

## Verifone payment devices and services general terms and conditions

### 1. Scope

#### 1.1 Application of terms and conditions

These terms and conditions shall be applied to all products and services supplied to clients by Verifone Finland Oy or companies operating under the same corporation (later referred to as Verifone). The terms and conditions shall be applied to all companies within the same group as the client that Verifone supplies products and services to. These terms and conditions shall apply unless a written agreement stating otherwise exists between the client and Verifone.

### 2 Taking effect and transferring the contract

#### 2.1 Taking effect

A written contract of the service shall be signed by the parties. The contract shall come to effect upon both parties signing the contract or upon Verifone's approval of the Client's order.

#### 2.2 Contracts made by a Verifone dealer

In case Verifone observes that errors have been made in the drawing up of a contract, Verifone has the right to rectify such errors. The Client will immediately be notified of any changes. If such changes weaken the position of the Client, the Client has the right to rescind the contract.

#### 2.3 Transferring the contract

Neither party has the right to transfer the contract to a third party without prior written consent from the other party. Both parties shall, however, have the right to transfer the contract, either partially or wholly, to another party within the same group or to a third party to whom the business as referred to in the contract is transferred. The party shall in advance inform the other party of the transfer. In addition, Verifone has the right to transfer to a third party any receivables based on the contract. Following notification of transfer of receivables, payment is only effective if made to the recipient of the transfer.

### 3 Delivery of a service or product

#### 3.1 Time of delivery

Verifone shall deliver the service or product at the agreed time or, if no explicit agreement about time of delivery has been made, within a reasonable period of time after the contract has come to effect or an order has been placed.

#### 3.2 Acceptance of delivery

The client shall inspect the service or product and any associated devices delivered to the client immediately following delivery. The delivery shall be deemed accepted when the client pays the invoice related to the delivery or two (2) weeks from delivery at the latest. Eventual claims must be submitted in written form. Regardless of a claim, the delivery shall be deemed accepted unless the service contains an error of the type mentioned in section 6.1. The Client shall be liable for any costs relating to the inspection and the testing of the operating environment and devices not included in the service and any resulting measures.

#### 3.3 The Client's duty to contribute

The Client shall make available to Verifone the information required for the pre-installation of each service or product according to the agreed timetable, but no later than two (2) weeks before the time of installation, and in a timely manner notify Verifone of any changes to the information they have provided or other issues relating to the performance of the service. The information must be provided in the manner requested by Verifone. The Client shall be responsible for the accuracy of the information provided to Verifone.

#### 3.4 Delay due to Client

Verifone retains the right to charge for the use of the service in the event delivery of the service has not been possible because of delay due to Client. If the service is delivered after the agreed time of delivery because of a delay due to the Client, Verifone retains the right to choose an appropriate time of delivery.

### 4 Production and use of Service

#### 4.1 Production of Service and changes

In producing the Service described in the agreement, Verifone uses its own methods in a manner it deems best and uses subcontractors to produce the Service. The party shall be responsible for the performance of the subcontractor in the same manner as for its own performance. Verifone retains the right to make changes that affect the technology and use of the Service. If such changes require modification of the Client's devices or software, the Client shall be responsible for arranging such modifications and for the costs

involved. Verifone shall inform the Client of any such changes in a timely manner and no later than two months in advance. The cost of any changes made to the content of the Service due to a Client request shall be determined by Verifone.

**4.2 Content of the Service and specific terms applied to the Service**  
The content of the Service and specific terms that are applied to it are set forth in the service contract and its annexes, including current Verifone service descriptions. Information contained in brochures or other marketing materials shall not be considered service descriptions and shall not bind Verifone to any obligation.

#### 4.3 Software and document usage rights

Ownership of and intellectual property rights to software, documents, testing material and information, and their modified versions are the sole property of Verifone or third parties (ie. a Verifone principal or subcontractor) and the Client has no right, without prior written consent from Verifone, to copy, translate or in any way modify the material, documents or software, or transfer them to a third party, or use the software for the purpose of producing services to third parties unless compelled by legislation. Verifone grants the Client the right to use, in the course of commercial activity, the software services and service materials delivered per the Verifone contract, for the duration of the contract. The Client and third parties acting on behalf of the Client do, however, have the right to continue to use, after the termination of the contract, any material acquired through the software service containing material pertaining to the Client as well as material created for the Client, e.g. reporting data. Upon the termination of usage rights, the Client must, at his own expense, either return or per Verifone's request destroy all original and duplicate copies, data mediums and documentation in his possession.

#### 4.4 Client hardware, software and data connections

The Client shall be responsible for acquiring and maintaining in proper operating condition all hardware and software not included in the contract. The Client shall, at his own expense and risk, obtain and arrange to have installed in his places of business any and all data connections required for the use of the service.

#### 4.5 Using the payment device

The Client shall be responsible for ensuring that only payment cards issued by card companies that the Client has an agreement with are used in the payment device.

### 5 Security and standards

#### 5.1 Services for handling card data

Verifone commits to ensuring that Verifone services that process payment card material are in compliance with current mandatory payment card industry security measures and standards concerning the service in question.

#### 5.2 Integration of payment device into the POS system

If the payment device is integrated into the Client's POS system using Verifone's current sales interface, Verifone commits to ensuring that payment devices do not send unencrypted card numbers or other sensitive card data into the Client's POS system or local network.

#### 5.3 Payment devices included in the Service

Verifone commits to ensuring that during the fixed contract period all payment devices included in the Service meet all mandatory data security requirements and standards affecting payment devices as set forth by the payment card industry. Verifone's obligations in case of payment device error or malfunction are set forth in section 15.1.

#### 5.4 Payment terminals for purchase by the Client

Verifone commits to ensuring that all payment terminals offered for purchase by the Client meet, at the moment of purchase, all mandatory data security requirements and standards affecting payment devices as set forth by the payment card industry. Verifone's obligations in case of payment device error or malfunction are set forth in section 14.3.

### 6 Service error; service maintenance and error correction

#### 6.1 Service error

The Service is deemed to have an error if it significantly deviates from the features specified in the service contract and this deviation significantly impedes its use. Verifone guarantees neither uninterrupted availability of the service nor that possible interruptions or errors will be dealt with by any preset deadline.

#### 6.2 Service maintenance and error correction

The Supplier maintains the service in proper operating condition as set forth in the contract and corrects errors in the service as soon as possible. The supplier has the right to, without prior notice, temporarily suspend production of the service in the case of an acute security error. The Supplier shall inform the Client of the situation as soon as possible. The supplier has the right, provided that he has notified the Client at least one week in advance, to temporarily suspend the service if necessary for the purpose of construction, repair or maintenance work. The Supplier shall do his best to ensure that the interruption is short lived and causes the Client the least possible amount of inconvenience. Advance notification is given either via the service's user interface, Verifone's website or another method previously agreed on. Verifone's responsibility is limited to repairing the error in the manner set forth above.

#### 6.3 Restrictions to maintenance

Correction of errors caused by circumstances that are the Client's responsibility or beyond Verifone's control is not included in the maintenance service. Verifone shall charge separately for the correction of such an error, including errors caused by

6.3.1 misuse of the service, careless or negligent compliance with the guidelines regarding the use or maintenance of the service or service environment requirements, or

6.3.2 devices, data connections, software or settings not included in the scope of the service or changes or repairs made by an entity other than Verifone.

#### 6.4 Error correction

Verifone's liability for service errors is limited to repairing a faulty service that is under Verifone's responsibility. Verifone's liability for device errors is limited by Verifone's responsibilities according to sections 14.3 and 15.1.

## 7 Violations of intellectual property rights

### 7.1 Verifone's responsibility regarding intellectual property rights

Verifone is responsible for ensuring that the services it supplies do not violate current intellectual property rights in Finland during the term of the contract.

### 7.2 Defending rights

If legal action is taken against the client or demands are made on the basis that the use in Finland of a service supplied by Verifone violates an intellectual property right, Verifone shall provide the client with defensive action it deems most appropriate and will reimburse the client for compensatory damages the client is sentenced to pay. The Client does not, without prior written consent from Verifone, have the right to settle or in other ways negotiate with the plaintiff or complainant. Verifone's liability is conditional on the client, immediately upon receiving knowledge of such claims, giving Verifone written notification of the claims, officially granting Verifone the right to represent the client in the matter and offering Verifone all the information and assistance needed in the handling of the matter.

### 7.3 Rectification of an established violation

If a violation of intellectual property rights described in section 7.2 has been legally established or if Verifone deems a violation likely, Verifone shall, at its own discretion and expense, acquire the right to continue the use of the service or part of the service, replace the service with a corresponding product that does not violate the aforementioned rights, or change the service in such a way that it is no longer in violation. In the instance Verifone also retains the right to cease the production of the service without notice. Verifone's liability in the case of a violation of intellectual property rights is limited to actions set forth in this article 7.

### 7.4 Limited liability

Verifone shall not be held liable for violations of intellectual property rights caused by the service having been changed or used for purposes it was not intended or approved for, or by the service being used in conjunction with a product or service supplied by another supplier, or against Verifone's instructions.

## 8 User information

### 8.1 Client's user information

Verifone has, after consulting the client, the right to choose the user names, numbers, addresses and other identification data (further referred to as User profile) the client will use in conjunction with the service.

### 8.2 User profile management

Verifone will create the Client one User profile for the service, with the aid of which the client will manage and administrate other users' user profiles.

### 8.3 Modifying User profiles at the client's request

Upon request and for a fee, the client's user profile may be modified, provided that it is technically possible and does not cause Verifone or a third party undue inconvenience.

### 8.4 Verifone's right to modify User profiles

Verifone has the right to modify User profiles if

8.4.1 it is mandated by authority request or reasons relating to service function or technological demands. Verifone shall notify the client of such changes at least two (2) months prior to the change becoming effective; or

8.4.2 Verifone is justified in presuming it is necessary to ensure the security of the service or the client's information. Verifone shall notify the client as soon as possible of changes made for security reasons. Primary means of notification is the e-mail address provided by the client.

## 9 Client information and its use

### 9.1 Providing information

Prior to the activation of the service, the client must provide Verifone with all the information Verifone has requested for activating the service (further referred to as Client information) and verify the accuracy of the recorded information. The client shall without delay inform Verifone of any changes to its Client information. It is the responsibility of the client to ensure that all persons registered by the client as service users are aware of the submission to Verifone of Client information that concerns them.

### 9.2 Release of Client information and User profiles

Verifone has the right to release Client information and User profiles in the scope mandated by current legislation.

## 10 Reimbursement of costs and damages

### 10.1 Damage caused by fault

One party is liable to compensate the other party for immediate damages caused by fault on the part of one party as demonstrated by the other party. A party's liability per month is limited to a sum corresponding to the portion of the monthly invoice attributed to the faulty part of the service based on average monthly billing in the six months preceding the fault. If the contract has been in effect less than six months prior to the damage occurring, maximum compensation is calculated on the basis of average monthly billing during the time the contract has been in effect. If one party, either on the basis of the contract or otherwise, is for breach of contract obligated to pay to the other party compensation in the form of a fine, reimbursement or other standard form of compensation whose calculation basis is defined in the contract, the party's compensatory obligation is limited by the amount of such a fine or standard form of compensation. The maximum total liability for one party for damages caused during a calendar year is limited to the equivalent of six (6) times the actual average monthly billing excluding value-added tax for the year in question or a shorter period of time.

### 10.2 Liability limitations

A party shall not be liable for consequential damages or damages that the party cannot reasonably have foreseen. Nor shall a party be obliged to compensate for damages caused by matters that are the responsibility of the other party or a third party (e.g. damages caused by the actions of the client, the service user, another telecommunications company or service producer or devices, data connections or software that they are responsible for) nor for damages caused by matters not under the control of the party (e.g. disturbances in voltage, thunder, electrical grid, fire, water damage or damage caused by other accidents). If the payment device malfunctions and the payment card transactions stored in its memory are lost, the party is not liable for the resulting financial loss. The party is not obliged to compensate for exercising its rights as set forth in this contract, such as problems caused by a temporary suspension of service as described in section 6.2. The party's total liability is limited to compensating for damages described in this article 10.

### 10.3 Liabilities involving payment card material

The supplier's liability for faulty or undelivered payment card material ends when the company that the client has contracted to receive the payment card material refuses, in accordance with the agreement it has with its own client, to receive obsolete payment card material.

### 10.4 Demanding compensation

A demand for compensation must be made within a reasonable period of time from the moment the damage was first noted or should have been noted, but no later than one (1) year after the alleged damage has occurred. In the case of a device, demand for compensation must be made within one (1) year from the delivery of the device.

### 10.5 Malfunctions in devices managed by the client

If the client, disregarding section 4.4, connects to the service faulty or disturbance-causing devices, settings or software or if the malfunction reported by the client is caused by devices, data connections, settings or software managed by the client, the client is

obliged to reimburse Verifone for eventual damages and the cost of finding the source of the malfunction.

### 11 Payments and billing

#### 11.1 Service fees

The amounts and the billing periods of the fees that the Client shall pay to Verifone for the service and its use are defined in the contract or the price list. Service activation fees and the first billing period will be billed at the time of delivery.

#### 11.2 Product fees

The client shall pay Verifone for products according to the current price list or as agreed in the contract. Products will be billed at time of delivery.

#### 11.3 Payment schedule

Payment terms are 14 days net. Payments shall be made no later than the due date marked on the invoice. By paying the invoice the client accepts these terms. If a credit limit specified with the client is exceeded, or there is an unusually large number of payments during a billing period, Verifone may send the client an invoice that deviates from the normal billing schedule. In the case of late payments, Verifone has the right to charge, in addition to collection and handling costs, an annual interest from the due date for late payments at a rate that complies with current usury laws. If the client has not paid outstanding invoices despite payment notifications and the service has been suspended, all other amounts owed for the services shall, whether or not due, become payable immediately.

#### 11.4 Advance payment or security

Verifone has the right to verify the client's credit information and to demand an advance payment or security of an amount to be agreed on together with the client if, based on the client's credit information, payment history or other justified reason, Verifone deems it necessary in order to secure its claims. Verifone shall not pay interest on advance or security payments. Verifone has the right to collect its outstanding invoices, including late payment interest and collection costs, from the advance or security payment.

#### 11.5 Invoice notices

Notice period for invoices is eight (8) days. Eventual notices regarding an invoice must be submitted in writing before the due date. Even if the client has submitted a notice, the uncontested part of the invoice must be paid by the due date. If, upon inspection, the notice is deemed unfounded, the client must pay the invoice, including late payment interest, within two weeks of being notified of the result of the inspection.

#### 11.6 Standard fee

Verifone is entitled to collect, in accordance with the price list or the contract, a fixed, time-based standard fee independently from the delivery of each device or part of service. Standard fees are billed in advance each billing period. The standard fee is also applied during periods of inactivity or service suspension. If the service contract is terminated in the middle of a billing period, the standard fee is collected for the entire period and is non-returnable.

#### 11.7 Invoice details

Verifone shall, at the client's request, provide detailed information regarding invoicing to the extent that it is technically and legally possible. If the client requests itemisation, which requires repetitive manual input, Verifone retains the right to charge separately for itemising according to the price list.

#### 11.8 Changes to price list

Verifone retains the right to make changes to its price lists as well as the fees collected for the use of the service. A written notification of an increase in fees shall be sent to the last billing or e-mail address given by the client. The client has the right to terminate the contract immediately upon the increase in fees taking effect. If the client's service contract is fixed term, the increase in fees regarding the service will take effect after the contract period.

### 12 Suspension of service

#### 12.1 The Client's right to ask for suspension of service

If the client has an indefinite contract, Verifone may suspend the service for a fixed period at the client's request. For suspending and reactivating the service, Verifone will collect a fee according to the price list. If the service also includes payment devices or other devices, they may be temporarily returned to Verifone if this is agreed on separately.

#### 12.2 Verifone's right to suspend the service

Verifone has the right to suspend all the client's services, if

- the client has not paid outstanding Verifone invoices despite a payment notification
- it is discovered that the client has supplied false information in connection with service activation

- the client exceeds the credit limit that has been agreed on with Verifone
- the client is unable to make an advance or security payment as described in section 11.4 within one week of being asked to do so
- the client is being liquidated, has begun restructuring proceedings or declared bankruptcy, has applied for a public summons to creditors or in another manner been declared insolvent,
- the client has caused disturbances in Verifone's services or to other users or continues, despite being notified, to use faulty devices or software,
- the client, despite being notified, is unable to fulfil his contractual obligations or substantially violates such obligations,
- the client has, according to the trade registry or another relevant registry, ceased to exist or
- the client cannot be reached in order to clarify a matter regarding this contract.

If the client submits a written notice to Verifone regarding an invoice and pays the uncontested part of the invoice, Verifone shall not suspend the service for non-payment of the contested part of the invoice during the time the notice is being investigated.

### 13 Termination of this contract

#### 13.1 Indefinite contracts

An indefinite contract may be terminated with three (3) months' notice.

#### 13.2 The client's right to rescind the contract

The client has the right to rescind the contract if the service significantly deviates from the agreed and Verifone is unable to rectify the situation or re-deliver within a reasonable period of time from receiving written notice from the client, or if delivery of the service is significantly delayed due to Verifone's actions. The client's right to rescind only applies to the faulty or delayed part of the service.

#### 13.3 Verifone's right to rescind the contract

Verifone may rescind the contract either wholly or partially, if

- the service has been suspended by client request for more than a year,
- the service has been suspended for reasons mentioned in section 12.2 for more than a month or
- the client has materially violated contractual obligations and is unable to rectify the situation within fourteen (14) days from receiving written notice from Verifone.

#### 13.4 Notice of termination

Notice of termination must be given in writing.

#### 13.5 Cessation of service production

Verifone shall retain the right to cease production of the service or its feature for a legitimate reason. In such an instance, Verifone has the right to terminate such parts of the contract as regard the ceased service or feature provided the client is given reasonable advance notice.

### 14 Specific terms regarding client-owned payment devices

Terms 14.1 - 14.3 shall apply to payment devices sold to the client by Verifone as well as services offered for these devices.

#### 14.1 Services connected to payment devices

When purchasing a payment device, the client must also order a Software license and Verifone Routing service

The Software license covers the following:

- The latest software updates for the payment device
- Customer service through a paid service number
- Storage and availability of the client's pre-installation information from Verifone's download centre
- Verifone charges the Software license in advance beginning the month of the activation of the payment device (see section 11.6)

#### 14.2 Ownership

Ownership of a payment device or other device is transferred to the client when the sales price has been paid in full. If the payment device comes with software developed by Verifone, the client will only be granted usage rights to it. Usage rights are valid as long as the client has a valid Software license.

#### 14.3 Payment device warranty

The payment device has a warranty period of twelve (12) months from the date of delivery covering material and manufacturing. Verifone will repair or replace a faulty payment device or faulty part within fifteen (15) days of the device being delivered to Verifone's device service. If Verifone's service personnel detects that the malfunction has been caused by, for example, an accident, external individual, fire, damage resulting from issues with air conditioning, electricity or lightning, water damage or another similar event, changes in operating conditions or inappropriate use of the device,

the client will be responsible for all service costs. The client is responsible for the cost of transporting the device. Verifone's liability regarding payment device faults and errors is limited to the obligation to repair or replace as described in this section 14.3.

## 15 Specific terms relating to the payment device included in the service

Terms 15.1 - 15.3 are applied to payment devices that Verifone supplies to the client as a service on a monthly fee basis.

### 15.1 Payment device malfunction

If the payment device malfunctions, the Client is obligated to deliver the faulty device to Verifone's device service. The Client is responsible for the cost of shipping the device. Verifone shall repair or supply the Client with a replacement device in equal condition within three (3) business days (mon-fri). If Verifone's service personnel detects that the malfunction has been caused by, for example, an accident, external individual, fire, damage resulting from issues with air conditioning, electricity or lightning, water damage or another similar event, changes in operating conditions or inappropriate use of the device, the client will be responsible for all service costs. Verifone's liability regarding payment device faults and errors is limited to the obligation to repair or replace as described in this section 15.1.

### 15.2 Service costs

After 36 months the customer will be responsible for the service costs of payment devices.

### 15.3 Replacing a payment device

If the payment device model selected for the service does not after the fixed contract period comply with the payment industry's current information security regulations and standards, Verifone has the right to request that the Client replace the payment devices in use with a replacement model. Verifone shall inform the client of the need to replace as soon as it is made aware of the need. The Client shall replace the payment devices within (6) six months of being notified. All costs relating to the replacement of the payment device shall be the Client's responsibility.

## 16 Specific terms regarding the Premium+ service

### 16.1 Service

If the Client notifies Verifone of a payment device malfunction before 12.00 on a business day, a replacement device will be shipped on that same day. If the client notifies Verifone of a device malfunction after 12.00 or on a non-business day, a replacement device will be shipped on the next business day. The client shall immediately deliver the malfunctioning payment device to Verifone; if delivery takes more than 7 business days, extra charges will apply.

### 16.2 Device security

If a payment device malfunction is discovered to be the customer's responsibility, the client pays a fixed deductible for each payment device as set forth in the contract. Device security is valid through the fixed contract period (24 months).

### 16.3 Replacement of payment device

The client has the right to change payment device type (desktop ↔ portable) free of charge once during the fixed contract period.

## 17 Specific terms regarding backup device requirements

### 17.1 Client's backup devices

Verifone is not required to keep backup devices in stock. It is the client's responsibility to acquire any eventual backup devices to ensure continuous payment device function.

### 17.2 Backup device compatibility

Backup devices are only compatible with payment device models of the same type. If the client's primary payment devices are replaced with another model, the client is responsible for any costs involving the replacement of backup devices. The client is responsible for the accuracy of information entered into the backup device.

## 18 Specific terms regarding short-term service payment devices

Terms 18.1 - 18.2 apply to a Verifone client's short-term service payment devices.

### 18.1 Returning a payment device

The Client must return all devices connected to the service to Verifone no later than two (2) weeks from the termination of a short-term service. If devices are not returned promptly, Verifone has the right to charge the client for the devices. The Client is responsible for ensuring that all returned devices are clear of unprocessed card material.

### 18.2 Damaged payment device

If Verifone's service personnel detects that a payment device is damaged and the damage has been caused by, for example, an accident, external individual, fire, damage resulting from issues with air conditioning, electricity or lightning, water damage or another similar event, changes in operating conditions or inappropriate use of the device, the client will be responsible for all service costs.

## 19 Specific terms regarding Verifone Reporting Service

### 19.1 Responsibilities relating to the processing of card material

The client is primarily responsible for clearing all issues detected in Verifone Reporting Service. If during the handling of a support request it is discovered that clearing the issue falls under Verifone's responsibility, the client will be notified. If the client wishes Verifone to automatically respond to issues arising in the transfer of funds, this must be agreed to separately.

### 19.2 Clearing issues in transfer of funds

Verifone retains the right to charge the client the list price for clearing fund transfer issues not under Verifone's control. Verifone is not responsible for costs caused by delays in the clearing of issues that are the client's responsibility.

### 19.3 Transmitting card payments

Verifone retains the right to select the technological solutions used to transmit payment material to card payment recipients of the client's choosing.

### 19.4 Service user name and password

The client shall be responsible for the security of his user name and password and for all damages caused by misuse of user name and password.

## 20 Sales interface and related specific terms

### 20.1 The client's responsibilities during payment device integration

The Client is responsible for his part in the implementation and testing of the sales interface involving payment device integration. The client agrees to comply with and maintain at his own expense the sales interface defined by Verifone.

### 20.2 Verifone's responsibilities during payment device integration

Verifone is responsible for updating the interface description and the interface so that it complies with the terms of the contract between the client and Verifone and the security measures mentioned in article 5. Verifone shall inform the client of a new interface version and related features at least two (2) months before it takes effect. In addition to the latest interface, Verifone shall support all interfaces released within twelve months. If the latest sales interface version includes mandatory card payment industry requirements, the Supplier shall after the release support only the version in question or newer versions. The Supplier shall not be responsible for costs to the client caused by updating the interface.

## 21 Specific terms regarding Verifone enterprise application integration (Verifone EAI)

21.1 Verifone is not responsible for the costs relating to analysing or repairing material errors, deficiencies or delays.

## 22 Other terms and conditions

### 22.1 Confidentiality obligation

The Party is obliged to maintain the confidentiality of all confidential material and information he has received from the other party. Verifone retains all rights to released materials and information and the client shall not, without a separate written agreement, have the right to take advantage of them other than in the immediate context of the contract. Upon the termination of the contract the party must return all material and information handed to him by the other party and destroy any material or copies in his possession. Both parties are responsible for ensuring that their employees and eventual subcontractors commit to the confidentiality terms mentioned above. These confidentiality terms remain in effect after the termination of the contract.

### 22.2 Settlement of disputes and jurisdiction

This contract is subject to Finnish law. Contractual disputes will be settled either in the Vantaa district court or in the inferior court of the defendant's place of residence, provided it is in Finland, per the plaintiff's choice.

### 22.3 Order of precedence

If a discrepancy is found to exist between the contract and its annexes, the contract takes precedence with the annexes following in numerical order. If translated versions of these general terms and conditions are found to be in conflict, the Finnish version takes precedence over the others.

### 22.4 Notifications

Any notifications from the Client regarding this contract are to be sent, in written form, to the address Verifone has supplied in the contract or submitted at a later date, or to Verifone's e-mail address. Any notifications from Verifone regarding this contract are to be sent, in written form, to the last billing address or e-mail address supplied by the Client. The client is considered notified on the seventh day after Verifone has sent a notification by mail and on the next business day after Verifone has e-mailed a notification.

#### 22.5 Force majeure

The contracting party is released from responsibilities and responsibility to pay damages if violation of contractual obligations or failure to meet them is caused by events of Force Majeure. An event of Force Majeure means any unusual and relevant circumstances, coming to existence after the signing of the contract, that the party cannot be expected to have considered relevant at the time of signing and that is not within the reasonable influence of the parties, or whose effect cannot reasonably have been avoided or overcome. Such events can include, for example, war, revolution, currency restrictions, legislation or regulations from authorities, the denial, seizure or expropriation of an export license, an import or export ban, a natural disaster, a serious epidemic, a pandemic, a suspension of public transport, telecommunications or energy distribution, scarcity of transport means, general shortage of goods, propulsion limitations, a labour dispute, a strike, a fire, or other unusual events of similar effect that are beyond the influence of the contracting parties and errors or delays in subcontractor deliveries caused by events mentioned above in this section. If the delay in fulfilling a contractual obligation is caused by an event mentioned in the section above, the time period allowed for fulfilling a contractual obligation shall be extended by as much as can be considered reasonable when all relevant circumstances have been taken into consideration.

### 23 Validity of terms and conditions

#### 23.1 Terms and conditions taking effect

These terms and conditions take effect on 18 March, 2015 and shall remain in effect indefinitely. These terms and conditions shall be applied to existing and new agreements with enterprise customers.

#### 22.2 Delivering the General Terms and Conditions

Current General Terms and Conditions can be found on our website at [www.verifone.fi](http://www.verifone.fi).

#### 22.3 Changes to General Terms and Conditions

Verifone may make changes to these terms and conditions. The Client shall receive notification in the form of a customer bulletin or other written statement of any new terms and conditions at least one month before they take effect. If the changes weaken the Client's position, the Client has the right to terminate the contract without notice within one month of receiving notification.