

Terms and conditions for using the Online Payments service

This document (hereinafter referred to as the Regulation) defines the conditions under which it is possible to make online payments for educational and other services provided by the private institution Heritage International School.

Terminology used

Consumer – an individual or a legal entity

Provider – provider of educational services, private institution Heritage International School, legal address: 45 A, Dacia Boulevard, Chisinau Municipality

Bank – a financial institution issuing and/or accepting bank cards for payment, in accordance with the legislation of the Republic of Moldova, on the territory of the Republic of Moldova or abroad

Online Payment Operator – Paynet Services SRL (paynet.md)

Bank card – a debit or credit card issued by a bank, which is a non-cash payment method that provides users with the opportunity to conduct transactions with funds that are in the Consumer's bank account

The Internet – a worldwide system of computer networks, built according to the IP protocol and routing (targeting) of data packets

Invoice for payment – an invoice in the Provider's Accounting and Invoicing System that allows keeping records of services rendered

Payer – any individual, the holder of a valid bank card, who initiates the transfer of funds via the Internet to pay for goods and services in the interests of the Consumer

Online payment – a transfer of funds made by the Payer via the Internet in favor of the Consumer, for goods and services rendered

Regulation – terms of payment for goods and services provided through the Online Payments service, which are legally binding in terms of implementation and compliance by the Payer

Card transaction – payment using a bank card for the cost of goods and services provided by the Provider, including all technological, economic and legal procedures and processes related to payment

Fraudulent transaction – a transaction carried out with a credit card, which is unauthorized and/or unconfirmed by the card holder

1. Description of the online payment procedure

- 1.1. Access to the service is conditional on prior acceptance of the Terms and Conditions of Use of the Online Payments service and registration of information about the type of payment and Consumer's data.
- 1.2. Any holder of a Visa or MasterCard type bank card (including Visa Electron and Maestro), issued by a bank from the Republic of Moldova or a foreign bank, can pay for the services provided through the Online Payments service available on the website www.heritage.md

- 1.3. Invoices issued by the Provider for the goods and services provided to individuals are subject to payment.
- 1.4. Also, advance payments can be made for the services which will be provided to individuals. The minimum amount of the advance payment is 10 MDL, and the maximum amount should not exceed 200 000 MDL.
- 1.5. On the web page **www.heritage.md**, under the heading of Online Payments, the Payer enters data in the format and in the fields specified on the website of the Online Payments service, and indicates the amount of payment to be made to the Consumer's account from the funds on the Payer's card. After entering the necessary data and confirming agreement with the Terms and Conditions of the Online Payments service, the Payer must click the Continue button.
- 1.6. After checking the entered data, the Payer will be redirected to a secure section of the Bank's server.
- 1.7. In order to make a payment, the Payer provides his bank card details: bank card number, bank card expiration date and secret code (CVC/CVV), which allow performing online payments. The transfer of this data will be carried out in accordance with the security measures of the Bank that issued the bank card. The data will be transmitted by the Bank's authorized server through a secure channel. The information is transmitted in encrypted form and stored only on a specialized server of the Bank that issued the Payer's card and of the Online Payments Operator that supports the Online Payments system.
- 1.8. After the payment is made, the funds will be credited to the accounts of the Consumer in whose favor the online payment was made.
- 1.9. The transfer of funds is carried out by the Bank in accordance with the rules of the Visa or MasterCard banking payment systems. However, the transfer of funds may be made with a delay due to the time of payment, the level of workload of the payment system, holidays or weekends, etc. The Provider does not guarantee the immediate transfer of funds to the Buyer's account (and is not responsible for damage caused to the Buyer or the Payer as a result of delay in transferring funds to the Consumer's account through the Online Payments system).
- 1.10. The Payer is responsible for the accuracy of the entered information: the bank card number, the expiration date of the card, the amount of funds to be transferred and the first and last name of the school's student. Since the Provider does not transfer funds and does not provide banking services, all responsibility for the accuracy of data transmission is solely borne by the Bank and the Payer. All claims for the refund of funds transferred through the Online Payments system must be settled directly between the Bank that issued the card and the Payer.
- 1.11. If a wrong student's first and last name were specified during the payment, the Payer must contact the Bank that issued the bank card to find out the identification code of the transaction. This code, together with a copy of the passport and the application (in free form, containing the correct and incorrect wording, signature and date of application), is transmitted to the Provider (to the office, or by email) to verify the submitted data.
- 1.12. If the information is correct and the application turns out to be justified, the funds may be transferred from the wrong student's name to the one indicated by the Payer.
- 1.13. In certain cases, and in strict accordance with the general rules and conditions of international payment organizations, funds credited to the Consumer through the Online Payments service can be refunded to the Payer's bank card only after the Payer files an application with a claim for refund, and in strict accordance with the standard refund procedure in force at the time of payment.
- 1.14. In case of cancellation of payment via Online Payments, regardless of the reason, the Payer

undertakes to reimburse the Provider for all losses and costs incurred by the Provider in connection with the withdrawal of payment, including to pay penalties imposed by international payment organizations, fees paid to banking institutions, arbitration and other legal expenses.

1.15. The Provider is not responsible for:

- i) fraudulent actions, as a result of actions or omissions of third parties or the Payer, as well as for any consequences arising from the negligence or error of the Payer in terms of security and/or confidentiality of their data, card or passwords.
- ii) direct or indirect damages arising from or related to any method of using or performance of the Online Payments service, this website or other websites. The Payer can address any claims in terms of material and moral damage, if necessary, to the Bank that issued the card.
- iii) technical specifications of the computer, operating systems, software used, quality of tools and configuration of data transmission networks, security features installed and/or configured on the Payer's computer.

The Payer accepts these limitations of the Provider's liability, and in case of non-acceptance of these conditions, the Payer will not use the Online Payments service on the Provider's website.

1.16. The Provider does not have access, accordingly, does not process and does not store confidential information related to Payers' bank cards and is not responsible for the confidentiality of information provided by a Payer via open communication channels (Internet).

Any information provided by the Payer during the use of the Online Payments service is used exclusively for making payments for goods and services provided by the Provider and cannot be used for other purposes. Any use that contradicts the provisions of these Rules entails liability in accordance with the law in force.

1.17. By using the Online Payments service, the Payer agrees to the processing of their personal data by the Provider and the Online Payment Operator. For more information about data processing performed by the payment system, see the Privacy Policy of the Online Payment Operator <https://paynet.md/home/terms>

2. Payment

2.1. When transferring funds using the Online Payments service to pay for the goods and services provided, the Payer is **charged with a Commission of 1% of the amount paid.**

2.2. All payments are made in the national currency – Moldovan leu (MDL). If the currency of the transaction differs from the currency of the bank card, the conversion of the amount is carried out in accordance with the exchange rate set on the settlement day by the Bank that issued the card or at the rate of Visa or MasterCard payment systems.

3. Other conditions

3.1. The Payer will be informed about the termination or amendment of these Rules via the Provider's website: **www.heritage.md**. This Regulation is considered amended from the moment of publication on the website or from the moment specified in the announcement.

3.2. The Provider is not responsible to the Payer and/or Beneficiary for delays and failures of technical platforms or for errors in data transmission.

3.3. The Provider is not responsible for any claims from third parties as a result of using the Online Payments service on its behalf, nor for any damage (direct or indirect), costs, actions, claims, expenses (including legal fees) or other obligations caused in any way by the violation or disregard

by the Payer of the provisions of these Terms and Conditions and of legislative/regulatory acts.

3.4. Payment of funds via the Online Payments service using bank cards may be terminated or suspended by the Provider for an indefinite period.

3.5. The Provider reserves the right to cancel the payment made using the Online Payments service if there is suspicion of fraud or for other objective reasons.

3.6. The Payer is responsible for the use of bank cards and for any actions of third parties performed on behalf of the Payer when using the Payer's bank card through the Online Payments service.

3.7. The Payer and/or the Beneficiary of the services are liable for any losses, direct or indirect, caused to the Provider intentionally or through negligence, or due to improper handling of the Online Payments service, non-compliance with the rules of this Regulation, or other illegal actions.

3.8. Using the Online Payments service, the Payer consents to the processing of personal data by the Provider in order to make payments through the Internet, confirm and transmit information about the payment made.

3.9. By using the Online Payments service, the Payer accepts all the terms of this Regulation and agrees to the terms of limitation of liability of the Provider. Any disagreements between the Payer and the Provider will be settled amicably. If disagreements cannot be settled amicably, they must be settled through the competent courts of the Republic of Moldova, in accordance with the legislation of the Republic of Moldova.