

**TERMS AND CONDITIONS**  
**FOR THE ACQUIRING SERVICES IN UAB “DV Payment”**  
**FOR MERCHANTS**

**I WHO ARE WE?**

1. All services specified in these Terms and Conditions are provided by UAB “DV Payment”.
2. We are authorised to issue electronic money and provide payment services throughout the entire European Union under Republic of Lithuania Law on Electronic Money Institutions and are regulated by the Bank of Lithuania. You can find more details about Us at: <https://www.lb.lt/en/sfi-financial-market-participants/uab-digital-virgo-payment>.
3. We will provide for You acquiring services, enabling fast and reliable processing of payment transactions, resulting in a transfer of funds to You as a merchant offering goods or services.
4. The Agreement (under these Terms and Conditions) will be concluded directly with Us.
5. Our registered offices are situated at J. Galvydžio st. 3, LT-08236 Vilnius, Republic of Lithuania, and we are registered in the register of companies for Lithuania under number 305065446. You can find more details at Lithuanian company register at [www.registrucentras.lt](http://www.registrucentras.lt)

**II CONTACT DETAILS**

6. If You have any queries relating to the Agreement please contact the User Support Unit by:
  - a) email: [support@dv-pass.com](mailto:support@dv-pass.com)
  - b) writing to: User Support Unit, UAB DV Payment, at J. Galvydžio st. 3, LT-08236 Vilnius, Republic of Lithuania.

**III DEFINITIONS**

The following words and phrases capitalised in these Terms and Conditions have the following meanings:

**Agent** means the DVPAYMENT agent (intermediary);

**Agreement** means the contractual relationship the subject of which is the cooperation between DVPAYMENT and the Merchant in accepting payments by the Merchant via the DVPAYMENT System that is governed by the Terms and Conditions and the Executive Agreement;

**Application Checks** means the level of investigations that DVPAYMENT must undertake on the Merchants under the Legal Requirements before concluding the Agreement, including online electronic checks with third parties and DVPAYMENT’s other service providers in order to verify the authenticity of the Merchant representative persons’ identity, legal documents, extract from company register and application. The level and scope of the documentation and information that DVPAYMENT will ask the Merchant to submit will depend on the services the Merchant want to use;

**Authorization** means a process in which DVPAYMENT, after receiving from the Merchant the Authorization Request regarding the Transaction requested by the User to settlement, confirms to the Merchant the possibility to perform the Transaction;

**Authorization Request** means the Request sent from the Merchant to DVPAYMENT in order to receive Authorization;

**Bank** means the bank contracted by Us to hold all Users’ funds in the Regulated Account(s);

**Business Day** means any day other than a Saturday, Sunday or public holiday in Lithuania;

**DVPAYMENT or We** means UAB “DV Payment” with its registered office at J. Galvydžio st. 3, LT-08236 Vilnius, Republic of Lithuania, register number: 305065446;

**DVPAYMENT System** means the system of authorization and settlements operated by DVPAYMENT, enabling the Merchant to be informed about Transactions;

**Executive Agreement** means an agreement concluded by DVPAYMENT and the Merchant in the mode described in the Terms and Conditions, specifying the details of cooperation, including a list of goods or services that will be covered by the cooperation, as well as technical details or other provisions if necessary, if they deviate from the principles of the Terms and Conditions;

**Fees** means the fees charged by Us from the Merchants for using our acquiring services, including the Transaction Fees specified in the appropriate Executive Agreement;

**GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;

**Intermediary Institution** means a payment service provider or other entity, through which the User transfers funds to DVPAYMENT for payment to the Merchant, in particular: a bank, an electronic money institution, a payment institution, other licensed payment service provider or a provider of electronic communications networks or services;

**Legal Requirements** means any and all applicable legal regulations that must be complied with in relation to the conclusion of the Agreement and use of acquiring services;

**Merchant or You** means a seller or provider of goods or services or an organization authorised to accept donations in accordance with applicable law, which whom DVPAYMENT concluded the Agreement;

**Personal Information** means the personal data and information You have provided Us with as part of the Agreement application process and the Application Checks;

**Regulated Account(s)** means the segregated account(s) held at the Bank for DVPAYMENT for the purposes of holding the Users' and the Merchants' funds in accordance with the Legal Requirements;

**Settlement Account** means a Merchant's payment account designated to make payment settlements between DVPAYMENT and the Merchant in the performance of the Agreement;

**Software** means a computer software compliant with the specification, which in connection with the software of the Merchant's system enables the use of the DVPAYMENT System;

**User** means a natural person or legal entity that purchases goods or services from the Merchant or makes a donation to the Merchant and therefore makes a Transaction via direct billing, payment card, e-wallet or other payment method, which in accordance with the given Executive Agreement the Merchant may make available to the User;

**User Support Unit** means the unit/employee in DVPAYMENT's structure which can be reached on the details in section II and who will be able to respond to queries relating to provision of acquiring services;

**Terms and Conditions** means these Terms and Conditions which regulate the relationship between DVPAYMENT and the Merchant including in respect to the Agreement and use of other services and the DVPAYMENT System;

**Transaction** means a transaction initiated by the Merchant or the User for the Merchant using the payment method provided by DVPAYMENT, including, but not limited to, direct billing, payment card, e-wallet or other payment instrument, in fulfilment of the payment obligation arising in the legal relationship between the Merchant and the User, including payment for goods or services purchased by the User from the Merchant or performance of donation agreement for the Merchant; in the case of obligations including recurring payments, "Transaction" will be understood as each single payment initiated for the benefit of the Merchant on the basis of an agreement between the Merchant and the User;

**Transaction Fees** means the Fees charged for each Transaction detailed in the Executive Agreement or Fee Schedule. Respectively contains A detailed breakdown of the Transaction Fees is contained in the Executive Agreement or the Fee Schedule, respectively.

#### IV CONCLUSION OF THE AGREEMENT

7. Merchant may apply for concluding the Agreement by completing KYC onboarding form.
8. Merchant may apply for concluding the Agreement only if:
  - a) It carries out a business or professional activity involving the offering of goods or services or a lawful activity involving fundraising for charitable purposes or other purposes permitted by law;
  - b) It intends to use DVPAYMENT's services only for purposes of offering of goods or services or carrying out fundraising directly related to the activity referred to in point a) above, carried out by the Merchant,
  - c) It has all necessary rights to conduct its business or professional activity or other activity referred to in point a) above, including individual administrative acts (concessions, permits, notifications etc.), if required by law,
  - d) the goods and services offered by the Merchant and the activity carried on by the Merchant, do not violate the law, good manners, rules of social coexistence and third party rights.
9. During the registration procedure Merchant will be asked to share Personal Information and information about business activity/shareholder's (related persons or companies). We may ask Merchant to supply additional

information and documentation (including information and documentation essential in order for Us to comply with the Legal Requirements (in particular AML risk management).

10. We will accept the Merchant's application only if we are able to satisfy Ourselves of the Merchant's identity through the Application Checks. Acceptance by Us of the Merchant's application is equal to the conclusion, under these Terms and Conditions, of the Agreement between Us and the Merchant. To start the operational activities it is also required to conclude the Executive Agreement referred to in section VIII below.
11. When We are conducting the Application Checks, We may disclose the Merchant's Personal Information in order to verify the Merchant's identity and application to Our suppliers, registered credit reference agencies or fraud prevention authorities.
12. The Merchant undertakes to only provide Us with true and accurate Personal Information and notify Us of any changes thereto as soon as possible so that Our records remain correct and up-to-date. The Merchant should always ensure that We have the Merchant's up-to-date contact details on file so that We may contact the Merchant on all matters concerning performance of the Agreement. Please remember that until the application is approved, the Merchant can rectify errors in the data itself. Where an error is identified after the form has been approved, the Merchant should immediately inform Us thereof by contacting the User Support Unit.
13. The Merchant undertakes to offer payment methods offered by DVPAYMENT only for goods or services offered by the Merchant and only for those goods or services which are specified in the Executive Agreement. In the event that the payment methods offered by DVPAYMENT are to be used by the Merchant for the purpose of accepting funds as part of public fundraising, charity or other similar purposes, the Merchant undertakes that any such fundraising will be in accordance with applicable law, including in particular, that the Merchant has all the required permits or notifications or has completed other required formalities enabling the collection of funds in accordance with the law. The Merchant also undertakes that any funds obtained will be used only for the lawful purposes for which they were paid by the User.
14. The Agreement is concluded for an indefinite period.

#### **V RIGHTS AND DUTIES OF DVPAYMENT**

15. DVPAYMENT will provide the Merchants and the Users with the DVPAYMENT System, by providing to the Merchant the Software and technical documentation, specifications, and other documents of the DVPAYMENT System, enabling the Merchants and the Users to use the DVPAYMENT System in line with the provisions of the Terms and Conditions.
16. DVPAYMENT will provide on a regular basis a list of the Transactions accepted in a given month to execute, in any case no later than by the end of the Business Day in which the Transaction is accepted, and if it is not a Business Day – to the end of the first following Business Day.
17. The exchange of data between DVPAYMENT and the Merchant will be performed in accordance with the DVPAYMENT System specification. In performing the Agreement, DVPAYMENT will use channels for the provision of information, which ensure the security of personal data and the security of the Transactions.
18. DVPAYMENT has the right to perform the activities covered by the Agreement through Agents.

#### **VI RIGHTS AND DUTIES OF MERCHANT**

19. The Merchant undertakes to ensure, that throughout the duration of the Agreement, the Merchant shall offer payment methods made available by DVPAYMENT only with respect to goods and services that are previously accepted by DVPAYMENT, i.e. goods and services indicated in the relevant Executive Agreement in the list of goods and services referred to in clause 34a) below and that these goods and services do not violate the law, good manners, rules of social coexistence and third party rights. However, the acceptance of goods and services by DVPAYMENT will in no way be construed as being a statement on the part of DVPAYMENT as to the legality of the goods and services. The Merchant is solely responsible for compliance of the goods and services with the applicable laws, good manners, rules of social coexistence and third party rights. The obligations set out in this clause as well as in clause 20, 34 and 35 below will accordingly also apply to Merchants offering the option to make donations using the payment methods offered by DVPAYMENT.
20. The Merchant will monitor on a regular basis if the goods and services offered by the Merchant with usage of payment methods offered by DVPAYMENT correspond with the goods, services and contents listed in the relevant Executive Agreement in the list of goods and services referred to in clause 34a) and that do not violate the law, good manners, rules of social coexistence and third party rights.

## VII TRANSACTIONS

21. DVPAYMENT undertakes to handle the Authorization Requests sent by the Merchant to DVPAYMENT as a result of the User's order to make a Transaction.
22. The Authorization performed by DVPAYMENT constitutes the obligation for DVPAYMENT to pay to the Merchant the amount of the authorized Transaction, unless the Agreement or the relevant Executive Agreement provides otherwise.
23. DVPAYMENT receives a remuneration from the Merchant for every Transaction in a form of the Transaction Fee as detailed in the relevant Executive Agreement in accordance with clause 34e).
24. Transactions will be settled in the periods agreed in the relevant Executive Agreement, however not longer than a calendar month.
25. DVPAYMENT performs payments for the authorized Transactions by credit transfers to the Settlement Account.
26. Payment referred to in clause 25 above is performed on dates agreed in the relevant Executive Agreement.
27. In case of the payments relating to the Transactions generated by the telecom operators' billing, DVPAYMENT is entitled to postpone the payment until it receives the respective funds from the telecom operator. For the avoidance of doubt, the Parties confirm that the postponement of the payment date referred to in the preceding sentence does not constitute a breach by DVPAYMENT of the Agreement and does not entitle the Merchant to bring any claims against DVPAYMENT in this respect, in particular for interest. This clause shall apply accordingly in the event of failure to transfer funds corresponding to Payment to DVPAYMENT by telecommunication operator or other Intermediary Institution, unless such failure to transfer was due to reasons attributable to DVPAYMENT.
28. The Transactions which cannot be identified due to the lack of required information will not be accepted by the DVPAYMENT System or will not be transferred to the Merchant. DVPAYMENT will not be liable to the Merchant for damages resulting from the implementation of this clause. The Merchant undertakes not to submit any claims to DVPAYMENT in such case.
29. The Transactions are identified on the basis of the Transaction number generated by the DVPAYMENT System.
30. DVPAYMENT confirms and transfers to the Merchant the Transactions with the identified Transaction number and in the amount corresponding to the value of the Transaction decreased by the Transaction Fee. The full amount of the Transaction and the amount of Transaction Fee are presented separately in the information given to the Merchant by DVPAYMENT.
31. DVPAYMENT does not bear the responsibility for the delays in processing the Transactions resulting from circumstances attributable to the Merchant or other circumstances for which DVPAYMENT cannot be held responsible.
32. DVPAYMENT may refuse to process the Transaction or stop the Transaction which does not meet the requirements specified in the Agreement or relevant Executive Agreement, as well as in the situations specified in the provisions of applicable law. In particular DVPAYMENT may refuse to process the Transaction or stop the Transaction in the following cases:
  - a) in doubts about the compliance of the Transaction with the provisions of the law (the Legal Requirements), or the Agreement,
  - b) when the Transaction cannot be identified, in particular in case of not receiving every information about the Transaction required by DVPAYMENT,
  - c) in case of negative assessment of the risk related to the Transaction,
  - d) for reasons relating to the security of the Transactions, or
  - e) in relation to a suspicion of unauthorised or illegal use of a payment instrument by the User.
33. DVPAYMENT notifies the Merchant about a refusal or stopped Transactions, unless the law prevents notification or the notification would be unreasonable for security reasons.

## VIII EXECUTIVE AGREEMENT

34. Regarding to specific goods and services offered by the Merchant, there will be concluded (in writing or electronic form) an appropriate Executive Agreement, specifying in particular:
  - a) list of goods and services or categories of goods and services, that will be subject to the relevant Executive Agreement;

- b) website address, the name of the mobile application or other sales platform, through which goods and services will be offered to the Users,
  - c) the planned date of commercial provision of the goods and services to the Users and the planned duration of such sharing or indication that the goods and services will be made available for an indefinite period;
  - d) an indication of the Intermediary Institution(s) concerned by the cooperation of DVPAYMENT and the Merchant on the basis of the relevant Executive Agreement;
  - e) the Transaction Fee amount or the Transaction Fee calculation model;
  - f) additional arrangements, if required for the purposes of cooperation between the Parties under the relevant Executive Agreement.
35. The Executive Agreement will be deemed concluded and binding upon the Parties upon its acceptance, in writing or in electronic form, by authorized representatives of the Parties. DVPAYMENT is entitled to terminate a given Executive Agreement or the cooperation between DVPAYMENT and the Merchant with respect to a particular goods or services from the list referred to in clause 34a) with immediate effect.
36. In the event of a discrepancy between the provisions of the Agreement and the Executive Agreement, the provisions of the Executive Arrangement will prevail.

## IX FEES

37. All Fees and charges are detailed in the relevant Executive Agreement. By concluding the Agreement, the Merchant undertakes to pay all applicable Fees that the Merchant may incur whilst using Our services, including the Transaction Fees.
38. After the end of a given billing period, DVPAYMENT will issue invoice for the Transactions Fee for the Transactions reported in this billing period.
39. Invoices will be sent to the Merchant in electronic form to the e-mail address indicated by the Merchant in the relevant Executive Agreement. Merchant declares that it agrees to receive invoices and correcting invoices in electronic form.
40. Fees due to DVPAYMENT will be settled between the Parties by deducting from the amounts of the Transactions transferred to the Merchant without the Parties' need to make any additional declarations of will, unless the relevant Executive Agreement provides otherwise.

## X TERMINATION OF THE AGREEMENT

41. Each Party can terminate the Agreement or a given Executive Agreement at any time with three-month notice with effect at the end of a calendar month.
42. Each Party can terminate the Agreement with immediate effect if the other Party breaches the provisions of the Agreement and fails to remedy the breach during additional period, not shorter than (five) 5 days, granted by the other Party.
43. DVPAYMENT is entitled to terminate the Agreement or respective Executive Agreement with immediate effect for the following material reasons:
- a) breach of clause 19 of these Terms and Conditions by the Merchant,
  - b) gross breach of essential provisions of commonly applicable law by the Merchant which have an effect on the performance of the Agreement.
44. Each Party may send a termination notice in writing.

## XI CHANGES TO THE TERMS and CONDITIONS

45. DVPAYMENT reserves the right to change these Terms and Conditions. DVPAYMENT will inform the Merchant about the change to these Terms and Conditions and the effective date of the changed Terms and Conditions by email (in the event such mean of informing was selected) and on the website [www.payment.digitalvirgo.com](http://www.payment.digitalvirgo.com). The effective date of the changed Terms and Conditions may not be sooner than two (2) weeks from informing DVPAYMENT about the change.
46. Until the day preceding the effective date of the changes to the Terms and Conditions set by DVPAYMENT, the Merchant can submit its objections thereto or terminate the Agreement effective on the day the changed Terms and Conditions become effective. The Merchant can submit its objection or termination in writing with the User Support

Unit. The absence of the Merchant's objection, expressed in the manner and within the deadline specified in this paragraph XI, equals the expression of the Merchant's consent to the changes and their coming into effect within the time set by DVPAYMENT. If the Merchant has not terminated the Agreement and it submits an objection to the changes to these Terms and Conditions in the manner and following the procedure set in this provision, the Agreement expires as of the day preceding the effective date of the changes. No additional fees will be charged to the Merchant by DVPAYMENT as a result of submitting an objection or ending this Agreement through its termination, referred to in this provision.

## XII DISPUTABLE TRANSACTIONS

47. Complaints of the Users and the Merchants regarding the Transactions are examined by DVPAYMENT.
48. The Merchant is obliged to notify DVPAYMENT about User's complaint and allegedly unauthorized or improperly made the Transactions immediately, not later than within three(3) days.
49. At the request of DVPAYMENT, the Merchant undertakes to submit, within the time specified by DVPAYMENT, but no longer than seven (7) days, reliable confirmation of delivery of goods or services to the User or, as the case may be, appropriate other proof of proper performance of the contract with the User, or the reasons for non-delivery. Where the Merchant fails to provide confirmation, the Merchant undertakes to return DVPAYMENT the amount equal to the Transaction immediately. The return is made by deducting the DVPAYMENT receivables for a return with the Merchant's receivables towards DVPAYMENT or by paying the missing funds.
50. The Transaction may be questioned by the User, which may result in the DVPAYMENT's obligation to return the Transaction amount in accordance with the provisions of the User's agreement with the User's provider, DVPAYMENT's agreement with the Bank or Intermediary Institution or in accordance with the provisions on payment services law. DVPAYMENT immediately notifies to the Merchant about the User questioning the Transaction. The Merchant is obliged to respond to the notification referred to above immediately, but no later than within three (3)days of being notified.
51. If the Bank, Intermediary Institution or other authorized institution accepts the reasons resulting in the DVPAYMENT's obligation to return the amount of the Transaction to the User, and refuse to accept the opposite reasons of the Merchant, the Merchant is not entitled to receive the Transaction, and if it was received, the Merchant is obliged to refund it immediately to DVPAYMENT. The return is made by deducting the DVPAYMENT receivables for a return with the Merchant's receivables towards DVPAYMENT or by paying the missing funds.

## XIII LIABILITY AND SUPERVISION

52. DVPAYMENT will not bear any liability for non-performance or undue performance of the Merchant's obligations towards the Users, including those related to purchasing goods or services for which they pay using payment methods offered by DVPAYMENT. In particular DVPAYMENT will not bear any liability if the Merchant fails to deliver goods or services despite the executed Transaction.
53. Subject to further provisions of this paragraph XIII, DVPAYMENT accept no liability for failure to perform or any delay in the performance of Our obligations under these Terms and Conditions as a result of any Legal Requirements. In such a case, We will not be liable for any direct or indirect or consequential losses the Merchant suffer.
54. Subject to the provisions of these Terms and Conditions, the Merchant will be liable for any losses or frauds resulting directly from the Merchant's failure to immediately in form DVPAYMENT about changes to the Merchant's data indicated in the KYC onboarding form such as contact details. The Merchant will bear the same responsibility in the case of provision of false or inaccurate details in the KYC onboarding form.
55. If the Merchant offers payment methods contrary to these Terms and Conditions DVPAYMENT may charge the Merchant for any reasonable costs that DVPAYMENT incur in taking action to stop the Merchant offering payment methods and to recover any money owed as a result of Merchant's activities. The same applies when the Merchant offers payment methods provided by DVPAYMENT for goods or services that are not indicated in in the Executive Agreement in the list of goods and services referred to in clause 34a) above.
56. DVPAYMENT liability is completely excluded if the non-performance or undue performance of a Transaction is due to a force majeure event or the application of the law (the Legal Requirements).
57. Since DVPAYMENT as licensed Electronic Money Institution are the subject to Bank of Lithuania supervision and as obliged entity in the understanding of Lithuanian Anti-money laundering and terrorism financing prevention Law:
  - a) the Merchant acknowledges that DVPAYMENT may submit to Bank of Lithuania or other administrative bodies information on the provisions and performance of this Agreement, including in particular information on the transferred amounts of the Transactions;

- b) the Merchant undertakes to provide assistance to DVPAYMENT, including to provide appropriate information relating to DVPAYMENT's activities connected with performance of the Agreement, within the limits and on the terms set out by DVPAYMENT or in applicable legal provisions, including provisions of Lithuanian Payments Law and Anti-money laundering and terrorism financing prevention Law.

#### XIV COMPLAINTS PROCEDURE

58. If You have any complaints or queries concerning the use of services or the Agreement, please contact the User Support Unit on the details as set out above.
59. Complaints and queries concerning the use of services we provide may be sent by contacting the User Support Unit in writing, and by email.
60. Complaints should be made in English and will be considered in this language.
61. You are required to submit to Us immediately complaints concerning an unauthorised, non-performed or unduly performed Transaction. Your failure to notify the irregularities referred to in the preceding sentence within thirteen (13) months from the day on which the Transaction was to be performed results in the expiry of Your claims against DVPAYMENT relating to the irregularity which has not been notified.
62. If, as a result of Your complaint the amount of the Transaction is refunded to You, and then it transpired that You were not entitled to the refund, the amount of the Transaction will be re-deducted from the amounts of the Transactions paid to You.
63. Complaints are processed without undue delay no later, however, than within fifteen (15) Business days from the day of receipt. In especially complicated cases, this time limit may be extended to thirty five (35) Business days, of which You will be informed in advance. We will send Our reply to Your complaint to the mailing address You have provided in Your complaint or, where notification by email is chosen, to the email address You have indicated.
64. You are required to provide Us with explanations and help in matters relating to the complaint You have made, if the provision of the explanations or help is not against the applicable law. You are required to provide explanations within seven (7) days from the receipt of the call.
65. If Our activity is in breach of the law, You can submit a complaint against the operation of DVPAYMENT with the Bank of Lithuania.

#### XV COMPENSATION

66. In accordance with the Legal Requirements, We are required to hold the funds being subject of the Transactions in the Regulated Account in case we suffer an insolvency event. In such a case the Merchant's funds will be protected from Our creditors. In the event of Our bankruptcy, funds resulting from the Transactions would be protected and would be returned to You.

#### XVI PERSONAL DATA

67. In accordance with GDPR, here below we describe the rules according to which DVPAYMENT processes personal data of representatives, employees and collaborators of the Merchant (hereinafter in this clause referred to as the '**Contact Persons**')
- a) personal data of Merchant's Contact Persons have been obtained by DVPAYMENT from the Merchant;
- b) the data controller of Contact Persons' personal data is DV PAYMENT UAB, address: J. Galvydžio 3, LT-08236 Vilnius, Lithuania, registered under number 305065446 in the Lithuanian Register of Entrepreneurs;
- c) DPO contact: [dpo@dvpas.com](mailto:dpo@dvpas.com);
- d) DVPAYMENT processes the following personal data of Contact Persons: name, surname, job title, business contact details (phone number, email address);
- e) personal data of Contact Persons is processed on the basis of Article 6(1)(f) of the GDPR, for the purposes resulting from the legitimate interests pursued by the controller (i.e. DVPAYMENT), whose interest is:
- concluding and performing the Agreement, including maintaining ongoing contact with the Merchant in the performance of the Agreement;
  - establishing, defending or pursuing any claims related to the performance of the Agreement;
- as well as on the basis of Article 6(1)(c) of the GDPR, in order to comply with legal obligations incumbent on the controller (e.g. tax obligations);

f) additionally, we will process image data of persons representing the Merchant to confirm their identity. We will process them on the basis of Article 6(1)(c) of the GDPR, i.e. in order to comply with legal obligations incumbent on the controller, resulting from anti-money laundering and terrorism financing prevention law;

g) personal data of Contact Persons will be processed for the period of performance of the Agreement or until the expiry of the limitation period for any claims arising from the Agreement, as well as for the duration of the performance of legal obligations incumbent on the data controller or for the time during which the regulations require the data controller to store the data;

h) Contact Persons have the right to:

- access to the content of their personal data;
- rectification of their personal data;
- erasure of their personal data;
- restrict the processing of their personal data;
- portability of their personal data;
- object to the processing of their personal data;

i) the indicated rights may be exercised by contacting DVPAYMENT's DPO to e-mail address referred to in section c) above;

j) notwithstanding the above, Contact Persons also have the right to lodge a complaint with the State Inspectorate for Personal Data Protection with its registered office at 17 L. Sapiegos Street, Vilnius, if they believe that the processing of their personal data violates the provisions of the GDPR;

k) personal data of Contact Persons will not be subject to profiling or automated decision-making;

l) personal data of Contact Persons may be made available to the following categories of recipients: entities related by capital to the controller, entities providing services to the controller, including legal, registered credit reference agencies or fraud prevention authorities, auditing, technical, IT, postal and courier services, public administration bodies, if the obligation to provide data results from applicable law;

m) in matters related to the processing, Contact Persons may contact the Data Protection Officer appointed by DVPAYMENT by e-mail at the e-mail address indicated in sec. c) above, as well as by traditional mail to the address of the registered office of DVPAYMENT;

n) Merchant will be obliged to fulfil the information obligation on behalf of DVPAYMENT towards the Contact Persons whose data is made available to DVPAYMENT, in accordance with the information resulting from this clause 67, in implementation of the requirements of Art. 14 of the GDPR.

68. The Merchant represents that it is the data controller with respect to personal data of the Users.

69. The Merchant entrusts DVPAYMENT processing of the Users' personal data for the purposes of performance of the Agreement, in particular for the purposes of handling the Transactions and providing related information (e.g. information about the purchased good or services, the amount of the Transaction). The scope of personal data of the Users entrusted for the processing for the above purposes is phone number (MSISDN). Additionally, for the purposes of the Users' complaints handling, the Merchant entrusts DVPAYMENT all or some of the following personal data, depending on actual scope of data received by DVPAYMENT in relation to handling a given complaint: name and surname of the User, phone number (MSISDN), place of residence or address for correspondence, e-mail address.

70. DVPAYMENT undertakes to process personal data entrusted by the Merchant according to applicable provisions of law and in particular provisions of the GDPR.

71. The Merchant hereby consents to further entrustment of the personal data by DVPAYMENT to DVPAYMENT's subcontractors: technical providers, email service providers, cloud services providers, telecom operators, if that is required for the purposes of the Agreement performance. DVPAYMENT ensure that its subcontractors will provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing of the personal data will meet the requirement of the GDPR.

72. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons (the Users), DVPAYMENT will implement appropriate technical and organizational measures to ensure that processing of the Users' personal data complies with applicable provisions of law and protects rights of the data subject, as well as to ensure security of personal data, in particular against disclosure to unauthorized persons, collection by unauthorized person, processing in the way incompatible with the provisions of the GDPR or accidental alteration, damage, loss, or destruction of the personal data.

73. DVPAYMENT will ensure that its representatives having access to personal data will be obliged to keep such data and methods of securing thereof in confidence and be obliged to protect such personal data, in particular from

unauthorized access, accidental alteration, loss, destruction or illegal disclosure. The obligation to keep confidentiality must be also secured after termination of legal relationship binding between DVPAYMENT and its representative. DVPAYMENT will ensure that the above persons will be trained with respect to obligations following from the GDPR.

74. DVPAYMENT will not transfer personal data entrusted by the Merchant to a third country or an international organization, unless required to do so by the applicable provisions of law; in such a case DVPAYMENT will inform the Merchant of that legal requirement, unless the law prohibits such information on important grounds of public interest.
75. Taking into account the nature and scope of the processed data, DVPAYMENT undertakes to assist the Merchant in fulfilling the obligations set out in Articles 32-36 of the GDPR (in particular for the security of processing, reporting a personal data breach to the supervisory authority, notifying the data subject of a personal data breach, conducting a personal data protection impact assessment, consulting the supervisory authority).
76. In the case of ascertaining a breach of personal data processed by DVPAYMENT or its subcontractor, DVPAYMENT will without undue delay notify the Merchant about it and perform other obligations following from the applicable provisions of law related to such breach and in particular provide the Merchant with the information indicted in art. 33 sec. 3 of the GDPR, in the scope possessed by DVPAYMENT.
77. The Users' personal data entrusted by the Merchant will be processed by DVPAYMENT, including stored, for the duration of the Agreement. Upon termination of the Agreement, DVPAYMENT will return, delete or anonymize the personal data within 90 days of termination, unless DVPAYMENT has other rights to process such personal data.
78. Upon Merchant's request, DVPAYMENT will make available to the Merchant possessed information necessary to demonstrate compliance with the obligations laid down in this paragraph of the Agreement or the provisions of applicable law and will allow the Merchant or auditor authorized by the Merchant to perform an audit regarding performance by DVPAYMENT of such obligations, according to rules set forth in applicable provisions of law.
79. Each Party will also cooperate with the other Party in the scope related to personal data processing, in particular provide upon the request of the other Party appropriate information if that is required in particular for the purposes of complying of obligations with respect to the data subjects or other obligations following from the GDPR.

## **XVII CONFIDENTIALITY**

80. The Parties shall be obliged to keep confidential any confidential information in the meaning of clause 81 below.
81. Confidential information is understood as information about the Software, documentation, all knowledge, techniques, ideas, rules and concepts that are contained in software or technological solutions and documentation, information concerning financial matters and any other information received by the Party as a result of mutual cooperation, which are not meant for public distribution.
82. The Parties undertake to use confidential information only for the proper performance of the Agreement.
83. The confidential information cannot be transferred directly or indirectly to any third party, whereas within the organizational structures of the Parties access to such information shall be available only to employees, subcontractors and representatives whose access to information is justified by their position or participation in performance of the Agreement, as well as auditors or entities providing legal services who shall be obliged by the Parties to keep confidential any information received in the course of conducting an audit or providing legal services
84. Disclosure of the confidential information by any Party to any person other than the natural or legal persons mentioned above requires always written approval from the other Party, unless such information is in the public domain and their disclosure did not occur through breach of provisions of the Agreement.
85. The obligation to keep confidentiality does not apply to disclosure of information on the basis of applicable legal regulations to authorities or persons authorized to receive such information.
86. The obligation to keep confidentiality described in this paragraph shall apply for the whole term of the Agreement and also for a period of three (3) years after termination or expiry of the Agreement.

## **XVIII GENERAL TERMS**

87. These Terms and Conditions are available on the website [www.payment.digitalvirgo.com](http://www.payment.digitalvirgo.com) from which You can download or print them off. You can also obtain these Terms and Conditions on request contacting the User Support Unit. The Agreement as well as these Terms and Conditions are made in the English and in the Polish language version. In the event of any discrepancy, the English language version shall prevail.
88. Unless these Terms and Conditions expressly stipulate otherwise, during the course of performance of the Agreement We will be communicating with You by telephone, email or by letter.

89. The Merchant hereby consents (without the right to receive any fees on this account) to use Merchants' logo, trademarks or trade names on the websites of companies from the Digital Virgo capital group and operators, as well as in any other media or promotional materials in which the possibility of making payments via operator channels will be communicated, with the proviso that the manner and place of the publication will be subject to approval by the Merchant prior to publication.
90. If any terms or provisions in these Terms and Conditions turn out to be invalid or ineffective in whole or in part for any reason, other terms and provisions of these Terms and Conditions will remain in force and effect.
91. Non-exercise or delay in the exercise of any right or remedy does not mean Our waiver of such right or remedy in whole or in part and does not deprive Us of the possibility of exercising such rights or remedies in future.
92. You are not authorised to assign Your rights under these Terms and Conditions and the Agreement. This Agreement is binding upon You personally and cannot be transferred. You retain potential liability under these Terms and Conditions until the Agreement expires.
93. Unless We have assigned the rights under these Terms and Conditions, no third party will have any rights or benefits arising from these Terms and Conditions.
94. These Terms and Conditions, including the relationship between Us and You before the execution of the Agreement and the execution of the Agreement will be governed by the Law of Lithuania.
95. Any disputes arising out of or in connection with the Agreement, which have not been resolved in an amicable fashion, will be settled by the state court competent for the domicile of DVPAYMENT.

**UAB DV Payment**

**Terms and Conditions for Merchants v. 9**