

Terms of Service

Effective Date: 23 January 2026

1. Introduction; Acceptance

1.1 These Terms of Service (this “Agreement”) constitute a binding agreement between you (the legal entity, its affiliates, or its authorized representatives, “User”, “you”, or “your”) and 2dpaymentgateway.com (“2dpaymentgateway”, “we”, “us” or “our”) governing your access to and use of 2dpaymentgateway’s website, software, application programming interfaces (APIs), documentation, dashboards, and other related services (collectively, the “Platform” or the “Services”). By registering for, accessing, or using the Platform you accept and agree to be bound by this Agreement. If you do not agree to this Agreement, you must immediately cease using the Platform.

2. Definitions

Capitalized terms used but not defined in this Agreement have the meanings set out below:

- “Account” means the account established with 2dpaymentgateway that gives User access to the Services.
- “Transaction” means a payment instruction, charge, refund, payout or other payment-related action initiated via the Platform.
- “Chargeback” means a claim by a cardholder or payment method issuer disputing a Transaction.
- “Confidential Information” means non-public information marked or reasonably understood to be confidential.
- “DPA” means the Data Processing Addendum incorporated by reference that governs 2dpaymentgateway’s processing of personal data on behalf of the User.
- “Applicable Law” means all applicable statutes, regulations, rules, guidance, card association rules and binding government orders.

3. Services; Scope

3.1 2dpaymentgateway shall provide the services specified in the applicable order form, onboarding documentation, or as otherwise described and made available on the Platform from time to time (collectively, the “Services”). The Services may include, without limitation, payment acceptance and processing, transaction routing, settlement, developer application programming interfaces (APIs), fraud detection and prevention tools, compliance and onboarding functionalities, as well as reporting, reconciliation, and analytics features.

3.2 2dpaymentgateway may, from time to time, offer additional, optional, or ancillary products or services (each, an “Additional Service”) under separate or supplemental terms and conditions. The scope, functionality, service levels, limits, fees, and any other applicable terms for such Additional Services shall be as set forth in the relevant service description, order form, or supplemental agreement executed between the parties or otherwise published by 2dpaymentgateway on the Platform. Unless expressly stated otherwise, the provision and use of any Additional Service shall be deemed subject to this Agreement.

4. Eligibility; Sanctions and Export Controls

4.1 Access to and use of the Services is limited to duly organized corporate entities, businesses, and their authorized representatives who possess the legal capacity and authority to enter into binding contracts. By accessing or using the Services, you represent and warrant that:

- (a) you are not incorporated, organized, resident, or otherwise located in any jurisdiction subject to European Union, United States, or other applicable international economic sanctions, trade restrictions, or export controls that would prohibit or restrict the provision or receipt of the Services; and
- (b) you are not, and none of your directors, officers, or beneficial owners are, identified on any applicable government or international sanctions or restricted parties list.

4.2 You shall promptly provide 2dpaymentgateway with all information, documents, and certifications reasonably requested by 2dpaymentgateway for purposes of identity verification, know-your-customer (KYC) and anti-money laundering (AML) checks, sanctions screening, or any other applicable regulatory or compliance requirements. 2dpaymentgateway reserves the right, in its sole discretion, to delay, suspend, or refuse to provide or continue providing the Services where such information is incomplete, inaccurate, or unsatisfactory, or where 2dpaymentgateway reasonably determines that doing so is necessary to comply with applicable law or regulatory obligations.

5. Registration; Account Security

5.1 You shall complete the registration process in such form and manner as required by 2dpaymentgateway and shall provide complete, accurate, and up-to-date information at all times. You are solely responsible for maintaining the confidentiality and security of your account credentials, including any usernames, passwords, and authentication keys, and for all activities conducted under your account, whether authorized or unauthorized.

5.2 You shall implement and maintain commercially reasonable administrative, technical, and physical safeguards designed to protect against unauthorized access to, or use of, your account, systems, and any application programming interface (API) keys or credentials associated with the Services. You shall promptly notify 2dpaymentgateway upon becoming aware of any actual or suspected unauthorized access, use, loss, or disclosure of such credentials, or any other security incident that may affect the Services or 2dpaymentgateway’s

systems. 2dpaymentgateway reserves the right to suspend or restrict access to the Services where necessary to protect the integrity, security, or confidentiality of the Platform or related systems.

6. Fees, Billing and Reserves

6.1 Fees. You shall pay all fees, charges, and other amounts due for the Services as specified in 2dpaymentgateway's published rate schedules, applicable order form, or a separately executed fee agreement (collectively, the "Fees"), together with any applicable taxes, levies, or duties imposed by law. Unless otherwise expressly stated, all Fees are non-refundable and exclusive of applicable taxes.

6.2 Billing and Payment Method. Fees shall be invoiced or debited in the currency, frequency, and manner specified by 2dpaymentgateway. You authorize 2dpaymentgateway to deduct Fees, chargebacks, fines, penalties, or other amounts owed from your designated payment method, bank account, or any settlement funds held or processed by 2dpaymentgateway on your behalf. Where permitted by law and reasonably necessary to manage risk or anticipated liabilities, 2dpaymentgateway may establish and maintain a reserve, holdback, or rolling reserve, and may withhold or delay settlement amounts for such purposes.

6.3 Refunds and Chargebacks. Refunds shall be processed only in accordance with this Agreement and 2dpaymentgateway's then-current refund policy as published on the Platform. Chargebacks and any associated fees or assessments shall be governed by the applicable card network or payment scheme rules. You agree to cooperate fully with 2dpaymentgateway in investigating, contesting, or resolving chargebacks and shall reimburse 2dpaymentgateway for all chargebacks, reversals, fines, penalties, and related costs attributable to your transactions or conduct. Unless otherwise required by law, all refund requests and transaction-related disputes must be submitted to 2dpaymentgateway within thirty (30) calendar days from the date of the original transaction.

7. Payment Processing; Settlement

7.1 Transaction Processing. 2dpaymentgateway shall process payment transactions ("Transactions") in accordance with applicable laws and regulations ("Applicable Law"), relevant card network or payment scheme rules, and the technical specifications and operational requirements set forth in the applicable documentation or integration materials. You acknowledge that the timing of settlement and the availability of funds are dependent on the operation of banking and clearing systems, financial institutions, payment networks, and any applicable regulatory or compliance holds, and 2dpaymentgateway shall not be liable for delays caused by such third parties or external factors beyond its reasonable control.

7.2 Refusal of Transactions. 2dpaymentgateway reserves the right, in its sole discretion, to refuse, suspend, or reverse any Transaction that: (a) violates or is reasonably suspected to violate Applicable Law, card network or payment scheme rules, or any sanctions or export

control regulations; (b) contravenes 2dpaymentgateway's Acceptable Use Policy ("AUP"); or (c) is deemed fraudulent, unauthorized, or otherwise presents an unacceptable level of risk. 2dpaymentgateway shall have no liability to you for any loss or delay arising from the exercise of such rights, provided such action is taken in good faith and in accordance with Applicable Law.

8. Acceptable Use; Restricted Activities

8.1 You shall access and use the Platform and Services solely for lawful business purposes and in full compliance with this Agreement, the 2dpaymentgateway Acceptable Use Policy (the "AUP"), and all applicable laws, regulations, and card network or payment scheme rules ("Applicable Law"). The AUP, as published and updated by 2dpaymentgateway from time to time, is incorporated into this Agreement by reference. You are responsible for reviewing the current version of the AUP and ensuring ongoing compliance with its terms.

8.2 Without limiting the generality of the foregoing, you shall not use, or permit the use of, the Platform or Services in connection with any activity that is illegal, fraudulent, deceptive, or otherwise prohibited under the AUP or Applicable Law. Prohibited activities include, but are not limited to:

- (a) the sale or facilitation of illegal or unauthorized goods or services;
- (b) unlicensed or unlawful gambling or betting operations;
- (c) processing or receiving payments on behalf of sanctioned individuals, entities, or jurisdictions;
- (d) the sale or distribution of controlled substances, counterfeit goods, or prohibited digital content;
- (e) fraudulent, misleading, or deceptive business practices;
- (f) the introduction or transmission of malicious code, viruses, or malware; or
- (g) any attempt to circumvent, interfere with, or compromise the security, integrity, or functionality of the Platform or 2dpaymentgateway's systems.

2dpaymentgateway reserves the right to suspend or terminate access to the Services where it reasonably believes that a violation of this Section 8 or the AUP has occurred or may occur.

9. Data Protection and Privacy; DPA

9.1 Compliance with Applicable Law. 2dpaymentgateway shall process personal data in accordance with the data protection and privacy laws applicable in the jurisdiction where the personal data is processed ("Applicable Law"). Both parties shall use commercially reasonable measures to protect the confidentiality, integrity, and security of personal data. The Data Processing Addendum ("DPA") incorporated herein governs certain processing activities, including security measures, breach notification, and cooperation with data subjects, to the extent required by Applicable Law.

9.2 Roles and Responsibilities. 2dpaymentgateway may act as a data processor when processing personal data on behalf of the User and as a data controller when processing personal data for its own legitimate business purposes, in each case in accordance with Applicable Law. The User represents and warrants that it has a lawful basis for sharing personal data with 2dpaymentgateway under Applicable Law and that such data is accurate and complete.

9.3 International Transfers. Where personal data is transferred across jurisdictions, the parties shall ensure that such transfers are conducted in accordance with Applicable Law, including any legal requirements for cross-border transfers or safeguards recognized under local law.

9.4 Cooperation and Notification. Each party shall cooperate to the extent required under Applicable Law, including responding to requests from data subjects or regulators and promptly notifying the other party of any personal data breach, unauthorized access, or other security incident affecting personal data processed under this Agreement.

10. Security; Incident Response

10.1 Security Measures. 2dpaymentgateway shall maintain commercially reasonable administrative, technical, and physical safeguards appropriate to the nature and risk of the data processed, in accordance with Applicable Law. Such measures shall be designed to protect against unauthorized access, disclosure, alteration, or destruction of data.

10.2 Incident Notification and Cooperation. In the event of a confirmed security incident or data breach affecting personal data processed on behalf of the User, 2dpaymentgateway shall notify the User without undue delay, in accordance with Applicable Law. 2dpaymentgateway shall cooperate with the User to the extent reasonably necessary to investigate, mitigate, and remediate the incident.

11. Intellectual Property

11.1 Platform and Service IP. All intellectual property rights, title, and interest in and to the Platform, APIs, software, tools, documentation, and any related materials ("Platform IP") remain the exclusive property of 2dpaymentgateway or its licensors. The User is granted a limited, non-exclusive, non-transferable, revocable license to access and use the Platform solely for authorized business purposes in accordance with this Agreement.

11.2 User Data and IP. You retain all rights, title, and interest in and to your data, trademarks, and other proprietary materials ("User IP"). By providing data to 2dpaymentgateway, you grant 2dpaymentgateway a limited, non-exclusive license to use, copy, store, and process such data solely as necessary to provide the Services, maintain compliance with Applicable Law, or fulfill legal obligations.

12. Confidentiality

12.1 Protection of Confidential Information. Each party shall maintain the confidentiality of the other party's confidential information and shall not disclose, use, or permit access to such information except as necessary to perform obligations under this Agreement or as required by Applicable Law. "Confidential Information" includes technical, financial, operational, business, or proprietary information, whether in written, electronic, or oral form, and shall not include information that is publicly known, independently developed, or lawfully received from a third party.

12.2 Duration of Obligations. The obligations of confidentiality shall survive the termination or expiration of this Agreement for a period of five (5) years, except with respect to trade secrets or other information that constitutes a legally protected secret, which shall remain confidential for as long as such protection subsists under Applicable Law.

13. Audit and Compliance

13.1 Right to Audit. 2dpaymentgateway may, upon providing reasonable notice, audit your compliance with this Agreement, Applicable Law, and any regulatory or contractual obligations. You shall cooperate fully with such audits and provide all reasonably requested information, documents, and records in a timely manner. Audits shall be conducted in a manner that minimizes disruption to your business operations.

14. Suspension, Holds and Termination

14.1 Suspension and Termination. 2dpaymentgateway may, in its sole discretion, suspend or terminate your access to the Services immediately, without prior notice, for any of the following reasons: (a) breach of this Agreement, including violation of the AUP; (b) suspected or actual fraud, unauthorized transactions, or security incidents; (c) obligations arising under Applicable Law or regulatory requirements; or (d) material operational, financial, or system risks. Additionally, 2dpaymentgateway may terminate this Agreement or your access to the Services for any other reason or no reason at all, by providing thirty (30) days' prior notice to you via any method reasonably calculated to give you notice, including email, Platform notification, or other accessible communication channels.

14.2 Effect of Termination. Upon suspension or termination of the Services, your access to the Platform shall be disabled. 2dpaymentgateway may delete or return your data in accordance with its data retention policies and Applicable Law. All obligations relating to outstanding Fees, indemnification, confidentiality, and any accrued rights or liabilities shall survive termination.

15. Warranties and Disclaimers

15.1 Authority and Compliance. Each party represents and warrants that it has full power, authority, and legal capacity to enter into this Agreement and perform its obligations hereunder, and that its performance shall comply with Applicable Law.

15.2 Disclaimer of Warranties. Except as expressly stated in this Agreement, the Services are provided on an “AS IS” and “AS AVAILABLE” basis. 2dpaymentgateway expressly disclaims all warranties, whether express, implied, statutory, or otherwise, including, without limitation, warranties of merchantability, fitness for a particular purpose, availability, accuracy, or non-infringement.

16. Indemnification

16.1 User Indemnification. You shall indemnify, defend, and hold harmless 2dpaymentgateway, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, fines, penalties, and expenses (including reasonable legal fees) arising out of or relating to: (a) your breach of this Agreement; (b) your violation of Applicable Law; or (c) your fraud, misconduct, or negligence in connection with the Services.

16.2 2dpaymentgateway Indemnification. To the extent applicable, 2dpaymentgateway's indemnification obligations are limited by the terms of the Limitation of Liability set forth in this Agreement and shall not exceed the scope or amount specified therein.

17. Limitation of Liability

17.1 General Limitation. Except as expressly provided in this Agreement, neither party shall be liable to the other for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, revenue, data, or business opportunities, arising out of or in connection with this Agreement, even if advised of the possibility of such damages.

17.2 Maximum Liability. 2dpaymentgateway's aggregate liability under or in connection with this Agreement, whether in contract, tort, or otherwise, shall not exceed the total Fees actually paid by the User to 2dpaymentgateway in the twelve (12) months preceding the claim.

17.3 Carve-Outs. The limitations and exclusions set forth in Sections 17.1 and 17.2 shall not apply to: (a) claims arising from 2dpaymentgateway's fraud or willful misconduct; (b) gross negligence; (c) breach of confidentiality or unauthorized disclosure of personal data; or (d) any liability that cannot be excluded or limited under applicable law.

18. Governing Law and Dispute Resolution

18.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the European Union Member State in which 2dpaymentgateway maintains its principal place of business, without regard to conflict of law principles.

18.2 Dispute Resolution. The parties shall first attempt to resolve any dispute arising out of or relating to this Agreement amicably through good-faith negotiations. If a dispute is not resolved within thirty (30) days, either party may submit the dispute to the competent courts of the jurisdiction specified in Section 18.1, and the parties irrevocably submit to the exclusive jurisdiction and venue of such courts.

19. Assignment

19.1 Restrictions on Assignment. You may not assign or transfer any of your rights or obligations under this Agreement, in whole or in part, without the prior written consent of 2dpaymentgateway. Any purported assignment without such consent shall be null and void.

19.2 2dpaymentgateway Assignment. 2dpaymentgateway may assign or transfer its rights and obligations under this Agreement, in whole or in part, without your consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

20. Force Majeure

20.1 Excused Performance. Neither party shall be liable for any delay or failure in performing its obligations under this Agreement to the extent caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, governmental actions, pandemics, labor disputes, cyber incidents, power outages, or interruptions in telecommunications or internet services.

20.2 Proof of Force Majeure. To be recognized as a force majeure event, the affected party must provide documentation or certification from the relevant authority, such as an extract from the national trade or commerce registry or other competent governmental or regulatory body, confirming the occurrence and impact of the event.

20.3 Mitigation. The affected party shall use commercially reasonable efforts to mitigate the impact of the force majeure event and resume performance as soon as reasonably practicable.

21. Notices; Communications

21.1 Delivery of Notices. Any notice, communication, or request required or permitted under this Agreement shall be delivered by email to the address provided by the recipient or through

notifications on the Platform. Notices shall be deemed received: (a) upon successful transmission in the case of email, or (b) upon posting in the case of Platform notifications.

21.2 Support and Inquiries. For technical support, account inquiries, or general questions regarding the Services, Users may contact 2dpaymentgateway at the designated support email or through the Platform's support portal:

Support Email: 2dpaymentgateway@info.com

21.3 Response. 2dpaymentgateway shall use commercially reasonable efforts to respond to inquiries or support requests in a timely manner, consistent with any service-level agreements or policies published on the Platform.

22. Amendments

22.1 Updates to Agreement. 2dpaymentgateway may amend, modify, or update this Agreement at any time by providing notice to the User via email, Platform notification, or other reasonable means. Your continued use of the Services after such notice constitutes your acceptance of the updated Agreement.

23. Severability; Waiver; Entire Agreement; Language

23.1 Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed or modified to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

23.2 Waiver. Failure or delay by either party in enforcing any provision of this Agreement shall not constitute a waiver of that provision or any other rights.

23.3 Entire Agreement. This Agreement, together with all incorporated documents, schedules, and the AUP, constitutes the entire understanding between the parties regarding the Services and supersedes all prior agreements, communications, or understandings, whether written or oral.

23.4 Governing Language. The English version of this Agreement shall prevail in the event of any inconsistency or conflict with translations into other languages.

24. Survival

24.1 Surviving Provisions. The provisions of this Agreement relating to Fees, Confidentiality, Data Protection, Indemnity, Limitation of Liability, Intellectual Property, and any other provisions that by their nature are intended to survive, shall survive for a period of five (5) years following the termination or expiration of this Agreement, or for such longer period as may be required by Applicable Law.