

Holistic Payment
Gateway Processing
Service Terms and Conditions
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1 Description of Services

Upon completion of a GATEWAY PROCESSING AGREEMENT between MERCHANT and HOLISTIC PAYMENT, granting MERCHANT access to PAYMENT PROVIDERS for collecting funds in exchange for providing goods/services, the specific provisions outlined in these Terms and Conditions for GATEWAY PROCESSING SERVICES supersede the General Terms and Conditions. If these Terms and Conditions lack certain provisions, the General Terms and Conditions will apply.

1.1 Gateway Processing

HOLISTIC PAYMENT offers online and offline transaction processing services for selected types of PAYMENT METHODS as per the corresponding GATEWAY PROCESSING AGREEMENT. Transactions processed through the systems of HOLISTIC PAYMENT or its Partners which are completely exchanged with external PAYMENT PROVIDERS are considered as successfully PROCESSED.

1.2 Payment Methods

Empowered by HOLISTIC PAYMENT, MERCHANTS can connect their systems, applications, devices, and websites to various PAYMENT PROVIDERS, utilizing their PAYMENT METHODS allowing consumers to pay for goods/services at MERCHANT premises and online shops. HOLISTIC PAYMENT reserves the right to disconnect MERCHANTS from specific

PAYMENT METHODS if the PAYMENT PROVIDERS decide to temporarily or permanently suspend them.

1.3 Cardholder Processing Currency

Subject to PAYMENT PROVIDER technical support, HOLISTIC PAYMENT permits cardholders to choose a preferred settlement currency differentiating from the processing currency during CARD AUTHORIZATION at point of TRANSACTION.

1.4 Captures

HOLISTIC PAYMENT records and exchanges PROCESSED TRANSACTIONS with PAYMENT PROVIDERS, triggering SETTLEMENT of funds to the MERCHANT. CAPTURE period varies based on backend PROCESSING SYSTEM capabilities, occurring either simultaneously with AUTHORIZATION or at least once daily. If the MERCHANT triggers CAPTURE the time between AUTHORIZATION and Capture should not exceed a maximum of 5 days.

1.5 Cardholder Authentication

When mandated by the PAYMENT PROVIDER, specific online CARD AUTHORIZATIONS will be conducted using a 3D Secure Authentication Method (Verified by Visa and MasterCard Secure Code), requiring the use of additional authentication tools to verify the Cardholder's identity.

1.6 Recurring Transactions (RT)

Recurring Transaction (RT) enable MERCHANTS to schedule recurring payments for goods/services, automatically charging customers according to a prearranged schedule. This can be supported if it is approved and explicitly approved by the PAYMENT PROVIDER.

1.7 Mail Order/Telephone Order (MoTo)

MoTo TRANSACTION allows MERCHANTS selling goods/services via phone or email. The purchase TRANSACTION will be triggered through virtual terminals securely, without exposing cardholder data while ensuring highly-secure real-

time TRANSACTION processing.

1.8 Dynamic Descriptor

Dynamic Descriptor grants MERCHANTS the capability to modify information appearing on cardholder statements on a per-TRANSACTION basis. This feature helps to reduce disputes over processed TRANSACTIONS such as Chargebacks by providing additional TRANSACTION-specific details to the Cardholder.

2 Transaction Screening

To ensure safety for MERCHANT operations, HOLISTIC PAYMENT will screen TRANSACTIONS randomly using technical tools and Risk Management experts. These screenings aim to identify fraudulent or suspicious TRANSACTIONS, potentially requiring cancellation or refund to prevent future rejections by Cardholders or Issuing banks. Screening methods include different checks such as Payment origin checks, Whitelist/Blacklist checks, Transaction Cross checks, Unique user checks, TRANSACTION history checks, Velocity Checks, among others.

3 Merchant Obligations

3.1 Business Information

The MERCHANT confirms and assures that the details furnished in the application and the KYC PROCEDURES are truthful and precise, presenting an accurate portrayal of the MERCHANT's actual business operations.

3.2 Security Measures

HOLISTIC PAYMENT or its partnering FINANCIAL INSTITUTIONS may demand additional security measures from the MERCHANT based on provided or newly acquired information. If the MERCHANT fails to implement these measures within a reasonable period specified by HOLISTIC PAYMENT or FINANCIAL INSTITUTIONS, HOLISTIC PAYMENT reserves the right to terminate the contract with the MERCHANT and/or suspend services until the security measures are implemented.

3.3 Updates and Upgrades

HOLISTIC PAYMENT or its partner will provide the MERCHANT with all released information, updates, upgrades, patches, and bug fixes. Refusal by the MERCHANT to use advised updates, upgrades, patches, or bug fixes from HOLISTIC PAYMENT and/or its partners may result in the loss of compensation rights. HOLISTIC PAYMENT and its Partners will abandon maintaining software version after certain period.

3.4 Application Programming Interface (API)

HOLISTIC PAYMENT has the authority to adopt, adjust, change, or progress the API used for the SERVICES at any time. HOLISTIC PAYMENT will notify the MERCHANT accordingly. If such action requires the MERCHANT to update its software or interface, the MERCHANT must perform such updates within 6 weeks upon notification.

3.5 Payment Card Industry (PCI) Standard

For facilitating CARD PROCESSING SERVICES, the MERCHANT must comply with the CARD SCHEME RULES and REGULATIONS set by the PCI Council to ensure cardholder data protection. The MERCHANT should provide valid proof of compliance with PCI standards.

4 Payment Terms

4.1 Fees

All expenses incurred upon MERCHANT registration with CARD SCHEMES, FINANCIAL INSTITUTIONS, or PAYMENT PROVIDERS in adherence to the established RULES and REGULATIONS shall be borne by the MERCHANT per the Merchant Service Agreement. MERCHANT shall also be borne for the Processing fee as agreed in the GATEWAY PROCESSING SERVICE AGREEMENT. Additionally, any costs related to fund transfers from HOLISTIC PAYMENT to the MERCHANT, as per the Service Agreement, must also be borne by the MERCHANT.

4.2 Invoices

HOLISTIC PAYMENT will issue monthly
holistic payment connect GmbH
Registration Number: FN545272x
VAT Number: ATU76230419
Austria

invoices to the MERCHANT, detailing fees and reimbursable expenses for PROCESSING SERVICES rendered during that period as outlined in the Merchant Service Agreement. These invoices shall comprehensively delineate the work performed regarding to TRANSACTION Processing and the related reimbursable expenses. Regarding card acceptance services, HOLISTIC PAYMENT's partnering FINANCIAL INSTITUTION is authorized to deduct associated PROCESSING fees before SETTLEMENT to the MERCHANT. Moreover, the setup fee becomes due and payable: (i) immediately after HOLISTIC PAYMENT establishes the test environment for all SERVICES, (ii) six weeks after the commencement of the business relationship if HOLISTIC PAYMENT cannot perform the SERVICES due to MERCHANT non-compliance. HOLISTIC PAYMENT reserves the right to suspend PROCESSING SERVICES if the MERCHANT fails to fulfill agreed-upon duties after receiving three reminder notifications.

5 Fines

The MERCHANT agrees to pay all fees imposed by the CARD SCHEMES.

6 Support

HOLISTIC PAYMENT's operating system availability meets critical service requirements. Achieved system availability does not consider: (I) Planned or agreed-upon downtime for system improvements or maintenance, (II) Scheduled maintenance, (III) Interruptions caused by the MERCHANT or third parties. Upon receiving an incident report detailing severity, HOLISTIC PAYMENT or its partner will undertake all feasible technical measures to resolve the incident. Support requests should be directed to support@holisticpayment.com or submitted as a support request on the MERCHANT Portal <https://holisticpayment.odoo.com>. Detailed information on support services is available in the respective SERVICE AGREEMENT.

7 Additional Agreements

MERCHANT may need to enter additional agreements with HOLISTIC PAYMENT, one or more FINANCIAL INSTITUTIONS, or related SERVICE PROVIDERS to enable certain SERVICES outside this and GATEWAY PROCESSING SERVICE AGREEMENT. Failure to conclude such additional agreements renders the specific service not covered under SERVICES, and HOLISTIC PAYMENT is not liable for rendering such SERVICES.

8 Warranties

In addition to other warranties in this AGREEMENT, the MERCHANT warrants that each submitted TRANSACTION for PROCESSING: (i) represents a legitimate sale/rental of products or services not previously submitted, (ii) represents the cardholder's obligation for the TRANSACTION amount, (iii) the charged amount is free from dispute or counterclaim, (iv) does not represent refinancing of an existing cardholder obligation, (v) to the MERCHANT's knowledge, does not indicate any facts or circumstances that would hinder validity or collectability of the cardholder's obligation. The MERCHANT agrees to accept compensation for commercial damages resulting from negligent business conduct.

9 Use of Services

SERVICES provided by HOLISTIC PAYMENT to the MERCHANT are solely for the MERCHANT's use and benefit. The MERCHANT agrees not to make directly or indirectly any of the SERVICES entirely or in part available to other companies, including group companies of the MERCHANT, without prior written consent from HOLISTIC PAYMENT.

10 Term and Termination

This AGREEMENT initiates from the date of signing and continues for an initial 24-month period (INITIAL TERMS) if not agreed otherwise in the GATEWAY PROCESSING SERVICE AGREEMENT. Post the INITIAL TERMS, the Agreement extends automatically unless either party

provides written notice of non-renewal at least 3 months before the scheduled expiration date or as stipulated in the GENERAL TERMS and CONDITIONS. Termination under this section is possible after the initial 24 months. At any time, HOLISTIC PAYMENT or the MERCHANT can terminate this AGREEMENT for good cause in accordance with the GENERAL TERMS and CONDITIONS. Termination does not exempt the MERCHANT from incurred prior-to-termination liabilities, nor does it prevent HOLISTIC PAYMENT from seeking remedies against the MERCHANT for breaches occurring before termination.