

Yow General Terms and Conditions Yow Service

31 March 2025

Article 1: General

1.1 These Terms and Conditions are a contract between Yow Luxembourg ('**Yow**') and the Merchant (also referred to as '**you**' or as the '**Merchant**') as a user of the Yow Service.

1.2 The Terms and Conditions apply to the Yow Service rendered by Yow to you and thereby entering a contract between you and Yow.

1.3 Both Yow and the Merchant together are collectively hereby known as "Party" or "Parties."

1.4 The Yow Service is not a method of payment and/or a payment service but is "software as a service" whereby Yow makes available to the Merchant a software application to integrate with his systems over the Internet which enables the Merchant to open and use a Payment Account with the Payment Services Provider and to manage, transfer and receive certain payments from and on the Payment Account. Yow manages all the physical and software resources used by the application and remains the owner of the software while the Merchant only obtains the right to use the software and to integrate it in his systems during the term of the Contract.

1.5 In order to use the Yow Service the Merchant has to register himself on the Yowpay.com website and accept these Terms and Conditions.

1.6 The Merchant must be a person who is legally competent and authorized to sign binding contracts and must be at least 18. If the legislation in the country of the Merchant differs from this rule the Merchant must be of the majority in age in his country of residence. By using the Yow Services, you confirm that you have the required age.

1.7 Yow has the right to make changes to this Contract. Yow will notify the Merchant of such changes by means of placing the new, amended Contract on the Yowpay.com website. The changes take effect as from 14 days after the date the new amended Contract is placed on the Yowpay.com website. If the Merchant is unable to agree with the changes the Contract will terminate.

Article 2: definitions

2.1 Affiliated Payment Account: a personal account of the Merchant or of its Related Parties held with a Payment Provider other than the Payment Services Provider.

2.2 Contract: the contract concluded between the Merchant and Yow through you approving these Terms and Conditions.

2.3 Debtor: a payer who initiates a Payment Transfer to the Payment Account of the Merchant.

2.4 Debtors Related Data: All data in relation to the Debtor and the payment by the Debtor to the Merchant such as the Merchants reference of the payment, SEPA SCT INST wire transfer information and/or the information details of the wire such as IBAN account name and BIC and the amount payable by the Debtor to the Merchant.

2.5 EPC compliant QR Code: European Payment Council Quick Response code being a standardized QR code that can be used for a SEPA SCT INST.¹

2.6 Merchant: an individual or company, carrying out a business and using the Yow Services under the Contract.

2.7 Merchant Account: The account the Merchant has with Yow which is opened when the Merchant registers himself on the Yowpay.com website and accept these Terms and Conditions in order to use the Yow Service.

2.8 Merchant Data: data inputted by the Merchant and/or Yow, Yow may input Merchant Data on behalf of the Merchant for the purpose of using the Yow Service or to facilitate the Merchant's use of said Yow Services.

2.9 Payment Services Provider Partnership Agreement: the agreement between Yow and the Payment Services Provider on the basis of which the parties collaborate for the sale and provision of the Payment Services to the Merchant under a Payment Services Agreement, whereby the Payment Services Provider provides Partnership Services to Yow and Yow provides

¹ 'EPC QR-code' stands for 'European Payment Council Quick Response - code' and is a standardized QR - code that can be used to initiate a SEPA SCT INST. Source: EPC Scheme Rulebook, 'Standardisation of QR-codes for Mobile Initiated SEPA (Instant) Credit Transfers', p. 12, 17 June 2022, www.europeanpaymentscouncil.eu.

certain services to the Payment Services Provider and with which same party the Merchant has entered into the Payment Services Agreement.

2.10 Payment Services Provider Partnership Services: services provided by the Payment Services Provider to Yow under the Partnership Agreement with which services Yow will be able to provide the Yow Services to the Merchant.

2.11 Payment Account: means the business account of the Merchant opened in the system of the Payment Services Provider in the name of the Merchant under the Payment Services Agreement with a unique number (IBAN) attached and used by the Merchant to withdraw and to deposit cash, to make Payment Transfers, of which the opening is provided by Yow as part of the Yow Service.

2.12 Payment Provider: means credit, electronic money or payment institution approved by an authority established in a Member State of the European Union or in a State party to the Agreement on the European Economic Area. The term Payment Provider also includes an agent of a Payment Provider.

2.13 Payment Services: the services provided to the Merchant by the Payment Services Provider under the Payment Services Agreement.

2.14 Payment Services Agreement: the agreement between the Merchant and the Payment Services Provider on the basis of which the Payment Services Provider sells and provides Payment Services to the Merchant. ¶

2.15 Payment Services Provider: the Payment Provider which provides Payment Services to the Merchant under the Payment Services Agreement. The term Payment Services Provider also includes an agent of this Payment Services Provider.

2.16 Payment Transfer: means payment transactions wherein funds are transferred to or from the Payment Account of the Merchant.

2.17 Related Parties: the direct or indirect shareholders of the Merchant and/or all parties which have directly or indirectly (one of) the same shareholders as the Merchant. ¶

2.18 Sepa^[2] credit transfer instant or SEPA SCT INST: SEPA Instant Credit Transfer is an instant payment instrument for the execution of credit transfers allowing transactions to be processed in seconds.^[3] ¶

2.19 Subcontractors: third parties with whom Yow has concluded a partnership agreement on the basis of which the parties collaborate for the sale and provision of Payment Initiation Services to the Merchant (the

Subcontractors Solution). Yow has concluded a number of such partnership agreements with various Subcontractors.

2.19a Payment Initiation Service" means the payment initiation services (as defined in Directive (EU) 2015/2366 (PSD2) and/or the Payment Services Regulations 2017, as applicable) which the Subcontractor is providing to the Merchant for the purposes of enabling the customers of the Merchant to pay for Merchant Products and Services via the Subcontractors Solution. The Payment Initiation Service is integrated in the Yow Services.

2.20 Subcontractors Merchant Terms: the terms entered into between the Subcontractors, [GetIvy](#) and Merchants in respect of the provision of the Subcontractors Solution;

20.21 Subcontractor Partnership Agreement: the agreement between Yow and the Subcontractor on the basis of which the parties collaborate for the sale and provision of the Subcontractors Solution to the Merchant. [¶](#)

20.22 Subcontractor Services Agreement: the agreement between the Merchant and a Subcontractor (as defined in this Contract under 20.19) on the basis of which that Subcontractor sells and provides the Payment Initiation Services to the Merchant.

2.23 Terms and Conditions: These General Terms and Conditions (this document).

2.24 Yow Sarl or Yow: A private company with limited liability incorporated under the laws of Luxembourg, registered in the trade register of the Chamber of Commerce under B289233 having its offices at 33, avenue de la Liberté L- Luxembourg.

2.25 Yow Documentation: documents made available by Yow to the Merchant at the Yowpay.com website including but not limited to manuals, user guides and Faqs. The description at said URL sets out the total Yow Services offered by Yow and instructions for how to use the Yow Services.

2.26 Yow Service:

The providing of the Yow Software to and the hosting of the Yow payment page for the Merchant with which:

- a) the Merchant will be provided with the opening of a Payment Account.
- b) the Merchant will be able to collect Payment Transfers from the Debtors on his Payment Account so-called the Yow IBAN by redirecting the Debtor to the payment page where an EPC compliant QR Code providing all the Debtors Related Data will be displayed to the Debtor on behalf of the Merchant in order to make a SEPA SCT INST to the Payment Account and with which the Merchant can obtain

- real time information whether and when the Payments Transfers by the Debtor to the Payment Account(s) of the Merchant are made.
- c) the Merchant will be able to collect Payment Transfers on his Payment Account so-called the PSP IBAN from alternate Payment Providers.
 - d) The Merchant will be able to make Payment Transfers from his Payment Account to an Affiliated Payment Account.

2.27 Yow Service Fee: fee payable by the Merchant to Yow for the Yow Services.

2.28 Yow Software: the online software application provided to the Merchant by the Yow as part of the Yow Services.

2.29 KYC/KYB Data: all required information and documents, Yow must collect from the Merchant in order to fulfill KYC, KYB Anti Money Laundering and Anti-terrorist financing regulations.

2.30 Virus: Anything (including software, file, code, or program) that could affect, impair, or prevent portions of the operations of Yow Services or Documentation.

Article 3: Using the Yow service

3.1 In order to use the Yow Service, the Merchant will need to create a Merchant Account by registering himself on Yowpay.com. The Merchant will need to provide all requested information necessary for the registration and it is his responsibility that the information provided in this respect is correct. ▸

3.2 It is the responsibility of the Merchant to acquire, possess and maintain all of the necessary equipment required to be able to use the service, e.g. computer, smartphone, tablet or other mobile device, bank security device, software, email address, internet subscription, mobile subscription, SMS function and also any other equipment necessary for the Yow Service. It is also the responsibility of the Merchant to keep the aforementioned equipment in such state that it remains up to date, safe and secure to use the Yow Service.

3.3 The Merchant needs to cooperate with all requests made by Yow to provide the KYC/KYB Data. Yow may make this conditional for granting the Merchant access, or continued access, to the Yow Service and related Payment Services Providers. This verification may include asking the Merchant for information so he can identify himself and his business activities. The Merchant may verify his information against third party databases or through other sources. See the [Yow Privacy Policy](#) for more information.

3.4 The Merchant must ensure the information he provides to Yow is always accurate and up to date. If at any time Yow believes that the information is outdated or inaccurate, Yow may require the Merchant to update this information and Yow may require the Merchant to complete the identification and verification process again. During this period the Yow Services could be partially or fully suspended with re-activation or re-onboarding fees associated.

3.5 The Merchant must not:

- a) use the Yow Service in any unlawful way, for illegal activities, in breach of the Contract, or act fraudulently or maliciously (for example, by accessing the Yow Application of third parties);
- b) not transmit or distribute any Viruses, or anything that could be considered harmful, threatening, offensive, harassing, obscene, illegal, violent, discriminatory, or a direct encouragement to hurt a person or a person's property.
- c) allow a third party to use the Yow Service made available to you;
- d) infringe intellectual property rights in relation to the Yow Service, or your use of it;
- e) use the Yow Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other persons (Yow expects fair levels of use);
- f) attempt to alter or decipher any transmissions to or from the servers running any Yow Service (for example, by trying to break the encryption protecting those transmissions).

Yow remains the right to check on a regular basis if the Merchant meets the conditions laid down in this article.

3.8 The Merchant Account is strictly personal and can not be used by third parties or on behalf of the business of third parties.

3.9 The Merchant affirms that the Merchant Data will not violate any intellectual property rights or any other legal rights and will not break the provisions of any law, regulation, or statute in any jurisdiction under applicable laws.

3.10 The Merchant agrees to reimburse Yow for any losses Yow incurs as a result of your breach of, or failure to comply with, this Contract, or if Yow suffers any losses as a result of your use of the Yow Service. Losses include but are not limited to direct financial losses, legal costs, fines, damages, or indirect losses.

3.11 By submitting an application to open a Payment Account including the provision of the necessary related documents in this respect, the Merchant

authorizes Yow to execute with the Payment Services Provider the procedure of the opening of the Payment Account on his behalf.

3.12 In order to use the Payment Initiation Service as provided by the Subcontractor, the Merchant must conclude a Subcontractors Services Agreement and accept the Subcontractors Merchant Terms in this respect.

Article 4: The service

4.1 Yow grants to the Merchant a right to use the Yow Services and the Yow Documentation during the term of the Contract, solely for internal business operations and for no other purpose.

4.2 Yow will only provide the Yow Services to the Merchant if the Merchant has accepted the terms of the Payment Services Agreement Payment Services Provider and has been approved by the Payment Services Provider.

4.3 When Yow provides the Yow Services, Yow acts on behalf of the Merchant legally meaning that Yow acts - de jure or de facto - as the representative of the Merchant for the opening of the Payment Account, for the providing of personal and business information of the Merchant necessary for the Payment Provider to provide the Payment Services to the Merchant as well as to execute the Payment Transfers as provided for in the Yow Services.¶

4.4 Yow is responsible for all support regarding the (opening of) the Payments Accounts and all transactions with respect to the Payment Account. For all communication in this respect the Merchant has to contact Yow. The Merchant should not contact the Payment Services Provider directly.

4.5 Yow will not be responsible for the services provided to the Merchant by the Payment Services Provider under the Payment Services Provider Agreement. ¶

4.6 Yow may update the Yow Service to add and improve its functions. Depending on the update, The Merchant may need to download the latest version of the Yow Application and accept any new or additional terms. In case the updates shall be refused by the Merchant, the present agreement will be void

4.7 Yow will provide all support with respect to the Payment Account opened and the transactions to and from the Payment Account as provided for in the Yow Services with equitable skill and care. In this respect Yow

shall make available a help desk to the Merchant during Normal Business Hours (9 to 18 on working days). Yow agrees to provide the support in relation to the Yow Services with equitable skill and care. Yow may use the help desk to request or receive support in relation to the Yow Services, and Yow shall respond promptly. Yow may suspend support if any amount due to be paid by the Merchant to the Yow is late by at least 30 days.

4.8 No term in this Contract allows the transfer or assignment of any intellectual property rights from Yow to the Merchant or from the Merchant to Yow. Yow owns 100% of the Yow Application and Yow Documentation.

4.9 When Yow provides the Yow Services to the Merchant, Yow will not act on behalf of or as a representative of the Payment Services Provider. By providing the Yow Services, Yow only acts as an intermediary between the Payment Services Provider and the Merchant.

4.10 The Merchant acknowledges the following limitations with respect to the Yow Services:

4.11 The withdrawal of funds from the Payment Account is limited to an Affiliated Payment Account

4.12 The receiving of funds on the Payment Account, so called Yowpay IBAN, is limited to transfers initiated through the Yowpay system as part of the Yow Service. Manual payment of invoices shall be rejected and returned to senders.

4.13 The receiving of funds on the Payment Account, so called PSP IBAN, is limited to transfers from Payment Providers.

Article 5: Termination of this Contract and blocking of the service

5.1 This Contract will be terminated immediately at the moment the Partnership Agreement between Yow and the Payment Services Provider will be terminated and/or the Payment Services Agreement between the Merchant and the Payment Services Provider will be terminated.

5.2 Yow may suspend or end the Merchant's use of the Yow Services (or part of it) at any time with the possibility to freeze the funds or not:

- 1) if the Merchant breaches this Contract;
- 2) in the event Yow is unable to identify the Merchant or proceed with appropriate KYC KYB;
- 3) if Yow suspects that the services' security has been breached, or Yow suspects unauthorized or fraudulent use of the Yow Services or Yow

suspects fraud, prohibited transactions or money laundering or any other violation of the law. In the event of suspected fraud, prohibited transactions or money laundering, or not complying with this Contract, Yow may as a result report all relevant information in this respect to the relevant authorities without informing the Merchant.

- 4) In case of inactivity on the Payment Account and if the available balance on the Payment Account doesn't cover the monthly Yow Service Fees, Yow has the right to terminate the Yow Services before the end of the month.
- 5) if Yow is required to do so by law; or
- 6) in other circumstances where Yow believe that there is a valid reason (such as for risk or fraud management), or at your request.
- 7) as long as the the Payment Services Agreement between the Merchant and the Payment Services Provider will be suspended.
- 8) if the Payment Services Provider request so, and Yow will not disclose the exact reason unless additional documentation or justifications are needed
- 9) Bankruptcy is declared in respect of the Merchant's assets, restructuring is initiated, the bankruptcy petition is canceled owing to the lack of funds for the remuneration of the trustee in bankruptcy, the Merchant enters into liquidation, or the risk of insolvency on the Merchant's side excessively increases within a short period.

5.3 Yow may otherwise decide to stop providing the Merchant with the Yow Services and end this Contract at any time by giving the Merchant 1 month' notice without providing any reason.

5.4 The Merchant may stop using of Yow Services at any time and end this Contract, e.g. by ending this Contract . Doing so Yow will not automatically delete the user information holds in the system. The Merchant can delete his user information in the Yow Website. The Merchant can contact Yow at dataprivacy@Yowpay.com and Yow can delete the user information which are held in system. When the user information is deleted, Yow will continue to hold certain amount information about the Merchant and its business, in particular the history of transaction and the use for as long as it is required to enable Yow to comply with legal requirements, and for operational reasons such as issue resolution, complaint handling and AML regulations. See the Yow Privacy Policy for further details on the retention period(s).

5.5 The termination of this Contract does not affect the legal rights, obligations and responsibilities of the Merchant and Yow have used, that have applied to the relationship between the Merchant and Yow, or that arose in the period that the Contract was in effect or for which it is stipulated that they remain valid for an indefinite period.

5.6 The termination of this Contract is not subject to any financial compensation.

5.7 If the Merchants access to the Subcontractors Solution for which he has concluded a Subcontractor Services Agreement is suspended, blocked or terminated due to the applicable clauses in the applicable Subcontractors Merchant Terms, the Payment Initiation Services are also suspended, blocked or terminated. In order to get access to the Subcontractors Solution again, the Merchant needs to conclude a Subcontractor Services Agreement with another Subcontractor as far as Yow has (a) Subcontractors Partnership Agreement(s) in place in this respect.

5.8 If the Subcontractors Partnership Agreement between Yow and the Subcontractor with whom the Merchant has concluded the Subcontractor Services Agreement is terminated, then the Merchants Access to this Subcontractors Solution will also be terminated. In order to get access to the Subcontractors Solution again, the Merchant needs to conclude a Subcontractor Services Agreement again with another Subcontractor as far as Yow has (a) Subcontractors Partnership Agreement(s) in place in this respect.

Article 6: Charges

6.1 The Merchant pays to Yow the Yow Services Fee, which fee is set out in the price list display available in the Merchant Account and will be collected by Yow by debiting the Merchant Account. The Merchant hereby authorizes Yow to debit from the Payment Account the Yow Services Fee.

6.2 Yow will prepare an invoice for the Yow Service Fees. The invoice will be displayed in the Merchant Account. The invoice will be payable within 15 (fifteen) days.

Article 7: Availability of the service¹

The availability of the Yow Services is subject to the [Service Level Agreement](#).

Article 8: Updating or and changes to the service

Yow is entitled to implement updates and new versions of the Yow Service to the extent that Yow considers appropriate. Yow is also entitled to implement changes to the Yow Service or the way in which the Yow Service is provided without prior information. The Merchant accept all updates on the Yow Software and is fully responsible if such update of the Yow Software requires any adjustments in the integration of the Yow Software in the Merchants system. If the Merchant fails to make such adjustments, Yow is not responsible for any loss or regression of the Yow Services. Yow will provide 1 month notice for usual changes and updates unless the update is urgent and mandatory for security or quality of the services provided by Yow

Article 9: Data Protection

9.1 If the account information ~~(of the Merchant)~~ processed and stored by YOW is personal data in accordance with the GDPR, YOW shall process such personal data in accordance with the GDPR and applicable personal data protection laws.² See our Yow Privacy Policy.

9.2 By using the Yow Service the Merchant explicitly consent to Yow collecting and using technical information about your usage and device to improve our products and to provide any services to you. ¶

9.3 By submitting his personal and business information to Yow, the Merchant authorizes Yow to disclose such information to the Payment Provider in order for the Payment Provider to provide the Payment Services to the Merchant.

Article 9 bis : Sharing KYC and KYB Data with Subcontractors

9b.1 The Merchant acknowledges and agrees that Yow may share KYC/KYB Data with the Subcontractors and/or Payment Services Provider , strictly within the scope of identification procedures, regulatory compliance, fraud prevention, and anti-money laundering processes. ¶

² EDPB Guidelines, 'On the interplay of the Second Payment Services Directive and the GDPR', p. 9 -12, 15 December 2020, www.edpb.europa.eu; Preamble 89 PSD2.

9b.2 Yow guarantees that any sharing of KYC /KYB Data with the Subcontractors and/or the Payment Services Providers will comply with applicable data protection regulations, including GDPR, and will be subject to appropriate contractual agreements ensuring confidentiality, security, and exclusive use of the KYC/KYB Data within the specified framework.

9b.3 The Merchant expressly agrees to this limited and secure sharing of the KYC/KYB Data for the purposes mentioned above.

9b.4 Yow remains responsible towards the Merchant for ensuring confidentiality and security of the KYC/KYB Data shared with the Subcontractors and/or the Payment Services Provider, in accordance with its privacy policy and applicable regulations.

Article 10: Limitation of liability

10.1 Yow is not liable for any damage which is due to Luxembourg or foreign legislation, the actions of Luxembourg or foreign public authorities, acts of war, strikes, blockades, boycotts, lockouts, or other similar circumstances. The reservation as regards strike, blockade, boycott and lockout also applies if Yow is itself the subject of or implements such industrial action.

10.2 Should Yow be prevented from providing the service as a result of a circumstance stated in the first paragraph, the service may be postponed until such time that the impediment has been removed.

10.3 Yow is not liable for loss that has also arisen in cases other than those specified in the first paragraph in the event that Yow's actions are to be regarded as having been taken with due caution. Yow is not responsible for any loss unless the loss was caused by Yow's gross negligence.

10.4 In addition to the provisions of the first and second paragraph, Yow is not liable in cases of unusual or unpredictable circumstances over which Yow has no control and whose consequences were impossible for Yow to avert despite all efforts made. Nor does liability for implementation of the service arise when Yow, or when the party engaged by Yow, has acted in accordance with Luxembourg or EU legislation.

10.5 The service has not been developed to meet your individual circumstances. It is your responsibility to ensure that the service meets your needs.

10.6 Yow has no liability to you for any loss of profit, loss of revenue, loss of business, business interruption, or loss of business opportunity.

10.7 Yow has no liability to you for any damage or alteration to your equipment including your devices as a result of use of the Yow Service.

10.8 Yow is not responsible or liable if the relevant cause arises from your breach or action (such as your fraud or Yow following your instructions), events outside of our control, or the need to comply with our legal obligations.

10.9 All information, content and material displayed through the service is provided for information only. It is not financial or professional advice. You should not rely on information or content from the service as the sole basis for making a financial decision. You should use your own judgment, and seek professional advice if appropriate. Accordingly, you agree

that Yow is not responsible or liable to you for:

- 1) any action (or inaction) resulting from use of or reliance on information or content displayed through the service (or any loss or damage you suffer as a result); or
- 2) any dealings you have with third parties through the Yow Service.

10.10 If Yow is liable to you in relation to the Yow Service, then Yow will only be liable to you for loss or damage that you personally suffer that is a foreseeable result of all such causes up to a maximum of 50 euro

10.11 Yow is not liable for any failure in the provision of the Payment Services by the Payment Services Provider to the Merchant and/or of any failure in the provision of the Payment Initiation Services by the Subcontractor to the Merchant.

Article 11: Merchant Due Diligence

11.1 In Order to provide the opening of a Payment Account with the Payment Services provider, Yow must collect all required information and documents from the Merchant in order to fulfill KYC, KYB Anti Money Laundering and Anti-terrorist financing regulations and process such information and documents with the Payment Services Provider.

11.2 Yow is entitled to monitor and investigate the activities and transactions of the Merchant with respect to the Yow Services. In case of suspicious transactions and/or suspicious behavior, Yow can block and return Payment

Transfers and report suspicious transactions and/or suspicious behavior to the Payment Services Provider, which reports remain confidential.

Article 12: Assignment

12.1 The Merchant may not assign or transfer any rights or obligations he has according to the Contract.

12.2 Yow is entitled to assign all or parts of its rights and obligations according to the Contract, though provided such assignment or transfer is not to your disadvantage and does not change the rights and obligations you have according to the Contract.

Article 13: Term of Contract

This Contract applies from the day on which the Merchant approved the Terms and Conditions and until further notice for as long as the Merchant is using the Yow Service

Article 14: Complaints

If the Merchant is dissatisfied with Yow's handling of the service, the Merchant can present his complaint and any claim for compensation to Yow via email at complaint@yowpay.com as soon as the Merchant becomes aware of the event to which the complaint relates.

If the Merchant is dissatisfied with Yow's handling of the service, the Merchant may submit a complaint and any claim for compensation to Yow via email at complaint@yowpay.com within 30 business days of becoming aware of the event to which the complaint relates. The complaint should include details of the service issue, date of occurrence, and any relevant supporting documentation. Yow will acknowledge receipt of the complaint within 2 business days and provide a substantive response within 14 business days. Both parties agree to attempt to resolve any disputes amicably before pursuing other legal remedies.

Article 15: Applicable law

Disputes as a result of the Terms and Conditions shall be determined by a general court in Luxembourg applying Luxembourg law.

Any disputes arising out of or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Luxembourg and shall be governed by and construed in accordance with the laws of Luxembourg.

Article 16. Announcements and notification

16.1 Declarations, notifications and other announcements from Yow to the Merchant can be made by e-mail, via publications on the website Yowpay.com or by any other reasonable method.

16.2 All announcements intended for the Merchant will in principle be sent to the e-mail address the Merchant provided to Yow upon Registration.

Article 17: Other

17.1 The Merchant agrees that Yow can freely and by operation of law transfer the rights and obligations arising from this Contract and from all the documents that apply for reference purposes in the event of a merger, division, takeover or other restructuring.

17.2 The titles of the various sections of this Contract are indicative only and do not necessarily give an exact indication of the content of the articles to which they refer.

17.3 If Yow fails to act in respect of a violation of this Contract by the Merchant or by others, Yow does not automatically waive the right to act in respect of later or similar violations.

17.4 If Yow does not exercise or enforce a legal right or legal remedy referred to in this Contract (or to which Yow is entitled in accordance with the applicable law) this cannot be considered a waiver of the rights of Yow. Neither can it be considered a waiver of the right to act in respect of later or similar violations. Yow can and may always use its rights or legal remedies.

17.5 The provisions in the following articles: '16. Announcements and notification', '10. Limitation of liability Yow', '3.10 Reimbursement', '15. Applicable law' and '17. Other' and any other provision insofar as applicable continue to exist after the termination or expiry of this Contract.

17.6 This Contract is drawn up in the English language. In the event of a conflict between the English version of this Contract and a version in another language, the English version will prevail.