



GENERAL TERMS AND CONDITIONS FOR HARDWARE AND ACQUIRING

1. THE COMPANY

OMW EUROPE LIMITED ("OneMoneyWay") with registered address at: Office 1442 321-323 High Road, Chadwell Heath, Essex, United Kingdom, RM6 6AX and company registration number 13651522

2. TERMS OF THE AGREEMENT

OneMoneyWay's general terms and conditions apply to all agreements between OneMoneyWay and OneMoneyWay's customers. The general terms and conditions come into force from the Customer's signature of the OneMoneyWay sales contract. By signing the OneMoneyWay sales contract, the Customer declares to have thoroughly read and understood OneMoneyWay's general terms and conditions. The general terms can only be broken based on written agreement between OneMoneyWay and OneMoneyWay's customer.

3. CUSTOMER'S INTERNET

Delivery, setup and maintenance of internet connection to hardware provided by OneMoneyWay is the sole responsibility of the customer.

OneMoneyWay can provide support in relation to internet setup requirements. The customer is responsible for meeting all requirements set by OneMoneyWay or OneMoneyWay's partners.

4. HARDWARE RIGHTS

The Customer may not resell and/or pass on hardware to third parties unless otherwise agreed in writing between OneMoneyWay and the Customer.

If the cooperation between OneMoneyWay and the customer is terminated/discontinued, it is the customer's responsibility to hand over all hardware and/or hardware back to OneMoneyWay within 10 working days.

Failure to do so will result in the customer being invoiced for the purchase price of the borrowed hardware.

5. HARDWARE DELIVERY AND SUPPORT

It is necessary that all freight and shipping of OneMoneyWay's hardware is carried out via a courier company specified by OneMoneyWay. Customer is permitted to move the Hardware or its components to other premises in Customer's corporate country of residence. The customer must inform OneMoneyWay in writing in advance of the relocation of the hardware.



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6. MAINTENANCE OF HARDWARE

Service is performed by OneMoneyWay or by a service provider appointed by OneMoneyWay

6.1 Hardware maintenance includes:

OneMoneyWay's prices cover customer support, error reporting and replacement service in relation to the delivered hardware.

6.1.1 Troubleshooting and technical support

The customer can use customer service and submit error reports at support@onemoneyway.com during opening hours. The current opening hours can be found on OneMoneyWay's website at any time. Telephone troubleshooting includes answers and guidance regarding technical questions related to the use of OneMoneyWay's hardware.

6.1.2 Replacement and repair

OneMoneyWay strives to deliver a replacement payment device to the customer within 2 business days once it has been determined that an error cannot be corrected. This requires that the customer has submitted the error report no later than 10:00 am on the day 2 days prior.

6.1.3 Costs associated with replacement and/or repair

If the customer's hardware requires repair or replacement, the customer will be invoiced the list price for the replacement terminal.

6.1.4 Hardware must always be sent to OneMoneyWay.

If the client sends the hardware to other companies than OneMoneyWay, OneMoneyWay cannot be held responsible for any repairs made in the future

6. 2 Hardware maintenance does not include:

6.2.1 Support and service for hardware other than that supplied by OneMoneyWay.

6.2.2 Backup of programs, files, data, etc. before commencing service work.

6.2.3 Correction of consequential damage, including updating or reconstruction of programs or files that may have been damaged, lost or changed.

6.2.4 Delivery of consumables.



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6.2.5 Submission of error messages to other suppliers.

6.2.6 Troubleshooting caused by anyone other than OneMoneyWay or a OneMoneyWay approved subcontractor having serviced or made changes to the covered hardware. Fault correction caused by errors and omissions on the part of the customer, such as misoperation, abnormal use or non-compliance with the requirements of the operating environment. Troubleshooting of hardware due to accidental events such as loss of the payment terminal, liquid spillage in or on the payment terminal, tampering with the payment terminal, vandalism, water damage, fire, short circuit/lightning strike and irregularities in the electricity supply. Troubleshooting of hardware and software not covered by the agreement or faults that such hardware or software may cause on the covered hardware. Faults on cables, telephone lines, power supplies and the like at the customer's address. External modems, power supplies and rechargeable batteries on mobile payment terminals are not covered by the service contract.

If the customer wishes, OneMoneyWay can evaluate whether either OneMoneyWay itself or one of our service partners can handle the specified challenges. When OneMoneyWay complies with the customer's request and performs the mentioned tasks, this will be invoiced separately.

6.3 OneMoneyWay access to customer hardware:

Within the service period, the customer shall, upon request, ensure that OneMoneyWay has unhindered access to perform troubleshooting on the hardware.

The customer shall cooperate free of charge during any troubleshooting by providing qualified personnel and necessary hardware, even if it involves hardware without faults but which interacts with the hardware to be serviced.

If the troubleshooting requires full or partial disconnection of the hardware in question, the customer will be informed accordingly. If the customer fails to release the affected hardware until OneMoneyWay's obligations have been fulfilled, the release must be made before the relevant obligations can be honored.

7. SERVICES, PRODUCTS & HARDWARE

OneMoneyWay's product consists of a solution that allows the customer to accept card payments. This includes the lending of a card terminal & gateway and software license.

7.1. Lending of Hardware and any future hardware

The customer does not own hardware loaned by OneMoneyWay.

OneMoneyWay owns all hardware provided to the customer by OneMoneyWay,



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unless otherwise agreed in writing.

7.2. Payment card acquiring

Payment card transactions are not processed by OneMoneyWay. OneMoneyWay has entered into an agreement with one or more card acquirers through which Payment Card Transactions are processed.

By extension, the customer also automatically enters into a separate agreement with the card acquirer of OneMoneyWay's choice.

OneMoneyWay is entitled to change the card acquirer.

The customer does not have authority to change card acquirers of payment cards, or to opt-out of OneMoneyWay in connection with the services OneMoneyWay provides.

The transaction price per transaction is determined when signing the OneMoneyWay sales contract.

By using the services provided by OneMoneyWay, the customer also accepts applicable requirements to be fulfilled by the acquirer and applicable legislation.

Payment for the acquiring of card transactions is not invoiced separately to the customer, as this takes place as the transaction is made.

7.3. Gateway and software license

When the customer receives payments, a gateway license is required for the payment gateway and software for the lent hardware.

7.4. Support and service

Support is provided by OneMoneyWay on the services provided by OneMoneyWay, should operational problems or similar occur on hardware provided by OneMoneyWay

8. GATEWAY- AND SOFTWARELICENSE

8.1 Maintenance of software

In accordance with these terms and conditions and other contractual conditions, OneMoneyWay undertakes to maintain and make available to the customer any new versions of the delivered software, and the customer is expected to accept and use these.



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8.2 Right of use of software and payment gateway

The customer obtains a non-exclusive right of use to the payment gateway used by OneMoneyWay and to the accompanying software. The right of use is subject to the customer's contractual relationship with OneMoneyWay. The customer is thus entitled to use both the payment gateway and the software, provided that the customer fulfills his payment obligations.

Unless otherwise provided by mandatory legislation, the customer is not permitted to copy all or parts of the payment gateway and the accompanying software, which the customer has the right to use through the contractual relationship with OneMoneyWay.

9. CHARGEBACKS

A cardholder has the option to submit a chargeback to their card issuer. Subsequently, the card issuer may contact OneMoneyWay for the purpose of investigating whether a chargeback to the cardholder is warranted and necessary. Reasons for a dispute may include the cardholder's denial of knowledge of the transaction, repeated transactions of the same purchase, alternative payment methods, the cardholder's claim not to have received the goods or services in question, or that the cardholder has returned the goods received. Upon OneMoneyWay's request, the customer shall immediately provide all relevant documentation regarding the dispute in question. If the customer is unable to prove their position to OneMoneyWay, OneMoneyWay reserves the right to refund the payment to the cardholder.

OneMoneyWay's decision regarding a dispute is final and cannot be appealed to the courts. The customer is responsible for providing good service to the cardholder in order to avoid disputes. An overrun of disputes may result in fees and penalties from card companies such as VISA and Mastercard. Any such fees and penalties will be passed on by OneMoneyWay to the customer, with an administration fee of 25% of the amount.

10. APPLICABLE PRICES & FEES

At the conclusion of the agreement, the transaction price per transaction is determined as a percentage. OneMoneyWay does not perform the acquiring of payment card transactions itself. Therefore, OneMoneyWay has entered into agreements with one or more acquirers. The agreed transaction price covers both OneMoneyWay's services (gateway and software license, support and service) and services from the acquirer (acquiring payment card transactions).



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10.1 Customer prices & fees

Transaction prices charged by the acquirer are not subject to VAT. Costs for both payment gateway and software are included in the current terminal price.

For prices and fees not specified in the accepted offer, OneMoneyWay's current price list applies. The price list can be consulted on OneMoneyWay's website at www.onemoneyway.com

10.1.1 Transaction price

The transaction price is paid to the acquirer as a percentage of the total transaction amount. The transaction price is applied to each individual transaction and is settled to the acquirer at the same time as the payment is made.

10.1.2 Fees

In addition to the transaction prices, the customer is charged for various additional services in accordance with the current price list, which is available on the OneMoneyWay website at www.onemoneyway.com.

10.1.3 Price regulation

Prices for the Services are subject to adjustment and any changes will be notified in accordance with the provisions of Section 13. Price adjustment for non-use of the Service is classified as a total turnover of less than GBP 1,000 per month, for which an invoice of GBP 100 per month will be issued.

11. CONDITIONS FOR CUSTOMER PAYMENT

11.1 Payment terms and invoicing fees

A payment term of 7 days applies to all invoices.

11.2 Payment of transaction prices

The transaction prices are settled to the acquirer when the customer receives payment from the customers who pay through OneMoneyWay's hardware.

11.3 Late and/or non-payment charges

Late payments are subject to fees and other amounts according to the British Interest Act. In the event of non-payment, OneMoneyWay reserves the right to disable the functions of the



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hardware or shut down the acquiring agreement. Reopening can only be done upon payment of the amount due plus a fee of GBP 150,- per terminal.

12. AMENDMENTS TO THE AGREEMENT

OneMoneyWay reserves the right to change the general terms and conditions from time to time. Minor material changes may occur without prior notice. Material changes will be notified electronically via the e-mail address provided by the customer, on the OneMoneyWay portal or on the OneMoneyWay website with 30 days' notice. Changes can be implemented unilaterally and therefore do not require the customer's consent.

13. RIGHTS AND COMPLAINTS

13.1 Intellectual property rights

The Customer does not acquire any intellectual property rights, including patent rights or copyrights, to the payment terminal or other hardware or services, whether on a hardware or software basis.

13.2 Terminals

Except in cases where lawful access is required by mandatory legislation, it is not permitted to make changes, modifications or similar actions to payment terminals or other hardware. This applies to both hardware and software. It is not permitted to use OneMoneyWay's payment terminals through another payment gateway.

13.3 Marketing

OneMoneyWay is authorized to inform third parties in a marketing context that the customer uses OneMoneyWay's products. Furthermore, the customer is not entitled to use OneMoneyWay's logo, trademark and other intellectual property rights without prior written consent from OneMoneyWay.

14. DURATION AND TERMINATION

14.1 Duration

The agreement between the customer and OneMoneyWay is valid continuously until terminated as stated below.

14.2 Period of non-terminability

The agreement has an initial period of 24-36 months from conclusion, during which it is



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non-cancellable, which means that the customer is committed to the agreement during this period (binding period). Whether the commitment period of the agreement is 24-36 months is specified in the contract. The agreement can only be terminated with the notice period described in clause 14.3 after the non-cancellable period has expired.

14.3 Notice of termination

The parties may terminate the agreement with 1 month's notice before the end of a month, subject to the provisions of section 14.2 on the period of non-terminability.

If OneMoneyWay's acquirer terminates the customer relationship with the customer due to unusual behavior and/or suspicion of misuse, OneMoneyWay has the right to terminate the customer with immediate effect.

14.4 Return of OneMoneyWay hardware upon termination

If the customer does not return OneMoneyWay's hardware within 10 business days after the expiration of the notice period, the customer will be invoiced the recommended retail price for the hardware in accordance with the current OneMoneyWay price list.

14.4 Hardware that is not returned to OneMoneyWay

After the expiration of the notice period, OneMoneyWay has the right to disable the customer's use of OneMoneyWay's hardware that has not been returned without notice.

14.5 Leaving the contractual relationship before the end of the notice period

If the customer wishes to withdraw from the agreement before it is possible according to the terms, OneMoneyWay is entitled to charge both

100% of the applicable list price of the payment terminal upon termination and:

GBP 100 per payment terminal for the number of months the customer wishes to withdraw from the agreement before the customer would have withdrawn in accordance with the terms.

The above terms and conditions also apply in the event of the customer's breach of the agreement and termination as a result.

15. BREACH OF CONTRACT

15.1 Customer breach of contract

A breach shall be deemed to include, but not be limited to:

- The Customer fails to pay agreed amounts.



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- The customer acts in violation of these general terms and conditions
- The customer misuses or neglects OneMoneyWay's hardware.
- The customer is under bankruptcy proceedings, initiates a reorganization or otherwise demonstrates an inability to pay.
- The customer does not comply with applicable PCI requirements regarding the security of card data.
- The customer opens payment terminals, attempts to penetrate the payment system or otherwise gains access to data and/or software in violation of the general terms and conditions, contractual relationships and relevant legislation.

15.1.1 OneMoneyWay's rights in the event of Customer breach of contract or misrepresentation

If an agreement entered into with OneMoneyWay is breached, OneMoneyWay has the right to terminate this agreement with immediate effect.

If an agreement entered into with OneMoneyWay is breached and OneMoneyWay terminates this agreement, OneMoneyWay has the right to charge both:

100% of the payment terminal's applicable list price at termination and:

GBP 100 per payment terminal for the number of months the Customer wishes to withdraw from the agreement before the Customer would have withdrawn under the terms and conditions

In the event of non-payment, OneMoneyWay also reserves the right to disconnect the hardware that has not been paid for or terminate the acquiring agreement. This will be done without further notice, and OneMoneyWay cannot be held liable for any operational loss, loss of profit, consequential damage or other forms of indirect loss attributable to the disconnections made. Loss of data is considered an indirect loss.

15.2 OneMoneyWay's breach of contract

Under the general rules of UK law, the customer has the right to terminate the agreement if OneMoneyWay is in material breach of its obligations. Before termination can take place, the customer must have submitted a complaint in writing and OneMoneyWay must have attempted to remedy the situation unsuccessfully within a reasonable timeframe after receipt of the complaint. Termination thus presupposes that the attempt to remedy the situation has failed.

15.2.1 OneMoneyWay's liability for damages

OneMoneyWay is liable to the customer in accordance with the general rules of UK law. It should be noted, however, that OneMoneyWay cannot be held liable for indirect losses, including loss of profit, production stoppage, operating losses, and losses resulting from



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breach or termination of an agreement between the customer and a third party. Loss of data is considered an indirect loss.

OneMoneyWay cannot be held liable for the customer's losses due to a non-functional payment terminal, which prevents the customer from demanding payment from their own customers. Thus, OneMoneyWay does not accept liability for any losses that the customer may suffer due to the terminal's interruption or failure.

No compensation will be paid for the period during which the payment terminal cannot be used due to errors that have occurred.

OneMoneyWay cannot be held liable for claims relating to the acquiring of payment cards, as this service is provided by the acquiring bank and OneMoneyWay is therefore acting as a third party.

15.2.2 OneMoneyWays Limitation of Liability

OneMoneyWay's total liability in the event of OneMoneyWay's breach of an agreement is limited to the amount corresponding to the possible purchase price of the hardware and the amount invoiced by OneMoneyWay for services in connection with the terminal in question during the last 3 months. This limitation of liability also applies to OneMoneyWay's product liability, if any.

15.2.3 Force majeure

If unexpected and extraordinary circumstances arise which are beyond the control of the parties and which the parties could not or should not have foreseen when signing the agreement (including strikes, lockouts and pandemics) and which could not have been avoided or overcome, this will result in the suspension of the rights and obligations in the agreement for both parties for the period during which the relationship is affected. Both parties are obliged to use their best efforts to overcome such obstacles in order to minimize the loss.

16. TRANSFER OF THE CONTRACTUAL RELATIONSHIP TO A THIRD PARTY

OneMoneyWay reserves the right to assign all or part of its rights and obligations to third parties at any time, provided that such third party confirms its willingness to assume the obligations in accordance with the applicable General Terms and Conditions. The Customer may only assign its rights and obligations to third parties with the prior written consent of OneMoneyWay.

17. SUPPORT & OTHER COMMUNICATION

17.1. Telephone and email support



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Support can be contacted at support@onemoneyway.com or on the main number listed on the website www.onemoneyway.com

17.2. contracting & correspondence

The customer agrees that the conclusion of the agreement and all communication between the customer and OneMoneyWay takes place via e-mail or other forms of electronic communication. This is binding on the customer in the same way as if it had been sent by paper mail.

17.3. Customer contact details

It is the customer's responsibility to ensure that OneMoneyWay always has written information about which e-mail address OneMoneyWay should use in connection with the contractual relationship. OneMoneyWay cannot be held liable for any losses resulting from the customer's e-mail address being inactive, not working, or if the customer has not informed OneMoneyWay of the correct e-mail address.

18. CUSTOMER RELOCATION & CHANGE OF RELEVANT INFORMATION.

Within a period of 30 business days, the customer must inform OneMoneyWay in writing if the customer's business moves to a different address or if there are changes to other information relevant to the contractual relationship with OneMoneyWay.

Some changes may incur costs for OneMoneyWay and therefore the customer will be invoiced in accordance with the prices applicable at that time.

19 .CONFIDENTIALITY AND PERSONAL DATA

19.1 Confidentiality between OneMoneyWay and the Customer

Both OneMoneyWay and the customer are obliged to maintain the confidentiality of any information that is not publicly available and that they may become aware of about the other party or its circumstances.

However, this does not apply when the parties are required by applicable law and regulation to disclose the confidential information. OneMoneyWay is also entitled to disclose the confidential information in connection with a possible assignment of the agreement in accordance with applicable law.



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19.2 Personal data

In connection with the agreement between OneMoneyWay and the customer, where personal data is processed on behalf of the customer, OneMoneyWay and OneMoneyWay's subcontractors act solely in accordance with the customer's instructions. OneMoneyWay implements necessary technical and organizational security measures to ensure compliance with OneMoneyWay's obligations under applicable law.

The customer has the right at any time to be informed which customer data OneMoneyWay stores and has the right to object to this information and demand deletion of data. An updated privacy policy can be found at any time at

<https://www.iubenda.com/privacy-policy/95230831/full-legal>

20. RIGHT OF WITHDRAWAL

As a trader, the customer has no right of withdrawal from a written agreement

21. ANY DISPUTES THAT MAY ARISE

Any dispute between OneMoneyWay and the Customer arising out of the applicable General Terms and Conditions and other agreements between the Customer and OneMoneyWay shall be governed by the laws of England and Wales.

Any disputes shall be brought in OneMoneyWay's home court.

22 .LAW

OneMoneyWay complies with the laws and regulations applicable at any given time to its business.

OneMoneyWay does not assume responsibility for the legality of the customer's use of OneMoneyWay's services, products and hardware. It is the customer's sole responsibility to comply with applicable laws and regulations, including any requirements that the acquirer may require the acquirer to fulfill, towards its own customers and third parties.

23. COMPLAINTS

Any complaints regarding defects and deficiencies must be made in writing and within a period of 8 working days at the latest. Failure to comply with this deadline will result in the customer no longer being able to claim the defects or deficiencies.