

Terms and Conditions

Last updated: 21.3.2025

1. DEFINITIONS

1.1. Affiliate – with respect to any person, regardless of its legal form, a person which, directly or indirectly, (i) controls that person, (ii) is controlled by that person, (iii) shares a common control with that person, or (iv) provides goods or services to Users on the Website or Application; “control” for this purpose means direct or indirect ownership of more than 50% voting power.

1.2. Agreement – the Payment Services Agreement executed between the Parties, including the Service Order, entered into between them, these Terms and Conditions, the Data Processing Agreement, the Payment Method Terms of Use, the Website Requirements (Guidance), the Merchant Application Form submitted by the MERCHANT and any other document expressly specified by the Parties as part of the Agreement.

1.3. Applicable Laws – any legislation (including PSRs 2017) and any guidance, opinions, rules or requirements issued by any Regulator in any relevant jurisdiction which are applicable to a Party, its affairs and/or the activities contemplated by the Agreement, each as amended, re-enacted, implemented, superseded or replaced from time to time.

1.4. Application – any application software which is an e-commerce point of sale designated by the MERCHANT in the Merchant Application Form or otherwise communicated to Amaiz by the MERCHANT and approved by Amaiz to be included in the Services scope.

1.5. Card – card-based payment instrument the issuance and/or processing of which are governed by the rules of a Card Organisation.

1.6. Card Acquiring Services – Pay-in Services related to Transactions that are made using Cards.



1.7. Card Organisation – Visa, Mastercard or other similar Card payment networks.

1.8. Confidential Information – all confidential information (however recorded or preserved) of a Party, whether provided before or after the date of the Agreement, including (i) information which relates to the existence and terms of the Agreement or is described as confidential by the disclosing Party at the time of the relevant disclosure, (ii) information that would be regarded as confidential by a reasonable business person relating to the disclosing Party’s business, assets, affairs, customers, clients, suppliers, operations, processes, product information, know-how, designs, trade secrets or software and (iii) anything which by its nature, is clearly confidential, but excluding information which the Parties agree in writing is not confidential or may be disclosed or is developed by or for the receiving Party independently of the information disclosed by the disclosing Party.

1.9. Holdback – an amount of the MERCHANT’s funds withheld by Amaiz in accordance with the “Holdback” clause of the relevant Service Order as security for amounts owed by the MERCHANT to Amaiz.

1.10. Insolvency Event – any of the following events in respect of a Party:

(i) the Party is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(ii) any proposal or arrangement, howsoever described, is made with (or for the benefit of) the Party’s creditors as well as any procedure or order (including issued by any court of competence), whether voluntary or mandatory, is initiated, with respect to the rescheduling or re-arranging of its debts, its winding up, the appointment of an administrator or receiver over it, or attachment or sequestration or other forced execution on or against it or its assets;

or (iii) any event which is the equivalent of or similar to (i) or (ii) in any jurisdiction to which the Party is subject.

1.11. Merchant Interface – the online software provided to the MERCHANT by Amaiz where the MERCHANT may view certain information on the Transactions and utilise other applicable functionalities.

1.12. Merchant Application Form – the merchant application form provided by Amaiz to the Merchant and required to be completed by the MERCHANT within the performance of customer due diligence measures by Amaiz.



1.13. Operational Statement – a financial information report prepared and made available to the MERCHANT by Amaiz under this Agreement.

1.14. Pay-in Services – services provided by Amaiz in relation to accepting and/or processing of Transactions which results in transferring the received Transaction amounts to the MERCHANT or as otherwise agreed between the Parties.

1.15. Payment Method – any payment method, procedure, system, made available by Amaiz to the MERCHANT under the Agreement.

1.16. Payment Method Provider – the provider or operator of any Payment Method or the person that sets the rules or requirements for any Payment Method, including Card Organisations.

1.17. Pay-out Services – services provided by Amaiz in relation to accepting and/or processing of Transactions initiated by the MERCHANT under which funds are transferred to any User or any other payee as designated by the MERCHANT.

1.18. PSRs 2017 – the Payment Services Regulations 2017 (SI 2017/752) of the United Kingdom.

1.19. Regulator – any person which may exercise powers or functions, to enforce, supervise or monitor compliance by a Party with Applicable Laws and which has jurisdictional competence over a Party, its affairs and/or the Agreement.

1.20. Services – all services provided by Amaiz to the MERCHANT under the Agreement, as specified in the Service Order.

1.21. Service Fees – the fees included in the Service Order or otherwise expressly agreed between the Parties.

1.22. Transaction – as applicable, (i) a transaction within the Pay-in Services whereby a User uses or attempts to use a Card or any other Payment Method to purchase goods or services via the Website and/or Application, (ii) a transaction within the Pay-out Services which is initiated by the MERCHANT for the transfer of funds to a User or any other payee as specified by the MERCHANT, or (iii) any transaction ancillary to (i) or (ii), including refunds, reversals, etc.



1.23. Transaction Dispute – a User’s dispute of a Transaction by means of a retrieval request, chargeback and other disputing procedure in accordance with the rules of the relevant Payment Method Provider.

1.24. User – a person that intends to use services or purchase goods or which is using services or has purchased goods through the Website and/or Application and that makes use of the Services provided to the MERCHANT by Amaiz.

1.25. Website – a website and/or other e-commerce point of sale designated by the MERCHANT in its Merchant Application Form or otherwise communicated to Amaiz by the MERCHANT and approved by Amaiz to be included in the Services scope.

2. GENERAL TERMS

2.1. The MERCHANT hereby requests Amaiz and Amaiz agrees, to provide the Services in accordance with the Agreement.

2.2. Amaiz shall have no obligation to provide any Service in relation to a particular Website or Application unless that Website or Application has been accepted by Amaiz for these purposes.

2.3. The MERCHANT acknowledges that Amaiz is able to provide Services only upon completion of the technical integration or other technical set-up between the Parties, including, where applicable, authorised third parties. Therefore, the MERCHANT agrees that it shall adhere to Amaiz’s technical documentation, which may be changed from time to time at Amaiz’s sole discretion (notifying the MERCHANT on such changes where they materially affect the technical set-up between the Parties, in which case, Amaiz shall endeavour to notify the MERCHANT as soon as practicable), instructions regarding the technical integration or set-up and instructions regarding the information to be provided for the initiation or processing of Transactions, and, where applicable, ensure that an authorised third party adheres to the same.

2.4. In respect of any of the Services that constitutes a payment service as defined in PSRs 2017:

2.4.1. the MERCHANT represents and warrants that it is not a “consumer”, a “micro-enterprise” or a “charity” as each term is defined in PSRs 2017; and

2.4.2. the MERCHANT agrees that:

2.4.2.1. any and all of the provisions of Part 6 in PSRs 2017 do not apply; and



2.4.2.2. any and all of the following regulations in PSRs 2017 do not apply: regulations 66 (1) (charges), 67 (3) and (4) (withdrawal of consent), 75 (evidence on authentication and execution), 77 (payer or payee's liability for unauthorised transactions), 79 (refunds for direct debits), 80 (requests for direct debit refunds), 83 (revocation of a payment order), 91 (defective execution of payer-initiated transactions), 92 (defective execution of payee-initiated transactions) and 94 (liability for charges and interest).

2.5. Each Party represents and warrants on a continuous basis during the term of the Agreement that:

2.5.1. it has full power and authority as well as all necessary authorisation, licence, permission and approval (if required under any Applicable Laws), to enter into and perform the Agreement;

2.5.2. its entry into and performance of the Agreement does not, in any material aspect, breach or cause it to be in breach of any agreement, document or licence (including intellectual property licence) that is binding on it;

2.5.3. all information, data and materials provided by it under the Agreement are accurate and complete in all material respects;

2.5.4. no Insolvency Event exists or is threatened in relation to it; and

2.5.5. it is not in material breach of any Applicable Laws.

2.6. Except as expressly provided in the Agreement, there are no conditions, warranties or other terms binding on the Parties with respect to the actions contemplated by the Agreement and to the extent that it is lawful to do, any such condition, warranty or other terms that might otherwise be implied or incorporated herein, whether by statute, common law or otherwise, is excluded.

3. FEES AND REPORTING

3.1. The MERCHANT shall pay the Service Fees to Amaiz.



3.2. Amaiz shall be entitled to deduct, set off or otherwise withhold, in whole or in part, any and all liabilities, obligations or amounts owed by the MERCHANT to Amaiz under the Agreement (and under any other agreement between the Parties) including any Service Fees (the “first amount”), from or against any and all liabilities, obligations or amounts owed by Amaiz to the MERCHANT or otherwise held by Amaiz for the MERCHANT (the “second amount”). If the value of the second amount is not sufficient to cover the first amount (the “shortfall”), the MERCHANT shall, within 10 (ten) working days after receipt of the Operational Statement relevant to that second amount, pay the shortfall by wire transfer to an account specified by Amaiz.

3.3. Where currency exchange is required, the MERCHANT shall cover the currency exchange costs.

3.4. Amaiz shall provide an Operational Statement to the MERCHANT for each Reporting Period within the applicable Reporting Window.

3.5. Information contained in an Operational Statement shall be deemed conclusive and correct, unless the MERCHANT notifies Amaiz of any identified error or disagreement within 30 (thirty) working days after the last day of the Reporting Window relevant to that Operational Statement.

4. COMPLIANCE

4.1. The MERCHANT acknowledges that Amaiz may be required by a Payment Method Provider to comply with certain requirements that may impact on the provision of the relevant Services to the MERCHANT, including requirements on Amaiz (i) to obtain any acknowledgement, confirmation, understanding or other comfort from, (ii) to impose any obligation on or (iii) to be otherwise responsible for any action or inaction taken by, any merchant to which it provides the relevant Services (such requirements or obligations, the “Relevant Payment Method Provider Requirements”). The MERCHANT agrees that:

4.1.1. it shall comply with any and all Relevant Payment Method Provider Requirements as if any obligation that is meant to require Amaiz to do or refrain from doing or to be otherwise responsible for, anything in respect of a merchant to which it provides the relevant Services was a direct obligation on the MERCHANT to do or refrain from doing or to be otherwise responsible for, that thing; and

4.1.2. it shall not take any action or inaction that may cause Amaiz to be in breach or non-compliance with any Relevant Payment Method Provider Requirements.



4.2. The MERCHANT acknowledges and agrees that it alone shall be responsible for familiarising itself with the Relevant Payment Method Provider Requirements..

4.3. As part of adherence to the rules of Card Organisations, where applicable, the MERCHANT shall comply with the Website Requirements (Guidance).. For the avoidance of doubt, these requirements apply also to Applications.

4.4. Amaiz and the MERCHANT shall comply with the Data Processing Agreement..

4.5. The MERCHANT shall provide Amaiz with, or procure that Amaiz be provided with, such co-operation and such information as required under the Agreement or as is otherwise reasonably requested by Amaiz and within the reasonably specified timeframe, including co-operation and information that would enable Amaiz to (i) meet any requirements or obligations under Applicable Laws, including those relating to anti-money laundering, counter-terrorist financing, sanctions and financial crimes, (ii) perform the Agreement, and/or (iii) comply with any other requirements imposed or otherwise issued by any Regulator or Payment Method Provider.

4.6. Where the MERCHANT has provided information to Amaiz under the Agreement, including in any application or within customer due diligence measures, the MERCHANT shall act in compliance with such information. The MERCHANT shall notify Amaiz in the event of any material changes that could affect the business relationship of the Parties within 5 (five) working days after such changes have become known to the MERCHANT. These are material changes in the information included in any application submitted to Amaiz, including the Merchant Application Form, changes in the information provided to Amaiz within customer due diligence measures, changes in the legal status of the MERCHANT or its Affiliates. Changes in the business activity which has been declared to Amaiz shall be notified by the MERCHANT prior to such changes taking effect.

4.7. As part of Amaiz's efforts to ensure compliance with Relevant Payment Method Provider Requirements or legal requirements relating to anti-money laundering, counter-terrorist financing, sanctions and financial crimes, upon prior notification to the MERCHANT, to the extent that such notice can be provided without breaching any Applicable Laws, Amaiz shall be entitled to limit, suspend the provision of any Service to the MERCHANT and withhold any relevant amounts due and payable to the MERCHANT hereunder, if:

4.7.1. Amaiz reasonably suspects that the MERCHANT or, where applicable, its Affiliate, or any of the MERCHANT's beneficial owners, shareholders, officials or authorised persons are involved in money laundering or terrorist financing, sanctions breaches or other criminal activity, or Amaiz reasonably determines that it is unable to perform customer due diligence measures in



relation to the business relationship established hereunder after it has taken reasonable steps to do so; or

4.7.2. Amaiz reasonably suspects that any of the following may lead to excessive Transaction Disputes, where applicable:

4.7.2.1. the MERCHANT or, where applicable, its Affiliate which is involved in the sale of goods or provision of services to Users have ceased to perform their obligations towards Users;

4.7.2.2. the MERCHANT exceeds each Fraudulent Transaction Threshold or Chargeback Threshold, as specified in the Service Order; or

4.7.2.3. a Regulator issues a warning with regards to dealing with, or in any way suspends, revokes or withdraws the licence or similar permit of, the MERCHANT or, where applicable, its Affiliate, related to their business activity serviced under the Agreement.

4.8. Unless any Applicable Laws, any Payment Method Provider or any Regulator requires otherwise, the withholding under clause 4.7 of the amounts due and payable to the MERCHANT shall cease immediately when the grounds for withholding have ceased and, where applicable, shall not continue for more than the time period within which Transaction Disputes may arise in accordance with the rules of the relevant Payment Method Provider.

4.9. Amaiz shall be entitled to limit or suspend any Service, in whole or in part, where Amaiz is dependent on a third party to provide the Service and the third party limits or suspends any such Service or where Amaiz reasonably determines necessary to comply with Applicable Law or the rules of a Payment Method Provider. Amaiz shall notify the MERCHANT of such limitation or suspension as soon as practicable.

4.10. Without prejudice to any other remedy Amaiz may have under the Agreement and/or any Applicable Laws:

4.10.1. Amaiz shall be entitled to a fixed amount of GBP 30,000 (thirty thousand) as liquidated damages which shall become due and payable by the MERCHANT on demand, where a breach of the Agreement by the MERCHANT causes or (as reasonably determined by Amaiz) would likely cause Amaiz to be in material breach of any Applicable Laws including those for the prevention of money laundering and terrorist financing and any requirements of any Payment Method Provider; and



4.10.2. the Parties agree that the amount set out in this clause 4.10.1 is reasonable and proportionate to protect Amaiz's legitimate interest in ensuring compliance with its legal and regulatory obligations and maintaining its authorisation, licence and/or reputation as an authorised payment institution, and is a fair, just, and reasonable amount and is not exorbitant or unconscionable. Amaiz may, at its sole discretion, set off, deduct or withhold the amount of the liquidated damages due hereunder in accordance with clause 3.2 or otherwise demand that any liquidated damages are payable as a debt.

4.11. For the avoidance of doubt, the MERCHANT shall indemnify Amaiz and hold it harmless against or from all liabilities, damages or losses (including all interest, penalties, fines and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Amaiz arising from or in connection with a claim by any Payment Method Provider against Amaiz as a result of the MERCHANT's breach of the Agreement and/or any Relevant Payment Method Provider Requirement. Amaiz may deduct or set off any such liabilities of the MERCHANT hereunder in accordance with clause 3.2.

4.12. Where a MERCHANT's Affiliate is involved in the sale of goods or provision of services to Users, the MERCHANT shall ensure that the Affiliate acts in compliance with the requirements which are imposed on the MERCHANT in accordance with the Agreement.

5. PAY-IN SERVICES

5.1. The following shall apply in relation to the Pay-in Services:

5.1.1. If Amaiz determines particular Transactions to be fraudulent, the MERCHANT shall be advised by Amaiz to initiate refunds for these Transactions. However, where Amaiz reasonably determines that such Transactions are likely to cause the MERCHANT to reach or exceed the Fraudulent Transaction Threshold, Amaiz shall be entitled, upon prior written notice to the MERCHANT, to refund such Transactions to mitigate such risks.

5.1.2. Amaiz shall be entitled to refund a Transaction, upon prior written notice to the MERCHANT, if Amaiz is unable to perform customer due diligence measures in relation to the Transaction due to insufficient information or documents from the MERCHANT or if Amaiz suspects that the Transaction does not comply with the rules of the relevant Payment Method Provider and/or any requirement of Applicable Laws.

5.1.3. The MERCHANT shall not exceed the Fraudulent Transaction Thresholds and the Chargeback Thresholds for each Card Acquiring Service.



5.1.4. Transaction Dispute amounts represent a debt immediately payable by the MERCHANT to Amaiz. Amaiz shall contest Transaction Disputes where reasonable or if the MERCHANT so requests. Contested Transaction Disputes are subject to review by the relevant Payment Method Provider, therefore the processing of Transaction Disputes shall take place in accordance with the rules of the relevant Payment Method Provider.

5.1.5. Amaiz shall settle the funds, which were accrued prior to the end of the Reporting Period, to the MERCHANT in accordance with the “Reporting and Settlement” clause of the relevant Service Order.

5.1.6. Where applicable, Amaiz shall withhold the Holdback in accordance with the “Holdback” clause of the relevant Service Order.

5.1.7. Amaiz shall charge blended fees agreed in the Service Order without detailing interchange fees and Card Organisation fees in the Agreement and Operational Statements. Any such additional reporting shall be chargeable and agreed separately by the Parties.

6. PAYOUT SERVICES

6.1. For the provision of the Pay-out Services to the MERCHANT, where applicable, Amaiz shall use the funds transferred by the MERCHANT or, where applicable, its Affiliate to an account designated by Amaiz, subject to Amaiz’s transfer instructions. If the transferred funds are insufficient, Amaiz may use other funds of the MERCHANT at the disposal of Amaiz.

7. MERCHANT INTERFACE

7.1. Amaiz shall provide the MERCHANT with an account (the “Merchant Interface Account”) and the accompanying security credentials so that the MERCHANT may access the Merchant Interface. For the avoidance of doubt, the Parties acknowledge that the Merchant Interface Account is not a payment account within the PSRs 2017.

7.2. For security purposes the MERCHANT shall follow Amaiz’s instructions regarding the access to the Merchant Interface and use of security credentials. The MERCHANT agrees that it shall be solely responsible for (i) authorising its personnel (each, an “Authorised Officer”), (ii) managing such Authorised Officers, including adding, suspending or removing any such Authorised Officer, (iii) ensuring the proper use and access, and (iv) ensuring that no computer virus are introduced or that Amaiz’s systems are not otherwise compromised by its such access and use, with respect to its Merchant Interface Account and any access to or use of the Merchant



Interface. For the avoidance of doubt, Amaiz has no obligation to verify, assess or otherwise check any access to and use of the Merchant Interface Account by any of the MERCHANT's Authorised Officers and all such access and use shall be deemed to have been authorised by the MERCHANT, except where unauthorised access and use has been caused due to Amaiz's negligence or wilful default.

7.3. Amaiz shall be entitled to block the Merchant Interface Account if and to the extent Amaiz at its sole discretion determines necessary to do so for security purposes. Amaiz shall notify the MERCHANT as soon as practicable in case of any such block and any such block shall be lifted or cease as soon as the grounds for it no longer continue, as reasonably determined by Amaiz.

7.4. Amaiz may also block the Merchant Interface Account as requested in writing by the MERCHANT. Any such request shall be sent by the MERCHANT to the e-mail address support@amaiz.com and shall provide all necessary information including the reasons for such request. Any such block shall only be lifted as specified by the MERCHANT in the relevant request or as separately requested by the MERCHANT.

7.5. The MERCHANT shall immediately notify Amaiz in the event it encounters any security threats related to its Merchant Interface Account, including if the MERCHANT has not received the Merchant Interface Account access credentials within 5 (five) working days after execution of the Agreement.

7.6. The Parties acknowledge and agree that information contained in the Merchant Interface is provided by Amaiz on an "as is" basis and may be subject to changes by Amaiz.

7.7. Amaiz reserves the right to make changes or improvements in the Merchant Interface functionality as it deems necessary. Any material changes to the Merchant Interface that may adversely affect the MERCHANT's access to or use of the Merchant Interface shall be notified to the MERCHANT as soon as practicable.

8. TERMINATION

8.1. Either Party shall be entitled to terminate the Agreement:

8.1.1. for convenience upon written notice of 90 (ninety) calendar days to the other Party;



8.1.2. if the other Party is in material breach of the Agreement and, where the breach is capable of remedy, does not remedy such breach upon expiry of 30 (thirty) calendar days after receipt of the breach notice; or

8.1.3. immediately upon prior written notice to the other Party if:

8.1.3.1. the other Party is in material breach of the Agreement and such breach is not capable of remedy in the reasonable opinion of the terminating Party;

8.1.3.2. the other Party has become subject to an Insolvency Event;

8.1.3.3. the provision of Services under the Agreement has been limited or suspended in accordance with clause 4.7 or 4.9;

8.1.3.4. the terminating Party is required to do so by Applicable Laws, including, where applicable, those relating to anti-money laundering and counter-terrorist financing;

8.1.3.5. the other Party fails to comply with any rules of a Payment Method Provider, including Relevant Payment Method Provider Requirement in accordance with the Agreement; or

8.1.3.6. any licence or permit of the other Party (or, in the case of the MERCHANT, its Affiliate, where applicable) is or is being threatened to be, suspended, revoked, withdrawn or otherwise made subject to conditions, that would materially affect its performance of any rights or obligations under the Agreement.

8.2. Upon termination of the Agreement for any reason, Amaiz shall cease the provision of Services to the MERCHANT and Amaiz shall continue to provide Operational Statements to the MERCHANT only where there are changes in the MERCHANT's balance in the relevant Reporting Window. The clauses which expressly or by implication have effect after termination and rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination shall continue to be enforceable notwithstanding such termination.

9. INDEMNITY AND LIABILITY

9.1. Each Party ("Indemnifying Party") shall indemnify the other ("Indemnified Party") and hold it harmless and indemnified against and in respect of all loss or damage (including all interest, penalties, fines and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Indemnified Party arising out of or



in connection with (i) any claim made against the Indemnified Party by any third party as a result of any action or inaction by the Indemnifying Party in connection with the Agreement and/or (ii) any breach by the Indemnifying Party of the Agreement.

9.2. The Indemnifying Party shall not be liable to the Indemnified Party for:

9.2.1. special, punitive, incidental, indirect or consequential loss or damage, loss of, or damage to, data, profits, revenue, anticipated savings, goodwill, business, opportunity, contracts, loss arising from business interruption, whether in tort or contract, and even if such loss or damage was reasonably foreseeable or the Indemnifying Party had been advised of the possibility of the Indemnified Party incurring the same; and

9.2.2. loss or damage due to events beyond the Indemnifying Party's reasonable control, i.e. force majeure events.

9.3. All loss or damage referred to hereunder shall be limited to the amount of "out-of-pocket" loss or damage actually incurred by the Indemnified Party.

9.4. Notwithstanding anything to the contrary hereunder:

9.4.1. Amaiz's aggregate liability under the Agreement shall be limited to and shall not exceed the total fees paid to Amaiz by the MERCHANT before the event that gave rise to such liability; and

9.4.2. Amaiz shall not be liable for any loss, damage, cost (including all interest, penalties, fines and legal costs and all other professional costs and expenses) suffered or incurred by the MERCHANT arising from or in connection with Amaiz's compliance with any Applicable Laws or any requirements by any Regulator or any Payment Method Provider.

10. CONFIDENTIALITY

10.1. Where the Agreement does not expressly provide otherwise, each Party shall:

10.1.1. use the other Party's Confidential Information solely for the specific purposes for which it was disclosed;

10.1.2. subject to clauses 10.2 and 10.3, not publish or otherwise disclose to any third party the other Party's Confidential Information without its prior written consent; and



10.1.3. take all action reasonably necessary to secure the other Party's Confidential Information against unauthorised disclosure.

10.2. Each Party ("Disclosing Party") may disclose the Confidential Information of the other Party if the Confidential Information:

10.2.1. is required to be disclosed by a court of competent jurisdiction, Regulator, by Applicable Laws or rules of a Payment Method Provider;

10.2.2. was lawfully in the possession of the Disclosing Party prior to disclosure to it by the other Party without an obligation restricting disclosure;

10.2.3. is already public knowledge or which becomes so at a future date other than due to an Agreement breach; or

10.2.4. is developed independently by the Disclosing Party without knowledge of the Confidential Information.

10.3. Subject to the relevant provisions of the Data Processing Agreement, Amaiz shall be entitled to disclose Confidential Information of the MERCHANT to any of its Affiliates or its or their employees, advisors or other representatives or third parties involved in the provision of the Services to the extent such disclosure is reasonably required for the provision of the relevant Services to the MERCHANT in accordance with the Agreement.

11. CHANGES TO THE AGREEMENT

11.1. Subject to clause 11.2, the Agreement may not be changed unless by an instrument agreed and executed by both Parties in writing.

11.2. Amaiz may at its own discretion change the Agreement:

11.2.1. by giving the MERCHANT a written notice of not less than 60 (sixty) calendar days;

11.2.2. where a Payment Method Provider changes the relevant arrangement between it and Amaiz that would affect, as reasonably determined by Amaiz, the provision of any Services hereunder and Amaiz decides at its own discretion to amend the Agreement accordingly, including changing the Service Fees, by giving the MERCHANT a written notice of not less than 5 (five) working days; or



11.2.3. where such changes are reasonably required for Amaiz's compliance with any Applicable Laws or any requirements by any Regulator or any Payment Method Provider, with immediate effect (in which case, Amaiz shall endeavour to notify the MERCHANT as soon as practicable) or within the time as specified by any written notice to the MERCHANT; or

11.2.4. where Amaiz adds an additional Payment Method and therefore sets out Relevant Payment Method Provider Requirements, by setting out such changes in the Payment Method Terms of Use with immediate effect.

11.3. Changes made under clause 11.2 that are not relevant to the Services provided to the MERCHANT (e.g. changes to the requirements of a Payment Method which the MERCHANT does not use) shall be deemed notified at the moment Amaiz publishes such changes in the relevant document made available to the MERCHANT online.

11.4. If the MERCHANT does not agree to any changes made under clause 11.2, the MERCHANT may terminate the Agreement by written notice to Amaiz and such termination shall take effect upon the expiry date of the relevant notice period under clause 11.2 or, where there is no notice period under clause 11.2, immediately upon the delivery of the MERCHANT's written notice to Amaiz under this clause 11.4.

12. MISCELLANEOUS

12.1. Communications between the Parties under the Agreement shall be in writing and delivered to a Party at its address, including e-mail address. Any communication sent from a Party's e-mail shall be deemed authorised by that Party. For e-mail communication Amaiz shall use the MERCHANT's e-mail addresses set out in the Merchant Application Form or which have been otherwise notified to Amaiz and the MERCHANT shall use the e-mail addresses notified to it by Amaiz.

12.2. Communications are deemed received, if by hand, on signature of a delivery receipt; if by post, at 9.00 am on the working day after the day of post; or, if by email or other electronic means, at 9.00 am on the working day after the electronic transmission. References in this clause 12.2 to time of day are to the time of day at the location of the recipient.

12.3. No waiver of any right or remedy under the Agreement shall be in effect unless executed in writing and shall not be deemed a waiver of any other right or remedy.



12.4. The Parties may execute more than one Service Order. The execution of one Service Order by the Parties shall not terminate any other Service Order unless so expressly agreed between the Parties.

12.5. A Party may use the other Party's trademarks or other Confidential Information for publicity purpose (including any announcement relating to the Agreement) only with prior written consent of the other Party and to the extent permitted by the other Party.

12.6. Neither Party shall assign the Agreement to a third party in whole or in part without the other Party's written consent which shall not be unreasonably delayed or withheld.

12.7. In case any provision of the Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12.8. Unless otherwise specified:

12.8.1. clause and section headings shall not affect the interpretation of the Agreement;

12.8.2. words in the singular include a reference to the plural and vice versa and references to "person" include individuals and corporates;

12.8.3. a reference to any Party shall include that Party's successors and permitted assigns;

12.8.4. a reference to any law or legal/regulatory provision is a reference to it as amended, extended or re-enacted from time to time, including all subordinate measures made from time to time thereunder;

12.8.5. a reference to writing or written includes e-mail or other electronic documentation;

12.8.6. any words following the terms "including", "include", "in particular", "for example" or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

12.9. The Parties do not intend any third party to have the right to enforce any provision of the Agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except where such third party is an assignee of rights under the Agreement and such assignment is in accordance with the Agreement.



12.10. The Agreement and any non-contractual obligations arising from or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

12.11. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Agreement.