

POS Schedules of Service

Schedule 1: POS Terminal Service Description

Terminals are leased by Supplier (as Lessor) to Client (as Lessee) for the sole purpose of accepting card payment and refund transactions through the ClearAccept Payment Facilitation Solution (which forms part of the Supplier Software) which must be separately contracted by Client for the duration of this Contract). The Client must not use the Terminals for any other purpose.

The models and quantities of Equipment (Terminals) provided to Client are specified in the Order.

In addition to the supply of Terminals, the Client is provided with support services during the term of this Contract. The Terminal functionality and the support services are outlined in the table below.

Further aspects of the services including support processes are set out in the Schedule 2: POS Terminal Hire Terms.

POS Terminal and POS Terminal Services	
Payment Terminal	Payment Card Industry (PCI) and EMV certified terminal
Payment terminal software	Fully approved and maintained Card Scheme compliant software.
Terminal transaction processing	Processing of the supported card types identified in the Client / merchant's Payment Facilitation Solution contract with ClearAccept Limited, and standard payment methods for authorisation.
Delivery to Client / Merchant	Delivery of fully configured payment terminal to merchant premises for self-installation.
1st and 2nd Line Support Helpdesk	Helpdesk to support Clients / merchants to address any payment terminal related issues.
Replacement and Repair	Delivery of Terminal replacements and a repair service

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Schedule 2: POS Terminal Hire Terms

1. Definitions and interpretation

- 1.1 **Accessories:** items supplied by Supplier for use with the Terminals including, without limitation, rechargeable batteries, power supplies, cables, covers, holsters, in each case whether supplied with the Terminals or separately, but excluding SIMs;
- 1.2 **Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- 1.3 **Delivery:** the transfer of physical possession of the Equipment to the Client at the Site(s).
- 1.4 **Embedded Software:** the computer software in machine readable object code form incorporated into any Terminal, which shall be the current version of software which, as at the Effective Date, is certified by the agreed acquirer(s), and updates and new versions which are made available from time to time.
- 1.5 **Equipment:** the Terminal equipment (including any Embedded Software incorporated therein) specified in the Order and any subsequent agreed orders, and all substitutions, replacements or renewals of such equipment and all related Accessories, SIMs, manuals and instructions provided for it.
- 1.6 **Helpdesk:** means the Supplier's helpdesk providing technical support and customer service during the Helpdesk Operating Hours.
- 1.7 **Helpdesk Operating Hours:** means between the hours of 08:00 and 18:00 on Business Days and 09:00 – 18:00 on Saturdays.
- 1.8 **Client Damage:** damage to Equipment due to misuse, abuse, accident, neglect or mishandling by any person other than Supplier or Supplier's appointed agents, which shall be chargeable to the Client as determined by the Supplier.
- 1.9 **Payment Schedule:** the payment schedule set out on the Order.
- 1.10 **Rental Payments:** the payments made by or on behalf of Client for hire of the Equipment and related support services.
- 1.11 **Rental Period:** the period of hire as set out in paragraph 3.1.
- 1.12 **Risk Period:** the period during which the Equipment is at the sole risk of the Client as set out in paragraph 6.3.
- 1.13 **SIMs:** the subscriber identification module cards which may be provided by the Supplier to the Client pursuant to this Contract.
- 1.14 **Site(s):** the Client's premises as specified in the Shipping Address(es) detailed on the Order.
- 1.15 **Terminal:** an item of Equipment provided by Supplier that is used to facilitate payment transactions.
- 1.16 **Terminal Supplier:** means the third-party manufacturer and/or licensor of the Equipment from time to time, as identified in the Order and/or as notified by the Supplier to the Client.
- 1.17 **Territory:** the United Kingdom of Great Britain and Northern Ireland.
- 1.18 **VAT:** value added tax or any equivalent tax chargeable in the UK or elsewhere.
- 1.19 References to clauses are references to Clauses within the POS Ts&Cs and references to paragraphs are to paragraphs of the relevant Schedule (unless the context otherwise requires).
- 1.20 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Equipment hire

- 2.1 During the Rental Period the Supplier hires the Equipment to the Client subject to the terms of this Schedule and the POS T&Cs.
- 2.2 The Supplier shall not, other than in the exercise of its rights under this Contract or applicable law, interfere with the Client's quiet possession of the Equipment.

3. Rental period

- 3.1 The Rental Period starts on the Effective Date and shall continue unless terminated in accordance with this Contract.

4. Rental fees

- 4.1 The Client shall pay the Rental Payments to the Supplier in accordance with the Payment Schedule. The Rental Payments shall be paid in pounds sterling (£). The Client agrees that the Supplier may collect the Rental Payments and other charges by net settlement collection under any separate payment services agreement applying between the parties from time to time. Client further agrees that Supplier may (at Supplier's sole discretion) instead require collection of Rental Payments and other fees by direct debit or BACS transfer, payment in each such case being due within 14 days of invoice or such shorter period as agreed in writing and/or specified in the Order.

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- 4.2 The Rental Payments and any other charges payable for services under these POS Terminal Hire Terms (e.g. the service charges under paragraph 10 of these POS Terminal Hire Terms) are inclusive of VAT and any other applicable taxes and duties or similar charges as at the date of this Agreement and may therefore change in the event of any change to the applicable rate of VAT or any other taxes, duties or similar charges, which shall be payable by the Client at the rate and in the manner from time to time prescribed by law.
- 4.3 The Supplier may vary the Rental Payments and any other charges payable under this Agreement (e.g. the service charges under paragraph 10 from time to time by giving not less than sixty (60) days' notice to the Client.
- 4.4 All amounts due under this Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4.5 If the Client fails to make a payment due to the Supplier under this Contract by the due date, then, without limiting the Supplier's remedies, the Client shall pay interest on the overdue amount pursuant to Clause 4.6.

5. Delivery

- 5.1 Delivery of the Equipment shall be made by the Supplier. Risk shall transfer in accordance with paragraph 6..
- 5.2 A signature may be required upon Delivery and shall constitute conclusive evidence that Delivery has taken place.
- 5.3 If the Client fails to accept delivery of the Equipment then, except where such failure is caused by the Supplier's failure to comply with its obligations under this Contract the Supplier shall store the Equipment until Delivery takes place and charge the Client for all reasonable related costs and expenses (including insurance).

6. Title, risk and insurance

- 6.1 The Intellectual Property Rights in the Equipment are and shall remain owned by the Supplier (to the extent owned by the Supplier) and/or the Terminal Supplier and its licensors (to the extent owned by them)..
- 6.2 The Client shall have no right, title or interest in or to the Equipment save the right to possession and use of the Equipment subject to the provisions of this schedule and the POS T&Cs.
- 6.3 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Client on Delivery. The Equipment shall remain at the sole risk of the Client during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Client (**Risk Period**) until such time as the

Equipment is redelivered to the Supplier. During the Rental Period and the Risk Period, the Client shall, at its own expense, obtain and maintain insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Supplier may from time to time nominate in writing.

- 6.4 The Client shall give immediate written notice to the Supplier in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Client's possession or use of the Equipment.
- 6.5 Notwithstanding the requirement to procure suitable insurance, the Client shall remain financially responsible for the Equipment during the Risk Period. The Client shall, on demand, reimburse the Supplier to the full value of such Equipment in the event of loss, theft, damage or destruction of the Equipment. For the avoidance of doubt, the Client shall remain liable for the Equipment during the Risk Period regardless of whether the loss, theft, damage or destruction is covered by such insurance.

7. Client's responsibilities

- 7.1 The Client shall during the term of this Contract:

- (i) ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions and/or Supplier instructions from time to time;
- (ii) take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- (iii) undertake upgrades and/or updates to the Embedded Software as instructed from time to time;
- (iv) keep the Equipment in as good an operating condition as it was on the Effective Date (fair wear and tear only excepted);
- (v) make no alteration to the Equipment and shall not remove any existing component(s), labels, markings, brands or trademarks from the Equipment. Title and property in all substitutions, replacements, renewals made in or to the Equipment (which shall be made only by the Supplier) shall vest in the Supplier or its suppliers;
- (vi) keep the Supplier fully informed of all material matters relating to the Equipment;

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- (vii) at all times keep the Equipment in the possession or control of the Client and keep the Supplier informed of its location;
- (viii) permit the Supplier, its suppliers, and/or their duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter on the Site(s) or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;
- (ix) not, without the prior written consent of the Supplier, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- (x) not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of the Supplier or its suppliers in the Equipment;
- (xi) not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Client shall notify the Supplier and the Client shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify the Supplier on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- (xii) not use the Equipment for any unlawful purpose;
- (xiii) not repair or alter the Equipment other than by return of the Equipment to the Supplier as provided by paragraph 8 to 10;
- (xiv) ensure that at all times the Equipment remains identifiable as being the Supplier's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
- (xv) deliver up the Equipment to Supplier or its representative at the end of the Rental Period or on earlier termination of this Contract, in compliance with Supplier's instructions, at such address as the Supplier requires, or if necessary allow the Supplier or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment;
- (xvi) use the Equipment only at the Site(s) and only in the Territory; and
- (xvii) not do or permit to be done anything which could invalidate the insurances referred to in paragraph 6.

7.2 In relation to any SIMs provided by the Supplier to the Client:

- (i) The Client shall ensure that the SIMs are not removed from the Equipment and are not used for any other purpose other than the proper functioning of the Equipment in the Territory in accordance with this Contract.
- (ii) The Supplier may immediately, without notice, disable or suspend any SIM at any time in the case of any suspected misuse of the SIM. The Supplier shall have no liability in the event that it disables or suspends the SIM in this way.
- (iii) The Supplier shall have no liability for any failure or malfunction or degradation, of, to, and in, the SIM or any telecoms network, however it shall replace a non-functioning SIM upon request from the Client.
- (iv) the Client shall: (a) take reasonable precautions to prevent the theft or loss of, or damage to that SIM; and (b) notify the Client immediately if it becomes aware of any misuse or loss or theft of any SIM.
- (v) Supplier may immediately, without notice, disable or suspend any SIM at any time in the case of any suspected misuse of the SIM. Supplier shall have no liability if it disables or suspends the SIM in this way.
- (vi) The Client shall indemnify and hold harmless the Supplier and its suppliers in respect of all losses, damages, costs, and expenses, suffered or incurred as a result of any breach of this paragraph 7.2.

7.3 The Client:

- (i) acknowledges that the Embedded Software is the property of Terminal Supplier and that Client shall not reverse engineer, decipher, decompile, alter, modify, copy, translate, develop, add to, or analyse the Embedded Software, or sub-licence or assign its right to use the Embedded Software to any third party;
- (ii) shall not use the Embedded Software other than for its own use and as an integrated part of the Equipment in the Territory;
- (iii) shall not combine, connect or use the Equipment or the Embedded Software with any hardware, software or system that is not supplied or approved in writing by the Supplier or the Terminal Supplier, and shall not tamper with (or permit any person to tamper with) any security mechanism, seal or component of the Equipment;
- (iv) acknowledges that Supplier and its Suppliers give no warranty that the Embedded Software will be error free;

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- (v) shall not transfer the licence of the Embedded Software of purport to do so to any third party; and
- (vi) acknowledges that Supplier may freely disclose for all purposes including but not limited to support purposes the terms of this agreement, and Merchant's contact details, to Terminal Supplier.

7.4 The Client acknowledges that the Supplier shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Client or its officers, employees, agents and contractors[, and the Client shall indemnify the Supplier in full against all liabilities, costs, expenses, damages and losses and all reasonable professional costs and expenses incurred by the Supplier arising out of, or in connection with any failure by the Client to comply with the terms of this Contract.

8. Helpdesk

- 8.1 The Supplier operates the Helpdesk during the Helpdesk Operating Hours to take initial calls from the Client. Client shall comply with all reasonable instructions given by Helpdesk staff in relation to the Equipment.
- 8.2 Technical advice via the Helpdesk may be provided by the Supplier in relation to operational issues, Equipment fault diagnosis, installation issues and other technical issues relevant to the Equipment.
- 8.3 The Helpdesk can be reached via the telephone number provided by the Supplier to the Client from time to time.

9. Equipment defects and service

- 9.1 If at any time during the Rental Period the Equipment does not substantially conform with its operating instructions, Client shall request service from Supplier as set out in paragraph 8 to 10, and Supplier shall provide such service subject to Client's compliance with paragraph 8 to 10.
- 9.2 The Client shall notify the Supplier, via the Helpdesk, of any defects with the Equipment.
- 9.3 The Supplier shall provide technical support via the Helpdesk in order to rectify any defects to the Equipment.
- 9.4 If any defects with the Equipment cannot be resolved following discussions with the Helpdesk, the Supplier may dispatch replacement Equipment to the Client and Client shall return the replaced Equipment to the Supplier in accordance with Supplier's instructions. Subject to paragraph 10, such replacement and return shall be arranged by the Supplier at its cost.
- 9.5 Subject always to the exclusions at paragraph 10 and the Client's compliance with this Contract, the Supplier shall use reasonable endeavours to dispatch a replacement for

defective elements of the Equipment without undue delay of notification of such defect by the Client.

- 9.6 Any replacement Equipment dispatched to the Client shall be either (a) "like for like" or (b) to an alternative specification providing materially the same functionality as the Equipment being replaced.
- 9.7 After two (2) failed attempts to deliver Equipment have occurred due to failures of the Client, a "Failed delivery charge" as set out in paragraph 10 will be applied.
- 9.8 The Client shall comply with all instructions of the Supplier for the return of any defective Equipment to the Supplier for inspection in accordance with paragraph 10.
- 9.9 To the maximum extent permitted by law, the Supplier's provision of service under paragraph 8 to 10, including any associated replacement of Equipment, shall be the sole Client remedy in relation to any defect in the Equipment including any failure of the Equipment to comply with its operating instructions.

10. inspection of equipment and additional Fees

- 10.1 Following the return of the defective Equipment under paragraph 9.8, the Supplier shall undertake an inspection of the returned Equipment. Supplier may also repair the returned Equipment.
- 10.2 Notwithstanding the procedure for the replacement and return of defective Equipment at paragraph 9, the Supplier shall have no liability to replace or repair Equipment under this Contract, and the Client shall be responsible for payment of the associated charges if the Client establishes any of the following:
 - (i) Client Damage: where the Supplier determines that the Equipment has been subject to Client Damage, for example: (a) Equipment which has had the security protection circuits triggers or seals broken, (b) printing errors resulting from the use of paper not approved by Supplier or its supplier(s), (c) Program Code download failures caused by the user e.g. failed communications at site, no power, terminal switched off or human intervention such as where the user has unplugged a cable.
 - (ii) No Fault Found: if the unit of Equipment returned for repair passes the pre-system test with no fails, the unit of Equipment will be tagged as "No Fault Found (NFF)".
 - (iii) where software other than supported software is the cause of the failure.
 - (iv) use of the Equipment outside normal use conditions described in the operating instructions or use otherwise not in compliance with paragraph 7.1.

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10.3 Where Equipment is returned with parts missing including without limitation Accessories (unless Supplier has instructed the Client to return the Equipment with parts missing), the Supplier shall charge the Client for the cost of the missing parts.

10.4 In the event of Client Damaged Equipment being assessed by the Supplier as being "beyond economic repair" any replacement will incur a charge of the full replacement cost of the unit of Equipment.

10.5 The fees set out in the Order shall be payable by the Client to Supplier in relation to any relevant Equipment. Prior to levying any such fees, Supplier shall notify the Client of the basis of such fees.

11. Data protection

11.1 In relation to the Processing of any User Data which constitutes Personal Data, the parties agree that the Client and/or its user(s) is/are the Data Controller and the Supplier is the Data Processor.

11.2 This paragraph 11 sets out the subject matter, duration, nature and purpose of the processing by the Supplier, as well as the types and categories of Personal Data and the obligations and rights of the Client.

11.3 The Supplier shall in respect of such Personal Data:

- (i) process that Personal Data during the term of this Contract only on the documented written instructions of the Client (which include this Contract) unless the Supplier is required by Laws to otherwise process that Personal Data. Where the Supplier is relying on Laws as the basis for processing Personal Data, the Supplier shall promptly notify the Client of this before performing the processing required by the Laws unless those Laws prohibit the Supplier from notifying the Client;
- (ii) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Personal Data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- (iii) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (iv) not transfer any Personal Data outside of the UK and/or European Economic Area unless the prior written consent of the Client has been obtained and

there are appropriate safeguards in relation to the transfer;

- (v) assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach, notifications, impact assessments and consultations with supervisory authorities or regulators;
- (vi) notify the Client without undue delay on becoming aware of a Personal Data breach;
- (vii) ensure that provisions which are equivalent to those set out in this paragraph 11.3 are imposed upon any subprocessor engaged by the Supplier (acknowledging that the Supplier shall remain primarily liable to the Client for the subprocessor's compliance with such provisions);
- (viii) inform the Client of any intended additions to or replacements of the Supplier's subprocessors;
- (ix) subject to Clause 7.2 (e), at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Contract unless required by Laws to store the Personal Data; and
- (x) maintain complete and accurate records and information to demonstrate its compliance with this Schedule and allow for audits by the Client on reasonable notice and (but without thereby assuming the primary liability of the Client to only issue lawful instructions) immediately inform the Client if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

11.4 The Client hereby consents to the appointment of Terminal Supplier, CSS Corp Europe Limited (and in each case their sub-processors) as sub-processors to Process User Data and, notwithstanding paragraph 11.3(iv) above consents to such processing taking place in any country outside of the UK and/or EEA subject to paragraph 11.5(ii) below.

11.5 Notwithstanding paragraph 11.3(iv) above, the Client agrees that, in entering into this Contract, it is giving its prior written consent for the Supplier to:

- (i) process data outside of the UK and/or EEA and to enter into the standard contractual clauses for data transfers between the UK and/or EEA and non-EEA countries for and on behalf of the Client (the Client having determined that these provide an appropriate safeguard) where any such transfer would result in the transfer of the Personal Data to a country other than the UK or a country within the EEA (or any third country having the benefit of an adequacy decision

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issued by the European Commission or other similarly body qualified to make such decisions); and/or

- (ii) permit the entering into by any sub-processor, of the standard contractual clauses for data transfers between the UK and/or EEA and non-EEA countries for and on behalf of the Client (the Client having determined that these provide an appropriate safeguard) where any such transfer would result in the transfer of the Personal Data to a country other than the UK or a country within the EEA (or any third country having the benefit of an adequacy decision issued by the European Commission or other similarly body qualified to make such decisions);

11.6 Subject matter and duration of the processing of Personal Data:

- (i) The subject matter and duration of the processing of Personal Data is set out in this Schedule and is further detailed in the Supplier's privacy policy (freely available on request).

11.7 The nature and purpose of the processing of Personal Data:

- (i) Such processing, in accordance with the Client's instructions, as is necessary to provide the services pursuant to the Contract, which may include: the collection of data; recording of data; organisation of data; storage of data; alteration of data; retrieval of data; consultation with regard to data; use of data; disclosure of data to permitted third parties; combining data; and/or erasure of data.

11.8 The types of Client Personal Data to be Processed:

- (i) The Client may submit Personal Data in the course of using the Services, the extent of which is determined and controlled by the Client in its sole discretion, which may include, but is not limited to Personal Data relating to the following: names, business addresses, job titles, Merchant IDs and contact details of the Client and its personnel.

11.9 The categories of Data Subject to whom the Client Personal Data relates:

- (i) The Client may submit Personal Data to the Supplier in the course of using the [Services], the extent of which is determined and controlled by the Client in its discretion, and which may include, but is not limited to, Personal Data relating to the following categories of data subjects: the Client's employees and personnel.

11.10 The obligations and rights of the Client:

- (i) The obligations and rights of the Client are set out in this Schedule and is further detailed in the Supplier's privacy policy (freely available on request).

11.11 The Client agrees that, in its role as Data Controller, it:

- (i) shall ensure that only lawful instructions are issued to the Supplier in respect of the Processing of the Personal Data;
- (ii) shall obtain and maintain throughout the term of the Contract all necessary permissions, consents and authorisations to enable the Supplier to process the Personal Data in accordance with the provisions of the Contract;
- (iii) has reviewed and approved the Supplier's technical and organisational measures as being suitable for the Client's purposes before entering into the Contract;
- (iv) has granted to the Supplier general authorisation to sub-contract its Processing of Personal Data to third parties on the terms set out in paragraph 11.3(vii);
- (v) may be considered to have no objections if it has not advised otherwise in writing within ten (10) days of notification under paragraph 11.3(viii); and
- (vi) shall promptly issue its instructions in writing to the Supplier, regarding return or deletion of the Personal Data, upon termination or expiry of the Contract (acknowledging the provisions of 7.2(e) of the POS T&Cs).

12. Consequences of termination

12.1 In addition to the provisions set out at Clause 7, on termination of this Contract, however caused:

- (i) the Supplier's consent to the Client's possession and use of the Equipment shall terminate;
- (ii) Client shall return the Equipment to Supplier in accordance with paragraph 7.1(xv), and if Client does not comply with Supplier's instructions in relation to return within fourteen (14) days then it shall pay on demand to the Supplier any costs and expenses incurred by the Supplier in recovering the Equipment;
- (iii) the Supplier and/or its suppliers may, by their authorised representatives, without notice and at the Client's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located; and

12.2 Without prejudice to any other rights or remedies of the Client, the Client shall pay to the Supplier on demand:

- (i) all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 4.5; and

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- (ii) any costs and expenses incurred by the Supplier in recovering the Equipment where this contract is terminated by the Supplier for material breach;
- (iii) any costs and expenses incurred by the Supplier or in collecting any sums due under this Contract (including any storage, insurance, repair, transport, legal and remarketing costs).

12.3 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

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Schedule 3: American Express

1. Application and scope

- 1.1 This Schedule applies where the Client accepts, or enables acceptance of, American Express Cards through a Terminal supplied under this Contract. Where it applies, it forms part of the Contract.
- 1.2 American Express is not part of ClearAccept's regulated payment services or acquiring offering. In respect of American Express Transactions, ClearAccept provides routing and technical connectivity through the Terminal only (the "American Express Services").
- 1.3 For the avoidance of doubt, in respect of American Express Transactions ClearAccept:
 - (a) is not the acquirer and does not acquire, underwrite, authorise or settle American Express Transactions;
 - (b) is not within the flow of funds and does not receive, hold, settle or remit American Express Transaction funds;
 - (c) does not provide customer or cardholder support in respect of American Express Transactions; and
 - (d) is not a party to, and has no liability under, the American Express Agreement.

2. Definitions

In this Schedule, defined terms have the meanings given in the POS Terms and Conditions, and:

"American Express" means American Express Payment Services Limited and/or any of its Affiliates that operates the American Express Network;

"American Express Agreement" means the agreement between the Client and American Express under which the Client is authorised to accept American Express Cards, including the allocation to the Client of an American Express MID;

"American Express Card" means a card or card-based payment instrument issued on the American Express Network;

"American Express MID" means the merchant identification number allocated by American Express to a merchant under an American Express Agreement (an "Amex MID"); and

"American Express Transaction" means a transaction in respect of an American Express Card presented at or processed through a Terminal.

3. The Client's relationship with American Express

- 3.1 The acceptance of American Express Cards is governed by the American Express Agreement between the Client and American Express. The Client is solely responsible for entering into and maintaining a valid American Express Agreement in its own name for so long as it accepts American Express Cards through a Terminal.
- 3.2 All matters relating to the acceptance of American Express Cards, including underwriting, pricing, fees, settlement, funding, chargebacks, disputes, refunds and cardholder support, are matters between the Client and American Express and are not the responsibility of ClearAccept.
- 3.3 Where ClearAccept has introduced the Client to American Express, ClearAccept acts solely as an introducer and may receive commission from American Express. Any such introduction does not make ClearAccept a party to the American Express Agreement or responsible for the American Express Services beyond paragraph 1.2.

4. Client warranties and obligations: American Express MID

- 4.1 The Client represents, warrants and undertakes, on the Effective Date and on a continuing basis, that:
 - (a) each American Express MID enabled on, or used in connection with, a Terminal is held by the Client in its own name under a valid American Express Agreement;
 - (b) the Client is fully authorised to transact on each such American Express MID; and
 - (c) the Client will not submit, use or permit the use of any American Express MID that belongs to, or was issued to, any third party.
- 4.2 The Client shall ensure that the details of each American Express MID provided to ClearAccept are accurate, current and complete, and shall notify ClearAccept promptly of any change to, or any suspension or termination of, its American Express Agreement or any American Express MID.
- 4.3 The Client acknowledges that ClearAccept enables and routes American Express Transactions in reliance on the American Express MID details provided by the Client and on the warranties in this paragraph 4, and that ClearAccept is under no obligation to verify the ownership of, or the Client's entitlement to use, any American Express MID.

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- 4.4 The Client is solely responsible for all American Express Transactions processed through a Terminal and for all fees, chargebacks, refunds, fines, penalties and other amounts arising under or in connection with its American Express Agreement.

5. Suspension

- 5.1 Without prejudice to any other right of suspension or termination under the Contract, ClearAccept may immediately suspend or cease the routing of American Express Transactions where ClearAccept reasonably suspects that: (a) an American Express MID does not belong to the Client, or is being used other than in accordance with paragraph 4; (b) the American Express Agreement has been suspended or terminated; or (c) continued processing may expose ClearAccept to loss, liability, or regulatory or Payment Scheme sanction.
- 5.2 ClearAccept shall not be liable to the Client or any third party for any Losses arising from any suspension or cessation under this paragraph 5.

6. Exclusion of liability and indemnity

- 6.1 To the maximum extent permitted by Law, ClearAccept shall have no liability to the Client for any Losses arising out of or in connection with American Express Transactions, the American Express Agreement, or the settlement, funding, delay, non-receipt or loss of any American Express Transaction funds, save to the extent directly caused by ClearAccept's failure to provide the American Express Services in accordance with paragraph 1.2.
- 6.2 The Client shall indemnify and keep indemnified ClearAccept (and ClearAccept Affiliates) on demand against all Losses suffered or incurred by ClearAccept arising out of or in connection with: (a) any breach of the warranties or obligations in paragraph 4; (b) the use of any American Express MID belonging to, or issued to, any third party; and (c) any claim, complaint, demand or proceedings by any third party (including American Express, any Customer or any Regulatory Authority) relating to the Client's acceptance of American Express Cards.
- 6.3 This Schedule is subject to the limitations and exclusions of liability in the POS Terms and Conditions, save that the Client's indemnities in this Schedule shall not be subject to any cap on the Client's liability.