

## GENERAL TERMS OF AGREEMENT, TERMS OF DELIVERY, SERVICE AND SETTLEMENT

### Terms of Delivery and Service for Verifone Payment Terminal products and services (Settlement Agreement Terms and Conditions given separately beginning on page 10)

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## 1 Scope of application

### 1.1 Application of Terms of Delivery

These Terms of Delivery shall apply to products and services delivered by Verifone Finland Oy or a company in the same group of companies (hereinafter Verifone) to Client. These Terms shall be applied to all companies belonging to the same group of companies as Client to which Verifone delivers products and services. These Terms of Delivery shall apply in all cases unless otherwise agreed in writing by Client and Verifone.

## 2 Creation and assignment of Agreement

### 2.1 Creation of Agreement

The Parties shall execute a written Agreement concerning the Service. The Agreement shall be created when the Parties have signed it or when Verifone has accepted Client's order.

2.2 Agreements executed by a Verifone reseller. If Verifone discovers that errors have been made in executing the Agreement, Verifone shall be entitled to rectify same. Client shall be notified immediately of any such changes. If such changes are detrimental to the status of Client, Client shall have the right to cancel the Agreement.

### 2.3 Assignment of Agreement

Neither Party shall have the right to assign the Agreement to a third party without the advance written consent of the other Party. From a party transferring a contract to another or third party, Verifone may charge a trade-off fee according to the price list. However, either Party shall have the right to assign the Agreement without the consent of the other Party, in full or in part, to an entity belonging to the same group of companies as the assigning Party or to a third party to which the Business Operations referred to in the Agreement are being transferred.

The assigning Party shall notify the other Party of such an assignment in advance. Moreover, Verifone shall have the right to assign any receivables pursuant to the Agreement to a third party. Following notification of such an assignment of receivables, valid payments in respect of said receivables may only be made to the assignee.

## 3 Delivery of the Service or Product

### 3.1 Time of delivery

Verifone shall be obliged to deliver the Service or Product at the time agreed or, if the delivery time has not been specifically agreed, within a reasonable time of the execution of the Agreement or the placing of the order.

### 3.2 Acceptance of delivery

Client shall inspect the Product or Service and any devices delivered to Client in respect of same immediately after delivery. A Delivery shall be

considered to have been accepted when Client pays the invoice submitted for said Delivery, or in any case two (2) weeks after it is delivered. Any complaints regarding a Delivery shall be submitted in writing. Complaints notwithstanding, a Delivery shall be considered to have been accepted as long as it does not contain errors as specified in section 6.1. Client shall be liable for the costs of the aforementioned inspection and of the testing of any devices and user environments not forming part of the Service, and for the costs of any actions thereby required.

### 3.3 Client's duty to contribute

Client shall provide to Verifone the pre-installation details needed for the delivery of each Service or Product according to the timetable agreed, in any case no later than two (2) weeks before the installation date, and shall also notify Verifone well in advance of any changes to details previously provided or to any other circumstances relevant for the providing of the Service. Such details shall be provided in a manner specified by Verifone. Client shall be responsible for the details provided to Verifone and for their correctness.

### 3.4 Delay due to Client

Verifone shall have the right to charge the fees defined for the Service for any period during which it has not been possible to deliver the Service for reasons due to Client. If the Service is to be delivered later than on the agreed delivery date for reasons due to Client, Verifone shall have the right to determine a suitable delivery date.

## 4 Providing and using the Service

### 4.1 Providing of the Service and changes

Verifone shall deliver the Service pursuant to the Agreement using Verifone's own methods and in any way that Verifone considers best and may use subcontractors in delivering the Service. Each Party shall be liable for their subcontractors' performance as for their own. Verifone shall have the right to make changes affecting the technology and usage of the Service. If such changes require changes to be made to Client's equipment or software, Client shall make such changes at Client's own expense. Verifone shall notify Client of any changes to the Service impacting Client within a reasonable time in advance, no later than two (2) months before said changes. Any changes to the content of the Service requested by Client shall be subject to a fee to be determined by Verifone.

### 4.2 Content of the Service and special terms applying to the Service

The content of the Service and the special terms applying to same shall be determined in the Service Agreement and its Appendices, including currently valid Verifone Service Descriptions. Any details given in product brochures or other marketing materials shall not constitute service specifications and shall not be binding upon Verifone.

#### 4.3 Right of use to software and documents

Ownership and IPR in any software, documents, testing materials and information and in any amended versions thereof shall be retained by Verifone or a third party (such as Verifone's principal or a Verifone subcontractor), and Client shall not, except by the advance written consent of Verifone, have the right to copy, translate or modify such materials, documents or software or to allow a third party to use them, or to use the software to provide services to any third parties, unless mandatory legislation provides otherwise. Verifone hereby grants Client the right to use the software Service and Service materials delivered by Verifone pursuant to the Agreement in Client's business operations for the duration of the validity of the Agreement. However, Client and any third parties acting on behalf of Client shall have the right to continue to use material obtained from the software Service that contains Client's material, and material created for Client (such as reporting data), beyond the expiry of the Agreement. When the right of use expires, Client shall at his cost either return or, if Verifone so requests, destroy any originals and copies of material in Client's possession, including storage devices and documentation.

4.4 Client's devices, software and telecommunications connections Client shall be responsible for the acquisition and maintenance of any software and equipment not included in the Service pursuant to the Agreement. Client shall establish any telecommunications connections required for the Service and shall be liable for the costs and risks thereof in full.

#### 4.5 Using the Payment Terminal

Client shall be responsible for ensuring that only cards issued by those card providers with which Client has signed an agreement are used in the Payment Terminal.

### 5 Information security and standards

#### 5.1 Card data processing services

Verifone shall commit to ensuring that the services in which payment card data are processed (Verifone Services) comply with the mandatory information security provisions and standards valid for those payment card services at any given time.

#### 5.2 Integrating the Payment Terminal into a POS system

If the Payment Terminal is integrated into a point of sale system (POS System) using the existing Verifone POS interface, Verifone shall commit to ensuring that the Payment Terminal does not transmit unencrypted card numbers or other sensitive card data to Client's POS System or LAN.

#### 5.3 Payment Terminals forming part of the Service

Verifone shall commit to ensuring that the Payment Terminals forming part of the Service comply with all

mandatory information security provisions and standards valid for card payment terminals throughout the Agreement Period. In case of an error or malfunction in a Payment Terminal, Verifone shall be liable as provided for in section 15.1.

#### 5.4 Payment Terminals sold to Client

Verifone shall commit to ensuring that Payment Terminals to be sold to Client comply with all mandatory information security provisions and standards valid for card payment terminals as at the time of sale. In case of an error or malfunction in a Payment Terminal, Verifone shall be liable as provided for in section 14.3.

### 6 Error in the Service; Service maintenance and troubleshooting

#### 6.1 Error in the Service

The Service shall be considered to have an error if it deviates to a material extent from the specifications determined in the Service Agreement and said deviation substantially compromises the use of the Service. Verifone does not guarantee that the Service will be available without interruption and does not guarantee that any error or interruption will be remedied within any particular period of time.

#### 6.2 Service maintenance and troubleshooting

Supplier shall maintain the Service in working order as per the Agreement and shall remedy any errors in the Service as soon as possible. Supplier shall have the right to interrupt the providing of the Service on a temporary basis without advance notification if necessary because of an acute error impacting information security. Supplier shall notify Client of such a situation as soon as possible. Supplier shall have the right to interrupt the providing of the Service on a temporary basis by giving notice thereof at least one week in advance, if necessary for building, repairs or maintenance to same. Supplier shall endeavor to ensure that such an interruption is brief in duration and causes as little inconvenience or damage to Client as possible.

Advance notice shall be sent through the Service user interface, on the verifone.fi website, or in a manner agreed separately. The liability of Verifone is limited to rectifying errors in the Service as stated above.

#### 6.3 Limitations to maintenance

Remedying an error that is beyond the control of Verifone or that falls within the responsibility of Client shall not be covered by the Maintenance Service. Verifone shall make a separate charge for any repairs required by such an error, including but not limited to errors caused by:

6.3.1 incorrect use of the Service, negligence or carelessness in using the Service or in following maintenance instructions or environmental requirements; or

6.3.2 devices, data connections, software or settings not belonging to the Service, or changes or repairs made by a party other than Verifone.

#### 6.4 Remedying an error

The liability of Verifone regarding errors in the Service shall be limited to remedying errors in the Service that fall within the responsibility of Verifone. The liability of Verifone regarding hardware errors shall be restricted to the Verifone obligations set forth in sections 14.3 and 15.1.

### 7 Infringement of intellectual property rights

#### 7.1 Responsibility of Verifone for intellectual property rights

Verifone shall be responsible for ensuring that the Service it delivers does not infringe upon intellectual property rights valid in Finland during the Agreement Period.

#### 7.2 Defense of rights

If legal action is pursued against Client or claims are presented on the basis that using the Service delivered by Verifone infringes upon an intellectual property right protected in Finland, Verifone shall undertake to defend Client against such an action or claim as it best sees fit and shall indemnify Client against any compensation ruled payable by Client. In such a matter, Client shall not have the right, except by advance written consent from Verifone, to enter into an agreement or any other arrangement to settle the matter with the party filing the legal action or claim. In order for Verifone to be held liable as described above, Client shall notify Verifone of any such claims immediately upon learning of them and at the same time shall authorize Verifone to act on Client's behalf to safeguard Client's interests and shall provide Verifone with any and all information and assistance needed to manage the matter.

#### 7.3 Rectifying an identified infringement

If a claim of infringement of intellectual property rights as described above in section 7.2 acquires legal force, or if Verifone considers it probable that it will acquire legal force, Verifone shall obtain at its own cost the right to use the relevant service or part thereof, or replace the Service with another comparable Product whose use does not infringe upon the aforementioned rights, or amend the Service so as to remove the infringement. In such a case, Verifone shall also have the right to terminate delivery of the Service without notice. The liability of Verifone for infringement of intellectual property rights shall be limited to the measures described in this chapter 7.

#### 7.4. Limitation of liability

Verifone shall not be held liable to Client for any infringements of intellectual property rights caused by the Service having been altered or used for a purpose for which it was not designed or approved, or by the Service being used in conjunction with a

product or service delivered by another supplier or by Client himself, or by the Service being used contrary to instructions issued by Verifone.

### 8 Identifiers

#### 8.1 Client's identifiers

Verifone shall have the right, after consulting Client, to determine the user IDs, numbers, addresses and other similar identifiers to be assigned to Client's use (hereinafter Identifiers).

#### 8.2 Identifier administration

Verifone shall only create one set of Identifiers for Client for using the Service; Client shall use these to administer the identifiers of other end users.

8.3 Changing Identifiers at Client's request Client's Identifiers may be changed at Client's request, for a fee, provided that the requested change is technically possible and will not cause unreasonable inconvenience to Verifone or to any third party.

#### 8.4 Right of Verifone to change Identifiers

Verifone shall have the right to change Identifiers if:

8.4.1 so required by official orders, reasons related to delivering the Service, or other technical reasons (Verifone shall notify Client of such a change no later than two (2) months of the change coming into effect); or

8.4.2 Verifone has justifiable cause to assume that such a change is required for the information security of the Service or of Client. Verifone shall notify Client of changes made for security reasons as soon as possible. The principal notification channel shall be the e-mail address given by Client.

### 9 Client Details and their use

#### 9.1 Disclosure of details

Client shall supply Verifone with the details requested by Verifone for the Service before the Service is launched (hereinafter Client Details) and verify that the details as entered are correct. Client shall notify Verifone without delay concerning any change in Client Details. Client shall be responsible for ensuring that end users of the Service declared by Client to Verifone are aware that Client Details concerning them have been disclosed to Verifone.

#### 9.2 Disclosure of Client Details and Identifiers

Verifone shall have the right to disclose Client Details and Identifiers to such an extent as required by currently valid legislation.

## 10 Compensation for costs and damages

### 10.1 Negligent damages

Either Party shall be liable to compensate the other Party for any direct damage shown by the injured Party to have been caused by negligence of the offending Party. However, such liability of a Party shall be limited for each month to the portion of the monthly invoiced amount related to the part of the Service that said negligence concerns, calculated on the basis of the average over six months preceding the damage event. If the Agreement has been valid for less than six months prior to the damage event, the maximum liability for compensation shall be calculated on the basis of the average of monthly invoicing during the validity of the Agreement. If either Party should be liable to pay the other Party, pursuant to the Agreement or otherwise, a contractual penalty, refund or standard compensation the basis of whose calculation is defined in the Agreement, then the liability of the offending Party for compensation shall be limited to the amount of such a penalty or compensation. The total liability for compensation of either Party for damage caused in any one calendar year shall be limited to an amount that is six (6) times the average monthly invoicing in the year or shorter period in question, ex VAT.

### 10.2 Limitation of indemnity

Neither Party shall be liable to compensate the other Party for indirect damage or damage that the Party could not have reasonably anticipated. Also, neither Party shall be liable to compensate the other Party for damage caused by circumstances within the responsibility of the other Party or a third party (including but not limited to damage caused by actions of Client, a user of the Service, another telecommunications company or another service provider, or caused by any equipment, data connections or software within the responsibility of same), nor for damage caused by circumstances beyond the control of the Party (including but not limited to power fluctuations, thunderstorms, electricity supply failure, fire, water damage or other accident) If a Payment Terminal is damaged and the payment card transactions stored in its memory are lost, neither Party shall not be liable to compensate the other Party for damages thereby caused. Neither Party shall be liable to compensate the other Party for the exercising of rights pursuant to the present Agreement, including but not limited to problems caused by temporary interruptions to the Service as referred to in section 6.2. Both Parties' liability for compensation shall be limited in its entirety to compensating for the damage specified in this chapter 10.

### 10.3 Liability for compensation concerning payment card data

Supplier's liability for incorrect or undelivered payment card data shall cease when the company receiving payment card data that is used by Client refuses to accept outdated payment card data pursuant to its agreement with Client.

### 10.4 Claiming compensation

Compensation for damages shall be claimed within a reasonable period of time from when the grounds for compensation were discovered or should have been discovered, but no later than one (1) year after the alleged damage event occurred. With respect to compensation claimed for a device, the claim shall be filed within one (1) year of the device being delivered.

### 10.5 Errors in devices controlled by Client

If Client connects faulty or disruptive devices to the Service, in violation of section 4.4, or if a malfunction reported by Client is caused by devices, data connections, specifications or software under Client's control, Client shall be liable to compensate Verifone for any damage caused and for the costs of locating such malfunctions.

## 11 Payments and invoicing

### 11.1 Fees payable for the Service

Client shall pay Verifone the fees for the Service and its use that are specified in the Tariff or the Agreement, in accordance with the Invoicing Periods specified in the Tariff or the Agreement. Service connection fees and the first Invoicing Period shall be invoiced at the time of delivery.

### 11.2 Fees payable for the Products

Client shall pay Verifone the prices for the Products that are specified in the Agreement or Tariff valid at any given time. Products shall be invoiced at the time of delivery. Current service charges are in the separate price list. Other charges outside of the service can be found in the same list.

### 11.3 Terms of payment

The terms of payment shall be 14 days net. Payments shall be made on the invoice due date at the latest. Client shall be considered to have accepted these terms by paying the invoice. If the credit limit agreed separately with Client is exceeded, or if an exceptional quantity of payments due are accumulated in any Invoicing Period, Verifone may send an extraordinary invoice to Client, deviating from the normal invoicing timetable. Verifone shall have the right to charge recovery costs and handling fees for payments in arrears, and also penalty interest at an annual rate pursuant to the Interest Act valid at any given time, as of the due date of the invoice. If Client has not paid overdue invoices despite a notice of overdue payment and suspending of the Service, other payments for the Service that are not yet due shall also fall due.

### 11.4 Advance payment or collateral

Verifone shall have the right to check Client's credit report and to demand that Client pay a mutually agreed advance payment or pledge collateral if Verifone considers it necessary for safeguarding its receivables due to Client's credit record, payment history or other justified reason. Verifone shall not



pay interest on any such advance payment or collateral. Verifone shall have the right to offset any overdue receivables against such an advance payment or collateral, inclusive of penalty interest and recovery costs.

## 11.5 Remarks on invoices

The deadline for remarks on invoices shall be eight (8) days. Any remarks concerning an invoice shall be made in writing before the due date. Notwithstanding any remarks made, Client shall pay any undisputed portion of an invoice by the due date. If a remark is found upon inspection to be baseless, Client shall pay the invoice inclusive of penalty interest within two weeks of being informed of the outcome of the inspection.

## 11.6 Basic Fee

Verifone shall have the right to collect a fixed, time-based Basic Fee as per the Tariff or Agreement independently from the date of delivery of each Payment Terminal or Service component. Basic Fees shall be invoiced by Invoicing Period in advance. Basic Fees shall be payable also for any period in which the Service is suspended or in which the Payment Terminal has not been used. If the Service Agreement expires in the middle of an Invoicing Period, the Basic Fee shall be collected for the entire Invoicing Period; the Basic Fee shall not be refundable.

## 11.7 Invoice itemization

Verifone shall, if Client so requests, provide information on how an invoice is made up, insofar as this is possible technically and under law. If Client requests itemization that calls for repeated manual work, Verifone shall have the right to charge a fee as per the Tariff for said itemization.

## 11.8 Tariff amendments

Verifone shall have the right to amend its Tariff and to update the fees charged for the use of the Service. Client shall be notified in writing of any increases to the fees charged for the use of the Service, such notification being sent to the invoicing address or e-mail address most recently provided by Client. Client shall have the right to give notice to terminate the Agreement immediately when the increased fees charged for the use of the Service enter into force. If Client has a fixed-term Service Agreement, any increase in the fees charged for the use of the Service shall not enter into force until the current Agreement Period expires.

## 12 Suspending the Service

### 12.1 Client's right to request suspending of the Service

If the Client has an indefinite contract, Verifone may suspend the Service for a fixed period at Client's request. A fee as per the Tariff shall be charged for the suspension and re-activation of the Service. If the Service includes any Payment Terminals or other

devices, it shall be separately agreed whether such devices should be returned temporarily to Verifone.

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

Verifone shall have the right to suspend any and all Services provided to Client if:

- Client has not, despite a notice of overdue payment, paid the overdue receivables due to Verifone,
- Client is discovered to have provided false information in connection with activating the Service,
- Client exceeds a mutually separately agreed credit limit,
- Client fails to deposit an advance payment or collateral as referred to in section 11.4 within one week of Verifone demanding such deposit,
- Client has been placed in receivership or corporate structuring or has sued or been sued for bankruptcy, or Client has applied for a public summons to Client's creditors, or Client has otherwise been found to be insolvent,
- Client has caused disruption to Verifone services or other end users and, despite being given a notice of same, continues to use malfunctioning devices or software,
- Client fails to comply with his Agreement obligations despite being given a notice of same, or commits a material breach of his Agreement obligations,
- Client has ceased to exist according to a Trade Register entry or similar official register entry, or
- Client cannot be contacted for the purpose of investigating a matter pursuant to the present Agreement.

If Client submits a written complaint about an invoice to Verifone and pays the undisputed portion of the amount invoiced, Verifone shall not suspend the Service because of non-payment of the disputed amount while the complaint is being investigated.

## 13 Termination of the Agreement

### 13.1 Agreements valid until further notice

An Agreement valid until further notice may be terminated with three (3) months' notice.

### 13.2 Client's right to cancel the Agreement

Client shall have the right to cancel the Agreement if the Service deviates substantially from that which was agreed and Verifone does not correct the error or replace the delivery within a reasonable time of Client's written notice to that effect, or if delivery of the Service is unreasonably delayed for reasons due to Verifone's negligence. Client's right to cancel the Agreement shall only apply to the erroneous or delayed portion of the Service.

### 13.3 Verifone's right to cancel the Agreement

Verifone shall have the right to cancel the Service Agreement in full or in part if:

- the Service has been suspended at Client's request for more than one year,
- the Service has been suspended for the reason referred to in section 12.2 for more than one month, or
- Client has committed a material breach of his contractual obligations and has not rectified said breach within fourteen (14) days of Verifone presenting a written demand for same.

### 13.4 Notifications to terminate and cancel

Notifications to terminate or cancel the Agreement shall be made in writing.

### 13.5. Discontinuing the providing of the Service

Verifone shall have the right to discontinue the providing of the Service or an aspect of the Service for justified reasons. In such a case, Verifone shall have the right to terminate the Agreement in respect of the discontinued Service or aspect thereof by notifying Client of same within a reasonable time in a

### 13.6 It is not possible to break the fixed-term agreement.

Verifone is entitled to charge the remaining fixed contractual term from the merchant if the merchant terminates the fixed-term contract before the end of the fixed contract period.

## 14 Special Terms concerning Payment Terminals owned by Client

Sections 14.1 to 14.3 shall apply to Payment Terminals sold by Verifone to Client and to the Services provided for said devices.

### 14.1 Services linked to Payment Terminals

When Client purchases a Payment Terminal, he shall also order a Software License and the Verifone Routing Service.

The Software License covers the following:

- software updates for the Payment Terminal
- client service helpline for a fee
- storage and availability of Client's preinstallation data at the Verifone download center
- Verifone shall invoice the Software License in advance as of the month in which the Payment Terminal is taken into use (see section 11.6).

### 14.2 Ownership

Ownership in a Payment Terminal or other device shall transfer to Client when the purchase price has been paid in full. If the Payment Terminal contains

software produced by Verifone, only the right of use to that software shall be granted to Client. The right of use shall remain in force as long as Client has a valid Software License

### 14.3 Payment Terminal warranty

A Payment Terminal shall have a materials and workmanship warranty for twelve (12) months as of the date of delivery. Verifone shall repair or replace a malfunctioning Payment Terminal or component thereof within fifteen (15) days of said Payment Terminal being delivered to Verifone's device maintenance service. If Verifone's device maintenance service discovers that the malfunction of the Payment Terminal is due to circumstances including (but not limited to) an accident, an outside person, a fault or disruption caused by air conditioning, electricity or lighting strike, water damage or other similar cause, or is due to changes in the circumstances of use or to the device being used in an inappropriate way, then the costs of device maintenance shall be charged from Client. Client shall be liable for the costs of transporting the Payment Terminal. Verifone's liability for errors and malfunctions in the Payment Terminal shall be limited to the 'repair and replace' obligation specified here in section 14.3.

## 15 Special Terms concerning Payment Terminals included in the Service

Sections 15.1 to 15.3 shall apply to Payment Terminals supplied by Verifone to Client as a service subject to a monthly fee.

### 15.1 Malfunction of Payment Terminal

If the Payment Terminal malfunctions, Client shall deliver the malfunctioning device to the Verifone device maintenance service. Client shall be liable for the transport costs for the device. Verifone shall repair the device or provide Client with an equivalent replacement device within three (3) working days (Mon to Fri). If Verifone's device maintenance service discovers that the malfunction of the Payment Terminal is due to circumstances including (but not limited to) an accident, an outside person, a fault or disruption caused by air conditioning, electricity or lighting strike, water damage or other similar cause, or is due to changes in the circumstances of use or to the device being used in an inappropriate way, then the costs of device maintenance shall be charged from Client. Verifone's liability for errors and malfunctions in the Payment Terminal shall be limited to the 'repair and replace' obligation specified here in section 15.1.

### 15.2 Maintenance costs

After 36 months, Client shall be liable for the maintenance costs of Payment Terminals included in the Service.

### 15.3 Replacing Payment Terminals

If, at the time of expiry of a fixed-term Agreement, the Payment Terminal model selected for the Service

does not comply with currently valid information security specifications or standards for payment card transactions, Verifone shall have the right to require Client to replace his current Payment Terminals with another model. Verifone shall notify Client of such a replacement need immediately upon learning of it. Client shall replace the Payment Terminals within six (6) months of being required to do so. Client shall be liable for any and all costs incurred through replacing the Payment Terminals.

## 16 Special Terms of the Premium plus service

### 16.1 Maintenance

If Client reports a Payment Terminal malfunction before 12.00 on a business day, a replacement device shall be sent to Client on the same day. If Client reports a Payment Terminal malfunction after 12.00 or on a day that is not a business day, a replacement device shall be sent to Client on the following business day. Client shall deliver the malfunctioning Payment Terminal to Verifone immediately. If delivery takes more than 7 business days, an additional fee will be charged from Client.

### 16.2 Device insurance

In cases of a Payment Terminal malfunction for which the Client is liable, there is a fixed deductible for Client per Payment Terminal specified in the Agreement. The device insurance shall be valid throughout the fixed term of the Agreement (24 months).

### 16.3 Payment Terminal replacement

Client shall have the right to change the type of Payment Terminal (desktop to portable or vice versa) once during the Agreement Period without charge.

## 17 Special terms and conditions concerning the need for a substitute device

### 17.1 Client's substitute devices

Verifone shall not be required to keep substitute devices in storage. Acquiring any substitute devices needed as backup to ensure continuity of payment terminal operations shall be the responsibility of Client.

### 17.2 Compatibility of substitute device

Substitute devices are compatible only with payment terminals of the same type. If the Payment Terminals principally used by Client are replaced with another model, Client shall be liable for the costs of replacing any substitute devices. Client shall be responsible for the correctness of data entered into a substitute device.

## 18 Special Terms concerning short term Payment Terminal Service

Sections 18.1 to 18.2 shall apply to devices under the Verifone short term Payment Terminal Service.

### 18.1 Returning a Payment Terminal

Client shall return devices included in the Service to Verifone within two (2) weeks of the termination of the agreed short-term service. If Client does not return the devices in time, Verifone shall have the right to charge Client for said devices. Client shall be responsible for ensuring that no unprocessed card data remains stored in the Payment Terminals returned.

### 18.2 Damaged Payment Terminal

If Verifone's device maintenance service discovers that the a Payment Terminal has been damaged and this is due to circumstances including (but not limited to) an accident, a fire, a fault or disruption caused by air conditioning, electricity or lighting strike, water damage or other similar cause, or is due to changes in the circumstances of use or to the device being used in an inappropriate way, then the repair costs of device shall be charged from Client.

## 19 Special Terms of the Verifone Reporting Service

### 19.1 Responsibilities regarding handling of card details

Client shall have principal responsibility for troubleshooting any and all problems discovered in the Verifone Reporting Service. If it is found in the processing of a support request that Verifone is responsible for dealing with the matter at hand, Client shall be so informed. If Client wishes Verifone to respond to problems in monetary transactions automatically, this shall be agreed upon separately.

### 19.2 Troubleshooting of problems in monetary transactions

Verifone shall have the right to invoice Client as per the Tariff for troubleshooting problems in monetary transactions that are not due to Verifone. Verifone shall not be held liable for costs incurred through a delay in troubleshooting that is the responsibility of Client.

### 19.3 Transmitting card transaction data

Verifone shall have the right to select the technical means whereby transaction data are transmitted to the acquirers selected by Client.

### 19.4 User IDs in the Service

Client shall be responsible for keeping confidential all user IDs assigned to Client and shall be liable for any damage caused by misuse of said user IDs.



## 20 Point of sale interface and its Special Terms

20.1 Client's responsibilities in Payment Terminal integration Client shall be responsible for his part for implementing and testing the point of sale (POS) interface integrating Payment Terminals. Client shall undertake at his cost to comply with and maintain the POS interface defined by Verifone.

20.2 Verifone's responsibilities in Payment Terminal integration Verifone shall be responsible for updating the POS interface specifications and the interface itself so that it delivers on the matters agreed upon in the Agreement between Verifone and Client while also complying with the information security specifications given in section 5. Verifone shall notify Client of any new POS interface version and its features at least two (2) months before it is introduced. Verifone is committed to support all POS interface versions released within one (1) year of the currently most recent version. If the most recent version of the POS interface incorporates mandatory requirements imposed by currently valid standards, Supplier shall only support that version and later versions after its release. Supplier shall not be held liable for costs incurred by Client in updating the interface.

## 21 Special Terms of Verifone Economic Administration Integration (EAI)

21.1 Verifone shall not be held liable for costs incurred through troubleshooting and rectifying data errors, shortcomings or delays.

## 22 Other terms

### 22.1 Confidentiality

Each Party shall commit to keeping confidential any and all confidential materials and data received from the other Party. Verifone hereby reserves all rights to disclosed materials and data, and Client shall not have the right to exploit them otherwise than for the purposes of operations directly related to the present Agreement, unless otherwise separately agreed in writing. When the Agreement expires, each Party shall return to the other Party any and all materials and data received from said other Party and shall destroy any such materials and copies thereof in said other Party's storage devices. Each Party shall be responsible for their part for ensuring that their employees and any subcontractors are likewise committed to the confidentiality provisions given above. This confidentiality clause shall survive the expiry of the Agreement.

### 22.2 Resolution of disputes and governing legislation

The Agreement shall be governed by Finnish law. Any disputes arising from the Agreement shall be submitted, at the petitioner's choice, either to the Vantaa District Court or the court of first instance in the defendant's jurisdiction, provided that the latter is in Finland.

## 22.3 Precedence

If any discrepancy is discovered between the Agreement proper and its Appendices, the Agreement proper shall take precedence, followed by the Appendices in numerical order. If any discrepancy is discovered between the language versions of these General Terms of Delivery, the Finnish version shall take precedence.

## 22.4 Notifications

Client shall send any and all notifications pertaining to the present Agreement in writing to the address or e-mail address specified by Verifone in the present Agreement or at a later date. Verifone shall send any and all notifications pertaining to the present Agreement in writing to the invoicing address most recently specified by Client or to the e-mail address given by Client to Verifone. Notifications sent by Verifone to Client shall be considered to have been delivered as follows: by mail, on the seventh (7th) day from their sending; and by e-mail, on the following business day.

## 22.5 Force majeure

Either Party shall be discharged from its responsibilities and liability for compensation for damages if any breach or neglect of the Terms of Agreement is due to force majeure. Force majeure shall be defined as an unusual circumstance with an impact on the matter at hand that the Party could not have been expected to take into account when concluding the Agreement and that is beyond the control of the Party or whose impact could not reasonably have been avoided or overcome. Such circumstances include but are not limited to: war; insurrection; currency restrictions; legislation and official orders; denial of an export license; impounding or seizure; an import or export ban; natural disaster; serious epidemic; pandemic; disruption to public transport, telecommunications or energy distribution; shortage of means of transport; general shortage of goods; restrictions in power supply; labor dispute; strike; fire; or any other circumstance similarly unusual and of similar impact and beyond the control of the Parties; and also any flaws or delays to subcontractor deliveries due to the aforementioned circumstances. If fulfillment of a contractual obligation is delayed due to circumstances described in the previous paragraph, the deadline for fulfilling said obligation shall be extended for as long as is reasonable considering the relevant circumstances.

## 23 Validity of Terms of Delivery

### 23.1 Entry into force of Terms of Delivery

These Terms of Delivery shall enter into force on January 13<sup>th</sup>, 2020 and shall remain in force until further notice. These Terms of Agreement shall be applied to any and all current and forthcoming agreements signed with corporate clients.

## 23.2 Delivery of Terms of Delivery

The Terms valid at any given time shall be available online at [www.verifone.fi](http://www.verifone.fi).

## 23.2 Amendments to the Terms of Delivery

Verifone shall have the right to amend these Terms of Delivery. Client shall be notified of new Terms of

Delivery by client newsletter or otherwise in writing. If the amended Terms have changed to the detriment of Client, then Client shall have the right to cancel the Agreement with immediate effect within one (1) month of receiving the aforementioned notice.

## General Terms of the Verifone Settlement Agreement

### 1. Signing the Service Agreement and applying the Vendor Terms

1.1 These General Vendor Terms (“**Vendor Terms**”) shall form part of every Service Agreement (as defined below) that is concluded when a vendor (“**Vendor**”) subscribes to the Payment Terminal Service (as defined below) and/or Online Payment Service (as defined below) provided by Verifone Finland Oy (“**Verifone**”) for executing payment transactions between Vendor and its consumer and corporate customers (referred to severally as Consumer (as defined below)) and when Verifone accepts Vendor’s order.

1.2 The Online Payment Service shall be subscribed to using the agreement form on the Verifone website or using the online banking IDs or certificates of Vendor or a representative of same. The administration interface for the Verifone Online Payment Service used by Vendor shall be accessed with an Internet browser. An e-mail account and messages sent to mobile phones shall also be used for logging on to the service for exchanging messages. The connection between the Vendor’s online shop and the Verifone Online Payment Service payment form shall be SSL encrypted, with an electronic signature to identify Vendor and the online shop.

1.3 The Payment Terminal Service shall be ordered using the agreement form on the website and using the online banking IDs or certificates of Vendor or a representative of same. A risk assessment shall be conducted for every new vendor, and Verifone shall have the right to accept or reject a vendor’s agreement application on the basis of Verifone’s risk assessment. Vendor shall have the right to accept payment transactions only for the sale of the products and services declared by Vendor in the agreement application.

1.4. The Service Agreement between Vendor and Verifone (“**Service Agreement**”) shall consist of the agreement form filled out by Vendor and of the information provided for that purpose, the present Vendor Terms and the Verifone Payment Service Tariff (as defined below) valid at any given time.

1.5 The present Vendor Terms shall apply to the transmission of payments from Consumer to Vendor through the Verifone Payment Service on Vendor’s behalf.

1.6 Verifone is a payment institution operating under a payment institution license and monitored by the Finnish Financial Supervisory Authority; it complies with the legislation governing the operation of payment institutions and governing the duties and responsibilities incumbent upon Verifone.

1.7 The validity of and the making of amendments to the present Vendor Terms are defined in section 19 of the present Vendor Terms.

### 2. Definitions

2.1 “**Consumer Funds Account**” is the bank account as designated by Verifone from time to time to which Consumer’s payments are directed. Funds in the Consumer Funds Account shall be kept separate from Verifone’s own funds.

2.2 “**Consumer**” is a natural person or corporation using the Payment Service as payer at any given time.

2.3 “**Means of Payment Provider**” is a financial institution or credit institution or other payment service provider (e.g. an invoicing operator, payment card issuer or payment transaction receiver) that has granted Verifone the right to reoffer a payment function, method of payment or receiving and settlement of payment transactions, as part of the Verifone Payment Service for Consumers.

2.4 “**Payment Service**” is the Online Payment Service and/or Payment Terminal Service offered by Verifone to Vendor pursuant to the Service Agreement at any given time.

2.5 “**Payment Terminal Service**” is the Payment Terminal Service offered by Verifone at any given time and the functional principle whereby Verifone, on behalf of Vendor, receives payments resulting from payment transactions initiated by Consumers through the Payment Terminal supplied by

Verifone to Vendor and holds those funds in Verifone's Consumer Funds Account on Vendor's behalf and transmits / settles such payments further to the Vendor subscribing to the Payment Terminal Service. The Payment Terminal Service offered by Verifone at any given time and its functional principle are described in detail on the Verifone website.

2.6 "International Card Providers" include all enterprises belonging to the same group of companies as Visa International Ltd or MasterCard Incorporated Ltd, or other international card providers.

2.7 "Online Payment Service" is the Payment Service offered by Verifone at any given time and the functional principle whereby Verifone, on behalf of Vendor, receives payments resulting from payment transactions initiated by Consumers online and holds those funds in Verifone's Consumer Funds Account on Vendor's behalf and transmits / settles such payments further to the Vendor subscribing to the Payment Terminal Service. The Online Payment Service offered by Verifone at any given time and its functional principle are described in detail on the Verifone website.

### 3. Functional principle of Payment Service

3.1 Verifone shall enter into agreements with various Means of Payment Providers, pursuant to which Verifone is able to offer Vendor a Payment Service pursuant to the Service Agreement. In the Payment Service, payments are transmitted from Consumers' bank accounts or card accounts with a credit card company, or from invoicing operators, to the Verifone Consumer Funds Account courtesy of Means of Payment Providers, and further from Verifone to Vendor's bank account.

3.2 When subscribing to the Payment Terminal Service, Vendor shall have acquired from Verifone a Payment Terminal device on a separate agreement for Consumers to make payments. Once Consumer has selected a method of payment on the Payment Terminal, Consumer shall enter on the Payment Terminal the details required by the Means of Payment Provider for completing the payment transaction. Verifying Consumer's identity may be required in the case of certain methods of payment and certain circumstances of payment. The payment recipient in the aforementioned payment transactions is Verifone. The payments are paid into the Verifone Consumer Funds Account.

3.3 In the Online Payment Service, Verifone shall provide Vendor with a Vendor-specific online payment form to which Vendor shall guide Consumer in Vendor's online shop. Once Consumer has selected a method of payment on the Verifone Online Payment Service payment

form, Consumer is forwarded to the subpage for that method of payment

to enter the details required by the Means of Payment Provider for completing the payment transaction. Forwarding Consumer to the Means of Payment Provider's service, for instance for the purpose of verifying Consumer's identity, may be required in the case of certain methods of payment and certain circumstances of payment. In such cases, Consumer is automatically returned to the Online Payment Service once the required function has been performed. Once the payment process has been completed, Consumer shall be returned to Vendor's online shop. The payment recipient in the aforementioned payment transactions is Verifone. The payments are paid into the Verifone Consumer Funds Account.

3.4 Verifone shall receive payment from the Means of Payment Provider and enter it in the Consumer Funds Account to be retained on Vendor's behalf.

3.5 Said payment, less the commission specified in section 9.1, shall be settled to Vendor on the basis of information supplied by Vendor. The settlement period shall be defined in the Verifone Tariff valid at any given time. In the circumstances described below, Verifone shall have the right to suspend or deny payment transmission in part or in full or to extend the settlement period.

3.6 Individual payment transactions initiated by individual Consumers received through a Means of Payment Provider shall not be settled to Vendor individually. Instead, Verifone payments to Vendor shall be made as single payments within an agreed settlement period, each single payment to include all payment transactions received by Verifone on behalf of Vendor during one banking day,

less the Verifone commission specified in the Service Agreement signed by the Parties and any further deductions, and less any receivables due from Vendor to Verifone pursuant to the Service Agreement, the Payment Terminal Supply and Maintenance Agreement or other agreement. Verifone shall not be held liable for any delays or errors in payment transmission on part of the Means of Payment Providers.

3.7. No interest shall be paid on the funds in the Consumer Funds Account.

### 4. Methods of payment offered by Means of Payment Providers

4.1 Vendor may select for the Payment Service one or more methods of payment from among those granted to Verifone by Means of Payment Providers at any given time. Vendor may add or remove methods of payment with notifying Verifone of same.

4.2 Adding a method of payment requires Vendor to accept that either Verifone or the Means of

Payment Provider may suspend or prohibit Vendor's use of a particular method of payment pursuant to their respective terms and conditions. Any suspension or prohibition of Vendor's use of a particular method of payment enforced by a Means of Payment Provider in respect of Verifone shall automatically enter into force regarding Vendor. Verifone shall notify Vendor of such a suspension or prohibition immediately.

## 5. Vendor details

5.1 Vendor shall supply Verifone with the details required by Verifone concerning Vendor's corporate form, ownership (including details on the shareholders of the group of companies if any or on Vendor's direct or indirect parent company), the nature of Vendor's operations, Vendor's corporate officers and other Vendor details on the agreement form and, as necessary, in response to any further queries or requests for explanation from Verifone.

5.2 Vendor shall supply Verifone with the identifiers, contact details, bank account number and payment details required by Verifone at any given time. Said details shall always be submitted through the electronic system designated by Verifone. Vendor shall immediately update any changes in the aforementioned details in said system.

Such changes include, but are not limited to, changes in Vendor's ownership structure or management, and assignment of the business or its assets.

5.3 Verifone shall have the right to verify the details supplied by Vendor using publicly available sources and consulting the databases of authorities and bodies maintaining consumer data, such as the Population Register Centre, credit information companies and/or the Finnish Patent and Registration Office.

5.4 Vendor shall consent that Verifone may disclose any and all details supplied by Vendor and any details concerning Vendor otherwise obtained to the Means of Payment Providers, to other service providers involved in the implementation of the Payment Service, and to the authorities.

5.5 Vendor shall be responsible for ensuring that the details supplied by Vendor to Verifone are correct and up to date.

## 6. Details on payments transmitted

6.1 A payment shall be transmitted from Consumer to Vendor as described in chapter 3, on the basis of details supplied by Vendor. Vendor shall be responsible for supplying Verifone with the details required by Verifone at any given time concerning

Vendor, payment transactions, Vendor's bank account and communication between IT systems.

6.2 Vendor shall be given access to the Verifone Transaction Collecting System (TCS), where Vendor may search for details on payment transactions. Verifone may, at Vendor's request and at a separate charge, supply payment reports and details on individual payment transactions involving Vendor in other ways as well.

6.3 Verifone shall neither generate nor transmit information on transports, interim storage or any other transaction logistics between Vendor and third parties (including Consumers).

## 7. Agreement between Vendor and Consumer

7.1 Vendor shall be responsible for ensuring that Vendor identifies Consumer as required by legislation valid at any given time.

7.2 Vendor shall be responsible for ensuring that a privacy policy as required in the Personal Data Act is available to Consumer, detailing how Consumer's personal data are processed.

7.3 Verifone shall not be considered a party to any agreement between Vendor and Consumer and shall not be held responsible for Vendor's products or services or for any legal arrangements between Vendor and Consumer, including but not limited to orders, agreements or deliveries, or for any disputes arising from same due to error, delay, criminal activity or breach of agreement of any kind. Vendor shall be

held responsible to Verifone for fulfilling his contractual obligations to Consumer correctly and in full in accordance with Vendor's offer and terms of agreement and Consumer's order. Verifone shall also not be considered a party in any circumstance involving the warranty, other liability for material defects or return of a product or service received by Consumer, nor shall Verifone be held liable for costs arising from same.

7.4 Verifone shall not be held responsible in any way for the features, functions, errors, delays or non-delivery of any product or service provided pursuant to an agreement between Vendor and Consumer. Vendor shall indemnify Verifone in full against any and all claims made by Consumer and against any and all compensations and restitutions payable to Consumer in circumstances described below in these Vendor Terms in case of an error, delay or other breach of agreement on the part of Vendor. Vendor shall also indemnify Verifone against any other circumstance where Consumer, because of a breach of agreement, legislation applying to consumer protection or to trade or remote sales in other respects, the Means of Payment Provider's terms and conditions of agreement and contractual practices, or any other reason that is not manifestly unfounded, shall be entitled to be refunded in part or full a payment

transaction made through the Verifone Payment System and/or to be paid interest on such a transaction or to be paid other compensation pursuant to the agreement between Vendor and Consumer.

7.5 Vendor shall not have the right to process a payment transaction until the related product or service has been delivered or such delivery is assured.

7.6 Verifone shall not be held liable for any criminal action of Consumer nor for any breach of agreement of Consumer in respect of Vendor in any way. If Verifone incurs any costs or compensation payable due to a breach of agreement on the part of Consumer, Vendor shall undertake if required to reimburse Verifone for the amount of such costs or compensation plus two (2) percent of the amount and annual penalty interest as per the Interest Act.

7.7 If Consumer disputes an alleged payment transaction and the payment transaction is proven to be false or incorrect, Verifone shall refund to Consumer the funds received from Consumer, and Vendor shall be liable to reimburse Verifone for said refund. If Verifone is obligated (a) by decision of the consumer protection authorities or a court of law to pay fees or compensations the basis for which is an action by Vendor or an error or delay in a product or service delivered by Vendor, or (b) by demand of a Means of Payment Provider in accordance with the terms of the means of payment agreement applied at any given time by the Means of Payment Provider, to refund a payment or to reimburse Consumer, either directly or through the Means of Payment Provider; then Vendor shall undertake on demand to reimburse Verifone for the amount of any such payment or compensation plus two (2) percent of the amount and annual penalty interest as per the Interest Act.

7.8 If Consumer refuses to accept or does not collect a product or service ordered from Vendor or notifies Vendor that he is exercising his right of cancellation, then Vendor shall without delay refund the payment transaction to Consumer, using the refund function in the Payment Service.

7.9 If Consumer is a private consumer and refuses to accept or does not collect a product ordered from Vendor or notifies Vendor that he is exercising his right of cancellation before receiving the product or service, Verifone shall refund the funds received from Consumer in respect of same through the Means of Payment Provider immediately after being notified by Vendor of such refusal, non-collection or exercising of the right of cancellation. Vendor shall be liable for any claims presented by Consumer due to a delay in payment of the refund, except if said delay is due to negligence on the part of Verifone.

By derogation from the above, if a Consumer who is a private consumer refuses to accept or does

not collect a product or service referred to in chapter 6 section 16 of the Consumer Protection Act, Verifone may refrain from refunding Consumer's funds in respect of same, provided that Vendor has presented Verifone with a reliable account of why said product or service is not covered by the right of cancellation under the Consumer Protection Act.

7.10 If Consumer is not a private consumer and refuses to accept or does not collect a product ordered from Vendor, Verifone shall refund the funds received from Consumer, either directly or through the Means of Payment Provider, after Vendor has notified Verifone of such refusal or non-collection, or at the very latest when Consumer presents a claim for a refund.

7.11 If Vendor does not deliver a product or service ordered by Consumer from Vendor within the time limit agreed by Vendor and Consumer, Verifone shall refund the funds received from Consumer in full, either directly or through the Means of Payment provider. Said refund shall be made when Verifone has received Consumer's demand to that effect, unless Vendor immediately presents a reliable account of the product or service having been appropriately delivered or an acceptable justification for the product or service not having been delivered. Vendor shall be held liable for any penalty interest payable on said refund.

7.12 The transport or other delivery of Vendor's product or service to Consumer shall be managed directly between Vendor and Consumer, and Verifone shall not be independently or indirectly held liable to either of the aforementioned parties for any delivery, the time period for the delivery, failure to make the delivery or any damage that may be caused in connection with transport and delivery.

7.13 Vendor shall ensure that each Consumer has the opportunity to submit any and all remarks, complaints and claims concerning Vendor's operations, products and services directly to Vendor and that such remarks, complaints and claims are processed without delay and appropriately. Vendor shall make his contact details available to Consumer in Vendor's service for the purpose of submitting any remarks, complaints or claims.

7.14 Vendor shall commit to providing and marketing the products and services that are provided by Vendor and for which the Payment Service is used in accordance with legislation, official orders and good business practice.

7.15 If Vendor subscribes to the Online Payment Service, Vendor shall ensure in his marketing that users will not confuse Vendor's online service and Verifone's Online Payment Service, and the related responsibilities, with one another. Vendor shall send an order confirmation to Consumer for each order, electronically or in writing, and/or offer Consumer the opportunity to view his order online.



Vendor shall deliver to Verifone on request an order confirmation or similar document for each order within two business days. This section 7.15 shall not apply to the Payment Terminal Service.

7.16 Vendor shall issue Consumer a receipt for each payment transaction executed through the Payment Terminal Service, the content of which shall comply with the guidelines and orders issued by Verifone from time to time.

7.17 Vendor shall comply with the Verifone Vendor Guideline valid at any given time, the valid version being available on the Verifone website.

7.18 If Vendor applies an additional charge to Consumer or grants a discount for the use of a specific method of payment, Vendor shall notify Consumer thereof before the payment transaction is executed. Such a charge must be justifiable and may not exceed the actual costs incurred by Vendor by the use of the method of payment in question. With regard to such charges, Vendor shall undertake to comply with legislation and official orders.

## 8. Vendor's obligations

8.1 In respect of the cards agreed upon in the Vendor Agreement, Vendor shall have the right to accept cards issued by international card providers for payments for products and services provided by Vendor, in accordance with these Vendor Terms. Having selected specific cards, Vendor shall also be obliged to accept payments made using those cards.

8.2 In case of a refund, Vendor shall only commit to refunding a payment to the same card number that was used in the payment transaction being refunded.

8.3 Vendor shall undertake to process card number data in confidence and to comply with the Payment Card Industry Data Security Standard (PCI-DSS) and any other mandatory standard that may later replace PCI-DSS. Further information on the standard is available online at [www.pcisecuritystandard.org](http://www.pcisecuritystandard.org)

8.4. Having subscribed to the Online Payment Service, Vendor shall enter buyers' IP addresses in a log.

### 8.5 Transaction details (log)

Vendor shall enter transaction and receipt details in a log. Vendor shall, if Verifone so requests, deliver to Verifone at no extra charge at least the following details:

- a) Name of Vendor, location and business ID
- b) Payment transaction currency and sum, and VAT information

- c) Transaction date (verification date)
- d) Unique transaction identifier
- e) Vendor ID used by Vendor
- f) Type of transaction (purchase or cancellation)
- g) Description of products and services purchased

Also, having subscribed to the Online Payment Service, Vendor shall, if Verifone so requests, deliver to Verifone at no extra charge Vendor's online address (URL) within five (5) days.

8.6 Vendor shall also, if Verifone so requests, be able to demonstrate to which address the products or services ordered have been delivered.

8.7 Vendor shall retain transaction details as instructed for a period of 18 months from the transaction date. Vendor shall, if Verifone so requests, deliver to Verifone at his own cost details on the content of individual payment transactions within five (5) banking days. If the Vendor Agreement for card payment transactions expires, transaction details shall be turned over to Verifone if Verifone so requests. Transaction details are accounting details, and as such they shall be retained as per the provisions of the Accounting Act.

## 9. Invoicing, payments and costs

9.1 Client shall pay Verifone the fees for the Payment Service and its use that are specified in the Tariff valid at any given time or in the Agreement, in accordance with the Invoicing Periods specified in the Tariff or the Agreement. Service connection fees and the first Invoicing Period shall be invoiced at the time of delivery. Verifone shall not return fees already paid when the Service Agreement expires.

9.2 The terms of payment shall be 14 days net. Payments shall be made on the invoice due date at the latest. Verifone shall have the right to charge recovery costs and handling fees for payments in arrears, and also penalty interest at an annual rate pursuant to the Interest Act valid at any given time, as of the due date of the invoice. If Vendor has not paid overdue invoices despite a notice of overdue payment and suspending of the Service, other payments for the Service that are not yet due shall also fall due.

9.3 The deadline for remarks on invoices shall be eight (8) days. Any remarks concerning an invoice shall be made in writing before the due date. Notwithstanding any remarks made, Vendor shall pay any undisputed portion of an invoice by the due date. If a remark is found upon inspection to be baseless, Vendor shall pay the invoice inclusive

of penalty interest within two weeks of being informed of the outcome of the inspection.

9.4 Verifone shall, if Vendor so requests, provide information on how an invoice is made up, insofar as this is possible technically and under law. If Vendor requests itemization that calls for repeated manual work, Verifone shall have the right to charge a fee as per the Tariff for said itemization.

9.5 Verifone shall charge Vendor a commission as per the Tariff valid at any given time for each payment made to Vendor processed by Verifone. Unless otherwise agreed, the aforementioned commission shall be deducted automatically from the settlement paid by Verifone to Vendor. Any other fees or costs agreed upon shall be invoiced separately. Verifone shall have the right to withhold any receivables due to Verifone from Vendor from the aforementioned payments.

9.6 Vendor shall be obliged to pay the minimum commission as per the Verifone Tariff valid at any given time also for interrupted payment transactions that were interrupted when Consumer's payment had already been transferred into the Verifone Consumer Funds Account.

9.7 If a sale is cancelled due to Consumer exercising the right of return as per the Consumer Protection Act or for any other reason not due to Verifone and Verifone is thereby required to refund the purchase price to Consumer, Vendor shall reimburse Verifone for the payments thus refunded, plus a processing fee as per the Tariff. If Vendor neglects his obligation to reimburse payments, including the process fees payable to Verifone, Verifone shall have the right to withhold the amount in question from payments otherwise payable to Vendor.

9.8 Verifone shall have the right to revise the commission and other fees charged in connection with the Payment Service, in accordance with section 19 of these Vendor Terms. Verifone is entitled to charge change fee of the card commission change request according the price list.

9.9 The prices given in the Tariff are ex VAT. Verifone shall invoice VAT as per current legislation from Vendor retrospectively.

## 10. Providing and using the Service

10.1 Verifone shall deliver the Service pursuant to the Service Agreement using Verifone's own methods and in any way that Verifone considers best and may use subcontractors in delivering the Service. Verifone shall be liable for its subcontractors' performance as for its own. Verifone shall have the right to make changes affecting the technology and usage of the Service. If such changes require changes to be made to the online shop of Vendor subscribing to the Online Payment Service, Vendor shall implement such

changes at his cost. Verifone shall notify Vendor of any changes to the Service impacting Vendor within a reasonable time in advance, no later than two (2) months before said changes. Any changes to the content of the Service requested by Vendor shall be subject to a fee to be determined by Verifone.

10.2 The content of the Service and the special terms and conditions applying to same shall be determined in the Service Agreement and its Appendices, including currently valid Verifone Service Descriptions. Any details given in product brochures or other marketing materials shall not constitute service specifications and shall not be binding upon Verifone.

10.3 Ownership and IPR in any software, documents, testing materials and information and in any amended versions thereof shall be retained by Verifone or a third party (such as Verifone's principal or a Verifone subcontractor), and Client shall not, without the advance consent of Verifone in writing, have the right to copy, translate or modify such materials, documents or software or to allow a third party to use them, or to use the software to provide services to any third parties, unless mandatory legislation provides otherwise.

10.4 With regard to the Online Payment Service, Verifone shall grant Vendor the right to use the software services and service material delivered pursuant to the Service Agreement in Vendor's commercial operations for the duration of the validity of the Service Agreement. However, Vendor and any third parties acting on behalf of Vendor shall have the right to continue to use material obtained from the software Service that contains Vendor's material, and material created for Vendor (such as reporting data), beyond the expiry of the Service Agreement. When the right of use expires, Vendor shall at his cost either return or, if Verifone so requests, destroy any originals and copies of material in Vendor's possession, including storage devices and documentation.

10.5 Vendor shall be responsible for the acquisition and maintenance of any software and equipment not included in the Service pursuant to the Agreement. Unless otherwise agreed, Vendor shall establish any telecommunications connections required for the Service at his business locations and shall be liable for the costs and risks thereof in full.

## 11. Vendor's integrations

11.1 Having subscribed to the Online Payment Service, Vendor shall be responsible for his part for implementing and testing the interface between the Verifone Online Payment Service and Vendor's online shop. Vendor shall undertake at his cost to comply with and maintain the POS interface defined by Verifone. Verifone shall be responsible for updating the POS interface specifications and

the interface itself so that it delivers on the matters agreed upon in the Service Agreement between Verifone and Vendor while also complying with the information security specifications given in section 12. Verifone shall notify Client of any new POS interface version and its features at least two (2) months before it is introduced. Verifone is committed to support all POS interface versions released within one (1) year of the currently most recent version. If the most recent version of the POS interface incorporates mandatory requirements imposed by currently valid standards, Verifone shall only support that version and later versions after its release. Verifone shall not be held liable for costs incurred by Vendor in updating the interface.

11.2 Having subscribed to the Payment Terminal Service, Vendor shall be responsible for his part for the integration of the Verifone Payment Terminal Service with Vendor's other systems and for the costs thereof.

## 12. Information security

12.1 Verifone shall undertake to provide the Service so that it complies with the mandatory information security specifications and standards valid at any given time specified in the agreements between Verifone and Means of Payment Providers.

12.2 Verifone and Vendor shall each be responsible for ensuring for their respective IT systems that their information security is adequately provided for and that their respective systems are reliably protected against illicit use.

12.3 The user ID and password for the Payment Service administration interface and all similar identifiers (“**Identifiers**”) shall be kept secret and only disclosed on a need-to-know basis to persons acting on behalf of Vendor. Vendor shall be responsible for ensuring appropriate use of the Identifiers. Vendor shall notify Verifone immediately if any Identifier is disclosed to a third party and of any other information security risk of which Vendor becomes aware.

12.4 Vendor shall undertake to inform Verifone immediately, within one day at the most, of any actual or attempted system break-ins against services, systems or electronical or physical storage containing account data used by Vendor, its agents, its subcontractors or any other parties for receiving or processing Vendor's payment transactions or account data, and of any actual or suspected misuse or attempted misuse of the Service, cards or account data of which Vendor has become aware and which have caused or may cause damage to cardholders, to Verifone or to Means of Payment Providers.

12.5. Vendor shall undertake to investigate the actual or attempted system break-ins referred to above and to maintain his system in such a

condition that said circumstance cannot be repeated. Vendor shall also submit a report on the incident to Verifone.

Vendor shall undertake to assist Verifone, at the request of a Means of Payment Provider, using any means available and at his own cost, in investigating the actual or suspected misuse of cards and/or account data.

12.6 Vendor shall be responsible for any and all use of the Identifiers assigned to Vendor, irrespective of whether through omission or commission.

12.7 Vendor shall be responsible for ensuring that the technical implementation of Vendor's service is such that the information security of a Consumer using Vendor's services or of Verifone will not be compromised.

## 13. Availability of the Payment Service

13.1 Verifone shall provide and maintain the Verifone Payment Terminals required for the Payment Terminal Service in accordance with the terms and conditions of separate Delivery and Service Agreements concerning them. Functioning of the Payment Terminals is a fundamental requirement for providing the Payment Terminal Service.

13.2 The Online Payment Service shall be available to Vendor on a 24 hour basis seven (7) days a week all year around except for outages due to maintenance, updates, upkeep, disruptions or other similar reasons.

13.3 Verifone does not guarantee that the Payment Service will be available to Vendor completely without interruption. Verifone shall endeavor to minimize any inconvenience caused to Vendor by any outages.

13.4 Verifone shall have the right to suspend the Service or a part thereof or particular methods of payment for risk management reasons, if Verifone has justifiable cause to do so or if the system is threatened by an attack or serious misuse, or if an authority orders or recommends use of the Service to be restricted.

13.5 Verifone shall not be held liable for errors or disruptions in the services or IT systems of any credit institution or other financial institution used by Verifone, Consumer or Vendor.

13.6 Verifone shall not be held liable for the functioning of the telecommunications network nor for any disruptions in data transmission and resulting disruption in or inability to use the Payment Service.

13.7 The Online Payment Service shall be considered to be faulty if it deviates substantially from the properties defined in the Service

Agreement and the deviation substantially hinders the use of the Online Payment Service.

13.8 Verifone shall not be held liable for an error that is beyond the control of Verifone or that falls within the responsibility of Vendor. Verifone shall invoice a separate charge from Vendor for any troubleshooting and repairs required by such an error, including but not limited to errors caused by:

- incorrect use of the Service, negligence or carelessness in using the Service or in following maintenance instructions or environmental requirements; or
- devices, data connections, software or settings not belonging to the Service, or changes or repairs made by a party other than Verifone.

13.9 The liability of Verifone regarding errors in the Service shall be restricted to remedying errors in the Service that fall within the responsibility of Verifone.

#### 14. Impact of Means of Payment Providers

14.1 Means of Payment Providers have in their own terms, which form part of the agreements made between Verifone and each Means of Payment Provider, reserved the right to change the procedures and terms of their payment services. Verifone shall have the right to change the Payment Service to match any change made by a Means of Payment Provider. Verifone shall further have the right to change the Payment Service if such a change is required by legislation, an official order or decision, or a change in the rules or instructions of international card providers. Verifone shall aim to notify Vendor of changes to the Service that will impact Vendor within a reasonable time in advance.

14.2 Means of Payment Providers apply their own settlement periods in the forwarding of payment transactions to Verifone. If a Means of Payment Provider applies a longer settlement time because of a complaint made by Consumer or for any other reason, the settlement time from Verifone to Vendor shall be likewise extended.

14.3 Vendor shall undertake, if Verifone or a Means of Payment Provider so requests, to assist Verifone and Means of Payment Providers in investigating actual or suspected misuse of payments, including delivering related documentation to Verifone or to the authorities within two (2) business days.

14.4 Verifone shall apply the card payment redemption agreement of Svenska Handelsbanken AB (publ), Finnish branch, business ID 0861597-4 when receiving card payments on Visa and MasterCard. Verifone shall enter into the Service Agreement on behalf of and as the agent of the bank that receives and settles card payments, Svenska Handelsbanken AB (publ). Vendor shall

have the right to contact the aforementioned recipient of card payments directly if needed. Handelsbanken customer service

tel. +358 10 444 2545 (service selection 2), Mon to Fri 08.00–17.00, call charge EUR 0.0821 per call + EUR 0.1190 per minute.

#### 15. Complaints and liability for compensation for damages

15.1 Complaints concerning the usability of or an error in the Payment Service shall be submitted to Verifone in writing within fourteen (14) days of the error being discovered; otherwise, Vendor may forfeit his right to claim against the error. Complaints shall be submitted by e-mail to [palaute@verifone.fi](mailto:palaute@verifone.fi).

15.2 Verifone shall not under any circumstances be held liable for any direct or indirect damage caused to Vendor, including but not limited to decrease in sales, loss of market share, loss of profits, loss of revenue or similar damage.

15.3 Verifone shall not be held liable for damage caused by errors or shortcomings in the identification, contact or commission details or payment details submitted by Vendor to Verifone.

15.4 The liability of Verifone for errors or delays shall be limited to correcting the error, or alternatively performing the erroneously completed or delayed service again. The liability of Verifone with respect to any individual payment transaction shall under all circumstances be limited to the amount of the payment transferred by Consumer to the Verifone Consumer Funds Account. The liability for compensation of Verifone for direct damage to Vendor caused by a negligent breach of the Service Agreement shall be limited to the commissions paid over a period of one (1) month prior to the damage-causing event, and collectively to the commissions paid for a maximum of three (3) months in any one Agreement Year.

15.5 Verifone shall not be held liable for damage caused by force majeure or by the action or default of a third party beyond the reasonable control of Verifone. Force majeure shall be defined as a circumstance beyond the control of Verifone which prevents an action specified in the Service Agreement from being executed or unreasonably complicates same, and which cannot be prevented, circumvented or its impact eliminated without substantial cost or loss of time. Circumstances defined as force majeure include but are not limited to: action taken by the authorities; war or threat of war; insurrection or riot; lockout or other industrial action; disruption to mail deliveries, automatic data processing, telecommunications, other electronic communications or electricity supply or in the operations of financial institutions; or interruption

or delay in Verifone's operations caused by fire or other accident.

15.6 If Vendor or any party acting on behalf of Vendor neglects the provisions of this Agreement regarding requirements for security and information security, requirements related to risks of misuse, or neglects the Vendor Guidelines or other instructions based on the requirements of international card providers, Vendor shall undertake to reimburse the Means of Payment Providers of international card providers and/or Verifone, without delay and in full, for any sanctions imposed on same for said neglect and for any costs and damages caused to Means of Payment Providers, Verifone, Consumer or third parties, according to claims made by Verifone and/or a Means of Payment Provider.

15.7 Verifone shall have the right to block payment transactions which a Means of Payment Provider blocks and/or reclaims from Verifone. In the aforementioned cases, Verifone shall further have the right to deduct such payment transactions from future settlements to Vendor or to invoice them retrospectively. Verifone shall monitor payment transactions and reject any transactions suspected of constituting misuse. Also, Verifone may inspect and/or submit to Vendor for manual inspection and acceptance/rejection any transactions that exceed a given risk level.

## 16. Confidentiality

16.1 Verifone and Vendor shall be subject to confidentiality binding upon both Parties vis-à-vis confidential information pertaining to their operations, including but not limited to information concerning Verifone and Vendor that constitutes business secrets, the manner of implementation of the Payment Service, security solutions, the terms of the Service Agreement and any and all other information received in confidence by one Party from the other in operations pursuant to the Service Agreement. Information covered by the confidentiality obligation shall not be used for any other purpose than that specified in the Service Agreement. The confidentiality obligation shall survive the expiry of the Service Agreement by five (5) years, or for a longer period if mandated by law.

16.2 Verifone shall have ownership of any and all information transmitted through the payment form and shall have the right to use said information for the development of its services and/or products. Business secrets and/or sensitive information of Vendor shall never be disclosed to third parties so that Vendor is in any way identifiable on the basis of same.

16.3 However, this confidentiality obligation shall not apply to information that has become publicly available without a breach of the confidentiality obligation, or information received by one Party

from a third party not subject to a confidentiality obligation, or information that was in the possession of the recipient prior to disclosure. Notwithstanding this confidentiality obligation, either Party may disclose information in compliance with an order from a competent authority or court of law, or with legislation or other valid regulations. Notwithstanding this confidentiality obligation, Verifone may disclose information concerning Vendor, its Consumers or payment transactions to enterprises in the same group of companies as Verifone, to Means of Payment Providers, to international card providers or to service providers contributing to the providing of the Payment Service, provided that said service providers have also committed to the appropriate confidentiality obligation.

## 17. Copyright and trademarks

17.1 Copyright and trademarks in the devices and software used in and for the Payment Service shall remain the property of Verifone and third parties. All rights to copyright and trademarks are reserved.

17.2 Vendor shall undertake not to replicate, publish or distribute information contained in the Service electronically or through any other communication channels except by written consent of the copyright holder.

17.3 Under the Service Agreement between Vendor and Verifone, Vendor shall have the right to use the name and logo of Verifone in connection with the Payment Service for the duration of the validity of the Service Agreement. Vendor shall undertake to comply with instructions issued by Verifone from time to time concerning the use of the Verifone trademark. The Verifone trademark may only be used in connection with the Payment Service. The right to use the Verifone trademark shall expire immediately when the Service Agreement expires, at which time Vendor shall undertake to remove the Verifone trademark from his service immediately.

17.4 Verifone shall have the right to use the name and logo and other emblems of Vendor as a reference in its marketing, unless specifically prohibited by Vendor in writing.

17.5 In order to use the names, trademarks or copyrighted material of Means of Payment Providers in Vendor's service, Vendor shall obtain separate written consent from the Means of Payment Provider or from Verifone.

## 18. Infringement of intellectual property rights

18.1 Verifone shall be responsible for ensuring that the Service it delivers does not infringe upon intellectual property rights valid in Finland during the Agreement Period.



18.2 If legal action is pursued against Vendor or claims are presented on the basis that using the Service delivered by Verifone infringes upon an intellectual property right protected in Finland, Verifone shall undertake to defend Vendor against such an action or claim as it best sees fit and shall indemnify Vendor against any compensation ruled payable by Vendor. In such a matter, Vendor shall not have the right, except with advance consent from Verifone in writing, to enter into an agreement or any other arrangement to settle the matter with the party filing the legal action or claim. In order for Verifone to be held liable as described above, Vendor shall notify Verifone of any such claims immediately upon learning of them and at the same time shall authorize Verifone to act on Vendor's behalf to safeguard Vendor's interests and shall provide Verifone with any and all information and assistance needed to manage the matter.

18.3 If a claim of infringement of intellectual property rights as described above in section 18.3 acquires legal force, or if Verifone considers it probable that it will acquire legal force, Verifone shall obtain at its own cost the right to use the relevant service or part thereof, or replace the Service with another comparable Product whose use does not infringe upon the aforementioned rights, or amend the Service so as to remove the infringement. In such a case, Verifone shall also have the right to terminate delivery of the Service without notice. The liability of Verifone for infringement of intellectual property rights shall be restricted to the measures described in this chapter 18.

18.4 Verifone shall not be held liable to Vendor for any infringements of intellectual property rights caused by the Service having been altered or used for a purpose for which it was not designed or approved, or by the Service being used in conjunction with a product or service delivered by another supplier or by Vendor himself, or by the Service being used contrary to instructions issued by Verifone.

#### **19. Amending the Vendor Terms and assigning the Agreement**

19.1 Verifone shall have the right to revise the commission and other fees charged in connection with the Payment Service. Any new Tariff shall enter into force at a time announced by Verifone, though not earlier than two (2) months from the sending of the notification of said change to Vendor.

19.2 Verifone shall have the right to amend these Vendor Terms or other terms of the Service Agreement. Verifone shall notify Vendor in writing or electronically of any amendment to the Vendor Terms. Amended Vendor Terms shall enter into force at a time announced by Verifone, though not earlier than two (2) months from the sending of the notification of said change to Vendor.

19.3 Vendor shall not assign the Service Agreement or any of his rights and responsibilities under the Service Agreement to a third party except by advance written consent from Verifone.

19.4 Verifone shall have the right to assign the Service Agreement to an enterprise in the same group of companies.

#### **20. Validity of the Service Agreement, suspending the Payment Service, and termination and cancellation of the Service Agreement**

20.1 The Service Agreement shall be valid until further notice or for an agreed fixed period.

20.2 Verifone shall have the right to suspend the use of the Payment Service or to cancel the Service Agreement with immediate effect if Vendor commits a material breach of these Vendor Terms, any other terms in the Service Agreement, the terms of the Delivery and Maintenance Agreement concerning the Payment Terminal, or the terms of any other agreement between Verifone and Vendor; and also if Vendor's conduct, services or marketing are in violation of legislation, official orders or good business practice, or if Vendor becomes insolvent or is sued for receivership or bankruptcy or corporate restructuring, or if Vendor or Vendor's assets are subjected to seizure, distraint or similar execution, or if Vendor's financial situation and operating capacity deteriorate, or if Vendor's credit rating is downgraded.

Verifone shall have the right to suspend use of the Payment Service if Verifone has just cause to suspect that the Payment Service is being used for activities contrary to the law or the Service Agreement, or if the use of the Service compromises the information security of Verifone, or if Vendor is subjected to complaints from Consumers concerning the delivery or quality of Vendor's products or services, or if cardholders submit complaints more frequently than on average about payment transactions processed by Vendor and/or any of Vendor's points of service. Verifone shall have the right to give notice to terminate and cancel the Card Settlement Agreement and the Payment Terminal Agreement if Vendor is subjected to distraint proceedings. Vendor shall be notified. Verifone shall have the right to invoice Vendor for any additional manual work caused by said distraint.

20.3 If any of the criteria listed above in section 20.2 are fulfilled, Verifone may, instead of cancelling or suspending the Service Agreement, limit the methods of payment provided by Means of Payment Providers that are available to Vendor, extend the settlement period, limit sales by imposing maximum sales volumes by month or by week, require Vendor to pledge a security to

Verifone as a condition for continuing to use the Payment Service, or refuse to honor a payment transaction. Vendor shall be notified of any and all of the aforementioned actions.

20.4 If Verifone incurs additional costs beyond the control of Verifone due to a payment transaction or activities related to Vendor (including but not limited to charges imposed by third parties, notifications as per chapter 15, tracing costs in the case of a party outside the European Economic Area being a party to the payment transaction, or costs caused by erroneous payment transactions), Verifone shall have the right to reclaim these costs from Vendor.

20.5 Verifone shall also have the right to prevent the use of a means of payment of an individual Consumer if:

- 1) the security of using that means of payment has been compromised,
- 2) there is reason to believe that the means of payment is being used illicitly or fraudulently, or
- 3) the means of payment carries a line of credit and there is a notably elevated risk of the Payment Service user liable for that credit being unable to discharge his debts. Verifone shall notify the holder of the means of payment and Vendor in writing of such blocking of a means of payment and the justifications of same, except if sending such a notification would compromise the reliability or security of payment services, or if sending such a notification is prohibited by law.

20.6 For a Service Agreement valid until further notice, either Party shall have the right to terminate the Agreement at three (3) months' notice by giving notice thereof in writing. Vendor shall be required to give notice to terminate the Service Agreement if Vendor removes the Online Payment Service from his online service. If Verifone has issued a notification of a change in the Vendor Terms or in the charges concerning the Service, Vendor may terminate the Service Agreement with one (1) month's notice up until the date on which said changes enter into force.

20.7 Vendor shall have the right to cancel the Service Agreement with immediate effect if Verifone has committed a material breach of the terms of this Service Agreement or any eventual separate service agreement, or if Verifone is sued for receivership or bankruptcy or corporate restructuring, or if Verifone or Verifone's assets are subjected to seizure, distraint or other executive action.

## 21. Applicable law and forum

21.1. The Service Agreement shall be governed by Finnish law.

21.2. Any disputes arising from the Service Agreement shall be resolved by the Vantaa District Court.

## ADDENDUM 1: Addendum concerning data protection

Date: March 25, 2018

### 1. Addendum concerning data protection

The present notification ("Addendum") amends the Service Agreement ("**Service Agreement**") between Verifone Finland Oy ("**Verifone**") and Consumer with regard to the processing of personal data. The Addendum is related to the new EU legislation on data protection. With the exception of the provisions given below, the terms of the Service Agreement shall remain in force unchanged.

Under the Agreement, Verifone shall have the right to amend the terms of the Agreement with two (2) months' notice given in writing. The terms of agreement in this Addendum shall complement the Agreement and form an inseparable part thereof and shall enter into force two (2) months from the date given above.

The following terms are used in this Addendum in the specific meanings given here. Capitalized terms not defined herein shall have the same definition as given in the Agreement.

### 2. Definitions

In this Addendum, the following terms shall have the following meanings:

"**Process/Processing**", "**Controller**", "**Processor of Personal Data**", "**Data Subject**", "**Personal Data Breach**" and "**Special Categories of Personal Data**" mean the same as in Data Protection Legislation.

"**Associated Company**" is an entity which has ownership or exercises control in a Party, or in which a Party has ownership or exercises control, or which is under the same ownership or exercise of control as a Party, where "exercising control" is defined as the power to direct the management and procedures of the entity either directly or indirectly, pursuant to votes vested in shares or through an agreement or by other means.

"**Data Protection Legislation**" comprises the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council)

(“**GDPR**”) and applicable national data protection legislation implementing the GDPR.

“**Data Subject Request**” is a request by a Data Subject for exercising his/her rights pursuant to the Data Protection Legislation.

“**Personal Data**” are personal information as defined in the Data Protection Legislation, disclosed by one party (“**Data Discloser**”) to another party (“**Data Recipient**”) in the course of exercising his/her rights or fulfilling his/her obligations pursuant to the Agreement.

“**Supervisory Authority**” is (a) an independent public authority established by a Member State pursuant to Article 51 of the GDPR, or (b) any other comparable regulatory authority charged with oversight of the Data Protection Legislation.

### 3. Controllers

a) Both Parties shall be considered independent Controllers with regard to the Personal Data Processed. The Parties shall not Process Personal Data as joint Controllers.

b) Both Parties shall commit to complying with the obligations incumbent on them pursuant to the Data Protection Legislation with regard to the Processing of Personal Data.

c) This Amendment shall not apply to the Processing of Personal Data acquired by a Party for its own purposes from a third party and not the other Party, such as the Processing of credit card data received by Verifone directly from the payer in a payment transaction.

### 4. Disclosure of Personal Data

When either Party acts as Data Discloser, it shall:

- a) only disclose Personal Data for the purpose of exercising its rights and fulfilling its obligations pursuant to the Agreement, or as otherwise agreed in writing between the Parties (“**Permitted Purposes**”),
- b) ensure that it has (i) delivered to Data Subject the appropriate information concerning disclosure of Personal Data to a Data Recipient or to an appropriate group of Data Recipients; and (ii) obtained the consents or authorizations required for Data Recipient to be allowed to freely Process the Personal Data for the Permitted Purposes, and
- c) disclose Personal Data in Special Categories of Personal Data to a Data Recipient only when it is necessary for the Permitted Purposes and only when Data

Discloser has obtained the specific consent of Data Subject in advance, or proven (in a way satisfactory to Data Recipient) that there are legal grounds for such disclosure.

### 5. Processing of Personal Data

When either party acts as Data Recipient, it must:

- a) not process Personal Data for any other than the Permitted Purposes (except to comply with the requirements of applicable legislation),
- b) not process Personal Data for any longer than is necessary for the Permitted Purposes (except to comply with the requirements of applicable legislation).
- c) Moreover, both Parties shall, considering the technology and implementation costs, the nature and extent of the processing, the context and purposes and the probability and severity of risks to the rights and freedoms of natural persons, put in place the appropriate technological and organizational protective measures to ensure a level of security commensurate with the risks, including the measures agreed in the Agreement, to protect Personal Data from illicit or illegal processing and from accidental loss, destruction or damage.

### 6. Security in transferring Personal Data

- a) Data Discloser shall be responsible for the data protection of Personal Data when said data are in the possession of Data Discloser.
- b) Consumer undertakes to comply with and execute any instructions that Verifone may issue from time to time concerning appropriate data protection procedures and measures, the purpose of which is to ensure the secure transfer of Personal Data from Consumer to Verifone on the one hand and from Verifone to Consumer on the other.

### 7. Personal Data Breach

- a) In case of a Personal Data Breach concerning the Personal Data, Data Recipient shall notify Data Discloser thereof without undue delay.
- b) Either Party shall, if the other Party so requests, cooperate within reason in submitting reports to the Supervisory

Authority or Data Subject concerning the Personal Data Breach.

#### **8. Cooperation and mutual assistance between Parties**

Either Party shall, if the other Party so requests, cooperate within reason with the other Party in matters concerning:

- a) Data Subject Requests,
- b) other contacts from Data Subject regarding the Processing of his/her Personal Data,
- c) contacts from the Supervisory Authority regarding the Processing of the Personal Data or compliance with the Data Protection Legislation.

#### **9. International transfers**

Neither Party shall Process the Personal Data (or allow the Personal Data to be Processed) outside the European Economic Area, unless the Party has undertaken such measures as are necessary for ensuring that the transfer of the Personal Data is performed in compliance with the Data Protection Legislation.

#### **10. Liability**

Vendor shall reimburse Verifone in full for any and all compensation payable to a Data Subject and administrative fines payable to the regulatory authorities arising from any breach of this Agreement or of the Data Protection Legislation. Vendor shall comply with the Data Protection Legislation and with instructions issued by Verifone.

#### **11. Other**

After the Agreement is terminated or expires, the Parties may continue to Process the Personal Data, provided that such Processing is in compliance with the Data Protection Legislation.