



Amendments and Additions to the Standard Terms and Conditions of the E-Commerce Service Agreement
(hereinafter referred to as the “**Standard Terms and Conditions**”)

Pursuant to Clause 7.6 of the Standard Terms and Conditions published on the website of Tpay LLC at <https://flitt.com/legal/>:

1. Clause **1.7.**, **Clause 1.11.** and **Clause 1.37.** shall be amended and restated as follows:

- “1.7. **Service Provider** - Under this Agreement, through its own payment instrument, the Payment Service Provider: Tpay LLC (I/N: 402291220); Brand name: Flitt; Registration No. 0100-7704; Legal Address: No. 7 Kote Marjanishvili Street, 0102 Tbilisi, Georgia; email: support@flitt.com; Contact phone number: (+032) 500 01 02;
- 1.11. **Merchant Platform** - the Merchant's website and/or mobile application through which the Merchant offers and sells its Products/Services. The domain/address of the Merchant Platform shall be specified in Annex No. 1;
- 1.37. **Merchant Portal** - Website and/or application made available to the Merchant by the Service Provider, through which the Merchant receives information regarding transactions processed on its Merchant Platform within the scope of the payment services;

2. Clauses **1.10.**, **1.26.** and **1.38.** shall be added and worded as follows:

- “1.10. **Website** - the Service Provider's website;
- 1.26. **International Payment Scheme** - a set of general rules and standard procedures established by VISA, Mastercard, American Express and/or other international payment schemes, governing the use of Cards and the execution of payment transactions through them;
- 1.38. **MCC Code (Merchant Category Code)** - A four-digit number specified by ISO 18245 standard based on the Merchant's business activity.

3. Sub- Clause **3.1.25.** shall be amended and worded as follows:

- “3.1.25. For the purpose of receiving the Payment Services and/or at any time during the use of the Payment Services, upon the Service Provider's request and within the period specified by the Service Provider, provide the information and/or documentation required for the provision of the Payment Services, including documentation related to the Merchant's business activity.”

4. Sub- Clause **7.4.2.** shall be amended and worded as follows:

- “7.4.2. Suspend and/or terminate this Agreement if, at any time during the provision of the Payment Service, the Merchant fails to provide, at the Service Provider's request and within the time period specified by the Service Provider, the information and/or documentation necessary for the provision of the Payment Service, including documentation relating to the Merchant's business activity.”

5. Clause **7.5.** shall be added and worded as follows:

- “7.5. Termination of this Agreement shall not release the Parties from the full and due performance and/or payment of any obligations assumed under this Agreement and/or imposed by applicable law.”

6. Sub-Clause **7.9.1.** shall be added and worded as follows:

- “7.9.1. For the purpose of delivering any notice, information, or documentation under this Agreement and/or its Annex(es), the Service Provider shall use the email address specified by the Merchant in Annex No. 1 and/or indicated in any document submitted or provided by the Merchant;”

7. Clauses **10.11.** and **10.12.** shall be added and worded as follows:

“10.11. The Service Providers’s supervisory authority is the National Bank of Georgia, detailed information about which is available on the following website: www.nbg.gov.ge; address: No. 2 Sanapiro Street, 0114, Tbilisi, Georgia.

10.12. Please review consumer-relevant information on the website of the National Bank of Georgia at www.nbg.gov.ge/cp and via the hotline: (032) 2 406 406.”

8. **Annex No. 2** shall be amended and worded as follows:

Annex No. 2

1. The following information must be clearly and prominently displayed on the Merchant’s Platform, and the User must review and/or agree to such information before purchasing the Products/Services:
 - 1.1. The Merchant’s full legal name, registered address, actual address (if different from the registered address), telephone number and email address;
 - 1.2. The name, full description and price of the Products/Services;
 - 1.3. The price and terms of delivery of the Products/Services (including transportation, shipment, installation and other related services);
 - 1.4. The terms and procedures for payment of the price of the Products/Services;
 - 1.5. The terms for returning the Products/Services (including the price paid for the Products/Services) or the User’s rights to reimbursement of costs incurred in the event of cancellation of the order;
 - 1.6. Information/provisions regarding compliance with the legislation applicable to the Merchant’s business activity;
 - 1.7. Privacy Terms/Policy;
 - 1.8. Information security Terms/Policy.
2. Following the delivery of the Products/Services, an Act of Acceptance must be executed, which shall include identification of the recipient and confirmation of acceptance by the parties through their signatures on the Act of Acceptance.
3. At the time of the User’s registration on the Merchant’s Platform or prior to the transaction, the User’s details (name, surname, telephone number, etc.) must be provided. The Merchant must retain such data/information for 180 (one hundred eighty) days from the date of the transaction and provide it to the Service Provider upon request.
4. The Service Provider’s and International Payment Scheme(s)’ logo(s) (trademarks) must be displayed in a prominent place on the Merchant’s Platform in their registered form (without modification).

9. The introductory provision of **Annex No. 3** shall be amended and worded as follows:

“This Annex sets out the terms and conditions governing the provision of Additional Service(s) under the E-Commerce Service Agreement. These terms and conditions shall apply solely to those Merchants that receive the Additional Service(s) agreed between the Parties pursuant to Annex No. 1”

10. Clauses **1.3.** and **2.2.** shall be added to Annex No. 3 and worded as follows:

“1.3. Settlement Scheme for Open Banking Services:

1.3.1. **Standard Settlement Scheme** - the amount(s) of transaction(s) executed through Open Banking shall be credited to the Merchant’s bank account specified in Annex No. 1 no later than the second Business Day, less the transaction fee;

1.3.2. **Direct Settlement Scheme** - the amount(s) of transaction(s) executed through Open Banking shall be credited to the respective bank account(s) specified in Annex No. 1 in full. The Merchant shall pay the transaction fee to the Service Provider monthly, based on an invoice submitted by the Service Provider to the Merchant at the end of the relevant billing month, within 5 (five) Business Days from the date of submission of such invoice.

2.2. The fee for Open Banking Services for each successfully executed transaction and the respective settlement scheme shall be specified in Annex No. 1 to the Agreement.”

As a result of the addition of the above clause(s), the numbering of the existing clause(s) shall be changed accordingly and sequentially.