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Merchant Agreement

COMPANY	Docree Demo Payments Ltd
REGISTRATION	HE 000000
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SECTION 01

Parties and Engagement

1.1 This Merchant Agreement (the "Agreement") is entered into between Docree Demo Payments (the "PSP" or the "Company") and the business entity accepting this Agreement through the Company's onboarding process (the "Merchant").

1.2 The Merchant engages the Company to process payment transactions on its behalf, subject to the terms and conditions set out herein and any applicable Operating Rules of card networks and payment schemes.

SECTION 02

Services Provided

2.1 The Company shall provide the following services:

- Acceptance and processing of card and alternative payment method transactions.
- Authorization, clearing, and settlement of approved transactions.
- Fraud screening, 3D Secure authentication, and risk scoring.
- Dispute and chargeback management support.
- Access to the Company's merchant dashboard and API.
- Transaction reporting and reconciliation tools.

2.2 The Company may add, modify, or discontinue any service at its discretion. Material changes will be communicated to the Merchant with reasonable notice.

SECTION 03

Merchant Obligations

3.1 The Merchant shall:

- Provide accurate and complete information during onboarding and maintain it current.
- Use the services only for the business activities disclosed at onboarding.
- Comply with all applicable laws, card scheme rules, and PCI DSS requirements.
- Display clear refund, return, shipping, and cancellation policies on its website.

- Use a verifiable customer service contact (phone, email, or chat) on all transaction descriptors.
- Promptly respond to cardholder disputes and provide supporting documentation.
- Notify the Company immediately of any data breach or suspected fraud.

3.2 The Merchant warrants that all transactions submitted for processing represent bona fide sales of goods or services delivered (or to be delivered) to the cardholder, with the cardholder's authorization.

SECTION 04

Fees and Settlement

4.1 The Merchant shall pay the fees specified in the Fee Schedule, including:

- Transaction fees: per-transaction percentage and fixed fee (e.g., 2.9% + $0.30).
- Currency conversion fees: markup on cross-currency transactions.
- Chargeback fees: fixed fee per received chargeback, regardless of outcome.
- Refund fees: fixed fee per processed refund (where applicable).
- Monthly gateway fees: fixed monthly charge for platform access.

4.2 Settlement of net proceeds (gross transactions minus fees, refunds, chargebacks, and reserves) shall be made to the Merchant's designated bank account on a T+2 business day basis, unless otherwise agreed.

SECTION 05

Chargebacks and Reserves

5.1 The Merchant is liable for all chargebacks and reversals on transactions it submitted, including associated fees. The Merchant's settlement account will be debited for chargebacks and related costs.

5.2 The Company may require a rolling reserve (typically 5-15% of gross processing volume held for 90-180 days) to cover potential chargebacks, refunds, and losses. The reserve amount is set at the Company's sole discretion based on risk assessment.

5.3 If the Merchant's chargeback ratio exceeds card scheme thresholds (typically 1% of transactions), the Merchant may be placed in chargeback monitoring programs, incurring additional fees and restrictions imposed by the card schemes.

SECTION 06

Prohibited Businesses

6.1 The Company does not provide services to businesses involved in:

- Illegal activities, unlicensed gambling, or unlicensed financial services.
- Adult content, pornography, or escort services.
- Firearms, ammunition, or weapons trading.
- Controlled substances, drug paraphernalia, or CBD/THC products where prohibited.
- Multi-level marketing, pyramid schemes, or get-rich-quick offerings.
- Counterfeit or infringing goods; IP-violating content.
- Any activity prohibited by card scheme rules or applicable law.

6.2 A complete list of prohibited businesses is available in the Acceptable Use Policy. The Company may update this list at any time.

SECTION 07

Suspension and Termination

7.1 The Company may suspend or terminate the Merchant's account immediately, with or without notice, in the event of:

- Breach of this Agreement, Operating Rules, or applicable law.
- Excessive chargebacks, refunds, or fraud indicators.
- Material change in the Merchant's business, ownership, or risk profile.
- Regulatory, legal, or reputational risk to the Company.

7.2 Upon termination, the Merchant remains liable for chargebacks and refunds on transactions processed prior to termination. Reserves may be held for up to 270 days post-termination to cover residual liabilities.

SECTION 08

Liability and Indemnification

8.1 The Merchant shall indemnify the Company against all losses, damages, fines, and expenses arising from: (a) the Merchant's breach of this Agreement, (b) chargebacks and disputes, (c) fraud committed through the Merchant's account, (d) card scheme fines.

8.2 The Company's total liability under this Agreement shall not exceed the total fees paid by the Merchant to the Company in the three (3) months preceding the event giving rise to the claim.

SECTION 09

General Provisions

9.1 This Agreement is governed by the laws of British Virgin Islands.

9.2 The Company may amend this Agreement upon 30 days' written notice to the Merchant. Continued use of the services constitutes acceptance of the amended terms.

Document	Merchant Agreement
Company	Docree Demo Payments Ltd
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