

Payment acceptance agreement information sheet

INFORMATION ON THE PAYMENT INSTITUTION

Name and legal status:	Axerve S.p.A.
Share capital:	€ 4,000,000.00 fully paid up
Legal and administrative headquarters:	Piazza Gaudenzio Sella, 1 - 13900, Biella BI
Bank of Italy authorisation no.:	0425732/21 of 17/03/2021
Payment Institutions Register No.:	36935 of 05/05/2021
ABI code:	36935
BIC code:	AXEVIT22
Registration number in the Business Register:	REA BI-205559
Certified E-mail:	segreteria@pec.axerve.com
Payment Institution website:	www.axerve.com/en
Payment Institution phone number:	015 252 6511
E-mail for information on the Payment Institution:	info@axerve.com

PERSON IN CHARGE OF THE OFF-SITE OFFER

Employee of Axerve who contacts the merchant if the offer is carried out at a place other than the head office or premises of the intermediaries.

First Name: _____

Last Name: _____

Phone: _____

Title: _____

E-mail: _____

TYPICAL FEATURES AND RISKS OF THE SERVICE

FEATURES:

The payment acceptance service enables Merchants to collect the payment for goods or services for purchases made by the Cardholder using a Visa or MasterCard or a card enabled for other Schemes with which the Merchant has an agreement. The service enables Axerve to act as a facilitator on behalf of the Merchant for the purpose of processing transactions for authorisation and payment, the latter being made to the credit account indicated by the Merchant.

TYPICAL RISKS:

Repudiation (refusal) risk: The Issuer shall credit the Cardholder for transactions disputed by the Cardholder for which the Merchant is unable to provide proof of proper delivery/issue of the goods or services. Amounts credited back to the Cardholder shall be debited to the Merchant.

Risk of access codes safekeeping: The Merchant is aware of the risks inherent in the provision and transmission of codes and data on the Internet.

Risk of unfavourable changes in economic conditions (service fees and charges) due also to changes imposed by Payment Schemes.

Risks associated with infrastructure and systems and risks associated with the suspension and interruption of the Service: The Service is provided by means of technical and IT infrastructure and systems through which information on transactions carried out with payment cards and/or other payment instruments circulates on Payment Card Schemes and/or on Other Payment Schemes and between the parties responsible for verifying, validating and reporting on such information, including the Issuers of payment cards and those offering Services for the acceptance of payment cards or other payment instruments.

Any technical problems concerning the proper functioning of the aforementioned infrastructure and systems may lead to suspensions or delays in the performance of the Services and may temporarily prevent them being provided.

FOR MORE INFORMATION:

The "Ecommerce Payments made easy" guide is available at www.bancaditalia.it and at www.axerve.com/en/transparency/

FULL LIST OF ECONOMIC CONDITIONS OF THE SERVICE *

Scheme	Currency	Transaction fee	Fixed Refund fee	Fixed Chargeback fee	Fixed Representment fee	Multicurrency Credit fixed fee	Stamp duty debited once upon activation, in the currency associated with the main contract
Visa/Mastercard	AUD	MIF + Scheme fee + 5%	4	60	17	22	27
Visa/Mastercard	CAD	MIF + Scheme fee + 5%	3	52	15	19	23
Visa/Mastercard	CHF	MIF + Scheme fee + 5%	2	36	10	13	16
Visa/Mastercard	DKK	MIF + Scheme fee + 5%	15	270	75	97	120
Visa/Mastercard	EUR	MIF + Scheme fee + 5%	2	36	10	13	16
Visa/Mastercard	GBP	MIF + Scheme fee + 5%	2	30	9	12	16
Visa/Mastercard	HKD	MIF + Scheme fee + 5%	17	301	86	109	134
Visa/Mastercard	JPY	MIF + Scheme fee + 5%	316	5672	1576	2054	2526
Visa/Mastercard	PLN	MIF + Scheme fee + 5%	10	167	47	61	75
Visa/Mastercard	SEK	MIF + Scheme fee + 5%	24	431	120	155	190
Visa/Mastercard	USD	MIF + Scheme fee + 5%	2	39	11	14	17
Klarna - EU Cardholder	EUR	2,99% + 0,35	2	36	-	13	16

Klarna - EU Cardholder	CHF	2,99% + 0,35	2	36	-	13	16
Klarna - EU Cardholder	PLN	2,99% + 0,35	10	167	-	61	75
Klarna - UK/IR Cardholder	EUR	2,99% + 0,35	2	36	-	13	16
Klarna - UK/IR Cardholder	GBP	2,99% + 0,35	2	30	-	12	16
Klarna - US/CAD Cardholder	CAD	2,99% + 0,35	3	52	-	19	23
Klarna - US/CAD Cardholder	USD	2,99% + 0,35	2	39	-	14	17
Klarna - AU/NZ Cardholder	AUD	2,99% + 0,35	4	60	-	22	27
Klarna - AU/NZ Cardholder	NZD	2,99% + 0,35	4	65	-	24	29
Klarna - Nordics Cardholder	EUR	2,99% + 0,35	2	36	-	13	16
Klarna - Nordics Cardholder	DKK	2,99% + 0,35	15	270	-	97	120
Klarna - Nordics Cardholder	SEK	2,99% + 0,35	24	431	-	155	190
Klarna - Nordics Cardholder	NOK	2,99% + 0,35	12	414	-	150	185

*The maximum economic conditions applicable to the Merchant for the Service are set out below.

***Denmark, Finland, Norway, Sweden

COMMUNICATIONS TO CUSTOMERS

Monthly transaction summary*	Monthly	Online: via Dashboard, free of charge
Other communications pursuant to Italian Legislative Decree no. 385/1993	On request	Online: by request to an Axerve Branch, free of charge
Summary document	Annual	Online: via Dashboard, free of charge
Copy of contract	On request	Online: by request to an Axerve Branch, free of charge
Transaction information	On request	Online: via Dashboard, free of charge
Fee applied on Cards	On request	Online: via Dashboard, free of charge

*The document is not produced in case of no transactions.

KEY CONTRACTUAL CLAUSES

ART. 12 - CONTRACT DURATION, TERMINATION AND WITHDRAWAL

This contract has no expiry.

The Merchant may terminate this contract at any time with immediate effect, without charge and without penalty, by sending Axerve a notice by certified email or registered letter with return receipt.

Axerve may terminate this agreement at any time with a notice period of 30 fixed calendar days by sending the Merchant a registered letter with return receipt/Certified Email to the last address communicated in writing by the Merchant.

Following the termination of this contract, the Merchant shall remove all symbols/logos relating to the Service and Axerve, if any, from its website indicated on the title page of this contract.

The Merchant acknowledges that, throughout the term of the Agreement and after its termination for any reason, Axerve shall be entitled to defer (for such period as it shall, at its reasonable discretion, deem appropriate, at least 120 days) the date on which payment should be made in order to protect its position with regard to actual or anticipated Chargebacks, Refunds and Adjustments or any other Merchant liability or relating to any Transaction, whether actual or anticipated. Without prejudice to the foregoing, in the event that Axerve believes, based on a justified reason, that the financial condition of the Merchant is deteriorating or that its Transactions present an increased exposure risk to Axerve, Axerve may defer payment of the amounts due to the Merchant for such period of time as it deems appropriate, however not exceeding 120 days.

Should Axerve or the Third Party, at their sole discretion, change certain terms of provision of the Service, this agreement shall be terminated with 60 calendar days' written notice.

ART. 13 - EXPRESS TERMINATION CLAUSE

Axerve is entitled to terminate this contract, pursuant to Articles 1453 *et seq.* of the Italian Civil Code, with immediate effect, by simple letter, Certified Email or email sent to the Merchant if:

- the Merchant fails to comply with Articles 3 "Merchant's Obligations", 17 "Privacy and Confidentiality" and 19 "Warranties";
- the Merchant is subject to protests, conservatory or enforcement proceedings or judicial mortgage or criminal proceedings;
- the Merchant is in breach of applicable regulations relating to Electronic Commerce, Online Services, Distance Selling, Online Advertising, Consumer Protection, Transparency, Privacy;
- the Merchant performs any act that diminishes the Merchant's financial or economic standing or is detrimental to the image of Axerve or the Merchant;
- the Merchant has offered goods and/or services for sale in connection with the following list (which Axerve reserves the right to change and how such changes are communicated):
 - ☐ child pornography, material promoting child pornography or in any way contrary to common decency;
 - ☐ weapons or related material or documentation advocating violence; goods or objects whose sale is contrary to public order;
 - ☐ to mandatory legal provisions;
 - ☐ goods or services prohibited under the rules of the Schemes;
 - ☐ or if there is a justified reason.

In such cases, Axerve also reserves the right to claim compensation for any damage suffered, including damage to its image. The contract shall be terminated with immediate effect if Axerve loses the eligibility to provide the Service.

ART. 22 – COMPLAINTS AND OUT-OF-COURT PROTECTION AVAILABLE TO CUSTOMERS

For any disputes relating to the relationship governed by this contract, the Customer may make a complaint by the following means:

- email or certified -mail to reclami@axerve.com or to the Certified Email address reclami@pec.axerve.com;
- complaints form: the appropriate section available on the company website www.axerve.com;
- ordinary mail or by registered letter with return receipt: the customer shall address the letter of complaint to the Company's operational headquarters at the following address:

AXERVE S.P.A. - Complaints
Department Via Corradino Sella, 10
13900 Biella (BI)

Within 24 hours of receipt of the complaint (i.e. within the next working day), Axerve shall send a notification confirming receipt and acceptance of the complaint and shall respond within 15 working days to any complaints relating to the relationship governed by this contract. The Customer may make a complaint in the following ways:

- via email;
- via the website - Complaints section;
- via e-mail, to the Axerve Complaints Department at reclami@axerve.com, or to Axerve S.p.A.,
- Ufficio Reclami, Via Corradino Sella 10, 13900 Biella, Italy, which shall respond 15 working days after receiving complaints relating to products and services involving the provision of "payment services" for which Axerve has received specific authorisation from the Supervisory Authority. If, in exceptional circumstances and for reasons beyond its control, Axerve is unable to meet this deadline, it is required to send the customer an interim response, clearly stating the reasons for the delay and specifying the deadline by which the customer will receive a definitive response. The deadline for receiving the definitive response may not exceed 30 days from receipt of the complaint. If the merchant is not satisfied or has not received a reply within the prescribed time limit, before going to court, it may appeal to the Banking and Financial Ombudsman (ABF) for disputes relating to banking and financial transactions and services. To find out how to appeal to the Ombudsman, it can go to www.arbitrobancariofinanziario.it, see the User Guide that is available at <https://www.axerve.com/en/transparency>, ask at a Bank of Italy branch, or ask Axerve directly. Recourse to this procedure exempts the Customer from the mediation procedure referred to in the following paragraph.

With regard to the obligation to go through the mediation procedure before appealing to the Judicial Authority (Italian Legislative Decree no. 28/2010 - Art. 5), Axerve and the Customer agree to submit any disputes arising in connection with the stipulated contract:

- to the Conciliation Body at the Italian Banking and Financial Ombudsman;
- Association for resolving banking, financial and corporate disputes;
- ADR (registered in the Register of Conciliation Bodies kept by the Italian Ministry of Justice) as a body specialising in banking and financial disputes, which has a nationwide network of mediators (www.conciliatorebancario.it). This body can be activated by the Merchant or by Axerve and does not require the prior submission of a complaint.

However, Axerve and the Merchant remain free to agree in writing, even after signing this contract, to use another organisation, provided that it is in the same Register.

The Consolidated Law on Banking and Italian Legislative Decree No. 11 of 27 January 2010 provide for the imposition of administrative fines and/or disqualification penalties as well as ancillary penalties (such as publication of any measures imposed) on Axerve, on persons to whom Axerve outsources essential or important corporate functions, on persons entrusted by Axerve with the statutory audit of the accounts, as well as on persons performing administrative, managerial or control functions and on Axerve's staff in the event of violations of the payment services regulations.

DEFINITIONS

Acquirer	Party enabling the Acquiring, either directly or through a third-party.
Card	Payment instrument used by the Cardholder, that as an example can be a payment card, a digital wallet, or any other instrument enabled under this contract.

Cardholder	Natural person offering their Card to the Merchant as a means of payment.
Chargeback	Transaction collected by the Merchant which the Cardholder rejects through the issuer bank.
Issuer	Card-issuing institution.
Merchant	Service User.
Micro-enterprise	An enterprise that, at the date upon which the Merchant Agreement is entered into or at any point whilst the Merchant Agreement is in force, meets the definition of a micro-enterprise as defined by the Commission Recommendation No. 2003/361/EC or by decree of the Italian Ministry of Economy and Finance implementing the measures adopted by the European Commission under accordance with Article 104(a) of PSD2, both as amended from time to time.
MIF (Multilateral Interchange Fee)	Multilateral Interchange Fee is a fee paid by the Acquirer to the bank issuing the credit or debit card used to make a payment (issuer banks) for each use of the card. The fee may vary depending on the type of card (for example, debit or credit) the financial risk associated with its use and the country in which it is used (e.g. distinguishing between transactions with merchant and cardholder in the EEA (European Economic Area) country or where only one of them is in the EEA).
Refund	Refund of a transaction to the Cardholder's card that was previously collected by the merchant.
Representment fee	Fee paid to Axerve for managing the Representment. Representment is the phase in the dispute process when information and documentation is sent to demonstrate that the disputed transaction was authorised and/or that the goods or services were provided as agreed.
Scheme	This shall include international schemes, such as Visa, MasterCard, Eba Clearing, and domestic schemes, such as Bancomat, or other payment systems with which the Merchant is contractually bound by this agreement.
Service	See section "FEATURES".
Transaction	Payment made by the Cardholder.
Transaction fee	Fee paid by the Merchant for the Service. For Visa and Mastercard, this fee is made up of MIF, Scheme Fees, and the Acquirer's margin. For other payment instruments, it may be made up of a fixed component and a percentage.

We would like to take this opportunity to extend our warmest regards.

Axerve S.p.A
General Manager
Alessandro Bocca