months from the date of order processing Customer. Merchant is also obligated to ensure that based on the supply of goods or services ordered via the Website have been exhibited documents with the terms set out above in Art. 8.2.2. Business conditions.

8.2.4 The trader notes that banks respectively. Card issuers determined to clarify the Transaction and Customer complaints forfeit deadline of which does not normally exceed ten (10) days. If the trader fails to deliver the information and documents referred to above in Art. 8.2.2. within ten (10) days from the date when it is requested in writing, has Belnax entitled to unilaterally withhold funds from the Payment Account Trader include commissions, fees and any penalties or other payments. Belnax is also entitled to unilaterally withhold funds from the Payment Account Trader comes when, despite the timely delivery of information and documents from the Trader clear that customer complaints were justified. Belnax is always obliged overturning monetary funds Trader justified and documented.

8.2.5 Grabbing If Belnax in accordance with Article. 8.2.4. a sum of money from the Payment Account, Merchant is not entitled to a refund Belnax commissions, fees for incoming transactions or other monetary fulfillment Trader agreed in the Agreement. if not on the Payment Account Trader sufficient funds arises Belnax qualify for the Broker to cover the cash amount corresponding to the amount you pulled out of your account Belnax Bank. However, if the customer complaint is justified, but the cause of the complaint on the part of banks because of double or multiple overturning of the Customer's account (caused by error or mistake on the part of the bank is entitled to withhold Belnax Trader, only an amount corresponding to his unjust enrichment. Belnax on return such payments are not entitled to a commission or fee for inbound transaction.

8.2.6 The traders who are Belnax when concluding the Contract identified as at risk (with respect to the subject of their activity, specifics of products and services, or their country of residence or the seat of their owners), is entitled Belnax Treaty arrange, at its Payment Account maintained for a certain period of use Payment Gateways, but not more than up to 6 months from the date of activation of payment gateway that the Broker deposits in Belnax a fixed percentage of the total volume of transactions, undertaken posted X the trader from the date of activation of payment gateways. Belnax is entitled to use the deposit to cover cases where it is entitled to withhold a sum of money under Art. 8.2.5. Terms of use deposit and payment Trader are agreed in the Treaty.

8.2.7 Merchant and Customer are entitled to in the event of disputes with Belnax turn to the supervisory authority.

8.2.8 Merchant and Belnax undertake to make every effort to ensure that any disputes related to the subject of performance under the Agreement and these Terms and Conditions have been resolved amicably. -Court settlement of disputes in accordance with § 1 point. a) and b), on the Financial Arbiter, as amended, the Financial Arbiter jurisdiction to adjudicate disputes between payment service providers and payment services to the Trader in the provision of payment services.

8.3 Liability for defects and damages

8.3.1 Belnax trader shall be liable for the damage he suffers in connection with violation of the contract between him and the Customer. Furthermore trader responsible Belnax for the damage he suffers in relation to a breach of the Treaty and of these Terms and Conditions, especially in connection with the breach of the obligation identification pursuant to these Terms and Conditions, the obligation to secure their Web sites, or the obligation not favor either of activated Payment methods before using another.

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The trader is responsible Belnax also for damages that he incurs in connection with the application of sanctions by partners or third parties (card associations), and which was caused by a failure under the Contract and these Terms and Conditions Trader.

8.3.2 Belnax Trader is responsible in particular for the deadlines for providing the funds which are the subject transaction, there Trader pursuant to Art. 4.2.1. Business conditions, and improperly performed or unauthorized transaction within the meaning of § 115 of the PSA.

8.3.3 Belnax liable for damage caused by culpable breach of his obligations under the Contract or the Terms and Conditions. Belnax not liable for damage caused by third parties or partners.

8.3.4 Belnax accepts no responsibility for the delay in the transfer of funds to a bank account Trader reasons arising after the payment order, or incomplete, delayed or erroneous transactions caused by entering incorrect or incomplete information Broker. Belnax not responsible for delays, failure or errors Transactions, which were caused by circumstances which Belnax could not quite predict, eventually, prevent respectively. influence, or for damage thus caused.

8.4 Offsetting claims - Belnax has a right in relation to the Trader at any time without notice set off any of his claim against the Trader compared to any claims against the Broker Belnax, which are the same irrespective of whether they are paid, expired or when they occurred. Belnax is entitled to use the funds from the Payment Account, counting assets takes precedence over any instruction related to the Payment merchant account. The trader also takes note that Belnax may at any time transfer its receivables from dealers to third parties, even without the consent of the Broker.

9. Duration and Termination of agreement

9.1 The contract is concluded for an indefinite period.

9.1.1 The Merchant is entitled to terminate the Contract with a notice period of 30 days. The notice must be in writing and must be delivered to the other Party, respectively. handed against signature. The beginning of the notice period shall commence its delivery, with a contractual relationship established by the Treaty ends with the expiry of the notice period.

9.1.2 Belnax is entitled to terminate the Contract with a notice period which is 2 months. The notice must be in writing and must be delivered to the other Party, respectively. handed against signature. The beginning of the notice period shall commence its delivery, with a contractual relationship established by the Treaty ends with the expiry of the notice period.

9.2 Belnax is entitled to withdraw from the contract in the event of a material breach of the Agreement by the trader if the trader fails to fulfill obligations under the Terms and Conditions.

9.3 The Merchant is entitled to withdraw from the contract if substantial breach of the Contract by the Belnax.

9.4 Termination respectively. The withdrawal must be in writing and delivered by regular mail to the address specified in the Treaty Trader respectively. Belnax address.

9.5 Upon termination or cancellation of the contract does not terminate the right to compensation nor the provisions relating to the rights and obligations of which implies that they persist even after the termination of the Agreement.

9.6 In the event of termination of the Agreement is canceled Belnax Trader access to the administration interface.

10. Final Provisions

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10.1 Regardless of whether a trader British or foreign entity, shall apply to legal relationships arising from the Treaty or any other legal relationship that arises in connection with the use of payment gateways British law.

10.2 These Terms and Conditions have been issued Belnax, who reserves the right to change them. These Terms and Conditions are an integral part of the use of the payment gateway.

10.3 Belnax is entitled to change the Terms and Conditions. Belnax is obliged to announce that the Terms eventually. Other attachments Treaty change and publish the new version no later than two months before the effective date of this change. Trader agrees with the wording of the current version of the Terms and Conditions respectively. other annexes to the Agreement every time he logs in to the Administration Interface. If the merchant does not accept changes to the Terms and Conditions or any attachments Treaty Belnax is entitled to terminate the Agreement respectively. The trader himself is entitled to terminate the Contract

10.4 The trader is obliged to follow the rules and procedures laid down Belnax, particularly in terms of compliance with regulations, including regulations and rules set by payment card associations Visa and MasterCard. The trader is obliged to comply with applicable laws and regulations.

10.5 Unless explicitly in the contract or conditions stated otherwise, the trader is obliged to Belnax communicate via the contact form on the website Belnax or via e-mail or telephone contact an authorized employee specified in the Agreement, or by telephone if necessary, by e-mail at general contact Belnax.

10.6 Unless explicitly in the contract or conditions stated otherwise, the Belnax obliged to Trader communicate through an authorized employee communicating with the Trader via e-mail or by telephone (for contact details for the trader in the Agreement or any other contact information that Trader shall communicate in writing Belnax) , by written letter delivered to the address specified in the Treaty Trader or through information posted on the website of Payment Gateways.

10.7 Communication between the parties in the English language. In the event that Trader is a foreign entity is entitled to Belnax communicate in English.

10.8 In the event that any provision of these Terms and Conditions have been for any reason invalid or unenforceable, this fact does not cause invalidity or ineffectiveness of other parts of the Terms and Conditions or the Contract.

10.9 payments through payment gateways are entitled to only those persons who have a right to use a particular tool, based on which the payment is processed, especially in the case of credit card payments only holders of the cards. Any abuse will Belnax immediately reported to the competent police station.

10.10 The trader should the customer on their site to access the appropriate form or another solution enabling payment. Payment data is then automatically sent to the Partner system through payment gateway.

10.11 At the time the Customer to the Trader confirms the transaction form and choose a method of payment through the payment gateway is automatically redirected to the appropriate pages in the case of credit card payments on websites Partner payment gateway that performs authorization and clearing operations. in the case of payment via online transfer on the Partner Payment Gateways, ie the banks concerned with other payment methods, then to partner website payment gateway, therefore the relevant institutions processing the payment method.

10.12 to complete the payment should be confirmed in customer e-business relevant partner payment gateway, according to the rules established by the partner. Payment can not be completed unless the customer in the implementation of this payment will change any data.

10.13 Belnax is not involved in the provision of goods or services offered in the E-merchant trade. Belnax therefore not responsible for goods or services that are paid for through the payment gateway or for the fact that the contract concluded between the Dealer and the Client at which the payment was made through the payment gateway will be properly implemented and fulfilled.

10.14 The provisions of the Agreement and these Terms and Conditions are severable. Should any provision was ever declared void, ineffective or unenforceable, then the remaining provisions will not be a nullity, ineffectiveness or unenforceability of other provisions affected and will remain valid, effective and enforceable to the fullest extent permitted by law.

1. Annex - price list

1.1 Trader pursuant to the Treaty undertakes to pay a fee for the use of Belnax Payment Gateways form of the payment of these charges, unless otherwise specified in the Agreement:

1.1.1 Commissions

1.1.2 Fee for incoming transaction

1.1.3 Activation Fee

1.1.4 The monthly management fee payment system

1.1.5 The fee for the transfer of funds to the account of Trader

1.1.6 Fee refund, when the businessman on his instruction he requested reimbursement of the funds from a specific transaction back to the customer, and for every such carried out a refund of the funds.

1.1.7 Fee Chargeback when Belnax receive information about a complaint from a card association, and for each such claim carried out in cash.

1.2 Money Trader account will be sent Belnax twice a week unless otherwise stated in the Contract.

1.3 Monthly fees for operating the payment gateway will Trader reimbursed on the basis of the tax receipt issued for the upcoming calendar month, unless the debt is paid by offsetting the Payment Account Trader. In the event that the implementation of the Payment Gateways trader to another day than the first day of the calendar month X is entitled to charge a separate fee for the operation of payment gateways for the entire calendar month in which it was implemented Payment Gateways. In the event that will deactivate Payment Gateways for any other day than the last day of the calendar half Belnax is not obliged to return to the Trader proportion of the fees paid and issue a corrective tax document.