

# Terms of Service – Receptio

## About our Terms of Service

All products and Services of Receptio are subject to the terms and conditions of the applicable agreements governing their use.

The Terms are to be read by you together with any terms, conditions, disclaimers or, policies provided on our web site.

The Receptio website, Receptio API and the Hospitality Solutions, are operated by Receptio By SysPay Limited, an EU Financial Institution registered by the MFSA #C51532 organized under the Laws of Malta, having its registered office in 3B Wied Ghomor Str, St Julians STJ 2041(Malta), which offers hospitality dedicated technologies, including but not limited to booking validation in accordance with the applicable legislation of Malta. The Website address is <https://receptio.net>.

The SysPay website, SysPay API and the Service, are operated by SysPay Limited, a licensed and regulated EU Financial Institution, which offers tokenization, payments and electronic money Services in accordance with the applicable EU legislation.

## 1. Definitions

In these Terms of Service, the following words have the meaning set out beside them:

- “Account” means your online stored value account, which holds electronic money;
- “Card Display” means a SysPay hosted interface, available as both stand alone and partner integrated solution, that allows merchants to view enhanced payment cards data, verify payment cards or process payments on cards provided for a given booking;
- “Confidential Information” means any information received as a subject to these Terms of Service and related to a technology, client order information, business activities and operations and trade secrets that are proprietary or confidential (the “Confidential Information”). Confidential Information includes the terms of this Agreement. The recipient of these Terms of Service (“Recipient”) hereby agrees to take all reasonable measures to maintain the confidentiality and secrecy of the Confidential Information of Receptio (the “Discloser”) and to avoid its disclosure. Recipient agrees to limit access to the Confidential Information to authorized employees and outside advisors, such as accountants and lawyers, who have a substantial need to know the Confidential Information. Confidential Information will not include any information to the extent that it: (a) is or becomes publicly available through no act or omission on the part of the Recipient; (b) is disclosed to Recipient by a third party having no obligation of confidentiality with respect thereto; (c) is released from confidential treatment by written consent of Discloser; or (d) is required to be disclosed by applicable law or regulation; provided however, if Recipient is required to disclose the Confidential Information or any part thereof to a tribunal or governmental or regulatory agency, then unless Recipient is restricted by law or order, it will notify Discloser prior to such disclosure to allow it to obtain protective orders maintaining the confidentiality of such information;
- “Customer Service” or “Customer Service Team” means those individuals employed by SysPay responsible for its customer service function who may be contacted at any time via our contact page;
- “E-Terminal” means a SysPay hosted interface, available as both stand alone and partner integrated solution, that allows hoteliers to view enhanced payment cards data, verify payment cards or process payments on cards provided for a given booking, or at any point of time by the guests, or send a payment link and request direct payment from their guests;
- “Fees” means any and all Fees and charges levied by SysPay for your use of the SysPay Account and its services, as stated in the Fee Table on the website and which may be amended by SysPay from time to time; “Fees Schedule” means a schedule of Fees published on our website from time to time;
- “Guest” has the meaning of an end-customer who has booked or else purchased an accommodation stay with one of the Receptio customers, i.e. merchants using the Receptio hospitality solutions;
- “Member/You/Customer/Client” means any person who meets all eligibility requirements set out in these Terms of Service;

- “Merchant” means any commercial or business entity that is validly registered with Receptio or SYSPAY;
- “Receptio” and “We”, “Our”, “Us” means Receptio By SysPay Limited, a limited liability company incorporated under the Laws of Malta, having its registered office address at 3B Wled Ghomor Str, St Julians STJ 2041(Malta), an EU Financial Institution bearing company registration number C51532, licensed and regulated in accordance with the EU Payment Services Directive;
- “Receptio Hospitality Solution”, “Receptio Solutions” or “Receptio Service” means a specific IT module dedicated to the hospitality industry, providing hoteliers with capabilities to secure, upgrade and process bookings and reservations;
- "Receptio Website" means the <https://receptio.net> website, or such other website through which Receptio may offer the Receptio Service from time to time;
- “Secure Card Display” means the secure interface provided by Receptio, allowing the Merchant to view the full card details linked to a booking, as well as obtain enhanced fraud prevention information in case of booking verification as well as process any cards linked to an existing booking;
- “Settlement” means, as the context permits, (a) the debiting of an amount of electronic money from your Account and the concurrent crediting of such amount to a Merchant account or other Member account, as designated by you; or (b) the crediting of an amount of electronic money to your Account and the concurrent debiting of a Merchant account or other Member account, in each case less any applicable Fees;
- “SYSPAY Service” means the electronic money issuer and transfer service provided by SysPay;
- “SYSPAY” means SysPay Ltd, An EU limited liability company licensed to operate as an Electronic Money Institution in terms of the Financial Institutions Act;
- “SYSPAY Exchange Rate” means the exchange rate used by SysPay on all currency exchange transactions as published on our website;
- “SYSPAY Website” means the <https://www.SysPay.com/> website, or such other website through which SYSPAY may offer the SysPay Service from time to time;

These Terms of Service shall apply to all Members.

## 2. Agreement between Receptio and the Account holder

In order to use the Receptio Service you must be an individual, business or organization (through its duly authorized agent) that can enter into a legally binding contract under applicable law of Malta. You may not use the Service and may not accept the Terms of Service if You are under the age of 18 or are not authorized to enter into such a contract. If contrary to these requirements You continue to create an account or use the Service, these Terms of Service will still apply.

The Receptio website, Receptio API and the Hospitality Solutions, are operated by Receptio By SysPay Limited, a limited liability company organized under the Laws of Malta, having its registered office in 3B Wled Ghomor Str, St Julians STJ 2041(Malta), which offers hospitality dedicated technologies, including but not limited to booking validation in accordance with the applicable legislation of Malta. The Website address is <https://receptio.net>.

In order to use the services provided by SYSPAY, Receptio users must register an account with SYSPAY and comply with account opening due diligence and Know Your Customer (KYC) procedures as required by the applicable laws and regulations.

Contract: These Terms of Service constitute a legal agreement (“Agreement”) between the sole proprietor or business entity or business organization listed as the “User” throughout this Agreement and (sometimes referred to as “you,” “your”, “user”) and Receptio by SysPay Limited (referred to as “we,” “our” or “us”).

You may not use the Receptio Service if You do not accept these Terms of Service.

Acceptance: You can accept the Terms of Service by: (a) clicking to accept the Terms of Service during the Registration Process; or (b) for existing users actually using the Service, You understand and agree that We will treat Your use of the Service as acceptance of the Terms of Service from that point onwards for each use of the Service.

The Terms of Service will be provided to You by supplying You with a link to the Receptio Website where the Terms of Service can be viewed. At any time during the term of the Contract You may also request Us to provide You with a copy of the Terms of Service by contacting Our Customer Service Team.

We are entitled to amend these Terms of Service at any time; therefore, You are required to review the Terms and Conditions prior to making use of the Service. Your use of the Service will automatically signify your intention to be bound by the amended Terms of Service.

**Start Date:** These Terms of Service begin on the day when you set up your account password and PIN in order to start using one or more of the Receptio Services, or for existing customers who have already registered, from the date of use of the Service. In the event that these Terms of Service have been amended. We will notify You of Our acceptance of Your registration by email.

Where you will be required to open an account with SysPay, You acknowledge that in order for SysPay to accept your registration you must comply with its internal and anti-money laundering policies and procedures and in terms of the said Registration Process you will be required to provide such information and/or documentation as SysPay may deem necessary or appropriate in order to comply with all applicable laws and regulations.

### 3. The Receptio Service

The Receptio Service comes in four different packages– Storage, Booking Verification, and Processing.

**Storage Service** – this is the basic level Service offered by Receptio that helps you securely collect, store and access customer credit card, debit card and other types of card data (collectively “cards” or “Cards”, each a “card” or “Card”) from your customers (each, a “customer” or a “Cardholder”) by the means of a secure card data collection vault and secure card display Services.

Storage Service is free of charge and is only available to customers who access the Receptio Service via the hosted solutions or native applications of our hospitality partners.

**Booking Verification Service** – this service comes as an upgrade to the Storage Service and allows you to screen the payment card details provided by your customers in relation to their reservation.

This service is undertaken by SysPay. Customer card details are cross checked in real time and all screened booking transactions are assigned a risk score, allowing you to make a quick decision whether the reservation is at risk and whether you should opt for securing a new payment card or asking a deposit for the stay.

Booking Verification is a paid service. You can sign up for different Booking Verification modules, allowing you to control the number or type of bookings which you verify, ranging from a full screening service to one off on-demand verifications. Receptio bills all costs arising from the use of the Booking Verification Service monthly. VAT invoices are issued in the beginning of each month and are available for download in your merchant back-end.

**Processing Service** – this service comes as an upgrade to the Booking Verification Service. This Service is undertaken by SysPay. It is the highest level of upgrade and grants you the possibility to bill the payment cards provided by your customers upon reservation. The payments processing functionality allows you to take a reservation deposit, send a payment link to your guests to request prepayment of their booking, bill the full booking amount upon reservation, bill the full amount and extras upon checkout or secure a no-show payment, issue full or partial refunds.

Receptio allows you to bill all VISA/ MASTERCARD and AMEX\* branded cards issued worldwide. All your operations are easily accessible in a user-friendly historical report, which allows you to view full details of your transactions.

The Processing Service is a subject to application verification and additional agreement concluded between Receptio and the Merchant.

We do not assume any liability for the products or services you have purchased, or you use in conjunction with or separately from our Service.

#### 4. Your Receptio Account

In order to use the Receptio Processing and UMS Services you must open an account with Receptio. If you use the Receptio Storage Service through a Receptio Partner software or application, you already are in a possession of a simplified Receptio Account. The simplified Account is not valid for any Service different than the Storage Service. If you want to upgrade your Receptio Account from Storage to Verification or Processing Service, you must follow the steps as described by the Partner software or application you are using and complete your Receptio Account.

You may also open a stand-alone Receptio Account by following the registration process on our website.

Receptio Processing Service is powered by SysPay and if you want to proceed with the upgrade to the Processing Service, the account verification will be undertaken by SysPay.

As part of the signup process you will need to accept these Terms of Service and our Privacy Policy. If you order additional services, you may be asked to accept additional terms and conditions. You should print out and keep a copy of these Terms of Service for future reference.

You must be 18 years or older to use our services and by opening a Receptio Account you declare that you are 18 years or older. This does not apply to products for which We set a different age limit. We may require at any time that You provide evidence of your age.

You may only open a Receptio Account if it is legal to do so and if Receptio supports registration and use of its Service in your country of residence. By opening an Account, you represent and warrant to us that your opening of an Account does not violate any laws or regulations applicable to you. You shall indemnify us against any losses we incur in connection with your breach of this section.

You warrant that all information you provide during the signup process or at any time thereafter is accurate and truthful for all intents and purposes.

You warrant that should changes in your registration details occur, you will immediately inform Receptio and will provide upon request supporting documentation to verify these changes.

You may only add payment instruments (such as bank accounts, credit cards or debit cards) to your Receptio Account if you are the named holder of that payment instrument. We take any violation of this requirement very seriously and will treat any attempt to add a payment instrument of which you are not the named holder as a fraudulent act.

If you are using your Account for commercial purposes, in addition to these Terms of Service, you shall be bound by our Merchant Agreement and you shall pay fees accordingly.

If you are in any doubt about whether an activity amounts to a commercial activity, you should contact Customer Service.

Within 14 days of the date of opening your SysPay Account, you may close your Account at no cost by contacting Customer Service, however, if you have accumulated balance into your Receptio Account you may be required to provide identification documents before being able to withdraw funds. Transactions and fees for transactions undertaken before you close your Account (including those transactions that are not revocable and have been initiated but not completed before Account closure) will not be refunded.

Once verified, Your Receptio Account becomes an electronic money and payment account, which enables you to receive electronic payments. The electronic money on your Account is issued by SysPay in accordance with the European Electronic Money Directive (Directive 2009/110/EC of 16th September 2009), together with any applicable rules and regulations.

The monetary value stored in Your Receptio Account has no expiration date, however, if no settlement of funds have been instructed for any reason within a reasonable period following the closure of your Account and the termination of these Terms of Service, or after a consecutive period of inactivity of more than two years, we may (but will not be obliged to) send you a cheque to the address registered in your Receptio Account profile and charge you the fee applicable to cheque settlement (including applicable foreign exchange fees).

You have the right to receive redemption of funds (settlements) from your Receptio Account, depending on your Account type and the Terms and Conditions or Merchant Agreement you have signed, however, you will be required to confirm your identity beforehand. There is a minimum settlement amount of €200, applicable to all commercial Receptio Accounts. Settlement fees apply to every settlement and are in accordance with the Schedule of Fees you have agreed to.

Electronic money accounts are not bank accounts. By accepting these Terms of Service, you acknowledge that the Depositor Compensation Scheme (S.L. 371.09) does not apply to your Receptio Account. SysPay is the issuer of all electronic money stored in Your Receptio Account and has the obligation to safeguard a 100% of Your electronic money balance. In the unlikely event that SysPay becomes insolvent, you may lose the electronic money held in your Account. However, SysPay, strictly adheres to the legal requirements under the Electronic Money Directive together with any other applicable rules and regulations, which are designed to ensure the safety and liquidity of funds deposited in electronic money accounts.

The electronic money on a Receptio Account belongs to the person or legal entity, which is registered as the Account holder. No person other than the Account holder has any rights in relation to the funds held in a Receptio Account. You may not assign or transfer your Receptio Account to a third party or otherwise grant any third party a legal or equitable interest over it.

Your Receptio Account may be subject to upload, payment and settlement limits, depending on your country of residence and the verification status of your Receptio Account.

Receptio reserves the right to suspend any transaction on Your Receptio Account where this is necessary, in Receptio's sole and absolute discretion, in order to comply with any applicable laws and regulations and any conditions to which our financial partner's license is a subject.

## **5. Maintenance of the account**

You must ensure that the information recorded on your Receptio Account is always accurate and up to date and we shall not be liable for any loss arising out of your failure to do so. We may ask you at any time to confirm the accuracy of your information or to provide documents or other evidence.

We may contact you by e-mail or in various other ways with information or notices regarding your Receptio Account. It is your responsibility to regularly check the proper functioning of your e-mail account or other methods of communication that you have registered with your Account and to retrieve and read messages relating to your Account promptly. We shall not be liable for any loss arising out of your failure to do so.

You should check your Account balance, Operation report, Settlement report, Invoices and Transaction history regularly. You should report any irregularities or clarify any questions you have as soon as possible by contacting Customer Service.

You are responsible for keeping Your Identification details and any payment details confidential. We shall not be liable in any manner whatsoever, for any unauthorized use of the Your identification details, payment details or of the You account by any third parties, unless such unauthorized use has occurred due to gross negligence on our part.

## **6. Complaints and communications**

Contact Receptio First. If a dispute arises between you and Receptio, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost-effective means of resolving the dispute quickly. Disputes between you and Receptio regarding our Service may be reported to Customer Service at any time.

ECC-Net, Consumer Complaints. If you have a complaint to make about us, you may choose to escalate it by contacting one of the following: European Consumer Centre (ECC-Net). You may obtain further information regarding the ECC-Net and how to contact them at ([http://ec.europa.eu/consumers/redress\\_cons/](http://ec.europa.eu/consumers/redress_cons/))

## 7. Governing Law and Jurisdiction

These Terms of Service shall be governed by and interpreted in accordance with the Laws of Malta and the Parties hereby submit to the exclusive jurisdiction of the Courts competent according to the Supplier's head office location ((St Julians, Malta).

No Waiver. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

Indemnification/re-imbusement. You agree to defend, reimburse or compensate us (known in legal terms to "indemnify") and hold Receptio, SysPay, our other companies in our corporate group, the people who work for us or who are authorized to act on our behalf, harmless from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of your or your employees' or agents' breach of this Agreement, breach of any law and/or use of the Services.

## 8. Fees

Client agrees and undertakes to pay the fees and commissions set forth in the Schedule of Fees of the Merchant Agreement or here below in these Terms of Service.

Transaction related fees can be viewed at any time in the Schedule of Fees section on your Merchant Agreement or in these Terms of Service. You should print or download and keep a copy of the Fee section together with a copy of these Terms of Service. Fees are subject to change in accordance with our fee schedule. Under certain circumstances we may charge additional fees.

Your transactions may be subject to currency conversions. In addition, we will apply a foreign exchange fee, which is expressed as a percentage applicable in addition to the transaction fee.

Our Fees are either expressed as a percentage of the transaction or as a fixed amount in EUR. Where fixed fee amounts are displayed in a currency other than EUR, this is for information purposes only. If fees are deducted from a balance or a transaction denominated in a different currency, the EUR fee amount will be converted into an equivalent fee in that other currency based on the conversion rate applicable at the time and then deducted.

Payment Transaction fees payable by you will be deducted from your Receptio Account balance. Receptio Verification Service fees will be billed monthly. Invoice copies will be stored in the Invoice section of your Receptio Account and the amount due will be either directly debited from your SEPA Bank account, as per existing SEPA Direct Debit Agreement, or paid off from your existing Receptio Account Balance (for Processing Service Users only).

Transaction fees will be charged when the transaction is executed. If your Account balance is insufficient to cover the fees we may refuse to execute the payment.

Reversal or chargeback fees will be deducted when incurred.

If the deduction of fees results in a negative Account balance, you will be required to repay such negative balance by uploading sufficient funds into your Receptio Account. Failure to do so is a breach of these Terms of Service.

Verification Service fees apply to all successfully validated bookings. A fixed fee of €0.50 applies to each booking verification. Verification fees are charged monthly on the first date of the forthcoming month to the agreement payment method or directly to Your Receptio Account balance.

Transaction processing fees are debited immediately from Your Receptio Account balance.

For detailed overview of the transaction processing fees applicable to You, please refer to the Schedule of Fees of Your Merchant Agreement.

Repayment of the negative balance is due immediately without notice, however, we reserve the right at any time to send you reminders that you need to upload funds or to take other debt collection measures including but not limited to mandating a debt collection agency or solicitors or to pursue the claim in court. We reserve the right to charge you expenses we have reasonably incurred in connection with any debt collection or enforcement efforts.

We reserve the right to introduce a rolling reserve of up to 10% to all commercial Receptio Accounts at any point of time, either in the beginning of the Agreement or during the existing business relationship. Receptio may introduce a rolling reserve upon its own discretion and in accordance with its internal and anti-money-laundering rules and procedures.

## 9. Customer Service

Receptio will provide you with customer service to help resolve any issues relating to your use of the Service. You, and you alone, are responsible for providing service to your customers for any and all issues related to your products and services, including but not limited to issues arising from the processing of customers' cards that were once stored, transmitted or displayed using the Service.

## 10. Security

In accordance with applicable data protection laws, Receptio maintains appropriate administrative, technical, organizational and physical procedures to protect all the personal information regarding you and your customers that is stored in our servers from unauthorized or unlawful processing and accidental loss, destruction or damage.

You understand and acknowledge that you shall use appropriate technical and organizational security measures against unauthorized or unlawful transmission, storage and/ or processing of card account data and/ or personal data as may be applicable and against accidental loss or destruction of, or damage to, such card account and/ or personal data.

## 11. Data Security

You are fully responsible for the security of data in your possession. You agree to comply with all applicable local and European laws and regulations in connection with the collection, security and dissemination of any personal, financial or card account information (defined as "Data") through our Service. You agree that at all times you shall be compliant with the Payment Card Industry Data Security Standards (PCI-DSS) and the Payment Application Data Security Standards (PA-DSS), as applicable. If we believe it is necessary, you will promptly provide us with documentation evidencing your compliance with PCI DSS and/or PA DSS if requested by us.

You agree that you will keep cardholder data storage to a minimum by implementing data retention and disposal policies, procedures and processes that include at least the following for all cardholder data (CHD) storage: - limiting data storage amount and retention time to that which is required for legal, regulatory, and business requirements; create internal processes for secure deletion of data when no longer needed; create and maintain specific retention requirements for cardholder data.

You agree not to store sensitive authentication data after authorization (even if encrypted). If sensitive authentication data is received, render all data unrecoverable upon completion of the authorization process. It is permissible for companies that support issuing services to store sensitive authentication data if there is a business justification and the data is stored securely. Sensitive authentication data includes the data as cited in the following PCI Requirements 3.2.1 through 3.2.3: 3.2.1

You agree not to store the card verification code (CVC, CVV2) or value (three-digit or four-digit number printed on the front or back of a payment card used to verify Card-Not-Present transactions) after authorization.

You agree not to store the personal identification number (PIN) or the encrypted PIN block after authorization.

You agree that you are responsible for ensuring that your configurations for using the Receptio Service will not cause credit card data and sensitive authentication data to be cached or otherwise stored on any machines.

## **12. Use of Password and / or PIN**

If you receive a password or Personal Identification Number (hereby referred to as "PIN") from SysPay to access any of the Receptio databases or Services, you will (a) keep the password and/or PIN confidential (b) not allow any individual or entity gain unlawful access to Receptio databases and/ or Services using your password and/or PIN, (c) be liable for all actions taken by any User of the password and/ or PIN; and (d) promptly notify Receptio if you believe that Receptio databases or Services or information have been compromised by the use of your password and/or PIN.

## **13. Audit Right**

If we believe that a security breach or compromise of data has occurred, we may require you to have a third-party auditor that is approved by us conduct a security audit of your systems and facilities and issue a report to be provided to Receptio, the Designated Bank, and/or the Card Networks and you shall be required to remedy any defects identified within a reasonable period or a timeframe given by the Card Network.

## **14. Breach of This Agreement**

If you breach this Agreement, Receptio reserves the right to suspend and/or terminate the use of the Service. By way of example and not of limitation, if we conclude that you have repeatedly infringed the intellectual property rights (for example, copyrights, trademarks, patents, rights in confidential information) of Receptio or its Partners, or that you are inducing, permitting, or knowingly assisting others to do so, we have the right to immediately terminate your use of the Service.

## **15. Term**

The Agreement is effective upon the date you agree to it (by electronically indicating acceptance) and continues until terminated by you, by the Partner or by Receptio.

## **16. Termination**

You may terminate this Agreement by contacting the Partner through which you have become a User of the Service and at any time.

Receptio may terminate this Agreement and the use of the Service effective immediately if (i) we determine in our sole discretion that you or the Partner through which you became a User of the Service are ineligible for the Service because of the risk associated with your use of the Service, including without limitation significant data compromise or fraud risk, or for any other reason; (ii) you do not comply with any of the provisions of this Agreement, or (iii) upon request of a Card Network or a card issuer, or (iv) where We are required to do so by law (for example, where the provision of the Service to You is, or becomes, unlawful).



Receptio may also terminate this Agreement by providing you with two months' notice unless the provision of notice is legally prohibited or would compromise reasonable security measures and payment of any unrestricted funds held in custody, where (v) We are no longer providing the Service to users in the country in which You are resident or from which You use the Service; or (vi) the provision of the Service to You by Us is no longer commercially viable.

Receptio may terminate the use of the Service provided to the Partner through which you became a User of the Service by acting in accordance with the contractual terms signed with the Partner. It is the sole responsibility of the Partner to inform you of any such planned or unplanned termination of the Service.

Redemption of funds: Redemption of all stored funds on termination shall be made in accordance with section 4, entitled "Your Receptio Account". Redemption will be made to the bank account details as stored within Your Account. We may keep any existing balance for up to 180 days after the Account closure as a collateral for future obligations arising from customer complaints, chargebacks, refunds or any penalties, which may be imposed to Receptio in relation to your Account activity.

## 17. Limitation of Liability

By accepting these Terms of Service, you agree that any and all of the card, account and / or personal data transmitted, stored and/ or displayed by the Receptio Service at any time is provided to Receptio by the Partner through which you became a User of the Service.

You agree that Receptio is not responsible for the accuracy, validity or otherwise content of the information accessible via the Receptio Service.

In no event shall Receptio be liable for any lost profits, loss of data, loss of revenue, loss of savings or any other pure economic loss or for any indirect, punitive, incidental, special, consequential or exemplary loss or damages arising out of, in connection with or relating to this Agreement or the Service, including without limitation the use of, inability to use, or unavailability of the Service. Under no circumstances will Receptio be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or the information contained therein.

Receptio assumes no liability or responsibility for any (a) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of the Service; (b) any unauthorized access to or use of servers used in connection with the Service and/or any and all personal and/ or card account data stored therein; (c) any interruption or cessation of transmission to or from the Service; (d) any software bugs, viruses, Trojan horses, or other harmful code that may be transmitted to or through the Service; (e) any errors, inaccuracies or omissions in any content or information, for any loss or damage incurred as a result of the use of any content or information, in each case posted, emailed, stored, transmitted, or otherwise made available through the Service; and/or (f) user content or the defamatory, offensive, or illegal conduct of any third party.

This limitation of liability section applies regardless of the legal theory on which the claim is based, including without limitation contract, tort (including negligence), strict liability, or any other basis. The limitations apply even if Receptio has been advised of the possibility of such damage.

The provisions of this Agreement apply to the fullest extent permitted by law in the applicable jurisdiction.

## 18. Indemnities

You shall indemnify, defend, protect and hold Receptio and SysPay and their respective representatives harmless from and against any losses arising from:

Provision of the Services contemplated under this Agreement in manner, which infringes or violates the intellectual property rights or other rights of any third party;

Any acts or omissions of their employees, directors, officers or agents in respect of any claim whether or not such act or omission constitutes a breach of this Agreement;

The provision of the Services or any failures whatsoever in respect thereto, whether leading to a failure of Receptio in the provision of the Receptio Services or otherwise;

Any failure to comply with any of their obligations under this Agreement, or the failure of any warranty or representation made true and correct;

Any failure to comply with the Card Schemes or Association Rules. 'Card Schemes' or 'Associations' shall mean Visa, MasterCard or any other similar schemes; 'Card Scheme Rules' or 'Association Rules' shall mean rules, regulations, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Scheme from time to time;

Any negligence, misrepresentation or willful misconduct on the part of You or any of your employees or agents;  
Loss or theft of any cardholder data by or from Receptio.

You shall indemnify and keep indemnified Receptio and shall hold Receptio harmless, from and against all losses incurred or suffered by Receptio arising as a result or otherwise in connection with the provision of the Receptio Services to You.

You shall indemnify Receptio for any costs incurred in connection with any investigations carried out by Receptio, the Card Schemes, or any independent third party authorized by them or by Receptio to perform any investigation of any security breach in accordance with the Card Schemes' requirements. This indemnity shall survive indefinitely even subsequent to the termination of this Agreement by either party and for any reason.

## **19. Representation and Warranties**

You represent and warrant to us that: (a) if you are a natural person, you are at least eighteen (18) years of age; (b) you are eligible to use the Service and have the right, power, and ability to enter into and perform under this Agreement (c) you will resolve any consumer dispute or complaint directly with the card holder; (d) you and all actions initiated by you will comply with all laws, rules and regulations applicable to your business (e) you will not use the Service, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Service.

You represent and warrant to Receptio as of the date hereof and throughout the Term that:

If You are a company, it is a company validly incorporated and existing under the laws of the country of incorporation;

You have all the requisite powers to execute and deliver this Agreement and to perform its obligations;

You shall possess and continue to possess all and any authorizations, licenses, approvals, registrations and consents from all relevant authorities, governmental bodies, Card Schemes or other regulatory bodies as are necessary or desirable to enable You to fully and effectively discharge Your obligations under this Agreement and remain in full force in all respects;

You shall perform your obligations under this Agreement exercising all reasonable skill and care expected and that You shall act in good faith in the performance of the Services;

You have at all times operated in compliance with all applicable Requirements of the Law;

You are fully compliant with the Card Schemes/Association rules, as amended from time to time;

You will not do or omit any act or thing which would place or would likely place Receptio in breach of the Association rules or any Requirements of the Law;

You shall immediately notify Receptio if You become aware of any suspected or confirmed loss or theft of any cardholder data from either You or Receptio. In addition, You must provide access to and fully co-operate with Receptio, SysPay, the Card Schemes, or any independent third party authorized by them or Receptio to perform any investigation of any security breach in accordance with the Card Schemes' requirements. This representation shall survive during the term of the Agreement and even subsequent to its termination by either party and for any reason.

## **20. No Warranties**

The Service and all accompanying documentation are provided on an "as is" and "as available" basis, without any warranties or conditions, either express, implied, or statutory, including without limitation any implied warranties of satisfactory quality, fitness for a particular purpose, and non-infringement.

No advice or information, whether oral or written, obtained by you from or through the Service or from Receptio will create any warranty.

You specifically acknowledge that Receptio has no control over the products or Services that are accessed by the use of this FREE Service and Receptio cannot warrant that the information we provide or that is provided through the Service is accurate, reliable or correct; that the Service will meet your requirements; that the Service will be available at any particular time or location, that the Service will function in an uninterrupted manner or be secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any subject matter downloaded or otherwise obtained through the use of the Service is downloaded at your own risk and you will be solely responsible for any damage to your property or loss of data that results from such download.

Receptio does not warrant, endorse, guarantee, or assume responsibility for any product or Service advertised or offered by a third party through the Service or any hyperlinked website or Service, or featured in any banner or other advertising, and SysPay will not be a party to or in any way monitor any transaction between you and third-party providers of products or Services.

## 21. Privacy and data

The processing of your data is governed by our Privacy Policy which also can be found on our website. By accepting these Terms of Service, you also agree to the terms of our Privacy Policy. You should print and keep a copy of the Privacy Policy together with these Terms of Service.

Receptio collects, stores and processes your data in accordance with the Maltese Data Protection Act. We store no data outside the European Economic Area (EEA), however, in order to provide you with certain cross border services we may have to share your data with entities outside the EEA. By making payments to or by accepting payments from persons or entities outside the EEA, you consent to our sharing of your data with entities outside the EEA as far as this is reasonably necessary for the proper execution of payments or provision of our services.

If you detect any error in the data, we hold on you, you should correct the data in your Account profile or, where this is not possible, by contacting Customer Service.

As a default, you will receive e-mail newsletters that will inform you about new product features, events, promotions, special deals etc. By accepting these Terms of Service, you agree to receive such e-mail newsletters on a regular basis. If you do not wish to receive any newsletters from us, you can opt out at any time by logging into your Account and change the appropriate setting in your Account profile. You can also opt out of receiving newsletters by contacting Customer Service. Any e-mail newsletter you receive will also give you the option to unsubscribe from any future newsletter.

After termination of your SysPay Account for any reason, we will continue to hold your personal Account data for a period of five (5) years or such other period as prescribed by applicable law.