

Merchant terms and conditions

These Merchant terms and conditions ("**Terms of Service**") are applicable to you in addition to the [General Terms and Conditions](#) where you are a Merchant and wish to use our service and your Genome Wallet for payment collection purposes.

Please read these Terms of Service carefully and check [Genome Fees and Charges](#) for Merchants, as well as the [Data Processing Agreement](#), before clicking the **"I agree with Merchant terms and conditions"** button.

By putting a checkmark and agreeing to these Terms of Service, you agree to enter into an Agreement with us regarding payment collection service; also, you acknowledge that you have carefully read, fully understood, accept, and agree to all of the provisions contained in these Terms of Service, [Genome Fees and Charges](#), and [Data Processing Agreement](#), as amended from time to time.

If you do not agree to these Terms of Service or do not accept [Genome Fees and Charges](#) applicable to merchants and the [Data Processing Agreement](#), you shall not click the **"I agree with Merchant terms and conditions"** button and must refrain from any formal correspondence and/or procedures requesting payment collection service.

1. Definitions and interpretation

The capitalized terms used in these Terms of Service shall have the following definitions:

1. "Agreement" means these Terms of Service in their entirety, including [Genome Fees and Charges](#) and any other annexes, schedules, and amendments thereto in

whatever form, material provided while applying for service, whether substantial or otherwise.

Genome Fees and Charges are placed on the [Site](#), to Our satisfaction, of the due diligence procedures of You as a;

2. "Business Day" means a day when banks are normally open for business in Lithuania, and excludes Saturdays, Sundays, national and public holidays in Lithuania;

3. "Card" means any credit or debit card issued by a member of Card Schemes and bearing the respective marks of the issuing association or organization;

4. "Card Issuer" means an issuer of a Card that has a contractual relationship with the Cardholder and is a member of Card Schemes;

5. "Card Schemes" means payment networks (such as VISA, MasterCard, or any other network, including national or local systems) linked to payment cards, such as debit or credit cards, of which a bank or any other eligible financial institution can become a member;

6. "Card Scheme Rules" means any rules, regulations, policies, interpretations, guides, procedures, instructions, and other requirements (whether contractual or otherwise) imposed or adopted by any Card Scheme from time to time.

Accepting these Terms of Service, You confirm that You are familiar with the Card Scheme Rules which marks You wish to accept as a payment instrument and abide yourself to be in compliance with such Rules;

7. "Partners Rules" means any rules, regulations, policies, interpretations, guides, procedures, instructions and other requirements (whether contractual or otherwise) imposed or adopted by any our Partners (ex. acquiring partners, payment networks, payment service providers or other third-party partners) from time to time, insofar as such rules apply to the payment instruments or services offered by Us to You.

By accepting these Terms of Service, You agree to comply with the applicable Partner Rules.

8. "Cardholder" means a person to whom a Card is issued and whose name is embossed or imprinted on the face of the Card, and any authorised user of the Card, who purchases goods or services from Merchant settling by Card on the Merchant's Website where the Service is integrated;

9. "Cardholder Data" means personally identifying information submitted by Cardholder, which information includes Card number, Card expiry date, CVV2 / CVC2 code, Cardholder name, address, phone number, e-mail, IP address, and other Cardholder data which may be necessary for the successful Transaction execution;

10. "Chargeback" means any disputable Transaction or any Customer charge which the Customer or Customer's Card Issuer identifies as being invalid or non-collectable after initial acceptance, on account of fraud, lost, canceled, unissued, or invalid account identification, an unresolved Customer complaint, or other cause. You accept that We may apply Chargeback fees, as detailed in [Genome Fees and Charges](#). You acknowledge that additional chargeback fees and dispute fees may be charged by Card Schemes.

If a Chargeback has been lawfully made, any further claims and any objections by You against Us shall be excluded. You may turn directly to the Customer in order to assert Your payment claim arising out of the underlying Transaction which You concluded with the Customer;

11. "Confidential Information" means any non-public or proprietary information or material disclosed by one Party (a "Disclosing Party") to the other Party (a "Receiving Party") orally or in writing from the Effective Date of this Agreement, including, without limitation

a) Information concerning either Party's internal business, employees, policies,

and/or actual or potential customers;

b) Information which derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means, by other persons who can obtain economic value from its disclosure or use;

c) Information identified in writing by the disclosing party as confidential;

d) Technical information and other materials that We supply to You to effect Transactions through Our System, trade secrets, works of authorship, Trademarks, inventions, know-how, techniques, design, software programs, software code, and software source documents;

e) Marketing information, information regarding research, development, new service offerings, products, services, marketing, and selling plans;

f) Financial information, including financial conditions applicable to You hereunder, business plans, budgets, and unpublished financial statements;

g) Commercial information, forecasts, assumptions, proposals, requests for proposals, specifications, drawings, licensing and distribution arrangements, prices and costs, suppliers and customers;

h) Personal Data of Your Customers, including Cardholder and Transaction Data;

12. "Customer" means any person who purchases goods or services from Merchant on its Website where the Service is integrated, including Cardholder;

13. "Data Protection Requirements" means all applicable laws, regulations, and binding guidelines governing the collection, use, storage, disclosure, and protection of personal data, including but not limited to Regulation (EU) 2016/679 (General Data Protection Regulation or "GDPR"), as well as any other data protection and privacy laws applicable to the Parties or to the processing of personal data under this Agreement, in any jurisdiction;

14. "Effective Date" means the date of Your acceptance of these Terms of Service inside Our System;

15. "Financial Liabilities" means fines, penalties, forfeits, chargebacks, chargeback disputing expenses, expenses, costs, fees (including litigation costs

and attorney's fees), charges, losses, damages, claims, demands, actions, suits, investigations, legal proceedings, and any other actual and reasonably anticipated financial liabilities of whatever nature;

16. "General T&Cs" means General Terms and Conditions placed on the [Site](#);

17. "Genome Merchant Dashboard" means the dashboard dedicated to payment collection service inside Our System wherefrom Merchant can manage the Service, i.e. to request creation of Merchant Account, to add Website URL (in each case subject to Our first approval), to pause or stop traffic, to review Merchant news feed, to make settings, to create reports, to make Refunds, to check balance and other financial information of the Merchant Account (e.g. level of Rolling Reserve, Chargeback and Refund fees, duration of hold periods etc.);

18. "MCC" or "Merchant category code" means a four-digit number that defines the business of the Merchant;

19. "Merchant" means any sole proprietor, corporation, partnership, limited liability company, trust, association, or other entity engaged in the sale of goods or services in the ordinary course of business, who accepted Our General T&Cs and these Merchant Terms and is a holder of a business Genome Wallet with Us;

20. "Merchant Account" means an electronic record inside Our System that allows identifying You among other Merchants and contains information on the Transactions performed by Your Customers on the Website approved by Us. Your rights in connection with the Merchant Account are limited exclusively to making Refunds and reviewing the balance and other financial information of Your Merchant Account inside Our System (e.g., level of Rolling Reserve, Chargeback and Refund fees, duration of hold periods, etc.).

We may apply periodic service charges for the maintenance of Your Merchant Account, as detailed in [Genome Fees and Charges](#).

21. "Application" means a request for the creation of a Merchant Account and provision of Service, which contains the Merchant Website URL, as well as other

conditions of the Service that need to be filled out and submitted to Us inside Our System. Once the Application is approved by Us, it shall be considered as an integral part of this Agreement;

22. “Partner” means any bank, financial institution, alternative payment provider, or information technology provider that has a contractual relationship with Us, which enables Merchant to accept payments for the goods or services that it sells. The List of Partners participating in our payment collection service can be found [here](#).

The list of Our alternative payment providers can be found in [Genome Fees and Charges](#) in the Section of Alternative Payment Methods.

We may extend the list of Our partnership capabilities from time to time. Such changes will not necessarily require appropriate changes to these Terms of Service if such a change will not implicate other changes to the terms.

You agree that We are entitled to choose a Partner for Our cooperation with You in Our sole discretion and without Your consent or approval. We will be the main contact of Yours before Our Partners. If You have any issues, questions, or complaints related to the Service, You should contact Us in the first place. You accept, however, that in certain cases, where necessary, Our Partner is entitled to approach You directly;

23. “Party” or “Parties” means (i) Genome; (ii) Merchant; or (iii) Genome and Merchant, as the context permits;

24. “Personal Data” means any information relating to an identified or identifiable natural person, including identifiers such as a name, an identification number, location data, an online identifier, as well as physical, physiological, genetic, mental, economic, cultural, or social identity factors of that natural person;

25. “PCI DSS” means Payment Card Industry Data Security Standards, as released from time to time by the Security Standards Council. All entities involved

in payment card processing, as well as entities that store, process, or transmit cardholder information, shall be in compliance with PCI DSS;

26. "Privacy Notice" means Genome Privacy Notice, which is placed on the Site;

27. "Data Processing Agreement (DPA)" – means the agreement between Us and You, as a Merchant, governing the processing of personal data in connection with these Terms. The Data Processing Agreement is an integral part of this Agreement.

28. "Merchants Customers Privacy Notice" – means the privacy notice applicable to Your Customers in connection with these Terms and DPA.

29. "Refund" means a claim against Merchant to return funds of an earlier Transaction to the Customer for the goods or services purchased from the Merchant on its Website. Refund amount can not exceed the amount of the relevant earlier Transaction. Refunds can be made with respect to returned goods, cancelled services, or in case of price adjustment of the earlier purchase. Refund will be in the same currency used when the returned goods or canceled services were purchased. You accept that We may apply Refund fees, as detailed in [Genome Fees and Charges](#). You acknowledge that additional Refund fees may be charged by Card Schemes.

If a Refund has been made lawfully and/or contractually according to this Agreement, any further claims and any objections by You against Us shall be excluded. You may turn directly to the Customer in order to assert Your payment claim arising out of the underlying Transaction which You concluded with the Customer;

30. "Rolling Reserve" means funds reserved by Us which secure existing, future, or conditional financial requirements against Merchant arising from disputable Transactions, Chargebacks, Refunds, and any other Financial Liabilities applicable to Merchant;

31. "Service" means payment collection service, including payment facilitation services (i.e. submission, on Your behalf, to Our Partner records of valid Transactions that You submitted to Us through the technical solution of Our System), risk management and fraud screening services for the Transactions processed through Our System, Merchant support, currency conversion, collection of payments from the Transactions processed through Our System to Merchant's Genome Wallet with Us, as well as any other ancillary services which may be provided on Merchant's request. The provision of Service is subject to the terms and conditions of this Agreement. The Service can be accessed and managed via the Genome Merchant Portal inside Our System;

32. "Settlement Funds" means the amount of funds collected by Genome from the Transactions performed by Customers for the goods or services that Merchant sells to be paid out to its Genome Wallet with Us.

The amount of Settlement Funds will be decreased on (i) the amount of Transaction fees and other related fees, charges and other Financial Liabilities applicable to You under this Agreement, and (ii) the amount of Rolling Reserve that will be held by Us or other securities that may be established by Us from time to time, as detailed in Clause 7.6 below. For the avoidance of doubt, the Settlement Funds will be deducted from the balance of Your Merchant Account;

33. "Trademark" means all and any trademark, service mark, trade name, brand name, internet domain name, design, logo, corporate name or trade dress right and similar or related right (including, in each case, the goodwill associated therewith), whether registered or unregistered, and all registrations and applications for registration and renewal thereof, arising under any of the laws of any country or jurisdiction, whether now existing or hereafter adopted or acquired;

34. "Transaction" means an act initiated by Customer or on his behalf or by Merchant of placing, transferring, or withdrawing funds to or from Merchant Account;

35. "Transaction Data" means all data that is required to initiate, authorize, clear, and settle a Transaction;

36. "User" means any user of the Merchant's Website;

37. "Website" means a website address (URL) provided to Us in the Application during due diligence procedures where Merchant offers goods or services to its Customers and wishes to integrate the Service to. Merchant shall be responsible for the content of its Website. Each Website where the Merchant wishes to integrate the Service requires Our separate prior approval;

38. "You" or "Your" refers to Merchant.

a) The rest of the capitalized terms used in these Terms of Service shall have the meanings assigned to them in the [General T&Cs](#).

b) In interpreting these Terms of Service:

c) All article, clause, schedule, and paragraph headings in these Terms of Service are solely for convenience and shall not affect their interpretation;

d) The schedules referred to throughout these Terms of Service are attached to and incorporated into this Agreement and, unless the context clearly indicates otherwise, any reference to these Terms of Service shall (i) include the schedules and any other documents incorporated herein by reference and (ii) mean this Agreement as amended from time to time in accordance with its terms;

e) Unless the context clearly indicates otherwise, words denoting one gender include all genders, words denoting individuals or persons include entities and vice versa, words used in the single include the plural and vice versa, and the words "including", "included", "in particular" and of any similar expression shall be construed as being by way of illustration only and not as limiting the generality of any words preceding them;

f) References to a person shall include references to that person's legal representatives, successors, and permitted assigns;

g) References to any statute, statutory, statutory provision, subordinate legislation under the relevant statute, or European Union (EU) Directive or regulation shall include any statute, statutory, statutory provision, subordinate legislation, or EU Directive or regulation which amends or replaces it, or has amended or replaced it;

h) If there is a conflict or inconsistency between these Terms of Service and the Card Scheme Rules or Partners Rules, the provisions of the Card Scheme Rules shall prevail to the extent of such conflict or inconsistency.

2. Binding effect

1. These Terms of Service regulate relationship between Genome and You related to the use of Your Genome Wallet for payment collection purposes and set forth conditions regulating rights, obligations and liabilities of the Parties related to the Merchant Account inside Our System and Transactions.

2. These Terms of Service shall constitute a binding legal agreement between Genome and You which enters into force on the Effective Date and remains in force until it is terminated as per the terms and conditions stipulated herein.

3. You are bound by the provisions of these Terms of Service and agree to comply with the obligations and liabilities laid on You under these Terms of Service, including [Genome Fees and Charges](#).

4. This Agreement shall inure to the benefit of and shall be enforceable by the Parties and, where the context so permits, their respective successors and permitted assigns.

5. These Terms of Service are placed on the [Site](#). You have the right to receive a copy of these Terms of Service, as well as any of their updated or amended versions by e-mail upon request.

6. We reserve the right to request from You a signed version of these Terms of Service (either by digital signature or by hand). Any expenses for the document delivery shall be covered by You.

7. These Terms of Service are applicable to You in addition to the General T&Cs and shall be read and interpreted together with the General T&Cs.

3. Service

1. You can request the Service inside Our System following the relevant on-screen instructions of Your Genome Merchant Dashboard. You will be able to use the Service only after We complete, to Our satisfaction, certain due diligence procedures to verify that You are a bona fide business, as such procedures may be changed by Us from time to time in Our sole discretion.

2. Requesting the Service, You will need to fill out and submit to Us an Application of a special form contained inside Our System, as supplied by Us, and to go through other Merchants' due diligence procedures.

3. You accept that We reserve the right to request from You, in Our sole discretion, documents and information that may be required in order to carry out Our due diligence procedures of You as a Merchant

a) We retain records concerning the due diligence and any investigation of a prospective Merchant and may provide such records to Our Partners while onboarding or afterwards, immediately upon their request.

b) You undertake to assist Us in the course of the due diligence procedures as required and supply Us with the hard copies of the original documents or their certified copies upon request (with English or other acceptable and mutually agreed language translation, where applicable).

c) Our due diligence procedures will also apply to Your Website. It is Your responsibility to ensure that Your Website clearly displays and describes on a

continuous basis the following information:

- c.i.** Information on You as a Merchant, including Your name, country location, mailing address, phone number or e-mail address, trade register and registration number, VAT identification number (where applicable), contact details of customer service for customer queries;
- c.ii.** You must ensure that the Customer understands that You are responsible for the Transaction, including delivery of goods (whether physical or digital) or provision of services that are subject to the Transaction, and for customer service and dispute resolution.
- c.iii.** Information on the goods or services that You offer to Customers, including their complete description;
- c.iv.** If You accept recurring Transactions, You must clearly communicate to the Customer the terms and conditions related to recurring Transactions separately from any other terms and explain to the Customer how to stop receiving goods or services, delivering goods or services, and charging the Customer when the Customer cancels the goods or services.
- c.v.** You must not deliver the goods or provide the services according to a recurring Transaction arrangement after receiving notification of its cancellation by the Customer or Card Issuer.
- c. vi.** Payment information, including acceptance marks, price information, Transaction currency, details of the timing of billing and Transactions fulfillment, a function for Customers to confirm the purchase before the completion of the sale, and a description of the security capabilities;
- c.vii.** Marks/logos / other distinctive signs, which advertise the possibility of paying by Cards and/or other payment methods, shall be clearly visible on Your Website.
- c.viii.** Where applicable, information on the legal restrictions (e.g., age);
- c.ix.** Policies and procedures, including terms and conditions/terms of service/terms of use, privacy policy, delivery policy, including delivery timeframes, dispute resolution procedure, return, refund, and cancellation policies, - subject to Customers' clear acceptance, e.g., by clicking "I accept" or "I agree" button or checkbox;

c.x. Other information that depends on the goods or services that You sell and is required by the Card Scheme, or the Partners' Rules, or the applicable laws and regulations.

4. Your Website shall be available in at least one language of the European Union (e.g., English).

5. You accept that for the Service provision to You, We may require any changes to Your Website or otherwise that We deem necessary or appropriate to ensure that You remain in compliance with the Card Scheme Rules or Partners Rules, including but not limited to those governing the use of the Card Scheme or Partners marks, as well as other standards or applicable laws and regulations.

6. We will review the Application and the documents submitted by You applying for payment collection services, evaluate the risk level of Your business, and assign the Merchant Category Code (MCC) in retail financial services according to ISO 18245.

7. You accept that [Genome Fees and Charges](#) applicable to Merchants depend on the risk level of Merchant's business and agree that We shall have the right to assign Your business risk level upon review of Application and other documents and information provided to Us or obtained by Us through Our sources in the course of the due diligence procedures as well as to change Your business risk level later, evaluating your activities and accordingly apply [Genome Fees and Charges](#) to Merchants depending on reevaluation.

8. Based on the results of Our due diligence procedures, We will approve or reject Your request for the Service. You accept that approval of Your request is in Our sole discretion. We reserve the right to reject Your request without indicating the reason for rejection.

9. You acknowledge and agree that Card Schemes, as well as Our Partner, may restrict Us from entering into the Agreement or continuing to provide Service based on Your business type or other criteria as the Card Schemes or Our Partner

deem appropriate. In such a case, We will reject Your request for the Service or terminate the Service.

10. If Your request for the Service is approved by Us, We will give You instructions for technical integration of the Service and supply with all other materials necessary to effect Transactions through Our System. You undertake to follow Our instructions and accept that incorrect integration may affect the use of the Service. Once the integration process is completed, the Service will be available to You, and We will activate Your Merchant Account.

11. From time to time, We may request You to change settings for technical integration. In such a case, We will provide You with the updated instructions. To continue to use the Service, You will need to implement the requested changes. Any such changes on Your side shall be covered at Your cost.

12. You can use the Service only on the Website that has been approved by Us.

13. If You wish to add a Website where You can use the Service, You will need to create a separate Merchant Account inside Our System following the relevant instructions of Your Genome Merchant Dashboard.

14. You undertake, on an ongoing basis, to promptly notify Us of any changes which may occur from time to time regarding any information or documents that You provided or submitted to Us, including the information indicated by You in the Application and/or provided in the course of the due diligence procedures of You as a Merchant, as well as information related to Your business, activity area, product range, financial standing, legal status, corporate structure, beneficiary ownership, any consents given to us or our Partners in course of using Service and ability to meet Your obligations hereunder.

15. If You are engaged in the business activity which in accordance with the applicable laws or regulations requires appropriate authority or other approval, You shall notify Us immediately if such authority or approval is expired, outdated, canceled, revoked, changed, or becomes invalid due to any other reasons, also in

case you have been sanctioned by a regulator in any jurisdiction, or if any actual or potential breach of applicable law has occurred.

16. We reserve the right to request from You from time to time additional or updated information and documents regarding Your legal status, business, operations, Representatives and any other information or documents which may be necessary in order to check whether We should continue to accept You as Our Merchant and for the purposes of satisfying Our ongoing legal and contractual obligations with respect to the Merchant due diligence. Your failure to supply Us with the requested information or documents in a timely manner entitles Us to suspend the Service, close Your Merchant Account, and terminate this Agreement with immediate effect.

17. All documents and information provided by You in connection with this Agreement, including without limitation those indicated in and submitted to Us in the Application and/or for the due diligence purposes, shall be true, accurate, complete and up to date and no information, document or statement provided or made available to Us are untrue, false, incorrect, incomplete or misleading.

18. You agree to defend, indemnify and hold Us harmless from and against any and all (including those imposed by Partners, Card schemes or other correspondent banks) losses, damages, expenses, charges, costs, fees (including litigation costs and attorney's fees), fines, penalties, forfeits, claims, demands, actions, suits, investigations, legal proceedings, and other liabilities applied to or imposed on Us in connection with Your failure to provide Us with the true, accurate, complete and up to date information or documents hereunder.

19. We will report You as Our Merchant and Transaction Data routed by You to Our Partner and/or Card Schemes (when required and depending on the payment methods applied). You accept that We are required to maintain, on an ongoing basis, information on all of Our Merchants and will supply Our Partner and/or Card Schemes with this information upon request.

20. You acknowledge and agree that We shall have the right to sub-contract any of the obligations under this Agreement without Your prior consent and may engage, in Our sole discretion, third-party providers to assist in the Service provision to You, and that We shall have the right to transfer to Our third-party providers all data that You provide, or cause to be available to Us in connection with this Agreement, provided, however, that such third-party providers are bound by confidentiality obligations and abide themselves to Data Protection Requirements. You may obtain information about Our partnership with third-party providers and contact data upon request to Us.

4. Genome service fees

1. The Service is provided in consideration of [Genome Fees and Charges](#) applicable to Merchants, which are placed on the Site [Genome Fees and Charges](#) specify Transaction fees and other related fees and charges to be paid by a Merchant in connection with the Service, as well as other financial conditions.

By accepting these Terms of Service, You also accept and agree to [Genome Fees and Charges](#) applicable to Merchants, which are an integral part of this Agreement.

You accept that, based on Our risk management assessment, We may adjust Genome Fees and Charges and other financial conditions applicable to You upon prior notification.

2. You are responsible for payment of Our fees and charges applicable to You, including, without limitation, Transaction fees, Chargeback and Refund fees (if any), and other related fees and charges. The respective amounts are payable on demand and will be automatically deducted from the amount of the Transaction at the time of the Transaction execution, or from the balance of Your Business Account or Merchant Account, depending on the nature of the fees and charges

applicable to You and payment methods used by You. You give Your irrevocable consent to make such deductions. You accept that Transaction fees are calculated per attempt for all Transaction types, as detailed in [Genome Fees and Charges](#).

3. If any of the fees or charges applicable to You under this Agreement have not been deducted at the time of the Transaction execution or from the balance of Your Merchant Account, including without limitation the case when the balance of Your Merchant Account is insufficient, We reserve the right to cover such fees and charges in the following order:

- a)** From the available Rolling Reserve or other securities that may be established by Us from time to time, and/or
- b)** From any other Merchant Account You have with Us, and/or
- c)** From Your Genome Wallet (any of its subaccounts inside Our System), and/or
- d)** By issuing an invoice to You for the amount owed to Us, which shall be paid by You within three (3) business days in accordance with the invoice instructions.

4. Your failure to pay any of Your payment obligations under this Agreement on or by the due date shall entitle Us to exercise remedies, including, without limitation, the right to assess interest at the maximum rate applicable under the law. We also reserve the right to apply a 10 % late-payment fee in case an invoice issued to You under this Agreement is over thirty (30) days past due. All bank transfer fees and charges related to the payment of Our invoices shall be borne by You.

5. All fees payable to Us under this Agreement are exclusive of Value Added Tax (VAT) and any additional or other taxes, charges, or duties which may be imposed in connection with any and all payments made or due hereunder and shall, if applicable, be borne by You. In case VAT or any other sales tax is or becomes chargeable (retroactively or going forward) in accordance with the applicable laws or regulations, We will add such amount to the fees accordingly.

6. All Your payment obligations under this Agreement, including Our fees and charges applied for or in connection with the Service, are non-cancellable and non-refundable unless otherwise explicitly agreed.

7. We reserve the right to change financial conditions applicable to You as well as to increase fees and charges under this Agreement, effective immediately upon a written notice to You (by e-mail and/or inside Our System) due to:

- a)** Any changes introduced by Card Schemes or Our Partner;
- b)** Changes in the Service which are made at Your request (always subject to Our first approval);
- c)** Your failure to fulfill obligations hereunder;
- d)** In other cases specified in these Terms of Service.
- e)** Your risk level has been reassessed to another level.

We shall also have the right, in Our sole discretion, to change financial conditions applicable to You as well as to increase fees and charges under this Agreement for any other reason at any time upon thirty (30) days' written notice to You (by e-mail and/or inside Our System).

If You disagree with the updated or amended financial conditions provided to You, You shall notify Us immediately. Otherwise, You will be deemed to have agreed and accepted the proposed changes and be bound by the updated or amended financial conditions. Your disagreement with the proposed changes will lead to the closure of Your Merchant Account and termination of this Agreement with immediate effect. You will be able to create Transaction reports, as well as statements with all fees and charges applied to You inside Our System.

8. You shall remain at all times fully and solely responsible for the assessment and payment of all taxes, duties, and other relevant charges incidental to and arising from any sale of goods or services by You. It is Your responsibility to determine which, if any, taxes apply to the payments received, and to report and remit correct taxes to the appropriate tax authority.

9. We shall not be obligated to determine whether taxes, duties, and other relevant charges apply, and are not responsible for the assessment, collecting, reporting,

remitting, or payment of any taxes, duties, and other relevant charges incidental to and arising from any sale of goods or services by You.

5. Representations and warranties

1. Each Party warrants to the other Party that at the Effective Date of this Agreement, it has full power, right, and lawful authority and capabilities to execute and deliver this Agreement and to perform its obligations under this Agreement, and the performance of its obligations shall not violate any applicable laws and regulations.
2. The respective Party is duly organized, validly existing, and in good standing under the laws of its domicile, and has the legal capacity and corporate authority to own its property and carry on its business as now conducted and is not in breach of its by-laws.
3. Except as expressly stated in this Agreement, no representation, inducement, or warranty was, prior to the execution of this Agreement, given or made by one of the Parties hereto with the intent of inducing the other Party to enter into this Agreement, and any representations, inducements, or warranties that may have been so given are hereby denied and negated.
4. We use commercially reasonable efforts to enable access to the Service. We also use commercially reasonable efforts to ensure that downtime relating to the Service will not materially impact normal business operations.
5. The Service, however, is provided on an “as is,” “as available” basis without any representations or warranties. We do not represent or warrant that the Service will be available, accessible, uninterrupted, timely, secure, accurate, complete, or entirely error-free all the time.
6. You may not rely on any representation or warranty regarding the Service by any third party in contravention of the foregoing statements.

7. We specifically disclaim all representations, warranties and conditions whether express or implied, arising by statute, operation of law, usage of trade, course of dealing, or otherwise, including but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, non-infringement with respect to the Service, except where implied or statutory warranties cannot be disclaimed by the applicable laws or regulations.

8. You warrant that You are in all material respects in compliance with and have at all times been, to such extent, in compliance with, and are not in material default or violation in any respect of any applicable law or regulation, including any regulation, permit, or ordinance affecting Your business operation.

9. You acknowledge that there is no action, suit, or proceeding at law or in equity now pending or, to the best of Your knowledge, threatened by or against or affecting You which would impair Your right to carry on Your business as now conducted or affect Your financial conditions or operations or Your ability to perform the obligations required under this Agreement.

a) Where You are a legal person, You hereby confirm that the person who acts on Your behalf (Your Representative) is duly authorised and empowered to do so for the purposes of this Agreement and the Service provision. You undertake to provide Us on demand with the documents confirming the powers of the relevant person to enter into this Agreement and abide You by the provisions of this Agreement. It is Your responsibility to ensure that third-party persons will have NO access to Our System through Your Genome Wallet or Genome Wallet of Your Representatives and will not use Your Genome Wallet in connection with this Agreement.

b) You warrant that Your Website, as well as goods and services that You offer, sell, or provide, comply and will be in compliance during the term of this Agreement with all applicable laws and regulations, and also that You have all ownership or other legal rights to sell the goods or services offered by You to the Customers on the Website.

c) You acknowledge and agree that We operate solely as a payment intermediary and that We:

c.i. Under no circumstances operate as a seller, buyer, dealer, middleman, retailer, auctioneer, supplier, distributor, manufacturer, broker, agent, or merchant of the goods and services that You offer, sell, or provide;

c.ii. Make no representations or warranties and do not ensure the quality, safety, or legality of the goods and services that You offer, sell, or provide;

c.iii. Shall not be liable for the goods or services that You offer, sell, or provide, as well as for the consequences arising out of the sale of goods or services;

c.iv. Do not guarantee that any Transaction initiated by Customer will be completed (successful) and shall not be liable for the debts of Customers before You;

c.v. Do not bear the risk with respect to the sale of the goods or services, including, without limitation, any risk associated with the Card fraud or Chargeback; and

c.vi. Treat all actions and omissions of Your Representatives as duly authorised by You. For the purposes of this Agreement, You shall be responsible for the actions and omissions of Your employees, agents, and Representatives in connection with the Service.

10. You acknowledge and agree that You have made Your own evaluation in deciding to use the Service. Without limiting the foregoing, We shall not be responsible for the results that may be obtained from the use of the Service.

11. You acknowledge that You have read and understood Clause 12 of these Terms of Service (Limitation of Liability), which sets forth Our maximum liability in the event of loss or damage to You.

12. You acknowledge and agree that Deposit Guarantee Schemes (DGS) do not

apply to the funds that appear on the balance of Your Merchant Account, as well as to the funds credited to Your Genome Wallet in accordance with this Agreement or held on Your Genome Wallet.

13. You accept the electronic nature of the Service to be supplied hereunder and the inherent risk that communications by electronic means may not reach their intended destination or may do so later than intended for reasons outside Our control.

14. You represent and warrant that You will use Your best efforts to reach and maintain the estimated volume of Transactions per month provided to Us. You agree that Your failure to reach the estimated volume of Transactions provided to Us may lead to changes in the financial terms and conditions applicable to You.

15. You acknowledge and agree that Card Schemes or Partners are the sole and exclusive owners of their respective marks. You undertake not to contest the ownership of the Card Scheme or Partners' marks for any reason. You accept that Card Schemes or Partners may at any time, immediately and without advance notice, prohibit You from using any of the Card Schemes or Partners' marks for any reason, and demand termination of this Agreement. You accept that We monitor, on an ongoing basis, the activity and use of the Card Scheme or Partners marks by You for the purposes of deterring fraudulent and other wrongful activity and to ensure Your ongoing compliance with the Card Scheme Rules or Partners Rules.

16. You accept that We or Our Partners and Card Schemes reserve the right to update their rules and stop accepting payments for the goods or services that You sell, if the type of Your activities contradicts our or their rules and/or cause damages, including damages to our or their business reputation.

17. You accept that as an exception, upon respective request from Our Partner or Card Scheme, including without limitation the case when Your Transaction volume

reaches the imposed levels, You may be required to enter into a separate direct agreement with Our Partner and/or provide additional information or documents.

18. You accept that we may, from time to time, at our expense, monitor and audit your use of the Services to ensure your compliance with the Agreement.

6. Merchant rights and obligations

1. You agree and commit:

- a)** Not to use Genome Wallet or the Service for any illegal purposes or prohibited activities listed in the [General T&Cs](#) and included into the [List of Prohibited Activities](#), as amended and updated by Us from time to time. You acknowledge and agree that it is Your responsibility to review and comply with the most recent version of such List;
- b)** Not to engage in misleading or deceptive conduct nor to use any services itself or permit others to use the services for any improper, immoral, fraudulent, deceptive activity or unlawful purposes, including, without limitation, for money laundering, terrorist financing, or sanctions evasion;
- c)** Not knowingly to submit to Us Transactions that are illegal or fraudulent or that You should have known were illegal or fraudulent;
- d)** Not to act recklessly or negligently, permit or allow others to act in a way that Our business, the business of Our Partners, or Card Schemes, the operation of the Service, or Our System will be jeopardized or impaired;
- e)** Not to use the Service in any manner, or in furtherance of any activity that may cause Us to be subject to investigation, prosecution, or legal action;
- f)** Not to attempt to gain unauthorized access to the Service;
- g)** Not to alter, copy, modify, or tamper with any software provided by Us for integration purposes with Our System;
- h)** Not to access, store, distribute, transmit or input any material into the Services that: (i) may enter in Our or our Partners Systems malicious software, including without limitation viruses, worms, and trojans, that can attack, bots or disable or

otherwise damage our or our Partners or other persons Systems, computing devices, software or data and/or lead to data compromise or otherwise causes damage or injury to any person or property; (ii) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (iii) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or is otherwise illegal or facilitates illegal activity; (iv) infringes the third party intellectual property rights or privacy rights; or (v) otherwise infringes our policies, our Partners Rules, Card Scheme Rules or poses a material risk of reputational damage to us or our Partners;

i) Not to disclose or publish performance benchmark results or test results to non-affiliated third parties with respect to the Service without Our prior written consent in each instance;

j) Not to use any Website in a way which might jeopardize the integrity, confidentiality, or security of Our System, our Partners' systems, and any computer system, servers, or network;

k) Not to refuse Transactions of Customers who wish to execute payment with a Card;

l) Not to favor any particular Card when accepting a Transaction for which payment is to be effected through the System;

m) Not to apply any additional fees to Customers that pay You with a Card in comparison with other payment methods available on Your Website, also not to set additional limitations which might discriminate against Customers when settling this way;

n) Unless otherwise permitted by the Card Scheme Rules or applicable laws and regulations, the Card Scheme Rules or applicable laws and regulations do not apply to the Customer (directly or indirectly), a surcharge, or any part of Your discount or any contemporaneous finance charge in connection with a Transaction.

o) If any surcharge is permitted, it shall be clearly communicated to the Customer. The Customer shall agree to it prior to the Transaction initiation;

p) Not to set a minimum Transaction amount in order to accept a Card;

q) Not to split Card Transaction into separate pieces, which in the case of a cash

transaction would have been settled in one amount;

r) Not to do anything or allow anything to be done which is likely to harm Our reputation or the reputation of the Card Schemes and/or Our Partners, as well as the system or brand of any of the above;

s) Not to provide content through Your Website that violates any applicable laws, regulations, Card Scheme Rules, Our Partners Rules, or other standards, including web pages with content related to the activities from Our [List of Prohibited Activities](#);

t) Not to accept Cards as a payment instrument for the commercial activity performed by any third party and/or with the aim to cover any other liability than indicated in this Agreement;

u) Not to accept Cards as a means of payment for goods or services that are not rendered in Your ordinary course of business, are prohibited, illegal, or immoral under the law governing You, the Customer, or Your goods and services;

v) Not to accept Cards for paying back a previously granted loan or a cash payment previously made by You;

w) Not to present a Transaction until the goods or services underlying the Transaction have been delivered or provided to the Customer or the recipient of the goods or services, or the Customer has agreed to an advanced debit or a recurring debit on the Card. Upon request, You must prove that the above conditions are met;

x) Not to use "SPAM" in commercials and promotion of Your goods and services in the market. The violation of this rule may lead to Financial Liabilities that shall be paid or reimbursed by You;

y) Except where required to provide the Services to Customers, not to: (i) licence, sell, rent, lease, transfer, assign, distribute, display, disclose, commercially exploit, or otherwise make all or part of the Services available to any third party; (ii) use the Services on behalf of a third party or to provide services to any third party; (iii) use the Services for inclusion in any product and/or service which is sold or provided to any third party; or (iv) copy, modify, create derivative works from, frame, mirror, republish or distribute all or any portion of the Services;

z) Not to: (i) reverse engineer all or any part of the Services; (ii) access all or any

part of the Services in order to build a product or service which competes with or performs the same or similar functions as the Services; (iii) create a 'wrapper' for the Services by creating an application which re-implements or duplicates all or a material part of the Services; (iv) mask or hide from us the identity of any application as it connects to and/or makes use of the Services; (v) access or attempt to access the Services except through the Services; (vi) remove any our or our Partners default trademarks, logos or proprietary notices; or (vii) do anything to impair the functionality or availability of the wider Services.

2. You accept that without derogating from any other right available to Us under this Agreement, if You act in breach or We believe that You may be acting in breach of the established prohibitions or are involved in illegal or fraudulent activity, We reserve the right to report about Your activity or the Transaction to Our Partner and/or the relevant law enforcement agency or other competent authority and/or claim damages from You. We will take appropriate legal measures to minimize Our losses that resulted from the above.

3. You acknowledge, agree, and undertake:

- a)** To use the Service properly and in accordance with AML / CFT requirements;
- b)** To comply and to ensure, on an ongoing basis, compliance with all applicable Card Scheme Rules or Our Partners Rules, as amended from time to time. Card Schemes or Our Partners have the right to enforce any provision of the Card Scheme Rules or Our Partners Rules and to prohibit You and/or Us from engaging in any conduct that the Card Scheme or Our Partners deems could create a risk of injury to the Card Scheme or Our Partners, including injury to reputation, or that could affect the integrity of the Card Scheme or Our Partners computer hardware and software system or the Card Scheme or Our Partners confidential information. You undertake not to take any action that could interfere with or prevent the exercise of this right by the Card Schemes or Our Partners;
- c)** To promptly discontinue non-compliance practice with the Card Scheme Rules and/or Our Partners Rules or these Terms of Service upon Our request;
- d)** Remain liable for all the acts, errors, or omissions of your Customers;

- e)** To submit to Us all requested documents and information for the due diligence procedures (initial, periodical, or at our or our Partner's request), Service integration and provision. We shall have the right to suspend the Service before You supply Us with the requested documents or information, or in case the information provided is not satisfactory, or there are any other indications that you may be in breach of applicable law;
- f)** To pay Our Transaction fees, as well as other related fees and charges applicable to You under this Agreement;
- g)** To accept Cards only for the purpose of paying for goods or services that You offer on Your Website and on the basis of a direct contractual relationship with the Customer;
- h)** To indicate the correct and full purchase price of the goods or services that You offer on Your Website, as well as to provide Customers with such goods or services in a timely and quality manner.
- i)** If You are dispatching the goods, You shall ensure that the goods are dispatched to the address pointed out by the Customer.
- j)** You accept that any Your failure to meet Your obligations before the Customer will be considered as a breach of this Agreement;
- k)** To accept the return of goods or cancellation of services (unless specific conditions for return or cancellation were provided at the time of the Transaction);
- l)** To return the Customer's full or partial purchase price (make a Refund) in the event that You do not deliver goods or services properly, and/or if the Customer refuses the purchase of the goods or services in due course, returned goods, cancelled services, or it was a price adjustment related to a prior purchase;
- m)** Where required, to comply with all safety, security, or encryption standards, rules, or procedures imposed by Us;
- n)** To inform Us about any circumstances that harmed or may harm Our System and/or affected or may affect proper execution of this Agreement, as well as about any fraudulent or unauthorised actions related to Cards or Transactions;
- o)** To observe, maintain and comply, on an ongoing basis, with these Terms of Service, General T&Cs, applicable laws, rules and regulations, including without limitation Card Scheme Rules, as well as with any and all policies, guidelines and

reasonable instructions We, Our Partner or Card Schemes may issue or make available to You from time to time, including without limitation with respect to the usage of the Card Scheme marks and their acceptance, privacy, security, compliance, risk, chargebacks, refunds and URL monitoring.

p) You acknowledge that certain countries have distant selling laws and regulations with which it is Your sole responsibility to become familiar and fully compliant;

q) To cease any use of Our Confidential Information upon request and to advise Us if any unauthorised person seeks to gain or has gained access to Our Confidential Information, either through legal proceedings or otherwise;

r) To promptly notify Us about any changes in the list of Your authorised Representatives and/or the powers that each of them exercises with respect to Your Genome Wallet or Genome Merchant Dashboard, as well as changes in Your legal status, types of activities, websites, and other information that may affect the validity of these Terms of Service or General T&Cs;

s) To inform Us, as well as Customers of Your Website, without undue delay, about any errors, regular or possible operational maintenance or repairs that may have taken place on Your Website that may affect the sale of goods or services;

t) To ensure, on an ongoing basis, that the goods or services that You sell or provide are in compliance with the laws of the Republic of Lithuania, as well as laws of other states where Your goods or services are sold or provided, and You have all licences, permits, and other authorisation documents required under the law for such types of activities.

u) You shall bear any and all liability for the consequences arising from Your failure to comply with these requirements and undertake to reimburse Us any Financial Liabilities incurred by Us in the result of Your default to comply with the above obligations.

4. You accept that We may report to Our Partner any of Your actions or omissions that may result in a breach of this Agreement and may increase fees or charges associated with You because of such breach or even suspend or terminate the contractual relationship.

5. Unless otherwise permitted by the Card Scheme Rules, for each completed Transaction, a printable receipt page must be displayed after the Customer confirms a purchase. The Customer must be provided either with a direct link to the Transaction receipt and/or with the receipt sent by email or other electronic means. The Transaction receipt must be in a static format that cannot be easily manipulated after it has been created. The Transaction receipt must not contain any sensitive payment data, such as CVV2 / CVC2 code, and must include a clear Transaction ID as well as the address of Your Website.
6. The amount or number of Transactions charged back to You in one (1) calendar month shall not exceed 0.7 % of the total amount or total number of Transactions submitted by You in the corresponding period (**“Chargeback Ratio”**), and the ratio of the submitted monthly Transactions with stolen, lost or counterfeit Cards to submitted monthly Transactions with Cards that are not stolen, lost or counterfeit shall not exceed 0.7 % (**“Fraud Ratio”**).

Chargeback and Fraud Ratios may be updated from time to time. In the event that You exceed the allowable Chargeback or Fraud Ratios, We shall have the right, in Our sole discretion, to suspend the Service immediately and reassess Your risk level changing it to the higher one which may entail increase in fees and charges to be paid by You in connection with the Service and/or raising the amount of Rolling reserve and/or prolonging the term of Rolling Reserve up to 540 days, and/or close Your Merchant Account and terminate this Agreement with immediate effect.

You shall take all reasonable efforts to reduce the Chargeback and Fraud Ratios to the allowable number and volume. You accept that Your failure to comply with the Chargeback and Fraud Regulations may lead to the imposition of Financial Liabilities that shall be paid or reimbursed by You. If You are using a service offered by Us in order to reduce the number of Chargebacks, You will get an alert from Us about a potential Chargeback. You will have 24 hours to provide the Refund for such alerted Transactions; in such a case, You will avoid a Chargeback.

We may apply fees for the potential Chargeback alert service, as detailed in [Genome Fees and Charges](#).

7. In some cases, depending on the type of integration with Our System, You shall be responsible for the proper security of any Customer information that You receive in accordance with all relevant PCI DSS requirements as in force at the time.

You acknowledge that You have full knowledge of the PCI DSS and hereby undertake faithfully to comply therewith and to prove compliance therewith in an appropriate manner to Us upon request by providing all necessary documents to Us.

You shall keep PCI DSS documentation up to date during the term of this Agreement and promptly report in writing to Us the non-compliance or likely non-compliance with PCI DSS or any facts that may have an impact on Your PCI DSS compliance. Furthermore, You shall meet all costs associated with achieving compliance. Without derogating from the generality of the above, You assume full responsibility in the event of total or partial non-compliance with the PCI DSS program. In case the Merchant uses the services of a third-party provider, who, according to the Card Issuer's rules or any applicable laws or regulations, shall comply with PCI DSS, it is obliged to prove PCI DSS compliance of such third party by providing the necessary documents to Genome.

7. Genome rights and obligations

1. We will collect the settlement of proceeds from the Transactions performed by Your Customers on the Website approved by Us. The funds transferred for the benefit of You as Our Merchant will be segregated from Our own funds. You will see the amount of funds transferred to You by Your Customers on the balance of Your Merchant Account inside Our System and will be able to create Transaction

reports. Subject to the provisions of these Terms of Service, upon expiry of the hold periods specified in [Genome Fees and Charges](#), including Rolling Reserve period, settlement periods, and payout hold period, Settlement Funds will be exchanged for E-Money issued by Us at the nominal monetary value and credited to Your Genome Business Wallet.

2. We do not guarantee that the Customer or third parties will not cancel the Transaction. Depending on different payment methods, banks, payment systems, or other third parties, cancellation of the Transaction may happen even after it was reported as successful. You accept that selling goods or services, You operate at Your own risk and accept the fact that the Transaction may be canceled by the Customer or third parties. In such a case, You may be required to return the Customer funds of the respective canceled Transaction. However, You shall be charged for Transactions as detailed in Genome Fees and Charges.

3. If a Refund is requested, You accept that We will refund all or part of the amount of the Transaction to the Customer upon receiving respective instructions from You sent within Our System. Unless otherwise required or permitted by the applicable laws or Card Scheme Rules:

(a) If the transaction was made by Card, Refund shall be carried out to the same Card of the original Transaction execution.;

(b) If the Transaction was made by bank transfer, the Refund shall be credited to the same bank account from which the payment was received.

We may apply fees for the refund service, as detailed in [Genome Fees and Charges](#). You accept that We or Our Partner may apply limits on the number or volume of Refunds based on the risk assessment. You may not be able to make Refunds if they exceed the established limits.

4. You accept that We may establish a minimum amount of Settlement Fund to be indicated in [Genome Fees and Charges](#) and/or posted on Your Genome Merchant Dashboard inside Our System. Amounts below the said limit will be accumulated

on the balance of Your Merchant Account and will not be paid out until they exceed said limit.

5. Settlement Funds will be credited to Your Business Account in Euro.

Transactions made by Customers in currencies other than the Euro will be converted into the Euro. We apply Our own currency exchange policy and currency exchange rates to the currency conversion operations.

6. You shall bear any additional costs, losses, or benefits incurred as a result of fluctuations in the currency exchange rate, including but not limited to fluctuations between the time of the Transaction execution and the time of Refund or Chargeback.

7. You accept that We shall have the right to set Rolling Reserve. The amount of Rolling Reserve depends on Our assessment of Your risk level and will be calculated on a Transaction basis, meaning that a portion of the final amount of every Transaction will be reserved by Us.

Standard percent and period of Rolling Reserve are detailed in [Genome Fees and Charges](#). You accept that during the period of Rolling Reserve, You will not be able to use or access the funds of Rolling Reserve.

Depending on the risk level of Merchant and its business and other individual circumstances (including but not limited to changes in business model, changes in financial situation, increase of Chargeback and/or Fraud ratios, requests for Refunds and (or) other complaints from Customers, negative information, other increase of risks etc.), We are entitled at any time to set an individual amount (or percent) and individual period (up to 540 days) of Rolling Reserve or other financial security measure, which shall be held on Merchant Account or other Accounts to ensure the existing, future or conditional financial requirements against Merchant.

Individual terms and the amount of Rolling Reserve will be posted on Your Genome

Merchant Dashboard inside Our System. We shall have the right at any time to set off any of Your Financial Liabilities from the available Rolling Reserve. After expiry of the period of Rolling Reserve, the remaining amount of Rolling Reserve not used by Us under this Agreement will be released and included in the next payout of Settlement Funds.

We shall have the right to unilaterally change Rolling Reserve conditions applicable to You based on Our assessment of Your risk level, including, without limitation, the case when You exceed the allowable Chargeback or Fraud Ratios or when Your sales significantly drop.

We may establish other types of security to be applicable to Merchants from time to time. We will notify You in advance of any financial security measures introduced by Us that may influence Your use of the Service.

8. We reserve the right to request from You information which has been requested by Our Partner or Card Schemes, including information related to the Refunds and Chargebacks.

9. You accept that if We or Our Partner believes that the Transaction is fraudulent or illegal, the respective Transaction will be declined or canceled.

10. We may check whether Your operations are in compliance with these Terms of Service, including approved details of the Application.

11. You accept that We reserve the right to hold funds of Transactions performed by Your Customers: (i) during the hold periods per Transactions as specified in [Genome Fees and Charges](#); (ii) for the period We reasonably believe necessary, if We consider the Transaction as suspicious or there is a suspicion or determination of money laundering, fraudulent activity, sanctions evasion or other criminal activities, - until all suspicions have been allayed in the result of investigation.

12. The funds due to You may be also held by Us: (i) if Customer submitted a Refund or Chargeback request or there are reasonable grounds to believe that

such a request will be submitted; (ii) in case of significant increase of void Transaction events, (iii) in the event of non-compliance with the Chargeback or Fraud Ratios, (iv) if You breach these Terms of Service, (v) if any Your actions or omissions may result in loss of Our own funds or may damage Our, Our Partner or Card Schemes reputation, (vi) in other cases listed in Clause 11.3 (except for those covered by Clause 7.10 (ii) above), - until You settle/reimburse all Your Financial Liabilities suffered by Us due to the above and there is no further risk of additional liabilities to be incurred by Us resulting from the acts or omissions of Your activities, but not longer than 540 days from revealing of such facts.

13. We may also retain funds on Your Merchant Account matching the financial request submitted against You by Our Partner or Card Schemes, including, without limitation, demands to pay fines or other Financial Liabilities imposed against You, amounts of disputable Transactions. We shall have the right to make deductions from Your Merchant Account, including Transaction amounts, amounts of Chargebacks, Refunds, fees imposed on You as a Merchant by Card Schemes, currency exchange rate losses, and other Financial Liabilities that are due by You. Without derogating from other provisions of these Terms of Service, You undertake to repay/reimburse the following amounts to Us, and hereby consent that the following amounts can be unconditionally deducted from the balance of Your Merchant Account or other Your Accounts:

- a)** Amounts of costs, expenses, fees, fines, penalties and other Financial Liabilities applied to You by Us, Our Partner or Card Schemes or incurred by any of the above in the course of the Service provision to You, including without limitation fines, penalties and other Financial Liabilities which arise because of Your violation of this Agreement, Card Scheme Rules (e.g. for excessive Chargebacks) or any other standards, applicable laws or regulations;
- b)** Amounts of costs, expenses, fines, penalties, and other Financial Liabilities incurred by or applied to Us in the result of Your failure to keep confidential Personal Data of Your Customers, including Cardholder or Transaction Data available to You and/or in the result of Your use of such data for illegal or

non-authorized purposes;

c) Amounts related to handling by Us, Our Partner, or Card Schemes of the complaints, disputing Transitions, including without limitation dispute administration fees of the Card Schemes, or Financial Liabilities imposed on You.

14. If the balance of Your Merchant Account is insufficient to cover all of the above, We reserve the right to make appropriate deductions in the following order:

a) From the available Rolling Reserve or other securities that may be established by Us from time to time, and/or

b) From any other Merchant Account You have with Us, and/or

c) From Your Genome Wallet (any of its subaccounts inside Our System), and/or

d) By issuing an invoice to You for the amount owed to Us, which shall be paid by You within three (3) business days in accordance with the invoice instructions.

15. We shall be entitled to provide documents and information on You as Our Merchant to Our Partner for due diligence purposes to ensure the Service provision to You and/or for the compliance with Our contractual obligations, as well as to make information on You available to the Card Schemes and/or regulatory authorities upon request.

16. We shall be authorized to shut down the Service as necessary to conduct maintenance, upgrade, repair, and/or provide other necessary attention to Our System or equipment. We determine in our reasonable discretion when to shut down the Service and for what period. In such a case, We will give You advance notice when the Service is shut down.

17. In the event of Our System failure or technical deterioration of the Service, We will take all reasonable steps to restore the Service. You shall not be entitled to any form of compensation in such a case.

18. Without derogating from any other right available to Us under this Agreement, applicable laws and regulations or otherwise, We reserve the right to suspend, in Our sole discretion, at any time and for any period of time, providing You with the

Service immediately on the basis of risk management considerations or where required to be in compliance with any applicable laws and regulations or for any other reasons. In such a case We will notify You of Our decision to suspend the Service as soon as practically possible.

19. We undertake to ensure our compliance with the PCI DSS requirements applied to us to the extent to which it is related to the storage, processing, and transfer of payment card data, and to the safety and storage environment of payment card data.

8. Intellectual property

1. We or Our licensors own all rights, title and interest, including without limitation all copyright, Trademark and other Intellectual Property Rights, in and to Genome System and all its components, including the Service, installation documentation of the Service, Genome Site, Genome User Portal, Genome Merchant Dashboard, their content and all modifications, alterations, derivative works, and enhancements thereto, and all copies and components used in the provision thereof, including without limitation, all software, techniques, models, specifications, business methods, business processes, website designs, graphics, diagrams, drawings, blueprints, tracings, text, content, trade names, trade secrets, logos, know-how, documentation in relation to the foregoing and any other information (**“Intellectual Property”**).

2. You acknowledge that if it is not expressly authorised in this Agreement, You are prohibited from any use, reproduction, decompilation, reverse engineering, modification, or distribution of any Intellectual Property. You may not sell, resell, assign, or otherwise transfer rights to Our System, Service, or any Intellectual Property.

3. Except as expressly stated herein, this Agreement does not transfer or grant You any right, title, or interest in and to Genome System, its components, and

other Intellectual Property. You have no right to commercialize all of the above, in whole or in part.

4. You hereby acknowledge that the unauthorised use or release of the Intellectual Property or any part thereof, except as provided herein, would result in damages to Us which could not be adequately compensated for in damages by monetary award. Accordingly, in the event of any such breach, in addition to all other remedies available at law or in equity, We shall be entitled, as a matter of right, to apply to a court of competent equitable jurisdiction for relief by way of restraining order, injunction, decree, or otherwise, as may be appropriate to ensure compliance with this Agreement.

5. You shall not use, register, or attempt to register any Trademark or domain name that could reasonably be considered confusingly similar to any of Genome's (or its affiliates') Trademarks or Genome Site.

6. You give Your consent to Us to mention You as Our Merchant for marketing and advertising purposes by indicating and displaying, free of charge, Your name, logo, and trademark, hyperlink to Your website, among the list of Our clients, on Our Site, inside Our System, and/or in articles and other marketing and advertising materials.

9. Confidentiality

1. Each Receiving Party agrees to maintain all Confidential Information of the Disclosing Party in confidence and with the same degree of care as it accords to its own Confidential Information, not to use, reproduce, disseminate or in any way disclose to any person, firm or business any Confidential Information of the Disclosing Party, except to the extent necessary for the purpose of fulfilling its obligations under this Agreement.

2. Each Receiving Party undertakes not use Confidential Information of the Disclosing Party for its own behalf and agrees to take all reasonable precautions to prevent any unauthorised disclosure or use of the Confidential Information of the Disclosing Party including, without limitation, disclosing such Confidential Information only to its employees, contractors or agents with a need to know and who are parties to appropriate agreements sufficient to comply with this Clause.

3. The confidentiality obligations shall not apply to information that:

- a)** Is or becomes public knowledge through no action or fault of the Receiving Party;
- b)** Is known to the Receiving Party without restriction, prior to receipt from the Disclosing Party under this Agreement, from its own independent sources as evidenced by the Receiving Party's written records, and which was not acquired, directly or indirectly, from the Disclosing Party;
- c)** The Receiving Party receives from any third party reasonably known by such Receiving Party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; or
- d)** Was independently developed by the Receiving Party's employees, contractors, or agents, provided that the Receiving Party can show that those same employees, contractors, or agents had no access to the Confidential Information received hereunder;
- e)** Is identified in writing by the Disclosing Party as no longer confidential.

4. The Confidential Information may be disclosed in response to a valid order by a court or other governmental body, agency, Card Scheme or as otherwise required by applicable law, regulation, Card Scheme Rules or other standards; provided, however that the Receiving Party shall provide the Disclosing Party with prior written notice of any such disclosure so that the Disclosing Party may seek an appropriate protective order with the reasonable assistance of the Receiving Party, and/or waive compliance with the terms of this undertaking, at the Disclosing Party's absolute discretion. If such an order or waiver is not timely

obtained, only such portion of the Confidential Information as specifically required shall be disclosed.

5. The Confidential Information may be disclosed only to the Receiving Party's employees, directors, officers, agents, and professional advisers having a need to know such Confidential Information for the purposes of this Agreement, and who are bound in writing to protect the Confidential Information from unauthorized use and disclosure.

6. All Confidential Information and materials furnished to the Receiving Party by the Disclosing Party shall remain the sole and exclusive property of the Disclosing Party and nothing in this Agreement including the disclosure of any Confidential Information pursuant hereto shall be construed as granting to the Receiving Party any rights, by license or otherwise in or to any of Disclosing Party's patent, copyright, trademark, trade secret or other intellectual property or proprietary rights.

7. You acknowledge that a breach of Your confidentiality obligations under this Agreement will cause irreparable harm to Us and that the remedy at law for any such breach may be inadequate. You, therefore, agree that, in the event of any such breach or threatened breach, We shall be entitled, in addition to all other available remedies, to an injunction restraining any breach, without the necessity of showing economic loss and without any bond or other security being required. Nothing herein shall limit Our right to damages, losses, and expenses caused by any failure of You to comply with the terms of this Clause 9.

8. This Clause 9 shall survive termination of this Agreement for whatever reason, and will bind the Parties, their successors and permitted assigns.

10. Data protection

- 1.** Each Party shall comply with the applicable Data Protection Requirements in the conduct of its business and the performance of its obligations under this Agreement.
- 2.** When You (the Merchant) transfer to Us (Genome) the Personal Data of Your Customers for the purposes of payment processing, You act as the Data Controller and We act as the Data Processor within the meaning of the GDPR. We shall only process such Personal Data on Your documented instructions and in accordance with the [Data Processing Agreement \(DPA\)](#) concluded between the Parties.
- 3.** The Merchant shall ensure that its Privacy Notice duly discloses its data practices and complies with Data Protection Requirements, including informing data subjects that their data will be shared with Genome for payment processing purposes. Genome's Privacy Notice, describing Genome's general data protection practices, is available at Our [Privacy Notice](#).
- 4.** The Merchant warrants and represents that when it submits personal data to Genome, it has obtained prior consent from data subjects or has another valid legal basis (e.g., contract or legitimate interest). The Merchant shall ensure that data transmitted to Genome does not include special categories of data as defined by GDPR, such as health data, personal identification numbers, or full financial account details, unless explicitly agreed otherwise in writing.
- 5.** Genome shall implement appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing, accidental loss, destruction, or damage, and shall notify the Merchant without undue delay in case of any personal data breach that comes to Genome's attention.
- 6.** In case of cross-border data transfers, the Parties shall rely on appropriate safeguards under GDPR, including the European Commission-approved Standard Contractual Clauses (SCCs), which may be executed as a separate agreement. In the event of any conflict between this Agreement and any separate agreement or

addendum concerning data protection that the Parties entered into, the separate agreement will control.

7. Genome shall not be liable for data breaches or GDPR infringements caused by the Merchant's failure to comply with its obligations under this Agreement or applicable law. The Merchant shall indemnify and hold Genome harmless against any claims, fines, penalties, losses, or damages arising from the Merchant's non-compliance with Data Protection Requirements.

11. Withhold of payment. Suspension. Termination

1. You shall have the right to close Your Merchant Account at Genome Merchant Dashboard and terminate this Agreement by thirty (30) days' written notice to Us following Our contact details provided in Clause 24 below.

2. You accept that nothing in this Agreement interferes with or lessens Our Partner and Card Schemes' right to request termination of this Agreement at any time. You understand that We are obliged to follow such a request and terminate the Agreement. Termination of this Agreement provides closure of Your Merchant Account.

3. Without derogating from the aforesaid and other provisions of these Terms of Service, We shall be entitled to unilaterally limit access to the Service, suspend provision of the Service or any part of the Service, defer payout of Settlement Funds to You for the period, mentioned in Clauses 7.10 and 7.11 above, close Your Merchant Account and terminate this Agreement with immediate effect and/or to refuse to provide the Service to You in the future at any time and in Our sole discretion in the following cases:

a) If You fail to perform or comply with any obligation under this Agreement,

including without limitation Your obligations under Clause 3.3 and Clause 6 above, and/or do not remedy any breach upon request to such effect made by Us;

b) If We reasonably suspect or believe that You are using the Service in connection with any unauthorised, dishonest, or criminal activities, or upon notice from the Card Schemes or Partner that You violated any of the Card Scheme Rules;

c) If We suspect or have evidence that fraud and/or other illegal or prohibited activity is or may be occurring, including fraudulent, prohibited, or illegal Transactions;

d) If You become the subject of a sanction imposed or an investigation initiated by a regulatory body concerning possible illegal business practices;

e) If Your activity or inactivity contradicts with the Card Scheme Rules, rules of Our Partner, and/or if You fail to comply or We have reasonable grounds to suspect that You are not in compliance with the applicable laws, rules, regulations, procedures, instructions, requirements, recommendations of Card Schemes, Our Partner, competent court or governmental, regulatory authority or agency;

f) If We are required to do so under the law or at the direction of the Card Scheme, Our Partner, competent court, or governmental, regulatory authority or agency, including, without limitation, the case where Your activity is deemed to be fraudulent or otherwise wrongful;

g) If You are engaging in such behavior that is damaging to or may harm Us, Our System, Our or Our Partner, and/or Card Schemes' business reputation;

h) In the event of unauthorised use of the software provided for the purposes of this Agreement or because of other security reasons;

i) If any representation, declaration, or warranty stated and made by You when accepting the General T&Cs and/or these Terms of Service proves to be untrue, false, incorrect, incomplete, or misleading;

j) If You fail to supply Us with the requested or updated documents or information, including the documents or information with respect to Your Representatives, and/or provide Us with untrue, false, incorrect, incomplete, or misleading information;

k) If You are using the Service on the website address (URL) which has not been

indicated in the Order and/or approved by Us;

l) If there is a material change in the number, value, or type of payments of which You failed to inform Us in advance and receive Our approval;

m) If You do not comply with the Chargeback or Fraud Ratios;

n) On the basis of risk management considerations;

o) If We cease to provide the Service for any reason or in the event of expiry or termination for any reason of the business relations or cooperation between Us and Our Partner or Card Scheme;

p) If Our Partner ceases to be a customer of the Card Scheme for any reason, or if it fails to have a valid license with the Card Scheme to use any Card Scheme mark accepted by You, and/or if Our Partner is required by the Card Scheme to cease to accept Merchant Transactions from Us;

q) If You sell Your business, there is a change of control over Your business, Your licence or other permit or authorisation has been revoked, You change the name or nature of Your business, You change the legal status of Your business without notification and Our approval for further Service provision;

r) If You fail to pay Your debts or there are pending financial obligations, including, without limitation, outstanding Financial Liabilities due by You;

s) If You become subject to reorganisation, bankruptcy, restructuring, insolvency, make a general assignment for the benefit of creditors, commence procedures for voluntary winding up, suffer or permit the appointment of a receiver for Your business assets, or are wound up or liquidated, voluntary or otherwise, and/or in case of other similar proceedings or procedures initiated by or against You;

t) If You do not meet Your obligations concerning PCI DSS compliance or do not comply with the technical or security requirements that may be established by Us from time to time, or fail to comply with the confidentiality obligations under this Agreement;

u) If You do not respond to the notices sent according to Clause 17 below within one (1) month;

v) If You are in a material breach or We reasonably suspect that You may be in breach of any other provision of these Terms of Service and/or any procedures or instructions resulting in additional work, losses, or damages for Us;

w) If Your Genome Wallet with Us has been arrested, frozen, suspended, or closed;

x) In other cases, listed in these Terms of Service and General T&Cs.

4. We will give You a notice of the above-listed measures and reasons for them, unless providing such information would compromise objectively justified security reasons or is prohibited by law.

5. Without derogating from the above, if You stopped Your business or there are no Transactions on Your Merchant Account within three (3) consecutive months, We reserve the right to close Your Merchant Account and terminate this Agreement upon a ten (10) day notice to You.

6. The Rolling Reserve or any other type of security established by Us pursuant to this Agreement shall remain in place regardless of closure of Your Merchant Account or termination of this Agreement for as long as there are residual or contingent Financial Liabilities, including Chargebacks, applicable to You.

7. Each Party shall be released from all rights, obligations and liabilities to the other Party occurring or arising after the date of termination of this Agreement, except that closure of Your Merchant Account and termination of this Agreement shall not relieve Us or You from any liability arising prior to such termination or closure, including without limitation, Chargebacks, reversed payments, fines, penalties, fees, charges, credits, adjustments and any other financial or other liabilities or obligations due or which thereafter may become due under the Agreement.

8. You shall pay Us all outstanding debts regardless of whether the invoice was submitted to You before or after closure of Your Merchant Account or termination of this Agreement.

9. You shall not continue to use or display Our, Our affiliates, or Card Schemes' marks and names after termination of this Agreement.

10. Upon termination of this Agreement for any reason, We will cease to provide the Service to You, You shall immediately return to Us all installation documentation and other materials supplied by Us to effect the Transactions, and cease to use the Service.

11. Upon termination of this Agreement, You shall also cease all use of Our Confidential Information and either return to Us or destroy all tangible items and embodiments containing or consisting of Our Confidential Information as well as copies thereof in every form made available to You in the course of our cooperation; provided that You shall be entitled to retain a copy of any Confidential Information solely for compliance purposes as required by applicable law or regulation; provided further that any such retained Confidential Information shall continue to be protected by the terms of this Agreement (notwithstanding its termination) for so long as it remains Confidential Information hereunder. Upon Our request, You agree to certify in writing to Us that You have performed the foregoing obligations.

12. Termination of this Agreement shall not affect any provision of these Terms of Service which by its wording or nature is intended to remain effective and to continue to operate in the event of termination of this Agreement (e.g., confidentiality provisions), and shall not prejudice or affect the rights of either Party against the other in respect of any breach of these Terms of Service.

12. Limitation of liability

1. Conditions for limitation of Our liability are described in the General T&Cs and shall be applicable to You as a Merchant as well.

2. In no event shall We, Our affiliates, subsidiaries, successors, permitted assigns, shareholders, officers, directors, employees, agents or contractors be liable to You or any third party for any indirect, special, consequential, punitive or incidental damages, whether based on negligence, willful misconduct, tort,

contract (including without limitation fundamental breach or breach of a fundamental term) or any other theory of law.

3. To the fullest extent permitted under the applicable laws and regulations, neither We, nor Our affiliates, subsidiaries, successors, permitted assigns, shareholders, officers, directors, employees, agents, or contractors shall be liable:

a) For any delay or failure to perform the obligations under this Agreement to the extent that the delay or failure is caused by any of the following: (i) failure, interruption, infiltration or corruption of any hardware, software or other telecommunications or data transmission system, including Internet and electricity systems; (ii) Our belief that the Transaction is unauthorised or fraudulent or poses a security risk; (iii) interception or seizure compelled by law or regulation; (iv) Event of Force Majeure, as detailed in Clause 12.4 below.

b) For any losses or damages resulting from delay in payout of Settlement Funds to You due to circumstances beyond Our reasonable control, including the case when funds owed to You are not paid to Us by the respective Partner;

c) For any losses or damages arising from the Service limitation, suspension, or inability for the reasons described in these Terms of Service or because of the actions or omissions of third parties;

d) For any losses or damages resulting from Your breach of the security requirements that may be established by Us from time to time for the access to Your Merchant Account and/or other activities on the Merchant Genome Dashboard;

e) For any losses or damages caused by the Event of Force Majeure, as detailed in Clause 12.4 below;

f) Claims made against You by third parties;

g) For any losses or damages caused by a decision or action of a third party, such as a court, authority, bank, the other party, or any other event that is outside of the control of the erring party;

h) For the actions and omissions taken to be in compliance with the applicable

laws, regulations, contractual obligations, or rules of Our Partner and/or Card Scheme Rules.

4. Neither Party shall be liable for any economic loss, delay or failure in performance of any part of this Agreement to the extent that such loss, delay or failure is caused by fire, flood, explosion, natural disaster, accident, war, terrorism, riot, strike, embargo, governmental acts or requirements, civil and military authority, act of God, civil unrest, data trespass or any other cause beyond such Party's reasonable control ("**Event of Force Majeure**").

Events of Force Majeure require appropriate confirmation from the competent authorities.

The Parties undertake to use all reasonable endeavors to avoid or mitigate the impact of any Event of Force Majeure and to recommence performance of their obligations under this Agreement as soon as reasonably possible. In the event that the cause of the Force Majeure lasts longer than three (3) months, either Party is entitled to terminate this Agreement with a written notice of immediate effect. Termination of this Agreement provides closure of Your Merchant Account.

5. Our maximum aggregate liability, howsoever arising under or in connection with this Agreement, including by way of negligence or any other reason, shall be limited to the fees and charges paid by You to Us during the three (3) calendar months immediately preceding the date on which the relevant cause of action arose.

6. Any claim for compensation for faults or damages, You must present in writing to Us within ninety (90) days after the occurrence of the alleged fault or damage.

7. Provisions for limitation of Our liability under this Agreement shall apply to the extent permitted under the law. In the event that the applicable laws or regulations do not allow to exclude or limit Our liability under this Agreement, the respective regulatory conditions shall apply.

13. Indemnification. Set-off

1. You hereby agree to indemnify, defend and hold Us and Our affiliates, subsidiaries, successors, permitted assigns, shareholders, officers, directors, employees, agents and contractors harmless from and against any and all awards, causes of action, threatened actions, obligations, assessments and any Financial Liabilities of whatever nature each of them may suffer or incur, including without limitation claims of Your Customers, Our Partner or other third parties, resulting from or arising out of or in connection with:

- a)** Your Website, Trademarks, goods or services;
- b)** Your or any of Your Representatives' direct or indirect actions and omissions;
- c)** Any breach or alleged breach or non-compliance by You of any representation, warranty, covenant, or other obligation or condition under this Agreement;
- d)** Your or any of Your Representatives, employees, contractors, or agents' negligence, willful misconduct, or fraud;
- e)** Any actual or alleged infringement, misappropriation, or violation of Our or any third party patent, copyright, Trademark, or other Intellectual Property Right;
- f)** Any Data Breach or other security breach, including without limitation in relation to information of Your Customers and Your compliance with PCI DSS;
- g)** Disputes and claims of the Customers, including, without limitation, claims relating to Your disclosure of Personal Data of Your Customers, including Cardholder and Transaction Data; and
- h)** Any alleged or actual violation by You of any applicable laws, regulations, policies, guidelines, ordinances, orders, Data Protection Requirements, rules, including without limitation, PCI DSS, Card Scheme Rules, or any requirements of the governmental, regulatory authority or agency having jurisdiction over the subject matter hereof.

In the event You cause any Financial Liabilities to be charged to Us for Your

violation of any of the above, You agree to immediately reimburse Us for such Financial Liabilities after We provide You with a written notice with reasonable evidence of the liabilities implied against Us.

The duty to indemnify shall also apply if You had no opportunity of raising objections or defenses prior to payment by Us of any penalty charges. We are not obliged to allow You the possibility of negotiating, or similar, with Our Partner or Card Schemes prior to payment of the penalty charges by You.

2. In connection with the foregoing indemnity obligations:

- a)** You shall provide Us with prompt written notice of third-party claim (it being understood, however, that failure to provide such notification shall not relieve You of Your indemnification obligations hereunder, except to the extent You have been materially prejudiced by the delay);
- b)** You shall have the right to have sole control over the litigation or settlement of third-party claims so long as any such settlement does not involve the admission of any wrongdoing by Us or restrict Our future actions and includes a full Our release, provided, however, that We may obtain separate counsel to represent Our interests;
- c)** You shall use reasonable endeavors to mitigate the Financial Liabilities;
- d)** You shall not agree to any settlement or consent to judgment that requires an admission of liability or payment of money by Us without Our prior written consent; and
- e)** We will provide reasonable cooperation in the defense and all related settlement negotiations, all at Your sole cost and expense.

3. If We are entitled to compensation under this Agreement, We shall have the right to deduct the amount of funds You owe to Us from the balance of Your Merchant Account. In the event that the balance of Your Merchant Account is insufficient to cover the compensation to Us, We reserve the right to cover such compensation in the following order:

- A)** From the available Rolling Reserve or other securities that may be established by Us from time to time, and/or
- B)** From any other Merchant Account You have with Us, and/or
- C)** From Your Genome Wallet (any of its subaccounts inside Our System), and/or
- D)** By issuing an invoice to You for the amount owed to Us, which shall be paid by You within three (3) business days in accordance with the invoice instructions.

4. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding the termination of the Agreement.

5. We shall be entitled to set off any of Your indebtedness towards Ours pursuant to this Agreement from the balance of any of Your Merchant Accounts inside Our System or from and against any other funds credited to or owing to You under this Agreement. We may exercise this right of set-off at any time and without notice. Customer acknowledges and agrees that not applying the reimbursement or set-off for any period of time does not constitute a waiver of Genome's right to impose the application of such reimbursement or set-off retroactively. We also reserve the right, at any point in time, to send You reminders or to take other debt collection measures. In the case that any extra charges have been incurred in connection with any debt collection or enforcement measures, We reserve the right to charge You with them.

14. Merchant disputes

- 1.** You agree that any dispute or claim regarding the goods or services that You sell using the Service is between You and Your Customer, and agree that We shall not be a party to any such dispute or claim.
- 2.** You are required to respond to the Customer disputes and handle Chargebacks in accordance with the Card Scheme Rules.

3. In certain cases, You may order and purchase from us a Chargeback contest representment service for the purpose of appealing certain Chargebacks. Accepting these Terms of Service, You accept to authorise Us to represent Your Chargeback contest request in front of Our Partner. You accept that this service is optional, and You must clearly notify us in due time about your choice to dispute the relevant Chargeback. Should You use this service, Chargeback representment fee shall be charged for each Chargeback, as detailed in the [Genome Fees and Charges](#).

4. However, We reserve the right to reject Your Chargeback contest request:

4.1. We assess that the likelihood of winning the Chargeback contest is low;

4.2. We believe that the information/documentation provided by you seems to be doubtful or inadequate, due to or true;

4.3. We do not accept Your Chargeback request if the amount disputed does not exceed the fees and charges applicable to the procedure of dispute;

4.4. We believe Merchant acts fraudulently;

4.5. In Our sole discretion, without indicating the reason for rejection.

5. We shall not provide Chargeback contest representment service in case we stop processing Your Transactions according to the Agreement.

6. The Chargeback contest procedure and Our representment services include:

a) Analysis of the dispute;

b) Collecting the required documentation from Your side;

c) Checking of the provided documents, their processing, and addition of required data;

d) Passing of the Chargeback Contest Procedure on the side of Our Partner.

You are obligated to provide us with the due information related to the dispute and assist us when requested in due time.

It shall remain Your responsibility to prove to the reasonable satisfaction of the relevant Card Scheme, Partners that the respective Transaction was authorized, justified, and legitimate. We shall not bear any responsibility or liability regarding the decision regarding the Chargeback contest.

7. You may not require a Customer to waive a right to dispute a Transaction and/or otherwise transfer or attempt to transfer Your financial liability before Customer.

15. Changes to the Terms of Service

1. We reserve the right to change these Terms of Service at any time.

2. Unless otherwise stated herein, changes to these Terms of Service are subject to at least thirty (30) days' advance notification before their proposed effective date. If You do not notify Us that changes to these Terms of Service are not accepted by You before the proposed date of their entry into force, You will be deemed to have accepted such changes and be bound by the updated or amended Terms of Service.

3. In the event that You reject changes to these Terms of Service, You have the right to terminate this Agreement free of charge and with effect at any time until the date of their proposed date of entry into force. Your notice rejecting changes to these Terms of Service will be deemed as a notice of termination of this Agreement. This means that We will stop providing Service to You and close Your Merchant Account.

4. Notwithstanding the above, We have the right to change the terms, conditions, or specifications of the Service due to:

a) Changes in the Service which are made at Your request, - effective upon Our approval of the requested or proposed changes and/or updated or amended fees

and charges applicable to such changes;

b) Changes in the Service and/or Our fees or charges which are made at the request or due to changes in the rules or tariffs of Card Schemes, Our Partner or any other third party service provider involved by Us, - effective immediately upon a written notice to You (by e-mail and/or inside Our System). If you disagree with such changes, you are entitled to terminate the Agreement subject to Clause 11.1;

c) Your failure to fulfill the obligations hereunder, effective immediately upon a written notice to You (by e-mail and/or inside Our System);

d) Changes in applicable laws or regulations that affect Our ability to provide the Service or Your ability to use the Service, - effective immediately upon a written notice to You (by e-mail and/or inside Our System).

5. You accept that changes to Our currency exchange rates do not require Your consent and shall come into effect immediately.

6. You are not entitled to unilaterally change, amend, or alter provisions of these Terms of Service, [Genome Fees and Charges](#), or financial conditions applicable to You that are posted on Your Genome Merchant Dashboard inside Our System.

16. Language

1. The English language is the formal language of these Terms of Service; information and documents to be provided and executed by You under these Terms of Service, as well as communication between You and Us, shall be in English. The provisions of these Terms of Service in English shall prevail over any other language that may be used in Our communication with You (where so required). Using any other language in Our communication with You is exclusively for informal purposes and in no way shall alter, change, or modify these Terms of Service.

17. Notices

1. Notices hereunder shall be delivered and effective as follows: every notice required or contemplated by this Agreement to be given to the respective Party shall be in writing and in English and may be given (i) by hand delivery, (ii) by overnight commercial courier delivery service or express mail, (iii) by fax, (iv) by registered mail with acknowledge on receipt or (v) by email.
2. You accept that notices and other communications can also be delivered to You by posting on Your Genome Merchant Dashboard or placing on the Site, if the respective notice or communication refers to all Our Merchants.
3. You give consent to Us to receive notices and other communications electronically.
4. The said notice shall be deemed delivered (i) on the date of hand delivery; (ii) the next business day after delivery to an overnight commercial courier service or to national postal service for express mail for delivery on the next business day; (iii) the date of transmission of the fax, if an electronic transmission report is obtained and retained, showing that all pages have been successfully transmitted; or (iv) seven (7) days after mailing by registered mail with acknowledge on receipt; (v) on the date the email is sent, if addressed to the intended Party at the verified email address. If an email is received on the respective Party's business day, but not within business hours, it shall be deemed to have been received on the following business day. Verified email address of Your business Genome Wallet with Us shall be considered and used as Your email address for correspondence hereunder. Our contact details, including email address for correspondence, are provided in Clause 24 below.
5. If a notice or other communication is transmitted to You by posting on Your Genome Merchant Dashboard or placing on the Site, it shall be considered delivered to You upon posting or placing.

6. All communications sent by email to the verified email address or sent by registered mail to the last address You indicated in Our System will be deemed to have been delivered to You, regardless of whether any such communications have been returned through registered mail.

18. Governing law. Disputes resolution

1. The construction, validity, and performance of these Terms of Service, as well as any rights, obligations, claims, or disputes arising out of them, shall be governed in all respects by the laws of the Republic of Lithuania without recourse to the conflict of laws rules, regardless of the venue or jurisdiction in which a dispute arises.

2. The Parties shall use their best endeavors to settle all disputes by way of negotiations. Unless settled by negotiations, any dispute arising out of or relating to this Agreement shall be finally settled by arbitration in the Vilnius Court of Commercial Arbitration in accordance with its Rules of Arbitration. The number of arbitrators shall be agreed upon by the Parties. The place of arbitration shall be Vilnius, Republic of Lithuania. The language of arbitration shall be English.

19. Independent contractors

1. The Parties to this Agreement are independent contractors and neither Party is the agent, joint venture, partner, or employee of the other. No relationship of principal to an agent, master to a servant, employer to employee, franchiser to franchisee, partners or joint ventures is established hereby between the Parties. Save as expressly stated herein, neither Party has the authority to bind the other Party nor incur any obligation on its behalf.

20. Assignment

1. We reserve the right to assign Our rights and obligations under this Agreement to any third party at any time without Your consent or approval in connection with a merger, acquisition, reorganization, recapitalisation or sale of all of or substantially all of Our stock, business or assets, provided that such an assignment will be in compliance with the applicable laws and regulations.

2. You may not assign or subcontract this Agreement or deal in any way with all or any part of the benefit of, or Your rights or obligations under this Agreement without Our prior written consent. Any attempt to assign this Agreement other than as permitted herein shall be null and void.

21. Severability

1. All the provisions of these Terms of Service are distinct and severable. If any court or other authority of competent jurisdiction finds any provision or part of any provision of these Terms of Service to be invalid, unenforceable, or illegal, this shall not impair the operation of these Terms of Service or affect the other provisions, which are valid. If any provision or part of any provision of these Terms of Service is inconsistent with the applicable laws and regulations, the requirements of the applicable laws and regulations override these Terms of Service in the part of their inconsistency.

22. No waiver

1. Failure or delay by Us to exercise any right, power, or remedy under these Terms of Service or to require or enforce strict performance by You of any provision of these Terms of Service and any supplemental or incorporated

documents or policies shall not be regarded as a waiver or relinquishment of any such right, power, or remedy. Our waiver of any default or breach of this Agreement shall not be effective unless given in a signed writing and shall not constitute a continuing waiver or waiver of any other or subsequent default or breach.

23. Agreement entirety

1. This Agreement together with [Genome Fees and Charges](#) and any other documents referred to herein or attached hereto shall constitute an entire agreement of the Parties with respect to the subject matter hereof, into which all prior negotiation, commitments, representations and undertakings of the Parties related to the subject matter hereof are merged and, except as herein specifically provided, there are no oral or written understandings or agreements between the Parties hereto relating to the subject matter hereof.

24. Contacts

To contact Us on Merchant-related matters, please use the following contact details:

E-mail: support@genome.eu

Site: <https://genome.eu/contact-us/>

Address: Žalgirio g. 92-510, LT-09303, Vilnius, Republic of Lithuania

We will notify You about changes in Our contact details or contact tools available to You.



„Maneuver LT“ UAB
Reg N: 304785124
VAT: LT100011709919

Please consider that all communications with Us are subject to Our working hours.
Genome working hours can be found on the [Site](#).

These Terms of Service last modified on September, 3, 2025

25. Previous versions

[Download version 0.2 \(26.09.2024\) →](#)

[Download version 0.1 \(13.06.2021\) →](#)