

Standard Terms and Conditions

These Standard Terms and Conditions (“**Terms and Conditions**”) together with the order form or other ordering document acceptable to Verifone to which these Terms and Conditions are attached or which references these Terms and Conditions (the “**Order Form**”) constitute a legal agreement between the applicable Verifone Contracting Party identified on the Order Form (“**Verifone**”) and the customer entity identified on the Order Form (“**Merchant**”, “**you**”, “**your**”, or any variation thereof). These Terms and Conditions describe the terms and conditions that apply to your purchase or rental of products or use of the services subscribed to by you on the applicable Order Form (each, a “**Product**” or “**Service**”, as applicable). The Order Form is incorporated by reference into, and constitutes a part of, these Terms and Conditions. In the event of a conflict between the Order Form and these Terms and Conditions, these Terms and Conditions will govern unless Verifone has expressly agreed to such different terms by signing the applicable Order Form. Verifone and you are each referred to individually as a “**Party**” and collectively as the “**Parties**.” Verifone shall not be bound by any Order Form until Verifone has accepted such order in writing or has shipped or otherwise delivered or activated the Product or Service ordered.

1. GENERAL.

(a) Applicability. These Terms and Conditions provide general terms applicable to the Products and Services. The specific Products you are procuring and Services you are subscribing to will be as indicated on the applicable Order Form. Some of the Products and Services may be subject to supplemental terms, which may be attached to these Terms and Conditions, referenced herein, or referenced in the applicable Order Form. Any such supplemental terms constitute a part of these Terms and Conditions. CERTAIN SERVICES MAY BE SUBJECT TO A MINIMUM TERM, AS SPECIFIED ON THE APPLICABLE ORDER FORM OR SET OUT IN THESE TERMS AND CONDITIONS. TERMINATION OR OTHER DEACTIVATION OF A SERVICE PRIOR TO THE END OF THE MINIMUM TERM WILL BE SUBJECT TO A CHARGE EQUAL TO THE FEES FOR THE REMAINDER OF SUCH MINIMUM TERM.

(b) Standard Products and Services; Modification; Discontinuation. Except as otherwise agreed by Verifone in writing, each Product and Service will be Verifone’s standard, off-the-shelf Product or Service for the relevant Covered Territory, and no special or customised versions will be provided. Notwithstanding anything to the contrary herein, Verifone may modify any Product or Service from time to time in its discretion, and Verifone may discontinue Products or Services in its discretion, provided that, in the event of discontinuation of one of the Services you have subscribed, Verifone will endeavor to provide you with as much notice of such discontinuation as is commercially practicable under the circumstances.

(c) Account Information; Set-Up. In order for Verifone to provide the Products and Services, you will provide Verifone with such information and assistance as Verifone may reasonably request. Verifone will only provide Products and access to the Services after your account has been approved. You further agree to inform Verifone promptly of any changes to such information to keep such information true, accurate, current, and complete at all times. Verifone will not have any liability for any breach or delay or failure to perform any obligation with respect to the Product and Services 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. You agree that you are responsible for all activities that occur under your account and you will ensure that all activity conducted under your account complies with these Terms and Conditions and any other applicable agreements you have in place with Verifone. You may be required to complete applicable online training modules in order to be able to properly access and use Products and Services.

(d) Accuracy of Data Submitted to Verifone. You are at all times responsible for the accuracy of any data provided by you in connection with your use of the Products and 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 your providing Verifone erroneous data in connection with your use of the Products and 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 Products and Services, including, without limitation, any claims that Verifone’s processing, storage, or transmittal of such inaccurate or erroneous data violates any applicable law, including laws pertaining to privacy and/or data protection.

(e) Covered Territory. Verifone will provide the Products and Services for use in the countries, regions, or territories identified on the applicable Order Form (the “**Covered Territory**”). You may only use the Products and Services (including any software included with the Products and Services) in the Covered Territory for which they are initially provided.

(f) Compliance with Law; Misuse of Products and Services. You will at all time use the Products and Services in compliance with all applicable laws, rules, and regulations, as well as any rules imposed by any card network or payment scheme. You will not conduct, attempt to conduct, or solicit a third-party to conduct penetration testing or other vulnerability assessments of the Products or Services. You will not access or use, or attempt to access or use, the Products or Services in a manner intended to or with the effect of negatively impacting the performance of the Products or Services. Verifone may cancel your orders and disable your access to Services without notice should you violate these restrictions.

(g) Third-Party Services. Verifone may from time to time enable third-party services in connection with the Products and Services. You acknowledge that by subscribing to a third-party service, Verifone will transmit to the service provider such data as is requested by the service provider in connection with its service. You represent and warrant that you have provided all required notices and have obtained all necessary 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. YOU ACKNOWLEDGE AND AGREE THAT VERIFONE IS NOT THE PROVIDER OF ANY THIRD-PARTY SERVICE MADE AVAILABLE HEREUNDER AND VERIFONE'S ABILITY TO SUPPORT A THIRD-PARTY SERVICE IS SUBJECT TO SUPPORT BEING PROVIDED BY THE THIRD-PARTY SERVICE PROVIDER. VERIFONE DOES NOT MAKE ANY REPRESENTATIONS WITH RESPECT TO, DOES NOT ENDORSE OR GUARANTEE, AND DOES NOT ACCEPT, AND EXPRESSLY DISCLAIMS, ANY RESPONSIBILITY OR LIABILITY FOR ANY THIRD-PARTY SERVICE AND THE ACTS OR OMISSIONS OF ANY THIRD-PARTY SERVICE PROVIDER, INCLUDING WITH RESPECT TO THE COLLECTION, HANDLING, AND PROCESSING OF DATA TRANSMITTED TO SUCH PROVIDER HEREUNDER.

(h) Feedback. In the event that you provide suggestions, comments or other feedback ("**Feedback**") to Verifone with respect to the Products or Services, (i) all Feedback shall be deemed to be given voluntarily; (ii) Verifone shall be free to use, disclose, reproduce, distribute and otherwise commercialise all Feedback provided to it without obligation or restriction of any kind on account of intellectual property rights or otherwise; and (iii) you waive all rights to be compensated or seek compensation for such Feedback.

2. TERMS APPLICABLE TO VERIFONE GATEWAY SERVICES.

(a) Supported Acquirers. Verifone will provide you with information regarding Merchant Acquirers that are supported by Verifone for use with the Services in the applicable Covered Territory (each, a "**Supported Acquirer**"). The list of Supported Acquirers will change from time to time. For purposes of these Terms and Conditions, "**Merchant Acquirer**" means, for any applicable Covered Territory, an acquiring bank or financial institution authorised by one or more payment scheme owners to enable the use of a payment method by accepting transactions from merchants on behalf of the scheme owners, routing the transaction to the applicable scheme owner (or issuing bank, as applicable) and collecting and settling the resulting funds to the applicable merchant.

(b) Designated Acquirers. You will notify Verifone of the Supported Acquirer(s) it desires to establish and maintain a merchant account with for use with the Services (each, a "**Designated Acquirer**"). You acknowledge and agree that a Designated Acquirer may decline to become or remain a Supported Acquirer and therefore Verifone cannot guarantee that the Services will be usable with such Designated Acquirer. Verifone will notify you as soon as is commercially practicable should it become aware that a Designated Acquirer will no longer be a Supported Acquirer.

(c) Acceptance by Designated Acquirer. Your use of a particular Service may be subject to the approval and/or on-going authorization of your Designated Acquirer. You are responsible for entering into an agreement with your Designated Acquirer and obtaining any necessary approvals and/or authorizations. Verifone will cooperate with you in order to validate that your use of the Services meets the Designated Acquirer's generic certification requirements.

(d) Payment Schemes; Compliance with Scheme Rules. Verifone will provide you information regarding the payment schemes that are supported for use with the Services (collectively, the "**Schemes**"). The specific Schemes supported for use with the Services are subject to change from time to time and will vary by region. Verifone may stop supporting a particular Scheme in its reasonable discretion, including for such reasons as (i) material changes in the terms imposed by the Scheme, (ii) malperformance by the relevant Scheme, (iii) material increases in the costs or risks of Verifone supporting the Scheme, and (iv) cessation is necessary for Verifone to be in compliance with applicable law, rules, and regulations. Verifone will use commercially reasonable efforts to provide at least one (1) month notice of any cessation of support for a Scheme; you acknowledge that the circumstances resulting in cessation of support may prevent Verifone from providing such notice. Your acceptance of

transactions via a Scheme is subject to the by-laws, rules, operating regulations, waivers, and guidelines issued or promulgated by the applicable Scheme, as may be amended or supplemented from time to time by the applicable Scheme.

(e) Transaction Disputes. You are responsible for resolving any disputes between you and its customers involving or relating to the authorization of transactions processed via the Services and your products or services.

3. TERMS APPLICABLE TO DEVICES AND DEVICE-BASED SERVICES.

(a) Procuring Devices. Verifone offers payment devices (“**Devices**”) either for purchase or on a rental basis. Your Order Form may specify the model and number of Devices you are purchasing or renting; alternatively, you may from time to time submit purchase orders referencing your Order Form and these Terms and Conditions for specified number of Devices for use with the Services subscribed to hereunder. You should confirm with Verifone which Device models are supported for any specific Services to which you are subscribing.

(b) Device-Based Services. With respect to any Services that are provided for use on or with a Device, Verifone currently supports such Services on specific Verifone Device models, which Verifone designates from time to time in its discretion. You may only use the Services with supported Device models. Verifone reserves the right to cease supporting a Device model at any time. Once Verifone no longer supports a Device model, you may no longer activate such Devices on applicable Service(s) and your continued use of the unsupported Device model will be at your own risk. Verifone will use commercially reasonable efforts to make available alternative supported Device models for use with the applicable Service for such time as Verifone continues offering such Service.

(c) Service Terms. With respect to Services that are quoted on a per-Device basis, Verifone will provide the Service for each such Device commencing the earlier of (1) Verifone’s shipment of such Device and (2) activation of the Device for use with the applicable Service, and ending upon the earlier of (i) the date that Verifone has completed the deactivation process for such Device pursuant to a Device deactivation request made by Merchant in accordance with Verifone’s standard deactivation procedures, or (ii) the termination of these Terms and Conditions (the “**Service Term**”). Upon termination of the Service Term for such Device, you must cease using the applicable Services with such Device. You may request that Verifone reactivate Services on a Device; if reactivated by Verifone, the Service Term will recommence upon such reactivation and continue until terminated as set forth above. Notwithstanding anything to the contrary herein, if you continue to use any Services after termination of the Service Term, then without limiting any other remedies hereunder or available to it at law or in equity, you will be responsible for all fees associated with such Services for such use.

(d) Minimum Service Term for Rental Devices. Rental Devices may be subject to a minimum Service Term, if specified in the applicable Order Form. Deactivation or other termination of a Service Term for a rental Device prior to the end of the minimum Service Term will be subject to a charge equal to the fees for the remainder of such minimum period. Reactivation of a Service Term for a rental Device once deactivated is not possible. This provision shall survive the termination or expiration of these Terms and Conditions.

4. TERMINATION.

(a) Termination by Verifone. Verifone may elect to terminate these Terms and Conditions and the provisioning of Products and Services hereunder (in whole or in part) (i) upon thirty (30) days written notice at any time following any minimum term set forth in the applicable Order Form, (ii) upon thirty (30) days written notice in the event of a breach of these Terms and Conditions by you, which breach is not cured within such notice period, (iii) immediately upon written notice in the event of any termination of your business or in the event you are the subject of a dissolution, reorganization, insolvency, or bankruptcy action, or (iv) a circumstance exists that requires the termination of these Terms and Conditions in order to comply with applicable legal or regulatory requirements, in which case such termination may be effected immediately or within such period of time as the requirements permit, in each case, as determined by Verifone. Other termination rights may be provided elsewhere in these Terms and Conditions (including any supplement terms).

(b) Termination by Merchant. You may elect to terminate these Terms and Conditions (i) upon thirty (30) days written notice at any time following any minimum term set forth in the applicable Order Form, (ii) upon thirty (30) days written notice in the event of a breach of these Terms and Conditions by Verifone, which breach is not cured within such notice period, or

(iii) immediately upon written notice in the event of any termination of Verifone's business or in the event Verifone is the subject of a dissolution, reorganization, insolvency, or bankruptcy action.

(c) Survival. All provisions of these Terms and Conditions that give rise to a party's ongoing obligations, together with your indemnity obligations, will survive termination of these Terms and Conditions, including Section 1(f) (Compliance with Law; Misuse of Service), Section 2(d) (Payment Schemes; Compliance with Scheme Rules), Section 5 (Fees; Payment), Section 6(b) (Restrictions), Section 7(h) (Store and Forward), Section 8 (Representations, Warranties and Covenants), Section 9 (Disclaimers), Section 10 (Limitations of Liability), Section 11 (Compliance), Section 12 (Confidentiality), Section 13 (Governing Law; Dispute Resolution) and Section 14 (Miscellaneous)

5. FEES; PAYMENT.

(a) Fees; Taxes. You agree to pay Verifone the fees for the Products and Services as set forth in the applicable Order Form. The method of payment and any payment terms will be as set forth in the applicable Order Form. If Verifone is invoicing you, Verifone shall be entitled to invoice you for the Products and any Device-related services (e.g., deployment, extended warranties) at the time of each shipment of Products to you, and Verifone shall be entitled to invoice you for software and all other Services in accordance with its standard invoice processes. If Verifone has granted you payment terms, Verifone, in its sole discretion, reserves the right to specify, and to change from time to time, your credit line and payment terms. All payments are to be made in the currency specified on the Order Form, unless otherwise agreed by Verifone. Verifone reserves the right to change the fees applicable to Products and Services from time to time, except that any such changes shall not apply to fees for Services already subscribed by you for a minimum service term until after the expiration of such applicable minimum term. All fees are exclusive of applicable taxes, duties, charges and tariffs, including, without limitation, sales tax. You shall make all payments in full without any deduction or set-off whether by way of counterclaim or otherwise, unless otherwise agreed in writing by Verifone or unless you have a valid court order requiring an amount equal to such deduction to be paid by Verifone to you. Verifone may, without limit to any other rights it may have, set off any of your liability to Verifone against any liability of Verifone to you.

(b) Failure to Pay. If you fail to pay any fees when due hereunder: (i) Verifone shall be entitled to charge interest on the overdue payment from the date due until paid at the rate of 18.0% per annum, or the maximum rate permissible by law, whichever is less, and to invoice you for and/or debit from your Account (as applicable) such amounts in accordance with these Terms and Conditions; (ii) Verifone shall be entitled to withhold your access to the Products and Services until all such amounts are paid and Verifone has confirmed the accuracy and completeness of your payment details; and (iii) Verifone reserves the right to pursue any and all legal remedies to collect the amounts owed by you, including any legal fees. Verifone shall be entitled to invoice you for and/or debit your Account (as applicable) any actual additional expenses incurred by Verifone in collection efforts, including any legal fees.

6. LICENSES; RESTRICTIONS.

(a) License to Products and Services. Subject to the terms and conditions of these Terms and Conditions and your payment of the applicable fees, Verifone grants you a limited, non-exclusive, non-transferable, non-sublicensable right and license, in the Covered Territory, to access and use the Services subscribed to hereunder (including any software included with such Services) solely for your internal business purposes. Any licenses with respect to a Product (including any software Product) are limited solely to such licenses as are expressly set forth herein and in the applicable supplemental terms for such Product.

(b) License to Device Software. Verifone may install and include on Devices certain terminal operating systems, firmware, encryption applications, application programming interfaces, libraries, or other software components (collectively, "**Device Software**"). Unless such Device Software is licensed to you pursuant to separate Supplemental Terms, Verifone grants you a limited, non-exclusive, non-sublicensable, non-transferable license to use such Device Software (in object code form only) and/or any applicable documentation, on the Device on which it was installed by Verifone. Certain Device Software may be subject to the payment of license fees and the payment of recurring fees for support and maintenance, as may be set forth in an applicable Order Form. Device Software licenses cannot be transferred from one Device to another Device; the license granted herein is Device-specific (tied to the specific Device serial number).

(c) Limited Device Software Warranty. Verifone warrants that, for a period of sixty (60) days from the date Verifone first delivers Device Software to you (the "**Device Software Warranty Period**"), such Device Software will substantially conform to the documentation specified by Verifone for such Device Software. During the Device Software Warranty Period, Verifone will

use commercially reasonable efforts to correct any non-conformities. Any correction of a non-conformity will not extend the underlying warranty period. Your sole and exclusive remedy under this warranty will be limited to the correction of the nonconformity, and Verifone shall not be obligated to refund the license price nor pay for any labor or other costs associated with the removal of defective software components or the reinstallation of software components. No warranty coverage will be provided for Device Software if (i) you fail to notify Verifone of the non-conformity within seven (7) days after such nonconformity has 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 designees. You must cooperate fully with Verifone in carrying out diagnostic and test routines as Verifone may require.

(d) **Restrictions.** You shall have no right to market, distribute, sell, assign, pledge, sublicense, lease, deliver or otherwise transfer the Products or Services, or any component thereof (including, without limitation, any software made available as part of the Products or Services), 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. 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 Products or Services.

(e) **Ownership.** You acknowledge that the Products and Services (including any related documentation) and any intellectual property rights relating to or residing therein (including any patents, copyrights, trade secrets, trademarks, trade names, or mask work rights), including the proprietary electronics, software and technical information of Verifone therein (the "**Proprietary Materials**"), are proprietary products of Verifone and that ownership of such shall remain with and inure to Verifone. Except for the license rights expressly granted pursuant to these Terms and Conditions, you shall have no right, title, or interest therein. Verifone reserves all rights in the Proprietary Materials and any other Verifone intellectual property not expressly granted herein.

7. VERIFONE CLOUD SERVICES; DATA SECURITY AND PRIVACY.

(a) **Verifone's IT Environment.** Certain Services provided by Verifone involve the storage, processing, or transmittal of data through Verifone's IT Environment (a "**Verifone Cloud Service**"). For purposes of these Terms and Conditions, "**Verifone's IT Environment**" means the information technology network and related hardware and software environment directly controlled and maintained by Verifone in order to store, process, and/or transmit data electronically in the course of Verifone's provisioning of the applicable Service, and expressly excludes Devices located in a customer's physical and/or information technology environment and any software running on such Devices. Verifone's IT Environment does not include processor, Internet, network, or POS systems (including non-Verifone circuits, VPNs, or data transmission architecture, wherever located), or other systems outside of Verifone's control.

(b) **Maintenance.** Verifone conducts routine maintenance to the Verifone Cloud Services. Maintenance is generally scheduled during time periods when overall end-user online activity is limited. Verifone reserves the right to shut down the Verifone Cloud Services with no notice should emergency maintenance become necessary. Verifone reserves the right to remove any user from a Verifone Cloud Service should Verifone determine, in its sole discretion, that a particular Verifone Cloud Service has been compromised or in any way used inappropriately. In extreme cases, where a user has compromised the security of a Verifone Cloud Service or otherwise acted in a malicious or damaging manner, removal may occur immediately without prior notification.

(c) **PCI DSS Warranty.** Certain Services (or components of a Service) involve the processing, storage, or transmittal of cardholder data (as defined by the Payment Card Industry Security Standard Council (PCI SSC), which requires that such component be deemed compliant with Payment Card Industry Data Security Standards ("**PCI DSS**"). With respect to those Services (or components) that are in-scope for PCI DSS, Verifone warrants that such component of the Services has been deemed compliant with PCI DSS by a PCI Qualified Security Assessor (a "**PCI QSA**"). In the event that PCI DSS requirements applicable to a Service change, Verifone will use commercially reasonable efforts to meet all new applicable PCI DSS requirements.

(d) **Data Processing Terms.** Verifone's standard data processing terms shall apply to Verifone's Cloud Services. The Supplemental GDPR Terms are set forth in these Terms and Conditions.

(e) **Security Measures.** Verifone will implement and maintain no less than commercially reasonable administrative, physical, and technical safeguards for Verifone's IT Environment to prevent and detect unauthorized access, destruction, use,

modification, or disclosure of any customer data provided by you in connection with the Services. These safeguards will include, without limitation: (i) adequate physical security of all premises; (ii) reasonable precautions with respect to the employment of and access given to Verifone personnel; (iii) an appropriate network security program with reasonable access and data integrity controls, testing and auditing of all controls, and appropriate corrective action and incident response plans; and (iv) industry standard practices for virus and malware protection. However, no security system is impenetrable, and we cannot guarantee that unauthorised parties will never be able to defeat our security measures or misuse any data in our possession. You provide data to Verifone with the understanding that any security measures we provide may not be appropriate or adequate for your business.

(f) Merchant's IT Environment. You are responsible for separately procuring all information technology infrastructure necessary to access and use the Products and Services, including but not limited to the infrastructure necessary to host and operate your websites, mobile applications, order entry systems, and other of your internal business environments (collectively, "**Merchant's IT Environment**"). Furthermore, you are responsible for the security and integrity of the Merchant's IT Environment, including (i) obtaining necessary PCI DSS certifications, (ii) on-going compliance with applicable PCI DSS rules, including as reflected in the Visa Cardholder Information Security Program ("**CISP**"), the MasterCard Site Data Protection Program ("**SDP**"), American Express Data Security Operating Policy ("**DSOP**") and Discover Network's Information and Security Compliance ("**DISC**"), and (iii) maintaining the security of all data, including cardholder data and other personal data of its customers while processed, stored, or transmitted via the Merchant's IT Environment or while otherwise in your possession or control. Verifone shall have no obligation to ensure that the Products or Services operate in conjunction with the Merchant IT Environment, including without limitation its specific equipment, software, services, or other products or systems, and you shall be responsible for all costs you incur in connection with any modifications you elect to make to your own equipment, software, services or other products or systems.

(g) Collection of Technical Data. You acknowledge and agree that Verifone may collect and use technical and usage data and related information in connection with your use of the Products and Services, including, without limitation, information about payment transactions, which data is gathered by Verifone for data analytics and optimization, to facilitate the provision of Products and Services, to provide updates, support and other services related to the relevant Products and Services, to improve Verifone's Products and Services, and for other lawful purposes. This Section shall survive any expiration or termination of these Terms and Conditions.

(h) Store and Forward. Certain Products and Services offer functionality that enables transaction data to be stored in a Device in the event the Device's connection to the processor host is lost, and to forward the transaction data upon reconnection with the host (commonly known as "**Store and Forward**" or "**SAF**" functionality). You may, in your discretion, enable SAF functionality and set available parameters for the number and value of transactions that may be stored. In the event that SAF transaction data stored in a Device is not forwarded to the host for processing as desired, you may request that Verifone attempt to recover the SAF transactions. Upon such a request, Verifone may, in its discretion, use commercially reasonable efforts to recover any SAF transaction data stored in a Device, provided that Verifone does not represent or warrant that recovery (in whole or in part) is possible or will be successful. Any SAF recovery efforts by Verifone will be chargeable on a time and material basis or at such other prices as may be quoted by Verifone from time to time. Verifone disclaims, and you release Verifone from, any liability resulting from your election to enable SAF functionality or Verifone's SAF recovery efforts.

8. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

You represent, warrant, and covenant as follows:

(a) Due Organization. You are an independent entity duly organized, validly existing, and in good standing under the laws of your jurisdiction of organization and are properly registered to do business in all jurisdictions in which you carry on business.

Note: If you are procuring Products or Services as a sole proprietor, please keep in mind that the law and these Terms and Conditions consider you and your business to be legally one and the same. You are personally responsible and liable for your obligations with respect to the Products and Services, payment of fees and any other amounts you owe under these Terms and Conditions, and for all other obligations to Verifone and to your customers. You risk personal financial loss if you fail to pay any amounts owed.

(b) Approvals. You have all licenses, regulatory approvals, permits, and powers legally required to conduct your business in each jurisdiction in which you carry on business.

(c) Authority. You have the authority to execute and perform the obligations required by these Terms and Conditions, including all power, authority, and legal right to execute, deliver, and to carry out the transactions and obligations contemplated hereby.

(d) No Agency. You are entering into these Terms and Conditions in your own capacity for your own account and are not acting as a nominee or agent of any other third party.

(e) Validity. These Terms and Conditions have been duly executed and delivered by you and constitute a valid and binding obligation, enforceable in accordance with their terms. Except as otherwise stated in these Terms and Conditions, no approval or consent of any person or government department or agency is legally or contractually required to be obtained by you in order to enter into these Terms and Conditions.

(f) No Conflicts. Neither (1) the execution and delivery of these Terms and Conditions, nor (2) the consummation of these Terms and Conditions, will (A) conflict with your certificate of incorporation or by-laws or any other organizational document or (B) breach any obligations under any contract to which you are a party, or (C) violate applicable law.

(g) Litigation. There is no litigation, proceeding, or investigation of any nature pending or, to your knowledge, threatened against you or affecting you or any of your affiliates, which would reasonably be expected to have a material adverse effect on your ability to perform your obligations under these Terms and Conditions.

(h) Accuracy; Changes. You are responsible for ensuring that all the information disclosed to Verifone in connection with these Terms and Conditions is true, accurate, and complete. You will promptly inform Verifone of any action or event of which you become aware that has the effect of making inaccurate any of the representations or warranties set forth in these Terms and Conditions.

9. WARRANTIES. ANY WARRANTIES WITH RESPECT TO DEVICES ARE SET FORTH IN THE SUPPLEMENTAL TERMS. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED HEREIN AND IN THE SUPPLEMENTAL TERMS, ALL PRODUCTS AND SERVICES ARE PROVIDED "AS IS." VERIFONE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. VERIFONE DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES, OR ANY COMPONENT THEREOF, WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE PRODUCTS OR SERVICES, OR ANY COMPONENT THEREOF, WILL BE UNINTERRUPTED OR ENTIRELY ERROR FREE. YOU ACKNOWLEDGE THAT UNDER NO CIRCUMSTANCES DOES VERIFONE REPRESENT OR WARRANT THAT ALL ERRORS IN ANY SOFTWARE CAN BE REMEDIED. VERIFONE MAY, FROM TIME TO TIME, PROVIDE ITS ROADMAP OR PROJECTED IMPLEMENTATIONS FOR THE PRODUCTS OR SERVICES; SUCH INFORMATION IS NOT BINDING ON VERIFONE AND YOU SHOULD NOT RELY ON SUCH INFORMATION. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM VERIFONE OR FROM ANY OTHER PARTY ABOUT THE PRODUCTS OR SERVICES SHALL CREATE ANY WARRANTY. NOTHING IN THESE TERMS AND CONDITIONS OPERATES TO EXCLUDE, RESTRICT, OR MODIFY THE APPLICATION OF ANY IMPLIED CONDITION, WARRANTY, OR GUARANTEE, OR THE EXERCISE OF ANY RIGHT OR REMEDY, OR THE IMPOSITION OF ANY LIABILITY UNDER LAW WHERE TO DO SO WOULD CONTRAVENE THAT LAW OR CAUSE ANY TERM OF THESE TERMS AND CONDITIONS TO BE VOID.

10. LIMITATIONS OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, EXCEPT TO THE EXTENT PROHIBITED BY LAW: (A) VERIFONE SHALL HAVE NO LIABILITY TO YOU OR ANY THIRD PARTY FOR (I) ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR (II) LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS, REVENUE, GOODWILL OR SAVINGS, DOWNTIME, OR DAMAGE TO, LOSS OF OR REPLACEMENT OF DATA OR TRANSACTIONS, CHARGE-BACKS, EQUIPMENT PURCHASED OR ACQUIRED BY YOU OR YOUR SUBCONTRACTORS OR AGENTS IN ORDER TO EFFECTUATE THESE TERMS AND CONDITIONS, OR COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LOSSES ARE DIRECT LOSSES OR INDIRECT LOSSES, IN EACH CASE (I) AND (II) RELATING IN ANY MANNER TO THESE TERMS AND CONDITIONS OR ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER AND WHETHER ARISING FROM CLAIMS BASED IN WARRANTY, CONTRACT, TORT OR OTHERWISE, EVEN IF VERIFONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGE; (B) IN ANY CASE, VERIFONE'S ENTIRE LIABILITY RELATING IN ANY MANNER TO THESE TERMS AND CONDITIONS AND ANY PRODUCTS AND SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE FORM OR NATURE

OF THE CLAIM, SHALL BE LIMITED TO YOUR DIRECT AND DOCUMENTED DAMAGES, AND WHICH LIABILITY WILL BE LIMITED IN THE AGGREGATE TO THE FEES ACTUALLY PAID BY YOU FOR THE PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS PRIOR TO THE CLAIM ARISING (WHICH SHALL NOT INCLUDE ANY FEES PAID BY YOU WITH RESPECT TO ANY THIRD-PARTY SERVICES); AND (C) VERIFONE SHALL NOT BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO THESE TERMS AND CONDITIONS OR THE PRODUCTS AND SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS. THE LIMITATIONS ON VERIFONE'S LIABILITY SET FORTH IN CLAUSES "(B)" AND "(C)" OF THIS SECTION SHALL NOT APPLY TO LIABILITY FOR DEATH, PERSONAL INJURY OF A PHYSICAL NATURE OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY VERIFONE'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE DISCLAIMERS CONTAINED IN SECTION 9 ABOVE AND THE LIMITATIONS SET FORTH IN THIS SECTION ARE A FUNDAMENTAL PART OF THE BASIS OF VERIFONE'S BARGAIN HEREUNDER, AND VERIFONE WOULD NOT PROVIDE THE PRODUCTS AND SERVICES TO YOU ABSENT SUCH LIMITATIONS.

THE FOLLOWING TERMS SHALL APPLY IN CASE THE VERIFONE ENTITY IDENTIFIED ON THE ORDER FORM IS INCORPORATED IN GERMANY: VERIFONE SHALL BE FULLY LIABLE TOWARDS YOU IN CASES OF INTENT AND GROSS NEGLIGENCE. IN CASES OF OTHER NEGLIGENT BEHAVIOR, VERIFONE SHALL EXCLUSIVELY BE LIABLE FOR: (A) INJURY OR DAMAGE TO HEALTH; (B) DAMAGE WHICH CAN NOT BE LIMITED DUE TO MANDATORY LEGAL PROVISIONS; AND (C) DAMAGE THAT RESULTS FROM THE VIOLATION OF IMPORTANT OBLIGATIONS THAT ENGENDER THE ACHIEVEMENT OF THE OBJECTIVE OF THESE TERMS AND CONDITIONS, THE FULFILMENT OF WHICH IS MATERIAL TO THE PROPER PERFORMANCE OF THESE TERMS AND CONDITIONS AND ON WHICH YOU CAN REGULARLY RELY (CARDINAL OBLIGATIONS – *WESENTLICHE VERTRAGSPFLICHTEN*). IF THE CARDINAL OBLIGATIONS ARE BREACHED THROUGH SLIGHT NEGLIGENCE, VERIFONE SHALL BE LIABLE UP TO A MAXIMUM AMOUNT OF EUR 5.000,00 PER DAMAGE EVENT. THIS LIMITATION ALSO APPLIES IN THE EVENT OF AN INTENTIONAL OR GROSSLY NEGLIGENT BREACH OF ANY OBLIGATIONS THROUGH VICARIOUS AGENTS, WHICH ARE NOT LEGAL REPRESENTATIVES OR EXECUTIVE EMPLOYEES OF VERIFONE. IN ANY CASE, LIABILITY IS LIMITED TO THOSE DIRECT DAMAGES THAT ARE FORESEEABLE AND TYPICAL IN AND CAN NOT BE CONTROLLED BY THE OTHER PARTY. LIABILITY FOR LOSS OF PROFIT IS EXCLUDED.

11. COMPLIANCE.

(a) You are responsible for complying with all applicable laws, rules, and regulations in connection with these Terms and Conditions, the operation of its business, and its use of the Services; such obligation shall include your compliance with export control laws, laws relating to responsibility for any information printed on transaction receipts, applicable disabilities legislation, and all applicable anti-corruption and anti-bribery laws, rules, and regulations. You acknowledge that Verifone does not assume responsibility for your compliance with laws applicable to the operation of your business or its environment. You agree that if Verifone reasonably believes that you are in breach of this Section, that alone shall be sufficient grounds for further action by Verifone, including, without limitation, cancellation of any provision of Products or Services or denial of future business, without any liability or obligation to you. In addition, you hereby indemnify Verifone and its affiliates, directors, officers, and employees for all costs, expenses, damages, claims, charges, penalties, fines, and other losses that arise in connection with any breach by you or your subsidiaries, owners, officers, directors, employees, partners, subcontractors, agents or representatives, of the terms and conditions contained in this Section.

(b) Verifone shall be responsible for financing the environmental disposal of Devices in accordance with applicable laws. Devices purchased by you shall either be returned to Verifone for environmental disposal or you shall dispose of the Device at your cost via a certified disposal company and provide Verifone with a certificate of disposal. Verifone shall be responsible for all transport and/or postage costs and expenses arising from and relating to your obligations in this Section 11(b). You shall not incur any costs under this Section 11(b) without first informing Verifone of the amount. You shall not dispose of any Devices through municipal waste streams. You shall indemnify and hold harmless Verifone for any losses, claims, or damages directly or indirectly suffered by Verifone as a result of your disposal of Devices in municipal waste streams. Verifone can advise you of its approved recycling partners on request

12. CONFIDENTIALITY.

(a) Confidential Information. "**Confidential Information**" means any and all confidential or proprietary information disclosed by one Party to the other Party, to the extent related to these Terms and Conditions or the Products and Services made available hereunder whether such information is in oral, written, graphic or electronic form; provided that (i) if such information is in writing or other tangible forms, it is clearly marked as "proprietary" or "confidential" when disclosed to the receiving Party, (ii) if such information is not in tangible form, it is identified as "proprietary" or "confidential" when disclosed, or (iii) such

information should be reasonably understood by the receiving Party to be confidential or proprietary. Notwithstanding the foregoing, Confidential Information shall not include information which: (i) the disclosing Party expressly agrees in writing is free of any nondisclosure obligations; (ii) at the time of disclosure to the receiving Party was known to the receiving Party (as evidenced by documentation in the receiving Party's possession) free of any nondisclosure obligations; (iii) is independently developed by the receiving Party (as evidenced by documentation in the receiving Party's possession); (iv) is lawfully received by the receiving Party, free of any nondisclosure obligations, from a third party having the right to so furnish such information; or (v) is or becomes generally available to the public without any breach of these Terms and Conditions or unauthorised disclosure by the receiving Party. Notwithstanding anything to the contrary herein, the terms of these Terms and Conditions (including without limitation the pricing set forth herein) shall be deemed to be the Confidential Information of Verifone.

(b) Nondisclosure and Nonuse. Each Party receiving Confidential Information shall (i) disclose such Confidential Information to only those directors, officers, employees, subcontractors, and agents of such Party (A) whose duties justify their need to know such information and (B) who have been clearly informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information; and (ii) use such Confidential Information only for the purposes set forth in these Terms and Conditions. Each Party receiving Confidential Information shall treat such information as strictly confidential, and shall use the same degree of care to prevent disclosure of such information as such Party uses with respect to its own confidential and proprietary information, which shall not be less than the care a reasonable person would use under similar circumstances. Notwithstanding the foregoing, each Party may disclose Confidential Information to the extent necessary pursuant to applicable law, regulation, court order, or other legal processes, provided the receiving Party has given the disclosing Party prior written notice of such required disclosure and, to the extent reasonably possible, has given the disclosing Party an opportunity to contest such required disclosure at the disclosing Party's expense. Additionally, either Party may retain archival and backup copies of the other Party's Confidential information as may be required by applicable law, pursuant to the receiving Party's document retention policies, or where removal of such Confidential Information is unduly burdensome.

(c) Confidentiality Period. Each Party's obligations under this Section shall continue (i) with respect to Confidential Information that meets the definition of a trade secret under applicable law, until such time as such Confidential Information is no longer a trade secret (other than as a result of a breach of these Terms and Conditions), and (ii) with respect to all other Confidential Information, until five (5) years after expiration or termination of these Terms and Conditions.

(d) Termination of the Agreement. Upon termination or expiration of these Terms and Conditions, each Party shall (i) promptly return all Confidential Information received from the disclosing Party, including all copies thereof and materials derived therefrom, or (ii) at its election, destroy the Confidential Information and, if requested by the disclosing Party, certify in writing that it has complied with the provisions of this clause (ii).

13. GOVERNING LAW; DISPUTE RESOLUTION.

(a) Governing Law. These Terms and Conditions and the rights of the Parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the country in which the Verifone Contracting Party identified on the Order Form is incorporated, exclusive of conflict or choice-of-law rules, and the Parties hereby consent to the personal and exclusive jurisdiction and venue of the courts of such country. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES, WHETHER IT RESULTS IN PROCEEDINGS IN ANY COURT IN ANY JURISDICTION OR IN ARBITRATION, THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY, AND HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL, WAIVE ALL RIGHTS TO TRIAL BY JURY, AND AGREE THAT ANY AND ALL MATTERS SHALL BE DECIDED BY A JUDGE OR ARBITRATOR WITHOUT A JURY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. MERCHANT MAY NOT PURSUE ANY CLAIM AGAINST VERIFONE AS PART OF A CLASS ACTION. To the extent applicable, in the event of any lawsuit between the Parties arising out of or related to these Terms and Conditions, the Parties agree to prepare and to timely file in the applicable court a mutual consent to waive any statutory or other requirements for a trial by jury. The rights and obligations of the Parties under these Terms and Conditions shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

(b) Escalation. Prior to initiating any dispute, claim, or controversy arising out of or relating in any way to these Terms and Conditions or the interpretation, application, enforcement, breach, termination, or validity thereof (including any claim of inducement of these Terms and Conditions by fraud and including determination of the scope or applicability of these Terms and Conditions to arbitrate) or its subject matter (collectively, "**Disputes**"), the Parties will attempt to resolve such Dispute through negotiations between representatives of the Parties who have authority to negotiate and settle the dispute. If the matter is not resolved by negotiation within thirty (30) days of a Party's receipt of a written notice of the dispute from the aggrieved Party,

then the Parties will escalate the matter to their respective management, who will attempt to fully and finally resolve the dispute. Nothing in this Section (including a Party invoking this Section or Party's delay or failure to invoke this Section) is to be construed as a waiver of either Party's exercise or partial exercise of any right or remedy under these Terms and Conditions.

14. MISCELLANEOUS.

(a) Entire Agreement; Severability. These Terms and Conditions constitute the entire agreement between Verifone and you and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, relating to the subject matter hereof. In the event of any conflict between the terms of these Terms and Conditions and those set forth on your (or your designated agent's) purchase order or other ordering document for the Services, the terms of these Terms and Conditions shall control. Except as expressly agreed in writing by Verifone, any additional terms on your purchase orders or other ordering document shall be void. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the Parties agree that the court should endeavor to give the maximum effect to the Parties' intentions as reflected in the provision, and that the other provisions of these Terms and Conditions shall remain in full force and effect.

(b) Right to Amend. Verifone reserves the right to change or add to these Terms and Conditions at any time. Any changes or additions will only apply to your purchase of Products or use of the Services prospectively. Verifone will provide notice of any changes or additions through the applicable Verifone portal, via email, or by other means reasonably designed to give merchant customers notice of such changes or additions. Any changes or additions will only be effective thirty (30) days after such notice has first been published.

(c) Assignment. You may not assign these Terms and Conditions, in whole or in part, without Verifone's prior written consent. Subject to the preceding sentence, these Terms and Conditions shall bind you and your permitted successors and assigns. Verifone may assign these Terms and Conditions, or any of its rights or obligations hereunder, in its sole discretion.

(d) Independent Contractor. In its performance of these Terms and Conditions, Verifone shall act in the capacity of an independent contractor and not as your employee or agent. Neither Party nor a Party's employees, consultants, contractors or agents are agents, employees, partners or joint ventures of the other Party, nor do they have any authority to bind the other Party by contract or otherwise to any obligation. They will not represent to the contrary, either expressly, implicitly, by appearance or otherwise.

(e) Force Majeure. Verifone shall not be responsible for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including without limitation acts or omissions of government or military authority, non-performance of its vendors or suppliers, acts of God, pandemics, epidemics, shortages of fuel, energy, labor or materials, transportation delays, electrical or communication infrastructure failures or disturbances, fires, floods, labor disturbances, riots or wars.

(f) No Waiver. Failure by either party to enforce any provision of these Terms and Conditions will not be deemed a waiver of future enforcement of that or any other provision.

(g) Notices. Notices made by Verifone to you under these Terms and Conditions that affect Verifone customers generally (e.g., notices of amended agreements, updated fees, etc.) may be posted on the applicable Verifone Portal or may be provided upon access to Services. Notices made by Verifone under these Terms and Conditions for you or your account specifically (e.g., notices of breach and/or suspension) will be provided to you via the email address provided to Verifone in connection with your registration for the Services or in any updated email address you provide to Verifone in accordance with Verifone's standard account information update procedures as in effect from time to time. It is your responsibility to keep your email address current and you shall be deemed to have received any email sent to any such email address upon Verifone's sending of the email, whether or not you actually received the email. Verifone may also send notices to you by overnight courier or certified mail to the address provided by you in connection with your registration for the Services or such other address as you may provide to Verifone from time to time via the applicable Verifone Portal. You must send notices to Verifone to legalnotices@verifone.com, or such postal address and/or other email address as Verifone may provide you from time to time for such purposes. All mailed notices shall be deemed effective upon the earliest to occur of: (a) actual delivery by mail or receipt by email; or (b) three days after mailing, addressed and postage prepaid, return receipt requested.

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Supplemental Terms for Rental Devices

Verifone offers various payment Devices on a rental basis. The fees for any rental Devices are as set forth on the applicable Order Form. Rental Devices will generally be provided for use with a supported Verifone Service.

Additional Included Verifone Services for Rental Devices

Key Loading	Verifone will perform the initial key injection services for Devices in Verifone's key injection facility. You will not have access to remote key loading services.
Shipping and Deployment	Verifone, or Verifone's designated fulfillment provider, will provide initial configuration, shipment, and deployment of all Devices.
mPOS Devices provided for Verifone Link Solution	With respect to the Verifone Link solution, Verifone provides a mPOS Device which is provided by Verifone to you without any warranty. Notwithstanding the foregoing, if such rented Device is found to be faulty then you shall report such fault to Verifone via the Help Desk Services. If such fault cannot be resolved remotely via the Help Desk Services, then Verifone will no more frequently than once during any twelve (12) month period of the Service Term ship a replacement Device to you. Such terms are in lieu of all warranties, express, implied or statutory, and Verifone specifically disclaims the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of third-party rights. Verifone makes no warranties that the use of the Device will be uninterrupted or error-free or that such Device will operate in conjunction with any other equipment. The express obligations of Verifone set out in this Section is in lieu of any other liability or obligation of Verifone, including, without limitation, any liability or obligation for damage, loss, or injury (whether direct, indirect, exemplary, special, consequential, or incidental) arising out of or in connection with the delivery, use, or performance of such Device. Receipt of such limited service as specified herein is your sole remedy for any such damage, loss or injury.
Other Verifone Devices	<p><u>Standard Device Warranty:</u> For the duration of the Service Term for each rental Device, Verifone warrants that such rental Device shall be free from faulty workmanship and defective materials ("Standard Device Warranty").</p> <p><u>Out of Scope Conditions.</u> Verifone is not liable for, and the Standard Device Warranty provided herein does not apply to, defects resulting from: (i) damage due to interfacing with the rental Device or the rental Device's components or supplies; (ii) use of the rental Device with your or third-party supplied software, products, interfaces, or supplies, including damage to LCD screens from "burn-in" caused by third-party software; (iii) improper installation, testing, use, or operation of the rental Device by someone other than Verifone; (iv) misuse, abuse, neglect, negligence, accident; (v) tampering/damage to the rental Device's security label; (vi) food damage, liquid spillage or wetting the rental Device; (vii) vandalism; external damage due to dropping, hitting, or cracking the external shell of the rental Device; (viii) failure of electrical power, air conditioning or humidity control (other than while the rental Device is in Verifone's possession); (ix) rental Devices missing integral parts of the equipment (such as SAM, printer covers, rollers, module covers); (x) evidence of insects or foreign organisms; (xi) damage from acts of nature such as fire, flood, or lightning; loss or damage in transit; (xii) improper site preparation; or (xiii) any other acts outside of Verifone's control. Cosmetic damages (such as scratches, stains, paint, or stickers) are not covered.</p> <p><u>LIMITATIONS.</u> THE STANDARD DEVICE WARRANTY PROVIDED HEREIN DOES NOT APPLY TO DEVICES NOT MANUFACTURED BY VERIFONE, SOFTWARE, ACCESSORIES, CONSUMABLE ITEMS (E.G., BATTERIES, PAPER, RIBBONS, PLASTIC PARTS, THERMAL PRINTER HEADS, MAGNETIC HEADS), SPARE PARTS OR SERVICES, OR TO DEVICES, OR TO COMPONENTS THEREOF THAT HAVE BEEN ALTERED, MODIFIED, REPAIRED OR SERVICED IN ANY RESPECT (OTHER THAN BY VERIFONE OR ITS REPRESENTATIVES AND INCLUDING, WITHOUT LIMITATION, MAINTENANCE OR INSTALLATION BY MERCHANT OR THIRD PARTIES). THE EXPRESS STANDARD DEVICE WARRANTY OF VERIFONE STATED ABOVE APPLIES ONLY TO RENTAL DEVICES USED IN THE COVERED TERRITORY; USE OUTSIDE THE COVERED TERRITORY VOIDS SUCH WARRANTY. NOTHING IN ANY DOCUMENTATION PROVIDED OR DESIGNATED BY VERIFONE WITH RESPECT TO ANY DEVICES SHALL BE DEEMED TO EXTEND OR OTHERWISE MODIFY THE STANDARD DEVICE WARRANTY PROVIDED ABOVE OR THESE WARRANTY TERMS, INCLUDING THE DURATION OF ANY WARRANTY PERIOD. IN THE EVENT OF A CONFLICT</p>

BETWEEN THESE WARRANTY TERMS AND ANY SUCH DOCUMENTATION, THESE WARRANTY TERMS SHALL CONTROL.

DISCLAIMERS. THE EXPRESS STANDARD DEVICE WARRANTY OF VERIFONE STATED ABOVE IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND VERIFONE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. VERIFONE MAKES NO WARRANTIES THAT THE USE OF THE RENTAL DEVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT SUCH DEVICES WILL OPERATE IN CONJUNCTION WITH ANY OTHER EQUIPMENT. THE EXPRESS OBLIGATION OF VERIFONE STATED UNDER "DEVICE RETURNS" BELOW IS IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF VERIFONE, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE RENTAL DEVICES. REPAIR OR REPLACEMENT (AT VERIFONE'S OPTION) IS MERCHANT'S SOLE REMEDY FOR ANY SUCH DAMAGE, LOSS OR INJURY.

Device Returns. If a rental Device procured by you under these Terms and Conditions is found to be faulty during its Service Term, then you shall report such fault to Verifone via the Help Desk Services. If such fault cannot be resolved remotely via the Help Desk Services, then Verifone will dispatch to you, at a location within the Covered Territory for which such Device was originally ordered the following items: (i) a replacement Device; and (ii) a prepaid return shipping label. Promptly after receiving a replacement Device, you shall securely package the faulty Device as to safeguard it from damage or theft during shipping and return the faulty Device to Verifone using the prepaid return shipping label provided by Verifone such that the Device being returned by you is received by Verifone no later than fourteen (14) days after you receive the replacement Device. In the event that (i) Verifone determines that any Device returned to Verifone is not defective in workmanship or materials (i.e., there is no manufacturing or design defect found or the fault is not covered by Verifone's standard warranty terms) or (B) was damaged beyond repair during shipping due to negligent packaging, or (ii) Verifone does not receive the faulty Device within fourteen (14) days following your receipt of the replacement Device, then, in each case, Verifone shall be entitled to charge you, and you agree to pay to Verifone within thirty (30) days of invoice or other written demand, Verifone's then standard Non-Return Fee plus the shipping costs for the relevant replacement Device that was sent plus applicable Taxes.

Out of Warranty Fee: In the event that a defective rental Device returned to Verifone is not covered under the Standard Device Warranty, you will be charged Verifone's standard repair fee for such rental Device.

No Trouble Found: In the event that a returned Device is determined by Verifone to not be defective in workmanship or materials (i.e., there is "no trouble found"), Verifone will clean and test such Device and ship the Device back to you in accordance with its RMA process. Verifone reserves the right to charge its then-current fee for clean and test services, plus shipping, for such Devices, as quoted by Verifone from time to time.

mPOS Devices

**Wireless
Data
Connectivity**

For certain portable Devices, Verifone will include a subscriber identification module ("SIM") card with such Device and enable wireless data connectivity for such Device within its Covered Territory during the Service Term via such SIM card; provided that you acknowledge and agree that such wireless data connectivity is subject to monthly data caps determined by Verifone from time to time and you shall be responsible for the use of any wireless data connectivity in excess of such caps. For the avoidance of doubt, each Verifone-provided SIM card may only be used to facilitate the processing of payment transactions initiated on the Device with which such SIM card was included and you shall not use any Verifone-provided SIM cards with any other equipment or for any other purposes, including, without limitation, voice calls, video calling or conferencing, texting, two-way communications (whether audio or video) and/or media streaming, uploading or downloading. You assume sole liability, irrespective of

whether you have acted negligently, for loss or damage of or relating to any Verifone -provided SIM card.

The following terms shall apply to rental Devices subscribed to under these Terms and Conditions:

(a) Minimum Service Term for Rental Devices. Rental Devices may be subject to a minimum Service Term, if specified in the applicable Order Form. Deactivation or other termination of a Service Term for a rental Device prior to the end of the minimum period will be subject to a charge equal to the fees for the remainder of such minimum period. Reactivation of a Service Term for a rental Device once deactivated is not possible. This provision shall survive the termination or expiration of these Terms and Conditions.

(b) Verifone Property. The rental Devices, as well as all accessories provided with such rental Devices, shall remain the property of Verifone. You shall have no right, title or interest therein except as a lessee under these Terms and Conditions. You shall keep all rental Devices and accessories free and clear from all liens, including any direct or indirect charge, encumbrance, lien, security interest, legal process or claim against the rental Devices 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 Devices, accessories or interest in these Terms and Conditions, without Verifone's prior written consent. If you fail to pay any undisputed fees when due, and fail to cure such failure within ten (10) business days of written notice thereof, Verifone may, at any time thereafter enter, with or without legal process, any premises where any rental Device may be, and repossess and remove such rental Device and accessories. You hereby waive any claim of trespass or right of action for damages by reason of such entry and repossession. In addition, you shall pay to Verifone any actual additional expenses incurred by Verifone in collection efforts.

(c) Loss, Damage, or Destruction. Subject to Verifone's obligation to provide the Services, you assume and shall bear the entire risk of loss, damage, or destruction of the rental Devices and accessories from any use whatsoever from the date of delivery of the rental Devices to your site until such rental Devices and accessories are returned to Verifone. No loss, damage or destruction will relieve you from the obligation to make payments hereunder or to comply with any other obligation under these Terms and Conditions. You must immediately notify Verifone of any loss, damage, or destruction of a rental Device. You are responsible for any charges for repairs or replacements of rental Devices for damages that are not covered by the warranty or BPP service (as applicable). In the event of the loss or destruction of a rental Device or damage that makes repair impractical or uneconomical (in Verifone's discretion), Verifone may charge you the then-current list price for the Device and ship you a new or refurbished replacement. At all times payments for the Verifone Payment Solution for such rental Device shall continue in effect.

(d) Return at End of Service Term. At the end of the Service Term for a rental Device, you must return the rental Device (and all accessories provided with such rental Device) to Verifone. When returning a rental Device, a Material Return Authorization number is required. If a rental Device and all of its accessories are not returned within thirty (30) days of the end of its Service Term, Verifone may charge you (i) a non-return fee at its then current fee for the rental Device, plus (ii) Verifone's then current standard price for any non-returned accessories. If, upon return of the rental Device, Verifone determines that the Device requires repair that is not covered by the Device's warranty an applicable repair service, you will be required to pay for such repairs at Verifone's standard fees. If the damage make repair impractical or uneconomical (in Verifone's discretion), Verifone may charge you its then-current list price for the Device.

(e) Special Power of Attorney. You hereby grant to Verifone a purchase money security interest in all rental Devices and all accompanying accessories shipped to you, as security for the performance by you of all of your obligations arising under these Terms and Conditions. Verifone is hereby authorised by you to cause these Terms and Conditions or any other statement or other instrument in respect of these Terms and Conditions showing the interest of Verifone in the rental Device and accompanying accessories be filed and recorded, and you grant to Verifone the right to execute your name thereto.

Purchased Devices; Additional Terms

Key Loading	Verifone will perform the initial key injection services for Devices, either in Verifone’s key injection facility or using Verifone’s remote key loading service. You will not have access to remote key loading services.
Shipping and Deployment	Verifone, or Verifone’s designated fulfillment provider, will provide initial configuration, shipment, and deployment of all Devices.
mPOS Devices provided for Verifone Link Solution	<p>With respect to the Verifone Link solution, Verifone provides a mPOS Device which is purchased by you without any warranty. Notwithstanding the foregoing, if such purchased Device is found to be faulty then you shall report such fault to Verifone via the Help Desk Services. If such fault cannot be resolved remotely via the Help Desk Services, then Verifone will no more frequently than once during the period of twelve (12) months from the date of shipment of such purchased Device ship a replacement Device to you. Such terms are in lieu of all warranties, express, implied or statutory, and Verifone specifically disclaims the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of third-party rights. Verifone makes no warranties that the use of the Device will be uninterrupted or error-free or that such Device will operate in conjunction with any other equipment. The express obligations of Verifone set out in this Section is in lieu of any other liability or obligation of Verifone, including, without limitation, any liability or obligation for damage, loss, or injury (whether direct, indirect, exemplary, special, consequential, or incidental) arising out of or in connection with the delivery, use, or performance of such Device. Receipt of such limited service as specified herein is your sole remedy for any such damage, loss or injury.</p>
Other Verifone Devices	<p><u>Standard Device Warranty:</u> For a period of twelve (12) months from the date of shipment of such purchased Device (“Warranty Period”), Verifone warrants that such Device shall be free from faulty workmanship and defective materials (“Standard Device Warranty”). The Standard Device Warranty is the only warranty provided by Verifone with respect to the Devices and may be modified only by a written instrument signed by Verifone and accepted by you.</p> <p><u>Out of Scope Conditions.</u> Verifone is not liable for, and the Standard Device Warranty provided herein does not apply to, defects resulting from: (i) damage due to interfacing with the Device or the Device’s components or supplies; (ii) use of the Device with your or third-party supplied software, products, interfaces, or supplies, including damage to LCD screens from “burn-in” caused by third-party software; (iii) improper installation, testing, use, or operation of the Device by someone other than Verifone; (iv) misuse, abuse, neglect, negligence, accident; (v) tampering/damage to the Device’s security label; (vi) food damage, liquid spillage or wetting the Device; (vii) vandalism; external damage due to dropping, hitting, or cracking the external shell of the Device; (viii) failure of electrical power, air conditioning or humidity control (other than while the Device is in Verifone’s possession); (ix) Devices missing integral parts of the equipment (such as SAM, printer covers, rollers, module covers); (x) evidence of insects or foreign organisms; (xi) damage from acts of nature such as fire, flood, or lightning; loss or damage in transit; (xii) improper site preparation; or (xiii) any other acts outside of Verifone’s control. Cosmetic damages (such as scratches, stains, paint, or stickers) are not covered.</p> <p><u>LIMITATIONS.</u> THE STANDARD DEVICE WARRANTY PROVIDED HEREIN DOES NOT APPLY TO DEVICES NOT MANUFACTURED BY VERIFONE, SOFTWARE, ACCESSORIES, CONSUMABLE ITEMS (E.G., BATTERIES, PAPER, RIBBONS, PLASTIC PARTS, THERMAL PRINTER HEADS, MAGNETIC HEADS), SPARE PARTS OR SERVICES, OR TO DEVICES, OR TO COMPONENTS THEREOF THAT HAVE BEEN ALTERED, MODIFIED, REPAIRED OR SERVICED IN ANY RESPECT (OTHER THAN BY VERIFONE OR ITS REPRESENTATIVES AND INCLUDING, WITHOUT LIMITATION, MAINTENANCE OR INSTALLATION BY MERCHANT OR THIRD PARTIES). THE EXPRESS STANDARD DEVICE WARRANTY OF VERIFONE STATED ABOVE APPLIES ONLY TO DEVICES USED IN THE COVERED TERRITORY; USE OUTSIDE THE COVERED TERRITORY VOIDS SUCH WARRANTY. NOTHING IN ANY DOCUMENTATION PROVIDED OR DESIGNATED BY VERIFONE WITH RESPECT TO ANY DEVICES SHALL BE DEEMED TO EXTEND OR</p>

OTHERWISE MODIFY THE STANDARD DEVICE WARRANTY PROVIDED ABOVE OR THESE WARRANTY TERMS, INCLUDING THE DURATION OF ANY WARRANTY PERIOD. IN THE EVENT OF A CONFLICT BETWEEN THESE WARRANTY TERMS AND ANY SUCH DOCUMENTATION, THESE WARRANTY TERMS SHALL CONTROL.

DISCLAIMERS. THE EXPRESS STANDARD DEVICE WARRANTY OF VERIFONE STATED ABOVE IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND VERIFONE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. VERIFONE MAKES NO WARRANTIES THAT THE USE OF THE DEVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT SUCH DEVICES WILL OPERATE IN CONJUNCTION WITH ANY OTHER EQUIPMENT. THE EXPRESS OBLIGATION OF VERIFONE STATED UNDER "DEVICE RETURNS" BELOW IS IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF VERIFONE, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE DEVICES. REPAIR OR REPLACEMENT (AT VERIFONE'S OPTION) IS MERCHANT'S SOLE REMEDY FOR ANY SUCH DAMAGE, LOSS OR INJURY.

Device Returns. If a Device procured by you under these Terms and Conditions is found during its Warranty Period to be faulty then you shall report such fault to Verifone via the Help Desk Services. If such fault cannot be resolved remotely via the Help Desk Services, then you may return a covered Device to Verifone for repair during the Warranty Period for such Device. Upon receipt of any such Device during the Warranty Period, Verifone shall (i) in Verifone's sole discretion, repair or replace such Device, and (i) ship such repaired or replaced Device to return it to its original location.

Out of Warranty Fee: In the event that a defective Device returned to Verifone is not covered under the Standard Device Warranty, you will be charged Verifone's standard repair fee for such Device.

In the event that (i) Verifone determines that any Device returned to Verifone is not defective in workmanship or materials (i.e., there is no manufacturing or design defect found or the fault is not covered by Verifone's standard warranty terms) or (B) was damaged beyond repair during shipping due to negligent packaging, then, in each case, Verifone shall be entitled to charge to you, and you agree to pay to Verifone within thirty (30) days of invoice or other written demand, Verifone's then standard Non-Return Fee plus the shipping costs for the relevant replacement Device that was sent plus applicable Taxes.

No Trouble Found: In the event that a returned Device is determined by Verifone to not be defective in workmanship or materials (i.e., there is "no trouble found"), Verifone will clean and test such Device and ship the Device back to you in accordance with its RMA process. Verifone reserves the right to charge its then-current fee for clean and test services, plus shipping, for such Devices, as quoted by Verifone from time to time.

mPOS Devices

Wireless Data Connectivity

For certain portable Devices, Verifone will include a subscriber identification module ("SIM") card with such Device and enable wireless data connectivity for such Device within its Covered Territory during the Service Term via such SIM card; provided that you acknowledge and agree that such wireless data connectivity is subject to monthly data caps determined by Verifone from time to time and you shall be responsible for the use of any wireless data connectivity in excess of such caps. For the avoidance of doubt, each Verifone-provided SIM card may only be used to facilitate the processing of payment transactions initiated on the Device with which such SIM card was included and you shall not use any Verifone-provided SIM cards with any other equipment or for any other purposes, including, without limitation, voice calls, video calling or conferencing, texting, two-way communications (whether audio or video) and/or media streaming, uploading or downloading. You assume sole liability, irrespective of whether you have acted negligently, for loss or damage of or relating to any Verifone -provided SIM card.

Supplemental Terms for Verifone Payment Solution

Verifone's Payment solution is provided on a per Device basis. The following describes certain components of the Verifone Payment Solution. The specific features include in your Payment Solution will be as specified on the applicable Order Form.

Description of Verifone Payment Solution

The following describes the Software and Services that are available in connection with the Verifone Payment Solution (as applicable, depending on the Devices, products and services identified on the Order Form).

Verifone Cloud Services

Payment Gateway	<p>Verifone's Payment Gateway is a Verifone Cloud Service. You will have access to Verifone's Payment Gateway, which provides transaction routing to enable various transaction types, as well as online reporting and other tools made available by the Payment Gateway portal.</p> <p>Verifone conducts routine maintenance to the Payment Gateway. Maintenance is generally scheduled during time periods when overall end user online activity is limited. Verifone reserves the right to shut down the Payment Gateway with no notice should emergency maintenance become necessary. Verifone reserves the right to remove any user from the Payment Gateway should Verifone determine, in its sole discretion, that the Payment Gateway has been compromised or in any way used inappropriately. In extreme cases, where a user has compromised the security of the Payment Gateway or otherwise acted in a malicious or damaging manner, removal may occur immediately without prior notification.</p> <p>Verifone's Payment Gateway is in-scope for purpose of PCI DSS.</p>
Verifone Cloud Services & Compliance	<p>The Verifone Cloud Service infrastructure forming part of the Services is annually assessed as compliant according to the PCI DSS standards. Certain of Verifone's Solutions are validated as PCI P2PE Solutions and further information will be provided on request. The components which may be PCI P2PE listed include decryption environment, the encryption methodology, the key management, the payment application, the Device, device management, application management, and the deployment services. The Services utilise payment applications that are certified and listed as PCI P2PE Payment Applications (P2PE Domain 2). Verifone Devices are all certified as PCI PTS POI with the Secure Reading and Exchange of Data (SRED) option which is a required feature to support P2PE. All Verifone Devices are EMVCo Level 1 certified for their contact and contactless interfaces; they also comply with the Level 2 requirements for contact and contactless from EMVCo and the most common card schemes. Verifone's Global P2PE Service uses end-to-end encryption techniques utilising standardised strong cryptography. The Service encrypts cardholder data from the point of interaction with the Verifone Device to the point of decryption within the Verifone Cloud Services infrastructure. The Service is compliant with the PCI P2PE standard and is created to facilitate a reduction in applicable PCI DSS controls for the merchant. Cardholder data is never exposed outside the Verifone Device within the merchant's environment. You acknowledge that PCI SSC has the ability to revoke or suspend an approval of a listed P2PE component or a P2PE Solution in its sole discretion. In the event of such revocation or suspension with respect to the P2PE Component or P2PE Solution, Verifone shall use commercially reasonable efforts to resolve any issues that arose to cause such revocation or suspension.</p>

Included Software

Verifone Payment Application	<p>Verifone will provide you with a terminal application suitable for the applicable payment device model that is designed for payment processing, including credit, debit, gift, and other electronic payments. Verifone will provide you with information regarding the supported functions of its payment applications from time to time upon request.</p> <p>Verifone's Payment Application is a terminal application designed for payment processing on Verifone Devices, including credit, debit, gift, and other electronic payments. If Verifone provides its Global</p>
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Payment Application (GPA) to you, you will have the ability to integrate to external ECR solutions via the Payment SDK APIs.

Verifone Link Application Merchants that subscribe to the Verifone Link Solution will be provided a link to an application that you will be able to download to your own iOS, android or other compatible phone device(s). To activate the service merchant will also receive login credentials. The mPOS Device provided by Verifone can be paired with such application which resides on your compatible phone device and which enables payment processing of supported credit, debit, and other electronic payments. The use of such application is governed by the terms of these Terms and Conditions.

Note: Verifone is not responsible for, and the Verifone Solution (including the Software) is not capable of, printing receipts. Merchant and/or its point of sale solution provider are responsible for printing a properly formatted receipt compliant with applicable laws. Verifone shall not be responsible for any information that is ultimately printed or displayed on merchant's receipts.

Included Verifone Services

Help Desk Services Verifone's Help Desk Services are available for the Services, Software, Devices (if any), subscribed to under these Terms and Conditions. You will be given a telephone number for the Help Desk Services, which will be available during regular support hours in the county in which Verifone's support staff are located. You are responsible for screening out all problems that have causes other than the Verifone Solution and its own qualified technicians (if any) shall be the main point of contact with the Help Desk. You shall execute any first level triage in relation to the Verifone Solution as prescribed by Verifone.

Software Update Services Verifone will make available to you software updates for the Software, including error corrections, feature enhancements, and other compliance and general industry regulation updates, if and when such updates are made generally available by Verifone to its other customers subscribing to the applicable Verifone Solution ("**Software Updates**"). You are ultimately responsible for deploying/installing Software Updates in the licensed Verifone Devices and for ensuring that its Devices have the most current version of the Software installed and you shall not refuse to accept a Software Update or otherwise circumvent or disable the acceptance of such Software Updates. Any Software Updates provided shall be licensed to you under the applicable license terms set forth in these Terms and Conditions.

Additional Optional Verifone Services

Verifone Hosted Token Service Verifone's Hosted Token Service is a Verifone Cloud Service that enables card-based tokenization capabilities such as authorization, reverse authorization, refund, post void (for transactions that have not been settled), capture, credit, settlement, balance inquiry, and other payment operations with a token. Sensitive Card Data Elements are tokenised either by your processor or by Verifone (as directed by you) and the applicable token is then returned.

Note: Additional fees may apply for token-based operations not related to payment, such as token storage or token lookup.

Verifone's Tokenization Service has been validated as PCI DSS compliant.

Verifone eCommerce Gateway Solution

Note: Verifone will confirm availability dates for specific features of the eCommerce Gateway Solution upon request.

Verifone Services

<p>eCommerce Payment Gateway</p>	<p>Verifone’s eCommerce payment gateway allows merchants to accept payments from websites, mobile phone applications, other internet-connected devices and interaction channels, and to accept payments in other remote selling environments (e.g., mail-order and call center locations).</p> <p>The E-Commerce Payment Gateway interfaces with merchant acquiring financial institutions to provide real-time authorization of transactions and reporting service functionality which enables creation of settlement files and permits merchant access to transaction history and reports.</p> <p>Access to the eCommerce Payment Gateway may be provided via one or more Payment Interfaces, such as:</p> <p>Hosted Checkout: Merchant’s websites or mobile applications link out to a Verifone-hosted payment page.</p> <p>Hosted Checkout: Merchant embeds Verifone’s hosted payment page in Merchant’s websites or mobile applications using an iFrame.</p> <p>Hosted Checkout: Merchant uses a Verifone portal to generate a single-use URL and email the link to Merchant’s customer so that the customer can complete the payment transaction on Verifone’s hosted payment page.</p> <p>API integration: Merchant obtains the customer’s payment information in Merchant’s IT Environment and transmits such information to the eCommerce Gateway using Verifone-provided APIs.</p> <p>Virtual Terminal: Merchant access a virtual terminal hosted in Verifone’s IT Environment via the Verifone portal which provides a virtual interface for Merchant to enter a customer’s payment information and submit such data for processing.</p>
<p>Verifone Hosted Token Service</p>	<p>Verifone’s Hosted Token Service is a Verifone Cloud Service that enables card-based tokenization capabilities such as authorization, reverse authorization, refund, post void (for transactions that have not been settled), capture, credit, settlement, balance inquiry, and other payment operations with a token. Sensitive Card Data Elements are tokenised either by Merchant’s processor or by Verifone (as directed by Merchant) and the applicable token is then returned.</p> <p><i>Note: Additional fees may apply for token-based operations not related to payment, such as token storage or token lookup.</i></p>
<p>Verifone Rule-Based Transaction Blocking</p>	<p>Verifone’ Rule-Based Transaction Blocking service applies proprietary algorithms to transactions processed via the eCommerce Gateway.</p> <p>These algorithms and fraud-detection mechanisms are customised to different industries and geographies, using artificial intelligence and a manual review process to optimise our ability to detect and minimise fraudulent transactions.</p>

Third-Party Services:

<p>3-D Secure Authentication</p>	<p>Three-Domain Secure (3D Secure) authentication is a service provided by CardinalCommerce Corporation, a Delaware (USA) corporation.</p> <p>This service utilises the 3D Secure security protocol established by the card brands and enables merchants to add additional security to their online transactions by requiring cardholders to authenticate their identity with their card issuer prior to authorizing payments.</p>
<p>Vesta Fraud Screening</p>	<p>Verifone offers an integration between Verifone's eCommerce Payment Gateway and a fraud screening service provided by Vesta Corporation, an Oregon (USA) corporation ("Vesta"). This service, referred to by Vesta as "Payment Protect", provides a risk assessment score for transactions processed via the eCommerce Payment Gateway.</p> <p>Vesta may from time to time offer other fraud protection services, such as its "Guaranteed Payment Service". Verifone will refer Merchant to Vesta should Merchant be interested in procuring any additional fraud protection services directly from Vesta.</p>

Supplemental General Data Protection Regulation (GDPR) Terms

These GDPR Terms shall apply if any Device or Service provided to you (also referred to herein as “Merchant”) by Verifone involves Verifone processing any personal data falling within the scope of the GDPR on behalf of Merchant. In these Supplemental Terms, each of the terms “data controller”, “data processor”, “personal data” and “processing” have the respective meaning ascribed to it in Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“GDPR”).

1. If any Device or Service provided to Merchant by Verifone involves Verifone processing any personal data falling within the scope of the GDPR on behalf of Merchant, including cardholder data (“Merchant Data”), then the Parties hereby record their intention that Merchant shall be the data controller and Verifone or a Verifone affiliate providing the relevant Service in the applicable Covered Territory shall be the data processor and, in any such case, the Parties further agree as follows:
 - (a) Merchant shall ensure that Merchant is entitled to transfer the relevant personal data to Verifone or the relevant Verifone affiliate so that Verifone or such Verifone affiliate may lawfully use, process and transfer the personal data on behalf of Merchant in accordance with applicable law and these Terms and Conditions.
 - (b) Notwithstanding anything contained in these Supplemental Terms, Merchant understands and acknowledges that Merchant is solely responsible for implementing and maintaining appropriate security measures for all systems within Merchant’s control.
 - (c) Merchant represents and warrants that by transferring or providing personal data to Verifone and by allowing Verifone to process personal data for the purposes of these Terms and Conditions, Merchant will not be in breach, and will not cause Verifone or any Verifone affiliate to be in breach, of the GDPR or any other applicable data protection laws.
 - (d) Verifone or the relevant Verifone affiliate shall only process the personal data in accordance with Merchant’s lawful and documented instructions, including as set out in these Terms and Conditions and any other agreement that may be executed between Merchant and Verifone or the relevant Verifone affiliate, unless otherwise required by applicable law. In such case, Verifone shall inform Merchant of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. If Verifone considers that an instruction infringes the GDPR or any other provision of European Union law or Member States laws and regulations relating to data protection, it shall immediately notify Merchant in writing.
 - (e) Verifone or the relevant Verifone affiliate shall take appropriate technical and organizational measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (a “Security Incident”).
 - (f) Upon becoming aware of a Security Incident affecting personal data processed on behalf of Merchant, Verifone shall notify Merchant without undue delay and shall provide reasonable cooperation as Merchant may require to fulfil any data breach reporting obligations it may have under the GDPR. Verifone shall further take such reasonably necessary measures or actions to remedy or mitigate the effects of the Security Incident and shall keep Merchant informed of all material developments in connection with the Security Incident.
 - (g) In the event of a Security Incident, Verifone will (i) investigate the Security Incident, (ii) provide Merchant with a remediation plan to address the Security Incident and to mitigate the incident and reasonably prevent any further incidents, (iii) remediate the effects of the Security Incident in accordance with such remediation plan, and (iv) reasonably cooperate with Merchant (including, but not limited to, providing audit logs) and any law enforcement or regulatory official investigating such Security Incident.
 - (h) Merchant agrees that Verifone or the relevant Verifone affiliate may subcontract the processing of the personal data to Verifone affiliates and unaffiliated third-party sub-processors (“Sub-processors”) to process

personal data under these Terms and Conditions. Additional information on Verifone affiliates and sub-Processors is available at www.verifone.com/en/us/general-data-protection-regulation-gdpr . Notwithstanding Merchant's consent to the Sub-processors, Verifone shall provide reasonable notice to Merchant of the engagement of any new Sub-processor and, if Merchant objects in writing to the new Sub-processor on reasonable grounds relating to data protection within fifteen (15) calendar days of receiving such notice, then Verifone shall either not engage that Sub-processor to process the personal data under these Terms and Conditions or will discuss such concerns in good faith with Merchant with a view to achieving resolution in accordance with the dispute resolution procedures of these Terms and Conditions (if applicable). If resolution cannot be reached, Merchant may suspend or terminate the affected processing operations (without prejudice to any fees or charges incurred by Merchant prior to the suspension or termination).

- (i) Notwithstanding the foregoing Section(b)(viii) of these Supplemental Terms, Verifone's contract with any Sub-processor shall require the Sub-processor to protect the personal data to the standards required by applicable data protection laws. Verifone shall remain responsible for any breach of these Supplemental Terms caused by a Sub-processor to the same extent it is liable under these Terms and Conditions.
- (j) With respect to any applicable Territory within the European Economic Area ("EEA") and the UK (an EEA/UK Territory, as the case may be), Merchant acknowledges that Verifone's performance of its obligations under these Terms and Conditions may involve the transfer of Merchant Data outside of that applicable Territory, including to portions of Verifone's Cloud Services Environment located outside of the EEA and/or outside the UK. Verifone shall not process (or cause to be processed) any Merchant Data originating from an EEA/UK Territory in a country that has not been designated by the European Commission (or, in the case of Merchant Data originating from the UK after the Brexit transition period, the competent UK authority) as providing an adequate level of data protection unless it has put in place such measures (including appropriate safeguards) as are necessary to ensure such transfer is in compliance with the EEA ("GDPR") and UK data protection laws, except where otherwise required by applicable law. Merchant authorises transfers of Merchant Data to Verifone affiliates located in such destinations outside of the EEA and the UK subject to such appropriate safeguards having been put in place. Additional information on Verifone affiliates is available here: www.verifone.com/en/us/general-data-protection-regulation-gdpr . Merchant appoints and authorises Verifone as its agent to sign Standard Contractual Clauses on behalf of Merchant with any non-EEA Verifone affiliate and sub-processors.
- (k) From time to time, Merchant may need to respond to a request from a data subject seeking to exercise its rights under the GDPR. In such an instance, Verifone, if requested by Merchant and insofar as it is commercially reasonable, shall provide assistance to Merchant as reasonably necessary to enable Merchant to respond to such request. In the event such a request is made directly to Verifone, Verifone shall promptly inform Merchant of the same.
- (l) To the extent that, with respect to personal data processed or to be processed by Verifone under these Terms and Conditions, Merchant is obligated to carry out data protection impact assessments and prior consultations with supervisory authorities as required under the GDPR, Verifone shall, at Merchant's cost and taking into account the nature of the processing and the information available to Verifone, provide reasonable assistance to Merchant as needed.
- (m) Verifone shall maintain adequate documentation verifying its compliance with these Supplemental Terms. Merchant acknowledges that Verifone's Cloud Services Environment is regularly audited against Payment Card Industry Data Security Standards ("PCI-DSS") by independent, third-party auditors and, upon request, Verifone shall provide a copy of its most recent Attestation of Compliance (AOC) to Merchant. Further, Verifone shall provide Merchant with written responses or documentation (at reasonable intervals and on a confidential basis) to reasonable requests for information that are necessary to confirm Verifone's compliance with these Supplemental Terms.
- (n) Verifone shall ensure that any personnel that it authorises to process the personal data shall be subject to a duty of confidentiality.
- (o) Upon expiry or termination of these Terms and Conditions, Verifone shall delete or return to Merchant the personal data (including copies) in Verifone's possession in accordance with the terms of these Terms and

Conditions. This requirement shall not apply to the extent that Verifone is required by applicable law or PCI-DSS to retain some or all of the personal data or to personal data archived on backup systems.

2. A description of the nature and purposes of the processing, the types of personal data, categories of data subjects and the duration of the processing that Verifone or Verifone affiliate may carry out on behalf of Merchant are set out further below:

- (i) Nature and purposes of the processing: The processing of personal data carried out are those necessary to enable Verifone to provide any Device or Service under these Terms and Conditions;
- (ii) Type(s) of personal data processed: In providing any Device or Service pursuant to the terms of these Terms and Conditions and any additional instructions provided by Merchant, they types of personal data collected and processed may include:

- Merchant's and its end user and cardholder's identification data (e.g., name, email, etc.),
- payment information (e.g., credit card number, expiry date, CVV, etc.),
- payment device and connectivity information (e.g., UID, IP addresses, etc.)
- transaction data (e.g., order reference, transaction time, amount, authorization) and
- similar data directly related to the processing of personal data on behalf of Merchant;

(iii) Categories of data subjects: The personal data to be processed on-behalf of Merchant may include, but is not limited to, the following categories of data subjects: Merchant's and its end user and shoppers (e.g., cardholder, payer, consumer); and Merchant's employees, agents, consultants, service providers if applicable vendors;

(iv) Duration of processing: The personal data will be processed for the duration of the term of these Terms and Conditions unless otherwise agreed between the Parties or required by applicable law or regulation.

3. Information regarding the processing of personal data carried out by Verifone as Data Controller. Verifone processes personal data of Merchant, acting as data controller, and especially those relating to Merchant's employees (in particular identification data), for the purposes of managing the business relationship (invoicing, order process, etc.), complying with legal obligations, security and business continuity, optimization of the services and management/creation of access accounts. Further, notwithstanding Clause 1 above, Verifone processes personal data relating to customer data subjects of Merchant, acting as data controller, for security and fraud screening purposes. These processing are carried out for the performance of these Terms and Conditions and/or are based on Verifone's legitimate interest. These personal data are necessary to enable Verifone to fulfil its obligations under these Terms and Conditions. If Merchant does not provide to Verifone the personal data, Verifone will not be able to fulfil its obligations under these Terms and Conditions. These personal data may be disclosed to Verifone's internal services, affiliates and Verifone's Data Processor(s). In addition, the personal data may be transferred outside the EEA and/or the UK, in particular to the United States, to Verifone affiliates and data processors on the basis of the Standard Contractual Clauses executed with those parties. These personal data will be retained for the duration of these Terms and Conditions and, if necessary, longer to fulfil the purposes for which they are collected or to exercise, established or defend legal claims, and may be archived for administrative and/or probative purposes. In accordance with applicable data protection laws, data subject has the right to access, rectify, erase, restrict, object, request the portability or their personal data and the right to set guidelines on their personal data in case of death, together with the right to lodge a complaint before the competent supervisory authority. Data subject may exercise its rights by writing to: privacy@verifone.com. For more information regarding the processing of personal data carried out by Verifone, please click on this link: www.verifone.com/us/gdpr-privacy-policy.

Insofar as Verifone is not in a direct relationship with the data subject whose personal data are collected, Merchant undertakes to provide its employees concerned by the processing operations with all information relating to the processing of their personal data for the purposes described above.

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