
GoGo2 Payment Terms and Conditions

1. Description

The following terms and conditions concern the services provided by the company AJ-Mercury Solutions Ltd 9, based in 67 Agias Fylaxeos St., Limassol, 3025, Cyprus. Payment Terms and Conditions shall be implemented for use of the AJ-Mercury's online website, www.gogo2.com as well as any services provided by the Company. Anyone who uses the POS of GoGo2 is considered to have read, understand, consent and unconditionally accept the terms and conditions set forth herein without any exceptions.

2. Definitions

The definitions set out in this clause apply in these Terms as follows:

"Acquirer" refers to the member of the Card Schemes who enters into an Agreement with the Merchant for the display of any licensed trademark and the acceptance of the Products and Services of the Card Schemes.

"Additional Charge" means any additional fee charged to a customer who uses a Card to pay for a Transaction.

"Agreement" refers to the Agreement for Participation in Terminal Point of Sale (POS).

"Application Form" refers to the application completed and signed by the Merchant for the provision of services offered by the GoGo2.

"Approved Products/Services" refers to products or services:

- Which are offered for sale by the Merchant on his website at the web address (URL) or through his physical store as approved by the GoGo2 and
- For which GoGo2 obtains its approval upon registration of the Merchant or for any other products or services belonging to the same type of business and
- They are not products or services listed among GoGo2 prohibited business types as listed on the GoGo2 website (www.gogo2.com).

"Authorization" refers to the approval of the Transaction by either the Issuer or the Issuing Bank, Card Schemes or Stand-In Processing.

"Bank or Local Bank" refers to all legal entities licensed by Card Schemes and regulators to operate as a banking or credit institution.

"Business Day" refers to any day on which the Banks are open for business purposes in the Republic of Lithuania.

"Capture" refers to the clearing and settlement request from an E-Commerce Merchant to GoGo2. The Clearing Order can only be executed after the goods or services have been loaded or delivered.

"Cardholder" refers to a person or entity that has a Cardholder account with an Issuer.

"Card Acceptance Guide" refers to all the reference materials containing the GoGo2 rules, which are periodically provided to the Merchant by the GoGo2 and which describe the procedures that the Merchant must follow.

"Card or Bank Card" refers to a Payment Card, device or any other electronic or virtual product or account that is capable of completing a Transaction payment and is issued by a member or customer for use in connection with the Card Schemes and bears a licensed mark.

"Card Schemes" refers to the organizations that establish the international rules for payment systems and for acquiring payments made using the payment Cards, including "Visa Europe", "Mastercard Worldwide", "UnionPay International", "Japanese Credit Bureau (JCB)" and "American Express Limited".

"CVC2" Card Validation Code 2 for Mastercard cards, refers to a unique control number printed on the back of the Mastercard Cards.

"CVV2" Card Verification Value 2 for Visa refers to a unique check number printed on the back of Visa.

"Chargeback" refers to the Transaction which the Issuer or the Issuing Bank returns to the Recipient in accordance with the rules.

"Fixed Collateral" refers to a particular amount of money that is held as security to cover potential liabilities of the Merchant from the Secured Claims. It may be bound in the form of a Rolling Reserve which comes from a percentage of the Merchant's Transaction amount.

"Credit or Credit Form" refers to the file that testifies to the Refund to the Cardholder.

"Cryptocurrency" refers to digital or virtual currency that is secured by cryptography, which makes it nearly impossible to counterfeit or double-spend. Many cryptocurrencies are decentralized networks based on blockchain technology a distributed ledger enforced by a disparate network of computers. A defining feature of cryptocurrencies is that they are generally not issued by any central authority, rendering them theoretically immune to government interference or manipulation.

"Customer Service Fee" refers to the amount charged to the Merchant by the GoGo2 for processing each Transaction, as set forth in the Agreement for Participation in Terminal Point of Sale (POS) and which may be amended by the GoGo2 from time to time.

"Data" refers to documented data and files of any kind related to Transactions, Debit Dispute, Cancellations/Reversals or Returns (including, to avoid doubts, data related to Cards and Buyers) and will include Personal Data resulting from transactions and Sensitive Identification Data.

"Data Processor" means any Person who alone or together with others determines the purposes and manner in which Personal Data is Processed or will be Processed.

"Data Protection Legislation" refers to all Laws applicable to the protection of Personal Data from time to time including (EU) 2016/679 General Regulation on Data Protection and Personal Data Processing (Personal Protection) Law 138(I)/2001 ("the Law") as amended from time to time together with other Regulations made under it.

"Data Subject" refers to a person whose Personal Data is Processed under this Agreement.

"Deposit" refers to the payment of a Transaction Receipt from Merchant to Recipient resulting in a credit or debit to the Merchant's account.

"3-D Secure" refers to an electronic commercial Transaction that has been authenticated using an authentication method based on the 3-D secure specifications.

"E-Commerce Merchant" refers to a Merchant who accepts Transactions through the GoGo2 Online Websites Payments.

"Form" refers to a Credit Form and/or an Application Form.

"Fraudulent or Incorrectly Encrypted Transactions" constitute without limitation (i) sales made under a different trade name or business cooperation as indicated in these Terms for Participation in Card Schemes or as otherwise endorsed in writing by GoGo2 (ii) Transactions which may result in fines or penalties of any kind, losses, damages or any other costs that exceed the total selling price (iii) Any Transaction that violates any law, provision, or regulation applicable to the Merchant's business (iv) Sales from third party sales themselves (v) Transaction Amounts for which a customer has not expressly authorized payment within GoGo2.

"GoGo2" refers to the brand name "GoGo2" of the company AJ-Mercury Solutions Ltd.

"GoGo2 Online Website Payments" refers to the GoGo2 web portal system which accepts and processes e-commerce transactions.

"International Card System Regulations" refers to the regulations as defined by the Card Schemes governing payment systems via Cards.

"Issuer" refers to a member who issues Cards to a Cardholder and maintains a contractual relationship with that Cardholder in relation to that Card.

"List of Approved Subcontractors" refers to the list of subcontractors maintained and available by the GoGo2 through the GoGo2 website (www.gogo2.com) as amended from time to time.

"Merchant" refers to any entity or individual that has a contract with GoGo2 under which it accepts Cards from Cardholders in payments for goods and services.

"Merchant Number" refers to the reference number given by GoGo2 Recruitment after the receipt of the Merchant Application Form and the Merchant's registration in the Card Schemes.

"Merchant Representative" refers to the term used for a service provider or a third party who comes into contact with Cardholder information as part of a service offered to the Merchant. More specifically, a "Merchant Representative" can only be considered as such if he stores, processes and transmits Cardholder data, if this exists, then the "Merchant Representative" must be registered in the Card Schemes.

"Other financial institution" refers to any third-party credit or financial institution (including Card Issuers) which may be involved or which we involve in our sole discretion in the course of providing any of our Services.

"PCI-DSS: Payment Card Industry Data Security Standard" provides the basis of technical and operational requirements designed to protect Cardholder data. PCI-DSS

applies to all card processing entities including Merchants, processors, Recipients, Issuers, and service providers, as well as all other entities that store, process, or transmit Cardholder data. PCI-DSS consists of a minimum set of requirements for Cardholder data protection and may be enhanced by additional controls and practices for further risk mitigation.

"Performing the Data Processing" refers to a Person who alone or together with others (other than an employee of the Data Processing Officer) who processes Personal Data on behalf of the Data Processing Officer.

"Person" refers to any person, company, corporation, corporate sole or corporation aggregate, government, state or government agency or agency, firm, cooperative, association, organization or trust (in any case, regardless of jurisdiction at or below from which it was founded, formed or otherwise exists).

"Personal Data" refers to data relating to a person who is alive who may be identified by this data or by a combination of such data and other information in possession or possibly possessed by the Data Controller.

"Personal Data Processing" refers to any function or set of functions performed on personal data or a set of personal data, whether or not by automatic means such as collection, recording, organization, structure, storage, customization or processing, retrieval, consultation, use, disclosure through transmission, dissemination or otherwise the disposal, alignment or combination, restriction, deletion or destruction.

"PIN" refers to the Personal Numerical Identification Code used to identify a Cardholder in an Authorization request.

"Privacy and Personal Data Protection Statement" refers collectively to GoGo2's "controlled" privacy and personal data protection statement as updated from time to time and available on the GoGo2 website (www.gogo2.com).

"Refund/Return Transaction" refers to the Card Transaction between the Merchant and the legal Cardholder in which the Cardholder receives a refund.

"Reversal / Void" refers to the cancellation of a Transaction.

"Application Form" refers to a file including any electronic Transaction reports (e.g. for E-Commerce Merchants) proving the purchase of goods/services by a Cardholder.

"Selling Limit" refers to the amount of currency for single Transactions for certain types of Merchants and certain types of Transactions above which Authorization is required.

"Sensitive Authentication Data (SAD)" refers to security-related information (including, without limitation, card verification codes/control number, complete magnetic stripe tracking data or equivalent on chip, PINs and PINs blocks) used for the authentication of cardholders and/or for the approval of card transactions.

"Service Point" refers to the Merchant system, Point of Sale (POS) device, Merchant website and GoGo2 payment systems used to process Card Transactions.

"Split Sale" refers to the preparation of two or more Application Forms for a Transaction in one account.

"Stand-In Processing" refers to a component of Card Schemes that provides endorser Approval services when the Cardholder Positive Approval System is used or when the Issuer or its system processor is unavailable.

"Supervisory Authority" refers to any governmental or supervisory authority and/or any self-supervisory authority, government department, agency service, committee, council, court, or judicial or other regulatory authority having jurisdiction over any of the Parties and/or their operations or any part or subdivision thereof in any jurisdiction in which the Services or any local, provincial authority or other subdivision or part thereof are available.

"Tax Authorities" refers to the Tax Department of the Republic of Cyprus, EEA countries and more regardless of the regions of each country in relation to VAT and Income Tax.

"Terminal Point of Sale (POS)" refers to the device used in the Transaction Point which has a corresponding Transaction Point capability.

"Transaction or Card Transaction" refers to the Transaction between a Cardholder and a Merchant for the sale or rental of goods or the provision of services or any Refund resulting in a Receipt of Transaction.

3. GoGo2 Services

- a) The POS software and devices that are available for sale on the GoGo2 portal exclusively refer to terminals which have the GoGo2 software through which the Merchants can accept payments through famous card schemes or cryptocurrencies. All the services offered fully satisfy the descriptions of the services and products of GoGo2 (as displayed on the website), which you should read carefully. The products are intended exclusively for those interested in accepting payments through a POS Terminal. These can be retail or wholesale businesses. You should read and understand that in case of rejection of the provision of services by GoGo2 or the interruption of the services offered to you, it will lead to the POS Terminals being not operational. GoGo2 disclaims any responsibility and is not obliged to compensate the merchant. It is preferable to complete the registration and identification procedure with GoGo2 before purchasing the relevant products. Therefore, reselling, transfer of ownership as well as transfer of the right of use of the product is strictly prohibited without GoGo2's prior official consent. For security reasons GoGo2 reserves the right to interrupt any time the clearing process of all transactions made with products that were sold without GoGo2's written consent.
- b) The card transactions through payment schemes are offered by UAB Paynt, a limited liability company organized and existing under the laws of the Republic of Lithuania, company code 303227757, having its registered office at Lvovo str. 25, Vilnius, Lithuania, holding an unlimited electronic money institution license No. 2. The activities of Paynt are supervised by the Lithuanian financial supervisory authority – the Bank of Lithuania (code 188607684, address Gedimino ave. 6, LT-01103 Vilnius, Lithuania). By using Card processing through the services of GoGo2, the Merchant accepts the Terms and Conditions of Use of UAB Paynt.

- c) LetKnow OÜ (legal entity code 14494307) operating under the brand name Letknow Pay a company incorporated with limited liability in the Republic of Estonia is the payment service provider which allows merchants to accept digital currency (cryptocurrencies) payments. LetKnow has obtained licensing from the Estonian Financial Intelligence Unit (the "FIU") for the purposes of providing digital currency to fiat exchange services (license no. FVR000334) and digital currency wallet services (license no. FVK000277). By using Cryptocurrency processing through the services of GoGo2, the Merchant accepts the Terms and Conditions of Use of LetKnow OÜ.
- d) The Digital Payments Service Portal is offered by Payswix, UAB (legal entity code 304604766) operating under the brand name payswix (the "**Payswix**") is an Electronic Money Institution authorised by Central Bank of Lithuania (License No. 21) for the issuing electronic money. Payswix offers the possibility to the client to manage the GoGo2 account and execute Payment operations:
- i) via the internet by logging in to its personal Account with its login name and Security credentials;
 - ii) by Payment instruments linked to the GoGo2 account (the supplement "Payment Instruments" is applied after the Client has agreed to conditions of the Supplement);
 - iii) by other instruments indicated by GoGo2 after the Client has agreed to conditions of using such instruments.

Payment transfers from the Client's GoGo2 account may be executed:

- i) to another AJM account of the Client;
- ii) to another user of the System, i.e., Client of GoGo2;
- iii) to payment accounts of the Client or third party opened with Lithuanian, EU and/or foreign PSPs (except for PSPs in foreign countries, Payment operations to which are forbidden: GoGo2 informs the Client about such countries in the System).

By using the Digital Payments Service through the services of GoGo2, the Merchant accepts the Terms and Conditions of Use of Payswix, UAB.

4. Use of Electronic POS Terminal (POS)

GoGo2 will present POS models to the Merchant and the Merchant will freely choose the type of POS which will be installed at the Merchant's place of business. The start date will be the date on which the POS is installed and operational at the Merchant's place of business.

- a) The Merchant will be responsible for: (a) the provision and supply at its own expense of a suitable POS installation site and the appropriate telephone line, (b) the appropriate and necessary electronic settings in order for the POS to operate in accordance with the manufacturer's instructions and GoGo2 instructions for installation, programming and operation of POS by GoGo2.

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- b) In the event that the Merchant leases the POS from GoGo2, the latter will provide any technical or other support regarding the approved software, upgrades and parameters of the POS. The Merchant will only allow GoGo2 Authorized Dealers to program the POS. In the event that the POS is purchased from authorized GoGo2 vendors, the Merchant and vendors are responsible for ensuring that the approved GoGo2 software, upgrades and parameters are installed at the POS.
 - c) The Merchant will be solely responsible for complying with all applicable telecommunications regulations, including those applied by different telecommunications organizations.
 - d) The Merchant will use the POS to receive an Authorization, Card Transaction Clearance Information Order and then transmit for processing all Card Transactions in accordance with the Card Acceptance Guide and for any other functionality approved by the GoGo2. The Merchant will not use the POS for any purpose other than the specific purpose for which it is rented/purchased and the Merchant will be responsible for protecting it from any damage or causes that may result in damage or destruction. The Merchant will not install or connect any equipment or component to the POS that may interfere with its operation and use. Any technical modifications required for the POS must be approved by the GoGo2.
 - e) If the Merchant fails to obtain Authorization for a Card Transaction via POS, then he has three options: (a) to refuse the Transaction, (b) to contact GoGo2 for a review of the Card and (c) to request other Authorization via POS for a smaller amount. If the Merchant manages to obtain an Authorization through the third option, then he has waived the right to request an Authorization for any other amount, smaller or greater than the one authorized, within the next 24 hours from the Authorized Transaction.
 - f) The Merchant will notify of GoGo2 any loss, theft, exposure, misuse or unauthorized use of the POS as soon as it comes to its attention.
 - g) The Merchant will notify GoGo2 in a timely manner of any POS malfunction and of the place, time and nature of such malfunction.
 - h) The Merchant must ensure that the POS is always operated by trained personnel and in accordance with the GoGo2 instructions and the manufacturer's specifications and any other instructions and procedures issued by the GoGo2 from time to time.
 - i) GoGo2 is at all times the sole owner of the POS in the event that the Merchant leases the POS from GoGo2. The Merchant will have no other right to use it except for the purpose for which it was purchased/rented at its place of business or as otherwise stated in the Agreement. GoGo2 may at any time affix stickers to the POS which will demonstrate GoGo2 legal ownership.
 - j) GoGo2 may at any time stick a sticker on the POS terminal which includes the relevant contact details of GoGo2 customer service and technical support.
 - k) In the event that the Merchant is leased to the POS by GoGo2, he will be obliged to keep the POS free from any rights, claims, burdens, encumbrances or foreclosure procedures. The Merchant will not sublet or assign the POS to any other party. In

case the POS is owned by the Merchant, the latter must notify the GoGo2 in writing of any change in ownership of the POS.

- l) Loss or any other damage to the POS or its non-use for any reason (with the exception of its non-use due to non-operation and where the Merchant is not responsible) will not be a reason to reduce the rental fee. The Merchant has full responsibility to insure the POS against all risks. In case the POS is lost, stolen, destroyed, damaged or becomes non-functional, the Merchant will be responsible for the costs and repair. In case the POS cannot be repaired, the Merchant will be responsible for the residual value of the POS (cost minus depreciation).
- m) The Merchant is obliged to keep all its POS devices always connected to the GoGo2 systems in order to be constantly updated and functional.

5. Merchant's Obligations

- a) Where the Merchant chooses not to accept all Cards or other means of payment of a payment card System, then he will inform the Cardholder of this in a clear and unequivocal manner. The Merchant assumes that such information is prominently displayed at the store entrance, at the checkout or on the website or other electronic or mobile means and will be provided to the Cardholder in due time before the Cardholder enters into a purchase agreement with the Merchant.
- b) The Merchant will comply with all GoGo2 guidelines and the provisions set forth in these Payment Terms and Conditions and the Terms and Conditions of the companies (clause 3) that offer connected services in collaboration with GoGo2.
- c) The Merchant understands and acknowledges that according to the current legislation the application of any additional charges is prohibited, and the Merchant undertakes the obligation to comply with these laws at any time.
- d) The Merchant undertakes to provide the GoGo2 with any details and Transaction documents, as may be required of it by the GoGo2 from time to time and in connection with the Transactions under investigation by the Card Schemes and the Tax Authorities.
- e) The Merchant undertakes to comply at all times and to observe all the instructions issued by the Central Bank of Cyprus, Central Bank of Lithuania, EEA Central Bank, Turkey Central Bank and more central banks regardless of the regions of each country from time to time, in relation to the Measures for the Prevention and Combating of Money Laundering and Terrorist Financing.
- f) The Merchant will comply with all necessary security requirements as set forth in the PCI-DSS standard for Card data protection, as well as any additional security requirements that GoGo2 may impose from time to time when and if instructed by the Card Schemes.
- g) The Merchant undertakes to complete any questionnaires on an annual basis regarding the processing, sending and storage of data according to the PCI DSS standard.

- h) The Merchant acknowledges that GoGo2 reserves the right to conduct regular inspections to ensure that the necessary security measures are in place to protect Cardholder data. Failure to comply will result in the Merchant not complying, in which case GoGo2 reserves the right to terminate the Agreement without prior notice.
- i) The Merchant, in its sole discretion, may, in the event that it deems that a Card has been altered, deformed or falsified or that it is included in the stop list, attempt to hold the Card using prudence and diligence in order to avoid disturbing the peace or any injury to any person or property.
- j) The Merchant will display promotional material provided periodically by GoGo2 to inform the public that the designated Cards will be accepted by the Merchant.
- k) The Merchant will securely store all personal data of customers who come into its possession, as well as personalized security information provided by GoGo2 for authentication purposes. This information is considered confidential and access to it is prohibited by any third party without the prior authorization of the GoGo2.
- l) In no event and at no stage of the Transaction will the Merchant, and consequently, its business systems which are connected to the companies' payments systems in collaboration with GoGo2 (clause 3), store its Customer Card details. Card Details are the Card numbers, expiration dates and any other data collected in the context of the Transaction.
- m) The Merchant will promptly notify GoGo2 of any changes that may affect these Payment Terms and Conditions including any changes to the information set forth in the Application Form and/or any other changes that may affect the Merchant's account (e.g. address, telephone number, URL, email, directors, shareholders, secretary, authorizing person for signature on behalf of the company, business name, etc.).
- n) The Merchant undertakes at all times to provide true copies of any documents relating to their identity to the GoGo2 in the event that the Merchant is a natural person or its legal status in the event that the Merchant is a legal entity. In the case of the latter, such documents include the Merchant's corporate documents and all relevant certificates issued by the competent public authorities. The Merchant further undertakes to notify GoGo2 in the event of any changes to these documents.
- o) The Merchant will notify GoGo2 immediately of any agreement made with a "Merchant Representative". If the Merchant uses a "Merchant Representative", then the Merchant must contact GoGo2 for guidance on the process of registering a Merchant Representative in Card Schemes.
- p) The Merchant agrees to comply with all laws applicable to its business activities, including, without limitation, any export, import, customs clearance or other restrictions on the distribution of any goods or services sold by the Merchant.
- q) The Merchant undertakes to immediately notify GoGo2 of any changes to the type of products or services he offers and GoGo2 must approve such changes.

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- r) The Merchant is obliged to maintain and keep all Application Forms for Visa and for a period of at least 6 months and for Mastercard a period of at least 13 months and will provide within seven (7) days with all requested copies and/or originals of the Application Forms. Upon expiration of the above period from the date of issue of the above Application Forms, or as otherwise required by applicable law, the Merchant destroys them in a way that makes them impossible to read.
- s) In case of Application Forms issued by the merchants in connection with the provision of services to these customers, Cardholders, and where necessary to sign private contracts between the merchant and his customer (e.g. hotel overnights and/or the issuance of airline tickets and/or car rentals, insurance companies, foreign exchange purchase, etc.), the Merchant will maintain and keep for a period of at least three (3) years any contracts, account details and Customer registration cards (check-in/registration, etc.) and copies of receipts or other forms (e.g. airline tickets for airlines) which are considered necessary for the processing of the Transaction. GoGo2 reserves the right at all times to verify this document and/or electronic data.
- t) Merchants who are not hosted on the GoGo2 and who, by extension, have an impact on transaction security and/or store, process or transmit Cardholder data (i.e. where a Primary Account Number - PAN), will comply with PCI-DSS as valid in their environments at all times. In the event that the Merchant outsources any process within the payment process (i.e. webpage hosting, payment gateway hosting, Internet Payment Service Provider), and therefore allows a third Merchant Representative to transmit, process or store Cardholder data on his behalf, then that Merchant is responsible for ensuring that the third party complies with PCI-DSS and is registered with Card Schemes. Failure to do so will render the Merchant non-compliant, in which case GoGo2 reserves the right to terminate the Agreement without prior notice.
- u) During the validity of the Agreement, the Merchant agrees to support GoGo2 and to provide any information or access in order for GoGo2 to be able to:
- i) Review, for validation purposes, any information provided by the Merchant.
 - ii) Review credit reports and/or otherwise validate the Merchant's current creditworthiness and financial adequacy.
 - iii) inspect the Merchant's premises (physical and non-physical) at any time during the Merchant's working hours and the Merchant agrees to cooperate with any such inspection.
- v) The Merchant is obliged to comply with any network configuration and/or protocols and/or any improvements of the Card Schemes which may affect the connection to any GoGo2 system.
- i) GoGo2 reserves the right to change all or part of the network configuration and protocols used to provide GoGo2's systems services. If any such changes require the Merchant to change the data communication protocols or communication networks, then GoGo2 will give the Merchant thirty (30) days prior notice.

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- ii) Such changes will be implemented by assuming all relevant costs from the Merchant.
 - w) The Merchant will pay GoGo2 on time any amount due upon receipt of GoGo2 invoice. GoGo2 reserves the right to deduct these amounts from payments due to the Merchant for purchases.
 - x) Merchant agrees to cooperate on significant payment security incidents, including data breaches, with both GoGo2 and related law enforcement agencies.

6. E-commerce Merchant's Obligations

- a) The Merchant undertakes to clearly separate all payment-related processes from the online store so that customers are able to know when they contact GoGo2.
- b) The Merchant will proceed with the Reverse processing at any time that requires cancellation of a Transaction. The Merchant acknowledges, however, that such a request for cancellation will be granted in accordance with the Issuer's policies and procedures.
- c) When a Merchant operates via a URL number it is required that this list of URLs be given to the GoGo2 prior to any processing. If additional URLs are added in the future, then they should be pre-registered with the GoGo2.
- d) Merchant agrees to have clear and complete terms and conditions on its website for its customers and GoGo2 will conduct sales, quantity, delivery, return or exchange inquiries so that the customer is reasonably aware of them before the sale is completed.
- e) In the event that the Transaction concerns the sale of products for delivery to a country outside the Republic of Cyprus, or EEA country and other third country the merchant is obliged to follow the local legislation of the country where the products are sent. In case of a legal problem, the responsibility lies with the Merchant.
- f) The Merchant's website must comply with all required standards as well as the requirements that arise during the website evaluation process.
- g) The Merchant, at his own expense, will:
 - i) Establishes all connections to GoGo2 systems in accordance with all GoGo2 specifications, requirements and instructions.
 - ii) Complies with all technical specifications issued by GoGo2 from time to time.
 - iii) Complies with government regulations, existing regulations of the Telecommunications Authority and/or other relevant Authorities.
 - iv) Complies with PCI-DSS through the appropriate Self-Assessment Questionnaire (SAQ) as assigned by the GoGo2 and/or performs an on-site

inspection if necessary. The Merchant must validate the compliance prior to the commencement of this contract and maintain that compliance annually.

- v) Pay any fees and fines to be imposed by GoGo2 and/or Payment Card Schemes in the event that the Merchant's website and/or system has been violated.
- vi) The Merchant is prohibited from storing Sensitive Authentication Data (SAD) such as CVV2 and CVC2 after obtaining Approval, as well as the complete registration data of the Card. If the Merchant is found to store the data in any form, the Merchant will be subject to fees and fines imposed by the GoGo2 and/or the Card Schemes regulations.

7. Purchases

Purchases will be made exclusively after contacting the GoGo2's support members. Your order will be considered received by GoGo2 on receipt of a confirmation email. For any updates on the approval process and the provision of the GoGo2's POS system you will receive a relevant email from the support department. Availability details will be emailed to the applicant. You are required to review your e-mails and inform GoGo2 in writing of any errors, otherwise the details mentioned in e-mail will be applied normally. Please consider that the prices of GoGo2 products may change at any time without prior notice. Also, special offers of GoGo2 products will last until stocks run out or for a certain period. GoGo2 shall not be held liable for any errors in product features, images and prices emailed by support department, and cannot guarantee that no errors will arise from any cause in entering and/or updating the features and/or the price of a product.

8. Cancellation

You can cancel any purchase before receiving the product, by sending an email to GoGo2 support department. We will inform you of the options available to you depending on the stage of your order.

9. Delivery / Ownership / Risk

The POS products are available mainly in EEA countries and more regardless of the regions of each country. The POS product will be sent to the area that the Merchant declares at the official request via email. This will be requested by Merchant to be verified in a separate email. In case of inability to send to the area stated by the Merchant, then you will be notified via email. Deliveries are made daily except Saturday, Sunday and holidays. Delivery time depends on the shipping area of the POS product. Ownership of the product will be transferred after full repayment, while the risk will be transferred upon delivery.

10. Warranty and Limitation of Liability

a) In case of defects in the product, the customer can:

- ✓ Request the repair or replacement of the product at no extra cost. This will be examined by the relevant department of the company.
- ✓ Ask for a discount
- ✓ To request withdrawal from the purchase agreement of the product

In all cases where a defect is found, please contact GoGo2 as soon as the POS product is delivered and no later than three business days via email.

- b) If failure is declared within fourteen (14) calendar days from the date of receipt, GoGo2 will proceed in product's replacement with a new one, that meets the same or similar technical specifications. Merchant is obliged to return the whole package of the POS product which he declared as defective to an address to be declared by GoGo2 and in good condition. Following the returned of POS product, GoGo2 will carried out the necessary checks and the provision of a new POS product will be considered as soon as possible.
- c) If failure is declared after a period of fourteen (14) calendar days from the date of receipt, the failure is not covered by the offered guarantee. In this case GoGo2 will inform the Merchant via email about the cost of repairing the machine. Otherwise, if the failure is covered by the guarantee or the repair cost becomes acceptable by the user, GoGo2 will repair and return the product to the user as soon as possible. Product will be returned to GoGo2 and then returned to the user at the Merchant's expense and under his responsibility. During the replacement of the product, the Merchant accepts that he undertakes the repair cost resulting from the check, which in no case can exceed half of the initial product's market value.
- d) You may return the products purchased from our e-shop, at no cost and without the obligation to tell us why you wish to return the products, within the mandatory time limit of fourteen (14) calendar days from the date that the products are delivered. The cost of returning the POS product is borne exclusively by the Merchant. The product should be returned in the same condition as when Merchant received them, i.e. without the packaging being unsealed or opened, together with the sales receipt or invoice. The money will be refunded within 30 days from the day that we will receive the products.
- e) GoGo2 will make a reasonable and prudent effort to provide its services in a reliable manner. GoGo2 will contract with trusted third parties for the products and services on which GoGo2 systems are based, including, without limitation, the communication or networking service providers, whether owned or licensed.
- f) Notwithstanding the foregoing, GoGo2 does not warrant or present that the GoGo2 System will operate without interruption or error.
- g) GoGo2 will not be liable to the Merchant for Fraudulent or Unauthorized transactions made by customers through GoGo2 Systems, no matter how or where they originate.
- h) GoGo2 shall not be liable to equip its Systems with means of intercepting or preventing fraudulent or unauthorized transactions.

- i) GoGo2 will not be liable for any loss of data during their transfer including, without limitation, between the Merchant, GoGo2 and Card System links.

11. Liability Disclaimer

GoGo2 will not be responsible for any delays in the shipment of POS products that are due to events not attributed to the fault of GoGo2, or are due to Force Majeure events, and therefore GoGo2 will be entitled to extend the execution time. If such events persist for more than 2 months, the transferring procedure may be terminated by either party at no cost.

12. Amendments to the Terms and Conditions and Agreement

- a) GoGo2 reserves the right to amend or renew this terms and conditions. An amendment or renewal will become effective as soon as this text is updated with any change.
- b) GoGo2 may, at any time, in its sole discretion, propose an amendment to the Agreement and these Payment Terms and Conditions, policy, procedures and documents or terminate any service from time to time upon signing the Agreement, with at least one month's notice of the proposed commencement date of validity of the amendment by: (a) sending an electronic written notice (email) of that amendment to the Merchant, or (b) posting that amendment on the GoGo2 website and providing an electronic notice to the Merchant.
- c) Any modification to the Agreement or these Payment Terms and Conditions proposed by GoGo2 will be deemed to have been accepted by the Merchant if he has not notified GoGo2 of its non-acceptance prior to the proposed effective date.
- d) Whenever any modification to these Payment Terms and Conditions or the Agreement is proposed by GoGo2, the Merchant will be entitled to terminate the Agreement immediately and at no additional charge before the proposed effective date of the modification.

13. Confidentiality

- a) The Merchant is obliged to provide his details which are necessary for the shipment of the POS product (e.g. name, e-mail address, postal address, telephone number, card details etc.).
- b) Each user explicitly consents to the collection, use and processing of their personal data for the above purpose. GoGo2 is obliged to secure and protect of data and observes all principles of lawful processing of personal data. GoGo2 aim is the protection of the data subject's rights (information, access, rectification, erasure, restriction of processing, data portability, right to object and non-automated individual decision-making based on profiling), in accordance with the GDPR.

- c) The user reserves the right not to receive any promotional material through the contact details he has provided for the shipment of the POS product. The client can send an e-mail stating their consent or dissatisfaction with the receipt of promotional material. GoGo2 is forced to protect the personal data and obey the client's wishes.
- d) Clients reserve the right to request details at any time about the information held by GoGo2 solely about themselves. They can also request at any time their modification, correction or deletion, by sending a relevant e-mail to support department from the e-mail address declared upon registration, attaching a copy of their ID card.
- e) GoGo2 reserves the right to allow authorized access and/or grant rights to use and process personal data of users to third parties, legal or natural persons, which have been appointed by GoGo2 to perform processing that takes place with the same standards of safety and protection applied by GoGo2 as Data Controller. GoGo2 may be obliged by prosecution and police authorities to provide the same access, in accordance with the applicable law.
- f) The user is exclusively responsible to protect the access details (payment codes, order codes, passwords etc) of the account that was provided by GoGo2 from being disclosed, copied, challenged and communicated to third parties.
- g) The Merchant acknowledges that it is the Processing Officer of Personal Data arising from Transactions and GoGo2 acknowledges that it is the Personal Data Processing Officer. GoGo2 will be the Data Controller in relation to the Personal Data resulting from transactions as well as in relation to other Personal Data when the data is processed for the following purposes: (A) for the conduct of risk management activities including: Transaction monitoring, prevention, detection and prosecution, as well as management of authentication and authorization, (B) to carry out sorting checks in connection with money laundering, financial crime and other checks, (C) to comply with any rule, regulation or law imposed on it, (D) for the anonymization or pseudonymization (e.g. via token or other means of de-identification) of Personal Data arising from Transactions and Transaction Data, including integrated form to provide analysis and comparisons and to maintain, improve, or develop services, including, without limitation, Services provided to you under the Agreement, (E) to assess and/or mitigate the financial risk, information security risk, sector risk and credit risk arising in relation to the Agreement, (F) managing or improving its relationship with the Merchant's obligations and other related obligations under the respective Agreement.
- h) The Merchant, as the Data Processing Officer, by signing the Agreement, selects GoGo2 as the Data Processing Officer performing its due diligence duties and the primary obligations of the Data Processing Officer borne by the GoGo2 are those set out in Article i) below.
- i) The Merchant has assigned GoGo2 to process this Personal Data on its behalf as necessary to provide the Services (as such Services are set forth in the Agreement). GoGo2 undertakes, in relation to all Personal Data processed by the Executor of Data Processing on behalf of the Merchant that (A) will comply with and will only Process Personal Data in accordance with the instructions set forth in the Agreement as necessary for to perform the Services or as otherwise agreed between the parties,

(B) will Process Personal Data and ensure that any subcontractors Process Personal Data in accordance with the Personal Data Protection and Privacy Statement and the Data Protection Policy, (C) will comply with Data Protection Law and any applicable guidelines and codes of practice applicable to GoGo2, (D) will not publish, disclose, or announce (and ensure that its staff does not publish, disclose or announce) any Personal Data which related to the Transaction in any third party except where (i) such disclosure is permitted by applicable law or declared by a court order, (ii) such disclosure is made at the request of the Merchant and the Merchant has given his consent to such disclosure or this disclosure is made in court, (E) upon delivery of Services, will only hire staff who are committed to maintaining confidentiality or are under obligation of confidentiality, (F) and for a better understanding of our audits, will work with you on any reasonable inquiries regarding GoGo2 's technical and organizational measures in relation to Personal Data arising from transactions, (G) when delivering Services, will only hire staff who are committed to confidentiality or are under obligation of confidentiality, (H) and for a better understanding of our audits, will cooperate with you for any reasonable questions regarding GoGo2 's technical and organizational measures in relation to Personal Data arising out of transactions, (I) upon request, will return or destroy all Personal Data held or controlled by GoGo2 as the Data Processing Officer, except as required by law or PCI-DSS, (J) will not store any Personal Data resulting from transactions for a longer period than necessary, (K) will inform you immediately and in any case within two (2) Business Days of any inquiries or complaints received from Data Subjects or a competent Supervisory Authority in relation to the Services (including requests for access to Personal Data) and will provide any reasonable assistance to you to be able to respond to such questions or complaints and to notify applicable laws or regulations, (L) without prejudice to the GoGo2 obligations related to PCI-DSS and in the event that GoGo2 becomes aware of a breach of security, compromise or theft leading to accidental or unlawful destruction, loss, processing, unauthorized disclosure or access to Personal Data, GoGo2: (i) will notify you as soon as the circumstances and extent of such an incident become known, (ii) devote adequate resources to investigation (iii) take appropriate steps to mitigate the extent of such an incident and its damage, loss and other negative consequences, and (iv) be reasonably in contact with you (including through our website) to resolve the incident, (M) will ensure that where Personal Data is transferred outside the European Union ("EU") or the European Economic Area ("EEA"), it does so in a way that demonstrates compliance with Data Protection and may include the following measures and hereby you authorize GoGo2 to take any of the following measures: (i) the recipient enters into a data export agreement with GoGo2 in the form of standard and/or standard terms (approved by the European Commission) that they offer adequate insurance guarantees under the Data Protection Legislation), (ii) equal protections in force or as otherwise permitted or required by the applicable Data Protection Legislation inside or outside the EU or the EEA) and must ensure that the Data Processing Officer carefully selects all subcontractors (regardless of their within or outside the EU or the EEA) and must ensure before the appointment that the subcontractor agrees under contract to comply with substantially similar data protection provisions as set out in this Agreement and in the event that Personal Data is transferred outside the EU.

- j) GoGo2 undertakes to provide the Merchant with information about subcontractors processing Personal Data on behalf of GoGo2 under the Agreement through the List of Approved Subcontractors. By concluding the Agreement, you provide your general

consent for the appointment of all subcontractors specified in the List of Approved Subcontractors is provided from time to time. To withdraw your consent for one or more subcontractors from the List of Approved Subcontractors, you must notify us by submitting a written notice of your objection (including details of any subcontractor for whom you wish to withdraw your consent) and in this case: (A) GoGo2 may, at its sole discretion and without any liability to you, terminate the Agreement or suspend any Service thereof, (B) If GoGo2 does not exercise its right to terminate this Agreement under term 13.j) (a) above, you acknowledge that you may not be able to take full advantage of one or more of the Services.

- k) By signing the Agreement, the Merchant authorizes GoGo2 (and/or secures the rights) to store, use, share and disclose data including Personal Data provided or retrieved from this Agreement to any person (including any Card Schemes, Issuing Banks or other Financial Institutions) to fulfil GoGo2's rights and obligations as set forth in the Agreement and to the extent permitted under the Agreement or required by law and including the provision of Personal Data arising out of transactions to subcontractors of GoGo2 outside the EU or the EEA in accordance with clause 13.i) (M).
- l) The Merchant will receive marketing correspondence from GoGo2 only if the Merchant has expressly chosen to give the consent required in the Agreement or otherwise. The Merchant has the right to withdraw the consent at any time in case the Personal Data is processed for Direct Marketing purposes. In such a case, the withdrawal of consent will not affect the previous Processing. GoGo2, which has access to your Personal Data for the purpose of marketing and/or advertising its own services and products, should ensure compliance with all applicable Personal Data Protection Legislation.
- m) The Merchant ensures that with respect to all Personal Data provided to GoGo2 under the Agreement and regarding the use of such Personal Data under the Agreement, all necessary and fair Processing notices have been given and the permission of Data Objects have been received by you and that all necessary steps have been taken to ensure that this Personal Data is collected and processed in accordance with the principles set out in the Data Protection Legislation, including in particular those relating to (i) lawful, fair and transparent Processing (ii) specific, legitimate and clear purposes and (iii) adequate, relevant and non-excessive Processing.
- n) The GoGo2 is committed to conducting periodic surveys and providing information about you to agencies related to creditworthiness, market research, customer feedback and fraud prevention. This information as provided to creditworthiness related bodies can be used by other lenders to make decisions about you. More information on how we use this information can be found in the Personal Data Protection and Privacy Statement.
- o) The Merchant at the request of GoGo2 will provide all reasonable assistance to facilitate the successful selection and delivery of all Data.
- p) Merchant acknowledges and agrees to comply with PCI-DSS: Card Schemes Data Security Standard.

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- q) The Merchant will notify GoGo2 as soon as it becomes aware of or suspects any data breach related to the Data (whether you have complied with the PCI-DSS Standard or not).
 - r) The Merchant will not store (as this term is used in PCI-DSS) at any time: (A) the Card control number on the magnetic tape, (B) the Card control number printed on the card in or next to the signature point, (C) the Card control number included in the magnetic stripe in a chip application, (D) the PIN control number included in the magnetic stripe, or E) any other Data which Card Schemes defines from time to time as Data that can be stored.

14. Notifications

All notices shall be made in writing (via email).

15. Legal Decision

Should any part of this Agreement be found to be invalid or unenforceable by a court order, the remainder of the Agreement shall remain valid.

16. Charges

- a) The Merchant may obtain POS terminal/s, upon request submitted via email to support department, as per here in Payment Terms and conditions. These terms apply along with the terms for payment services between GoGo2 and the Merchant.
- b) GoGo2 reviews the request of the applicant and proceeds to send the POS machine to the location to be declared by the Merchant. The Merchant will bear any shipping costs. GoGo2 is not responsible for any delay in delivery of the POS machine due to the transport company or other external factors.
- c) From the day of receipt of the POS machine and for a period of 14 days, the Merchant can return the machine to GoGo2 and receive his money. The return of the POS machine should have the original form of transfer from GoGo2 to the Merchant. The return of the POS machine should be done within the above time frame via email to GoGo2 support department. The return cost will be borne by Merchant.
- d) Merchant is obliged to use the POS machine for a minimum period of 12 months. Merchant will have to pay a monthly fee to GoGo2 for the maintenance of the POS machine (the charge is given when the applicant communicates with GoGo2). The payment of the monthly fee will be made by bank transfer or debiting the fee to the payment account used by the Merchant with GoGo2. If the Merchant does not pay the fee for two month or uses the POS against the terms hereof, GoGo2 is entitled to suspend POS operation and terminate this agreement.
- e) The Merchant is obliged to use the POS for his lawful business activity to the agreed location, according to fair business ethics and the instructions of POS use. In case of

POS repair or replacement due to damage, malfunction, loss or destruction attributed to the Merchant, the relevant cost shall be borne by the Merchant.

- f) In case of termination of use of the POS machine agreement before the expiration of the minimum period based on the hereof terms and conditions, GoGo2 will consider the cost to be imposed on the user and will inform the counterparty via email. The cost will be proportional to the remaining period of use.
- y) In the event of any discrepancy between the terms of this Agreement and any other document relating to the Merchant's account, the terms of this Agreement will apply.
- z) GoGo2 may collect all fees, payments and charges by deducting any amount due by the next settlement or by requesting immediate payment from the Merchant or in any other way that GoGo2 decides, including Fixed Collaterals and holding amounts from future payments for sales of Approved Products. It is understood that the charges and fees listed above may be imposed upon termination of the Agreement or in the event that the Merchant's account is closed or does not contain sufficient amounts to pay any owed to GoGo2. In order to safeguard GoGo2's rights as set forth above, the Merchant will sign and deliver to the GoGo2 an authorization form (which forms part of the Application Form) which entitles the GoGo2 to take any action in order to deduct any amount due from the Merchant's settlement/account. The authorization form will be signed during or on the date of signing the Agreement for Participation in Terminal Point of Sale (POS).

17. Fixed Collateral

- a) The Merchant acknowledges and agrees that if GoGo2, in its sole discretion, considers that the Merchant's activities may harm its interests and/or rights and/or its credibility and/or may cause potential financial losses to either the GoGo2 or the banking sector, GoGo2 will set up Fixed Collateral after the execution of the Agreement, in order to secure the Merchant's obligations for the following. The Fixed Collateral will be bound as insurance against non-payments of the Merchant for the POS Terminals and monthly fees for the POS Software.
- b) GoGo2 will have the right to deduct from, recover or set off any amounts owed by the Merchant to GoGo2 against Fixed Collateral. GoGo2 will have a general right of default on the Collateral as collateral or guarantee of any amounts owed by the Merchant to GoGo2.
- c) Upon termination of the Agreement, GoGo2 will retain the Fixed Collateral, if any, for a period of six calendar months from the date of the last Transaction before its return to the Merchant or indefinitely if there has been a material breach of these Payment Terms and Conditions. GoGo2 may pledge the Collateral and use it to pay Chargebacks or fines even if the Merchant is under liquidation (either by its members or by its creditors or by the Court in accordance with the provisions of the Cyprus Companies Law (CHAPTER 113) as amended from time to time) or in case the Merchant is a natural person, if he is declared bankrupt under the Bankruptcy Law (CHAPTER 5) and the regulations in force as amended from time to time.

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- d) GoGo2 may take any other reasonable steps and measures required for immediate effect whenever GoGo2 deems such measures and actions necessary to protect against fraudulent, Chargebacks, fines and credits including, without limitation, the modification of Merchant's payment scheme for Transactions or refusal to Authorize any or all Transactions.

18. Sending a Transaction file

- a) The sending of the performed Transaction file that has been performed will be done on a daily basis. The Transaction file must include valid Transactions between the Merchant and the Cardholders. Payments must be made as per the Terms and Conditions of Use of UAB Paynt and Letknow OU.
- b) The Merchant guarantees that every Application Form sent is a faithful and accurate record of the Transaction.
- c) If the Merchant uses external sources to deliver goods or services, these sources will be the Merchant's representatives. The Merchant agrees to take full responsibility for any failure of these resources to comply with the Card Acceptance Guide or any rules and regulations of the Card Schemes and for any damage to the GoGo2. The Merchant agrees that GoGo2's obligation to indemnify the Merchant for the value of the Transactions relating to the goods or services delivered by such representative is limited to the number of Transactions received by GoGo2 from that representative.

19. New Products and Services

From time to time, GoGo2 may notify the Merchant of new products and services that may be available under their relevant terms and conditions. However, if the Merchant submits a transaction that is active in new products or services, the Merchant is deemed to have accepted any terms and conditions relating to those new products and services.

20. Agreement Termination

- a) The Agreement will enter into force upon signature by the Merchant and written acceptance by the GoGo2 and will remain in full force and effect unless injured by either party after fifteen (15) days prior written notice to the other party.
- b) Subject to the other terms, the Agreement will be terminated by GoGo2 without further notice if: (a) the Merchant falsely discloses any personal data or information to GoGo2 regarding Transactions, (b) all or substantially all of its assets of the Merchant's business are sold, transferred or pledged in any way, (c) a bankruptcy application is filed by or against the Merchant, (d) there is a substantial change in the existing creditworthiness of the Merchant; (e) clause 14.d) is implemented, (f) it has been observed that the Merchant has been involved in Fraudulent Transaction and/or illegal activities, (g) the Merchant is directly or indirectly involved in activities which are unlawful, morally reprehensible or in breach of any United Nations sanctions or international conventions or treaties, data security policies, including, without limitation, terrorism, or in breach of GoGo2 general policies, (h) the Merchant does

not The Merchant does not cooperate in major payment security incidents, including data breaches, with both the GoGo2 and law enforcement agencies.

- c) The Merchant hereby agrees to promptly notify GoGo2 upon the occurrence of any event or situation specified in clause 15.2 above.
- d) Termination of the Agreement will not affect GoGo2's rights to the Application Forms submitted prior to termination and GoGo2 will not be required to pay any Application Forms after the Agreement has been terminated, including those not yet entered into GoGo2 processing system. GoGo2 may withhold any outstanding payments to the Merchant until disputes over the validity of the Merchant's Transactions by the Cardholders are settled or until the Merchant's debts to the GoGo2 are settled.
- e) All services offered through the Service Point cease to exist after the Termination of the Agreement.
- f) GoGo2 will have the right to terminate or suspend the performance of its obligations under these Payment Terms and Conditions and Agreement at any time when the numbers of disputes with customers, complaints, or the number of Chargebacks, Credits reach at a level which GoGo2 considers to be detrimental to itself, in its sole discretion.
- g) GoGo2 will have the right to terminate or suspend the performance of its obligations under these Payment Terms and Conditions if the Merchant has breached, and/or ceases to comply with PCI-DSS.
- h) Without prejudice to 26.b) above, in case of violation of any of these Payment Terms and conditions by one party, the other party will give written notice to the violating party requesting correction of the violation within ten (10) days. If the infringing party fails to rectify the infringement within this time limit, then the other party will be free to terminate the Agreement without further notice. Any commitments or existing obligations of the Merchant under the Agreement on the termination date will be valid after the termination of the Agreement.

21. Miscellaneous

- a) These Payment Terms and Conditions are binding on the Merchant and GoGo2 and their respective successors, representatives and trustees.
- b) The Payment Terms and Conditions are an integral part of the Agreement.
- c) No term or condition of these Payment Terms and Conditions may be waived unless a written waiver is signed by GoGo2.
- d) These Payment Terms and Conditions bind all Merchant's stores to GoGo2, as well as all future stores.
- e) The Agreement may not be assigned by the Merchant to any other place.

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- f) If any term of the Payment Terms and Conditions is deemed invalid or not fulfilled, then the validity or enforceability of any other provision of these Payment Terms and Conditions will not be affected.
 - g) These Payment Terms and Conditions and the Agreement constitute the entire and sole Agreement between the Merchant and the GoGo2 and supersede any prior Agreement or written or oral communication.
 - h) The company is not responsible for services provided by third parties as mentioned in clause 3.
 - i) Unless otherwise stated, the singular form in the text may have a plural reference.
 - j) Any delay by GoGo2 in claiming any rights or treatment will not be considered a waiver of those rights, unless this is attributed in writing and signed by GoGo2.
 - k) Any notice required by or in connection with these Payment Terms and Conditions will be in writing and will be given to the other Party by personal delivery or by registered mail to the address specified in the Agreement.

22. Compensations

- a) The Merchant will indemnify and secure GoGo2 in respect of any liability, loss, claim or complaint including legal costs arising from: (a) failure to comply with or enforce any provision of these Payment Terms and Conditions by the Merchant, in connection with the participation in the Card Schemes, (b) fraud due to negligence of the Merchant, (c) non-presentation of the Card during the Transaction, (d) non-compliance or violation of the rules of the Card Schemes or the Law, (e) any act and/or omission on the part of the Merchant and/or the Merchant's employees and/or representatives.
- b) The Merchant agrees that he will be solely responsible for his actions in the event of any card being withheld and the Merchant will indemnify GoGo2 for any claim that may arise as a result of any Card being withheld.
- c) Under no circumstances will GoGo2 be liable for any damages or loss incurred by the Merchant or any of the Merchant's customers in connection with the fact that GoGo2 is a party to the Agreement for Participation in Terminal Point of Sale (POS).
- d) These obligations remain in force even after the termination of the Agreement.

23. Force Majeure

If the proper implementation of the Agreement by any party is affected in whole or in part by any event, omission, accident or explosion, fire, act of God, earthquake, flood, drought, riot, political disobedience, sabotage, terrorist acts, labor strikes, civil war, governmental action or other matter beyond the reasonable control of that Party, that Party shall be deemed to be under "Force Majeure". In such a case, neither party shall bear any liability under the Agreement, nor shall it be deemed to be in breach of the

Agreement due to Force Majeure. In the event of Force Majeure continuing for a continuous period of more than three months, either party may terminate the Agreement by giving written notice to the other party and shall not be liable for any loss, damage, detriment or loss (either immediately or consequently) which the other party has suffered as a result of the affected execution. This party will make every reasonable effort to avoid or overcome the causes of the impact once it becomes practical.

24. Investigation Consent

The Merchant authorizes GoGo2 at any time to receive exploratory reports or consumer reports on the merchant's personal and/or commercial finances and activities, creditworthiness, credibility and reputation and/or any of the merchant's officers or major shareholders.

25. Right to Sign

The Merchant guarantees that the person signing the Agreement is an authorized person acting on behalf of the Merchant and will sign and bind the Merchant to these Payment Terms and Conditions.

26. Duration

The duration of the Agreement will be for one (1) year with automatic renewal for each further year unless terminated under clause 20.