

Terms and Conditions | Straal Ltd.

1. Definitions

Acquirer	Payment services provider or payment institution within the meaning of Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC, which was granted an authorization to perform such activity in United Kingdom or/and one of the Member States of the European Union and concluded cooperation agreement with Straal;
Acquiring Services	mean payment services provided by Straal to a Merchant in order to authorise and process Payment Transaction which result in a transfer of funds to the payee by Straal;
Agreement	means Merchant Agreement regarding Straal Services concluded between Straal and Merchant, together with these Terms and Conditions;
Bank Account	means bank account(s) specified by the Merchant during on-boarding procedure that Straal will transfer funds to; Merchant is allowed to specify only one (1) Bank Account per currency;
Business Day	means any day other than a Saturday or a Sunday or a public or bank holiday in England and Wales. For the purposes of contacts and complaints handling, Business Day means any day other than a Saturday or a Sunday or a public or bank holiday in Poland and England and Wales;
Card Association	means Visa, Mastercard or other organisation covered by the Agreement as amended from time to time;
Card Payment	means payment made by the Consumer to the Merchant by payment card using Acquiring Services provided by Straal to the Merchant;
Chargeback	means a Card Payment which a card issuer refuses to settle or, having settled, seeks reimbursement of (usually because the transaction has been successfully disputed by the cardholder, has not been properly authorised or there is a processing irregularity) and which Straal may debit to the Merchant;
Consumer	means entity which makes payment for goods or services to Merchant using Services provided by Straal;
Commission	means fee which is payable by a payment service user to a payment service provider for the Payment Transaction and/or related services;
Due Diligence Checks	means the know your customer (KYC), website screening and anti-money laundering (AML) checks carried out by Straal in respect of Merchant and Merchant's affiliates (where applicable);
Durable Medium	means any medium which enables the payment service user to store information addressed personally to him in a way accessible for future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the information stored;
Fees Guide	means document available at https://straal.com/resources-straal-ltd/ ;
Information Template	means all forms of providing information by the Merchant to Straal before conclusion of the Agreement, containing all information necessary to the proper provision of Services, in particular used for registration of the Merchant in the Technical Solution, in Straal's systems and in the systems of the Acquirers, including data submitted through on-boarding form available on Straal's website;
Member State	means a Member State of the European Union as well as a state of the European Economic Area;
Merchant	a natural person, a legal person or an organisational unit without legal personality which has a legal capacity, which concluded the Agreement with Straal. The consumer may not become the Merchant;
Merchant's Account	means individual account of the Merchant in Straal's application, including in particular a website in the Straal's application dedicated to the Merchant, which is used to manage the payments and to order the Services, allowing also to administrate of transactions, check payment statuses and sales reports;
Merchant Website	means the website or mobile application operated by or on behalf of the Merchant through which the Consumer(s) is able to buy goods or services;
Party	Straal or Merchant, jointly referred to as the Parties;
Payment Transaction	means an act, initiated by the payer or on his behalf or by the payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the payer and the payee;
Personal Data Protection Regulations	means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and any other relevant data protection acts and regulations;
Rolling Reserve	means a non-interest bearing security reserve to guarantee payment of any and all debt or liability from Merchant to Straal or to the Card Associations in connection with this Agreement, such as, without limitation, in connection with fees, Chargebacks, refunds, Consumer disputes, assessments or any other actual or potential debt or liability;
Scheme Rules	means the by-laws, rules, operating regulations, guidelines, policy statements and other instructions issued by the Card Associations as may be amended or varied from time to time;
Services	mean Acquiring Services and/or other services offered by Straal to Merchant as defined in the Merchant Account or in the Agreement;

Straal	means limited liability company organised under the laws of UK, registered under number 11185551, with its principal business offices located at Jhumat House, 160 London Road, Barking, England, IG11 8BB, Authorised Money Institution regulated by the Financial Conduct Authority (in the United Kingdom), registration no.: 900905;
Technical Documentation	means documentation specifying the functionalities of the Services and Technical Solution and instructions of its implementation in the Merchant's system;
Technical Solution	means software, procedures and technical solution offered by Straal to the Merchant, including manner of integration between systems of the Merchant and Straal, which enables the Merchant to use Services provided by Straal and exchange of information and statements between Straal and the Merchant, including Merchant's Account;
Terms and Conditions	means this Terms and Conditions, available at https://straal.com/resources-straal-ltd/;
Website	means the website of Straal available at www.straal.com;

2. General provisions

1. The subject of the Terms and Conditions is to determine rules of cooperation between Merchant and Straal in the scope of the use of the Services by Merchant through the Technical Solution.
2. Conclusion of the Agreement requires it to be signed by Merchant and Straal in written form or signing the Agreement in an electronic form by Merchant's authorised representative.
3. The condition of commencement of provision of Straal Services is integration with Technical Solution.
4. In order to conclude the Agreement, the Merchant shall:
 1. provide correct and complete information and documents requested by Straal;
 2. accept Terms and Conditions and other documents related with Agreement;
 3. accept other clauses required by Straal.
5. Merchant acknowledges and agrees that this Agreement is entered into by Straal on the condition that all information submitted by the Merchant, including without limitation for the purpose of Straal conducting Due Diligence Checks, is accurate and complete.
6. The scope of the Services provided under the Agreement may be extended with additional Services at the Merchant's request at any time, subject to the conditions provided for in these Terms and Conditions.
7. Straal has the right to request the Merchant additional information or documents related to the Merchant and request the Merchant to fill such information periodically.
8. By submitting request to conclude the Agreement or extend scope of Services provided by Straal, the Merchant represents and warrants that:
 1. is authorised and lawfully able to enter into the Agreement;
 2. its business is and will remain in compliance with the all relevant laws, Scheme Rules and the Agreement;
 3. will not use services provided by Straal for any activity which is not in accordance with all relevant laws, Scheme Rules and the Agreement.
9. The Agreement is concluded in electronic form where Straal informs Merchant by e-mail, that accepted Merchant's request to conclude the Agreement or extend scope of Services provided under thereof. Conclusion of the Agreement in written form requires it to be signed by Merchant and Straal in the same document or each party to sign one copy of an identical document and to exchange the signed documents.

3. Acquiring of Card Payments

1. As part of the Acquiring Service, Straal handles Merchant's request about authorising Card Payment and process authorised Card Payments.
2. Straal shall handle authorization requests sent by the Merchant to Straal as a result of the payment order issued by the Consumer.
3. The Merchant may only accept to execute Card Payments authorised by Straal.
4. The Merchant shall obtain authorisation of all Card Payments. Authorisation can only confirm the availability of credit limit or funds and that the card in question has not been reported as lost or stolen at the time of the Card Payment. Obtaining an authorisation does not guarantee execution of Card Payment or that Card Payment cannot be the subject of a Chargeback. If an authorisation is not granted, the Merchant may not continue to process the Card Payment.
5. The handing over of goods or services prior to authorization of Card Payment or taking any other actions dependent on Card Payment takes place at the risk of the Merchant.
6. Straal shall credit the Bank Account with an amount of the Card Payment less deductions indicated in section 11 below (Payments). Bank Account shall be credited in accordance with the settlement schedule agreed by the parties. The minimum settlement amount for Card Payment shall be GBP 100. Any amounts below this level will accrue until the aggregate payable amount of Card Payment reaches GBP 100. In the event that the Merchant requests that funds below the minimum level are paid out, Straal shall be entitled to charge an additional fee of GBP 1.5 per settlement.
7. Card Payments that cannot be identified due to lack of required information will not be accepted by Straal or will not be transferred to the Merchant. Straal shall not be liable to the Merchant for damages resulting from the implementation of this provisions.
8. Card Payments may be made in any currency supported by Straal as listed on <https://straal.com/resources-straal-ltd/>. Straal will settle funds in a currency chosen by the Merchant. Where transactions are performed in other currency than to be settled, Straal has a right to exchange funds to necessary currency by applying currency exchange rate provided by Acquirer.
9. Straal undertakes to ensure the exchange of data between Straal and the Merchant in accordance with the Technical Documentation.
10. Straal may not execute Card Payment, even authorised, in the event of failure to meet the requirements set out in the Agreement or separate arrangements or regulations in force between Straal and the Merchant, as well as in situations specified in the applicable law, including on the basis of judgments of the competent authorities, irrespective of the moment of determining the conditions for not accepting the Card Payments for execution, in particular:
 1. if the Card Payment data provided by the Consumer do not correspond to the data entered into the Technical Solution by the Merchant or the data required by the Technical Solution or Technical Documentation;
 2. in the event of refusal to execute the Card Payment by the issuer of the payment card or Card Association;
 3. in the event of not receiving by Straal from the issuer of the payment card or from other entity involved in executing Card Payment any information about the Card Payment required by law or required to identify the Card Payment by Straal;
 4. in case of suspicion about its compliance with the law or Scheme Rules.
11. The Merchant acknowledges and agrees that the Straal operates solely as a payment intermediary. Therefore, the Merchant acknowledges and agrees that any dispute regarding any Merchant products/services is between the Merchant and Consumer.
12. The Merchant shall integrate the Technical Solution into the Merchant Website in order to use Acquiring Services provided by Straal.
13. Providing Acquiring Services Straal acts as a payment facilitator and concludes the agreements with Acquirers. For the purposes of acquiring of Card Payments the Acquirer is:
 - a. Nuvei Limited whose registered office is at 9 Kafkasou, Aglantzia, CY 2112, Nicosia, Cyprus.

14. The Merchant acknowledges and agrees that Acquirer may have a regulatory obligation to audit Straal and Merchant performance, including but not limited to requesting to provide the information and documentation collected on the Consumer, and Merchant shall cooperate fully with such requirements.
15. The Merchant acknowledges and agrees Straal to receive funds from Card Payments on behalf of the Merchant.

4. Anti-fraud services

1. Apart from the Straal Acquiring Services, Straal may provide the Merchant with certain global trust intelligence, transactional data analytics, device identification, attribution, and scoring services of users of the Merchant, in a SaaS model, based on subscription ("Anti-fraud Services").
2. As a result of the Anti-fraud Services, Straal provides the Merchant with a real-time recommendation and certain parameters regarding the transaction initiated by Merchant's Consumers (the "Recommendation"). The Merchant acknowledges and agrees that the result provided as a result of Anti-fraud Services will only constitute a recommendation for the Merchant. The decision whether to proceed with a transaction will be made solely by the Merchant and Straal is not responsible for any consequences of such a decision.
3. The Merchant understands that the quality of Anti-fraud Services is largely dependent on the quality, accuracy and quantity of data provided to by the Merchant. The data is required for the machine learning of the software used for provision of the Anti-fraud Services and constant improvement of accuracy of Recommendations.
4. In order to ensure proper performance of the Anti-fraud Services the data provided by the Merchant must comply with the guidelines contained in the project documentation provided to the Merchant at api-reference.straal.com. Provision of Anti-fraud Services requires full and proper integration of the Merchant with Straal or its subcontractor, in accordance with documentation available at api-reference.straal.com or documentation provided by the subcontractor.
5. In providing Anti-fraud services, Straal is entitled to use third party subcontractors, and is liable for their acts and omissions, without prejudice to provisions of section 15 below.

5. Access to Services

1. Straal has the right to unilaterally and without a prior notice suspend providing Services to Merchant, including suspension of the execution and acceptance of Card Payments, for indefinite period, in the following cases:
 1. if the Merchant violates the Agreement;
 2. if the Merchant violates the any generally applicable laws and/or Scheme Rules;
 3. if a real threat of essential violation of the Agreement or the law by the Merchant arises;
 4. if activities of the Merchant using Services provided by Straal have a potential to harm Straal business reputation;
 5. if the Merchant fails to:
 - i. complete necessary identification procedures, including Due Diligence Checks;
 - ii. submit information or documents required by Straal or Acquirer, also as part of Due Diligence Checks;
 6. if Straal receives substantiated information about liquidation of the Merchant or bankruptcy case;
 7. in cases specified by law;
 8. in other cases stated in the Agreement;
 9. in the event of a reasonable suspicion that money laundering, terrorist financing or other criminal activity is being executed through the Merchant;
 10. in the event of negative change in the financial condition of the Merchant
 11. decision of the Card Association.
2. Straal shall inform the Merchant about the suspension of providing Services immediately and without undue delay from the moment of suspension, except for cases when provision of such information would weaken safety measures or is forbidden by legal acts.
3. Straal shall provide further information on actions that have to be performed by the Merchant in order to resume provision of Acquiring Services to the Merchant.
4. Straal is not liable for losses incurred by the Merchant due to suspension of Acquiring Service provision or other actions if those actions have been performed in accordance with the procedures stated in the Agreement and under circumstances and on the basis specified in the Agreement.
5. The Merchant acknowledges that Acquirer and/or Card Associations may set a chargeback and/or fraud ratios and/or limits, which may be updated from time to time. Information on this matter is available on www.visaeurope.com and www.mastercard.com or as otherwise updated by Acquirer and/or Card Associations. The Merchant shall maintain the above-mentioned ratios at a level not exceeding any or both of these ratios. In the event that Merchant exceeds any allowable ratio, Straal has right, in its sole discretion, to suspend Services.

6. Technical specification and integration of Technical Solution

1. Technical specification of the Technical Solution and instruction of Technical Solution's integration is included in the Technical Documentation available under <http://docs.straal.com/>.
2. Straal may amend the Technical Documentation in accordance with the procedure indicated in section 19 of the Terms and Conditions. As a rule, the amendments introduced by Straal to Technical Documentation will be aimed at the development and implementation of improvements in the functionality of the Technical Solution or will take into account the requirements of the Acquirers.

7. Representations and Warranties

1. The Merchant hereby represents, undertakes and warrants that:
 - a. this Agreement constitutes Merchant's legal, valid and binding obligation, enforceable against Merchant in accordance with its terms;
 - b. this Agreement is duly authorised and that it has and shall continue to maintain during the term of this Agreement the full power and authority to execute, deliver and perform the Agreement;
 - c. it will not process pursuant to this Agreement any face-to-face Payment Transactions without Straal's prior written confirmation and the signature of the applicable addenda where required;
 - d. it will perform all obligations hereunder with reasonable skill and care;
 - e. the execution, delivery and performance by Merchant of this Agreement and the use of Services will not conflict with or violate any applicable law;
 - f. it shall at all times comply with all Personal Data Protection Regulations applicable to the conduct of its business and the performance of its obligations under this Agreement and shall not do or omit to do, or cause or permit anything to be done or omitted to be done, which may cause or otherwise result in a loss, alteration, theft and/or abuse of personal data and/or a breach of the Personal Data Protection Regulations by Straal, Acquirer, Schemes or others;

- g. it has examined and verified the legality of its operations in each jurisdiction;
 - h. it has obtained and shall continue to maintain during the term of this Agreement all necessary regulatory approvals, certificates and licenses to conduct its business including without limitation the required regulatory approvals, certificates and licenses to operate and sell any product or provide any good and service Merchant intends to offer;
 - i. there is no action, suit or proceeding at law or in equity now pending or, to the best of its knowledge, threatened by or against or affecting Merchant which would impair its right to carry on its business as now conducted or affect its financial conditions or operations or its ability to perform the obligations required under this Agreement;
 - j. it has full knowledge of the PCI-DSS and Merchant hereby undertakes to faithfully comply therewith and apply best organisational and technical security measures and to prove compliance therewith in an appropriate manner to Straal upon request. Merchant shall only use service providers that are PCI-DSS compliant. Furthermore, Merchant will meet all costs associated with achieving compliance and is solely responsible for any assessments arising from not being compliant. Without derogating from the generality of the above, Merchant assumes full responsibility in the event of total or partial non-compliance with the PCI-DSS;
 - k. any and all information and documentation provided by Merchant is true, accurate, complete and updated and no information, document or statement provided, made available or made are untrue, false, incorrect, incomplete or misleading;
 - l. it shall not knowingly do anything or allow anything to be done which is likely to harm Acquirer reputation or the reputation of Card Associations or Straal;
 - m. Merchant, its directors, owners and personnel or any of the aforementioned immediate family members have not been entrusted with prominent public functions;
 - n. it is not a beneficially owned, controlled, directly or indirectly, by any governmental authority, governmental controlled entity, political party or candidate, or by any representative, officer and/or employee of the aforementioned;
 - o. Merchant shall not (directly or indirectly) pay, offer, give or promise to pay or authorise the payment of any reimbursements or any other monies or other things of value to an officer or employee of a government or any department, agency, or instrumentality or public international organisation; any political party or official thereof; any candidate for political office; or any other person, at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purpose or expectation of improperly obtaining, retaining or directing any business opportunity related to this Agreement or for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engage in acts or transactions otherwise in violation of any applicable anti-bribery legislation, including the OECD Convention on Combating Bribery in International Business Transactions (as amended from time to time), and equivalent local laws, including the Foreign Corrupt Practices Act of the United States, the Bribery Act 2010 of the UK and similar multilateral anti-bribery agreements;
 - p. it will not require a Consumer to waive right to dispute Payment Transaction or include any statement that waives or seeks to waive a right to dispute a Payment Transaction with the respective card issuer;
 - q. the person whose name is submitted as Consumer made the purchase;
 - r. it owns and operates Merchant's Website, has full control and authorisation of the Merchant's Website content, and all transactions that will be processed in connection with Services will originate only from the Merchant's Website after its approval by the Acquirer in writing;
 - s. it is the owner of all sales that originates from Merchant's Website;
 - t. The Merchant's Website does not and shall not contain any illegal material depicting, advertising, promoting any illegal or immoral activity and or activity which is prohibited by the Acquirer or respective Card Association.
2. The Merchant further represents, undertakes and warrants that:
- a. it is not involved and will not be involved in any act or traffic that constitutes or can be reasonably expected to constitute fraud or other illegal activity, including but not limited to money laundering, under any applicable law;
 - b. it shall not use Services, directly or indirectly, in connection with any non-permitted, illegal or fraudulent business activities and shall not submit any transaction that is illegal, not authorised or that Merchant should have known was illegal or not authorised;
 - c. all Payment Transactions that will be processed in connection with the Services are owned by Merchant and only result from Payment Transaction between Consumer and Merchant and will be originated only from Merchant's Website as such websites were declared by Merchant;
 - d. it will only use the Services to transact on Merchant's own account as a Merchant and not otherwise on behalf of any third party.
3. Straal hereby represents, undertakes and warrants that:
- a. this Agreement constitutes Straal's legal, valid and binding obligation, enforceable against Straal in accordance with its terms;
 - b. It will perform all obligations hereunder with reasonable skill and care;
 - c. The execution, delivery and performance by Straal of this Agreement and the rendering of Services shall comply with, not conflict with or violate any applicable law or Scheme Rules;
 - d. it shall at all times comply with all Personal Data Protection Regulations applicable to the conduct of its business and the performance of its obligations under this Agreement and shall not do or omit to do, or cause or permit anything to be done or omitted to be done, which may cause or otherwise result in a loss, alteration, theft and/or abuse of personal data and/or a breach of the Personal Data Protection Regulations by Straal, Acquirer, Schemes or others;
 - e. it has obtained and shall continue to maintain during the term of this Agreement all necessary regulatory approvals, certificates and licenses to render the Services hereunder;
 - f. there is no action, suit or proceeding at law or in equity now pending or, to the best of its knowledge, threatened by or against or affecting Straal which would impair its right to render Services hereunder or its ability to perform the obligations required under this Agreement;
 - g. Straal hereby undertakes to faithfully comply with PCI-DSS and apply best organisational and technical security measures and to ensure compliance therewith. Without derogating from the generality of the above, Straal assumes full responsibility in the event of its non-compliance with PCI-DSS.

8. Straal's obligations

- 1. Straal undertakes:
 - 1. to ensure Merchant's access to the Services through the Technical Solution for the duration of the Agreement;
 - 2. not to collect or accrue any fees paid by the Merchant's Consumer;
 - 3. to make the processing of the electronic payments received by Merchant from the Consumers technically available through the use of the Technical Solution;
 - 4. to ensure the highest level of security of the payment transactions and confidentiality of personal data and Merchant's data in accordance with the Payment Card Industry Data Security Standards and section 14 of the Terms and Conditions;
 - 5. to provide Merchant with all necessary information to enable effective integration of the Merchant's system with the Technical Solution.

9. Merchant's obligations

- 1. Merchant shall:

1. provide such information to Consumers, on Merchant Website and in other commercial communications to Consumers, as is required pursuant to the Agreement, laws of the country of origin and in other countries in which Merchant offers its goods or services;
 2. provide to the Consumer a Payment Transaction receipt, include names of Straal and Merchant in the Payment Transaction receipt, as well as information on the recurring transaction, as indicated below, and additionally clear transaction ID and address of Merchant's Website ;
 3. for recurring Payment Transactions Merchant shall indicate that the transaction is a recurring transaction in the payment page and in Merchant's terms of use, the dates and frequency of the recurring charge and whether the date is fixed or variable, the duration of time during which such charges may be made. For recurring Payment Transactions Merchant shall also obtain a prior express Consumer's confirmation to purchase goods or services through multiple transactions, keep the copy of such confirmation for the duration of the recurring Payment Transaction and specify the method of communication for all correspondence;
 4. for recurring Payment Transactions Merchant shall: provide the Consumer with confirmation that the recurring transaction agreement has been entered (and advise how to cancel it) and provide the Consumer with notification, at least seven working days prior to recurring transaction if any of the following is true: (i) more than six months have elapsed since previous recurring transaction, (ii) a trial period, introductory offer or any promotional activity has expired, (iii) the recurring transaction agreement has been changed;
 5. promptly provide Straal, on an ongoing basis, with the current address of each of its offices, all "doing business as" names used by the Merchant, complete description of goods sold and services provided and Merchant's Website list;
 6. disclose to the Consumers at the time of the Card Payment any limitation Merchant has on accepting returned goods or services;
 7. comply to the Agreement, applicable laws and/or Scheme Rules;
 8. respect the intellectual property rights of third parties with regards to the goods and services provided to Consumers using (or in relation to) the Straal Services and not infringe such rights in any way (and upon becoming aware of any infringements of such rights will immediately terminate such infringements);
 9. not sell any goods or services the sale of which is prohibited in country of operation or by Scheme Rules;
 10. perform its obligations towards Consumers relating to the provision of goods and services in accordance with the Merchant terms and conditions, the agreement with its Consumer, and applicable laws;
 11. confirm identity of the Consumer in full compliance with applicable law;
 12. only accept Payment Transactions in respect of goods and services offered by the Merchant, and which commonly fall within the Merchant business (as notified prior to the effective date of this Agreement and from time to time should the business change);
 13. not re-enter or reprocess any Card Payment which has been charged back;
 14. remain compliant with PCI DSS for the term of the Agreement;
 15. promptly notify Straal if it becomes aware of or suspects any security breach relating to Card Payment data. As soon as reasonably practicable, the Merchant shall also immediately identify and remediate the source of such security breach and take any steps that Straal or Card Association require of the Merchant including but not limited to the procurement (at the Merchant cost) of forensic reports from third parties recommended by Straal;
 16. provide information, assistance and support as Straal may require in accordance with the Agreement, including but not limited to resolution or management of any Chargeback, dispute or fraud report. The Merchant shall keep and present record of valid Payment Transactions no later than three (3) Business Days after the date of the Payment Transaction is deemed completed unless, at the time of the Payment Transaction: (i) the Consumer agrees to a properly disclosed delay in delivery of goods or services, (ii) the Merchant is obligated by law to retain the sales slip or return it to a buyer upon timely cancellation, in which case the Merchant should present the record within ten (10) Business Days after the transaction date, and (iii) the Merchant has multiple locations and uses a central facility to accumulate and present records;
 17. securely retain in readable format all written or electronic data and documents with respect to each Payment Transaction;
 18. adhere to the MCC(s) assigned to it by Straal with respect to each Card Payment;
 19. promptly notify Straal of any other agreement that the Merchant enters into concerning its acceptance of Card Payments;
 20. use Services in accordance with applicable law, Agreement and Scheme Rules, as amended from time to time;
 21. use Services to handle Payment Transactions on the websites and in IT environments previously approved by Straal;
 22. offer possibility of concluding Payment Transactions within payment methods which have been covered by the Agreement;
 23. place and maintain on Merchant Website, for the duration of the Agreement, Straal's logo made available in the tab <https://straal.com/newsroom>;
 24. introduce any changes on Merchant Website, required by Straal or Acquirer, also in order to assure compliance with Scheme Rules governing the use of Marks (as defined below);
 25. grant Straal irrevocable consent to use Merchant's logo for marketing and commercial purposes for the duration of the Agreement;
 26. comply with Straal's guidelines in the scope of conducting actions to ensure the security and consistency of the Services indicated in the Technical Documentation;
 27. immediately inform Straal on any changes regarding the Merchant in particular changes regarding its legal form, address, bank data, significant changes in the privacy policy or terms and conditions of delivery of goods or provision of services or other data provided on the Information Template and/or information provided as part of Due Diligence Checks;
 28. handle Payment Transactions in accordance with requirements of Straal, especially by including in its regulations information provided by Straal within the time indicated by it;
 29. customise its payment website in accordance with guidelines provided by Straal.
2. Merchant is obliged to keep sales channels integrated with the Technical Solution and in case of the Merchant Website, to maintain the following information on it:
1. privacy policy (Merchant's personal data protection policy), including information on Merchant's ownership of the website, the transfer of personal data of the Consumers to Straal in connection with the performance of the Payment Transaction;
 2. information on settlement currency, any fees, including those for delivery, packaging, taxes;
 3. information on: (i) customer service contact including electronic mail address and/or telephone number, fax number, address, country(ies) of domicile, (ii) what goods and services are offered for sale and complete description of the goods or services; (iii) price of good or service and transaction currency, (iv) returned merchandise and refund/exchange/cancellation policies. If no refund or return will be given, the Consumer must be advised in writing that the sale is a "final sale" and "no returns" are permitted at the time of the Payment Transaction. Consumers must also be advised in writing of any of Merchant's policies that provide for no-cash refunds and in-store credit only, (v) applicable export and legal terms and restrictions, if known; (vi) delivery policy, (vii) Merchant's security capability and policy for the transmission of payment data, (viii) at the point where the payment is executed a clear message that states that a payment is about to be made and any other information required by applicable laws or Scheme Rules, (ix) the Merchant's consumer data protection policy and method(s) of transaction security, (x) Merchant's fixed place of business through which it conducts its business, regardless of website or server locations, and if none exists the address for which the Merchant holds a business license and if none exists the Merchant's address for correspondence for the payment of its taxes relating to its sales activity, (xi) the way Merchant's details will appear on the Consumer's statement with the Payment Transaction, and (xii) in case of a recurring transaction, an explanation as to how to stop receiving goods and/or services, delivering goods and/or services and related charges;
 4. information on following shipping details: (i) time to deliver, which has to be lower than ten days, (ii) method of delivery, (iii) shipment fee, (iv) order tracking, if applicable, (v) insurance - if applicable, (vi) time of charge - upon shipment or arrival, (vii)
 5. information on Merchant's identity, location of the Merchant (physical address) and fixed place of business, information that the Merchant is responsible for Payment Transaction , including delivery of goods or provision of the services that are subject to the Payment Transaction (informations shall be disclosed before Consumer is prompted to provide card information);

6. after ordering by the Consumer and successful authorization of the Payment Transaction – Merchant should inform the Consumer about it in written or electronic form in accordance with the information received from Straal;
 7. any other information required by the provisions of law, in particular regarding provision of services by electronic means, distance sale and consumer law.
3. The Merchant is not authorised to:
1. use Straal's Services in a way that infringes applicable provisions of law, Scheme Rules, good practices or rights of third parties; in particular Services are not to be used to sell goods or services, which sale is prohibited by the law, or which sale is prohibited by the policy of Straal;
 2. knowingly submit any Payment Transaction that is illegal or that Merchant should have known was illegal;
 3. when carrying out a recurring Payment Transaction: (i) include any charges or payments other than those referred to in the relevant recurring transaction agreement, (ii) complete a Payment Transaction that is part of the recurring transaction if it receives either a decline response from Card Association or card issuer or a cancellation notice from the Consumer, (iii) present a Payment Transaction until the goods or services have been delivered or provided to Consumer or recipient of goods/services, or the Consumer has agreed to an advanced debit or recurring debit;
 4. refuse to honor any card properly submitted for Payment Transaction;
 5. submit to Straal any data in respect of Payment Transaction where Customer has withdrawn authorisation for such Payment Transaction;
 6. with respect to any Payment Transaction: (i) obtain multiple authorisations for amounts less than the total sale amount, (ii) obtain authorisation for purposes of setting aside cardholder's credit line for use in future sales, (iii) add any amount to the agreed price of goods or services offered or require any security as a condition for allowing Consumer to pay with a card and shall not put cardholder in any worse position than other Consumer. Where permissible with MasterCard and always subject to applicable law, Merchant may apply different surcharges to credit card transactions, commercial card transactions, debit card transactions and maestro transactions. This paragraph does not prohibit Merchant from offering a discount from the standard price to induce a person to pay by cash, cheque or a particular payment authentication instrument, (iv) notwithstanding any authorization or request from a Consumer, Merchant will not re-enter or reproces any sales slip or Payment Transaction including but not limited to a sales slip or Payment Transaction which have been charged back, (v) extend credit for or defer the time of payment of the total cash price in any Payment Transaction, (vi) honor a card except in a Payment Transaction where a total cash price is due and payable, (vii) make any special charge to or extract any special agreement or security from any Consumer in connection with any Payment Transaction, (viii) save or keep any card data (unless PCI-DSS certified), (ix) use Merchant's own card or account, as applicable, or one to which Merchant have access, to process a Payment Transaction for the purpose of obtaining credit for own benefit, (x) use any software or any data received from Straal or Acquirer for any other purpose other than for determining whether or not Merchant should accept cards or otherwise approve a payment order by an Consumer in connection with a current sale or lease of goods or services, (xi) use any software or any data received from Straal or Acquirer for credit inquiry purposes or any other purpose not authorised by this Agreement, (xii) draw or convey any inference concerning a person's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living when any card or other payment order is processed as non-accepted, (xiii) accept any payment from a Consumer in any other form with respect to a charge for goods or services resulting from the use of a Payment Transaction, (xiv) present for processing or credit, directly or indirectly, any Payment Transaction that represents the refinancing or transfer of an existing Consumer's obligation that is deemed to be uncollectible, or that arises from the dishonour of an Consumer's personal cheque, (xv) add any tax to Payment Transactions unless applicable law expressly allows Merchant to do so (in which case any tax, if allowed, must be included in the Payment Transaction amount and not collected separately), (xvi) accept Payment Transaction for paying back a previously granted loan or a cash payment previously made, (xvii) require a minimum or maximum amount for card transactions; or (xviii) submit transactions that have previously been declined through a different own or third party account;
 7. to use Services for Payment Transactions related to the following: (i) goods and services which do not fall within Merchant's ordinary course of business as identified by Merchant to Straal and specifically approved by Straal, (ii) sales made under a different trade name and/or business affiliation than indicated in the Agreement or otherwise previously approved by Straal in writing, (iii) sales by third parties, (iv) fines, assessments or penalties of any kind, losses, damages or any other costs that are beyond the total sale price for the goods and services, (v) any transaction, content, goods or deliverable that violate any applicable law, including but not limited to anti-money laundering and terrorist financing regulations, anti-bribery laws (FCPA, UK Bribery Act and otherwise) and Personal Data Protection Regulations, (vi) goods and services which Merchant knows or should know will be resold by a Consumer whom Merchant should reasonably know is not ordinarily in the business of selling such goods, (vii) goods or services that the Consumer would not reasonably expect to receive and only supply the relevant goods or services in accordance with applicable laws, (viii) goods or services for which the Merchant has received or expects to receive payment in any other form, (ix) any amounts for which a Consumer has not specifically authorised payment through Straal or Acquirer, (x) cash, traveler's checks, cash equivalents, or other negotiable instruments, (xi) Merchant will not deposit any transaction for the purpose of obtaining or providing a cash advance, (xii) amounts which do not represent a bona fide sale of goods or services by Merchant, (xiii) Merchant will not submit any transactions that are illegal under applicable law or immoral or those transactions which could damage the goodwill or reflect negatively on Card Association brands, Straal or Acquirer, (xiv) prohibited cross border activities, (xv) gaming or gambling transactions (unless specifically authorised), and/or (xvi) and transactions arising from: (a) illegal sale of drugs and controlled substances, (b) the non-face-to-face sale of prescription drugs, (c) sale of certain types of drugs or chemicals (such as synthetic drugs, salvia divinorum, psilocybin mushrooms and spores, and nitrite inhalants), (d) illegal sale of tobacco products, (e) sale or distribution of pornography, (f) prostitution, (g) depiction of sexual acts with persons being under the influence of intoxicating agents, hypnosis or with sleeping persons, (h) sale or distribution services based on offering telephone or chat services regarded as being of a sexual nature if the payment is processed through JCB credit cards, (i) illegal sale of child exploitation, (j) content which is subject to the applicable law governing the protection of young persons, (k) sale or distribution of counterfeit merchandise, (l) sale of goods or services in violation of intellectual property rights, (m) sale of illegal electronic devices (such as modification chips and jammers), (n) which include, or are associated with, instructions on how to produce weapons, bombs or other explosive devices, (o) guns, (p) rape, (q) hate, (r) violence, (s) bestiality, (t) illegal, depiction of mutilation of a person or body part, (u) human trafficking and exploitation, and/or (v) illegal sale of goods or products that consist of endangered species or their products;
 8. reverse engineer, disassemble or decompile software provided by Straal, unless expressly permitted by the applicable provisions of law;
 9. decompile, disassemble software provided by Straal or any of its parts, identify or attempt to identify any source codes, algorithms, methods or techniques used or reflected in the software provided by Straal;
 10. modify, translate, remake, adapt, develop the software provided by Straal or otherwise create derivative works in relation to the software provided by Straal;
 11. distribute, disclose, sell, rent, lease, assign, sublicense, set pledge or transfer in other way the services or software provided by Straal, fully or in part, to the third parties;
 12. erase or modify any references to copyrights, trademarks or other annotations, legends, symbols or signs that appear on software provided by Straal or in the Technical Solutions, the Technical Documentation, or the Website;
 13. provide Straal with information which are false, inaccurate or misleading;
 14. refuse or evade from confirmation of its identity or any other information provided by Straal;
 15. conduct activity or use the Services provided by Straal in a way that may result in complaints, disputes, charges, penalties and other burdens to Straal or third parties;
 16. take actions or omissions that may expose Straal to credit risk, risk of fraud, breach of duties related to anti-money laundering and terrorist financing or other statutory obligations or to a sudden increase of risk (assessed pursuant to the procedures adopted by Straal based on the information available);
 17. take any actions, as a result of which Straal's system or any part of Straal's infrastructure will be charged in an unreasonable or disproportionate manner;

18. refuse to provide information or documents requested by Straal;
19. transfer or receive money acquired in illegal manner;
20. refuse to cooperate with Straal in investigation of violations;
21. make any cash refund to a Consumer who has made a purchase with a Card Payment;
22. using Services provided by Straal in websites or portals other than Merchant's Website accepted by Straal.

10. Scheme Rules and Chargebacks

1. The Merchant agrees to comply with the Scheme Rules, available at www.visaeurope.com and www.mastercard.com. In the event of any inconsistency between any provisions of the Agreement and Scheme Rules, the Scheme Rules shall prevail.
2. The Merchant agrees that Acquirer and a respective Card Association have the right to enforce any provision of the Scheme Rules and to prohibit the Merchant from engaging in any conduct that a respective Card Association deem could injure or could create a risk of injury to the respective Card Association, including injury to reputation, or that could adversely affect the integrity of the interchange system, the respective Card Association confidential information or both. The Merchant will not take any action that could interfere with or prevent the exercise of this right by a respective Card Association.
3. The Merchant also agrees to pay the Straal the full amount of any fees, charges, fines or penalties assessed against the Straal by any Card Association or issuer of the payment card for the Merchant's violation of the Scheme Rules.
4. Each and every Card Payment that has been processed may be subject to a Chargeback, in accordance with the Scheme Rules.
5. In case of a Chargeback, the Straal shall deduct the full amount of the Chargeback from the Merchant's funds received by Straal for Merchant as a payee of Payment Transaction and Merchant will be notified of such Chargeback by the Straal. Such an event allows the Straal to charge the Merchant a chargeback fee.
6. Straal will maintain at all times the Rolling Reserve. Straal will fund the Reserve, replenish and maintain it at the designated level by deducting the required amounts from funds due to Merchant. Straal may, at its sole discretion, at any time, and without prior notice draw and receive amounts from the Reserve as required to cover any amounts owed to Straal or to Card Associations in connection with this Agreement, which cannot be deducted from the funds due to Merchant because of lack of funds or otherwise. Straal may subsequently replenish the Reserve from funds due to Merchant under this Agreement or require that Merchant makes a payment to Straal for the amount required to replenish the Reserve.
7. Unless otherwise advised by Straal, the amount of the Reserve shall be five percent (5%) of the total of all approved and settled Payment Transactions within a specific calendar week and will be held and maintained for a minimum of six (6) months from the end of such calendar week, on a rolling basis. Straal may change the Merchant's Reserve upon notice and at Straal sole discretion depending on refund ratios, fraud ratios, Chargeback ratios and other risk considerations. Upon expiration of this six (6) month period any balance remaining as Reserve will be transferred to Merchant. Straal will inform Merchant of any charges debited to the Reserve during this period. Merchant expressly acknowledges and agrees to any charge or debit made against the Reserve, including, without limitation, as a result of the exercise of chargeback rights.
8. Should the Merchant wish to dispute a Chargeback, it has to notify the Straal, as instructed, and supply it with any and all required documentation supporting its claim, in accordance to Scheme Rules. Following the submission of such documents, the Straal will raise the dispute with the Card Association which will make a final decision regarding the Chargeback. Should the Card Association decide that the amount of the Chargeback should be returned to the Merchant, the Straal shall, without undue delay, credit the Chargeback amount back to the Merchant. The Straal's entitlement to the chargeback fee is not affected.
9. The Merchant acknowledges that Acquirer and/or Card Associations may impose certain assessments in connection to Merchant exceeding the chargeback and/or fraud ratios and/or limits, which are set by these organisations and may be updated from time to time. In the event that Merchant exceeds any allowable ratio, Merchant shall reimburse any assessments imposed by aforementioned organisations. In the event indicated in the preceding sentence Straal has right, in its sole discretion, to suspend Services.
10. The Merchant will display prominently at Merchant Website, logos of the Card Associations provided by Straal directly.

11. Payments

1. In respect to the Services provided to Merchant, Straal charges fees on the terms and in the amount and pursuant to the manner of fees calculation set forth in Fees Guide.
2. All fees and Commissions charged by Straal for Acquiring Services are charged according to the Fees Guide and settlement schedule agreed by the parties, which may be changed by mutual agreement of the parties from time to time. The information on fees, Commissions and settlement schedule may be retrieved from the Merchant's Account or may be provided by Straal on a Merchant's request.
3. The fees, Commissions, Chargebacks and other due amounts will be deducted by Straal from funds paid to Merchant or otherwise charged to the Merchant.
4. All fees and Commissions charged by Straal are confirmed by an invoice issued by Straal at the end of each month of the duration of the Agreement. Merchant grants its consent to obtain electronic invoices from Straal. The invoices will be sent to the Merchant's e-mail address indicated in the Information Template. The payment of invoices is due within 14 days from the issuance of the invoices by Straal.
5. Where any request, Card Payment or another transaction, including disputed, arbitration or reversed Card Payment or another transaction, involves third party costs, the Merchant remains liable for these and they will be deducted from the Merchant or otherwise charged to the Merchant.
6. The Merchant agrees that any fees and other amounts due and payable to Straal under the Agreement may be deducted from funds paid to the Merchant without notice. Such deductions may be made at any time.
7. The Merchant remains liable to Straal for the full amount of the payment and any fees deducted therefrom if the payment is later reversed for any reason (the "Reversal Amount"). In the event of a payment reversal, Straal will first deduct the Reversal Amount from funds received by Straal for Merchant as a payee of Payment Transaction. If Straal is unable to fully recover the Reversal Amount and the applicable third party Chargeback or reversal fee by the deductions made from the above-mentioned funds (including any funds received after the payment reversal), the Merchant is required to repay the Reversal Amount. Commissions and fees charged by Straal in relation to execution of the Payment Transaction, which were then subject to a refund or a complaint (chargeback) procedure, are not to be returned to the Merchant.
8. The fee is paid in the currency(ies) indicated in the Agreement. Where transactions are performed in other currency than to be settled, Straal has a right to exchange funds to necessary currency by applying currency exchange rate provided by the Acquirer. In order to pay fee, Straal may make a deduction in accordance with clause 4 above.
9. All costs relating to transfer fees, Commissions, Chargebacks and other due amounts to Straal will be covered by Merchant.

12. Communication and technical support

1. Straal shall contact the Merchant via e-mail or mobile phone (SMS), therefore, at all times the Merchant must maintain at least one valid e-mail address and one mobile phone number in the Merchant's profile on the Merchant Account. The Merchants are required to check for incoming messages regularly and frequently on the Merchant Account, mailbox and mobile phone.
2. Where legislation requires to provide information to the Merchant on a Durable Medium, Straal will communicate it through Merchant e-mail.
3. The Merchant may contact Straal at any time using contact methods as available on the Website.

4. Straal communicates in English and Polish; therefore, Straal accepts communication made only in English and Polish. Straal does not have obligation to communicate (or continue communicating) or accept any documents in languages other than English or Polish.
5. Agreement (and all annexes thereof) shall be made in the English or Polish language.
6. Merchant may request a copy of the Agreement or any other contractual document relevant to the Merchant.
7. If the Agreement or any other documents (applications, forms, etc.) provided to Straal do not contain the Merchant's up-to-date contact information, Straal shall have the right to give the notification according to the latest contact information indicated by the Merchant.
8. The Merchant shall notify Straal and, in case of amendments, immediately update the contact data (telephone number, email address and post address) on Merchant Account, which Straal could use to contact the Merchant. The Merchant may be asked to provide relevant documents in evidence of a change in the contact information. In case of failure to fulfill such duty, it shall be deemed that any notification sent according to the latest information indicated to the Merchant has been duly sent, and any obligation fulfilled based on such information has been duly fulfilled.
9. The Parties shall immediately inform each other about any circumstances significant for execution of the Agreement. The Merchant shall submit documents substantiating such circumstances (e.g. changes in the name, address, email address, phone number and other contact data, changes in representatives of the Merchant, changes in signatures of representatives of the Merchant, initiation and opening of restructuring or bankruptcy proceedings against the Merchant, liquidation, reorganisation or restructuring of the Merchant, etc.), regardless of whether this information is already transferred to public registers or not.
10. If you did not receive notifications from us that you had to receive pursuant to the Agreement or pursuant to a separate arrangement with Straal, you must immediately inform Straal.
11. The Merchant shall inform Straal in writing of any changes to its business (including any change of control or constitution), business model or the goods and/or services it sells, leases or distributes, which might have an adverse impact on Straal's compliance with applicable law.
12. Straal ensures support in the scope of functioning of the Technical Solution from Monday to Friday between 9 and 17. Support for Merchants based in United Kingdom and European Economic Area is provided via e-mail: itsupport@straal.com and telephone: +48 22 263 03 09.
13. Straal ensures that Straal's consultants will respond without undue delay. Usually, the response occurs within two Business Days from the receipt of the notification.

13. Complaints

1. The Merchant has the right to submit a complaint to Straal. Straal examines such complaints and, no later than within fifteen Business Days of the day of receipt of the complaint, provide on paper or via e-mail (on what both Parties agree), reasoned and documented reply to the complaint. In exceptional situations, if the answer cannot be given within 15 business days for reasons beyond the control of the Straal, Straal shall send a holding reply, clearly indicating the reasons for a delay in answering to the complaint and specifying the deadline by which the Merchant will receive the final reply. In any event, the deadline for receiving the final reply shall not exceed 35 business days. Straal shall examine the Merchant's complaints free of charge.
2. Complaints shall be settled in the English or Polish language.
3. The Merchant shall regularly monitor Merchant Account and review any and all Payment Transactions and notify Straal without undue delay on becoming aware of any unauthorised or incorrectly executed Payment Transactions. If the Merchant fails to notify the Straal, promptly, but in any case not later within the period provided for by the provisions of generally applicable law, the Merchant shall not obtain rectification from the Straal.
4. Straal shall refund to the Merchant the amount of the unauthorised Payment Transaction immediately, and in any event no later than by the end of the following Business Day, after noting or being notified of the transaction, except where:
 1. Straal has reasonable grounds for suspecting fraud and communicates those grounds to the supervisory authority in writing;
 2. the Merchant filed a complaint after the date indicated in point 3 above;
 3. Straal examined the complaint within one Business Day from the date of receipt of the complaint and as a result of its examination stated that it is the Merchant who is responsible for this unauthorised Payment Transaction in accordance with Agreement.

Making a refund within the period specified in this point does not mean that the Straal has examined the complaint. Straal, despite making a refund, will continue the complaint proceeding in accordance with point 1 above. If, as a result, Straal does not recognize the complaint, it charges the Merchant with the amount that was refunded.
5. It is for the Merchant to prove that the Payment Transaction was authenticated or unauthorised.
6. In case Straal's reply to the Merchant's complaint does not satisfy the Merchant, or in case the Merchant considers that the Straal has violated Merchant's rights or legitimate interests in contractual or related relations, the Merchant has the right to submit a complaint or request to the Financial Ombudsman Service. Contacts: <https://www.financial-ombudsman.org.uk/>.
7. Information on the procedure for submitting complaints or requests is provided here: <https://www.financial-ombudsman.org.uk/>.

14. Personal data protection

1. Merchant attests that it is the controller of personal data within the meaning of the General Data Protection Regulations („Data Controller“).
2. Merchant agrees to receive commercial and marketing information from Straal.
3. Data Controller entrusts to Straal the processing of personal data within the meaning of the General Data Protection Regulations for and on behalf of the Data Controller.
4. Personal data processing shall be entrusted to Straal for a period of the performance of the Agreement and for the purpose of its performance.
5. The types of personal data which will be processed by Straal include i) Merchant's name, (ii) password, (iii) e-mail address, (iv) name and surname or company's name, (v) postal address, (vi) country, (vii) data concerning payments.
6. Categories of personal data which will be processed by Straal include only Merchant's data.
7. The scope of personal data processing shall include the following operations performed on the personal data: collecting, recording, storing, transferring, preparing, amending, making the data available, profiling with the use of personal data, deleting personal data both in paper form, as well as in the IT systems.
8. The processing party shall be entitled to further entrust the processing of personal data to subcontractors. The processing party shall inform the Data Controller of any intended changes concerning the addition or replacement of other processors, thereby giving the Data Controller the opportunity to object to such changes within 7 days of being informed about such changes.
9. The processing party undertakes to ensure the security of personal data entrusted for personal data processing, and in particular the processing party:
 1. undertakes to process personal data in accordance with the General Data Protection Regulation of the EU in particular, to formulate and apply appropriate documentation and procedures for personal data processing, as well as technical, informational and legal security measures, as required by the provisions of the England and Wales and European Union law, including *inter alia*:
 - i. the pseudonymisation and encryption of personal data;
 - ii. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - iii. the ability to restore the availability and access to personal data in a timely manner in the event of technical problems or any other incident;
 - iv. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of personal data processing.

2. undertakes to take measures, before starting to process personal data, for securing the personal data, as referred to in the General Data Protection Regulation;
 3. shall only admit the people for personal data processing who shall be authorised by the processing party to process personal data;
 4. represents that all persons authorised to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 5. shall keep records of persons authorised for personal data processing;
 6. shall immediately inform the Data Controller of any instance of any breach, whatsoever, of the security of personal data entrusted to the processing party and processed on the basis of this Agreement;
 7. shall grant the Data Controller, on its request, any necessary information on all personal data stored by the processing party.
10. The processing party warrants that:
1. it will process personal data only on documented instructions from the Data Controller, including with regard to transfers of personal data to a third country or an international organisation;
 2. it will respect the conditions for engaging another data processors;
 3. it will assist the Data Controller in ensuring compliance with the obligations imposed on Data Controller by General Data Protection Regulations, taking into account the nature of personal data processing and the information available to the processing party;
 4. it will make available to the Data Controller all information necessary to demonstrate compliance with the obligations imposed on Data Controller under General Data Protection Regulations, and allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller; it will also immediately inform the Data Controller if, in its opinion, an instruction of the Data Controller infringes provisions of the General Data Protection Regulations.
11. The processing party or its representative shall maintain a record (in writing or in electronic form) of all categories of processing activities carried out on behalf of the Data Controller, containing:
1. the name, surname and contact details of the processing party or its subcontractors and of the Data Controller, and, where applicable, of the Data Controller's or the processing party's representative, and the data protection officer;
 2. the categories of personal data processing carried out on behalf of the Data Controller;
 3. where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and including, where applicable, the documentation of suitable safeguards;
 4. where possible, a general description of the technical and organisational security measures.
12. The Merchant hereby consents to have personal data further entrusted to the following categories of recipients:
1. entities providing services of storing data on secure servers located in the EEA;
 2. entities providing financial services, i.e. safeguarding accounts, settlement to merchant, receivable from the Acquirer;
 3. entities providing Anti-fraud Services, i.e. fraud prevention;
 4. entities providing acquirer sponsorship and transaction processing services;
 5. entities providing services related to Merchant application and onboarding;
 6. entities providing services related to Merchant onboarding and monitoring;
 7. entities providing services related to customer support.

15. Intellectual property

1. Straal grants to Merchant a limited, revocable, non-exclusive, non-transferable, worldwide right to use the Services, including in particular the Technical Solution, solely for the Merchant's own internal business purposes and subject to the terms of this Agreement. Straal owns all rights, title and interest, including all related intellectual property rights, in and to the Services and Technical Solution, any software delivered to the Merchant, any technology embodied or implemented in the Services, any computer code provided by Straal for the Merchant's particular website and computer network. Except for the limited rights granted in this Agreement, Merchant is not granted any licences or rights in any intellectual property of Straal.
2. The name "Straal" shall not be used in connection with products or services of third parties in any way which may be confusing for clients or potential clients.
3. Straal grants to Merchant, without additional remuneration, non-exclusive, not territorially limited and non-transferable license to use Straal's name and logo to inform Consumers and users of its website of cooperation with Straal and the possibility of making payments with Straal Services. The license is granted for the duration of the Agreement.
4. It is forbidden to – without written consent of Straal – sell, license, rent, modify, distribute, reproduce, transmit, publish, adapt, publicly present or create works with the use of materials or content which Straal makes available on its website or as part of Services, including in particular the Technical Solution.
5. Merchant grants to Straal, without additional remuneration, for the duration of the Agreement, non-exclusive, not territorially limited license to use, present or copy Merchant's name and logo solely for the purpose of marketing of Straal's services.
6. The Merchant accepts that respective Acquirers and Card Associations are sole and exclusive owners of the respective brands, names, logos, trademarks, trade names or service marks which are property of Acquirers and Card Associations (the "Marks"). The Merchant agrees not to contest the ownership of the Marks. The Merchant also agrees that:
 - a. it will use Marks in compliance to brand standards established by Card Associations and will limit the usage to promotional materials and Merchant Website to indicate that the respective payment methods are accepted as payment for goods and services;
 - b. it will not use Marks and/or refer to Marks owners or licensors in any way which either directly or indirectly suggests or implies that the Mark owner or licensor endorse: (i) any goods or services other than their own, or (ii) any product, service or third party standards for authentication. Merchant may not refer to ny of the Marks owners stating eligibility for Merchant's products or services, as the providers or point of reference for Merchant's products or services and/or to indicate payment acceptance;
 - c. it will change or remove a display of the Marks immediately upon request of the Acquirer or Card Association;
 - d. Acquirers and Card Associations may at any time, immediately and without advance notice, prohibit the Merchant from using Marks for any reason.

16. Liability

1. In no event shall Straal bear contractual or non-contractual liability for any loss of profit or revenue by Merchant, or for any other damages incurred by Merchant related to Services rendered by Straal, even if Merchant has advised of the possibility of such loss or damages. Merchant further agrees that the total contractual and non-contractual liability of Straal for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of Straal, shall not exceed an amount equal to the amount actually paid by Merchant to Straal for services during the last 3 (three) months period preceding the date when Straal learned about Merchant's claim.
2. Straal shall not be liable for providing transactional data concerning Payment Transactions, including Card Payments, to Straal servers, if the integration of Merchant's system with Straal's system is not performed in accordance with the Technical Documentation. Merchant is entirely responsible for the correctness and proper format of data sent to Straal's servers.
3. Straal bears liability for the proper performance of Services, however, due to the specification of the Services, it does not guarantee the finalisation of the Payment Transaction, unless the lack of finalisation is solely due to Straal.
4. Straal shall not be liable for the damages of any third party, including Merchants, if it arises in connection with a breach of any of the provisions of the Terms and Conditions or the Agreement by Merchant.

5. The Merchant shall be liable for, and shall indemnify Straal from and against, any and all liabilities, obligations, losses, damages, claims, actions and suits, and any and all reasonable costs, expenses and disbursements of any kind and nature whatsoever, which may at any time be imposed on, incurred by or asserted against the Straal in any way relating to or arising out of engagement of Merchant's obligations under this Agreement.
6. Straal is only liable for unauthorised Payment Transactions and orders where the Straal has acted fraudulently.
7. In all cases, Straal shall not be liable for non-receipt of profit and income by the Merchant, loss of reputation of the Merchant, loss or failure of Merchant's business, and indirect damages.
8. The Merchant obligates to leave Straal and its partners engaged for the provision of Services harmless from any claim, expenses or costs (including legal expenses and fines) that Straal incurs or suffers due to breach of Agreement or breach of any applicable law or regulation. The Merchant will be informed about the total amount of the claim, expenses or cost incurred by Straal with respect to the events listed above.
9. Straal does not guarantee uninterrupted Technical Solution, because operation Technical Solution may be influenced (disordered) by many factors beyond control of Straal. Straal shall not be liable for consequences originating due to Technical Solution operation disorders if such disorders occur not due to the fault of Straal.
10. Straal is not liable for any loss or inconvenience which results due to the Merchant's failure to keep up to date the information requested under the Agreement.
11. Straal is not liable for the circumstances where Straal suspends, block, reject or terminates Services under the mandatory law provisions or under the Agreement.
12. Straal is not liable for non-executed or defectively executed Payment Transaction if Merchant, bank, other payment services provider, intermediary or other third party is liable for the non-execution or defective execution of the Payment Transaction.
13. Straal is not responsible for any loss or inconvenience which results due to incorrect, unlawful or violating the Agreement use of the Services by the Merchant.
14. Neither Party shall be liable for any delay or failure to perform its obligations if they arise due to force majeure or other events which the Party concerned could not foresee or which were beyond Party's control.
15. The Merchant shall cooperate with Straal to investigate any suspected illegal, fraudulent or improper activity.
16. Limitations of Straal liability shall not be applied if such limitations are prohibited by the applicable law.

17. Dormant Accounts

1. In the event that the Merchant doesn't process any transactions on their account within 120 days, Straal has the right to disable the Merchant account.
2. In the event that the Merchant doesn't process any transactions on their account within one year, Straal shall treat the account as dormant.
3. The Merchant will be notified in advance, before their account is disabled or classified as dormant.
4. In order to reactivate dormant or disabled accounts, for fraud prevention purposes the Merchant will be required to undergo additional KYC checks.
5. Pursuant to the existing regulatory framework, Straal will continue to safeguard funds on dormant and disabled Merchant accounts with an associated 10EUR/GBP monthly charge. It is when Straal may consider delivering the abandoned funds to various government agencies. While the account is inactive / dormant, the Merchant won't be able to make any transactions, including withdrawals or payments.
6. If after one year of inactivity, the merchant still has any funds left dormant in a Straal Account and they do not give Straal instructions where to send them, Straal may be required by regulatory framework to deem the funds to be abandoned by the merchant, and to deliver them to public bodies (such as Reclaim Fund Limited). To the extent required by regulatory framework, Straal will attempt to provide merchant notice if Straal holds funds payable to them in an account beyond the applicable dormancy period for abandoned funds. If Straal is unable to contact the Merchant, the funds on the Merchant account will be treated as abandoned, and Straal will transfer them to the appropriate public body managing dormant or abandoned funds.
7. If Straal transfers the balance of a dormant account to an appropriate public body, the Merchant will have the right to payment of their balance from the relevant authority. However, Straal will remain responsible for managing all aspects of the relationship with the Merchant and for handling all repayment claims (which we'll do on behalf of the authority). Therefore the Merchant should continue to contact Straal in the usual way if they have any queries or complaints in relation to their account with Straal or their balance.

18. Duration of the Agreement

1. Duration of the Agreement is set out in the Agreement.
2. In case the Agreement is concluded for an indefinite period of time, it may be terminated with one month notice period, with effect at the end of the calendar month. The notice of termination must be delivered to the other Party in writing, under pain of invalidity.
3. Straal may dissolve the Agreement with immediate effect, notifying the Merchant in writing or by e-mail, if:
 1. the Merchant is in delay in payment for the services lasting more than 3 (three) months;
 2. the Merchant uses the services provided by Straal contrary to its purpose;
 3. the Merchant aggregates or resales the services provided by Straal to the third parties;
 4. the Merchant is in difficult financial situation, what significantly increases the risk of its insolvency;
 5. the Merchant does not provide information or documents requested by Straal;
 6. the Merchant violates the Agreement;
 7. the Merchant violates any applicable laws;
 8. there is negative change in the financial condition of the Merchant;
 9. there is a decision of the Acquirer or Card Association in this respect;
 10. there is an activity deemed to be fraudulent or otherwise wrongful by Straal, Acquirer or Card Associations.
4. The Agreement shall automatically and immediately terminate if a Card Association de-registers Straal, the Acquirer ceases to be a member of a specific Card Association, the Acquirer decides to terminate the Merchant or if the agreement between Straal and Acquirer expires or terminates for any reason.
5. In case the Agreement is terminated or dissolved by any Party all fees due to Straal under the Agreement will become payable on the date of termination of the Agreement.
6. Termination of the Agreement does not exempt Merchant from appropriate execution of all responsibilities to Straal which have arisen till the termination.

19. Confidentiality

1. All information relating to Merchant or Straal that is confidential, or which is clearly marked as such, shall be held in confidence by the other Party and shall not be disclosed or used by the other Party except to the extent that such disclosure or use is necessary for the performance of Services by Straal. Confidential information shall also include all personal, confidential or proprietary information of third parties, including Acquirers and Card Associations as well as service providers, used in provision of Services.
2. The obligation of confidentiality shall extend for a period of 1 (one) year after the termination of this Agreement, but shall not apply with respect to information that lawfully becomes a part of the public domain, or of which the Parties gained knowledge or possession free of any confidentiality obligation.
3. Confidential information shall not include information which:
 1. is or becomes generally available to the public other than as a result of a disclosure by either Party, its agents, representatives or employees; or

2. becomes available to either Party on a non-confidential basis from a source other than the other Party or its agents, representatives or employees which is not prohibited from disclosing such information by a legal or contractual obligation;
3. shall be disclosed pursuant to the applicable provisions of law.

20. Final provisions

1. Straal has the right to unilaterally amend the Terms and Conditions, Fees Guide and other annexes to the Agreement;
2. Straal shall notify the Merchant of changes to the Terms and Conditions, Fees Guide and other annexes to the Agreement via e-mail to the Merchant's e-mail address, no later than thirty (30) days before the day on which the changes will take effect.
3. Merchant declares that by continuing to use the Services after Straal's unilateral amendments to the Terms and Conditions, Fees Guide and other annexes to the Agreement, it accepts such amendments. If Merchant does not accept such amendments, Merchant has the right to object within 14 days of the date of sending the changes by Straal, by sending e-mail to Straal's e-mail address. Submission of an objection by Merchant results in termination of the Agreement with a 1-month notice period.
4. The Merchant has no right to change the Terms and Conditions, Fees Guide and other annexes to the Agreement unilaterally.
5. Merchant may not, without a prior written consent of Straal, transfer its rights and obligations under the Agreement to any third party.
6. The provisions of laws of England and Wales shall apply to matters not regulated in the Terms and Conditions and the Agreement.
7. All disputes arising out of or in connection with the Agreement shall be settled by a common court for the registered office of the Straal.
8. The Terms and Conditions, Fees Guide and the Agreement constitute the entire agreement between the Parties and replace any previous settlements, agreements, declarations and understandings (in relation to the subject matter of the Agreement).
9. None of the provisions of the Terms and Conditions or the Agreement create a power of attorney relationship, employer-employee relationship or joint-venture between the Parties.