Satispay Business API Terms of Use

(Version 1.0| 12 June 2020)

This document defines the terms and conditions of use (the "**Terms of Use**") laid down by Satispay S.p.A. ("**Satispay**") in order to regulate the use of the Satispay Business API (the "**APIs**"), which are part of Satispay's innovative technological platform (the "**Satispay Platform**"). The Satispay Platform, together with the Satispay trademark, owned by Satispay, have been created and developed in order to allow the processing of electronic payments through the APIs (the "**Satispay Solution**").

The electronic payment service is offered through the Satispay Solution by Satispay Europe S.A. ("**Satispay Europe**"), an authorised e-money institution and wholly-owned subsidiary of Satispay. Any word in capital letters not defined in this document are intended to have the same meaning given in the General Terms and Conditions of Satispay Europe, accessible at www.satispay.com.

1.   APIs Licence

1.1 In accordance with these Terms of Use, Satispay transfers a personal, not exclusive and non-transferable licence to the Merchant (the "**Licensee**") for the sole purpose to use the APIs in order to develop softwares aiming at receiving payments through the Satispay Solution (the "**Licence**").

1.2 The API documentation is accessible here and includes, but is not limited to, an operating manual for developers, literature and other relevant information about the use of the APIs (the "**API documentation**").

1.3 The APIs are protected by copyright, international agreements on copyrights and applicable laws on intellectual property.

1.4 The Licensee acknowledges and agrees that Satispay's name, *brand* and trademark, together with all industrial and intellectual property rights (including exclusive rights of economic exploitation) relating to the Satispay Platform, the APIs, Satispay's softwares, their components and source codes are and will remain the exclusive ownership of Satispay. The Licensee acknowledges and agrees that all Satispay's data created, collected, processed, saved and/or transferred through the use of the APIs by the Licensee or any company directly or indirectly connected to the Licensee according to these Terms of Use are and will remain the exclusive ownership of Satispay.

1.5 All rights not explicitly granted in this Licence shall be deemed belonging to Satispay, in respect of the relevant laws and regulations applicable.

2.   Use of the APIs

2.1 The installation and use of the Satispay Solution requires security keys and/or secret identification keys (the "**API keys**"). During the Satispay Business service's activation phase , the Licensee will receive the credentials and API keys (the "**Confidential Data**") in order to proceed to the technologic integration of the Satispay Solution.

2.2. By accepting these Terms of Use, the Licensee expressly agrees to use the APIs, the Confidential Data and the API documentation in order to proceed autonomously to the technological integration of the Satispay Solution, in full compliance with the purpose of the Licence (the "**Autonomous Integration**"). In case of Autonomous Integration, it is expressly agreed that the Licensee shall make every effort to comply with these Terms of Use and shall not disclose any Confidential Data to third parties, including Third Technical Suppliers (as defined below), unless the latter has received prior written consent from Satispay to use the APIs.

2.3 In case the technological integration of the Satispay Solution is performed by a third technical supplier (the "**Third Technical Supplie**r") in order to allow the Merchant to receive payments via the Satispay Solution (the "**Technical Integration for Merchants**"), it is mandatory to previously contact Satispay by filling in the form accessible here.

2.4 In case of a Technical Integration for Merchants, the Third Technical Supplier shall use the API only after receiving Satispay's prior written consent and after accepting a specific licence agreement for the use of the APIs. Satispay reserves the right to refuse the written consent to a Third Technical Supplier pursuant to internal evaluations, based on objective criteria, regarding the characteristics and features of the envisaged technical integration. In case the Third Technical Supplier violates such obligation and uses the APIs without Satispay's prior written consent and/or maintains previously performed technological integrations, through which the Merchant keeps on receiving payments (the "**Unauthorized use**"), Satispay can deny the access and block the use of the APIs.

3.   Access to the APIs

3.1 Satispay is committed to guarantee free access for the APIs to the Licensees and Third Technical Suppliers that concluded a specific agreement for the use of the API with Satispay.

However, given the APIs' and, more generally, the Satispay Solution's development and maintenance costs, Satispay reserves the right to charge fees for the use of the APIs in certain cases of Technical Integration for Merchants. Such fees shall apply on the basis of equal, objective and predetermined criteria (including, but not limited to, the total number of transactions performed using the APIs).

3.2 Any rights not explicitly granted in the Licence shall be deemed belonging to Satispay, in respect of the relevant laws and regulations applicable.

4. Availability of the APIs and subsequent modifications

4.1 The Licence does not constitute any limits to the right of Satispay to use, develop, modify the access to or interrupt the APIs. Whereas Satispay needs to carry out planned maintenance on the APIs or the API documentation, all or some of the features of the APIs may be temporarily unavailable. In such cases, Satispay shall make every effort to restore the APIs as soon as possible, compatibly with the maintenance activity.

4.2 In case of unplanned maintenance operations, Satispay shall make every effort to restore the APIs as quickly as possible.

4.3 Should these Terms of Use be amended, the Licensee shall receive a notice 30 days before the amendments enter into force, except if such amendments are required by law or do not affect the rights and obligations of the Licensee. In such cases, the amendments will be immediately effective.

4.4 A copy of the most-up-to-date version of the Terms of Use is available at all times on the homepage of the API documentation.

5. Responsability

5.1 The Licensee shall be deemed responsible for any direct or indirect prejudice caused to Satispay and/or a company of the Satispay group in case of wilful misconduct or severe negligence caused by the Licensee not using the Licence according to these Terms of Use, or in case of its improper use, by way of example, by disclosing Confidential Data to unauthorized third parties including, but not limited to, Third Technical Suppliers.

5.2 All unauthorized use of the APIs and/or the API documentation by the Licensee shall be considered an express violation of Satispay's rights. Therefore, Satispay reserves the right to take action for the direct and/or indirect damages caused by an unauthorized use of this Licence.

5.3 Likewise, the Third Technical Supplier shall be deemed responsible for any direct and/or indirect prejudice caused to Satispay by an Unauthorized Use. The Third Technical Supplier shall indemnify Satispay and/or a company of the Satispay group for any damage resulting from an Unauthorized use of the API, including by way of example damages caused to a Merchant as a result of the interruption of the use of the API and the resulting interruption of the Satispay Business Service that the Merchant subscribed to.

6. Privacy and confidentiality

6.1 In the framework of these Terms of Use, the Licensee declares and ensures to respect the dispositions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the "protection of natural persons with regard to the processing of personal data and on the free movement of such data" (the "**GDPR**") as well as any other European and national applicable laws on the protection of personal data or similar provisions issued by competent authorities aiming at protecting personal data and to adopt all necessary and appropriate security measures in order to protect processed data. It is understood that such data shall be processed with correctness and lawfulness in order to protect the rights and fundamental freedom of the interested subjects and in compliance with the adequate technical and organizational measures to ensure a security level proportionate to the risk.

6.2 The Licensee declares to fully understand and respect the data privacy policy available in the Privacy section of the website www.satispay.com on the use of personal data by Satispay Europe for the purpose of providing the Satispay Solution.

6.3 The Licensee may receive information, data or documentation about technology, know-how, softwares, applications and source code, database and database structure information, criteria, used methodology and any other useful information that shall be considered confidential information belonging to Satispay. Such confidential information has a technological and economic value for Satispay, therefore the Licensee shall not disclose to third parties any confidential information without Satispay's prior express consent and shall take all appropriate measures to maintain the confidentiality of such information. These confidentiality obligations also apply to the Licensee's employees and collaborators.

7. Termination of the Licence

7.1 Satispay reserves the right to terminate this Licence whereas:

- the Licensee breach an important part of (or repeatedly) these Terms of Use and fail to resolve the matter within 10 days;

- the Licensee uses the licence in a manner judged fraudulent or unlawful by Satispay;
- the Merchant discloses, without Satispay's prior consent, its Confidential Data to Third Technical Suppliers not authorized by Satispay to use the APIs in order to perform the Technical Integration for Merchants;
- the Licensee breaches any laws and regulations when using the APIs;
- the Licensee bypasses the security measures and/or technical limitations of the APIs;
- Satispay needs to do so to comply with the law.

8.   Applicable law and jurisdiction

8.1 These Terms of use and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation are governed by and construed in accordance with the laws of Italy.

8.2 Each party irrevocably agrees that the courts of Milan have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.