

I. Special Terms and Conditions for BNP Pay

Services

The following document contains important information for BNP Pay merchants and, together with all the other contractual documents the merchant has agreed to sign in order to receive BNP Pay services, determines the terms and conditions applicable to the business relationship between the merchant and BNP Pay and to the services that BNP Pay provides to the merchant.

Terms and Conditions for the BNP Pay Website

BNP Pay (“we”, “us”, “our”), introduces <https://bnppay.com> (“site” or “website”).

The use of this site is governed by the following Terms and Conditions. Accessing <https://bnppay.com>, the materials and information presented on the site, you confirm that you have read, understood, accepted and agreed upon this Terms and Conditions. We may revise such Terms and Conditions at any time, and you should periodically check the website to review the then current terms because they are binding on you. **1. Copyright and intellectual property rights**

<https://bnppay.com> site content is protected by copyright law. All rights to the information provided on or via this site are reserved to BNP Pay. This includes, but is not limited to data, texts, technical sources of web pages, news, graphics, drawings, photos, illustrations, pictures, logos, services, APIs and any other mentions. The content of this site cannot be reproduced, copied, translated or modified in any way, partially or totally without our prior written permission.

We may grant a limited, revocable and non-exclusive license to create a hyperlink to the home page of the site as long as this link does not describe in a false, wrong or offensive manner BNP Pay or its partners and affiliates.

The license granted for the hyperlink does not allow you to use the BNP Pay brand without a prior written consent from us.

All intellectual property rights (which include copyright and rights to source code and databases) related to brand, trademarks, logos and all materials on the website are our property or used by us under a license or with permission, and/or of our third-party partners.

Nothing contained on the site should be construed as granting by implication or otherwise, any license or right to use any trademark displayed on the site without the written permission from us or such third party that may own the trademark.

2.Using the site. Disclaimer

Information and materials presented on this site will not be considered as product offerings and services from BNP Pay, its main purpose being to provide a general source of information about our products and services. Any prices presented on the website have an informative role, and it does not represent in any way a commercial binding agreement between us and you.

The information on the website may not tell you all you need to know or is not complete and you can ask us for more details by filling in the contact form.

Though we try and keep the information up to date, there may be a time delay before we can do so. You Should not rely solely on the information on this website. You should check details about important things like prices or other fees in any actual agreement you sign as it is the terms in that document that form the agreement between us or by contacting us.

This site can be used by BNP Pay, customers or partners, and by any others who want to benefit of BNP Pay's services or wish to be informed about them. The products and services presented on the site are not targeted to minors. The site can be accessed by minors only with the consent and under the supervision of parents or legal custodian.

Using this site is the user's sole and entire responsibility, BNP Pay not being liable for heavy usage, inability to use the site or for direct or indirect damages

of any nature arising, caused by or related to the use of the site or its content. We do not assume any responsibility and will not be liable for any damages, including but not limited to viruses that could infect your computer or other property as a result of using this site or downloading of files, text, images for any type of material from the site.

We reserve the right to change the structure, content, location and any other details published on the site, at any time and without informing in advance.

While the website is normally available 24 hours a day, we shall not be liable if for any reason incase the website is unavailable at any time or period. Access to the site maybe suspended temporarily and without notice in the case of system failure, maintenance, repair, or for reasons beyond our control.

3.Privacy

We are committed to respecting your privacy and the personal information of all visitors, users and to ensure that all information required will be stored safely and treated with confidentiality. For more information, please check "Privacy Terms".

4.Communication

The site visitors can use the contact form to send comments, notes, observations, suggestions, ideas, proposals, etc., related to the site and its content. The communication content is permitted as long as it is not obscene, threatening, illegal, defamatory, does not affect private life of BNP Pay employees, does not violate the intellectual property rights of BNP Pay or third parties, does not contain viruses or other malware types, carries no political or electoral campaigns, is not chain e-mailing or other forms of spam. Once you fill in the contact form and send it to BNP Pay, you agree expressly and unequivocally that the information provided will be treated as non-confidential and not protected by intellectual property rights. Therefore, the information provided becomes the property of BNP Pay and can be used for any purpose.

BNP Pay totally opposes "spam". Spam is defined as the action of sending unsolicited emails, usually of commercial nature, with high repetition, to a

recipient with no previous correspondence with the sender or who requested not to receive these emails. Therefore, BNP Pay will send you via email commercial information only with your permission, giving you the possibility to choose whether you want to receive such electronic messages or not.

5. Links to other sites

The site may contain links to other third-party sites which are considered to have a useful related content but are not under our control or guidance. When using these links, the Terms and Conditions that apply are the ones corresponding to those sites. BNP Pay is not responsible for the content and accuracy of these sites and assumes no responsibility regarding the privacy protection system used by them.

BNP Pay cannot guarantee or control the truthfulness or up-to-date of the information presented on the sites of third parties which make reference to the site <https://bnppay.com>.

6.Security

Unauthorized actions/attempts will be punished according to the regulations in force. The Unauthorized actions/attempts include, but are not limited to, fraudulent use, misuse, unauthorized access, blocking access to other users, modifying, copying information for commercial purposes, IT attacks, etc.

If you have chosen a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential and complying with our instructions. You must not share credentials with anyone else, and you authorize us to act upon instructions and information from any person that enters your credentials.

7.Governing law and jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of Cyprus. Disputes arising in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Cyprus.