

Holistic Payment
T&C
General Terms and Conditions
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1. Introduction of Services

1.1 General

These Terms and Conditions serve as a supplementary and essential component of the AGREEMENT governing PAYMENT PROCERSSING, CASH REGISTER, and associated Services. Together, they establish the specific conditions under which HOLISTIC PAYMENT will provide SERVICES as outlined in the respective SERVICE AGREEMENTS. In cases of conflicting clauses between these Terms and Conditions or the Specific Service Terms and Conditions as well as other provisions of the SERVICE AGREEMENT, the latter will prevail. Any capitalized terms not explicitly defined herein shall carry the meanings as set forth in the AGREEMENT. Both parties involved are obligated to ensure compliance with all RULES and REGULATIONS stipulated by relevant CARD SCHEMES, FINANCIAL INSTITUTIONS, FINANCIAL AUTHORITIES, PAYMENT, and THRID-PARTY SOLUTION and SERVICE PROVIDERS. In situations where the provisions of RULES and REGULATIONS conflict with the terms of the AGREEMENT, the former shall take precedence.

1.2 Provision of Services

All SERVICES provided by HOLISTIC PAYMENT to the MERCHANT are detailed in the relevant SERVICE AGREEMENT(s) and their corresponding Terms and Conditions. HOLISTIC PAYMENT's General Terms and Conditions will apply only if

there are no more specific provisions in the Service Terms and Conditions for GATEWAY and CASH REGISTER SERVICES. Additionally, Country-Specific Terms and Conditions might also be applicable for some SERVICES. HOLISTIC PAYMENT will provide the SERVICES to the MERCHANT after successful execution of its DUE DILIGENCE process. Additionally, HOLISTIC PAYMENT will conduct ongoing KYC monitoring to determine specific risk and security measures based on the MERCHANT's operations. HOLISTIC PAYMENT reserves the right to conduct physical inspections of any of the MERCHANT's premises and warehouses as part of its initial and ongoing assessment. This assessment may encompass various elements including, but not limited to, premises, servers, data warehouses, and business procedures and policies. Both parties will equally share the cost of ongoing inspections.

1.3 Changes to the Services

The MERCHANT's change request process involves several steps: (i) The MERCHANT submits a written change request to HOLISTIC PAYMENT for assessment; (ii) HOLISTIC PAYMENT, at its discretion, approves the request and provides a quotation for the MERCHANT's approval; (iii) Upon the MERCHANT's acceptance of the quotation, the change will be amended to the AGREEMENT; (iv) The change becomes effective upon the MERCHANT's signoff. Furthermore, HOLISTIC PAYMENT may release new or updated policies for the provided SERVICES, available on www.HOLISTICPAYMENT.com. These policy changes will be communicated to the MERCHANT 30 days in advance, unless immediate implementation is required by legal or regulatory obligations. Upon notification of a change by HOLISTIC PAYMENT, if the MERCHANT does not raise a written objection within 2 weeks, the change is considered accepted.

2. Merchant Obligation

2.1 Business Detail

MERCHANT warrants the accuracy of all information, documentation, and data

provided in connection with the KYC PROCEDURES. In case of any changes, including but not limited to (i) legal representatives, (ii) shareholders, (iii) bank account for SETTLEMENT, (iv) URLs of Website/Online shop, (v) change of Ultimate Beneficial ownership, (vi) key geographical markets, (vii) financial standing, (viii) business type etc., the MERCHANT must promptly notify HOLISTIC PAYMENT at least 30 days before these changes take effect. HOLISTIC PAYMENT reserves the right to modify the MERCHANT's contract terms due to such changes. If the MERCHANT misrepresents any information mentioned above or fails to inform HOLISTIC PAYMENT about changes in a timely manner, resulting in damages to HOLISTIC PAYMENT, the MERCHANT shall indemnify and hold HOLISTIC PAYMENT harmless. This indemnification includes legal fees and claims by third parties or customers of the MERCHANT against HOLISTIC PAYMENT.

2.2 Service Implementation

The MERCHANT undertake full responsibility for implementing HOLISTIC PAYMENT SERVICES according to the provided guidance, at their own expense. It is mandatory for the MERCHANT to sustain continuous operational status in their technical systems, adhering strictly to industry standards. This involves implementing robust security measures to prevent unauthorized access and malicious intrusions into the system. Moreover, the MERCHANT must ensure, at their expense, that the functionalities recommended by HOLISTIC PAYMENT are fully operational and optimized. Failure by the MERCHANT to utilize HOLISTIC PAYMENT's SERVICES due to inadequate technical standards will not absolve the MERCHANT from payment obligations for the consumed SERVICES. Notification to HOLISTIC PAYMENT about any technical modifications that might affect SERVICE performance is obligatory and must be made at least 30 days in advance. Additionally, compliance with the regulations set forth by the PCI Council (www.pcisecuritystandards.org) is mandatory, and the MERCHANT must

provide valid proof of adherence to PCI standards. Furthermore, the MERCHANT is obliged to consistently provide valid proof of compliance with the General Data Protection Regulation (GDPR). HOLISTIC PAYMENT retains the right to request proof of compliance at any time.

2.3 Conditions of Service Usage

The MERCHANT agrees to: (i) provide HOLISTIC PAYMENT with all necessary information required to facilitate the implementation of SERVICES; (ii) respond to HOLISTIC PAYMENT's information requests for SERVICE provision within 5 BANKING DAYS; (iii) assist HOLISTIC PAYMENT in the implementation of the SERVICES; (iv) implement adequate security measures to safeguard the SERVICES from any interruptions and penetrations; (v) avoid sharing system access details with third parties; (vi) immediately terminate user access upon an employee's resignation or departure. In cases where circumstances beyond HOLISTIC PAYMENT's control, caused by the MERCHANT's practices, deterring the execution of the SERVICES, HOLISTIC PAYMENT will not be held liable.

2.4 Trade Practices

The MERCHANT agrees: (i) not to sell prohibited goods or offer services against APPLICABLE LAWS; (ii) to provide necessary information to customers as required by APPLICABLE LAWS; (iii) to adhere to RULES stipulated by CARD SCHEMES, FINANCIAL INSTITUTIONS, OTHER FINANCIAL INSTITUTIONS, or PAYMENT PROVIDERS for related SERVICES; (iv) to comply with APPLICABLE EU LAWS; (v) to comply with EU General Data Protection Rules (GDPR); (vi) to fulfill obligations towards customers, according to the MERCHANT's Service Terms; (vii) not to exploit the SERVICES or use in a manner that violates APPLICABLE LAWS, damages HOLISTIC PAYMENT's reputation, or exposes HOLISTIC PAYMENT to investigations, prosecution, or legal action; (viii) to indemnify HOLISTIC PAYMENT for damages resulting from MERCHANT'S non-compliant conduct including customer's claims against HOLISTIC PAYMENT and its SERVICES and subsequently corresponding expenses hereafter.

3. Payment Terms

3.1 Invoices

The invoicing conditions are outlined within the respective SERVICE Terms and Conditions.

3.2 Payment Details

The MERCHANT must make payments for all fees and expenses in the currency stated on the invoices issued by HOLISTIC PAYMENT. Payment must be made through one of the PAYMENT METHODS offered by HOLISTIC PAYMENT, accessible via the MERCHANT PORTAL, Shop, or as detailed on the invoice. All invoices must be settled within 15 BANKING DAYS from the date of the invoice. The MERCHANT is not permitted to withhold any payments to HOLISTIC PAYMENT, regardless of the cause.

3.3 Payment Counterclaims

All payments required from the MERCHANT as per the AGREEMENT will be made in full, without any deductions or counterclaims. HOLISTIC PAYMENT reserves the right to set off any obligation owed by the MERCHANT under the AGREEMENT against any obligation owed by HOLISTIC PAYMENT. Financial obligations in different currencies may be converted at the prevailing market exchange rate.

3.4 Taxes

With the exception of taxes on HOLISTIC PAYMENT's net income, all taxation duties arising from or in relation to the provision of SERVICES shall be borne by the MERCHANT.

3.5 Payment Delay

If the Service Terms and Conditions lack specific provisions and the invoice remains unsettled beyond 15 BANKING DAYS from the invoice date, HOLISTIC PAYMENT is entitled to receive default interest at a rate of 6% per month on the overdue amount from the due date until the actual payment date. Concerning ACQUIRING SERVICES, HOLISTIC PAYMENT's partnering ACQUIRER reserves the right to offset such overdue amounts from subsequent SETTLEMENT(S) to the MERCHANT. Payment delays might lead to SERVICE suspension by

HOLISTIC PAYMENT and its partners. However, a SERVICE suspension does not exempt the MERCHANT from its commercial obligations.

4. Warranties and Remedies

4.1 Warranties

Alongside any other warranties detailed in this AGREEMENT, HOLISTIC PAYMENT warrants its full authority to execute and fulfill obligations as per the SERVICE AGREEMENT and Terms and Conditions.

4.2 Notification of Defects

Upon discovering a defect in the SERVICES, the MERCHANT must promptly notify HOLISTIC PAYMENT. HOLISTIC PAYMENT will expeditiously endeavor to rectify the defect and provide the SERVICES at the agreed service levels described in the corresponding SERVICE AGREEMENT or SERVICE Terms and Conditions. Resulted expenses based on an unjustified claim may be charged by HOLISTIC PAYMENT.

4.3 Limitations

Any warranty claim against HOLISTIC PAYMENT is waived if arising from the incompatible use of modifications, enhancements, or third-party software by the MERCHANT. Additionally, the MERCHANT's warranty claim is waived if the implementation of the SERVICES deviates from HOLISTIC PAYMENT's guidance and instructions.

4.4 Exclusions of Warranties

HOLISTIC PAYMENT shall not bear responsibility for any infringement of third-party intellectual properties by the MERCHANT, regardless of an existing partnership between the third-party and HOLISTIC PAYMENT at the time of the violation. This encompasses situations where: (i) the MERCHANT has made alterations to original documents, interfaces, or APIs without obtaining prior approval from HOLISTIC PAYMENT; (ii) the MERCHANT fails to utilize the most recent versions of SERVICES or software provided by HOLISTIC PAYMENT or its partnering SERVICE PROVIDERS; (iii) the MERCHANT uses incompatible software and services while using HOLISTIC PAYMENT SERVICES. In the event of any

such cases or third-party claims against HOLISTIC PAYMENT due to the MERCHANT' s actions, the MERCHANT is liable to indemnify HOLISTIC PAYMENT for incurred costs, damages, or expenses to the fullest extent possible.

5. Liabilities

5.1 Limitation of Liability

Except for liabilities arising from gross negligence or willful misconduct, HOLISTIC PAYMENT shall not be held liable for any action or omission taken under or in connection with the AGREEMENT. HOLISTIC PAYMENT shall not be accountable for direct, indirect, consequential, or incidental damages arising from the MERCHANT's misconduct including loss of profits or anticipated savings. HOLISTIC PAYMENT's liability, if any, will be limited to the fees paid by the MERCHANT to HOLISTIC PAYMENT within a 6-month period preceding the incident.

5.2 Force Majeure

Under circumstances beyond reasonable control, both parties are absolved from liability for failing to fulfill obligations, excluding payment liabilities. Such circumstances include, but are not limited to, acts of war, natural disasters, earthquakes, floods, riots, embargoes, sabotage, governmental actions, or internet failures. The affected party must promptly inform the other party of the reasons causing a service disruption.

5.3 Exclusions of Liabilities

HOLISTIC PAYMENT shall not be held responsible for any data loss caused by improper design of applications, systems, interfaces, databases, or data storage under the MERCHANT's oversight. Additionally, HOLISTIC PAYMENT is not responsible for damages arising from actions carried out by MERCHANT employees or related parties for statistic purposes or business intelligence research.

6. Information and Data Security

Both parties are accountable for implementing adequate policies and procedures to ensure that their staff and

associated partners are informed about potential risks concerning information and data security. This includes, but is not limited to, conducting training sessions, organizing events, issuing guidelines, disseminating bulletins, and providing educational materials. Implementing robust preventive measures is crucial to minimize unauthorized and fraudulent access to the system environment. HOLISTIC PAYMENT employs multiple techniques to safeguard the MERCHANT' s confidential business information. Additionally, HOLISTIC PAYMENT implements appropriate backup and recovery procedures to ensure continuity of SERVICES in the event of unexpected disruptions.

7. Confidential Information

Both parties will treat non-public, confidential, and trade secret information received from the other party as Confidential Information and will refrain from disclosing or using it in any way contrary to the purposes of this AGREEMENT. Such Confidential Information shall remain the exclusive property of the disclosing party. Excluded from Confidential Information is information that is: (i) lawfully possessed by the receiving party prior to receipt from the disclosing party; (ii) independently developed by the receiving party without access to the disclosed information; (iii) publicly available, not due to any wrongful act by the receiving party; (iv) lawfully obtained from a third party without restrictions and without violation of this AGREEMENT. Confidential Information shall not be disclosed to any third party unless necessary for SERVICE provision by HOLISTIC PAYMENT. Disclosure may occur in compliance with a court or governmental order, provided the disclosing party notifies the other party in advance whenever possible to seek a protective order or equivalent. The MERCHANT assures compliance with the General Data Protection Regulation (GDPR) regarding collection and retention of consumer information during the AGREEMENT with prior consent from consumers for collection, maintenance, and sharing. Upon termination of the AGREEMENT, the receiving party, upon

the disclosing party' s request, shall return or destroy all Confidential Information belonging to the other party, except for data related to financial transactions or any data required to be retained under APPLICABLE LAWS or best practices. HOLISTIC PAYMENT will ensure that records related to ANTI-MONEY LAUNDERING activities are kept for at least 5 years, extendable up to 7 years from the end of the business relationship.

8. Intellectual Property Rights

Both parties recognize and respect each other' s INTELLECTUAL and industrial PROPERTY RIGHTS. In case of infringement upon HOLISTIC PAYMENT's copyrights or other INTELLECTUAL PROPERTY RIGHTS, the MERCHANT shall provide full compensation to HOLISTIC PAYMENT. HOLISTIC PAYMENT will pursue any violation of its INTELLECTUAL PROPERTY RIGHTS with claims for injunctive relief and damages.

9. Non-Solicitation

The MERCHANT is expressly forbidden from directly or indirectly soliciting, enticing, recruiting, employing, assisting, or encouraging any HOLISTIC PAYMENT employee to leave within 12 months following the termination or end of the AGREEMENT. Any violation of this clause will obligate the MERCHANT to compensate HOLISTIC PAYMENT with an amount equivalent to one year's gross annual salary of the recruited position, without the possibility of judicial mitigation..

10. Marketing

HOLISTIC PAYMENT reserves the right to reference the MERCHANT as a client and utilize its name, brand, and logo for marketing campaigns and activities without any additional charges, encompassing the use in promotional materials. Furthermore, the MERCHANT agrees to permit the display of HOLISTIC PAYMENT's logo on the MERCHANT's devices, including Point of Sales Terminals (POS) and the Online Payment Selection, and/or Details Page.

11. Termination for Good Cause

This agreement can be terminated by either party providing prior written notice

under the following conditions: (i) MERCHANT involvement in criminal activities as per applicable laws; (ii) a party's insolvency or undergoing financial instability-related actions or legal proceedings; (iii) a material breach by either party that cannot be rectified and renders adherence to the AGREEMENT unfeasible; (iv) a party's material breach of obligations under this agreement remaining uncorrected for thirty (30) days after being notified of the breach. HOLISTIC PAYMENT reserves the right to suspend SERVICES if the MERCHANT fails to meet obligations under this AGREEMENT. Termination does not nullify legal remedies for breaches occurring before termination. HOLISTIC PAYMENT will notify the MERCHANT promptly following any suspension in accordance with APPLICABLE LAWS, RULES of REGULATIONS. HOLISTIC PAYMENT may terminate the AGREEMENT or parts thereof under the following circumstances: (i) HOLISTIC PAYMENT becoming aware of circumstances impacting the MERCHANT's contractual obligations; (ii) HOLISTIC PAYMENT observing disreputable, suspicious, or reputation-detrimental actions/events within the MERCHANT's business; (iii) MERCHANT actions increasing risk for HOLISTIC PAYMENT, its partnering FINANCIAL INSTITUTION, or SERVICE PROVIDERS; (iv) legal actions impacting HOLISTIC PAYMENT and MERCHANT's business relationship; (v) failure by the MERCHANT to promptly notify HOLISTIC PAYMENT in writing of significant business operation changes within 5 banking days; (vi) security provided by the MERCHANT becoming unenforceable or withdrawn; (vii) Compliance rules mandating HOLISTIC PAYMENT to terminate the AGREEMENT such as breach notification by an ACQUIRER; (viii) unauthorized third-party use of SERVICES without HOLISTIC PAYMENT's prior consent; (ix) MERCHANT exceeding Fraud, Chargeback or Refund ratio limits; (x) the MERCHANT fails to comply with ANTI-MONEY LAUNDERING REGULATIONS or DUE DILIGENCE requirements; (xi) the MERCHANT fails to provide PCI certificates or Self-Assessment Questionnaires; (xii) the MERCHANT

refuses to accept risk and security modifications after an assessment; (xiii) the MERCHANT fails to comply with General Data Protection Regulation (GDPR); (xiv) Default in payment. However, upon termination, the MERCHANT's incurred liabilities remain unaffected. HOLISTIC PAYMENT's partnering FINANCIAL INSTITUTIONS may retain all funds received before and after termination, along with any reserves under these AGREEMENTS until potential liabilities expire.

12. General Provisions

12.1 Notifications

Any required or permitted notices according to these terms must be in writing. They will be deemed delivered and effective: (i) upon personal delivery and receipt, (ii) when sent via confirmed electronic mail during the recipient's regular business hours; (iii) if posted to the parties' addresses, upon actual receipt. Any delivery occurring in the afternoon on a BANKING DAY or at any time on a Non-BANKING DAY will be considered received at 10:00 a.m. on the following BANKING DAY.

12.2 Assignment and Third-Parties

This AGREEMENT, along with its rights, interests, or obligations, cannot be assigned by any party without prior written consent from the other parties. However, HOLISTIC PAYMENT may transfer its rights and/or obligations under the AGREEMENT to any other company within its group, while remaining liable for such company's performance. HOLISTIC PAYMENT reserves the right to engage partners, subcontractors, and SERVICE PROVIDERS to fulfill its duties and obligations under this AGREEMENT. The MERCHANT acknowledges that any THIRD-PARTY SOLUTION PROVIDER appointed by them operates as their agent and must adhere to applicable principles for providing SERVICES. The MERCHANT holds full responsibility for such acts or omissions.

12.3 DATA PROTECTION REGULATION (GDPR)

The MERCHANT must adhere to the regulations set forth in the General Data

Protection Regulation (GDPR) to safeguard consumer data. It is prohibited for the MERCHANT to exploit consumer data for its own benefit. Additionally, the MERCHANT is required to implement reasonable measures to prevent unintentional exposure or external breaches of consumer data.

12.4 Consumer Data Privacy Policy

The MERCHANT is required to display a Consumer Data Privacy Policy on its online commerce Site(s).

12.5 Property

Equipment, tools, software, and hardware devices provided by HOLISTIC PAYMENT, but not owned by the MERCHANT, are HOLISTIC PAYMENT's property. At the point of termination, the MERCHANT is obliged to return the equipment to HOLISTIC PAYMENT within 15 working days, covering the transportation expenses. Furthermore, the MERCHANT will be held responsible for any damage to the equipment during its possession, transportation, or transfer.

12.6 Amendment

Any amendments made to the AGREEMENT shall come into effect upon being documented in writing. HOLISTIC PAYMENT reserves the right to amend the AGREEMENT by providing written notice to the MERCHANT at least 4 weeks before the amendments take effect unless immediate compliance is required by APPLICABLE LAW. Unless objected to in writing, the amendments will be considered approved. In case of written objection by the MERCHANT, HOLISTIC PAYMENT may terminate the AGREEMENT within 4 weeks from the date of objection.

12.7 Waiver

HOLISTIC PAYMENT's waiver of any part of this AGREEMENT should not be considered as a waiver for other AGREEMENTS and SERVICE Terms and Conditions.

12.8 Entire Agreement

This AGREEMENT, together with applicable RULES and REGULATIONS, represents the complete understanding

between the parties, overrides any previous AGREEMENTS (whether oral or written), and controls all matters pertaining to the subject.

12.9 Compliance with Law

The MERCHANT is required to comply with pertinent APPLICABLE LAWS, Rules, and Regulations and promptly notify HOLISTIC PAYMENT of any circumstances that might hinder compliance.

12.10 Severability

If any provision of this AGREEMENT is deemed illegal, invalid, or unenforceable, the remaining provisions shall remain unaffected and enforceable. Additionally, both parties agree to work towards replacing the invalid provisions with valid solutions.

12.11 Governing Law, Jurisdiction

This AGREEMENT and related obligations are governed by Austrian law, with courts in Austria having exclusive jurisdiction. HOLISTIC PAYMENT can bring proceedings in other courts at its discretion.

12.12 Headings

Headings in HOLISTIC PAYMENT's Terms and Conditions are for convenience only and carry no legal implications.

12.13 Persistence

The clauses safeguarding the parties' proprietary rights, data, and intellectual property, notably 7, 8, 9, and 12, will remain in effect for 2 years after the termination of this AGREEMENT.

13. Definitions

3D Secure: an authentication method developed by VISA (Verified by Visa) and MasterCard (MasterCard SecureCode) to ensure cardholder identity, increasing security for online TRANSACTIONS.

ACQUIRER or **ACQUIRING BANK:** a regulated financial institution and a member of a CARD SCHEME authorized to acquire MERCHANT'S CARD TRANSACTIONS for CLEARING and SETTLEMENT.

ACQUIRING SERVICES: processing of TRANSACTIONS for AUTHORISATION,

CLEARING, SETTLEMENT and Dispute Management.

ANTI-MONEY LAUNDERING (AML): Anti-Money Laundering (AML) encompasses a set of policies, laws, and regulations designed to prevent financial crimes and illegal activities perpetrated by fraudsters, criminals, and criminal organizations.

COLLECTING SERVICES: collection of funds resulted from TRANSACTION PROCESSING to be settled to the MERCHANT account. This service can be provided by a regulated FINANCIAL INSTITUTION.

AGREEMENT: GATEWAY and/or CASH REGISTER AGREEMENT including all Schedules, Annexes, Service T&Cs, Country-Specific T&Cs, these T&Cs and any other material agreement entered into between HOLISTIC PAYMENT and the MERCHANT with regard to the offering SERVICES.

APPLICABLE LAWS: All relevant laws, regulatory authority rules, and regulations governing the parties' obligations under the Agreement.

AUTHORISATION: Confirmation to the merchant that a CARD or non-CARD present payment transaction is approved.

BANKING DAY(S): Days when banks are open for business.

CANCEL: The reversal of a transaction by the merchant after authorization but before capturing it.

CAPTURE: MERCHANT'S request to the ACQUIRER that the amount of a processed TRANSACTION should be now collected from the Cardholder Bank.

CAPTURE PERIOD: Time between AUTHORISATION and CAPTURE of a TRANSACTION.

CARD: A credit or debit CARD issued by CARD ISSUERS authorized by a CARD SCHEME or other regulated FINANCIAL INSTITUTION.

CARDHOLDER-NOT-PRESENT

TRANSACTION: a TRANSACTION when neither the Cardholder nor the CARD is present during the sale.

CARDHOLDER-PRESENT TRANSACTION: a TRANSACTION when the Cardholder and CARD are present during the sale.

CARD ISSUER: A member of a CARD SCHEME issuing CARDS or Accounts to the consumers.

CARD SCHEME: Organizations like VISA, MasterCard, Amex, etc.

CARD SCHEME MEMBER: A FINANCIAL INSTITUTION participating in a CARD SCHEME.

CARD VERIFICATION: A printed numeric number on a CARD used during AUTHORISATION to ensure CARD presence during a TRANSACTION.

CASH REGISTER: Software-based CASH REGISTER application according to German's KassSichV (Kassensicherungsverordnung), TSE (Technischen Sicherheitseinrichtung) and Austrian RKS (Registrierkassenpflicht).

CHARGEBACK: A disputed or invalid TRANSACTION challenged by the CARD ISSUER, CARD SCHEME, or PAYMENT PROVIDER.

CHARGEBACK FEE: MERCHANT Fee when a Cardholder or CARD ISSUER disputes a TRANSACTION.

CLEARING: Collection and exchange of TRANSACTIONS to trigger SETTLEMENT to the MERCHANT.

CNP / CARD NOT PRESENT (NON-PRESENT): TRANSACTIONS when the Cardholder is absent during the TRANSACTION, such as MO/TO and Online TRANSACTIONS.

CP / CARD PRESENT: TRANSACTIONS when the Cardholder is present during the AUTHORIZATION, like POS TRANSACTIONS.

CREDIT CARD: CARDS with available balances issued by CARD ISSUERS.

DATA SECURITY: Measures preventing unauthorized access to computers, databases, and websites.

DEBIT CARD: CARDS with zero negative balances linked to a bank account.

DUE DILIGENCE: Assessment of legal, financial, and reputational risks before providing services to the merchant.

DUE DILIGENCE PROCEDURES: Process to evaluate facts for MERCHANT'S business required by CARD SCHEMES or FINANCIAL INSTITUTION.

E-COMMERCE TRANSACTION:

TRANSACTIONS where the cardholder isn't present, like in online shops.

EEA: European Economic Area.

FINANCIAL AUTHORITIES: INSTITUTIONS regulating PAYMENT and FINANCIAL SERVICES.

FINANCIAL INSTITUTIONS: INSTITUTIONS regulated by FINANCIAL AUTHORITIES.

FLOOR LIMIT: Threshold requiring TRANSACTION AUTHORIZATION.

GATEWAY SERVICES: technical infrastructure facilitating processing of TRANSACTIONS between MERCHANT, HOLISTIC PAYMENT, ACQUIRER or other PAYMENT PROVIDER.

GDPR: EU Regulation 2016/6791, the European Union's ('EU') new General Data Protection Regulation ('GDPR') describing processing of personal data of an European citizen by a company or an organization.

INTELLECTUAL PROPERTY RIGHTS: This includes, but is not limited to, rights over applications, patents, trademarks, trade names, brands, domains, URLs, copyrights, registered designs, database rights, unregistered designs, as well as other forms of intellectual or industrial property protection. It encompasses applications for such protections, rights over secret processes, know-how, inventions, confidential information—whether registered or unregistered—spanning worldwide and including applications for obtaining these rights or any other similar forms of protection.

INTERCHANGE FEE(s): Cost of TRANSACTION processing by the CARD SCHEME that will be passed to the CARD ISSUER.

ISSUER or ISSUER BANK: financial institution and a member of a CARD SCHEME issuing CARDS to the Cardholders.

KYC: Know Your Customer. A process that is mandatory prior to MERCHANT onboarding.

KYC PROCEDURES: Requirements to meet KYC requirements by CARD SCHEMES or FINANCIAL Authorities.

MERCHANT NUMBER: the unique processing number allocated by HOLISTIC PAYMENT or its partnering FINANCIAL INSTITUTIONS to each

MERCHANT'S TRANSACTION.

MERCHANT PORTAL: a web-based service designed for the MERCHANT to review its data and to exchange with HOLISTIC PAYMENT for support.

MO/TO: Mail Order / Telephone Order TRANSACTIONS processed without the Cardholder present.

MSC: Merchant Service Charge collected by HOLISTIC PAYMENT, PAYMENT PROVIDERS and ACQUIRERS or other SERVICE PROVIDERS.

NEGATIVE FILE/WARNING BULLETIN: List of blocked CARD account numbers provided to MERCHANTS by HOLISTIC PAYMENT.

OTHER PAYMENT SERVICES: Services beyond PAYMENT SERVICES provided by HOLISTIC PAYMENT or its partnering SERVICE PROVIDERS.

PAYMENT FACILITATOR: Regulated institute offering PAYMENT SERVICES to a MERCHANT.

PAYMENT METHOD: PAYMENT Instrument allowing MERCHANTS to collect funds from customers for goods/services.

PAYMENT PROVIDER: Institutions offering payment methods to a MERCHANT.

PAYMENT SERVICE: PROCESSING of PAYMENT TRANSACTIONS.

PAYMENT SERVICE PROVIDER: SERVICE PROVIDERS facilitating PROCESSING of PAYMENT TRANSACTIONS.

PAYMENT SERVICES DIRECTIVE II or PSD II: Directive 2015/2366 of the European Council on payment services in the European market.

PAYMENT SERVICE REGULATIONS or PSR: PAYMENT SERVICE Regulations.

PCI: Payment Card Industry.

PCI DSS: Payment Card Industry Data Security Standards.

POS / POINT of SALE: Point of Sale Devices processing transactions when the cardholder is present.

PROCESS or PROCESSING: Submission of TRANSACTION data for AUTHORIZATION, SETTLEMENT, CANCEL, REFUNDS etc..

PROCESSING FEE(s): Fees for processed TRANSACTION by PAYMENT PROVIDER or ACQUIRER.

REFUND: Crediting a Cardholder's or non-Card account holder's account.

REFUND RECEIPT: Record of Refund to a cardholder's Card or non-Card account..

RFI / REQUEST FOR INFORMATION: Information request from CARD SCHEMES or ISSUERS for a particular TRANSACTION.

RULES and REGULATIONS: By-laws, Rules, and Regulations applicable to PAYMENT SERVICES.

SCHEME FEE(s): Fees charged by CARD SCHEMES for PROCESSING PAYMENT TRANSACTIONS.

SCHEME RULES: Rules issued by CARD SCHEMES for members. These apply to ISSUER, ACQUIRER, PAYMENT PROVIDER and PAYMENT SERVICE PROVIDER.

SECURITY DEPOSIT(s): Amount held by an ACQUIRER to manage eventual financial risks from MERCHANT operations.

SERVICE(S): Services provided to the merchant by HOLISTIC PAYMENT or its partnering SERVICE PROVIDER or FINANCE INSTITUTION.

SERVICE AGREEMENT: based upon the conditions of a SERVICE delivery will be agreed.

SETTLEMENT: Transfer of net relevant funds from TRANSACTION to the MERCHANT.

SOFTWARE PROVIDER: Provider of Software Solutions to the MERCHANT.

THIRD PARTY SOLUTION PROVIDER: Provider of Solutions to the MERCHANT.

TRANSACTION(S): PAYMENT act between a cardholder or a non-CARD account holder and a MERCHANT.

TRANSACTION FEE(s): Fees charged for processed TRANSACTION.

TRANSACTION RECEIPT: an electronic or paper record of a TRANSACTION at the point of sale or website.