

VERIFONE MERCHANT SERVICES TERMS

Thank you for choosing Verifone for your merchant services needs. These Terms apply to the various services that we may offer to you.

Part A: Relationship Terms	This part applies to our overall relationship with you and all Services.
Part B: Terminal Services Terms	This part sets out the specific terms that relate to payment Terminals that you may rent or purchase from us and the software on those Terminals.
Part C: Acquiring Services Terms	This part deals with how we will process the payments that you make through the Terminal.
Part D: Defined terms	This part sets out definitions for certain words and expressions that we use in the terms. You can tell that a word or expression has a specific definition if it is in capital letters in these terms.

Your Order Form(s) will set out the details of which services you have selected as well as details of the fees and charges that apply.

We may change these Terms at any time, including by introducing new charges and fees or changing the rate or basis of all or any part of the fees and charges as set out in Part A.

We will provide you with a hard copy of these Terms at any time on request free of charge.

Part A: Relationship Terms

1. HOW THE AGREEMENT WORKS

- 1.1 These Terms, together with the Order Form constitute a legal agreement between Verifone and you. The Order Form is incorporated by reference into, and constitutes a part of, these Terms. Verifone shall not be bound by any Order Form until Verifone has accepted such order in writing or has shipped or otherwise delivered, activated, or invoiced you for Services ordered.
- 1.2 These Terms apply to your purchase, rental, or use of the Terminal Services and Acquiring Services provided by the Verifone company or companies stated on your Order Form. Note that the Terminal Services and the Acquiring Services may be provided by different Verifone companies and you may receive separate invoices from different Verifone companies as a result. You will have access to Verifone's standard customer support services, which you may access via the methods identified on your Order Form.

2. GENERAL TERMS

- 2.1 You must use the Services only for their intended purpose and in compliance with all applicable laws, rules, and regulations, as well as any rules imposed by any applicable Payment Scheme and any specifications, documentation, or other instructions provided by Verifone. You may use the Services only in the normal course of a legitimate business in the Covered Territory. You must defend, indemnify, and hold harmless Verifone and its Affiliates and each of their directors, officers, employees, and agents from and against all costs, expenses, damages, claims, charges, penalties, fines and other losses that result from your acts or omissions with respect to the Services or these Terms
- 2.2 You must provide Verifone with such information and assistance as Verifone may reasonably request, inform Verifone promptly of any changes to such information, and keep such information true, accurate, current, and complete at all times. Verifone will not be liable for any loss, claim, or other damages that result from erroneous or incomplete information provided to Verifone, your failure to secure your account information, or your failure to otherwise reasonably cooperate with Verifone. Verifone may cancel your orders and disable your access to Services without notice should you violate these restrictions.
- 2.3 You must notify us of your use of any Service Provider (other than Verifone) and, to the extent required by each Payment Scheme, all Service Providers must be (i) compliant with all Security Standards applicable to Service Providers, and (ii) registered with or recognized by such Payment Schemes as being so compliant. You agree to exercise due diligence to ensure that all yours Service Providers, agents, business partners, contractors, or subcontractors with access to Payment Instrument Information comply with the Security Standards. To the extent required by each Payment Scheme,

all Payment Applications or software involved in processing, storing, receiving, or transmitting of Payment Instrument Information used by you shall be (i) compliant with all Security Standards applicable to such Payment Applications or software, and (ii) registered with or recognized by such Payment Schemes as being so compliant.

- 2.4 Verifone may modify any component of the Services at any time in its discretion, and Verifone may discontinue any component of the Services in its discretion, provided that Verifone will endeavour to provide you with as much notice of such discontinuation as is commercially practicable under the circumstances.
- 2.5 By agreeing to these Terms, you authorize us to perform any credit check necessary with respect to you and your directors, officers, Affiliates, principals, and guarantors (if applicable) during the term of these Terms and will provide us with the required information and documents (e.g. records and annual accounts) upon request. We are under a statutory obligation to identify you, any acting person on your behalf and any beneficial owners in accordance with applicable anti-money laundering laws. This also includes updates of this information. Please note that the Terms cannot be agreed before we have completed due diligence obligations.
- 2.6 You have no right to market, distribute, sell, assign, pledge, sublicense, lease, or otherwise transfer the Services (including any software), to any third party. You shall not reverse engineer, decompile, disassemble, translate, modify, alter, or create any derivative works based upon the software, or determine or attempt to determine any source code, algorithms, methods, or techniques embodied in any software licensed hereunder.
- 2.7 You shall not remove or alter any Verifone trademarks, trade names, logos, patent or copyright notices, or other notices or markings, or add any other notices or markings to the Services. Except for the license rights expressly granted herein, you shall have no right, title, or interest in any intellectual property contained in the Services and Verifone reserves all rights not expressly granted herein.
- 2.8 You are responsible for separately procuring all information technology infrastructure necessary to access and use the Services and ensuring compatibility with the Services. Verifone is responsible for only the information technology network and related hardware and software environment directly controlled and maintained by Verifone to store, process, or transmit data electronically during Verifone's provisioning of the Services. Verifone is not responsible for (i) any hardware in your possession or your information technology environment or (ii) processor, Internet, network, point-of-sale or ECR systems, or other systems outside of Verifone's control.
- 2.9 Verifone conducts routine maintenance on its hosted Services and reserves the right to shut down those Services with no notice should emergency maintenance become necessary. It will endeavour to provide notice as far in advance as is reasonably practicable for any scheduled or routine maintenance that may materially impact the Services.
- 2.10 You acknowledge and agree that Verifone may collect and use technical and usage data and other information in connection with your use of the Services, including information about payment transactions, which data is gathered by Verifone for data analytics and optimization, to facilitate the provision of Services, to provide updates, support and other services related to the relevant Services, to improve Verifone's Services, and for other lawful purposes. You acknowledge and hereby consent to Verifone's cross-border data transfers in connection with the performance of its obligations under these Terms.
- 2.11 Verifone may enable third-party services in connection with the Services, such as fraud monitoring tools and advanced payment methods. Verifone will transmit such data as is requested by the third-party service provider in connection with its service. You must provide all required notices and have obtained all rights, permissions, and consents necessary for Verifone to lawfully transmit such data to the service provider and for you to grant any necessary permissions or authorization for such transmittal. Verifone is not responsible for the acts or omissions of any such service provider.

3. FEES AND TAXES

- 3.1 You agree to pay Verifone the fees for the Services set out in the Order Form. If stated on the Order Form or otherwise requested by Verifone, you must have a direct debit instruction in place with your bank to authorise the payment of fees, charges, chargebacks, and refunds that are owed to us.
- 3.2 All fees are exclusive of applicable taxes unless expressly identified by Verifone in writing as included in the applicable fee. All fees shall be due and payable in accordance with the payment terms set out in the Order Form and if there is no payment term set forth in the Order Form, payment shall be due within 30 days of the date of the corresponding invoice issued to you by Verifone. Verifone's failure to issue an invoice will not release you from your obligation to pay the fees. All payments are to be made in the currency specified on the Order Form, unless otherwise agreed by Verifone. If you fail to pay any fees when due hereunder, Verifone shall be entitled to (a) charge interest on the overdue payment from the date due until paid at the rate equal to 8.0% per annum plus the European Central Bank's then-current reference rate, or the maximum rate permissible by law, whichever is less; (b) suspend the Services if you fail to pay for more than 30 days; and (c) pursue any and all legal remedies to collect the amounts owed by you, including recovery of any attorneys' fees and other costs or expenses incurred to collect such fees.

3.3 If you fail to pay Verifone or any of its Affiliates any fees, indemnities, or other amounts payable under these Terms or any other agreement when due, Verifone and any of its Affiliates shall have the right to offset such fees, indemnities, or other amounts against any amount payable by Verifone or any of its Affiliates to you under these Terms or any other agreement.

4. **TERMINATION**

4.1 Verifone may terminate these Terms and stop providing the Services by sending you written notice at least 1 month in advance (a) if you breach any provision of these Terms and do not cure such breach during the notice period, or (b) at any time after the Minimum Service Term has ended.

4.2 We may also terminate these Terms and stop providing the Services immediately without notice if: (a) your business ceases to operate, is the subject of administration, dissolution, reorganization, insolvency, or bankruptcy action; or (b) termination is required to comply with law or government order.

4.3 Upon termination of these Terms (a) you will no longer have the right to place orders for any Services; (b) any revocable licenses granted hereunder shall be deemed revoked; (c) all Service Terms shall terminate; and (d) all provisions of these Terms that give rise to a Party's ongoing obligations or that by their nature must survive termination to effect their purpose will survive termination of these Terms.

4.4 You may terminate these Terms upon 30 days' written notice if Verifone breaches any provision these Terms and does not cure such breach during the notice period or as otherwise set out in the relevant Service-specific terms.

5. **GOVERNING LAW AND DISPUTE RESOLUTION**

5.1 These Terms are governed by and shall be construed in accordance with the laws of England and Wales unless prohibited by the local laws in the Covered Territory, in which case these Terms will be governed by and construed in accordance with the laws of the Covered Territory. Notwithstanding the foregoing, Acquiring Services provided in the UK and any terms applicable to Acquiring Services are governed by and construed in accordance with the laws of England and Wales. Acquiring Services provided in any other country and any terms applicable to Acquiring Services are governed by and construed in accordance with the laws of Germany and the corporate opt-out set out in clause 5.3 will apply. The rights and obligations of the Parties under these Terms shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

5.2 Any dispute relating to Acquiring Services in the UK will be dealt with by the courts of England and Wales, unless we decide to bring proceedings elsewhere, whether at the same time or not. Any dispute related to Acquiring Services in any other country will be dealt with exclusively by the courts of Munich, Germany. Any dispute relating to any other matter will be dealt with by the courts in the jurisdiction where the relevant Verifone company providing the services at issue is located or registered.

5.3 If you are in Germany: Sections 675d(1) to (5), Section 675f(5) sentence 2, Sections 675g, 675h, 675j(2), Sections 675p and 675v to 676 of the German Civil Code do not apply. We have agreed different notification periods than foreseen in Section 676b(2) of the German Civil Code.

6. **AMENDMENT**

6.1 We may change these Terms at any time, including by introducing new charges and fees or changing the rate or basis of all or any part of the fees and charges. We will provide notice of any changes or additions through the applicable Verifone portal, via email at the address provided on your Application or Order Form, or by other means reasonably designed to give you notice of such changes or additions. Any changes or additions will only apply prospectively. Unless there are exceptional circumstances that require the changes to take effect immediately (such as the need to comply with any law, regulation, or Payment Scheme Rule that applies to us), any changes or additions will take effect one month after such notice, except where the change relates to Acquiring Services provided in the UK, in which case such changes or additions will take effect two months after such notice. If you are unhappy with the change, you can end these Terms by notifying us prior to the change taking effect. If you do not do so, the change will be deemed to have been accepted.

7. **DATA PROTECTION AND SECURITY**

7.1 This section 7 applies to any Processing of Personal Data relating to (i) you, your legal representatives, internal staff, agents, and contractors, (ii) Customers, and (iii) any other individuals whose Personal Data may be Processed in connection with entering into and the performance of these Terms. When we refer to "Controller", "Processor", "Personal Data", "Data Subjects", "Processing", and "Supervisory Authority" here, these terms have the same meaning that they are given in all relevant and current data protection and privacy legislation, including the UK Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679) ("**Data Protection Legislation**"). You acknowledge that we may acquire Personal Data relating to you and/or your legal representatives, internal staff, agents, and contractors

during the term of these Terms for the purposes of complying with our legal obligations and those arising under these Terms. We acknowledge that you may do the same in relation to us. When we submit a reasonable request to you, you agree to cooperate to comply with any (i) any Data Subject requests, (ii) any other communication from a Data Subject concerning the Processing of their Personal Data, and (iii) any communication from a Supervisory Authority concerning the Processing of Personal Data or compliance with the Data Protection Legislation. The same applies to us.

- 7.2 We will only collect, use, share or otherwise Process Personal Data in accordance with the Data Protection Legislation, Payment Scheme Rules, and these Terms. Our Privacy Notice, available at <https://www.verifone.com/en/global/legal/gdpr-privacy-policy-uk-and-european-economic-area>, describes in detail how we Process Personal Data. We will act as separate and individual Controller for all Personal Data that we receive from you. We will disclose Personal Data that you send us in connection with Transactions to the Payment Schemes or their authorised processors to fulfil our obligations. When we do this, we will ensure the confidentiality of the Personal Data and will not disclose it to third parties except as specifically authorised by you, if otherwise required by the law, or permitted under or as necessary for the performance of the contracts which govern our relationship. Unless there is a legal reason to prevent us, we will usually inform you first and give you an opportunity to object if we are legally required to disclose Personal Data. We will usually anonymise the Personal Data where we use it for our business purposes or for analysing costs and charges.
- 7.3 **Your Authorisation and Consent:** You agree that we may use your and Customers' Personal Data for performing our activities and in accordance with these Terms and that we may disclose these Terms and your Order Form to any third-party that referred you to Verifone pursuant to your consent to such referral. You authorize us to use the Personal Data you provide for underwriting and customer due diligence purposes, such as compliance assessments, crime and fraud prevention, credit references, identity verification, debt recovery, legal compliance, and business analysis ("**Diligence Purposes**"). You authorize us to disclose data to our Affiliates and third parties for Diligence Purposes and authorise the data Processing by such Affiliates and third parties for Diligence Purposes. You acknowledge that such disclosures and data Processing may involve transferring Personal Data and other data outside the UK, EU, or European Economic Area and expressly consent to such transfers.
- 7.4 **Merchant Responsibility:** You are responsible for (i) obtaining explicit consent from Customers and other data owners (if you are in the UK or are otherwise required by applicable laws and regulations); (ii) providing our Privacy Notice in accordance with Data Protection Legislation to Customers and your legal representatives, internal staff, agents, and contractors whose Personal Data you disclose to us; (iii) ensuring Data Subjects' rights (for example, access and erasure) are respected; (iv) having adequate security measures in place for all processes and tools in which you control, store or transfer data; (v) complying with Data Protection Legislation when transferring Personal Data to us; (vi) complying with Data Protection Legislation in respect of any Personal Data you may Process; and (vii) securing any connections between your IT Environment and the information technology network and related hardware and software environment directly controlled and maintained by Verifone to store, process, or transmit data electronically in the course of Verifone's provisioning of the applicable Services in accordance with Data Protection Legislation, industry standards and best practices, and any specifications we provide. We may suspend any connection between our environment and your IT Environment if we reasonably believe that such a connection threatens our security or stability.
- 7.5 **Effect of Termination:** Upon termination of these Terms, we generally must both delete or return any Personal Data which either of us possess to the other party, unless either of us are required by applicable law or regulation or PCI rules to retain some or all of such Personal Data, and/or further Processing is necessary for the establishment, exercise or defence of legal claims.
- 7.6 **Data Security:** You must implement and maintain appropriate technical and organisational measures to protect Personal Data from accidental or unlawful harm. If you become aware of or suspect a compromise in your technology systems or environment (a "**Security Incident**"), you must let us know as soon as possible using the contact details specified in these Terms. Further, you must provide us, upon our request, with all information reasonably necessary to enable us to assess any potential risks for our compliance with applicable laws and regulations following from the actual or suspected Security Incident. You shall reasonably liaise with and align with us before notifying such Security Incident to a Supervisory Authority or communicate it to Data Subjects.
8. **CONFIDENTIALITY**
- 8.1 Neither Party will disclose non-public information about the other Party's business (including software, technical specifications, customer lists, or information relating to a party's operational, strategic, or financial matters) other than to their directors, officers, employees, affiliates, and agents that have a need to know such confidential information for the purpose of performing such Party's obligation under these Terms. Confidential information does not include information that: (a) is or subsequently becomes publicly available (through no fault of the recipient); (b) the recipient lawfully possesses before its disclosure; (c) is independently developed without reliance on the discloser's confidential information; or (d) is received from a third party that is not obligated to keep it confidential.

- 8.2 Each Party will implement and maintain reasonable safeguards to protect the other Party's confidential information. This obligation will continue for 3 years after the termination of these Terms, except in respect of trade secrets, which shall remain subject to this confidentiality obligation until such time as those trade secrets are no longer considered trade secrets under applicable law.
9. **NO WARRANTIES; LIMITATIONS ON LIABILITY.**
- 9.1 Except as expressly set forth herein, no warranties regarding the Services are provided hereunder and the Services are provided "as is." Verifone disclaims all other warranties, express, implied, or statutory, including any implied warranties of merchantability, fitness for a particular purpose, non-infringement of third-party rights, quiet enjoyment, that the operation of the Products and Services will be uninterrupted or error free, or that any error in software can be remedied. No advice or information obtained from Verifone or from any other third party about the Products and Services shall create any warranty.
- 9.2 Except to the extent prohibited by law: (a) Verifone shall not be liable to you or any third party for any special, incidental, indirect, exemplary, or consequential damages (including loss of use, loss of business, loss of profits or revenue, whether direct or indirect, goodwill or savings, chargebacks, equipment purchased or otherwise acquired to use the Services, downtime, or damage to, loss of or replacement of data or transactions, or the cost of procurement of substitute services) relating in any manner to the Services (whether arising from claims based in warranty, contract, tort or otherwise), even if Verifone has been advised of the possibility of such damages; (b) Verifone's aggregate liability in connection with these Terms, the Services, and any services provided by Verifone hereunder, regardless of the form of action giving rise to such liability, shall not exceed the aggregate fees you paid to Verifone hereunder during the 6 months prior to the claim arising; and (c) Verifone shall not be liable for any claims of third parties relating to the Services. The disclaimers and limitations of liability contained in this section are a fundamental part of the basis of Verifone's bargain hereunder, and Verifone would not offer you the Services absent such limitations.
10. **MISCELLANEOUS**
- 10.1 These Terms (inclusive of the applicable Order Form) constitute the entire agreement between Verifone and you and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, relating to the subject matter hereof and thereof. If any provision of these Terms (including the Order Form) is found by a court of competent jurisdiction to be invalid, the Parties agree that the court should endeavour to give the maximum effect to the Parties' intentions as reflected in the provision, and that the other provisions of these Terms shall remain in full force and effect. Failure by either party to enforce any provision of these Terms will not be deemed a waiver of future enforcement of that or any other provision.
- 10.2 The official language of these Terms shall be English. Any non-English translation of these Terms is for reference only, and in the event of any dispute concerning the interpretation or construction of these Terms, reference shall be made only to these Terms as written in English.
- 10.3 In the event that you provide suggestions, comments or other feedback ("**Feedback**") to Verifone with respect to the Services: (a) all Feedback shall be deemed to be given voluntarily; (b) Verifone shall be free to use, disclose, reproduce, distribute and otherwise commercialize all Feedback provided to it without obligation or restriction of any kind on account of intellectual property rights or otherwise; and (d) you waive all rights to be compensated or seek compensation for such Feedback.
- 10.4 You may not assign these Terms, in whole or in part, whether by contract or operation of law, without Verifone's prior written consent. Subject to the preceding sentence, these Terms shall bind you and your permitted successors and assigns. Verifone may assign these Terms, or any of its rights or obligations hereunder, in its sole discretion.
- 10.5 We will not be liable to you if we cannot meet our responsibilities under these Terms as a result of anything that we cannot reasonably control. This includes where we cannot meet our responsibilities because of, for example, any machine, data-processing system, or communications technologies failing to work beyond our reasonable control, industrial disputes, or matters such as natural disasters, pandemics, epidemics, fires, floods, third party's strike or lockouts, non-performance of our vendors or suppliers, shortages of fuel, energy, labour or materials, war or armed invasions, uprisings, or any other event beyond our reasonable control.
- 10.6 Notices made by Verifone to you under these Terms may be posted on a Verifone portal or sent to you via email or mail at the email or physical address provided on your Application or Order Form. Transaction information is made available on a portal referred to as Verifone Central and is updated daily or, in countries where such portal is not available (including Germany), will be sent to you on request. It is your responsibility to keep your contact information (including your email address and notices address) current. Verifone will not be responsible to you if you fail to receive any notices due to inaccurate contact information or your failure to update such information with Verifone. You must send notices to Verifone at the address included in the Order Form or such other address as Verifone may provide you from time to time for such purposes. We will usually communicate with you in English unless required by law to communicate using an alternative method.

- 10.7 No one other than you or us, or your or our Affiliates, will have any right to enforce these Terms under the Contracts (Rights of Third Parties) Act 1999.
- 10.8 We (as well as our authorised representatives) may visit your business premises and examine your books, records, and information relating to Transaction Records or compliance with these Terms. We will notify you before any audit and ensure it takes place during normal business hours.
- 10.9 You confirm and agree the following:
- (a) Neither you, nor any of your subsidiaries, nor their respective directors, officers, employees, agents, or Affiliates, is: (A) an individual or entity that is, or is owned or controlled by persons that are the target of any sanctions administered or enforced by the European Union, His Majesty's Treasury, the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, or any other relevant sanctions authority (collectively, "**Sanctions**"); or (B) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions.
 - (b) You are able to enter into these Terms and all information you have provided in connection with these Terms is accurate, true and complete.

Part B: Terminal Services Terms

1. GENERAL: SERVICE TERMS

You may either purchase or rent Terminals for use as a component of the Terminal Services. Verifone will provide the Terminal Services for each Terminal commencing on the service term start date stated on the relevant Order Form and ending on the earlier of (a) the date that Verifone has completed the deactivation process for such Terminal pursuant your deactivation request made in accordance with Verifone's standard deactivation procedures, (b) the termination of these Terms (the "**Service Term**"). You must cease using the Terminal Services upon the termination of the Service Term. If you continue using the Terminal Services after termination of the Service Term, then you will be responsible for all fees associated with such use and Verifone may take action to suspend or terminate the Terminal Services for which you will also be responsible for all associated fees. A minimum Service Term may be stated on the Order Form (the "**Minimum Service Term**"). If the Service Term ends before the Minimum Service Term has expired, you must pay an early termination fee equal to all fees owed for the remainder of the Minimum Service Term, which charge shall be due and payable in full 30 days from the date on which the Service Terms ends.

2. TERMS APPLICABLE TO PURCHASED TERMINALS

- 2.1 Unless stated otherwise on the Order Form, Verifone will deliver Terminals at your cost and expense and, if you have purchased the Terminals, title and risk of loss will transfer to you at the time of delivery by Verifone to the relevant carrier for shipment. You shall be deemed to have accepted the Terminals on the date title passes to you.
- 2.2 For the duration of the 12-month period beginning from the date title to a Terminal passes to you (the "**Warranty Period**"), Verifone warrants that the Terminal will be free from faulty workmanship and defective materials that prevent it from performing in material conformity with the functions described in the accompanying documentation provided in the accompanying user manual, technical specifications, or other documentation provided by Verifone at the time of delivery ("**Standard Device Warranty**"). The Standard Device Warranty does not cover defects resulting from: (i) damage due to interfacing with the Terminal or the Device Software or otherwise caused by third-party products, software, or services; (ii) improper installation, testing, use, or operation by someone other than Verifone; (iii) misuse, abuse, neglect, negligence, or accident by someone other than Verifone; (iv) tampering or damage to the Terminal's security label; (v) food, liquid, insect, foreign organism, or moisture damage; (vi) failure of electrical power, air conditioning, or humidity control; (vii) use while missing parts; (viii) damage from acts of nature; (ix) loss or damage in transit when returning to Verifone; or (x) any other acts outside of Verifone's control. The Standard Device Warranty does not cover (1) cosmetic damages (such as scratches, stains, paint, or stickers), (2) components not manufactured by Verifone, (3) software, (4) accessories (including batteries), (5) consumable items, (6) spare parts, (7) services, (8) Terminals that have been altered or repaired by anyone not authorized by Verifone, (9) Terminals used outside of the Covered Territory. No documentation or information provided by Verifone outside of these Terms will be deemed to expand the scope of the Standard Device Warranty or extend the Warranty Period. Your sole remedy for breach of the Standard Device Warranty is the repair or replacement (at Verifone's option) of the impacted Terminal at Verifone's cost and expense.
- 2.3 You may make a warranty claim by returning a defective Terminal to Verifone's designated facility for repair. You must call Verifone to obtain an RMA number and then return the defective Terminal to Verifone in original or equivalent packaging and you must prepay shipping charges. If a Terminal is sent to Verifone without a valid RMA number, Verifone may return it to the sender and charge a processing fee. If a Terminal returned to Verifone is not covered under the Standard Device Warranty, Verifone will charge its then-current fee for any repairs made to the terminal. If Verifone determines that a returned Terminal is not defective in workmanship or materials (there is "no trouble found"), Verifone will clean and test the Terminal and ship it back to you and charge you its then-current fee for clean and test services

and the cost of shipping the Terminal back to you. Fees for all Terminal Services will continue to accrue during any repair period.

- 2.4 Verifone grants you a limited, non-exclusive, non-sublicensable, non-transferable license to use the Device Software (in object code form only) and any applicable documentation, on the Terminal on which it was installed by Verifone. Device Software licenses cannot be transferred from one Terminal to another. Verifone warrants that the Device Software will substantially conform to the documentation specified by Verifone for a period of 60 days from the date title to the Terminal passes to you, during which period Verifone will use commercially reasonable efforts to correct any nonconformities. Any correction of a nonconformity will not extend the Warranty Period. Your sole and exclusive remedy under this warranty will be limited to correction of the nonconformity, and Verifone shall not be obligated to refund the license price nor pay for any labour or other costs associated with the nonconformity. No warranty coverage will be provided for Device Software if (i) you fail to notify Verifone of the nonconformity within seven days after such nonconformity should have become apparent or (ii) the Device Software has been modified by any person not authorized by Verifone, damaged or misused by you, or was improperly installed by you or your agents. You must cooperate fully with Verifone in carrying out diagnostic and test routines as Verifone may require.

3. TERMS APPLICABLE TO RENTED TERMINALS

- 3.1 Rental Terminals and all accessories provided with them will remain Verifone's property during the rental term. You will have no right, title, or interest in the Terminals or accessories except as a lessee. You must keep all rental Terminals and accessories free and clear from all liens and charges, including any direct or indirect charge, encumbrance, lien, security interest, legal process or claim against the rental Terminals and accessories. You may not assign, hypothecate, sublet, sell, transfer, permit the sale of or part with possession of all or any of the rental Terminals or accessories without Verifone's prior written consent.

- 3.2 You assume and bear the entire risk of loss, damage, or destruction of the rental Terminals and accessories from any use whatsoever from the date of delivery to your site until their return to Verifone. No cause of loss, damage or destruction will relieve you from the obligation to make payments hereunder or to comply with any other obligation under these Terms. You must immediately notify Verifone of any loss, damage, or destruction of a rental Terminal or accessory. If a Terminal suffers from any defects that would be covered by the Standard Device Warranty if purchased, you may return such Terminal to Verifone at your cost and expense and Verifone will provide you a replacement Terminal upon receipt of the defective Terminal. You are responsible for any charges for repairs or replacements of rental Terminals for damages that would not be covered by the Standard Device Warranty if the Terminals were purchased. If Verifone, at its sole discretion, determines that a rental Terminal has been lost or damaged in a manner that makes repair impractical or uneconomical, Verifone may charge you the then-current list price for purchase of the Terminal and ship you a replacement. Fees for all Terminal Services will continue to accrue during any repair period.

- 3.3 You must return the rental Terminal and all accessories to Verifone at your cost at the end of the rental term. If not, Verifone may charge you Verifone's then current non-return fees for the rental Terminal. If a returned Terminal requires repair that would not be covered by the Standard Device Warranty if the Terminals were purchased, you will be required to pay for such repairs at Verifone's standard fees. If Verifone, at its sole discretion, determines that the damage makes repair impractical or uneconomical, Verifone may charge you its then-current list price for the Terminal.

4. FIELD SERVICES AND INSTALLATION SERVICES

- 4.1 If stated on your Order Form, Verifone may provide Field Services and Installation Services. You must contact Verifone at the number stated on the Order Form to arrange Installation Services or Field Services. Verifone will send a Field Services technician to your location to perform Field Services only after diagnosing the Terminal operating issue over the phone. Verifone will determine in its sole discretion whether Field Services are necessary and the technician sent to the relevant location will determine in their sole discretion whether to repair the relevant Terminal or replace it with a different Terminal, which may be a previously used Terminal with cosmetic wear and tear. If the technician replaces a Terminal, the technician will leave with the replaced Terminal.

5. GATEWAY SERVICES

- 5.1 If you have ordered Gateway Services on your Order Form and you are not ordering Verifone's Acquiring Services, Verifone will provide you with a list of Supported Acquirers. The list of Supported Acquirers will change from time to time. You will notify Verifone of the Designated Acquirer. You acknowledge and agree that a Designated Acquirer may decline to become or remain a Supported Acquirer in its sole discretion and therefore Verifone cannot guarantee that the Gateway Services will be usable with any particular Designated Acquirer. Your use of a particular payment interface for card-not-present transactions may be subject to the approval or on-going authorisation of the Designated Acquirer or Verifone. You are responsible for entering into an agreement with your Designated Acquirer and obtaining any necessary approvals or authorisations.

- 5.2 You are responsible for the accuracy of any data provided by you in connection with your use of the Gateway Services, including cardholder data, sensitive authentication data, and other personal information of your consumers, such as

their name, address, email address, and phone number. You release Verifone from any liability that may result from you providing Verifone erroneous data in connection with your use of the Gateway Services, and will indemnify, defend, and hold harmless Verifone and its affiliates and their respective officers, directors, employees, agents, and representatives from any claims resulting from you providing inaccurate or erroneous data in connection with the Gateway Services, including any claims that Verifone's processing, storage, or transmittal of such inaccurate or erroneous data violates any applicable law.

- 5.3 You are responsible for resolving any disputes with consumers involving or relating to the authorization of transactions processed via the Gateway Services and your products or services.

PART C: ACQUIRING SERVICE TERMS

1. ACQUIRING SERVICES

- 1.1 If you have ordered acquiring services on your Order Form, Verifone will act as your payment service provider in providing the Acquiring Services under these Terms. Provided that you comply with these Terms, we will process Transactions initiated using the Payment Instruments submitted by you and settle Transactions to you under these Terms, unless and until these Terms are terminated under section 9.
- 1.2 You must not engage in any practice that discriminates against or provides unequal treatment of any Payment Scheme relative to any other Payment Scheme, unless permitted by the Payment Scheme Rules.
- 1.3 The payment methods that you can accept will be identified in the Order Form. Some payment methods require you to agree to specific terms and conditions described below. You may also be required to enter into separate terms in relation to specific payment methods, either with us (in which case, we will tell you if that is the case when you select the relevant payment method) or with the Payment Scheme Provider. Verifone reserves the right to cease supporting a Payment Scheme at any time. If this happens, Verifone will notify you as soon as reasonably possible and will work with you to identify alternative payment options where available.

2. YOUR RESPONSIBILITIES

2.1 Accepting Payment Instruments

- (a) You must accept all valid Payment Instruments that you are authorised to accept under these Terms (or which we tell you about) as payment for goods or services at each of your Merchant Outlets (unless permitted otherwise by law or the Payment Scheme Rules). We will provide you with a copy of the applicable legal provisions and the relevant Payment Scheme Rules at any time on request free of charge.
- (b) Where you do not accept a particular payment instrument presented by the Customer, you must tell the Customer in a clear way at the same time as you tell them you accept other cards or payment instruments. For Transactions that you accept in person, you must display information about the Payment Instruments that you accept prominently at the entrance of each of your Merchant Outlets.
- (c) You must not set a minimum or maximum Transaction amount above or below which you refuse to honour valid Payment Instruments (unless permitted by law or the Payment Scheme Rules).
- (d) If a Customer presents a Payment Instrument that displays the logos of two or more Payment Schemes or types of Payment Instrument (for example, a card with both Visa and MasterCard logos on it), you must honour the Customer's choice and accept the Transaction in line with the Customer's choice of Payment Scheme and type of Payment Instrument.
- (e) You must not charge a different price for goods or services purchased using a card-based Payment Instrument compared to the price charged for purchase of the same goods or services using any other method you accept (unless permitted by law or the Payment Scheme Rules).
- (f) You must request our prior written approval before accepting Transactions for which a Customer is not physically present at the point of sale, such as in any online, mail, telephone, pre-authorized, or recurring Transaction. You acknowledge that under certain Payment Scheme Rules, you cannot dispute a Chargeback where the Customer disputes making the purchase and you do not have an electronic record (for example, "swiping", "inserting" or "tapping" a Payment Instrument) or physical imprint of the Payment Instrument. If you accept Transactions for which the Customer is not physically present at the point of sale, then your website must clearly and prominently display all information required by Payment Scheme Rules, including (but not limited to) the name and physical address of the Merchant Outlet and the logos of the Payment Scheme that you are authorised to accept.
- (g) For any Transactions made in person, you must check each Payment Instrument presented to determine that the Payment Instrument is valid and has not expired (unless this requirement has been waived, for example, by the Schemes in relation to self-checkouts). Where relevant, you must make reasonable checks to ensure that the signature on any Payment Instrument matches the Customer's signature on the Transaction Receipt.

- (h) You must not add any tax or surcharge to Transactions unless applicable law or regulation expressly requires or permits you to do so. If any tax or surcharge amount is allowed, the amount must be included in the Transaction amount and not be collected separately.
- (i) You must display any promotional material we give you showing which Payment Instruments you accept at each of your Merchant Outlets, as required by Payment Scheme Rules. You must follow any reasonable instructions we give you about where or how the promotional material must be displayed, such that it can be easily seen. You must not use any other material mentioning us (or that features our brand or logo), or uses any other name associated with the relevant Payment Instruments, unless you get our prior written approval.

2.2 Authorisation and authentication

You must get authorisation through your Terminal for all Transactions. You must not split a single Transaction into two or more Transactions to avoid authorisation limits or monitoring programs. You must cancel the authorisation for any Transaction immediately if you or the Customer decides not to proceed with the Transaction. If your Terminal is offline, it may allow you to complete a Transaction without prior authorisation and to get the required authorisation once it is back online. If you choose to complete a Transaction in these circumstances, you will be liable for any Chargeback or losses relating to the Transaction. You must apply multi-factor authentication to all Transactions to the extent required by and in line with the SCA Requirements. If you do not apply the SCA Requirements (including if you choose to use an exemption from the SCA Requirements), you will be liable for any Chargeback or losses relating to the Transaction. You acknowledge that an authorisation or approval code of a Transaction, or the successful application of SCA Requirements, does not guarantee that we will settle the Transaction and it does not prevent us from recovering a Chargeback or other amount relating to the Transaction. You must ensure that each Transaction has its own transaction receipt which must be provided to the relevant Customer, as required by and in line with Payment Scheme Rules and applicable law and regulation.

2.3 Compliance with Payment Scheme Rules and applicable law and regulation

You must comply with all applicable Payment Scheme Rules, laws, regulations, and any other procedures we or the Payment Schemes require from time to time. We might not settle a Transaction you have obtained authorisation for or may refuse to process a Transaction if: (a) we reasonably believe it would violate any Payment Scheme Rules, laws, or regulations (including Sanctions) or reasonably believe that the Transaction is (or will become) uncollectible; (b) a valid authorisation or approval code has not been recorded; (c) there is a material increase in any risk assessment that we carry out (for example, if you've experienced high volumes of Chargebacks); or (d) you have failed to fulfil your obligations to provide us with the required identification documents or we have reason to believe that the information you have provided to us is not complete or correct, including where we have reason to believe that you may have submitted Transactions via sales channels (including websites) and for businesses other than the ones you have agreed with us.

- (a) If a Payment Scheme notifies us that it intends to impose any fine, fee, or penalty as a result of Excessive Chargebacks or your acts or omissions (including failure to fully comply with any Payment Scheme Rules), we may suspend the processing of all Transactions. Where reasonably possible, we will provide you with notice before doing so.
- (b) You are responsible for collecting, reporting, and remitting any tax applicable to your Transactions to the appropriate tax authority.
- (c) We may at any time ask you to provide security, collateral, or other assurances in our favour to enable us to continue processing Transactions for you.
- (d) If you are in Germany:
 - (i) We may ask you to provide a security (e.g. cash collateral, bank guarantees etc.) for any claims arising from the acquiring services relationship, including, in particular, payment claims arising from Chargebacks and any imposed fines or fees under Payment Scheme Rules, well as secondary claims such as claims for damages and claims for unjust enrichment, including future claims.
 - (ii) If we have not initially requested that you provide a security when entering into the Terms, we may nevertheless request that you provide a security at a later time. However, we may only make such request if, due to a change of facts, it has become more likely that you will not be able to fulfil your obligations under the Terms (e.g. if your financial circumstances have changed or if the value of the existing security has deteriorated or is at risk).
 - (iii) We will provide you with a reasonable period for providing or increasing such security. If we intend to terminate the Terms if you do not provide such security, we will inform you before terminating the Terms.
- (e) You must comply with Security Standards at all times. Without prejudice to the foregoing, you must carry out Terminal management on a regular basis, including recording the stock and serial numbers and location of each Terminal and undertaking basic electronic and physical identification and authentication of each Terminal.

2.4 Other requirements for Transactions

- (a) You must only submit Transactions to us that relate to legitimate purchases of goods and services within the Covered Territory in the currency identified in the Order Form or in such other currency agreed between us.
- (b) You must ensure that the type of Transaction specified is accurate and use the correct 'merchant category code' that we have given you. For example, you must not classify a Transaction as a mail order or telephone Transaction unless it is one.
- (c) You must not require a Customer to pay any fees, charges, or fines payable by you under these Terms.
- (d) You must not advance cash (except as authorised by the Payment Scheme Rules) or provide credit to any Customer.
- (e) Transactions may only be made via a sales channel (including any website) that has been agreed between you and us.
- (f) You must not submit Transactions that you know or suspect, or that you should have known or suspected, to be illegal or fraudulent in any way.

2.5 Transaction Records, information and measures we might require you to take

- (a) You must ensure that the Transaction Record is complete and accurate and complies with the Payment Scheme Rules, these Terms, any applicable laws and regulations and any other requirements we tell you about from time to time. When you send us Transaction Records, this is your confirmation that you have legitimately provided goods or services to a Customer and that you have met any responsibilities you may have to that Customer.
- (b) You must provide all information and documentation that we reasonably request. You acknowledge that failure to do so may result us being unable or unwilling to provide the services described in these Terms.
- (c) You must take any measures we reasonably ask you to take (i) to minimize the risk associated with our providing services to you, (ii) to comply with applicable Payment Scheme Rules, or (iii) to comply with any applicable law or regulation.

2.6 Licences, approvals, and other assistance we require from you

- (a) You must obtain and maintain any authorisation, consent, approval, license, authorisation, or registration required by law, its organizational documents, or otherwise required to perform your obligations under these Terms.
- (b) You must complete all applications and documentation that we and the Payment Schemes reasonably require in connection with these Terms. You must provide us with at least 30 days' prior written notice before changing any product lines or services that you sell, your trade name, or the way you accept Payment Instruments. If we reasonably decide that the change is material, we may refuse to process any Transaction Records made after the change following 5 days' prior notice to you. You agree to provide us with prompt written notice if you are the subject of any voluntary or involuntary bankruptcy or insolvency petition or proceeding. You must let us know if any information provided on the Application changes during the term of these Terms.

3. REFUNDS AND ADJUSTMENTS

- 3.1 You must maintain and follow a fair policy for refunds, returns, and cancellations of Transactions that is in line with Payment Scheme Rules and applicable law. You must disclose the relevant policy to Customers in the manner and to the extent required by Payment Scheme Rules or applicable law. If we request it, you must also disclose it to us.
- 3.2 If we have previously asked you to disclose your refund, return, or cancellation policies to us, any change in such policy must be submitted to us in writing at least 14 days before the change takes effect. We may refuse to process any Transaction Record made subject to a revised refund, return, or cancellation policy if we have not been notified about the changes in advance.
- 3.3 If you allow a price adjustment, return, or cancellation in connection with a Settled or Submitted Transaction, you must send us a Transaction Record reflecting the refund or adjustment within 3 days of receiving the request for such refund or adjustment. The amount of the refund or adjustment cannot exceed the amount shown as the total on the original Transaction Record (except by the amount required to reimburse the Customer for postage that the Customer paid to return the relevant goods).
- 3.4 You must not issue Refunds for Transactions by cash or a cash equivalent (e.g. cheque), unless required by law or permitted by the Payment Scheme Rules.

4. SETTLEMENT: SAFEGUARDING

- 4.1 You must submit the Transaction Record to us no later than the next business day following the day that the Transaction Record was originated.

- (a) If you are in the UK, for debit card transactions that are credits to a Customer's account, you must submit the relevant Transaction Record within 24 hours of receiving the authorisation for such credit. If you fail to do so, this can result in higher interchange fees and other costs and increased Chargebacks that we will pass on to you. You will be responsible for all fees and expenses associated with sending Transaction Records to us.
 - (b) If you are in Germany:
 - (i) For debit card transactions, you must submit the relevant Transaction Record within 24 hours of receiving the authorisation for such credit. You will be responsible for all fees and expenses associated with sending Transaction Records to us.
 - (ii) We commit to an independent payment obligation under Section 780 of the German Civil Code for each Transaction that has been correctly submitted in accordance with these Terms. The independent payment obligation is, however, subject to the conditions set out in these Terms and in particular your compliance with the conditions in section 3, 5 and 5. We may request repayment of any Transaction that has been paid out to you if we have reason to believe that the conditions set out in these Terms are not met.
- 4.2 You must maintain one account in the Covered Territory to receive funds related to the settlement of Transactions (the "**Settlement Account**"). You must not close the Settlement Account without giving us at least 5 business days' prior written notice and opening an alternative Settlement Account. You are responsible for all fees and costs relating to the Settlement Account. We will not be liable for any delay in receipt of funds or issues relating to the Settlement entries caused by third parties, including any delays or errors by the Payment Schemes or your bank. We will not be required to transfer any funds to you if you do not comply with these requirements. If you are in the UK, you authorise us to initiate electronic credit and debit entries and adjustments to the Settlement Account at any time.
- 4.3 In relation to all Settled Transactions, we will process the Transaction Records to facilitate settlement of the Transactions from the various Payment Schemes. We will value date and make available to you funds we receive in relation to your Settled Transactions by no later than the business day on which the funds are credited to us from the Payment Schemes. No later than the next business day after receiving and value dating the credit for such Transaction Record, we shall (and you instruct us to) initiate the transfer of such proceeds to your Settlement Account. The proceeds payable shall be equal to the amounts received by us and denominated in the currency identified in the Order Form or such other currency as we agree after deducting any fees, charges, or other costs (including interchange fees and Payment Scheme fees) payable to or by us in respect of your Transactions (so called "net settlement"). If we have agreed in the Order Form to settle funds to you without such deductions (so called "gross settlement"), we will invoice you for such amounts separately for payment in accordance with these Terms. If we have agreed to charge you on a gross settlement basis, we reserve the right to switch to net settlement at any time in accordance with the amendment provisions in clause 6 of Part A.
- 4.4 If at any time we mistakenly pay you any amounts that are not properly due to you, or fail to ask you to pay us the full amount of any fees or charges (plus any VAT that applies) that you have agreed to pay us, then we will take the overpayment or unpaid amount off any amount due to you, or instruct you to pay what you owe us within three banking days of us telling you to.
- 4.5 If we cannot pay out any amounts due to any reason and this continues for more than one month, we will charge you a monthly administrative fee from such last Transaction date or termination date until we are able to pay out the amounts to you. We reserve the right to deduct administrative fees from the amounts we owe you.
- 4.6 As a regulated payment institution, we are under a statutory obligation to safeguard funds that we have received on your behalf. We may determine in our sole discretion the safeguarding methods that we are using to meet our regulatory obligations. We may change or adjust our safeguarding methods at any time. Currently, we are using one or several open collective trust account(s) that we opened at a credit institution. Funds held in these accounts are held to the benefit of you and other merchants. We will inform the credit institutions about the status of the accounts as trust accounts. At your request, we will provide you with details about the credit institutions operating the trust accounts. We will ensure that the funds that we receive on your behalf will not be mixed with any funds of others, including our own funds. You allow us to withdraw any fees and other amounts that you owe to us from the trust account to set the corresponding amounts off against your claims against us.
5. **RECORDS AND REQUESTS FOR INFORMATION**
- 5.1 You must safely store and retain each Transaction Record in compliance with the Payment Scheme Rules and in any event for no less than 18 months.
- 5.2 We will send you any Retrieval Request that we cannot satisfy with the information we have on file relating to the relevant Transaction. You must provide, in writing by certified or overnight mail (or by other means as we agree), the resolution of the investigation of such Retrieval Request and include copies of any documents required by the Retrieval

Request within 7 days after it is sent (or such shorter time as the relevant Payment Scheme Rules may require). You acknowledge that failure to do so may result in an irreversible Chargeback.

6. CHARGEBACKS

- 6.1 You may receive a Chargeback from a Customer or Payment Scheme for several reasons under the Payment Scheme Rules, such as where a Transaction is disputed as not being valid authorised or has been identified as fraudulent. You must deal with Chargeback and other customer disputes in line with the Payment Scheme Rules.
- 6.2 You agree that all Chargebacks, Customer refunds and adjustments, fees, charges, fines, assessments, penalties, and all other liabilities are due and payable when you receive notice of the same from the Payment Schemes or any third party, or otherwise under these Terms. You agree to pay all such amounts without any deduction or set-off. Alternatively (and at our option), we may debit your Settlement Account for such amounts at any time.
- 6.3 You must pay us a fee for each Chargeback for the amount set out in the applicable Order Form, or as otherwise required by us.
- 6.4 If you receive Excessive Chargebacks or Excessive Fraud, then we may (in addition to other rights we have under these Terms):
- (a) require you to provide us with detailed reasons explaining why you are experiencing Excessive Chargebacks or Excessive Fraud and the measures you are taking to reduce the number; and
 - (b) review your procedures relating to acceptance of Payment Instruments and require you to follow new procedures designed to avoid, or reduce, future Chargebacks or fraud.

7. USING PAYMENT SCHEME MARKS

You are prohibited from using the Payment Scheme Marks other than as expressly authorised by the Payment Schemes or the Payment Scheme Rules. Unless you have permission from the relevant Payment Scheme, you must not use the Payment Scheme Marks other than to display decals, signage, advertising, and other forms depicting the Payment Scheme Marks that are provided to you: (i) by the Payment Schemes; (ii) by us under these Terms; or (iii) as otherwise approved in writing by us. Your use of the Payment Scheme Marks must be consistent with Payment Scheme Rules. You have no ownership rights in the Payment Scheme Marks. Your right to use the Payment Scheme Marks under these Terms ceases when these Terms end. A Payment Scheme may also require to stop using the Payment Scheme Marks at any time and you must do so immediately once notified.

8. FEES

The fees payable in respect of the Acquiring Services are stated on the Order Form and may include a minimum monthly fee payable irrespective of the number of Transactions processed in a given month. In addition to such fees, you will be responsible for any fees, charges, fines, penalties, or other costs imposed on Verifone by a Payment Scheme or other third party in respect of the Acquiring Services and any administrative costs Verifone may incur in dealing with any such Payment Scheme or other third party as a result of your acts or omissions. Any fees and charges payable under these Terms that contain a fraction of a penny or cent will be rounded up to the next full penny or cent.

9. ENDING THESE TERMS

- 9.1 Termination of the services under this section is governed by the general termination provisions in Part A, subject to the additional rights and obligations outlined in this section.
- 9.2 If we want to stop providing Acquiring Services to you, we will provide you with prior written notice of at least 1 month (except if you are in the UK, in which case we will provide prior written notice of at least 2 months), except in the following circumstances where we may stop providing Acquiring Services to you immediately:
- (a) a Payment Scheme has notified us that it is no longer willing to accept Transactions from you or support your registration with it or asks us to end or limit these Terms;
 - (b) you (including any person owning or controlling your business) are listed in one or more databases of terminated or high-risk merchants maintained by the Payment Schemes;
 - (c) you engage in any activities that cause or could cause us to break the Payment Scheme Rules or break any law, regulation, code of practice or other duty that applies to us if we were to continue to provide services to you. This includes if you submit Transactions for processing that originate from different sales channels (including websites) or different business than agreed between us;
 - (d) you repeatedly fail to apply SCA Requirements when required to do so by Payment Scheme Rules;

- (e) we reasonably believe that continuing to provide services to you might give rise to a risk of any government, regulator, or law-enforcement agency taking action against us or our Affiliates;
- (f) you submit Transactions that materially increase the risk to us of providing services to you (without obtaining our consent to do so in advance) or engage in activities that harm (or could harm) our reputational or goodwill, or the reputation or goodwill of any Payment Scheme;
- (g) you receive Excessive Chargebacks or Excessive Fraud;
- (h) we reasonably believe that you are financially insecure, such that you are unable to meet your obligations under these Terms or will soon become unable to meet such obligations;
- (i) we reasonably believe that you have different risk profile to the one we originally approved, and which is not consistent with our policies or risk appetite;
- (j) you have not submitted any Transactions for processing for a period of at least 3 months;
- (k) you have cancelled a direct debit instruction you had in place with us without our permission;
- (l) we are no longer authorized by any relevant governing or regulatory authority to provide the services in these Terms in line with applicable law and regulation;
- (m) we have become aware of, or have reason to suspect, fraudulent activity by you, or at any of your Merchant Outlets;
- (n) you have given us false information;
- (o) Sanctions apply to you or any of your Affiliates;
- (p) you have failed to make any payment due under, or failed to comply with the terms of any other contract or other commitment you may have in place with us or our Affiliates;
- (q) you have committed a material breach of the Payment Scheme Rules or applicable law or regulation;
- (r) you have used (or allowed someone else to use) our service illegally or for any criminal activity, including receiving the proceeds of crime in your Settlement Account; or
- (s) we become aware of concerns expressed by a Payment Scheme which makes continuing to provide services to you unduly burdensome, impractical, or risky.

9.3 We may also suspend processing of some or all of your Transactions when any event listed in 9.2(a) to 9.2(f) takes place. We will usually provide at least 5 days' notice before we suspend processing, but we may suspend immediately if required by applicable law or regulation, government order, Payment Scheme instruction, or if reasonably required to maintain the security and integrity of our systems.

9.4 If we have notified you of any change to these Terms, you may terminate these Terms by notifying us prior to the change taking effect. You will be deemed to have accepted any changes if you do not object in writing before the date on which the changes take effect.

9.5 Upon termination of these Terms:

- (a) The sections of these Terms relating to the processing and settlement of Transactions, all related adjustments, fees, and other amounts due from you, and the resolution of any related Chargebacks, disputes, or other issues involving Transactions, will continue to apply after these Terms end in relation to all Transactions made before or afterwards, as described further below.
- (b) You will continue to be responsible for all Chargebacks, fees, fines, assessments, credits, and adjustments resulting from Transactions processed under these Terms and all other amounts then due, which later become due, or which may be due before or after the Terms end.
- (c) If you submit Transaction Data to us after these Terms end, we may choose to process such Transaction Data in line with these Terms.
- (d) You acknowledge that we may be required to report your business name and the names and other identification of its principals to the Payment Schemes in certain circumstances. Upon notice of termination of these Terms, Verifone may estimate the aggregate amount of anticipated Chargebacks, Refunds, and anticipated risks that Verifone reasonably anticipates subsequent to termination, and Merchant agrees to immediately deposit such amount in its Settlement Account.

- (e) You must stop displaying any promotional material that we have given to you and, if we ask you to, you must return the promotional material to us or destroy it (at your own expense).

10. OUR LIABILITY

10.1 In line with the relevant provisions in these Terms, once you submit a Transaction to us, we will transmit the 'payment order' (i.e. the relevant instruction to pay) for the Transaction for processing immediately following confirmation from the relevant Payment Scheme. If we do not transmit a payment order correctly, we will (as necessary):

- (a) re-transmit the order for processing; and
- (b) ensure that the Transaction is value dated to you no later than the date it would have been value dated if the Transaction had been executed correctly. We will also restore any directly arising charges or loss or payment of interest.

10.2 It is your responsibility to check the Transaction information that we make available to you. On becoming aware of any incorrectly executed Transaction, you must tell us as soon as possible, and in any event no later than 13 months after the debit date or correct credit date. We will not be liable to you in relation to any unauthorised or incorrectly executed Transaction where you have failed to notify us within these timeframes.

10.3 This section 10 together with the limitations on liability set out in these Terms state our entire liability in respect of these Terms and the Services.

11. RESPONSIBILITY FOR LOSSES

11.1 Notwithstanding clause 2.1 of the Relationship Terms, you must indemnify us, our Affiliates, and our respective officers, directors, employees, agents, and sponsoring banks in relation to any claims, actions, arbitrations, judgments, losses, liabilities, and damages of any and every kind (including costs, expenses, and reasonable attorneys' fees) caused by, resulting from, arising out of, or in any way relating to:

- (a) any claim, complaint, dispute, return, refund, or Chargeback relating to any Transaction or Transaction Record submitted by you.
- (b) any breach of these Acquiring Terms or the Payment Scheme Rules.
- (c) any failure to comply with the Security Standards.
- (d) any fines, fees, or penalties assessed against us by any of the Payment Schemes arising out of or relating to your Transactions or Chargebacks.
- (e) any failure to accept the application of the SCA Requirements to relevant Transactions.
- (f) any intentional or negligent misrepresentation by you as to the type of business you conduct.
- (g) any failure to comply with applicable law and regulation.
- (h) any of your acts or omissions that cause us, any Payment Scheme, or any Payment Instrument-issuing bank to be in breach of any applicable law or regulation.

11.2 The indemnities provided under this section will continue to apply after these Terms end.

12. TRANSACTION RECORD AND PAYMENT INSTRUMENT INFORMATION

12.1 We may use the financial information and other information about you, Transaction Records, and other information that we receive in the course of performing our obligations under these Terms for any legal purpose, subject to the terms of these Terms and Payment Scheme Rules.

12.2 We will exercise care to prevent disclosure or use of Payment Instrument Information other than (i) to your agents and contractors for the purpose of assisting you in completing a Transaction, (ii) to the applicable Payment Scheme, or (iii) as specifically required by law. You acknowledge and agree that your use of any fraud mitigation or security enhancement solution (for example, encryption product or service), whether provided to you by us or a third party, in no way limits your obligation to comply with the Security Standards or your obligations under these Terms.

12.3 You are allowed by the Payment Scheme Rules to store only certain Payment Instrument Information (currently limited to the Customer's name, Payment Instrument account number, and expiration date) and are prohibited from storing additional Payment Instrument Information, including any security code data such as CVV2, CVC2, and PIN data, and

any magnetic stripe track data. You will store all media containing Payment Instrument Information in an unreadable format wherever it is stored and in an area limited to selected personnel on a “need to know” basis only and, before discarding any material containing Payment Instrument Information, destroy it in a safe manner such that any account numbers are unreadable. If at any time you become aware that Payment Instrument Information has been compromised, you must notify us immediately and assist us in providing notification to such parties as may be required by applicable law or regulation or Payment Scheme Rules, or as we otherwise reasonably deem necessary.

- 12.4 You agree to comply with all Security Standards. You also agree to confirm to us each year, in a form reasonably acceptable to us that you have complied with all Security Standards. You must provide us the results of any tests, scans, or assessments of your compliance with Security Standards required by the Payment Schemes. A fee applies for our review of your annual compliance with this requirement. Alternatively, we offer an optional service which assists you in completing this annual confirmation. We will let you know about fees we charge for this service in the terms that apply to the service.
- 12.5 You understand that failure of to comply with the Payment Scheme Rules, including the Security Standards, or the compromise of any Payment Instrument Information, may result in assessments, fines, or penalties by the Payment Schemes, and you agree to indemnify and reimburse us immediately for any such assessment, fine, or penalty and any related loss, cost, or expense incurred by us. If any Payment Scheme requires a forensic examination of you or any of your Service Providers, agents, business partners, contractors, or subcontractors due to a Data Security Compromise Event =, you must cooperate (and must require all applicable Service Providers to cooperate) with such forensic examination until it is completed (including the engagement of an examiner acceptable to the relevant Payment Scheme). The Payment Schemes may also directly engage, or demand that we engage, an examiner on your behalf to speed up the investigation of the Data Security Compromise Event. In either scenario, you agree to pay for all costs and expenses related to such forensic examination (including any attorneys’ fees and other costs relating to such forensic examination).
- 12.6 You agree that, in the event of your failure, including bankruptcy, insolvency, or other suspension of business operations, you will not sell, transfer, or disclose any materials that contain Transaction Record or Payment Instrument Information to third parties. You must return such information to us or provide us with evidence of its destruction.
- 12.7 If the Acquiring Services are provided in the UK, you may submit a complaint about the Acquiring Services in writing to vpukcs@verifone.com. If the Acquiring Services are provided anywhere else, you may submit a complaint about the Acquiring Services in writing to customerservice.vp@verifone.com. We aim to review each complaint carefully and usually respond to complaints with 15 business days of receipt. We will respond within 35 business days of receipt in certain exceptional circumstances, but will update you within 15 business days explaining the reasons for the delay and tell you when you can expect to receive a full response.
- 12.8 If you are in the UK and are not satisfied with how we deal with your complaint, then you may have the right to refer a complaint to the Financial Ombudsman Service. Further information about this process is available at <https://www.financial-ombudsman.org.uk/>.
- 12.9 If you are anywhere else, you may also refer your complaint to the Financial Conciliation Board of the Deutsche Bundesbank (Finanzschlichtungsstelle). The details of the conciliation procedure are governed by the Ordinance on the Financial Conciliation Board. We share a copy of the Ordinance with you upon request. Further details on the conciliation procedure, including the Ordinance on the Financial Conciliation Board and the relevant forms, are available on the website of Deutsche Bundesbank (www.bundesbank.de). The request for a conciliation procedure shall be submitted to Deutsche Bundesbank in text form and in German. The request must include the minimum information required under Article 7 (1) of the Financial Conciliation Board Ordinance. The request can be sent to Deutsche Bundesbank – Schlichtungsstelle – Postfach 10 06 02, 60006 Frankfurt am Main. The application can also be sent by email to schlichtung@bundesbank.de. The right to take legal action remains unaffected.
- 12.10 You may also, at any time, file a complaint in writing or for recording at BaFin, Graurheindorfer Straße 108, 53117 Bonn, about violations of the German Payment Services Supervision Act, §§ 675c to 676c of the German Civil Code or Article 248 of the Germany Introductory Act to the German Civil Code.

Part D: Definitions DEFINITIONS

In these Terms, the words and phrases in bold below have the meanings shown next to them unless we say otherwise in the section concerned.

Throughout these Terms, Verifone and you are each referred to individually as a “**Party**” and collectively as the “**Parties**.” We use ‘we’, ‘us’, ‘our’ and ‘Verifone’ in these Terms to refer to the Verifone companies identified on your Order Form collectively or individually as the context requires. Your Order Form will generally identify a Verifone affiliate that will be responsible for providing the Terminal Services, which will vary depending on the Covered Territory. Acquiring Services provided in the United Kingdom are provided by Verifone Payments UK Limited (which is registered in England and Wales, Company Number 14027000, with its head

office at 1 Mondial Way, Hayes, United Kingdom, UB3 5AR, and is authorised by the Financial Conduct Authority under the Payment Services Regulations 2017 to provide payment services and has Firm Reference Number 978295). Acquiring Services provided in the European Union, Norway, or Switzerland are provided by Verifone Payments GmbH (which is registered at the Local Court in Munich, under commercial register number HRB 285651, with its head office at Karl-Hammerschmidt-Straße 1, 85609 Aschheim, Germany and is supervised by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht; 'BaFin') and Deutsche Bundesbank as an authorised payment institution (BaFin-ID: 10118849).

"Acquiring Services" means services for the processing, settlement, and transfer of funds for Transactions with supported Payment Schemes.

"Affiliate" any person directly or indirectly controlled by, controlling or under direct or indirect common control by (as applicable) you or us.

"Application" is a statement of your financial condition, a description of the characteristics of your business or organization, and related information you have submitted to us, including credit and financial information, which led to you entering into these Terms and us processing Transactions for you.

"Chargeback" is a reversal of a Transaction previously presented to us pursuant to Payment Scheme Rules, which involves us refusing to pay you or claiming funds back from you after we've settled.

"Covered Territory" means the countries, regions, or territories identified on the applicable Order Form.

"Customer" is the person or entity to whom a Payment Instrument is issued or who is otherwise authorized to use a Payment Instrument.

"Data Security Compromise Event" means any event, or suspected event, requiring a forensic examination by a Payment Scheme of you or any of your Service Providers, agents, business partners, contractors, or subcontractors. This includes, but is not limited to, Chargeback incidents, fraud, data security compromise events, or any other events specified in the Payment Scheme Rules.

"Designated Acquirer" means a Supported Acquirer chosen by you to establish and maintain a merchant account for use with the Gateway Services subscribed to.

"Device Software" means the Terminal operating systems, firmware, encryption applications, application programming interfaces, libraries, payment applications, and other software components provided as part of the Terminal Services.

"Excessive Chargeback" means that you have gone over, or are getting close to, chargeback limits set out by a Payment Scheme.

"Excessive Fraud" means that you have gone over, or are getting close to, fraudulent transaction limits set out by a Payment Scheme.

"Field Services" means the repair and replacement services for Terminals experiencing certain operating issues, as indicated on the Order Form or otherwise by Verifone in writing.

"Gateway Services" means Verifone gateway services for use in store or via an e-commerce platform to provide transaction routing with Supported Acquirers to enable various transaction types, as well as online reporting and other tools made available by Verifone from time to time.

"Installation Services" means the on-site installation of Terminals and any accessories delivered to the specified location, as indicated on the Order Form or otherwise by Verifone in writing.

"IT Environment" means all information technology infrastructure necessary to access and use the Services, including but not limited to the infrastructure necessary to host and operate your order entry systems, websites, mobile applications, and other internal business environments.

"Merchant Outlet" means any premises or outlet where you accept Transactions, and any retail facility you have for customers to buy goods or services online, over the phone or by mail order.

"Order Form" is the form you complete setting out the details of the relevant services you require from us and the relevant fees, or other ordering document acceptable to Verifone to which these Terms are attached or which references these Terms.

"Payment Application" is a third-party application that is involved in the authorisation or settlement of Transaction Record.

"Payment Instrument" is an account, evidence of an account or payment method, authorized and established between a Customer and a Payment Scheme, or representatives or members of a Payment Scheme, that you accept from Customers as payment for a good or service]. Payment Instruments include credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, credit accounts, digital wallets, bank transfers, direct debits, pre-paid or post-paid cards, real-time payment methods, buy-now-pay-later services, and mobile payments.

"Payment Instrument Information" is information related to a Customer or the Customer's Payment Instrument, that is obtained by you from the Customer's Payment Instrument, or from the Customer in connection with his or her use of a Payment Instrument (for example a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Such information may include (but is not limited to) the Payment Instrument account number and expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any date read, scanned, imprinted, or otherwise obtained from the Payment Instrument, whether printed on it, magnetically, electronically, or stored in any other way. For the avoidance of doubt, the data elements that constitute Payment Instrument Information shall be treated according to their corresponding meanings as "cardholder data" and "sensitive authentication data" as such terms are used in the then current PCI DSS.

"Payment Scheme" is any payment method provider whose payment method is accepted by us for processing, including Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and providers of: credit and debit cards, debit networks, digital wallets, bank transfer services, direct debit services, pre-paid or post-paid cards, real-time payment methods, buy-now-pay-later services, mobile payment services, electronic, gift card and other stored value and loyalty program services, and other so-called "advanced payment method" schemes. Payment Scheme also includes the Payment Card Industry Security Standards Council.

"Payment Scheme Marks" mean the brands, emblems, trademarks, and logos that identify a Payment Scheme.

"Payment Scheme Rules" are the bylaws, rules, and regulations, as they exist from time to time, of the Payment Schemes, as may be revised from time to time by the Payment Schemes in their sole discretion.

"Retrieval Request" is a request for information by a Customer or Payment Scheme relating to a claim or complaint concerning a Transaction.

"RMA" means Return Merchandise Authorisation.

"SCA Requirements" means the measures requiring the application of strong customer authentication as required under regulation 100 of the UK Payment Services Regulations 2017 (if you operate in the UK), section 55 of the German Payment Services Supervision Act (*Zahlungsdienstenaufsichtsgesetz – ZAG*) (if you operate in the EU, Norway, or Switzerland), any other applicable law implementing Article 97 of the revised EU Payment Services Directive (PSD2), or any law, rule, or regulation that modifies or replaces any of the foregoing.

"Security Standards" are all rules, regulations, standards or guidelines adopted or required by the Payment Schemes or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information, including the Payment Card Industry Data Security Standards ("PCI DSS") and Security Standard Framework, Visa's Cardholder Information Security Program, Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program, Visa's Payment Application Best Practices, MasterCard's POS Terminal Security program, and the Payment Card Industry POS PIN Entry Device Standard, in each case as they may be amended from time to time.

"Services" means the Terminal Services and Acquiring Services that you purchase, rent, or otherwise access or use.

"Service Provider" is any party that processes, stores, receives, transmits, or has access to Payment Instrument Information on your behalf, including your agents, business partners, contractors, and subcontractors.

"Settled Transaction" is a Transaction conducted between a Customer and you involving a Payment Instrument in which consideration is exchanged between the Customer and you for the purchase of a good or service or the return of refund of such purchase and the amount of such Transaction is settled by the Payment Scheme through us to the Settlement Account.

"Submitted Transaction" is any Transaction submitted to a Payment Scheme for settlement by such Payment Scheme directly to you.

"Supported Acquirer" means an acquirer listed by Verifone as being supported for use with the Gateway Services in the Covered Territory, as updated by Verifone from time to time.

"Terms" means these terms and conditions, the Order Form, any additional service conditions or operating manuals that apply to you, in each case as amended, updated or replaced.

"Terminal" means any point-of-sale device, equipment, or software provided by us for the purpose of enabling payment processing, as specified in the relevant Order Form.

"Terminal Services" means the provision of payment Terminals on a rental or purchase basis, a license to use software installed on such payment Terminals, Gateway Services, Field Services, and Installation Services, if indicated on your Order Form.

"Transaction" is a transaction conducted between a Customer and you involving a Payment Instrument under which a transfer of funds is to be made between the Customer and you, and which is submitted to us by you.

“Transaction Records” are the written or electronic record of each Transaction, including an authorisation code or settlement record submitted to us for processing.