

Amendment to the Standard Terms of the Electronic Commerce Service Agreement

According to Clause 2.5 of the “Standard Terms of the Electronic Commerce Service Agreement” published on LLC Tpay’s website at <https://flitt.com/ge/legal/> (hereinafter the “Standard Terms”), LLC Tpay proposes the following amendments/additions to the Standard Terms:

1. Clause 1.11 and 1.12 of Article 1 of the Standard Terms shall be amended to read as follows:
 - 1.11. Payment Service: Payment transactions carried out through the service provider’s electronic technical means – using a payment instrument, including relevant settlement.
 - 1.12. Transactional Commission: A commission received by the service provider for each transaction executed for the merchant.
2. New Clauses 1.34 and 1.35 shall be added to Article 1 of the Standard Terms and shall read as follows:
 - 1.34. Limit – a restriction established by the Service Provider that determines the maximum permissible amount within payment transactions carried out through the Service Provider’s payment channel and/or the number of transactions and/or the total maximum processed amount within a specific period of time (daily, weekly and/or monthly), taking into account risk management considerations, applicable legislation, rules of international payment systems, and the internal policies of the Service Provider.
 - 1.35. Merchant Portal/Application – an electronic platform/application made available to the Merchant by the Service Provider, through which the Merchant receives information regarding transactions processed on its platform within the scope of the payment services.
3. Clause 3.1.16, 3.1.25, 3.3.8, 3.4.5 and 3.4.6 shall be amended to read as follows:
 - 3.1.16 In compliance with the provisions of the Agreement, the Merchant is obliged to ensure that payment transactions accepted by the Merchant feature all relevant card transaction data, the Merchant’s activities comply with MCC (Merchant Category Code) assigned to him/her/it by Service Provider; the Merchant uses for its online transactions the website that is indicated in the Merchant’s documents submitted to the Service Provider; In the event that the Merchant breaches the obligation set forth in this clause, as a result of which the Service Provider is imposed any fine/penalty and/or incurs damages, the Merchant shall be obliged to reimburse the Service Provider for such fine/penalty/damages no later than 10 calendar days from the date of receipt of the notification sent by the Service Provider.
 - 3.1.25 Timely provide the service provider with the information necessary for the provision of services. The Service Provider shall be entitled to unilaterally terminate the Agreement with immediate effect if the Merchant fails to provide the information requested by the Service Provider within the timeframe agreed in advance between the Parties, including but not limited to communication via email.
 - 3.3.8 Comply with the obligations set forth in Annex No. 4 to this Agreement regarding the protection of payers’/customers’ personal data.
 - 3.4.5 Withhold funds from transaction amounts to maintain the required balance in the insurance reserve, in the event that an agreement on a reserve (security reserve) exists between the Parties within the framework of this Agreement..
 - 3.4.6 For the purpose of providing the payment services under this agreement, share information known to it about the Merchant, including but not limited to personal data, with the Service Provider’s contractors, member companies of the TBC Group, as well as international payment systems (Visa, Mastercard) and national regulatory administrative authorities, in compliance with the requirements of applicable legislation.

4. Sub-Paragraphs 3.1.34, 3.1.35, 3.1.36, 3.1.37 and 3.1.38 of Article 3 be removed from the Agreement and the subsequent sub-paragraphs be renumbered accordingly.

5. Clause 7.3, 7.4 and 7.5 shall be amended to read as follows:

7.3. The service provider has the right to terminate the agreement at any time by sending written notice 15 (fifteen) calendar days in advance. The agreement is considered finally terminated once all financial and organizational-technical matters between the parties have been resolved.

7.4. The service provider may immediately suspend or terminate this agreement without prior notice and without liability if the merchant breaches any obligation under the agreement or if the service provider suspects fraudulent/suspicious activities by the merchant. The Service Provider shall be entitled to unilaterally terminate the Agreement with immediate effect if the Merchant fails to provide the information requested by the Service Provider within the timeframe agreed in advance between the Parties, including but not limited to via email.

7.5. The service provider has the right to make changes or additions to the terms of service described in this agreement, the features, and/or the fees, rates, or payments defined for the merchant in the appendices related to the agreement/payment service. These changes/additions will be communicated to the merchant at least 1 (one) month prior to their implementation, either by publishing the relevant information on the website and/or merchant portal or by sending a notification to the merchant. Additionally, the service provider is authorized, in the case of changes/additions to the established fees/rates/payments, to propose or discontinue the provision of any of the services covered by this agreement and/or its appendices, if applicable. The merchant has the right to refuse the services provided under this agreement at any time within 1 (one) month of the relevant information being posted on the website and/or merchant portal and/or the notification being sent by the service provider, by sending a written notice to the service provider. If the merchant exercises this right, they are obligated to pay the service provider all applicable commissions and other charges related to the relevant service no later than 5 (five) calendar days after submitting the written notice of termination to the service provider. The validity of the agreement will continue until the merchant fully fulfills all obligations assumed under this agreement. If the merchant does not exercise the right to terminate the agreement, the changes (additions) proposed by the service provider will be deemed accepted by the merchant, and the terms/rates/payments will be considered amended accordingly. The service provider has the right to implement changes/additions to the terms that do not worsen the merchant's position immediately upon posting on the website and/or merchant portal and/or delivering the notification to the merchant.

6. Sub-Paragraphs 8.2, 8.6, 8.7, 8.8, 8.9, 8.10 and 8.11 shall be removed from the Agreement and the subsequent sub-paragraphs be renumbered accordingly.

7. Clause 8.4 shall be amended to read as follows:

8.4 In the event of a breach of these terms by any party, the other party is entitled to unilaterally terminate this agreement at any time.

8. Clause 10.9 and 10.12 shall be amended to read as follows:

10.9 The Merchant consents that during the term of this Agreement the Service Provider shall be entitled to request and obtain from the acquiring bank and/or any national and/or international authority/agency, including but not limited to the LEPL Public Service Development Agency, any data, information and/or documentation required for the verification/identification of the Merchant.

10.12 The agreement is made in the English language.

9. New Clause 10.11 shall be added to Article 10 of the Standard Terms and shall read as follows:

“10.11 The Parties acknowledge and agree that any payment made using a Digital Wallet with a Debit Friendly (partner banks) card shall be deemed and processed as a payment made with a Debit Domestic (other Georgian banks) card. In such cases, the applicable commission shall be determined in accordance with the fees established for payments made with Debit Domestic cards under this Agreement and its annexes, including the tariffs set forth in Annex No. 1. This clarification shall apply throughout the entire term of the Agreement.”

10. Annex N4 – Data Processing Agreement shall be added to the Standard Terms and shall read as follows:

Annex 4

Data Processing Agreement

This Agreement is concluded between the Merchant and the Service Provider and aims to regulate the relations related to data processing and protection within the framework of the Electronic Commerce Service Agreement (hereinafter referred to as the “Agreement”) concluded between the Merchant and the Service Provider.

By this Agreement, the Parties agree as follows:

Purposes and Grounds for Data Processing	During the provision of payment services to the Merchant, the Service Provider processes data on the basis of the Agreement for the purpose of enabling the Service Provider to provide payment services to the Merchant, which allows customers/payers to perform payment transactions on the Merchant’s platform for the purchase of relevant goods and/or services.
Legal Grounds for Data Processing	Performance of the obligations of the Service Provider under the Agreement Legitimate interest of the Merchant to receive the service Interest of the customer/payer to perform an online payment transaction for the purchase of goods/services
Duration and Frequency of Data Processing	<ul style="list-style-type: none"> For the duration of the main Agreement and/or within the timeframes established by regulatory authorities and applicable legislation On a daily basis, simultaneously with the execution of payment transactions by payers
Data Subjects	<ul style="list-style-type: none"> Customers/payers of the Merchant Founders, management and authorized representatives of the Merchant
Categories of Data Processed	Name, surname, bank account number, the first 6 and last 4 digits of the bank card number, email address, IP address, country, chargeback request history and information about the cardholder indicated during the chargeback process, including but not limited to phone number, as well as data required under the legislation of Georgia in connection with payment services.
Location of Data Processing	Georgia, Germany, and locations of the relevant international payment systems.
Categories of Third Parties to Whom Personal Data May Be Transferred	<ul style="list-style-type: none"> Acquiring bank International payment systems

	<ul style="list-style-type: none"> • Subsidiary companies of TBC Bank Group PLC • Contractors of the Service Provider involved in the provision of payment services
<p>Obligations of the Parties in Personal Data Processing</p>	<p>Each Party shall process the other Party’s personal data fairly and lawfully, in accordance with the instructions defined by the Agreement and this Annex.</p> <p>Each Party shall fully comply with the requirements established by the Law of Georgia on Personal Data Protection, including but not limited to the conditions set forth in Article 36 of the Law.</p>
<p>Termination of Data Processing and Data Destruction</p>	<p>Each Party shall:</p> <ul style="list-style-type: none"> • Upon the request of the other Party, at any time, cease the processing of data and immediately, but no later than 15 business days, return to the Party and delete/destroy, without the possibility of recovery, the personal data transferred to it and any copies thereof, or store such data in a depersonalized form. <p>This provision shall not apply to data that:</p> <ul style="list-style-type: none"> • has been shared within the framework of the Agreement during the Merchant onboarding process, • is related to incidents that occurred within the scope of the Agreement, or • must be retained by the Service Provider under Georgian or international legislation or based on the request of a regulatory authority. • Obligations related to the processing of personal data shall remain in force even after the termination of contractual relations between the Parties for as long as either Party retains access to the personal data transferred by the other Party. <p>This provision shall not be interpreted as granting either Party the right to retain access to personal data obtained under the Agreement after the termination of contractual relations, except where applicable legislation or a regulatory authority requires the retention of such data.</p>
<p>Restriction of Persons with Access Rights</p>	<p>Both Parties shall:</p> <ul style="list-style-type: none"> • Act in accordance with data protection legislation (including international regulations) and ensure the protection of data subject rights. • Limit access to personal data only to those persons who have received appropriate prior instructions regarding data protection and processing, who require access to the data for the performance of their duties, understand the obligation to maintain confidentiality and security of the data, and ensure the protection of such confidentiality and security, including after termination of their employment.
<p>Sub-Processor</p>	<ul style="list-style-type: none"> • Either Party may delegate, in whole or in part, the obligations assumed under this Annex to a sub-processor without the prior written consent of the other Party if

	<p>such delegation arises from the business activities of the respective Party and is necessary for its operations.</p> <p>The Parties acknowledge that within the framework of this Agreement the Merchant is aware and does not object that the subcontractors and therefore sub-processors of the Service Provider include subsidiary company/companies of TBC Bank Group PLC.</p> <ul style="list-style-type: none"> • Either Party shall have the right to verify the organizational and technical measures of the sub-processor, including compliance with security measures, and ensure that the sub-processor has the technical capability to fulfill the obligations provided under this Annex. • The engagement of a sub-processor in data processing does not release the Party from its obligations and does not limit its liability for damages resulting from a breach of such obligations.
<p>Data Security</p>	<p>Each Party shall:</p> <ul style="list-style-type: none"> • Comply with security measures determined by the other Party and by applicable Georgian legislation and ensure the security, integrity and confidentiality of personal data. • Implement appropriate technical and organizational measures to prevent possible and accompanying risks related to data processing, including unlawful processing, accidental loss, destruction, or deletion of personal data. <p>When determining the necessary organizational and technical measures for personal data security, each Party shall consider:</p> <ul style="list-style-type: none"> • categories and volume of personal data, • purpose, form and means of data processing, • potential risks to the rights of data subjects. <p>Each Party shall periodically assess the effectiveness of the technical and organizational measures implemented to ensure personal data security and, where necessary, implement additional or updated protective measures.</p> <p>Each Party shall ensure that any employee involved in data processing or having access to personal data:</p> <ul style="list-style-type: none"> • does not exceed the scope of granted authority, • maintains the secrecy and confidentiality of personal data. <p>This obligation shall remain in force even after termination of employment.</p> <p>Each Party shall determine access levels to personal data according to employees' responsibilities and take appropriate measures to prevent, detect and eliminate unlawful data processing, including informing employees about personal data security requirements.</p> <p>Each Party shall be able to demonstrate compliance with this Annex and applicable data protection legislation.</p>

Incident Response	<ul style="list-style-type: none"> • Each Party shall notify the other Party immediately upon discovery of an incident, but no later than 48 hours, in writing via email. • Each Party shall take all necessary measures to eliminate and remedy the incident, document all measures taken, and inform the other Party accordingly.
Monitoring	Each Party shall have the right to request information from the other Party in advance regarding data processing in accordance with data protection legislation and to monitor the processing activities carried out by authorized persons.

Consent to Obtain / Share Merchant Data and Documents

The authorized representative of the Merchant confirms that they consent to the collection and sharing of the Merchant’s and its related persons’ personal data/documents, to the extent necessary, from financial institutions within the TBC Group or the sharing of such data with them for the purpose of complying with legislative requirements, including the Law on Facilitating the Prevention of Money Laundering and Terrorism Financing, and for providing efficient and uninterrupted services to the Merchant.

The authorized representative of the Merchant confirms that they are informed that they and/or persons related to the company have the right to withdraw this consent at any time using any of the methods specified in Tpay LLC’s Privacy/Personal Data Protection Policy, including:

- calling the hotline (032) 500 01 02
- sending a request to compliance@flitt.com
- visiting the office.