



## Verifone Central Terms of Use

Last Modified: March 14, 2023

### **1. Acceptance of the Terms of Use**

- (a) These terms of use are entered into by and between You and VeriFone, Inc. (“**Company**,” “**we**,” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms of Use**”) govern your access to and use of Verifone Central, including any content, functionality, sandboxes, products, services, or any component of any of the foregoing offered on or through Verifone Central (the “**Portal**”). Please read the Terms of Use carefully before you start to use the Portal. **By clicking to accept or agree to the Terms of Use and using the Portal, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://www.verifone.com/en/privacy>, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Portal.
- (b) For purposes of these Terms of Use, “**you**” or “**your**” are used herein to refer to you personally and to the company or other legal entity on behalf or for the benefit of whom you are using the Portal and any other agent or representative of such legal entity who accesses the Portal. By accepting these Terms of Use or using the Portal, you confirm that you have the authority to legally bind the company or other legal entity on behalf of or for the benefit of whom you are using the Portal.
- (c) These Terms of Use supplement any rights or obligations you have assumed under a separate agreement with the Company or any of its affiliates governing your use of any content, functionality, sandbox, product, service or any component of any of the foregoing that may be accessible through the Portal (any such agreement, a “**Customer Agreement**”). In the event of any conflict between these Terms of Use and a Customer Agreement, the Customer Agreement will control.

### **2. Accessing the Portal and Account Security**

- (a) To access the Portal or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Portal that all the information you provide on the Portal is correct, current, and complete. You agree that all information you provide to register with this Portal or otherwise is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.
- (b) You are responsible for (a) making all arrangements necessary for you to have access to the Portal, (b) ensuring that all persons who access the Portal through your internet connection are aware of these Terms of Use and comply with them, (c) all activities that occur under your account, and (d) any data you submit through the Portal, including any data related to test transactions.
- (c) You acknowledge that your account is personal to you and agree not to provide any other person with access to this Portal or portions of it using your user name, password, or other

security information and you must treat such security information as confidential and you must not disclose it to any other person or entity. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session.

- (d) We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use. You acknowledge that your loss of access to the Portal may result in your loss of access to certain products or services and the Company and its affiliates will have no liability for such loss.
- (e) We reserve the right to withdraw or the Portal and any functionality, service, product, sandbox, or material we provide on the Portal in our sole discretion without notice. We will not be liable if for any reason all or any part of the Portal is unavailable at any time or for any period. We may restrict access to part or all of the Portal from time to time.
- (f) Access to the Portal may be unavailable without notice at certain times, including when systems require maintenance or upgrades, or in the case of unforeseen circumstances. The Company will not be responsible for the lack of availability of the Portal or for any damages that may result from such lack of availability.

### **3. Sandbox Environments**

The Company may make sandbox accounts available to you through the Portal for purposes of developing an integration to the Company's products (a "**Sandbox Account**"). The Company has no obligation to maintain test data on its services and will delete from its systems any such data in connection with its deletion of the Sandbox Account, which the Company may do on regular intervals and without notice. You may submit or upload only simulated test data on or through the Sandbox Account and not genuine customer data, real names, addresses, or other personally identifiable information. Load testing the Sandbox Account or any system accessible through the Sandbox Account is prohibited. The Company will not monitor or validate any information submitted or uploaded on or through the Sandbox Account.

### **4. Intellectual Property Rights**

- (a) The Portal may contain copyrighted works, trademarks and other proprietary material owned by the Company, its licensors and/or its third party service providers ("**Proprietary Materials**"). The Company, its licensors and/or third party service providers reserve all intellectual property rights and any other proprietary rights in such Proprietary Materials. Your Customer Agreement sets forth any rights you may have in the Proprietary Materials and any use of such Proprietary Materials that is not expressly authorized by such Customer Agreement is hereby prohibited. These Terms of Use do not grant you any rights in such Proprietary Materials other than the right to view such Proprietary Materials (in object form only in the case of any software) for testing and evaluation purposes only.
- (b) Unless permitted by the terms of your Customer Agreement or otherwise authorized by the Company in writing, you must not: (i) reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Portal, (ii) delete or alter any copyright, trademark, or other

proprietary rights notices from copies of materials from the Portal, (iii) commercialize or otherwise put into production any integrations to the Company's products or services.

- (c) If you provide any feedback or other information via the Portal or otherwise about the Portal, such as questions, comments, suggestions or similar (collectively "**Feedback**"), such Feedback will be deemed to be non-confidential and the Company will have no obligation of any kind with respect to such Feedback and will be free to reproduce, use, disclose and distribute the Feedback to others without limitation or payment to you. The Company will be free to use any ideas, concepts, know-how or techniques contained in the Feedback for any purpose whatsoever including (without limitation) to develop, manufacture and market products incorporating such Feedback.

## **5. Trademarks**

The Company name and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on the Portal are the trademarks of their respective owners.

## **6. Prohibited Uses**

- (a) You may use the Portal only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Portal:
  - (i) in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
  - (ii) for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
  - (iii) to impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity; or
  - (iv) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Portal or that may harm the Company or users of the Portal or expose them to liability.
- (b) Additionally, you agree not to:
  - (i) use the Portal in any manner that could disable, overburden, damage, or impair the site or interfere with any other person's use of the Portal, including their ability to engage in real time activities through the Portal;
  - (ii) use any robot, spider, or other automatic device, process, or means to access the Portal for any purpose, including monitoring or copying any of the material on the Portal;
  - (iii) use any manual process to monitor or copy any of the material on the Portal, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent;
  - (iv) use any device, software, or routine that interferes with the proper working of the Portal;

- (v) introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- (vi) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Portal, the server on which the Portal is stored, or any server, computer, or database connected to the Portal;
- (vii) attack the Portal via a denial-of-service attack or a distributed denial-of-service attack; or
- (viii) otherwise attempt to interfere with the proper working of the Portal.

## **7. Confidentiality**

You hereby acknowledge that all information available through the Portal is confidential and your use thereof is subject to any confidentiality provisions set forth in your Customer Agreement and any other confidentiality or non-disclosure agreement between you and the Company or any of its affiliates. If you do not have a Customer Agreement or other confidentiality or non-disclosure agreement with the Company or any of its affiliates, then the information available through the Portal is subject to the confidentiality provisions set forth in the Verifone Standard Terms and Conditions available at <https://www.verifone.com/en/terms>.

## **8. Reliance on Information Posted**

Except as set forth in your Customer Agreement or otherwise agreed in writing between you and the Company, the information presented on or through the Portal is made available solely for general information purposes and any of the material on the Portal may be out of date at any given time, and we are under no obligation to update such material. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Portal, or by anyone who may be informed of any of its contents.

## **9. Links from the Portal**

If the Portal contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party sites linked to this Portal, you do so entirely at your own risk and subject to the terms and conditions of use for such sites.

## **10. Restrictions**

You will not use, or allow others to use, the Portal if you or they (a) are identified on the Office of Foreign Assets Control's Specially Designated Nationals List, (b) are placed on the U.S. Department of Commerce's Denied Persons List or Entity List or any other U.S. export control list, (c) are located in a country subject to comprehensive U.S. trade sanctions, (d) are prohibited by applicable law from doing so, or (e) have had your or their right to use the Portal suspended or disabled. You will not, and will not allow others to, use, distribute or transfer, any content, functionality, product, service or any component of any of the foregoing accessible through the Portal in any manner that violates applicable law, including all applicable export control and trade sanctions laws of the United States and any other applicable governmental authority.

## **11. Disclaimer of Warranties**

YOUR USE OF THE PORTAL, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL IS AT YOUR OWN RISK. THE PORTAL, ITS CONTENT, AND ANY PRODUCTS, SERVICES, SANDBOXES, OR OTHER ITEMS OBTAINED THROUGH THE PORTAL ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PORTAL. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE PORTAL, ITS CONTENT, OR ANY PRODUCTS, SERVICES, SANDBOXES, OR OTHER ITEMS OBTAINED THROUGH THE PORTAL WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE PORTAL OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **12. Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PORTAL, ANY PORTALS LINKED TO IT, ANY CONTENT ON THE PORTAL (INCLUDING PRODUCTS, SERVICES, SANDBOXES, AND OTHER ITEMS) OR SUCH OTHER PORTALS. THE FOREGOING LIMITATION APPLIES TO ALL CLAIMS, INCLUDING CLAIMS FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **13. Indemnification**

You agree to defend, indemnify, and hold the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys’ fees) arising out of or relating to your violation of these Terms of Use or your use of the Portal, including, but

not limited to, any use of the Portal's content, information services, sandboxes, and other products other than as expressly authorized in these Terms of Use or your Customer Agreement.

#### **14. Governing Law and Jurisdiction**

These Terms of Use will be governed by and interpreted in accordance with the laws of the State of New York. You irrevocably and unconditionally agree that, except in accordance with Section 15 below, you will not commence any action, litigation, or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Company or any of its affiliates or any of its or such affiliates' directors, officers, employees, contractors, or agents in any relating to these Terms of Use or the Portal in any forum other than the courts of the State of New York sitting in New York County, and of the United States District Court for the Southern District of New York, and any appellate court from any thereof, and each of the parties hereby unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation, or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such federal court. Each of the parties agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in these Terms of Use shall affect any right that the Company may otherwise have to bring any action or proceeding relating to these Terms of Use against you or your properties in the courts of any other jurisdiction.

#### **15. Arbitration**

Notwithstanding the foregoing, except with respect to claims for injunctive or equitable relief, any dispute, claim or controversy arising out of or relating in any way to these Terms of Use or the interpretation, application, enforcement, breach, termination, or validity thereof (including any claim of inducement of these Terms of Use by fraud and including determination of the scope or applicability of these Terms to arbitrate) or its subject matter (collectively, "**Disputes**") will be determined by binding arbitration before one arbitrator. YOU MAY NOT PURSUE ANY CLAIM AGAINST THE COMPANY AS A CLASS ACTION, CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION. CLAIMS REGARDING ANY DISPUTE AND REMEDIES SOUGHT AS PART OF A CLASS ACTION, CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION MUST BE BROUGHT ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS. The arbitration will be administered by JAMS conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the date you accepted these Terms of Use, including Rules 16.1 and 16.2 of those Rules. Notwithstanding anything to the contrary in these Terms, the Federal Arbitration Act (9 U.S.C. §§1-16) will govern the arbitrability of all Disputes. The arbitration will be held in New York, New York, USA, and it will be conducted in the English language. The parties will maintain the confidential nature of the arbitration proceeding and any award (including the hearing, arguments raised in the arbitration, documents filed or produced in the arbitration, and all other information related thereto) except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with court proceedings exclusively for injunctive or equitable relief, a court application for a preliminary remedy in aid of arbitration, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The arbitrator will have authority to award compensatory damages only and will not award any punitive, exemplary, or multiple damages, and the parties

waive any right to recover any such damages. Judgment on any award in arbitration may be entered in any court of competent jurisdiction. Notwithstanding the above, each party will have recourse to any court of competent jurisdiction to seek provisional remedies in aid of arbitration and/or to enforce arbitration orders for injunctive and other equitable relief.

**16. Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE PORTAL MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**17. Waiver and Severability**

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

**18. Entire Agreement**

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and the Company regarding the Portal and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Portal.

**19. Notices**

You shall send notices to the Company at the following address, or such other address as shall have been given to you in writing: VeriFone, Inc. c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808, email: legalnotices@verifone.com.

**20. Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Portal thereafter. Your continued use of the Portal following the posting of revised Terms of Use means that you accept and agree to the changes.