

iCard Merchant Acceptance Policy
Effective as of: 01.11.2024
<i>This Merchant Acceptance Policy applies to the Acquiring Services and E-money Account and Card Services, provided to clients (referred to as "Merchant/s" below) by iCARD AD (referred to as "iCard"/ "us" below), UIN 175325806, having its seat and registered address in Varna, 9009, Mladost District, Business Park Varna B1, together referred to as "Services" below.</i>
<i>E-money Account and Card Services means Services provided to Merchants by iCard under Agreement iCard for Business Account and Legal Agreement for iCard Business Card.</i>
<i>Acquiring Services means Services provided to Merchants by iCard under Agreement for iCard Direct (virtual POS), Agreement for iCard PhysicalPOS or Agreement for iCard Business Account.</i>
<i>This Merchant Acceptance Policy is inseparable part of the Legal Agreement with Merchant for the relevant Service, provided by iCard. Merchant understands and agrees that new rules, regulations or requirements related to the Service can be imposed unilaterally by Regulators, including Card Organizations or others, and therefore iCard shall be entitled to unilaterally update the Acceptance Policy in case of such changes, for which iCard shall inform Merchant within reasonable period of time. Changes and updates will be notified to Merchant via publication on www.icard.com site or in iCard Merchant Online Platform- Merchant agrees and acknowledges that iCard is entitled to suspend the relevant Service or any of its functionalities and/or to terminate the relevant Agreement without prior notice to Merchant and without being liable for doing so in case of non-compliance of Merchant with Acceptance Policy, as amended from time to time.</i>
<i>The present Policy shall be interpreted as an inseparable part from the Card Organisations' Standards, Rulebooks and other similar acts, which regulates the acceptance of the respective type of card (hereinafter referred to as "Card Organisations Rules"). The omission of any relevant stipulation of the Card Organisations' Rules in this policy shall not be construed as not applicable to the Merchant and the Merchant shall be solely and ultimately responsible for compliance with the Card Organisations' Rules.</i>
1. Prohibited Activities applicable to the Services, provided by iCard:
1.1. Prohibited Activities – iCard does not accept Merchants engaged in the following types of businesses:
i) Gaming merchant with complex corporate structure, where the license is granted to non - EEA company different from the one that will be proposed for acquiring (i.e.: Curacao Licensed Merchants) or the merchant has no license;
ii) Merchants that are selling branded clothes, jewellery, watches or other goods without proper Letter of authorization and supplier invoices;
iii) Any illegal products/services/ goods/ activities or providing peripheral support of illegal activity;
iv) Merchants engaged in activity prohibited by the Card Schemes;
v) Payment Service Providers - Banking or financial services, including acting as a payment intermediary/MSBs/ or a money or value transfer agent /MVTs/, Wire transfer money orders, prepaid cards, checks, manual or automated cash disbursements, Binary options, CFD;
vi) Non-regulated charities no matter their activity, political parties and certain non-profit organizations;
vii) Companies with bearer shares no matter their activity;
viii) Manufacture, supply or sale of firearms, firearm parts or such hardware, ammunition, weapons, explosives or similar;
ix) Credit counselling or credit repair agencies;
x) Credit protection or identity theft protection services;
xi) Collection agencies, refinancing of debt/factoring, mortgage, brokers/reduction services/refinancing, unless specifically allowed under the terms of the present Policy;
xii) Sales of stocks, securities, options and binary options;
xiii) Time-sharing activity;
xiv) Certain cosmetic surgery, male/female enhancers, products to boost physical performance, and similar products;
xv) Rebate/cashback-based businesses;
xvi) Virtual Asset Service Providers - Virtual currency or any other non-fiat currencies services, mining, storing, exchange or transfer or related services;
xvii) Trading and Wholesale of precious metals and stones;
xviii) Pawn shops;
xix) Pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs;
xx) Crowdfunding activities;
xxi) Illegal drug or illegal drug paraphernalia;
xxii) Occult materials;
xxiii) Hate or harmful products;

xxiv) Pharmaceutical products;
xxv) Tobacco products;
xxvi) Sale of marijuana/CBD Related Entities and other intoxicating substances;
xxvii) Auction Houses;
xxviii) High-Risk Negative Option Billing Merchants (subscription service for physical products such as cosmetics, health-care products, vitamins, etc.) on a recurring basis.
xxix) Internet/mail order/telephone order pharmacies or pharmacy referral services (where fulfillment of medication is performed with an Internet or telephone consultation, absent a physical visit with a physician including re-importation of pharmaceuticals from foreign countries);
xxx) Internet/mail order/telephone order of age restricted products (e.g., alcohol);
xxxi) Religious organizations;
xxxii) Embassies/ Consulates;
xxxiii) Nuclear power;
xxxiv) Defence, military;
xxxv) Non-Financial Institutions – Foreign Currency, Money Orders, Personal and Travelers Cheques;
1.2. The list is not exhaustive and other high-risk activities may also be deemed unacceptable.
1.3. In addition to the restrictions above iCard Does not provide functionality Payment Request for iCard Business Account for Merchants engaged in any of the following types of businesses:
<ul style="list-style-type: none"> i) Direct Marketing – Travel-Related Arrangement Services ii) Direct Marketing – Outbound Telemarketing Merchants iii) Direct Marketing – Inbound Telemarketing Merchants iv) Dating and Escort Services v) Betting/Gambling, including Lottery Tickets, Casino Gaming Chips, Off-Track Betting, and Wagers at Race Tracks, provided by licensed companies; vi) Computer Network/Information Services, for the sale of access to cyberplaces or remote digital file-sharing services; vii) Digital Goods – Games involving skilled game wagering (for example: daily fantasy sports);
2. Restrictions on use of the Services and their functionalities:
2.1. Merchant must not perform under any circumstances any activity by using the Services, provided by iCard:
<ul style="list-style-type: none"> i) fraudulently or in connection with a criminal offence; ii) in an unlawful manner or in contravention of any applicable legislation, license agreements and/or the iCard Acceptance Policy; iii) in any way that does not comply with any restrictions notified by iCard; iv) in any way that does not comply with any instructions given by iCard, including, but not limited to Instructions on acquiring with iCard Virtual or physical POS or instructions on using iCard for Business Account/ Card and their functionalities; v) to advertise, promote, sell or offer for sale, send or provide unlawful or unsolicited advertising or promotional material; vi) Infringe any party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy or use the relevant Service to offer counterfeit content, goods or services; and vii) Act in a manner that is defamatory, trade libellous, unlawfully threatening or unlawfully harassing or offer directly or indirectly content or goods or services, which are not acceptable to us or to Regulators, such as child pornography, bestiality, illegal gambling, rape, hate, violence, or 3rd party processing and other similar non-acceptable to us or to Regulators; and viii) Provide false, inaccurate or misleading information; and ix) Misrepresent himself/herself as being a part or acting on behalf of iCard; and x) Send or receive what we reasonably believe to be potentially fraudulent funds; and xi) Refuse to cooperate in an investigation or provide confirmation of Merchant identity or beneficial ownership; and xii) Conduct its business or use the relevant Service in a manner that results in or may result in complaints, disputes, return requests, chargebacks, fees, fines, penalties and other liability that might affect us, our Agents or Sub-contractors; and xiii) Has a credit score from a credit reporting agency that indicates a high level of risk associated with Merchant use of the relevant Service; and xiv) Use the Services in a manner that we or our Agents or sub-contractors, or any of the Card Organizations, reasonably believe to be an abuse of the card system or a violation of the Regulations; and xv) Provide Merchants a cash advance from Merchants cards (or help others to do so); and

xvi)	Store, disclose or transfer any Cardholder data, processed through the relevant Service or in other ways, in a way which is not in compliance with the Regulations or to a third party, or use such information for any purposes other than those permitted under this Agreement and the Regulations; and
xvii)	Facilitate any viruses or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; and
xviii)	Use any automatic device, or manual process to monitor, copy, tamper, 'hack', modify or otherwise corrupt the security or functionality of the Service, systems or websites; and
xix)	Act or omit to act in a way that may cause loss for us or any other third party;
xx)	Any other activity forbidden by the present Acceptance Policy or the Regulations.
2.2.	Merchants cannot receive payments under sent Payment Requests if the payment is made with AMEX/UPI card.
2.3.	In case it is determined that the Merchant performs any of the described activities or uses, the relevant Service or its functionality shall be suspended with immediate effect.
3. General Requirements.	
3.1.	Merchant must not copy, store, transfer, sell, purchase, provide, exchange or in any manner disclose Cardholder's payment instruments personalized security characteristics, such as usernames or password for use of wallets or cardholder data such as PAN, PIN, CVV, CVC or other of payments cards or similar, provided by us, referred to as "security characteristics of Cardholders' payment instruments", to anyone other than us, or in response to a valid regulatory body demand. Merchant is deemed to be responsible for the conduct of its employees, agents, sub-contractors and representatives. In case of unauthorized or unlawful storing, access and processing of security characteristics of Cardholders' payment instruments, Merchant shall immediately inform us in writing, stating the compromised security characteristics of Cardholders' payment instruments.
3.2.	Each party shall, at all times, comply with its respective obligations under all applicable data protection legislation in relation to all personal data that is processed by it in the course of performing its obligations under this Agreement. Merchant shall bring into effect and maintain all technical and organizational measures to prevent unauthorized or unlawful processing of personal data and accidental loss or damage of personal data, including taking reasonable steps to ensure the reliability of employees having access to the personal data.
3.3.	Merchant must keep and store in a secure way all information regarding transactions on Merchant website when applicable, and parties to those transactions, including shipping documents and receipts of delivery of goods or services. When requested to do so by us, Merchant must provide us, within 72 hours, all information available to it regarding transactions, and parties to those transactions, including but not limited to: orders, shipping documents and receipts of delivery, and other documents as we might need for the purposes of claims, disputes, reversals, refunds or prevention or deterrence of crime, and to meet its regulatory obligations and risk management objectives. Merchant should keep any such requests and any further action taken by us in respect of those requests, confidential. We may, where we consider appropriate, pass on any information received from Merchant to the relevant regulatory bodies.
3.4.	A Merchant must not submit to us a transaction or sent payment request when that Merchant knows or should have known to be fraudulent or not authorized by the Cardholder, or that it knows or should have known to be authorized by a Cardholder colluding with Merchant for a fraudulent purpose. We are entitled upon our sole discretion and at any time, without prior notice to Merchant and for security or regulatory purposes to impose various limits unilaterally on the amount of authorized transactions or redemption of e-money or other transactions, such as single, daily, weekly, monthly or other limits. If it is not against our regulations, we shall inform Merchant about such limits in Merchant online account or via e-mail within reasonable time. Where we reasonably suspect that Merchant has a substantial percentage of fraudulent transactions, Merchant must respond to any fraud related questions submitted by phone or email within 24 hours and propose reasonable measures to reduce the fraud.
3.5.	Merchant must implement such security and other measures as requested by us, our sub-contractors or Regulators, within reasonable period of time and without delay. Merchant understands and agrees that new rules, regulations and requirements related to the Service can be imposed by Regulators, including Card Organizations, and therefore we shall be entitled to unilaterally update Merchant Acceptance Policy in case of such changes, for which Merchant shall be informed within reasonable period of time.
3.6.	When the acquiring service is made through the Merchant website, the Merchant warrants that is the rightful and beneficial owner/user of all websites, associated domain names and mobile applications, as well as of the Merchant business activity and entity approved by us, in relation to which the Services under the relevant Agreement are provided. Merchant warrants that Merchant itself is not acting on behalf of a third party. In case of change of this Merchant must immediately notify us in writing via e-mail. Merchant is not entitled in any way to lease or provide in other way the Acquiring Service for use by third parties, without our explicit written consent.
3.7.	Merchant agrees to prominently and unequivocally inform the buyer of the identity of the Merchant at all points of interaction. Merchant must ensure that its registered legal name and trade name, postal address, electronic

<p>mail address, telephone number, as well as VAT, UIC (or similar) numbers, are included in clear and legible form on all the Merchant Websites for the receipt of any enquiries or complaints that may arise in relation to the Merchant or any offer, and the Merchant shall respond to any such enquiries or complaints in a professional, prompt, and diligent manner. iCard reserves the right to disclose to any person with an enquiry or complaint about an offer the Merchant's contact name, telephone number, address and electronic mail address if such person cannot locate these details on the Merchant website.</p>
<p>3.8. Merchant must be licensed, registered or otherwise legally entitled to supply all goods and services, offered by Merchant in each country where the goods and services are offered. Merchant warrants that it shall comply with and ensure that Merchant website and offers comply at any moment with all applicable laws, rules and regulations (including Electronic Commerce Law, codes of practice and guidelines as may be issued by regulatory authorities) of whatever jurisdiction relating to its activities, website or Offers. Merchant warrants that and all activities conducted by Merchant, or via Merchant website are compliant with any applicable law, including and without limitation taxation, foreign exchange, advertising, consumer protection, product liability, data protection and privacy laws, or any laws relating to the protection of children or minor persons, and laws relating to lotteries, gambling, betting, gaming or similar activities. On iCard's reasonable request Merchant shall be obliged to make appropriate modifications to Merchant website and/or the offers to fulfil the requirements of iCard and/or Regulations.</p>
<p>3.9. Merchant shall provide on Merchant website to its customers clear and fair Terms and Conditions ("TC"), applicable for Merchant offers and website, including a clear and fair conditions on: confidentiality policy, personal data protection (including receipt of explicit agreement by buyer in case of use of personal data), cancellation of orders, return and refund policy, liabilities of parties and responding to cardholder disputes and handling of chargebacks in accordance with these TC and in accordance with Card Organizations requirements, as they are communicated by iCard to Merchant. Merchant has to receive agreement of the buyer that the buyer has read and agreed with the Terms and Conditions of Merchant (for example via click button or transfer to a web page for agreement with Terms and Conditions of Merchant). Merchant will provide iCard with a copy of Merchant Terms and Conditions as part of iCard's initial due diligence and shall thereafter provide iCard with a copy of any material changes to them.</p>
<p>3.10. Merchant is and shall remain responsible for the creation, maintenance, design and control of all offers and Merchant website through which the acquiring service is used. Merchant must ensure that the offers on Merchant website are accurate in all respects and are not misleading, and that the prices clearly specify all applicable taxes, duties and delivery charges (of whatever nature and for whatever jurisdiction). If Merchant imposes charges for purchasing offers with Cards or via the Service, Merchant must clearly state on its website and prior to payment the purpose of this surcharge and its amount. The amount of the surcharge has to be based on Merchant actual costs for using the Service and cannot be excessive and/or unjustified.</p>
<p>3.11. Merchant must accept and process all transactions lawfully and in good faith. Merchant agrees that it shall not set minimum or maximum transaction amounts as a condition for buyers paying through the Service. Merchant must not discriminate against the use of cards in any way.</p>
<p>3.12. Obligation to supply: Merchant warrants that the offers will be consistent with the description appearing on the Merchant Website through which the acquiring service is used and of satisfactory quality and fit for purpose (and, where the offer consists of services, supplied with reasonable skill and care and in accordance with good industry practice). Merchant must ensure that Merchant does not offer, advertise or accept orders for goods or services on its website that Merchant is not able to supply. If Merchant is unable to supply goods or services ordered, Merchant must offer an immediate refund. iCard may, at its sole discretion, generate such refunds itself if Merchant cannot prove supply of goods or services within reasonable time upon request of iCard.</p>
<p>3.13. Merchant shall not submit transactions that derive from business models or sales channels of the Merchant that have not previously been notified to and approved by iCard as part of iCard's due diligence on the Merchant or make any addition to or change to Uniform Resource Locators (URLs) representing a Merchant website utilizing the Service through which the acquiring service is used, or that redirect to the iCard website, without first notifying the change to iCard (and provide such supporting material as iCard requires) and obtaining iCard's written approval.</p>
<p>3.14. Merchant shall only transact offers that represent the whole offer price and shall not for any reason or purpose split Offers or sales into two or more transactions (unless the arrangement involves legitimate recurring payments). Merchant must not spread the value of the sale over more than one card.</p>
<p>3.15. Merchant shall make clear to buyers (cardholders) that an agreement for offers purchased through Merchant website or paid via Payment Request will be an agreement between the Merchant and the buyer and the Merchant will make clear to the buyer that Merchant is responsible for the transaction, including delivery of the products (whether physical or digital) or provision of the services that are the subject of the transaction, and for customer service and dispute resolution, all in accordance with the terms applicable to the transaction. iCard shall not be liable for any loss or damage arising out of such contract.</p>

<p>3.16. Merchant shall be fully responsible for the contractual customer care and after-sales support, which shall be provided in all languages, supported by Merchant.</p>
<p>4. Specific rules on transactions to be observed by Merchant. Merchant has the following rights and obligations in relation to the acceptance of payment cards:</p>
<p>4.1. Merchant has the right to refuse particular categories/brands of payment instruments, linked to a payment card, issued within the framework of a payment card scheme. The present paragraph shall not apply to consumer card-based payment instruments of the same brand and of the same category of prepaid card, debit card or credit card subject to interchange fees under the Regulation 2015/751. The Merchant may not refuse a payment instrument, linked to a card on the basis of the identity of the issuer or of the cardholder.</p>
<p>4.2. In case Merchant has decided to exercise its rights under art. 4.1. Merchant shall inform Cardholders of this, in a clear and unequivocal manner, at the same time as they inform Cardholders of the acceptance of other cards and payment instruments of the payment card scheme. Such information shall be displayed prominently at the entrance of the shop and at the till.</p>
<p>4.3. The information under the present section 4 shall be displayed on the Merchant's website or other applicable electronic or mobile medium. The information shall be provided to the Cardholder in good time before the Cardholder enters into a purchase agreement with the Merchant.</p>
<p>4.4. Merchant must prominently display the Merchant country that will be deemed to be the country of the transaction during the process of the latter, on either the checkout screen used to present the final transaction amount or within the sequence of web pages that the Cardholder accesses during the checkout process. Merchant is hereby explicitly informed that Merchant cannot use a link to a separate page or similar methods in order to comply with the present article, unless the link forms part of the "click to accept" (or equivalent) acknowledgment and refers to the cancellation policy of the Merchant.</p>
<p>4.5. Merchant shall have the right to provide information about the interchange and service fee to the Cardholders.</p>
<p>4.6. Merchant shall have the right to steer Cardholders to the use any payment instrument preferred by the Merchant including by treating card-based payment instruments of a given payment card scheme more or less favourably than others. This rule applies to intracountry and EEA transactions.</p>
<p>4.7. If Merchant has been authorized to undertake any specific type of transaction, Merchant is automatically authorized to provide refunds of such transactions. Merchant must only refund transactions to the card used for the original transaction. Merchant shall not make any cash refund to the cardholder for return of any merchandise or services previously purchased with his/her card. In such case, the refund shall be made solely by crediting the cardholder's card. Refund transactions can only be made as credit transactions, under the respective terms and conditions of the Card Organizations for such types of transactions.</p>
<p>4.8. In case the Merchant is authorized to accept payments with AMEX cards the amount of a credit transaction (refund) performed on the terminal of the Merchant cannot be different from the amount of the original purchase transaction. In accordance with AMEX rules the Merchant is obliged to initiate a credit operation to the Cardholder within 7 days as of the receipt of a reasonable request for a refund; and</p>
<p>4.9. Merchant must not undertake transactions for anything other than the described offers and activity of Merchant and genuine purchase of goods and services, which Merchant offers; and</p>
<p>4.10. Merchant floor limit is zero and all transactions must be authorized by Issuer and the respective Card Organization in compliance with its rules. Authorization can only confirm the lack of negative credit status of a Card and that the Card has not been reported as lost or stolen at the time of the transaction. Obtaining an authorization does not guarantee payment. If an authorization is not granted, Merchant must not continue to process the transaction; and</p>
<p>4.11. Dispute/Chargeback ratio:</p>
<p>i) Merchant has to maintain a chargeback ratio up to 0.9% either calculated as count-to-sales or USD dollar-to-sales and/or 100 chargebacks presented in total per month for Visa/UPI Cards. Merchant acknowledges and accepts that we shall also monitor the allowed chargeback ratio and can at any moment decide to cease the relevant Service without prior notice to Merchant in case Merchant is in breach of chargeback ratio.</p>
<p>ii) In MasterCard Merchants are considered noncompliant when both of the following are true: (1) the total monthly number of chargebacks is greater than 100, and (2) the chargeback ratio (count-to sales and/or USD dollar -to-sales) is greater than 1.5 % in total per month.</p>
<p>4.12. Fraud management:</p>
<p>i) Merchant must not exceed for VISA transactions 60 000 USD or equivalence in other currency of reported fraud and/or 0.9 % fraud-dollar-to sales-dollar or fraud count-to-sales count ratio of on a monthly basis.</p>
<p>ii) Merchants are considered noncompliant in MasterCard when all of the following conditions are met in a given month:</p> <ol style="list-style-type: none"> (1) The total dollar amount (or local currency equivalent) of fraud transactions exceeds USD 50.000 (2) Fraud to sale ratio is greater than 0.5%

<p>(3) The percentage of monthly clearing volume processed using 3DS (including Data Only transactions) is less than 10 percent in nonregulated countries, or less than 50 percent in regulated countries.</p>
<p>iii) The term non-regulated refers to those countries without a legal or regulatory requirement for strong cardholder authentication. The term regulated refers to those countries with a legal or regulatory requirement for strong cardholder authentication.</p>
<p>4.13. The rights of the Merchant under 4.1, 4.2 and 4.3 shall not apply in regards to payment instruments, issued by issuers, based outside the European Economic Area.</p>
<p>4.14. In case the Merchant has been presented with the possibility to accept payments via iCard Pay or another similar integration for accepting payments via internal transfers in the system of iCard AD, the Merchant is obligated to maintain a ratio of client complaints, which does not exceed:</p> <ul style="list-style-type: none"> i) 0.9% of the overall transactions via the checkout service, utilized by the Merchant; or ii) No more than 100 complaints a month; or iii) The amount of the transactions, related to customer complaints, does not exceed a limit of 60 000 USD or equivalency in another currency on an annual basis. <p>For the purposes of the present article, client complaints shall mean any kind of request, addressed either to the Merchant, iCard AD or any of its affiliates, which is related to any kind of compensation claim, including but not limited to unauthorized or incorrectly executed transactions.</p>
<p>5. Requirements for Recurring payments applicable for Acquiring Services:</p>
<p>5.1. Merchant shall require approval from us before offering recurring payments with payment cards in connection with Merchant offers. If Merchant has not received our prior approval, we may reject the payment transaction. If according to our reasonable opinion the Merchant misuses recurring payments, we may decline authorization or suspend the Service and Merchant's ability to offer recurring payments.</p>
<p>5.2. It shall be Merchant's responsibility to communicate the basis and terms of the recurring payment to the Cardholder in a fair, clear and transparent manner, at least at the point of payment, and capture the Cardholder's affirmative acceptance of such terms. For electronic commerce (e-commerce) Merchants the point of payment includes the screen where Cardholders enter their card credentials and any screens that show a summary of the order (such as a shopping cart), before it is submitted for authorization by the Cardholder. Providing a link to another page that contains this information (such as a terms and conditions page), or otherwise requiring the cardholder to expand a message box or scroll down the page to see the terms, will not satisfy this requirement. At the least Merchant must provide information to and receive a permission from the Cardholder including the following:</p>
<p>i) The transaction amount;</p>
<p>ii) The frequency of the recurring charges (the fixed dates on or intervals at which the Recurring Transactions will be processed);</p>
<p>iii) The duration for which Cardholder permission is granted;</p>
<p>iv) Cardholder's acknowledgement of the Merchant's cancellation and refund policies;</p>
<p>v) Where surcharging is permitted, Cardholder's acknowledgement of any surcharge assessed and the associated disclosures.</p>
<p>vi) Merchants that utilize a negative option billing model must also disclose the terms of the trial, including any initial charges, the length of the trial period, and the price and frequency of the subsequent subscription.</p>
<p>5.3. Merchant must retain the Cardholder's permission for the duration of the recurring merchandise or services. Merchant must provide the Cardholder with advance notice of each instance of a recurring payment at least 5 days before it is due or if for any reason this is not practicable, must provide the Cardholder with as much advance notice as possible.</p>
<p>5.4. Merchant is prohibited from charging an amount for a recurring transaction that includes a partial payment for merchandise or services purchased in a single transaction or any finance charges. Merchant is prohibited from completing a recurring transaction beyond the duration expressly authorized by the Cardholder or if Merchant receives either a cancellation notice from the Cardholder or if the transaction was denied for any reason.</p>
<p>5.5. Merchant must provide the Cardholder with the ability to cancel a recurring payment at any time. Merchant must provide an online or electronic cancellation procedure. Merchant declares he is aware that in recurring payments the cardholder may instruct the Issuer to discontinue the recurring payments to Merchant, in which case either the Issuer or/and we shall be obliged to discontinue the recurring payments, for which we shall not be liable.</p>
<p>5.6. Cardholder's written permission for a recurring transaction or a Mail/Phone Order Transaction must contain all of the following information:</p>
<p>i) Account number;</p>
<p>ii) Transaction date;</p>

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iii)	Transaction amount;
iv)	Authorization code, if any;
v)	Cardholder signature;
vi)	Merchant name;
vii)	Merchant location;
viii)	Description of merchandise or services.
5.7.	Merchant is obligated to use the method of communication agreed between Merchant and Cardholder (email message or any other electronic method) in order to (all points are applicable):
i)	Send a confirmation at the time of enrolment in a subscription/recurring billing plan that provides the terms of the subscription, including the terms of a trial period when applicable, and clear instructions about how to cancel the subscription.
ii)	Send a receipt after every billing that includes clear instructions for how to cancel the subscription.
iii)	Provide notification to Cardholder including the terms of the subscription and instructions about how a Cardholder may cancel the subscription, no less than three days and no more than seven days before the billing date if any of the following is true:
	(1) For any subscription/recurring payment plan that bills a cardholder less frequently than every six months (180 days)
	(2) A trial period, introductory offer, or any promotional activity has expired;
	(3) The recurring transaction agreement has been changed, including, but not limited to any change to the amount of the recurring transaction.
5.8.	Additional rules for Merchants offering “free trial periods”:
i)	Explicit consent: At the time of enrolment, Merchant must require the Cardholder to expressly consent to entering an ongoing subscription service for recurring payments.
ii)	Enhanced Notification: At the time of enrolment, Merchant must provide a copy (i.e., email or SMS/text, or other delivery method, if agreed with the Cardholder) of the terms and conditions of the subscription service to the Cardholder, even if no amount was due at the time. This must include:
	(1) The start date of the subscription.
	(2) Details of the goods/services.
	(3) Ongoing transaction amount and billing frequency/date.
	(4) Link or other simple mechanism to enable the Cardholder to easily cancel any subsequent transactions online.
	(5) Confirmation that the Cardholder has agreed to a subscription, unless the Cardholder cancels.
iii)	Explicit Transaction Receipts: Merchant must disclose the following on transaction receipts:
	(1) Length of any trial period, introductory offer, or promotional period, including clear disclosure that the Cardholder will be charged unless the Cardholder takes steps to cancel any subsequent transactions
	(2) Transaction amount and date for the initial transaction (even if no amount is due) and for subsequent recurring transactions
	(3) A link or other simple mechanism to enable the Cardholder to easily cancel any subsequent transactions online
iv)	Reminder Notification: No less than three days and no more than seven days before the end of trial period, or whenever terms and conditions will change, the Merchant must send a reminder notification to the Cardholder that the subscription plan will commence if the Cardholder does not cancel it. This notification must include the basic terms of the subscription and instructions about how to cancel. This reminder can be completed by email message or any other electronic method.
v)	Cancellation: Merchant must provide an easy way for the Cardholder to cancel the subscription or payment method online, regardless of how the Cardholder initially interacted with the Merchant (for example, a pop-up store in a shopping mall, door-to-door sales, or a TV/Radio ad).
5.9.	Expanded Dispute Rights for transactions where merchandise or digital goods have been purchased. Merchant can remedy the dispute by proving that it has acted appropriately, provided they can show that (a) the Cardholder expressly agreed to future transactions; and (b) the Merchant electronically notified the Cardholder (based on the details the cardholder provided) before processing new transactions following the trial/promotional period. This rule applies to services which were purchased by a Cardholder either:
i)	through a trial period; or
ii)	as a one-off purchase, and the cardholder was not clearly advised of further billing after the purchase date.
5.10.	Up-Selling Transaction Requirements.
i)	For the purposes of this document, the term “up-selling” means the sale of goods and services different from, and not affiliated with or a subsidiary of, the initial Merchant with whom the Cardholder initiates the Transaction.

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ii)	An up-selling Merchant must comply with all of the following:
	(1) Clearly disclose to the Cardholder all of the following:
	(a) the name of the up-selling Merchant offering the goods and services in a manner that clearly differentiates the up-selling Merchant from the initial Merchant;
	(b) a description of the goods and services;
	(c) the length of any trial period, including clear disclosure that the Cardholder will be charged unless the Cardholder takes steps to cancel the subsequent Transaction;
	(d) the Transaction amount and Transaction Date;
	(e) The cancellation policy;
	(2) Obtain the Cardholder's express informed consent for any subsequent Transactions by requiring the Cardholder to do all of the following:
	(a) Enter the Cardholder's Account Number for the subsequent Transactions;
	(b) Enter the Cardholder's name, address, and contact information;
	(c) Perform an additional confirmatory action to indicate consent to the Transaction (for example: clicking a confirmation button).
	(3) Comply with all other Transaction processing requirements.
iii)	For a Transaction involving up-selling, both of the following must occur:
	(1) Before completing a Transaction, the initial Merchant must do all of the following:
	(a) Clearly disclose to the Cardholder all of the information specified in 5.10.ii)(1) and the last 4 digits of the Account Number. If the first Transaction is an Electronic Commerce Transaction, this information must be clearly visible on the checkout screen.
	(b) At the time of the first Transaction, obtain express Cardholder consent for any subsequent Transactions. If the first Transaction is an Electronic Commerce Transaction, consent must be obtained via a "click-to-accept" button on the checkout screen.
	(c) Immediately after the first Transaction has been completed, send a Transaction Receipt to the Cardholder as specified in 5.10.ii)(1) and the last 4 digits of the Account number.
	(2) At least 7 days before initiating a subsequent Transaction, the up-selling Merchant must provide to the Cardholder written notification as specified in 5.10.ii)(1) and the last 4 digits of the Account number, if either:
	(a) The terms of the agreement between the Merchant and the Cardholder have changed. The notification must also include the new terms and conditions.
	(b) The transaction entails a trial period, introductory offer, or promotional period is going to end.
5.11. Negative Option Transaction Requirements.	
i)	For the purposes of this document, the term "Negative Option Merchant" means a Merchant that requires the Cardholder to expressly reject the Merchant's offer of additional goods and/or services during the Transaction process or expressly decline to participate in future Transactions.
ii)	A Negative Option Merchant must comply with all of the following:
	(1) Obtain the Cardholder's express informed consent by disclosing all purchase terms and conditions before initiating the initial Transaction, including, but not limited to, the following:
	(a) the name of the Merchant offering the goods and services;
	(b) a description of the goods and services;
	(c) the Transaction amount and Transaction Date (including for each recurring charge);
	(d) the length of any trial period, including clear disclosure that the Cardholder will be charged unless the Cardholder take steps to cancel the subsequent Transaction;
	(e) the cancellation policy;
	(2) Provide a simple mechanism for the Cardholder to cancel charges;
	(3) Comply with all other transaction requirement.
iii)	A negative option Merchant must do all of the following:
	(1) Before completing an agreement or Transaction, clearly disclose to the Cardholder all of the information specified in 5.11.ii) and the last 4 digits of the Account Number. If the Merchant sends a Transaction Receipt or notification via email, a link to a page on the Merchant's website where the agreement, order, or any subsequent Transaction can be easily cancelled. If the initial Transaction is an Electronic Commerce Transaction, this information must be clearly visible on the checkout screen.
	(2) At the time of the agreement or first Transaction, obtain express Cardholder consent for any subsequent Transactions. If the first Transaction is an Electronic Commerce Transaction, consent must be obtained via a "click-to-accept" button on the checkout screen.

<p>(3) Immediately after the first Transaction (if applicable) and Cardholder consent to subsequent Transactions, send to the Cardholder a Transaction Receipt (if applicable) or written confirmation, as specified in 5.11.ii) and the last 4 digits of the Account Number.</p>
<p>(4) At least 7 days before initiating a subsequent Transaction, provide written notification to the Cardholder as specified in 5.11.ii) and the last 4 digits of the Account Number, if either:</p>
<p>(a) The terms of the agreement between the Merchant and the Cardholder have changed. The notification must also include the new terms and conditions;</p>
<p>(b) A trial period, introductory offer, or promotional period is going to end.</p>
<p>5.12. Where Merchant agrees with the Cardholder to receive recurring payments, we shall facilitate the transaction between Merchant and the Cardholder, but we shall be under no obligation to enforce any contractual obligations for payment by the Cardholder to Merchant or for delivery of Merchant's goods or services to the Cardholder. We make no representation and give no undertaking or warranty that recurring payments will be made by the Cardholder. We shall be under no responsibility to enforce the recurring payment arrangement against the Cardholder.</p>
<p>5.13. Additional Requirements for Recurring payments are outlined in section 0 of this Policy in relation to Merchants processing payment transactions with AMEX-branded cards.</p>
<p>5.14. In case of a chargeback initiated by the Cardholder for a recurring transaction and in order for the Merchant to successfully dispute the chargeback, Merchant must:</p>
<p>i) Provide documentation proving that the transaction was recurring. Examples included but are not limited to: The Merchant providing proof that the Cardholder had to click to accept the recurring terms and conditions or the cardholder signed a contract agreeing to the recurring terms and conditions.</p>
<p>ii) For Cardholders executing recurring transactions with VISA-branded cards, the documents that Merchant should provide in order to justify recurring transaction includes:</p>
<p>(1) Evidence of a legally binding contract held between the Merchant and the Cardholder;</p>
<p>(2) Proof regarding Cardholder's use of the merchandise or services;</p>
<p>(3) Evidence of a previous transaction that was not disputed.</p>
<p>iii) For Cardholders executing recurring transactions with MasterCard-branded cards the Merchant retains the Cardholder's written agreement to the terms of a recurring payment transaction. The Merchant must not deliver products or perform services pursuant to a recurring payment transaction after receiving notification of its cancellation by us or the Cardholder or that the Account on file is not to be honored.</p>
<p>5.15. Merchant acknowledges and accepts that Merchant shall refund the full amount paid by Cardholder if the Merchant has not adhered to the terms of the sale or service or the present Acceptance Policy.</p>
<p>6. Requirements for Pre-Authorization/Estimated transactions (if allowed by the Service):</p>
<p>6.1. Merchant may be entitled to use Pre-Authorization functionality after preliminary approval and only if it meets the conditions set in the present Acceptance policy and/or correspondent to the Legal agreement for the relevant Service and:</p>
<p>i) performs business activity related to deferred delivery of goods and services;</p>
<p>ii) ensures Cardholder's prior consent to incur Pre-Authorization transactions by including such clause in his General Terms and Conditions or other document regulating the legal relationship between Merchant and Cardholder;</p>
<p>6.2. A Pre-Authorization confirmation transaction must be completed within the approved by ICARD term of the transaction date of the initial Pre-Authorization transaction.</p>
<p>6.3. If Merchant wishes to use Pre-Authorization transaction to guarantee its reservations, Merchant must provide us with Merchant's Cancellation Policy. In case of dispute Merchant must provide us with proofs that Merchant has communicated the Cancellation Policy and all of the required information (described in details below) to the Cardholder whereas Merchant agrees that we may require additional documents related to cancellation of reservations.</p>
<p>7. Specific Requirements to Merchants performing business activity as hotel, cruise line or a vehicle rental company.</p>
<p>7.1. If Merchant runs a 1) Hotel or a vehicle Rental Company or is a third-party booking agent that accepts payments with Cards to guarantee Hotel/Vehicle Rental reservations, or runs a 2) Hotel or Cruise Line business and wishes to participate in the Advance Deposit Service the following requirements must be applied:</p>
<p>i) Billing Information:</p>
<p>(1) For the purposes of compiling its billing information Merchant must obtain the Cardholder name, Account Number and Card expiry date.</p>
<p>(2) Additional requirements for some Merchants (Hotel or Cruise Line business) using Advance Deposit Service:</p>
<p>(a) Cardholder's telephone number and mailing address;</p>
<p>(b) Scheduled date of check-in for a Hotel, or embarkation for a Cruise Line; and</p>

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	(c) Intended length of stay or voyage.
	(d) Merchant must determine the Advance Deposit Transaction amount, which must not exceed for Hotels - the cost of the intended length of stay (not to exceed 14 nights' accommodation), and in the case of a Cruise Line - the total cost of the cruise.
	(3) In all cases the amount of an Advance Deposit Transaction or reservation transaction must be offset against the total cost of Merchant's service to be paid by the Cardholder.
ii)	Accommodation/Reservation Information:
	(1) Merchant is obliged to provide to the cardholder in writing confirmation of the reservation as well as all of the following:
	(a) The Reserved accommodation rate, Currency and amount of the Transaction;
	(b) The exact name and physical address of the hotel establishment, of the cruise ship and point of embarkation to the Cardholder or of the location from where the vehicle is to be collected prior to accepting the Cardholder's reservation;
	(c) Merchant's cancellation policy.
	(2) Additional information for hotel reservations:
	(a) Merchant must inform the Cardholder that one night's lodging will be billed or in case of Advance Deposit Transaction Merchant will retain all or part of the Transaction amount if the Cardholder has not:
	- Registered at the hotel establishment by the check-out time on the day following the Cardholder's scheduled arrival date;
	- In case of Advance Deposit Transaction check-in at the reserved Hotel by the check-out time on the day following the specified last night of lodging or check-in by embarkation time of the Cruise (the Cardholder will lose the amount of the deposit that is equivalent to the unused amount of the reservation); or
	- Properly cancelled the reservation in accordance with Merchant's cancellation policy.
	(3) Additional information for Advance Deposit Transaction:
	(a) Merchant's intention to hold the Hotel or Cruise Line accommodation for the number of nights paid for and according to the reservation; and
	(4) Additional requirements for Vehicle Rental Service:
	(a) Ensure that the Cardholder is advised, at the time of making the reservation, that a confirmation receipt is available during the hours of operation on return of the rented vehicle. This receipt confirms the mutually agreed condition of the rented vehicle upon its return;
	(b) Inform the Cardholder that a No-Show Transaction up to the value of one day's rental at the reserved vehicle rental rate will be billed to the Cardholder if the Cardholder has neither:
	- Collected the vehicle within 24 hours of the collection time; nor
	- Properly cancelled the reservation in accordance with the communicated Vehicle Rental Company's cancellation policy.
	(5) If Merchant wishes to reserve the right to bill a No-Show Transaction, the latter must confirm, in writing, as part of the reservation confirmation, the value and currency of the No-Show Transaction that will be billed to the Cardholder.
iii)	Reservation Confirmation.
	(1) Merchant agrees that a written confirmation of the reservation must be provided to the Cardholder which must contain all of the following information:
	(a) Cardholder name, Account Number truncated to only display four digits, Card expiry date;
	(b) Confirmation code and with the advice to the Cardholder to retain it in case of a dispute;
	(c) Exact physical address of the hotel establishment/ of location where vehicle is to be collected; and
	(d) Hours of operation of the collection and return outlet (applicable for Vehicle Rental Reservation)
	(e) Merchant's cancellation policy requirements or if applicable Hotel Reservation Service provisions relating to the Cardholder's obligations.
	(f) The actual date and time when the Cardholder's ability to cancel the accommodation reserved by that Advance Deposit Transaction without penalty expires; and
	(g) Written confirmation of any changes to the reservation made by the Cardholder.
	(2) If Merchant does retain all or part of the Transaction Amount of the Advance Deposit Transaction, it must not charge the Cardholder for a No-Show Transaction.
iv)	Transaction Receipt Completion (Applicable to Merchants using Advance Deposit Service).
	(1) The Transaction Receipt for the Advance Deposit Transaction must include the following information:
	(a) Transaction Amount of the advance deposit;
	(b) Cardholder name and Account Number and Card expiry date;

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	(c) Cardholder telephone number and mailing address;
	(d) The words "Advance Deposit" on the Transaction Receipt signature line;
	(e) Merchant's confirmation code confirming the Advance Deposit Transaction;
	(f) Scheduled check-in date or embarkation date; and
	(g) The actual date and time that the Cardholder's ability to cancel the accommodation without penalty reserved by that Advance Deposit Transaction expires.
	(2) Merchant must send a copy of the Transaction Receipt and a copy of its cancellation policy to the Cardholder within three business days of the Transaction Date of an Advance Deposit Transaction.
v)	Cancellation Period.
	(1) Merchant must accept all cancellations from Cardholders using its Service Hotel Reservation Service. Merchant in its cancellation policy may specify that may charge the Cardholder for one night's accommodation or that may only retain those amounts deposited in advance if the Cardholder has not cancelled its reservation within the time limits specified in that policy as relating to a cancellation with no penalties.
	(2) Additional requirements for Hotel and Vehicle Rental Reservations:
	(a) Merchant must not require cancellation notification of more than 72 hours prior to the scheduled arrival date/the scheduled pick up date for cancellation without penalty.
	(b) In case the Cardholder makes a reservation within 72 hours prior to the scheduled arrival date, the cancellation deadline must be no earlier than 6:00 p.m. at the physical location of Merchant on the scheduled arrival date/the scheduled pick up date.
vi)	Cancellation Confirmation.
	(1) Merchant must provide the Cardholder with a cancellation code (provided that the cancellation is properly done in accordance with the cancellation policy) and advise the Cardholder to retain it in case of a dispute.
	(2) When a Cardholder cancels a reservation, Merchant must communicate (in writing) a confirmation of cancellation to the Cardholder at the Cardholder's request within 1 business day of the cancellation date. The confirmation must include the following:
	(a) Cardholder name, Account Number, truncated to show only four digits, Card expiry date; and
	(b) Cancellation code.
	(3) In case of cancellation of reservation that is the subject of the Advance Deposit Transaction and Merchant is not entitled to retain all of the Transaction Amount of the Advance Deposit Transaction, Merchant must complete a Credit Transaction Receipt, including all of the following:
	(a) Transaction Amount;
	(b) Cardholder name, Cardholder Account Number and expiry date as displayed on the Card;
	(c) Cardholder telephone number and mailing address;
	(d) Cancellation code given to the Cardholder by Merchant; and
	(e) The words "Advance Deposit" on the Credit Transaction Receipt signature line.
	(4) Within three business days of the Transaction Date for the Transaction under which Merchant refunds the Cardholder with all or part of the Transaction Amount of the Advance Deposit Transaction, Merchant must both:
	(a) Deposit the Credit Transaction Receipt to us; and
	(b) Send the Cardholder's copy of the Credit Transaction Receipt to the Cardholder.
vii)	Unclaimed Accommodations/Rentals.
	(1) Merchant must hold the reserved accommodation until the check-out time on the day following the scheduled check-in day unless the Cardholder has cancelled the reservation.
	(2) If the Cardholder has not claimed or cancelled the accommodation, Merchant must complete a Transaction Receipt that must contain the following:
	(a) Amount of one night's lodging plus applicable tax;
	(b) Cardholder name, Account Number, Card expiry date; and
	(c) The words "No-Show" on the signature line of the Transaction Receipt.
	(3) If a Cardholder has not claimed or cancelled the vehicle rental by the specified time, Merchant must keep the vehicle available according to the reservation for 24 hours from the collection time. If the vehicle remains unclaimed by the Cardholder, Merchant may process a No-Show Transaction.
viii)	Unavailable Accommodations.
	(1) If the guaranteed accommodations are unavailable, Merchant must make the following services available to the Cardholder at no charge:
	(a) Comparable accommodations for one night at another hotel establishment;

	(b) If requested, a three-minute telephone call and message forwarding to the alternative establishment; and
	(c) Transportation to the alternative establishment.
ix)	Unavailable Hotel Accommodation related to Advance Deposit Service.
	(1) If the reserved hotel accommodation is unavailable, Merchant must offer the Cardholder the following:
	(a) Comparable hotel accommodation at an alternative establishment for the number of nights specified in the reservation (not to exceed 14 nights) or until the reserved accommodation become available at the original establishment;
	(b) If requested, two three-minute telephone calls and message forwarding to the alternative establishment;
	(c) Transportation to the alternative establishment's location and return to the original establishment; and
	(d) If requested, daily transportation to and from the alternative establishment.
	(2) If the reserved hotel accommodation is unavailable and the Cardholder either accepts any alternative hotel accommodation and undertakes to pay for such accommodation, or chooses not to accept any alternative hotel accommodation, Merchant must provide the Cardholder with the following:
	(a) A credit refund for the entire Advance Deposit Transaction amount; and
	(b) A copy of the Credit Transaction Receipt.
	(3) If the Cardholder accepts alternative hotel accommodation and Merchant undertakes to pay directly for such alternative accommodation, Merchant shall not provide a credit refund for the amount of the Advance Deposit Transaction.
x)	Unavailable Cruise Line Accommodation related to Advance Deposit Service.
	(1) If the reserved Cruise Line accommodation is unavailable, and no comparable Cruise Line accommodation is available on the Cruise Line, Merchant must offer the Cardholder a comparable cruise of similar itinerary and embarkation date at no additional cost to the Cardholder.
	(2) If the reserved Cruise Line accommodation is unavailable and the Cardholder either accepts any alternative Cruise Line accommodation and undertakes to pay for such accommodation, or chooses not to accept any alternative Cruise Line accommodation, Merchant must provide the following:
	(a) A credit refund for the entire Transaction Amount of the Advance Deposit Transaction;
	(b) A copy of the Credit Transaction Receipt to the Cardholder.
	(3) If the Cardholder accepts alternative Cruise Line accommodation and Merchant undertakes to pay for such accommodation, Merchant shall not provide a credit refund for the amount of the Advance Deposit Transaction.
	(4) When a Cardholder uses the Advance Deposit Service, if Cardholder accepts the alternative Cruise Line accommodation in accordance with art. 7.1.10 (i)., Merchant must offer the following to the Cardholder without charge:
	(a) An additional night's accommodation;
	(b) Airfare to a different port city or airline transportation to the airport nearest the Cardholder's residence; and
	(c) Reasonable out-of-pocket expenses incurred by the Cardholder.
8. Specific Requirements to Merchants offering Online Storage or File-sharing Services.	
8.1. If Merchant is offering Online storage or File-sharing services and also	
i)	rewards Users of the Merchant or Sponsored Merchant's service for uploading, downloading, or sharing content and/or
ii)	promotes online content by distributing URL codes or forum codes to individuals or third parties and/or
iii)	has implemented a link-checker on the Merchant's or any of Merchant's subcontractors' website(s), allowing individuals to check whether a link has been disabled in order to re-upload content that has previously been removed, must comply with the following in order to adhere to the present Acceptance policy:
	(1) Merchant and/or Merchant's subcontractors must report all illegal content to the relevant authorities based on the local laws governing the country(ies) in which a) the Merchant or Sponsored Merchant has its Merchant Outlet and/or b) the illegal content is stored and/or c) the illegal content is uploaded and/or downloaded.
	(2) Merchant and/or Merchant's subcontractors must implement a process for reviewing, removing, and reporting illegal or prohibited content and for preventing individuals who have uploaded illegal or prohibited content from uploading any content in the future.
9. Specific Requirements to Merchants offering adult content.	
9.1. Merchants that provide non-face-to-face adult content, must ensure that they employ strong content control measures that include the monitoring, blocking, and where necessary, taking down of content as appropriate	

9.2. Merchants that engage in the provision of adult content and services that allow third-party users to upload or generate content, including real-time/live streaming content are required to:
i) Enter into written agreements with third-party users that upload or generate content (“content providers”) for the merchant’s website, which include clauses related to:
(1) Prohibition of any activity that is illegal or otherwise violates the provisions of this Acceptance Policy or the Card Organisations’ rules;
(2) Requirement(s) for the content provider to obtain and keep on record written consent from all persons depicted in the content, specific to the following areas: 1) consent to be depicted in the content; 2) consent to allow for the public distribution of the content and to upload the content to the Merchant’s website; and 3) If the content will be made available for downloading by users, consent to have the content downloaded by such users.
(3) Provisions relating to written consent of persons depicted, and identity and age verification of persons depicted
ii) Only permit content uploads from verified content providers;
iii) Have a robust process for verifying the age and identity of the content provider, which includes the review and validation of a government-issued identification and steps to ensure that the government identification is in the possession of, and belongs to, the content provider. The use of a third-party vendor that specializes in the validation of government identifications is recommended
iv) Review all uploaded content prior to publication to ensure it is not illegal or otherwise in violation of the Card Organization Rules
v) In case the Merchant provides adult live-streaming services: To be able to fully control its platform used for live streaming, including real-time monitoring and content removal;
vi) Allow a person depicted in content can appeal for its removal.
9.3. For all adult content and services Merchants, the following rules shall apply:
i) The Merchant must not market the content of its website or permit content search terms to give the impression that the content contains child exploitation materials or the depiction of non-consensual activities.
ii) The Merchant must support a complaint process that allows for the reporting of content that may be illegal or otherwise violates the present Policy or the Card Organisations’ Rules and must review and resolve all reported complaints within seven (7) business days. In the event that such review yields evidence of illegal content, the Merchant must remove that content immediately.
iii) The Merchant must offer the ability for any person depicted in a video or other content to appeal to remove such content. Once triggered, the Merchant must, through a reasonable process, confirm that the appropriate consent was obtained, including as required above. If consent cannot be established, or if the person depicted in the content can demonstrate that the consent is void under applicable law, the Merchant must remove the content with immediate effect. If the Merchant disagrees that consent is void under applicable law, the Merchant must allow such disagreement to be resolved by a neutral body, at the Merchant’s expense.
iv) The Merchant must provide iCard with monthly reports that include a list of all content, including URLs and videos, flagged as potentially illegal or otherwise in violation of the present Policy or the Card Organisations’ Rules and the relevant actions taken by the Merchant, as well as details of all complaints and take-down requests the Merchant received. The Merchant acknowledges and agrees that iCard may be required to share such reports with the Card Organisations.
v) The Merchant must not attract users to its website by utilizing adult content that is illegal or otherwise violates the present Policy or the Card Organisations’ Rules.
vi) The Merchant must have effective policies in place that prohibit the use of its website in any way that promotes or facilitates human trafficking, sex trafficking or physical abuse. Active membership and participation in an anti-human trafficking and/or anti-child exploitation organization is highly recommended.
vii) The Merchant shall provide iCard with credentials that allow access to its website for up to seven (7) days to view all content that is behind a paywall or otherwise restricted to members of the website, upon request. The Merchant acknowledges and agrees that iCard might be required to provide the credentials to the Card Organisations, in case where an investigation is launched by the former towards the Merchant and iCard as its acquirer.
10. Requirements for gambling transactions applicable for Acquiring Services:
10.1. Merchant is responsible to secure that all lawful gambling transactions, submitted by Merchant for processing comply with the specific additional requirements, connected to such transactions, including without limitations:

i)	Merchant has a valid license or other appropriate authority, or has duly granted license or power to registered agents or shops to operate Merchant website or offers under all applicable laws of the country or countries, where Merchant offers its goods and services; and
ii)	Merchant identifies the state or foreign country where the cardholder initiating the transaction is physically located at the time of the transaction; and
iii)	Merchant records the response and retain it, along with the reference to cardholder's card (such as token or other details); and
iv)	Merchant retains this information for a minimum of one year from the transaction date and provide it to iCard or sub-contractor of iCard upon request; and
v)	Merchant posts a notice on Merchant websites in a position such that the notice will be displayed before requesting an account number (such as a click-through notice) stating that assertions have been made that Internet gambling may not be lawful in some jurisdictions, including the United States, and suggesting that the cardholder check whether Internet gambling is lawful under applicable law; and
vi)	Merchant provides on Merchant website at least the following information: a statement of the cardholder's responsibility to know the laws concerning online gambling in his or her country of domicile; a statement prohibiting the participation of minors; the Rules of play; the Cancellation policies; the Pay-out policies; a statement recommending that the cardholder retains a copy of Payment Records and Merchant policies and rules; and
vii)	Merchant checks every cardholder in the existing registers for addicted persons as per requirements of the Gambling Legislation or other equivalent lists supported in the country of the cardholder and refuses transaction, when he is present there;
viii)	Merchant restrain from selling chips or other value that can be used, directly or indirectly, to gamble at locations other than Merchant website; and
ix)	Merchant disburses winnings as 'Gaming Payment Transaction' or 'Original Credit Transaction' and not in the form of cash, cheque or other payment method, whereas the transaction is processed to the same Account Number that was used in the Gambling Transaction, which placed the winning wager. Refunds for MasterCard Cards are not allowed; and
x)	Merchant ensures that a Gambling Transaction representing the winning wager has been lawfully made and properly identified; and
xi)	Merchant does not exceed 25 refunds in total per month and refunds for more than 5% of Merchant sales volume for VISA Cards.
10.2. Merchant acknowledges and agrees that a Cardholder changing his/her mind before gambling or gaming, or a Cardholder's claim that a transaction was fraudulent, is a valid reason for refund of the transaction amount.	
11. Specific Requirements for Collection Agencies and Repayments of Debt or Overdue Receivables:	
11.1. Merchants collecting debt or overdue receivables on behalf of another entity must provide a disclosure to the Cardholder before the Transaction is complete and allow the Cardholder to cancel. The disclosure must include all of the following:	
i)	Name of the original lender or creditor;
ii)	Information to identify the transaction such as:
	(1) Account / reference number from the original lender or creditor;
	(2) Description of the debt or overdue receivables (for example: "utility bill");
	(3) Date of the repayment contract;
iii)	Instructions for the cardholder on how to obtain additional information about the underlying transaction.
11.2. A Merchant may not accept Credit card for debt repayment. A Merchant may accept a card, including Credit Card, for the repayment of an Overdue Receivable only if it complies with all of the following:	
i)	Has as its principal business the collection of overdue Debts ;
ii)	Is a Member of its recognized professional body or association;
iii)	Includes the Debt repayment indicator in the Authorization Request and Clearing Record;
iv)	Uses 3-D Secure to Authenticate the Cardholder when initiating, at a minimum, the first Transaction.
11.3. The transaction receipt for debt repayment and overdue receivable transaction must contain all of the following, as applicable	
i)	Name of the Loan repayment Merchant (for collection agency transactions);
ii)	Name of the original lender/creditor if different than the Loan repayment Merchant;
iii)	Type of repayment (for example: "mortgage," "credit card," "goods," "services").
12. Requirements for Affiliates:	
12.1. Merchant, and in particular merchants offering financial incentives for referring a successful Card purchase must not act as an affiliate or act via affiliates without the prior written consent of iCard and identification and due diligence of each affiliate or merchant. Merchant and any agents of Merchant must inform iCard of any affiliates or models that they are using.	

12.2. Merchant has to conduct himself and provide information to iCard for a due diligence on their affiliates, prior to working with them. This due diligence should include:
i) Ownership structure;
ii) Location of affiliate;
iii) Business model used;
iv) Copy of passport;
v) Pricing model.
(1) Merchant should only begin working with new affiliates once due diligence has been performed. Existing affiliates should be assessed (if no due diligence was undertaken originally) and regular monitoring should be undertaken.
(2) All transactions must be introduced in the payment system directly by the cardholder who has been re-directed to the end merchant. Affiliates must not capture card data on behalf of merchants.
(3) Merchants must only accept Card payments which are initiated directly by the cardholder and not by a third party on behalf of the cardholder. Merchants should ensure that they accept only transactions from genuine cardholders and not from affiliates on behalf (or purporting to be on behalf) of cardholders.
(4) Merchants should actively control and monitor their affiliate portfolio and have the technical ability and underwriting in place to terminate an affiliate.
13. Specific Requirements to Merchants accepting transactions with AMEX-branded payment cards.
13.1 Merchant acknowledges and accepts that the processing transactions made via AMEX-branded payment cards is acceptable only for Merchants which were approved by our sole discretion for processing transactions made via AMEX-branded payment cards. The processing of transactions made via AMEX-branded payment cards will not be active for Merchants until there is such approval granted from our side.
13.2 Processing transactions made via AMEX-branded payment cards is prohibited for Merchants with the following business activities:
i) Bail/Bail Bond – a sum of money paid by a criminal defendant to be released from jail under the condition that they appear for court appearances.
ii) Collection Agencies - A company that lenders use to help recover funds that are past due. Examples include: debt collection agencies, factoring companies, and liquidators.
iii) Commercial Leasing - A business that conveys land, real estate, equipment, or other property, to another for a specified time in return for regular periodic payment. Examples include commercial real estate and commercial vehicles, such as trucks and marine vessels. This does not include residential Real Estate Agents and Managers – Rentals (MCC 6513).
iv) Credit Financing - A merchant that provides financing to customers, earning revenue on that financing via fees and/or interest. Examples include: credit cards, personal loans, student loans, car loans, and mortgage payments.
v) Cryptocurrency / Virtual Currency - Digital money not authorized or adopted by a government. Issued and controlled by its developers and used and accepted among members of a specific virtual community.
vi) Gambling - The wagering of money or something of value on an event with an uncertain outcome, with the primary intent of winning money or material goods. Examples include: Regulated (real money) betting, including casino, poker, sports betting, lottery tickets, Advance-deposit wagering, including horse/dog racing, Fantasy sports, Skill-based, pay-to-play games that award monetary prizes, Games of chance that are not free to enter and award monetary prizes, Government-owned and other lotteries, Gambling chips, Gambling credits.
vii) Investments - A purchase made for speculative purposes, or with the intent of future profit or appreciation. Examples include, but are not limited to, securities (stocks, bonds, commodities, and mutual funds), wine with delivery that exceeds 1 year from purchase, and investment on futures.
viii) Licensed Insolvency Practitioners - A professional intermediary in insolvency procedures.
ix) Marijuana-Related Businesses - Any individual or entity that manufactures, processes, distributes, or dispenses marijuana, or byproducts or derivatives of marijuana, whether for recreational or medicinal purposes, and whether or not subject to a governmental licensing regime.
x) Real Estate Down Payments - An initial payment when the real estate is bought on credit.
xi) Auction houses
xii) Bullion – bulk metal in bars or ingots such as gold, silver, platinum, palladium bullion; gold, silver, platinum, palladium bars; precious metals;
xiii) Cash at Point of Sale/Cash on card – Cash or cash-like transactions from financial and non-financial institutions;
xiv) Pharmacies (Card Not Present) - Pharmacies that submit Card Not Present transactions.

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xv) Digital File Hosting (Cyberlockers) - Online data hosting services that provide remote storage space within a secure storage architecture; they can be accessed globally over the Internet. Cyberlockers are also referred as 'online storage' or 'cloud storage';
xvi) Door-to-Door Sales - Unsolicited individual (who may go from door to door) selling goods and/or services with immediate payment expected;
xvii) Escort Services - A business, agency, or person who, for a fee, provides or offers to provide a companion;
xviii) Foreign Exchange - A business or financial institution that has the legal right to exchange one currency for another currency;
xix) Tobacco and Smokeless Tobacco Retailers (Card Not Present) - Tobacco, and e-cigarettes retailers that submit Card Not Present transactions. Example includes vaping products, and not only);
xx) Multi-level Marketing / Pyramid Selling (also referred to as Direct Marketing – Inbound/Outbound Telemarketing) - A sales system that uses one or more of the following practices: <ul style="list-style-type: none"> • participants pay money for the right to receive compensation for recruiting new participants; • a participant is required to buy a specific quantity of products, other than at cost price for the purpose of advertising, before the participant is allowed to join the plan or advance within the plan; • participants are knowingly sold commercially unreasonable quantities of the product or products (this practice is called inventory loading); • participants are not allowed to return products on reasonable commercial terms;
xxi) Non-travel related membership / Subscription, where the subscriptions are paid more than one month in advance;
xxii) Payment Facilitator / Aggregator / Master Merchant / Payment Aggregator / Third Party Service Provider ("TPSP") - an entity that submits transactions for payment to a payment card network on behalf of other merchants who may or may not have direct relationships with merchant acquirers of the network;
xxiii) Payment intermediaries – businesses that provide payment intermediation, including bill pay providers, centralized payment platforms, marketplaces and digital wallet operators, including p2p transfers, BNPL and top-up;
xxiv) Political Party Donations - Membership organizations that promote the interests of or raise funds for a national, state, or local political party or candidate;
xxv) Prostitution - A person or business providing sexual services in return for payment;
xxvi) Telemarketing - Travel Related - A business that telemarkets travel related products or services or other travel arrangements;
xxvii) Timeshares - Selling partial ownership of a property for use as a holiday home, whereby a Cardmember can buy the rights to use the property for the same fixed period annually;
xxviii) Top-up wallet managed by merchants – providers that allow funds to be loaded into a digital wallet for subsequent payments;
xxix) Bankruptcy Services – A company or agency that is in the business of recovering money owned on delinquent accounts or supporting the bankruptcy process;
xxx) Check Cashing/Guarantee – A business that provides customers with a way to turn a check into cash without having to rely on a bank account;
xxxi) Child Pornography – An individual or entity providing or associated with the visual depiction of a minor engaged in obscene or sexually explicit conduct, whether made or produced by electronic, mechanical, or other means;
xxxii) Credit restoration – A service aimed at improving credit ratings by disputing errors and outdated claims with credit bureaus;
xxxiii) Debt Repayment (past due or defaulted) – A company collecting payment of an overdue debt;
xxxiv) Online Adult Entertainment – A business or entity that provides internet adult digital content;
xxxv) Payday Lending – A company that lends customers money at high interest rates on the agreement that the loan will be repaid when the borrower receives their next paycheck;
xxxvi) Wire Transfers In-Person (not online) – A business that specializes in the transfer of money from one location to another;
xxxvii) Dating services – A business, agency, or person who, for a fee, provides or offers dating services.
13.3 Processing transactions made via AMEX-branded payment cards is prohibited for the following goods and services:
i) damages, losses, penalties, or fines of any kind;
ii) costs or fees over the normal price of the goods or services (plus applicable taxes) or Charges that Cardmembers have not specifically approved;
iii) overdue amounts, or amounts covering returned or stop-payment checks;
iv) adult digital content sold via Internet Electronic Delivery Transactions;
v) cash;

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vi)	sales made by third parties or entities conducting business in industries other than the Merchant;
vii)	amounts that do not represent bona fide sales of goods or services at Merchant's business, e.g. amounts which do not represent a bona fide sale of goods or services by the Merchant (e.g. the "funding" of an account without a corresponding provision of goods/services to another person is prohibited, as are purchases by the owners (or their family members) or employees of Merchant contrived for cash flow purposes);
viii)	illegal business transactions.
13.4 Processing of transactions made via AMEX-branded payment cards is conditional on approval by AMEX and the Financial institution(s) for the following business activities:	
i)	Charities, Crowdfunding and not-for-profit activities – A non-profit, non-political organizations that collects donations, including fundraising. This category includes also crowdfunding merchants that accept donations on behalf of individuals raising money for various causes without any expectations of repayment and without any additional perceived or actual financial or tangible benefit;
ii)	Travel industry suppliers.
13.5 Processing transactions made via AMEX-branded payment cards is restricted to Merchants with business activity in the EEA countries:	
13.6 In case a Merchant has been approved for accepting transactions with AMEX-branded payment cards Merchant must inform us immediately in case of any change of his business activity. In case Merchant does not comply with this provision or is in breach of any requirement under this section (specifically those under pts 13.2-0), we shall have the option to terminate the provision of the Acquiring Service with immediate effect and Merchant acknowledges and agrees that we shall bear no responsibility for any damages, losses, claims or other similar obligations in relation to the termination.	
13.7 Merchant acknowledges and accepts that in case of an e-commerce transaction where the goods are not shipped after 7 days as of the day of card authorization, we may require a new authorization to be processed on the card. Merchant acknowledges and accepts that Merchant cannot submit any charge (authorization request) until the services purchased have been delivered to the Cardholder.	
13.8 Specific requirements for Recurring payments in relation to Merchants processing payment transactions with AMEX-branded cards:	
i)	In addition to all other requirements as defined under section 5 of this Policy, in case Merchant offers AMEX cardholders the option to make recurring payments automatically for a series of separate purchases or payments, before submitting the first recurring billing charge, Merchant must:
	(1) obtain the Cardholder's name as it appears on the Card, Card account number, expiry date, and billing address.
	(2) utilize a method to secure the cardholder's consent that contains a disclosure that we may receive updated Card account information from the financial institution issuing the cardholder' Card(s).
ii)	In case a Merchant receives more than 1 chargeback by a Cardholder in a single trimester for a payment made with an AMEX-branded card, iCard shall have the right to automatically and without notice increase the fee for acquiring for AMEX-branded card towards such Merchant with 0.05%.
14. Specific requirements for the use of Apple Pay	
14.1. In case the Client has been provided with the possibility to use the Apple Pay integration, the Client shall be obligated, in addition to all other obligations under the present Policy, to comply at all times with Apple's requirements for the Apple Pay service, which can be found here and form and integral part of the present policy. You are hereby informed of Apple Pay's list of restricted/prohibited activities.	
15. Specific requirements for the use of Google Pay	
15.1. In case the Client has been provided with the possibility to use the Google Pay integration, the Client shall be obligated, in addition to all other obligations under the present Policy, to comply at all times with Google's requirements for the Google Pay service, which can be found here and form and integral part of the present policy. You are hereby informed of Google Pay's list of restricted/prohibited activities.	
For Merchant:	For iCard:
_____ /name and title/:	_____ /name and title/: Yavor Petrov, CEO
Date:	Date: