Supplements to Payment Card Acceptance Regulations, using App POS terminal

Citadele

App POS Terminal / App POS Terminal Application – a payment Card acceptance system available as a Developer's app activated on a mobile device.
Developer – service provider, approved by the Bank and certified by Card organizations, and owns the rights to the Solution.
Main Cashier – the person who is indicated by the Merchant in the Application as the person responsible for the use of App POS Terminal and other features offered by the Solution, including the Merchant Portal, on behalf of the Merchant.
Supplements – these supplements to the Payment Cards Acceptance Regulations, using App POS Terminal which are an integral part of Payment Cards Acceptance Regulations.
Solution – a set of software for the purpose of performing contactless Transactions on a Mobile Device where App POS Terminal is also a part.
Cashier – the Main Cashier and/or the designated sub-Cashiers except if pursuant to the Supplements' certain conditions apply only to the Main Cashier.
Phone POS – Bank's application necessary for the download of the App POS Terminal Application and further access to it.
Mobile Device – Merchant's / Cashier's smart device with a touch screen function suitable for the download and use of the App POS Terminal.
Merchant Portal – a website available to the Merchant within the framework of the Solution which, among other things, allows the Merchant to administer App POS Terminal and Cashier activities, view and manage Transactions independently.

Terms which are used in the Annex but have not been explained herein are included in Payment Cards Acceptance Regulations.

1. General Provisions

1.1. The Bank undertakes to supply the Merchant with the payment card transaction processing services stipulated in the Agreement if the Transactions are performed under the procedure laid down in the Agreement and the Supplements.
1.2. The Merchant shall be aware and agree that under the Agreement the Bank ensures Transaction processing only in the Developer's App POS Terminals.
1.3. The Merchant and the Developer shall mutually agree on the rights to use the Solution, including App POS Terminal, and the procedure thereof by way of the Main Cashier accepting the Developer's License Contract and the Terms of Use of the App POS Terminal, and the Bank shall not be a party to this agreement.
1.4. The Bank shall provide the Merchant with card acceptance through the App Pos Terminal using the Bank's Phone Pos application.

2. Terms of use of the Solution, including App POS Terminal:

2.1. The Cashier undertakes to use App POS Terminal for Transactions according to Developer's License Contract, Terms and Conditions of App POS Terminal Application and terms of use of the Developer's Manual as well as the requirements laid down by the Bank in the Agreement.
2.2. App POS Terminal Transactions:
2.2.1. Shall be performed considering all the limitations and limits stipulated in the Agreement, if any, as well as the special limitations set by the Bank, Card organizations and/or the Developer for performing Transactions in App POS Terminals;
2.2.2. The Bank shall have the right to decline a Transaction in the App POS Terminal, if the agreed number, amount of Transactions and other agreements is breached based on the Application and if the Bank have a valid suspicion that the App POS Terminal is used in violation of the terms and conditions of the Agreement, field of activity declared by the Merchant or place or region of use of App POS Terminal or App POS Terminal is potentially used for fraud;
2.2.3. Transactions may be declined due to the requirements or limitations set by the Developer and/or Card organizations;
2.2.4. The Main Cashier specified by the Merchant in the Application shall be authorised, on behalf of the Merchant, to customise the Merchant Portal, activate the App Pos Terminal, appoint and manage Cashiers, accept the Developer's licence agreement, the App Pos Terminal application terms and conditions and any other terms required for the use of the App Pos Terminal, as well as perform any other actions necessary for processing and monitoring Transactions through the App Pos Terminal;
2.2.5. The Bank shall send to the Main Cashier, using the email address provided by the Merchant, personalised access credentials and/or other information necessary for activation of the App Pos Terminal and for carrying out the activities specified in Clause 2.2.4. of this Appendix.
2.3. Information about the Transactions performed in App POS Terminal shall be available to the Merchant under the procedure laid down in the Agreement as well as in the Merchant Portal.

Approved on October 13, 2026.
The Regulations are in effect from October 28, 2026.

3. Safety Requirements

3.1. In order to perform Transactions in the App POS Terminal the Cashier shall be obliged to meet the following requirements for use of the Mobile Device:

3.1.1. In order to prevent unauthorized access to the Transaction details and Merchant details related to the Transaction, the Cashier undertakes to ensure that the Mobile Device is secured, kept and used with due care and to take care of its security, including to equip the Mobile Device with an access code, e.g., a combination of numbers or a biometric authenticator, and to register only their own access codes in the Mobile Device as well as always make sure the Mobile Device is secure before using it;

3.1.2. The Cashier shall ensure that App POS Terminal settings and personalized information are not accessible to any third parties, including by deleting these settings, information or Phone POS and App POS Terminal Application, if the Mobile Device is passed on to any third party as well as in the event that the Cashier finds risks related to the use of the Mobile Device excessive.

3.2. In the event of loss or potential unauthorized access to the Mobile Device, the Cashier shall deactivate App POS Terminal linked to the respective Mobile Device in the Merchant Portal as soon as possible. Should it not be possible, the Cashier shall notify the Bank immediately that the respective App POS Terminal should be deactivated.

3.3. The Merchant / Cashier undertakes to notify the Bank and make the respective changes in the Merchant Portal immediately, in the event of changes to Cashier's email address indicated to the Bank for the purpose of receiving App POS Terminal service and/or termination of the contract with the mobile network operator for the Mobile Device or change of Cashier's mobile phone number.

3.4. The Bank shall have the right to deactivate App POS Terminal on one or more Mobile Devices at any time without prior notice, including for security reasons (e.g., if Merchant's data security is in danger).

4. Liability of the Parties

4.1. The Bank has made sure with due care that the Developer is a reliable service provider certified by Card organizations. In the event that the Developer's Solution and the resulting services have become unreliable and/or fail to meet the requirements of Card organizations and the Bank did not and could not have known it, and as a result thereof the Merchant has suffered damages in connection with the Transactions performed in App POS Terminal, the Bank shall make every effort to obtain compensation for direct damages to the Merchant.

4.2. In order to ensure continuity of Transaction processing, the Bank shall have the right to connect to the Merchant Portal upon the Merchant's / Cashier's request or at its own discretion, among other things, to establish the reason for malfunction of App POS Terminal, if the Merchant / Cashier has notified the Bank thereof by calling the phone numbers indicated by the Bank.

4.3. If upon being notified of malfunction of App POS Terminal, the Bank is not able to remedy it, it shall notify the Developer thereof on behalf of the Merchant.

4.4. The Bank undertakes to notify the Merchant / Cashier of the time needed to remedy the malfunction as soon as it has been estimated.

4.5. The Bank shall not be responsible for the Merchant's loss and inconvenience caused by malfunction or inaccessibility of the Solution, including App POS Terminal Application.

4.6. The Bank shall not be responsible for the Merchant's claims concerning activities of the Cashier when using App POS Terminal, operating in the Merchant Portal, if the Cashier was designated under the procedure laid down in the Agreement and Solution.

4.7. The Bank shall not be responsible for illegal Transactions performed by the Cashier and the financial and legal consequences thereof as well as any other loss arising from the Agreement, if caused by Merchant's / Cashier's illegal actions, deliberately or by way of gross negligence, or a breach of terms and conditions of the Developer and Agreement.

4.8. The Merchant / Cashier shall be responsible for the security of their Mobile Device and connections.

4.9. The Merchant / Cashier shall be responsible for performing Transactions and using App POS Terminal pursuant to the terms and conditions of the Agreement and the Developer.

4.10. The Merchant shall be responsible for all actions performed by the Main Cashier and/or Cashiers in Phone Pos, the App Pos Terminal and the Merchant Portal on behalf of the Merchant, including Transactions processed through activated App Pos Terminals.

4.11. The Merchant acknowledges and agrees to be bound by the terms of the Developer's licence agreement, the App Pos Terminal application terms and conditions and any other terms related to the use of the Solution that are accepted by the Main Cashier and/or Cashiers in connection with the use of the App Pos Terminal on behalf of the Merchant, to the extent such terms relate to the use of the App Pos Terminal.

5. Changes to the Annex and Termination of Transaction Service in App POS Terminal

5.1. The Bank shall have the right to make unilateral changes to the Supplements. The procedure for amendments is laid down in the Terms of Service.

Approved on October 13, 2026.
The Regulations are in effect from October 28, 2026.

5.2. The Merchant shall have the right to suspend the use of App POS Terminal for Transactions at any time by disabling the respective Mobile Device in the Merchant Portal settings.
5.3. When the Merchant suspends Transactions in App POS Terminals, the App POS Terminal shall be deactivated on each Mobile Device separately.
5.4. The Bank shall have the right to deactivate App POS Terminal on a Mobile Device and/or suspend supply of the service stipulated in the Agreement unilaterally without prior notice if:
5.4.1. It has become known to the Bank that:
5.4.1.1. The Mobile Device is used against the Cashier's will or by way of fraudulent or other illegal actions by the Cashier, including concerning the Phone POS or App POS Terminal Application;
5.4.1.2. The agreed number, amount of Transactions and other agreements are breached based on the Application;
5.4.1.3. The Bank has a valid suspicion that App POS Terminal is used in violation of the terms and conditions of the Agreement, the field of activity declared by the Merchant or the place or region of use of the App POS Terminal;
5.5. The Bank shall be entitled to refuse further processing of Transactions performed through the App Pos Terminal or to require a separate agreement regarding the conditions of use of the App Pos Terminal if the cumulative monthly value of Transactions processed through the App Pos Terminal exceeds the amount specified by the Merchant to the Bank during the application and contracting process as its expected monthly turnover, or any other amount separately agreed between the Parties in respect of Transactions processed through the App Pos Terminal.
5.6. The Annex shall become invalid and App POS Terminal Transaction processing service shall be terminated at the time of termination of the Service Agreement.
5.7. The Bank shall have the right to terminate the Agreement in the section on Transaction service in the App POS Terminal unilaterally, if the Merchant has not accepted a single App POS transaction for at least 3 (three) months.

Approved on October 13, 2026.
The Regulations are in effect from October 28, 2026.