

Adelante Software Limited
General Service Agreement

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Adelante Software Limited

General Service Agreement

These are the general terms and conditions which apply to every Adelante Service. You may not use any Adelante Service until you have agreed to these contract terms.

We are: Adelante Software Limited, a company registered in England and Wales, number 4450760 of 3, Switchback Office Park, Gardner Road, Maidenhead, SL6 7RJ ("Adelante" / "we, our, us")

It is now agreed as follows:

1. Definitions

“Act”	means the Data Protection Act 2018
“Confidential Information”	means all information, including any information which may give a commercially competitive advantage to any other person. It includes among other things: identities, passwords and other unique data related to our service provision; information about all aspects of technology; information created or arising from this agreement; information, comment or implication published on any Internet social medium. information about the Intellectual Property; It does not include information that it is reasonably necessary to disclose to a customer or other person in the usual course of business so far as that information is disclosed in those circumstances.
“Data Protection Legislation”	means all or any of: (a) the GDPR, (b) the applied GDPR, (c) the Act,

(d) regulations made under the Act
(e) regulations made under section 2(2) of the European Communities Act 1972 which relate to the GDPR or the Law Enforcement Directive.

“the GDPR”	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).
“the applied GDPR”	means the GDPR as applied by Chapter 3 of Part 2 of the Act.
“Law Enforcement Directive”	means Directive (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data by competent authorities for the purposes of the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, and on the free movement of such data, and repealing Council Framework Decision 2008/977/JHA.
“Device”	means a physical product licensed by us to you, together with any parts, stand, cable or other accessory, to enable both us and you to perform this contract.
"Transaction"	means a financial transaction between you and your customer in which you use our Service.
“Intellectual Property” or “IP”	means: Adelante application programming interfaces (API's) and development tools that enable you to integrate our payment gateway and all other software, device or material or thing incorporating IP and offered for Licence by us. It also means other intellectual property of every sort, whether or not registered or registrable in any country, including: software, domain names, know-how, creations and inventions, together with all rights which are derived from those rights.
“Invalid Transaction”	means a Transaction which fails to comply fully with this agreement, the operating instructions or the relevant Rules in relation to that Transaction or the Transaction

value is in excess of your Transaction limit and no authority has been obtained from us.

"Licence"	means a licence granted by us to you in the terms of this agreement for use of our Intellectual Property.
"Order Form"	means the order form provided by us, naming and describing the Service which is the subject of this agreement.
"Rules"	means the rules and procedures set out in law or any nationally or internationally recognised protocol in connection with the processing of financial data.
"Service"	means any one of the several services we offer, as specifically named and described in the Order Form.

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.
- 2.2. a reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or passed as a result of a merger, division, reconstruction or other re-organisation involving that person.
- 2.3. if a party is constituted by more than one person, then the obligations of those people shall be joint and several.
- 2.4. a reference to one gender shall include any or all genders and a reference to the singular may be interpreted where appropriate as a reference to the plural and vice versa.
- 2.5. the headings to the paragraphs and schedules to this agreement are inserted for convenience only and do not affect the interpretation.
- 2.6. any agreement by either party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;
- 2.7. a reference to an act or regulation includes new law of substantially the same intent as the act or regulation referred to.

- 2.8. As the Data Protection Legislation requires, a company is not a "person" in relation to personal data. Accordingly, every reference in connection with the Data Protection Legislation or personal data shall be construed as referring to the personal data of directors, employees and contractors of that company.
- 2.9. these terms and conditions apply to all supplies of Services by us. They prevail over any terms proposed by you.
- 2.10. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

3. Entire agreement

- 3.1. This agreement represents the entire agreement and understanding between you and us, to the exclusion of all prior agreements, arrangements and understandings. The agreement contains express promises and obligations on our part. You agree that any other term which might be implied or incorporated into the agreement by statute or at common law, is excluded to the fullest extent permitted by law.
- 3.2. You acknowledge and agree that in entering into this agreement you have not relied upon any oral or written representation, statement or understanding (whether negligently or innocently made) by any of our employees, agents, sub-contractors or representatives other than as expressly set out in this agreement.
- 3.3. You further acknowledge and agree that you will have no remedy in respect of any untrue representation innocently or negligently made by us or any of our employees, agents, subcontractors or representatives prior to entering into this agreement upon which you may claim to have relied in entering into this agreement whether such representation was made orally or in writing.
- 3.4. The only remedy available to you for a breach by us of the agreement shall be for breach of contract under the terms of this agreement.
- 3.5. This general service level agreement applies to all Services. You agree the terms as a condition of your buying any Service.

4. Basis of contract

- 4.1. You acknowledge that you understand exactly what is included in the Services you have ordered and you are satisfied that they are suitable and satisfactory for your requirements.
- 4.2. Our charges for the Services are set out in the Order Form you have signed or will sign before this agreement takes effect.
- 4.3. The contract between us comes into existence at the later of:
 - 4.3.1 the date we notify you that we accept your order or otherwise write to you to confirm that we agree to provide the Service, or
 - 4.3.2 the date we start to provide the Service.

(Your payment does not create a contract. If we decline to provide a Service, we shall immediately return your money via your original payment method.)
- 4.4. You agree to comply with terms of the following documents, as changed from time to time, as if they were specifically incorporated into this agreement:
 - 4.4.1 the Order Form
 - 4.4.2 the operating instructions and the user manual, if any, which you buy or license from us in connection with the Service.
 - 4.4.3 the Rules
- 4.5. We will always try to give you the best possible service. However, in providing the Service we are dependent on technology and services provided by third parties (e.g. banking, telecom) which are subject to uncertainties and regulation which cannot always be foreseen.
- 4.6. To satisfy your legal obligations and ours under the Act, we shall comply with the provisions of the Schedule. Those obligations shall continue to apply so far as they may continue to be relevant, after expiry or termination of this agreement.
- 4.7. It may also be necessary from time to time to suspend, close down or restrict the whole or part of a Service in order to carry out emergency or other repairs, maintenance and/or improvements. If that happens, we will give you as much notice as is reasonably practicable.
- 4.8. If you decide to terminate this agreement early on account of any events detailed in 4.7. you will not have to pay any charge for the remainder of the charging period.

5. Costs and payment

- 5.1. We shall send you an invoice each month covering your use of the Services for the relevant payment period. That notification will tell you we expect payment within the credit period and in the manner of payment we shall have agreed with you.
- 5.2. VAT will be shown as a separate item on every invoice. All amounts payable by you in accordance with this agreement shall be exclusive of Value Added Tax ("VAT"), or any other applicable tax or duty.
- 5.3. At our discretion, we may charge interest on any money unpaid after the date due at the rate of six per cent over the Bank of England base rate for the time being. Interest shall be calculated and cumulated monthly.
- 5.4. If you fail to make payment when due, we may withhold the provision of Services. Despite any consequences of that action, you will remain liable to pay all charges due under this agreement.
- 5.5. You agree that you will notify us as soon as possible of any change in your credit/debit card or bank account details. Should you terminate the Services in accordance with this agreement, it is your responsibility to terminate any standing order direct debit or continuous payment authority with your bank.
- 5.6. We may change the payment timing and procedure from time to time. Before we do so, we will always give you reasonable notice.

6. Accuracy of Transaction data

In respect of each Transaction, you warrant that:

- 6.1. every fact which is, or could reasonably be, within your knowledge, is true and complete at the date of the Transaction;
- 6.2. use of the card by the cardholder has been authorised and authenticated by the cardholder in a manner appropriate to that card, as prescribed by us from time to time;
- 6.3. you have supplied the services to which the Transaction relates and to the value stated; and
- 6.4. there will be no subsequent Transaction in respect of the same services.

7. Your use of the Service

You agree to:

- 7.1. use the Service to process every Transaction, subject only to the Transaction limit, if any, that we shall have notified to you from time to time.
- 7.2. maintain a record of each Transaction.
- 7.3. at the time of each Transaction, take from the payer such information as we shall require and provide a copy to the payer.
- 7.4. inform us of any breach of security relating to your password or other unique identifier.

8. Suspension of Services

In this paragraph, “suspension” of a service means we cease to provide that Service for a limited period of time, usually until some act or omission by you has been done or corrected.

- 8.1. We may suspend Services to you in certain circumstances, at our discretion.
- 8.2. We will suspend a Service in circumstances when we could, as a matter of law, terminate this contract, but we decide that it may be in your interest and ours either to provide an opportunity to you to make good the issue or for us to investigate before making a final decision.
- 8.3. Money will not be refunded to you in respect of any period during which Services are suspended unless we acted unreasonably in activating the suspension.
- 8.4. If disconnection from the Service occurs by reason of payment default we may charge a reasonable fee for any subsequent re-connection.

9. Licence of our Intellectual Property (including software)

- 9.1. Every Service and every part of our service provision is dependent upon and controlled by Intellectual Property. No agreement for Service provision affects the ownership of our Intellectual Property or our freedom to use it.

- 9.2. The fee we charge for this Licence is part of our total fees and not separately specified.
- 9.3. Subject to the terms of this agreement, we grant to you a Licence to use such of our Intellectual Property as may be provided by us in the expectation of your use.
- 9.4. The Licence is revocable, non-exclusive, non-assignable, non-transferable and otherwise as limited by the terms of this agreement.
- 9.5. The Licence may be used only in connection with this agreement and for so long as this agreement runs.
- 9.6. No express or implied licence of our Intellectual Property or any other material is granted to you other than the express Licence granted in this agreement.
- 9.7. Except as provided in this agreement, you may not copy, modify, publish, transmit, or sell, create derivative works from, or in any way exploit any of our Intellectual Property.
- 9.8. You may not use our name or logos or trademarks or any other content on any website of yours or that of any other person.
- 9.9. You agree that at all times you will not:
 - 9.9.1 cause or permit anything which may damage or endanger our title to any of our Intellectual Property.
 - 9.9.2 use any name or mark similar to, or capable of being confused with, any name or mark of ours.
 - 9.9.3 reverse engineer, decompile, or disassemble software which is part of our Intellectual Property.
 - 9.9.4 represent or give the impression that you are the owner or originator of any of our Intellectual Property.
 - 9.9.5 within ten years create, write or make any new thing in any medium, which performs a similar function to any item of our Intellectual Property.
- 9.10. You agree that on the expiry or termination of this agreement, you will:
 - 9.10.1 immediately stop using the Intellectual Property [except as may be expressly authorised by us in writing];
 - 9.10.2 not use any name or mark similar to or capable of being confused with any name or mark of ours;

- 9.10.3 destroy all copies of any Intellectual Property in your possession or control;
 - 9.10.4 If we reasonably believe that you are using our Intellectual Property outside the scope of this Licence, you agree to provide written confirmation of your compliance, in a form to be drawn by us.
- 9.11. The restrictive provisions of this paragraph shall continue to apply for a period of ten years from the date of termination of this agreement.

10. Licence of Device (Chip and PIN Terminal)

- 10.1. We offer the Device as one-off purchase or on rental basis.
- 10.2. Following provisions cover any device we shall provide to you at any time under any financial arrangement (“your device”). You agree:
 - 10.2.1 to keep your device in a safe place;
 - 10.2.2 to use your best endeavours to prevent damage of any sort to the exterior or function of your device;
 - 10.2.3 to use your device solely to enable you to comply with this agreement and not for any other purpose;
 - 10.2.4 not to allow access to your device to any person who you have not trained in its use and application or who is not aware of the Data Protection Laws;
 - 10.2.5 to include your device in your appropriate insurance policy for its full replacement value as we shall provide to you from time to time;
 - 10.2.6 in the event of loss or malfunction of your device, or damage to it, to inform us immediately;
 - 10.2.7 to pay us immediately on demand any sum we ask, being the cost of repair of your damaged device or of its replacement if lost or beyond repair. Details of the charges are set out in the Schedule 3.

11. Breakdown and repair

- 11.1. You must inform us immediately of any problem in the operation of the Device.
- 11.2. We will repair or replace the Device showing a defect in the following circumstances:
 - 11.2.1 the defect is reported to us within 7 days of its occurrence;
 - 11.2.2 the defect does not result from any act or omission by you.
 - 11.2.3 you have returned the defective Device or unit to us if we have so requested.
- 11.3. If we repair or replace the Device, we may charge an additional fee as set out in Schedule 3.
- 11.4. If you have been negligent in your care or use of the Device, you will pay us for appropriate replacement without deduction for depreciation or use. This provision applies if you hire Device on rental basis.

12. Assignment

- 12.1. We may transfer, assign or sub-contract the whole or any part of our rights and obligations under this agreement.
- 12.2. You agree that you will not assign, sub-contract, sell, transfer, any of your rights or obligations under this agreement, nor will you allow any other person to use the Service.

13. Confidentiality

We are both aware that in the course of the performance of the contract we will both have access to and be entrusted with Confidential Information of the other. Accordingly, we each undertake to the other that in respect of Confidential Information of the other, both during and after completion of the contract, we will:

- 13.1. except as provided in this agreement, not divulge to any person whatever, or otherwise make use of (and will use our best endeavours to prevent the publication or disclosure of) any trade secret or Confidential Information;

- 13.2. not use the Confidential Information in any way for ourselves or any other person, except in a way that is authorised by this agreement or by the proper authority of the other of us;
- 13.3. make all relevant employees, agents and sub-contractors aware of the confidentiality of information and the provisions of this paragraph and to take all such steps as from time to time may be necessary to ensure compliance by those people with these provisions.

14. Confidentiality exceptions

- 14.1. You agree and acknowledge that if, in our reasonable opinion, we should disclose Confidential Information to a regulatory authority, we shall do so.
- 14.2. If that happens, we are not liable to you under any head of law, even if the relevant authority takes no action against you.
- 14.3. You also now authorise us that we may from time to time undertake any business or personal credit and other inquiries as we might consider necessary to evaluate whether we wish this agreement to continue to run.

15. You indemnify us

You agree to indemnify us and our agents, contractors, licensees, employees and service providers against all costs, claims and expense arising directly or indirectly from:

- 15.1. your failure to comply with the law of any country;
- 15.2. your breach of this agreement;
- 15.3. a contractual claim arising from your use of the Services;
- 15.4. a breach of the intellectual property rights of any person;

For the purpose of this paragraph you agree that the cost of our management and technical time is properly recoverable and can reasonably be valued at £ 100.00 per hour without further proof.

16. Management of third party claims

- 16.1. You agree to indemnify us and our agents, contractors, licensees, employees and service providers against all costs, claims and expense arising directly or indirectly from any claim brought by a third party alleging that your use of the Services has infringed any intellectual property or other right of any kind, or any applicable legislation or regulation (whether international or domestic).
- 16.2. You agree to pay all costs, damages, legal and other fees, and other sums awarded against, or agreed to be paid by us in relation to any such claim as referred to in this paragraph.
- 16.3. You also agree that we have your full authority to defend, compromise or settle such claims referred to in this paragraph, and that you will, at your expense, provide us with all reasonable assistance necessary to defend any such claim.

17. Our liability to you is limited

- 17.1. The law differs from one country to another. This paragraph applies to sales throughout the EU.
- 17.2. We make no representation or warranty that the Services will be:
 - 17.2.1 useful to you;
 - 17.2.2 of satisfactory quality;
 - 17.2.3 fit for a particular purpose;
 - 17.2.4 available or accessible, without interruption, or without error;
- 17.3. We shall not be liable to you for any loss or expense which is:
 - 17.3.1 indirect or consequential loss; or
 - 17.3.2 economic loss or other loss of turnover, profits, business or goodwill, even if such loss was reasonably foreseeable or we knew you might incur it.
- 17.4. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12 month period for the Services concerned.
- 17.5. Nothing in this agreement will limit our liability for death or personal injury caused by our negligence.

18. No liability for fault of others

- 18.1. We do not monitor or exercise any editorial control over the information passing over the Adelante network. Whilst we will endeavour to ensure that the Services are of a high quality, neither we nor any of our agents, contractors, licensees, employees or information providers involved in providing the Services, give any guarantee that the Services will be uninterrupted or free from error.
- 18.2. You agree that, in view of the nature of our Services as unavoidably dependant on a chain of provision by others, your use of the Service is at your sole risk.
- 18.3. You agree that any suspension or termination not caused directly and wholly by us, will not constitute a breach by us of this agreement and that the Services are provided on an "as is" basis without guarantee of any kind.
- 18.4. You further agree that we will not be held liable for any costs, expenses, losses, damages or other liabilities (howsoever arising) which you may incur as a result of a suspension of the Services.
- 18.5. You agree and acknowledge that:
 - 18.5.1 you are in a better position than we are to foresee and evaluate any potential damage or loss which you may suffer as a result of suspension of the Services;
 - 18.5.2 we cannot adequately insure our potential liability to you; and
 - 18.5.3 the prices payable by you for the Services have been calculated on the basis that we shall exclude liability as provided above.

19. Interruption to Services

- 19.1. If it is necessary for us to interrupt the Services, we will give you reasonable notice where this is possible and when we judge the down time is such as to justify telling you.
- 19.2. You acknowledge that the Services may also be interrupted for many reasons beyond our control.
- 19.3. You accept that payment to your bank account is subject to the terms of your contract with your bank or merchant service provider, and

accordingly, that an authorisation code from us does not guarantee that payment will be made to you.

20. Termination of this agreement

This agreement shall continue until terminated:

- 20.1. by either of us giving 30 days' notice of termination to the other;
- 20.2. by us, immediately, if you fail to pay any sum due within 28 days of the date of submission of an invoice having been notified of non-payment;
or
- 20.3. immediately, by either of us if the other is in material breach of any term of this agreement and when, if the breach could have been rectified, has not been rectified within 30 days of a written request to do so; or
- 20.4. immediately if either party is declared bankrupt or insolvent; or has taken or suffered any action for its organisation, liquidation, winding up or dissolution; or had a receiver or liquidator appointed for all or any part of its assets or business.

Any termination of this agreement by this paragraph shall be without prejudice to any other right or remedy to which a party may be entitled.

21. Uncontrollable events

- 21.1. If any uncontrollable event delays or prevents the performance of the obligations of either party for a continuous period of more than [one month], the other party may give notice to terminate this agreement. The notice must specify a date at least 7 days ahead, when the termination will take effect.
- 21.2. If the agreement is terminated, all money due from one party to the other becomes due immediately;
- 21.3. The party claiming to be affected by an uncontrollable event will take all reasonable steps to fulfil his obligations under this agreement despite the uncontrollable event.

22. Miscellaneous matters

- 22.1. No amendment or variation to this agreement is valid unless in writing, signed by us.
- 22.2. So far as any time, date or period is mentioned in this agreement, time shall be of the essence.
- 22.3. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 22.4. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 22.5. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 22.6. Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

- 22.7. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that Act.
- 22.8. In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.

22.9. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in that country.

Schedule 1: Additional Terms applicable only to the SmartPay product

The following terms apply to our SmartPay product in priority over any conflicting term in this agreement.

1. Payment shall be made in the following instalments:
 - 1.1. As to 20% when order is placed
 - 1.2. As to 65% after user acceptance testing
 - 1.3. As to 15% when the system is activated.
2. This agreement shall be terminable, inter alia, by 90 days' notice in writing by either party.

Schedule 2: Data Protection Act 2018 Compliance

1. Definitions

In this Schedule, the following words shall have the following meanings:

- “Associate” means any corporate or other form of organisation or any individual person with whom you have an association which does, or could, entail the transfer of personal data to us for processing.
- “ICO” means the Information Commissioner’s Office.

"data controller", "data processor", “sub-processor”, "data subjects", "personal data", "process", "processed" and "processing" shall have the meanings respectively, as defined in the Act.

In this agreement, “personal data”, is limited to data which comes into our hands in some way connected to this agreement.

2. Data Protection

- 2.1. The obligations described in this Schedule are in addition to our obligations under the Data Protection Legislation.
- 2.2. To enable us to provide the Services under this agreement, you authorise us to process personal data on your behalf.
- 2.3. We both agree that you and your Associates are data controllers, and we are your data processor in relation to personal data.
- 2.4. Details of the anticipated processing activities are set out at Appendix 1 to this Schedule.
- 2.5. The Services may allow you to place data into our system through a free text field, for the sole purpose of storage for your future use for whatever purpose you decide. You now undertake specifically to inform us if and when you place any data into our system which is “special category data” as defined in the Data Protection Legislation.

3. How we shall process data

We shall at all times comply with the provisions and obligations imposed by the Data Protection Legislation and, in particular, shall:

- 3.1. process personal data only to the extent necessary to provide the Services and only in accordance with your prior written instructions;
- 3.2. immediately inform you if, in our reasonable opinion, your instruction infringes the Data Protection Legislation;
- 3.3. ensure that every person processing personal data under this agreement does so strictly on a need-to-know basis, has received training on their obligations relating to handling of personal data and is bound by confidentiality obligations no less stringent than our confidentiality obligations under this agreement;
- 3.4. in order to use commonly accepted international communications and money transfer protocols, it will be necessary to use sub-contractors for certain service provision. We shall not necessarily be aware of the identity of every organisation involved in the train of communications. When that happens, we accept full responsibility for our compliance with the Data Protection Legislation.
- 3.5. subject to the exceptions mentioned in the last previous subparagraph, we will not use subcontractors for personal data processing under this agreement without your prior written consent.
- 3.6. wherever possible, enter into a written contract with each such sub-processor, which includes the same obligations on the sub-processor as those imposed on us by you under this agreement.
- 3.7. subject to the other provisions of this Schedule, not process personal data or permit any third party to process personal data outside of the European Economic Area (EEA) unless:
 - 3.7.1 EU standard contractual clauses approved by the European Commission or the ICO are entered into between you or your relevant Associate as data exporter, and the relevant recipient of the personal data as data importer; or
 - 3.7.2 the recipient of the personal data has entered into a data processing agreement with you; or
 - 3.7.3 the recipient of the personal data is regulated within the United States of America solely by the U.S. Department of Commerce, is certified under the EU/US Privacy Shield framework, and

- continues to be certified for the period within which it processes the personal data; or
- 3.7.4 the recipient of the personal data has entered into binding corporate rules, which are valid in respect of the processing of personal data under this agreement and have been approved by the European Commission or the ICO; or
 - 3.7.5 the transfer is to a recipient located within a jurisdiction whose law relating to the processing of personal data has been approved by the European Commission or the ICO (subject to any applicable restrictions).
- 3.8. have in place at all times appropriate technical and organisational measures to ensure a level of security appropriate to the risk presented by processing the personal data, to prevent accidental, unauthorised or unlawful destruction, loss, alteration, or access to personal data, including as a minimum whatever security measures you notify and instruct us to use. Examples of such measures are:
- 3.8.1 the encryption of personal data;
 - 3.8.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; and
 - 3.8.3 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of processing;
 - 3.8.4 maintain all applicable PCI DSS requirements to the extent that we possess or otherwise store, process or transmit cardholder data on behalf of the customer, or to the extent that we could impact the security of the customer's cardholder data environment.
- 3.9. maintain a written record of all categories of processing activities carried out on your behalf and when you ask, copy it to you. The record shall contain:
- 3.9.1 Our name and contact details and (where applicable) those of our approved sub-processors and details of their respective data protection officers;
 - 3.9.2 the categories of personal data, data subjects and processing activities carried out on behalf of you and your Associates;

- 3.9.3 where applicable, transfers of personal data to a third country (i.e. non EU Member State) or an international organisation, including identification of that third country and documentation evidencing implementation of suitable safeguards; and
- 3.9.4 a general description of the technical and organisational security measures we have installed as referred to in Article 32(1) of the GDPR;
- 3.10. when you ask, give to you or to the ICO, access to our employees, data processing facilities, procedures, and records to inspect and audit compliance with the Data Protection Legislation and the terms of this agreement. We shall (and shall ensure any sub-processor shall) give all reasonable cooperation and assistance.
- 3.11. immediately tell you (and in any event within 24 hours) after becoming aware of any actual or suspected unlawful destruction, loss, alteration, disclosure of, or access to, personal data transmitted, stored or otherwise processed by you or any sub-processor under this agreement;
- 3.12. provide reasonable assistance to you in:
 - 3.12.1 responding to data subject's requests to exercise their rights under the Data Protection Legislation;
 - 3.12.2 responding to communications received from the ICO relating to the processing of personal data under this agreement, including notifying you immediately of any such communication;
 - 3.12.3 taking measures to address data security incidents, including, where appropriate, measures to mitigate their possible adverse effects;
 - 3.12.4 promptly upon your request, transfer personal data to a third party in compliance with a request from a data subject to exercise their right to data portability;
 - 3.12.5 make available to you on request all information necessary to demonstrate compliance with the obligations set out in this Schedule; and
 - 3.12.6 at your request (no more than once in every calendar year) complete and return without delay your information security and data protection questionnaires.

4. Post termination

- 4.1. After termination we and any sub-processor shall,
 - 4.1.1 delete all personal data stored in soft copy, by some method which prevents future re-activation of that data;
 - 4.1.2 certify within 14 days of such request that the requirements of this paragraph have been complied with.
- 4.2. Where we or our sub-processor is required to retain personal data in order to comply with applicable law, we will tell you and will retain such personal data only in our capacity as a data processor and shall comply with our obligations as a data processor, as far as applicable law permits.

5. Warranty and acceptance of liability

- 5.1. We represent and warrant that the information provided in any response to any request by you shall be complete, true and accurate, and will not misrepresent our business or practices in respect of our ability to comply with the Data Protection Legislation and our obligations under this agreement.
- 5.2. If any act or omission of ours or our sub-processors results in data transmitted or processed under this agreement being lost or degraded so as to be unusable, then we shall be liable to you for the cost of reconstituting the data and/or yours and your Associate's costs in recreating such data.

Appendix 1 to Schedule 2

Data Processing Activities

What we may process in each category

1. We shall process this basic personal data:

- 1.1. Name
- 1.2. Address
- 1.3. Email address
- 1.4. Credit or Debit card details
- 1.5. Telephone number
- 1.6. Reference Numbers (as determined by the merchant which may contain other personal data)
- 1.7. Correspondence with a merchant service provider
- 1.8. Technical information relating to electronic communication, which is personal information only when associated with the name or identity of the data subject
- 1.9. Such data as you choose to place in any "free text" box on our website for your own use.

2. We shall process the data of these data subjects

- 2.1. You, your staff, your clients, and so far as any other people whose data is submitted to us by you or which we must seek out in order to satisfy your instructions and comply with this contract
- 2.2. Data of your clients and customers, so far as their data is required in order to satisfy your instructions and comply with this contract.

3. This is why and how we shall process personal data

- 3.1. Our processing of personal data will be limited to such activity as is reasonably required to satisfy our obligations under this contract.
- 3.2. We shall not make contact with any data subject nor seek additional data from any other source.

4. Retention period

- 4.1. It is possible that we shall retain personal data, along with much other data, for six years, for these reasons:
 - 4.1.1. for accounting and taxation purposes;
 - 4.1.2. to provide evidence if required in connection with a legal claim;
 - 4.1.3. for any other reason where the law provides a six years limitation period;
- 4.2. If any event occurs which requires us lawfully to continue to retain data beyond that period, then we may do so.

Schedule 3: Chip & Pin Terminal Schedule of Fees and Deductions for missing or damaged items.

If you do not return the following accessories at the end of the rental, or they are returned to us defaced or damaged, we reserve the right to charge you, or deduct from any available deposit, the following: -

Orange Padded Bag – if supplied	£30
SIMs	£30
Charging Base	£80
Charger	£30

The terminals are your responsibility whilst in your possession they are not covered for loss or damage

Please ensure that you make the necessary arrangements to insure the terminals against loss or damage and ensure that they are returned to us via a traceable method.

Missing or Damaged Terminals are charged as follows: -

Damaged Terminals	£90 - £300
Defaced Terminals – stickers, pen marks, foreign bodies	£50
Missing Terminals	£375