

Merchant Acquiring Terms and Conditions

Edition November 2024

This document sets out the terms and conditions that apply to your Merchant Acquiring Services. Your Merchant Acquiring Services are provided to you by First Data Europe Limited (**FDEL, Clover, we, us, our**). FDEL is a private limited company incorporated in England (company number 02012925) with its registered address at Janus House, Endeavour Drive, Basildon, Essex, SS14 3WF. FDEL is authorised and regulated by the Financial Conduct Authority (FCA register No. 582703) for the provision of payment services. Your Merchant Acquiring Agreement with us is made up of the following documents:

- The Merchant Acquiring specific sections of your Application Form, together with any supplementary application forms you may enter into with us from time-to-time;
- These Merchant Acquiring T&Cs;
- The Operating Guide <https://uk.clover.com/operating-guide>; and
- Any guides or other manuals provided to you from time to time.

These Merchant Acquiring T&Cs are broken down into the following sections:

- Section A (Merchant Acquiring Services)
- Section B (Privacy and Data Protection)
- Section C (Interpretation and Definitions)
- Section D (Fees and Charges)

Words and phrases used in these Merchant Acquiring T&Cs have the meaning set out in Section C, unless otherwise specified. You can request a copy of your Merchant Acquiring Agreement at any time during the term of the Merchant Acquiring Agreement.

You acknowledge that our Privacy Notice is available at <https://www.fiserv.com/en/about-fiserv/privacy-notice>

Merchant Acquiring Terms and Conditions

Edition November 2024

SECTION A (MERCHANT ACQUIRING SERVICES)

SECTION 1 (MERCHANT ACQUIRING SERVICES)

We will provide the Merchant Acquiring Services to you in accordance with your Merchant Acquiring Agreement, applicable law and the Rules.

SECTION 2 (OPERATING GUIDE)

The Operating Guide contains the rules, procedures and operational obligations you must comply with in connection with the Merchant Acquiring Services. You agree that the Operating Guide, as updated from time to time, forms part of your Merchant Acquiring Agreement and you are responsible for reading, understanding and at all times complying with the Operating Guide. The Operating Guide is available at <https://uk.clover.com/operating-guide>.

SECTION 3 (ACCEPTANCE)

Your activity and acceptance by you of Cards for the purchase of goods or services must be in accordance with applicable law, the Rules, your Merchant Acquiring Agreement and any other requirements we may specify from time to time.

Where you accept Cards issued by American Express, you agree that we shall submit Transactions to, and receive Settlement from American Express on your behalf.

SECTION 4 (TRANSACTION TYPES REQUIRING OUR SPECIFIC APPROVAL)

You may only process Recurring Transactions, Deferred Supply Transactions, Purchase with Cashback, Pre-Authorised Transactions, Card Not Present Transactions and/or Transactions through the internet if we specifically permit you to do so.

SECTION 5 (CARD NOT PRESENT TRANSACTIONS)

Card Not Present Transactions are in all cases at your own risk. Any Card Not Present Transaction disputed by the Cardholder may be charged back even where you have complied with your Merchant Acquiring Agreement and the Transaction has been Authorised.

If we authorise you to accept or process Card Not Present Transactions through the internet, you agree that you will:

- a) ensure that you, your agents and your customers do not use any Website in any way which might jeopardise the integrity or security of our or our agents' equipment, any Electronic Link or other computer systems including through Disabling Devices and unsolicited emails; and
- b) display and maintain an appropriate Privacy Notice on each Website that you use and provide information on the Website's security capabilities.

We may immediately on notice withdraw our permission for you to accept or process Card Not Present Transactions where there are in our sole opinion unacceptable levels of fraudulent Transactions or Cardholder disputes.

You must obtain an Authorisation at the time of purchase for all Transactions by following the procedures set out in the Operating Guide or as we may otherwise instruct you. If Authorisation is not given, the Transaction must not proceed and you must not seek Authorisation for a different amount. Authorisation of a Transaction does not guarantee payment to you for a Transaction nor is it a guarantee that you will not be subject to a Chargeback or debit in relation to that Transaction. Should a Cardholder deny participating in a Transaction, we may, at our discretion, withhold or return the relevant Transaction(s) as unpaid.

SECTION 6 (REFUNDS)

If, in the usual course of your business, you provide Refunds to your customers, you must do so in accordance with the Operating Guide only.

SECTION 7 (PAYMENTS/SETTLEMENT)

Subject to the terms of your Merchant Acquiring Agreement and unless otherwise agreed, we will endeavour to settle Transactions within four (4) Business Days of receipt of all relevant Transaction Data from you. We will pay to you all sums due by crediting your Bank Account.

Unless we agree to allow you to pay us by direct debit in accordance with section 18, you agree that we will deduct:

- a) all amounts due to us under your Merchant Acquiring Agreement from amounts due to you in Settlement of Transactions, including fees, fines, penalties, Charges, costs and Chargebacks due and payable pursuant to your Merchant Acquiring Agreement or as set out in your Statement; and
- b) all amounts due to us under your Clover Software and Device Services Agreement from amounts due to you in Settlement of Transactions including fees, fines, penalties, Charges and costs due and payable under your Clover Software and Device Services Agreement.

In addition, we may without notice withhold payment of sums relating to Transactions if we suspect that a Transaction between you and a Cardholder:

- a) is fraudulent or involves any other illegal activity;
- b) was not in the ordinary course of your business as stated in your Application Form; or
- c) was non-compliant with PCI DSS obligations under this Merchant Acquiring Agreement.

We may continue to withhold payment due to you until in our reasonable opinion the matters that led to the withholding no longer apply and such Transactions are no longer liable to be the subject of a Chargeback.

We may alter the way we settle Transactions between you and a Cardholder, including by moving you to a system under which we settle such Transactions by holding back payments to you for a pre-determined number of days, if:

- a) we reasonably suspect that your financial position has deteriorated;
- b) the number and/or size of Transactions becomes in our opinion excessively high for a business of your type and size;
- c) based on our reviews of your processing history we are of the opinion that there is a potential risk of loss to Clover through Chargebacks;
- d) any of your customer due diligence or verification documentation is out of date or inaccurate; or
- e) either you or Clover decide to terminate the Merchant Acquiring Agreement.

No interest shall accrue to you on any amount withheld by us in accordance with your Merchant Acquiring Agreement.

Settlement of DCC Transactions and Dynamic Pricing Transactions will be made in your Local Currency. Settlement of Multicurrency Pricing Transactions will be made in your Local Currency using the Settlement Rate. You acknowledge and agree that due to fluctuations in the value of the applicable Currencies during the period between the date of the Multicurrency Pricing Transaction and the date you receive Settlement for that Multicurrency Pricing Transaction, you may receive less than the Local Currency equivalent of the Multicurrency Pricing Price based on the foreign

Merchant Acquiring Terms and Conditions

Edition November 2024

exchange rate that you used to determine the Multicurrency Pricing Price at the time and date of the relevant Multicurrency Pricing Transaction.

SECTION 8 (CHARGEBACKS)

Should a Chargeback arise, the amount of the Transaction to which the Chargeback relates may be reversed or charged back to your Clover Account. Examples of situations where Chargebacks may arise include:

- a) the Transaction disputed is a Card Present Transaction where a Chip and PIN Card is presented and you did not require the person presenting the Chip and PIN Card to enter a PIN in your Device;
- b) the Transaction is illegal;
- c) the Transaction was not authorised;
- d) the goods or services supplied by you under the Transaction have not been supplied, are defective or not as described;
- e) the information recorded on the Sales Receipt presented to the Cardholder materially differs from the information recorded in Transaction Data presented to us;
- f) two or more sets of Transaction Data have been completed or sent to Clover for a single Transaction;
- g) the Transaction Data is incomplete or not presented to us within relevant time limits;
- h) the Cardholder denies having authorised the Transaction and you are unable to provide evidence satisfactory to us that the Transaction was so authorised;
- i) the Transaction is a Card Not Present Transaction or involves Purchase with Cashback and is disputed by the Cardholder or Card Issuer; or
- j) the Transaction is charged back for any other reason within the relevant Rules.

We may, at our complete discretion, apply Chargebacks immediately or detail them in your Statement and collect them together with your monthly Charges.

Settlement of Chargebacks of DCC Transactions and Dynamic Pricing Transactions will occur in the Local Currency, using the Transaction Rate that was applied on the date of the original Transaction Currency Conversion, not the Transaction Rate in effect on the date of the Chargeback. Settlement of Chargebacks of Multicurrency Pricing Transactions will occur in the Local Currency, using the Settlement Rate that was applied on the date of the Chargeback. Any foreign exchange risk that may arise from there being a difference between the Settlement Rate used in connection with a Chargeback in respect of a Multicurrency Pricing Transaction and the Settlement Rate used for the original Multicurrency Pricing Transaction will be your responsibility.

Our rights under the Merchant Acquiring Agreement will not be affected by any arrangement between you and the Cardholder.

SECTION 9 (TRANSACTION DATA)

You must submit Transaction Data in accordance with the Operating Guide.

In presenting or submitting Transaction Data to us, you confirm that:

- a) the Transaction has been entered into by you in good faith and in compliance with your Merchant Acquiring Agreement;
- b) all Transaction Data is true and complete;
- c) you have supplied (or, where the Transaction Data relates to a Deferred Supply Transaction, you have agreed to supply) the goods or services to which the Transaction Data relates and to the agreed value;
- d) you are not aware of any dispute relating to, or any matter which may affect the validity of a Transaction; and

- e) you are not aware that the Transaction has been previously subject to a Chargeback.

If requested, you will give us reasonable assistance to facilitate the successful collection and delivery of Transaction Data. We will assist you where we are unable to gain access to the Transaction Data but reserve the right to apply additional Charges.

We will not be obliged to notify you of the validity or invalidity of Transaction Data except where a Chargeback is made.

In circumstances where Transaction Data is to be delivered to us directly from you or through your nominated agent, you accept responsibility for the collection, security and delivery of the Transaction Data to us in a medium and format agreed with us. We reserve the right to refuse to accept Transaction Data where the requirements specified in any instructions issued by or on behalf of us are not satisfied in full.

You must notify us in advance if you wish to have Transactions processed by another bank or Scheme member.

SECTION 10 (GLOBAL CURRENCY SOLUTIONS SERVICES)

If you are approved to use any of Clover's Global Currency Solutions Services, you will be able to accept Transactions in the Foreign Currency of a Card and receive Settlement of those Transactions in Local Currency.

In using Clover's Global Currency Solutions Services, you agree:

- a) that the DCC Service may be used to undertake DCC Transactions on a Device as part of a Card Present Transaction or as a Card Not Present Transaction, but the Dynamic Pricing Service and Multicurrency Pricing Service may only be used as part of a Card Not Present Transaction;
- b) to use Transaction Rates solely in connection with receipt of the DCC Service and the Dynamic Pricing Service and for no other purpose (including to set the Multicurrency Pricing Price for a Multicurrency Pricing Transaction);
- c) that Clover's Global Currency Solutions Services are available for Transactions using Visa or Mastercard branded Cards only, unless otherwise specified by Clover;
- d) to retain the electronic Rate ID for each Transaction that entails a Transaction Currency Conversion which is authorised in a currency other than the Local Currency;
- e) that we have the right to add, delete or substitute the source of the Wholesale Rate so long as any substituted Wholesale Rate is a recognised market wholesale exchange rate; and
- f) that because of the different basis on which Multicurrency Pricing Transactions are effected (compared to DCC Transactions or Dynamic Pricing Transactions), neither your Merchant Acquiring Agreement nor the Rules permit you to represent to a Cardholder that a Multicurrency Pricing Transaction is in fact either a DCC Transaction or a Dynamic Pricing Transaction (or vice versa) nor attempt to process a Multicurrency Pricing Transaction as either a DCC Transaction or a Dynamic Pricing Transaction (or vice versa).

Supported Currencies

The Global Currency Solutions Services support only certain Foreign Currencies and certain types of Foreign Currency Transactions. You can find the list of supported Foreign Currencies and Foreign Currency Transactions in the Operating Guide. We will use commercially reasonable efforts to give you advance notice if we cease supporting any existing Foreign Currency or Foreign Currency Transaction. If, however, there is a fluctuation in the value of a Foreign Currency that we reasonably consider may give rise to material market disruption in the conversion or exchange of that Foreign Currency to Local Currency, we have the right to stop supporting the Foreign

Merchant Acquiring Terms and Conditions

Edition November 2024

Currency immediately without notice to you.

Global Currency Solutions Services Transaction Information

For DCC Transactions and Dynamic Pricing Transactions, we will provide you with the following information:

- a) the Foreign Currency Price of the Transaction;
- b) the Transaction Rate applied;
- c) the Currency Conversion Margin used in calculating the Transaction Rate; and
- d) any other information specified in the Operating Guide or required by applicable law.

You must clearly and conspicuously disclose relevant portions of such information to the Cardholder in accordance with the Rules and applicable law when required to do so (further details regarding your disclosure obligations are set out in the Operating Guide). The Foreign Currency Price will then be the amount we use to authorise the Transaction with the Schemes. You are solely responsible for obtaining the Cardholder's consent to a Transaction that entails a Transaction Currency Conversion, including obtaining the Cardholder's agreement for any DCC Transaction and clearly and conspicuously disclosing all terms of a DCC Transaction to the Cardholder (including on the transaction receipt or credit voucher).

For Multicurrency Pricing Transactions, we will provide you with the following information:

- a) the Foreign Currency amount of the Transaction; and
- b) any other information specified in the Operating Guide or required by applicable law.

The Foreign Currency will be the amount set by you using a Multicurrency Pricing Price which we will then use to authorise the Transaction with the Schemes. You must clearly and conspicuously disclose relevant portions of such information to the Cardholder in accordance with the Rules and applicable law when required to do so.

Currency Conversion Commission

Each month, for the DCC Transactions and Dynamic Pricing Transactions that you process, we will credit you with Currency Conversion Commission in an amount equal to the Currency Conversion Commission, multiplied by the Local Currency Turnover.

Global Currency Solutions Services Fees

The fees in the Merchant Acquiring Agreement that apply to Transactions generally also apply to Transactions that utilize Global Currency Solutions Services. Should you be approved to use Clover's Multicurrency Pricing Service, you also agree to pay the Multicurrency Pricing Fees specified in the Fees and Charges Schedule.

SECTION 11 (TRANSARMOR P2PE SERVICE)

If you elect to receive the TransArmor P2PE Service, the following terms will apply. The TransArmor P2PE Service uses a combination of validated hardware, software, applications and processes to encrypt Customer Data from the point of payment through to our secure environment. The TransArmor P2PE Service removes clear text data from your network by encrypting Transaction Data at the point of payment.

You acknowledge that in order to avail of the protections of the TransArmor P2PE Service, you must take the following steps:

- a) use a Device that has been certified with a PCI PTS approval number;
- b) receive your Device by a secure courier as part of our validated supply chain;
- c) use a PCI P2PE certified gateway;

- d) comply with the obligations set out in the relevant Point-to-Point Encryption (P2PE) Instruction Manual (PIM) that we provide you; and
- e) ensure you do not store or transmit Customer Data outside of the Device.

Use of the TransArmor Service will not, on its own, cause you to be compliant or eliminate your obligation to comply with PCI or the Rules. You must demonstrate and maintain current PCI compliance certification. Compliance must be validated either by a Qualified Security Assessor (QSA) with corresponding Report on Compliance (ROC) or by successful completion of the applicable PCI Self-Assessment Questionnaire (SAQ), all in accordance with the Rules and PCI.

SECTION 12 (MERCHANT ACQUIRING SERVICES)

Software provided to you as part of your Merchant Acquiring Services is provided "as is". Except as set out in the Merchant Acquiring Agreement, Clover makes no representations or warranties of any kind (express or implied) with regard to the Merchant Acquiring Services, including warranties of accuracy, merchantability, fitness for a particular purpose or non-infringement, or that the Merchant Acquiring Services will function uninterrupted or error-free, or that the Merchant Acquiring Services are secure, free of viruses or other harmful components or that any defects or errors will be corrected.

As part of our delivery of Merchant Acquiring Services, software provided to you may automatically download and install updates from time to time, which are designed to improve, enhance and further develop the Merchant Acquiring Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and to permit Clover, or any third party on Clover's behalf, to deliver these to you) as part of the Merchant Acquiring Services. Clover may install critical and non-critical software updates automatically on Devices (acting where necessary in coordination with third party resellers, or distributors of Devices) unless you indicate at the time of an attempted non-critical software installation that you wish to delay such non-critical software update. If you delay such an update, Clover may re-attempt an update installation automatically at a later time but shall have no liability for any loss or damage arising from such delay.

SECTION 13 (OWNERSHIP AND LICENCING OF MERCHANT ACQUIRING SERVICES SOFTWARE)

If you are provided Clover software, documentation or technology as part of your receipt of the Merchant Acquiring Services, Clover grants you and your Users a personal, non-exclusive, non-transferable, revocable licence for the term of the Merchant Acquiring Agreement to access and use the software, documentation or technology in the United Kingdom in order to receive the Clover Services for your internal business use only in accordance with the Merchant Acquiring Agreement, without the right to sub-licence or assign in any way. Any licence we provide in relation to our software, documentation or technology will automatically terminate when your Merchant Acquiring Agreement ends.

SECTION 14 (YOUR RESPONSIBILITIES)

You are responsible for:

- a) using and accessing the Merchant Acquiring Services and performing your obligations under the Merchant Acquiring Agreement in compliance with applicable law and the Rules;
- b) the compliance of Users with your obligations under the Merchant Acquiring Agreement;
- c) preventing unauthorised access to and use of the Merchant Acquiring Services or any other security breaches; and
- d) ensuring that you have the necessary power and Internet connections and all communications infrastructure on your premises for the proper working of the Devices.

Merchant Acquiring Terms and Conditions

Edition November 2024

You will not, and will not permit any third party, to:

- a) access, attempt or engage in any use of the Merchant Acquiring Services for fraudulent or illegal purposes;
- b) decompile, disassemble, extract, reverse engineer, or otherwise attempt to reconstruct or discover by any means any source code, underlying ideas or algorithms in connection with the Merchant Acquiring Services;
- c) probe, scan or test the vulnerability of the Merchant Acquiring Services or breach the security or authentication measure of the Merchant Acquiring Services;
- d) circumvent, disable or defeat any security features or components that protect the Merchant Acquiring Services
- e) directly or indirectly copy any software component of the Merchant Acquiring Services except for backup and archival purposes, or modify, translate, or alter the Merchant Acquiring Services, or create derivative works based on the Merchant Acquiring Services;
- f) create Internet 'links' to the Merchant Acquiring Services or 'frame' or 'mirror' any part of the Merchant Acquiring Services, other than on your own intranets or otherwise for your own internal business purposes;
- g) republish, upload, post, transmit, disclose, or distribute the Merchant Acquiring Services except as permitted herein;
- h) access or use (in any format) the Merchant Acquiring Services through any time-sharing service, service bureau, network, consortium, or other means;
- i) rent, lease, sell, sublicense, assign, or otherwise transfer your license rights to any third party;
- j) remove, relocate, or otherwise alter any proprietary rights notices from the Merchant Acquiring Services;
- k) perform any actions that would interfere with the proper working of the Merchant Acquiring Services, prevent access to or use of the Merchant Acquiring Services by other users, or in Clover's reasonable judgment impose an unreasonable or disproportionately large load on the infrastructure, network capability or bandwidth;
- l) build a competitive product or service using similar ideas, features, functions or graphics to the Merchant Acquiring Services or copy any ideas, features, functions or graphics of the Merchant Acquiring Services;
- m) make any copies of any documentation we provide to you;
- n) attempt to circumvent user authentication or security of any host, system, or account (also known as cracking or hacking) including
 - i) accessing data not intended for you,
 - ii) logging into a server or account that you are not expressly authorised to access, and
 - iii) probing the security of other networks;
- o) send or store any Disabling Devices or other harmful or malicious code, files, scripts, agents or programs, or send spam or otherwise duplicative or unsolicited messages in violation of applicable law; and
- p) use invalid or forged headers, invalid or non-existent domain names or other means of deceptive addressing.

SECTION 15 (YOUR INFORMATION)

You are solely responsible for ensuring that all information you provide to us and set out in your Statements and the Merchant Portal, are true, accurate, current and complete, and for maintaining and updating this information to keep it true, accurate, current and complete. As between us and you, you are solely responsible for any activities or any other party's access and/or use of the Merchant Acquiring Services with your unique username, password or other appropriate security codes.

SECTION 16 (FINANCIAL AND OTHER INFORMATION)

Upon request, you will provide us or our agents with copies of financial accounts (including management accounts), trading terms, supplier invoices, customer contracts, product information and such other documentation or information concerning your business that we may require.

You agree that we and our agents can:

- a) obtain the documents and information referred to above from third parties and our affiliates; and
- b) contact the individuals at your business identified in your Application Form and those whom you may notify Clover from time to time.

You must tell us and our agents immediately of any change in your contact details or the circumstances affecting your business including:

- a) any Insolvency Event;
- b) any change of voting control in you or your parent company;
- c) any change in your trading terms, directors, other officers, members or partners, business or trading name, legal status, email address, business or trading address or in any of your other details that you have provided to us; and
- d) any sale or other disposal of all or any material part of your assets.

SECTION 17 (SECURITY AND SET-OFF)

We may at any time require you to provide collateral (or additional collateral, as the case may be) in a form to be decided by us if, in our absolute discretion, we determine that such collateral is necessary for the purpose of providing us with a source of funds to pay for any and all actual and reasonably anticipated amounts and liabilities owed by you to us to include actual and/or contingent liabilities under the Merchant Acquiring Agreement. For example, we may:

- a) require you or a company within your group of companies to provide guarantees or other security;
- b) apply special terms to your acceptance of Transactions at any time; and/or
- c) create a Reserve

If we believe that a Reserve is necessary, you agree we may implement it immediately by:

- a) requiring you to deposit into the Reserve a cash amount determined by us;
- b) debiting your Bank Account for any amount for deposit to the Reserve; and/or
- c) transferring into the Reserve any payments that we would otherwise pay to you under your Merchant Acquiring Agreement.

The amount of any Reserve may be set in our sole discretion and increased or decreased by us as we may determine from time to time. We may hold funds in a Reserve until we are satisfied that our risk of financial loss is mitigated, which may include continuing with the Reserve after termination until all liability issues are resolved. All funds held in any Reserve and all rights, title and interest to such funds, are at all times (and if you become involved in any Insolvency Event) exclusively for our benefit and vested in us.

If we request that you provide or ensure that a company within your group of companies provides, a parent company guarantee, such guarantee will be provided in the form prescribed by us and receipt by us of such guarantee shall be a condition for us to provide, or continue to provide, the Merchant Acquiring Services to you.

We, or any of our affiliates, may at any time (without notice to you) set off any sum which you owe to us or to any of our affiliates against any sum we

Merchant Acquiring Terms and Conditions

Edition November 2024

or any of our affiliates owe you (in each case, whether under your Merchant Acquiring Agreement or any other agreement between us, or any of our affiliates, and you). You must pay us all Charges and other amounts due under your Merchant Acquiring Agreement in full, without set-off or deduction.

SECTION 18 (CHARGES)

You agree to pay us all Charges that are payable as part of your receipt of Merchant Acquiring Services under the Merchant Acquiring Agreement. We may alter the level of the Charges from time to time. If we do so, we will give you notice before the change takes effect in accordance with your Merchant Acquiring Agreement.

Unless otherwise stated, all Charges, fees and other payments to be made by you under your Merchant Acquiring Agreement are exclusive of VAT and any other relevant taxes (if any). If any VAT is applicable to your Charges or fees, we will add it.

Any sum due to us under your Merchant Acquiring Agreement is payable at the time specified. If no time is specified, it is payable immediately. We may charge interest on unpaid sums at the Agreed Rate. Interest shall accrue on a daily basis on any sum that you fail to pay on time and will continue to accrue until you have paid the sum due (including interest) in full.

SECTION 19 (BANK MANDATE)

If applicable, you will complete and sign a direct debit mandate authorising the bank at which you hold your account to pay on presentation all requests for payment of a direct debit originated by us in respect of sums due under your Merchant Acquiring Agreement. You will not during the term of your Merchant Acquiring Agreement revoke such mandate other than to change your Bank Account to another bank. If you intend to change your Bank Account, you must

- a) give Clover at least one (1) month written notice; and
- b) complete a new direct debit mandate to the new bank.

SECTION 20 (STATEMENTS)

We will provide or make available to you a monthly Statement by email or through the Merchant Portal, which shall provide details of all Transactions. Your Statement shall constitute a proper demand for payment of the amount shown by it as being due from you to us, which will be conclusive unless inaccurate on the face of the Statement. You can request a duplicate copy of your Statement(s), or request that your Statement(s) be provided in paper copy, but we may charge a fee for this as set out in the Fees and Charges Schedule. You must check each such Statement on receipt and notify us within one (1) month of any errors. If you don't notify us within this period, you lose the right to challenge the Statement.

SECTION 21 (CHANGES TO YOUR MERCHANT ACQUIRING AGREEMENT)

We may from time to time change your Merchant Acquiring Agreement. Unless we are required to implement a change on shorter notice pursuant to applicable law, the Rules or in other exceptional circumstances (for example where we suspect fraud), we will give you at least two (2) months' notice before making the changes. However, changes in interest or exchange rates may be applied immediately and without notice where the change is favorable to you or where such changes are required for either party's compliance with privacy or data protection law.

Your continued use of the Merchant Acquiring Services constitutes your acceptance of changes to your Merchant Acquiring Agreement. If you do not wish to accept the changes we make to your Merchant Acquiring Agreement, you may terminate your Merchant Acquiring Agreement by giving us one (1) month's written notice in accordance with this Merchant Acquiring Agreement.

SECTION 22 (NOTICES BETWEEN US AND YOU)

There will be times when we need to update you about your Merchant Acquiring Services. We will do this by:

- a) emailing you at the email address provided by you in your Application Form;
- b) post to your last known place of business or head office; or
- c) notification on a Statement message, Statement insert or on the Clover Website.

Should you wish to contact us, you can do so by the following methods:

- a) emailing us at cloverukcustservice@fiserv.com;
- b) phoning us on (0) 345 606 5055; or
- c) writing to us at Clover, Janus House, Endeavour Drive, Basildon, Essex SS14 3WF (or any other address we tell you).

SECTION 23 (LIMITATION OF LIABILITY)

Our maximum aggregate liability to you for all claims or losses however arising will not exceed the lesser of

- a) £30,000; or
- b) the amount of Charges received by us from you in the immediately preceding twelve (12) months.

We will have no liability to you whatever the cause for any

- a) increased costs or expenses;
- b) loss of profit, loss of business, loss of goodwill, loss of data, or loss of revenue or anticipated savings; or
- c) special, indirect or consequential loss or damage of any nature whatsoever.

Clover may perform maintenance on the Merchant Acquiring Services from time to time which may result in service interruptions, delays or errors. Clover will not be liable for any such interruptions, delays or errors. You acknowledge that neither we nor any of our subcontractors underwrites or agrees to compensate you or any third party (including your customers) for the value of any Transaction (or Transaction Data) as a result of any failure or delay in processing any such Transaction pursuant to or in connection with this Merchant Acquiring Agreement. Your sole remedy for such failure or delay shall be for us to use commercially reasonable endeavours to complete processing of the relevant Transaction as soon as practicable after receipt of notification from you of the relevant failure or delay.

Nothing in your Merchant Acquiring Agreement will exclude or limit any liability of you or Clover for death or personal injury caused by negligence or fraud, deceit or fraudulent misrepresentation, or to the extent that any such exclusion or limitation is not permitted by applicable law.

SECTION 24 (PROMOTING CLOVER AND THE SCHEMES)

To the extent that we provide you with promotional materials, you must at all times keep such promotional materials prominently displayed at each of your premises at the Point-of-Sale, and in any catalogue or other advertising material of yours (whether on a Website or otherwise). You must not use any promotional material that refers to us or any other name associated with Clover or our agents, or contains any of our trademarks, logos or those of our agents or of any Scheme without our prior written consent. You must not indicate that any Scheme endorses the goods or services provided by you.

SECTION 25 (CONFIDENTIALITY)

Each party shall treat as confidential any Confidential Information of the other party and not disclose it to any other person without consent unless

Merchant Acquiring Terms and Conditions

Edition November 2024

this Agreement or applicable law requires or permits it. We may disclose Confidential Information about your business to Independent Sales Organizations and as otherwise set out in Clover's Privacy Notice.

SECTION 26 (DATA SECURITY)

You must, and you will ensure that your agents and sub-contractors, have in place technical and organisational measures which ensure an appropriate level of security for the processing of Customer information and protect Customer information against accidental or unlawful destruction or alteration, accidental loss, or unauthorised disclosure, access or processing.

You must not retain or store magnetic stripe or CVV/ CVC2 data after Authorisation has been requested for a Card Transaction.

You agree to comply with the PCI DSS and any changes which may occur to those standards. If we ask, you must attest your compliance with PCI DSS by participating in the PCI DSS Compliance Program. If we reasonably deem you to be non-compliant with PCI DSS, we will issue you with a noncompliance notice and you shall promptly remedy areas of noncompliance. We may charge a fee for noncompliance. If at any time you determine or suspect that Transaction Data has been compromised, you must notify us immediately and provide any assistance required by us or law enforcement agencies, including assistance in providing notification to such parties as may be required by applicable law, Rules, or as we otherwise reasonably deem necessary.

You understand and agree that when making credit decisions and managing your account with Clover, we or our agents may make searches at credit reference agencies, including electoral register information. These may be recorded by the credit reference agencies. We or our agents may also disclose information, including how you have run your account, to the credit reference agencies for the purposes of obtaining credit assessments on you as a business or if you are an individual, then in your personal capacity. If false or inaccurate information is provided and/or fraud is identified, details will be passed to fraud prevention agencies by us or our agents to prevent fraud and money laundering.

We or our agents may record telephone conversations to offer you additional security, resolve complaints and improve our service standards. Conversations may also be monitored for staff training.

You agree that you are entitled to disclose information about any guarantor and/or any other person whose information is provided by you to Clover or our agents.

SECTION 27 (CORPORATE OPT-OUT)

If you are a large company, you agree that regulations 40 to 62 inclusive, 66(1), 67(3), 67(4), 75, 77, 79, 80, 83, 91, 92 and 94 of the Payment Regulations do not apply to your Merchant Acquiring Agreement.

SECTION 28 (DURATION OF THE AGREEMENT AND TERMINATION)

You may terminate your Merchant Acquiring Agreement at any time by giving not less than one (1) months' written notice to Clover. Your Merchant Acquiring Agreement or part of it may be suspended or terminated by us at any time by giving two (2) months' written notice to you.

We may also immediately terminate or suspend all or part of your Merchant Acquiring Services if:

- a) you persistently or materially breach the Rules, your Merchant Acquiring Agreement or any other agreement with us;
- b) you suffer an Insolvency Event;

- c) any event or circumstance becomes known to us which, in our sole opinion, gives rise to fraud or suspicion of fraud or other criminal activity, or causes or may cause us to be in breach of any legal or regulatory requirements including the Rules, or is jeopardising or may jeopardise the integrity or security of any of our or our agents computer systems;
- d) our reasonable belief that you will not be able to perform your obligations under this Merchant Acquiring Agreement;
- e) the number of Chargebacks in relation to your business are in our reasonable opinion excessively high;
- f) you engage in business practices which create excessive risk for Cardholders or Clover;
- g) you fail to provide us with notice of any material change in the nature of your business;
- h) you fail to disclose to us the details of the third parties or systems you use in connection with the Customer Data or Transaction Data processed under your Merchant Acquiring Agreement;
- i) you experience a data breach or other similar security incident;
- j) you materially change or we suspect that there will be a material change to your business activities or financial condition;
- k) your activities are, or are likely to have, in our opinion, a material impact on our business, commercial arrangements, reputation and/or goodwill; and/or
- l) any governmental authority or Scheme instructs Clover to limit, suspend or terminate your Merchant Acquiring Agreement.

SECTION 29 (EFFECTS OF TERMINATION)

Termination of your Merchant Acquiring Agreement will not affect rights or obligations already incurred and in particular, the sections of this Merchant Acquiring Agreement which reference Confidentiality, Data Protection, Limitation of Liability, Charges, Settlement, Chargebacks and Security will remain in full force and effect.

On cancellation or termination of your Merchant Acquiring Agreement, you will:

- a) not process any Transactions;
- b) pay us all amounts owed under this Merchant Acquiring Agreement;
- c) not use our or our agents names or any of our trademarks or logos or any promotional materials we or our agents have provided to you or which refer to Clover or the provision of Merchant Acquiring Services by us or our agents to you as a Merchant.

You agree that we may notify the Schemes and credit reference agencies of the termination of your Agreement and the reasons for it.

SECTION 30 (INTELLECTUAL PROPERTY RIGHTS)

All Intellectual Property Rights in or related to the Merchant Acquiring Services are and remain our sole and exclusive property, and all right, title and interest associated with the Merchant Acquiring Services that are not expressly granted in accordance with your Merchant Acquiring Agreement are withheld.

SECTION 31 (RIGHTS OF THIRD PARTIES)

Your Merchant Acquiring Agreement will not be enforceable by a third party except that any rights and any exclusion or limitation of liability in any term may be enforced by or relied upon by our agents under the Contracts (Rights of Third Parties) Act 1999.

Merchant Acquiring Terms and Conditions

Edition November 2024

SECTION 32 (ENTIRE AGREEMENT)

Your Merchant Acquiring Agreement, together with any documents referred to in it and any variation to it constitutes the entire agreement and understanding between us and you relating to its subject matter. Your Merchant Acquiring Agreement supersedes all prior oral or written agreements, representations or warranties including any previous merchant agreements between you and us. Any liabilities for and any remedies in respect of any such agreements, representations or warranties made are excluded, save only in respect of such as are expressly made or repeated in your Merchant Acquiring Agreement or any accrued rights, liabilities and obligations which have arisen under any previous merchant agreements between you and us which will continue.

You acknowledge and agree that you have not entered into your Merchant Acquiring Agreement in reliance on any oral or written agreement, representation or warranty from Clover, other than those explicitly set out in your Merchant Acquiring Agreement.

SECTION 33 (WAIVER AND ENFORCEABILITY)

No failure to exercise or delay by us in exercising any right, power or remedy provided by law or under your Merchant Acquiring Agreement will impair the same or be construed as a waiver or release of that right. If any provision of your Clover Acquiring Agreement is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in your Merchant Acquiring Agreement, but without invalidating any of the remaining provisions of your Merchant Acquiring Agreement.

SECTION 34 (ASSIGNMENT)

We may assign (whether in whole or in part), novate, transfer, dispose of, charge or deal in any other manner with, your Merchant Acquiring Agreement and any interest or rights that we may have under your Merchant Acquiring Agreement upon notice to you. You agree to enter into such documents as we may reasonably require in order to effect such novation, transfer, disposal, charge or dealing. You may not assign (whether in whole or in part), novate, transfer, dispose of, charge or deal in any other manner with, your Merchant Acquiring Agreement nor any interest or rights or burdens under your Merchant Acquiring Agreement without our prior written consent.

SECTION 35 (JOINT AND SEVERAL LIABILITY)

If you comprise of more than one person, then your liability under your Merchant Acquiring Agreement is joint and several. This means that each of you is treated legally as having assumed the obligation both collectively, on behalf of each of you and individually. We may proceed against any one or more of you for the full performance of any obligation owed to us under your Merchant Acquiring Agreement or for all losses or damage arising from a breach or failure by any of you to perform, irrespective of who caused the breach. If such persons are a partnership, then any act or omission of any one partner shall be deemed to be an act or omission of all partners.

SECTION 36 (GOVERNING LAW)

This Merchant Acquiring Agreement and any dispute or claim arising out of or in connection with this Merchant Acquiring Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Merchant Acquiring Agreement or its subject matter or formation (including non-contractual disputes or claims).

SECTION 37 (FORCE MAJEURE)

Neither we nor our agents shall be liable for any failure to perform our obligations under your Merchant Acquiring Agreement where the failure arises directly or indirectly through war, civil disturbance, industrial dispute (whether including our employees or not), any equipment failure (including if any data processing system or transmission link fails), any act of God or any circumstances or event whatsoever beyond our control.

Merchant Acquiring Terms and Conditions

Edition November 2024

SECTION B (PRIVACY AND DATA PROTECTION - MERCHANT ACQUIRING SERVICES)

1. Privacy and Data Protection

Both Clover and you, acting as a controller, will process Customer Data in accordance with Data Protection Laws. Each party will ensure that their employees and agents process Customer Data in accordance with Data Protection Laws.

2. Purposes

We process Customer Data:

- a) as required in order to meet our obligations pursuant to your Merchant Acquiring Agreement;
- b) to provide operational support (including managing disputes opened by Customers);
- c) as agreed in writing between the parties;
- d) as required or allowed by applicable law;
- e) for fraud prevention or investigation purposes, or other risk management purposes;
- f) for customer identification and information verification purposes, including in connection with "know your customer", anti-money laundering or anti-terrorism financing purposes;
- g) in accordance with the Rules;
- h) to enforce our rights, or the rights of other persons in a financial transaction;
- i) to comply with policies applicable to our obligations under the Merchant Acquiring Agreement, including to protect the security of Customer Data;
- j) to conduct analytics in compliance with Clover's policies and to operate, maintain, improve and provide the features and functionality of the Clover Services and provide additional products or services; or
- k) to disclose personal data to sub-contractors/sub-outsourcers and their representatives for the purposes set out in this section.

In addition, in the following limited circumstances, we may transfer personal data to the following third parties:

- i) where you are in receipt of Merchant Cash Advance ("MCA") services from one of our partners, and the transfer to the MCA partner(s) of your personal data is required to enable the MCA services to be provided;
- ii) if you were referred to us by an ISO, and the transfer is required to satisfy our reporting obligations to such ISO; and
- iii) as applicable, to American Express.

3. Transparency

As a controller of Customer Data, you will provide an information notice to data subjects meeting the requirements of Data Protection Laws, including the information referred to in Articles 13 and 14 of the GDPR (the "Customer Privacy Notice") which notice shall include such information about the use of personal data in the products and services we provide.

As a controller of the Customer Data, we will provide, with your assistance, an information notice to data subjects meeting the requirements of Data Protection Laws, including the information referred to in Articles 13 and 14 of the GDPR (the "Acquirer Privacy Notice"), the current version of which can be found at <https://uk.clover.com/legal/privacy/>.

You will provide the Clover Merchant Privacy Notice which is found at the end of this section to any of your employees, staff or contractors prior to their personal data being provided to us in connection with this Merchant Acquiring Agreement.

4. Assistance

Each party will:

- a) provide the other party with such assistance and co-operation as it reasonably requests to enable the requesting party to comply with any obligations imposed on it by Data Protection Laws in relation to the processing of Customer Data. A party will be entitled to refuse or limit its assistance where the requesting party is in the position to fulfil the obligations without that party's assistance;
- b) respond to requests or notices from data subjects as required as a data controller and, where this relates to the other party's processing, notify data subjects that the other party is a separate data controller and that the data subject should contact the other party separately if he or she wishes to send a notice or make a request to them; and
- c) notify the other party without undue delay where it receives a request from a data subject that might reasonably be expected to affect the other party's data processing, including requests to correct personal data provided by other party.

5. Notices

All notices and other communications between the parties under this section must be provided in accordance with the Notices section of your Merchant Acquiring Agreement and, in the case of Clover, also by email to our Data Protection Officer, DPO@fiserv.com.

Merchant Acquiring Terms and Conditions

Edition November 2024

Clover Merchant Privacy Notice

This Notice applies to personal data collected about staff, employees, principals and contractors of Merchants (“you” or “your”). This Notice describes how Clover (the trading name of First Data Europe Limited) (“we”, “us”, or “our”) may use information provided to us about you either by the Merchant (“your company” or “your employer”) or by you directly, for example if you are a sole trader and not an employee. Personal Data means any information that relates to an identified or identifiable individual. This Notice also describes your data protection rights, including a right to object to some of the processing which we carry out. More information about your rights, and how to exercise them, is set out in Section G of this Privacy Notice below. We reserve the right to modify this Notice at any time in the manner provided in our agreement with you or your company, and subject to such notice periods as we may operate from time to time.

Clover will be the controller of personal data in relation to the Clover Acquiring Services.

To contact us in relation to our use of your Personal Data or to exercise your rights, you can write to us at Janus House, Endeavour Drive, Basildon, Essex SS14 3WF or by email at DPO@fiserv.com.

A. What information we collect?

We collect Personal Data both directly from you and from your employer. The information we ask you or your employer to provide or that we collect under our agreement with you or your company includes:

- Your name, contact details, including home address and telephone number, and trading address;
- Identity verification, including passport or driving license;
- Bank account information;
- If you (rather than your employer) are the Merchant, information about the card transactions you process, such as the number of transactions, transaction reference number, merchant location where a transaction occurred, date and time of transaction, transaction amount and currency, card issuer, card and payment type and information about the goods or services purchased in a transaction and your;
- Merchant ID and category code; and
- Any information you or your employer provide to us in the course of correspondence or telephone calls.

We and our service providers may collect information about you that is publicly available, including by searching publicly accessible government lists of restricted or sanctioned persons (such as the Specially Designated Nationals and Blocked Persons List), public records databases (such as company registries and regulatory filings), and by searching media and the internet.

We may link information about you between accounts, including your arrangements and any account(s) you may guarantee, and between accounts and the other products and services you may have with the Clover, its holding company, and its subsidiaries, and its holding company's subsidiaries, and their associated companies from time to time. Depending on the products and services the Merchant receives from us, we may also link information about you with information about other companies.

B. How and why we use your Personal Data?

Providing our products and services, which includes:

- Administering the products and services we supply to you (or your company) under any agreement and any future agreements we may have, or may wish to have, with you (or your company);
- Managing our relationship with you or your company;

- Carrying out our obligations, and exercising our rights, under our agreement with you or your company;
- Communicating with you regarding the products and services we provide, including by sending you or your company service-related emails or messages;
- Personalising the manner in which we provide our products and services;
- Preventing and checking for fraud or money laundering and for risk management purposes;
- Administering and protecting our business; and
- Providing support and maintenance for our products and services, including responding to service-related requests, questions, and feedback from you or your company.

Verifying your identity, credit checking, credit scoring and debt detection

When considering a request, proposal, application or administering our agreement with you or your company, managing your account(s) or making decisions regarding credit, including whether to make credit available or to continue or to extend existing credit to Merchants, we carry out,

- i) searches for the purpose of verifying your identity, and/or
- ii) credit searches in relation to you or your company with one or more licensed credit reference agencies, and/or
- iii) credit scoring.

We use automated decision making systems to help us to make fair and reasonable decisions as to whether to contract with the Merchant, particularly considering your and the Merchant's financial security and status. You can ask us to reconsider any decision we take and to express your point of view about the decision. However, should the results of any credit scoring, security check or similar processing be too low, we are unlikely to conclude a contract with the Merchant. We also use Personal Data we hold for debt tracing and the prevention of money laundering as well as the management of the Merchant's arrangements.

Developing scoring criteria

We also use some of your Personal Data to develop standard scoring criteria to assist us in assessing future Merchant applications and in reviewing your company's facility.

For research, development and analytics

We use the information we collect for our own research and development purposes, which include:

- Developing or improving our products and services; and
- Developing and creating analytics and related reporting, such as regarding industry and fraud trends.

Complying with applicable law

We use your Personal Data as we believe necessary or appropriate to comply with applicable laws, lawful requests and legal process, such as to respond to subpoenas or requests from government authorities.

Compliance, fraud prevention and safety

We use your Personal Data as we believe necessary or appropriate to

- a) enforce the terms and conditions that govern our products and services;
- b) protect our rights, privacy, safety or property, and/or that of you or others; and
- c) protect, investigate and deter against fraudulent, harmful, unauthorised, unethical or illegal activity.

Merchant Acquiring Terms and Conditions

Edition November 2024

To create anonymous data

We may create anonymous data from your Personal Data. We make Personal Data into anonymous data by excluding information that makes the data personally identifiable to you, and use that anonymous data for our lawful business purposes.

Processing Purpose (Details regarding each processing purpose listed below are provided in the paragraph above this table)	Legal Basis
Providing our products and services	Processing is necessary to perform the contract governing our provision of the products or services or to take steps that you request prior to signing up for the Services.
Verifying your identity, credit checking, credit scoring and debt detection	These processing activities constitute our legitimate interests. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your Personal Data for our legitimate interests. We do not use your Personal Data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by applicable law).
Developing scoring criteria	
Research, development and analytics	
Compliance, fraud prevention and safety	
Risk management	
Compliance, debt detection, prevention of money laundering fraud prevention, and safety (where we have a legal obligation) and otherwise complying with applicable law.	Processing is necessary to comply with our legal obligations

To ensure we carry out your instructions accurately, to help improve our services and in the interests of security, we monitor and/or record your telephone calls with us.

C. How we share your Personal Data?

We employ third party companies and individuals to administer and provide services on our behalf (such as companies that provide software and call centre services).

To prevent or detect fraud, we may pass information to financial and other organisations involved in fraud prevention. If you give us false or inaccurate information and we suspect fraud, we will record this and will pass such information to such other financial and other organisations.

We give details of your company's arrangements and how you conduct them to collection agencies, other financial institutions, our legal advisers, law enforcement and to applicable regulatory entities, where appropriate. In particular, we may give those entities details of non-payment where:

- any monies are not paid in accordance with the terms of our agreement with the Merchant;
- the Merchant has not made proposals satisfactory to Clover or to our agents or affiliates for repayment of the Merchant's debt, following formal demand;
- the Merchant has been given at least twenty eight (28) calendar days' notice of our intention to disclose; and/or

- fraud has been suspected relating to your facility.

We will report to the Visa VMAS and MasterCard MATCH listings the Merchant's business name and principals, as required under their Rules.

In addition, subject to any banking regulations and applicable law, we or our agents may disclose all information you or your employer provide to us or our agents to:

- other companies in the Clover group (Clover' holding company, its subsidiaries, and its holding company's subsidiaries, and their associated companies from time to time) and to our agents or affiliates, so that they may record, analyse, assess, use and retain same for the same purposes described above in relation to their own businesses, products and services;
- the Schemes [(Visa, MasterCard, Maestro, American Express and such other schemes notified to you by Clover from time to time)] where the rules and operating instructions issued by particular Schemes from time to time require us to do so, or where we conduct AML / KYC on their behalf, or to any regulatory body as required under any applicable law or regulations;
- any party, including its advisers, to whom we transfer or assign, or propose to transfer or assign our business or our rights and obligations under our agreement with you or your company;
- any party who participates or wishes to participate, wholly or in part, in the financing of any of our products and services;
- any insurance company for the purposes of insuring risk and/or your guarantor (if applicable); and
- any party who introduces you to us or us to you, each of whom may also use your information in the way described in our agreement with you or your company.

D. Where will we store your Personal Data?

We transfer your Personal Data within our group of companies, including outside of the European Economic Area ("EEA") and/or the United Kingdom, ("UK"). Whenever we transfer your Personal Data out of EEA and/or UK within our group to countries not deemed by the European Commission/ICO to provide an adequate level of protection for Personal Data, the transfer will be based on our Binding Corporate Rules, a copy of which can be found at: https://merchants.fiserv.com/en-us/privacy/binding-corporate-rules/?utm_source=firstdataus.

When we transfer Personal Data outside of EEA and/or UK to third parties in countries not deemed by the European Commission/ICO to provide an adequate level of protection for Personal Data, the transfer will be made pursuant to:

- A contract approved by the European Commission (or the UK equivalent) (the "Standard Contractual Clauses");
- The recipient's Binding Corporate Rules;
- The consent of the individual to whom the Personal Data relates; or
- Other mechanisms or legal grounds as may be permitted under applicable European / UK law.

Please contact us if you would like to receive further information on the specific mechanism used by us when transferring your Personal Data out of EEA and/or UK.

E. How long will we keep your Personal Data?

We retain Personal Data for as long as necessary to

- provide the service under our agreement with you or your company;
- comply with legal obligations;
- resolve disputes; and

Merchant Acquiring Terms and Conditions

Edition November 2024

d) enforce the terms of our agreement with you or your company.

F. Other relevant notices

N/A

G. Your rights in relation to your Personal Data

Under certain circumstances, you have rights under data protection laws in relation to your Personal Data. You may ask us to take the following actions regarding Personal Data that we hold:

- **Access.** You are entitled to ask us if we are processing your Personal Data and, if so, for a copy of the Personal Data we hold about you, as well as obtain certain other information about our processing activities.
- **Correction.** If any Personal Data we hold about you is incomplete or inaccurate, you can require us to correct it, though we may need to verify the accuracy of the new data you provide to us.
- **Erasure.** This enables you to ask us to delete or remove Personal Data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your Personal Data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your Personal Data to comply with local law.
- **Object.** Where our reason for processing your Personal Data is legitimate interest you may object to processing as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your Personal Data for direct marketing purposes or for profiling for direct marketing.
- **Restriction.** You may ask us to suspend our use of your Personal Data in the following scenarios:
 - If you want us to establish the data's accuracy;
 - where our use of your Personal Data is unlawful but you do not want us to erase it;
 - where you need us to hold your data for a longer period than we usually would, because you need it to establish, exercise or defend legal claims; or
 - you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.
- **Transfer.** Where it is possible, we will provide to you, or a third party you have chosen, your Personal Data in a structured, commonly used, machine-readable format. Note that this right only applies to Personal Data provided by you which you initially provided consent for us to use or where we used the information to perform a contract with you.
- **Withdraw consent.** Where our reason for processing is based on your consent, you may withdraw that consent at any time. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.
- **Right to complain to a Supervisory Authority.** You also have the right to make a complaint at any time to a supervisory authority that is located where you live, work or where you believe the breach has occurred. In the UK, this is the Information Commissioner Office

You can submit requests to exercise these rights, and to ask us to reconsider automated decisions, by contacting Clover at our registered office: Janus House, Endeavour Drive, Basildon, Essex SS14 3WF or by email at DPO@fiserv.com. We may need to request specific information from you to help us confirm your identity and ensure you are entitled to exercise a right in respect of your Personal Data, for example, a merchant identification number or account number. This is a security measure to ensure that Personal Data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

There may be legal or other reasons why we cannot, or are not obliged to, fulfil a request to exercise your rights. We will use available lawful exemptions to your individual rights to the extent appropriate. If we decline your request, we will tell you why, subject to legal restrictions.

You will not have to pay a fee to exercise any of your rights relating to your Personal Data. However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

We will respond to all legitimate requests promptly and, in any event, within any timeframes prescribed by applicable law. In general, we must respond to queries within one month from the receipt of the request, so it is important that requests are identified and sent to us as soon as possible. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated. Any transmission of your Personal Data will be handled in a secure manner.

Merchant Acquiring Terms and Conditions

Edition November 2024

SECTION C (INTERPRETATION AND DEFINITIONS)

Interpretation

When reading and interpreting your Merchant Acquiring Agreement:

- a) if we refer to one gender, we are also referring to all genders and if we refer to the singular or plural we are also respectively referring to the plural or singular, unless it is clear from the words in the clause that we do not mean this;
- b) clause headings are for convenience only and do not affect the meaning or interpretation of the clause;
- c) references to statutes, statutory provisions, regulations and statutory instruments also include the amended, extended or re-enacted or updated versions of these as may be in force from time to time;
- d) the word “including” means “including, without limitation”, and the word “include(s)” means “include(s), without limitation”;
- e) if there is any inconsistency between these Merchant Acquiring T&Cs and any other documents that we provide to you, the provisions in these Merchant Acquiring T&Cs will prevail;
- f) where our approval, consent or authority is required, we may exercise that approval or consent right subject to any applicable law or Rules; and
- g) where we refer to applicable law, we refer to all laws, statutes, regulations, codes or ordinances that apply to your receipt of the Merchant Acquiring Services.

Definitions

Agreed Rate a rate of 2% per year above the Bank of England base rate from time to time.

Application Form means the form that you signed and submitted to us when you applied to receive the Merchant Acquiring Services.

Assessment fees means the assessment fees charged by us by reference to the rates set by the Schemes from time to time for each Card Transaction processed under your Merchant Acquiring Agreement. Amex Assessment Fees can also be described as discount rates or merchant services fees.

Authorisation means confirmation from the relevant Card Issuer that the Card has not been registered as lost or stolen, has available credit at the time of the Transaction and that the Card Number is valid and not expired. It does not confirm that the person who presents the Card is the genuine Cardholder and, therefore, alone it does not prevent the Transaction being charged back to you.

Bank Account means the bank accounts you nominate which we may debit or credit with payments in respect of Transactions.

Business Day means any day which is not a Saturday, Sunday or a bank holiday in any part of the United Kingdom.

Card means any valid physical, mobile or virtual payment card issued by a Card Issuer.

Card Acquirer means any bank or other body duly authorised to process Transactions from a Merchant.

Cardholder means the company, firm, individual or other body for whose use a Card has been issued at any time.

Cardholder's Account means the account or facility which is associated with the Card.

Card Issuer means any third party bank, American Express or any other body authorised by a Scheme to issue Cards.

Card Not Present Transaction means any type of Transaction where the Cardholder is not present or the Card is not provided physically to you at the time of the Transaction, including Transactions made via telephone, mail order and/or a Website.

Card Number means the number displayed on a Card identifying the Cardholder's Account.

Card Present Transaction means any type of Transaction where the Cardholder is present and the Card is physically provided to you at the time of the Transaction.

Card Refund means any Refund given in respect of a Transaction for credit to the Cardholder's Account.

Card Refund Data means the details of a Card Refund processed through a Device or a Website in a form we approve.

Card Sales Data means the details of a Transaction processed through a Device or a Website in a form we approve.

Cashback means a service provided to Cardholders whereby cash is dispensed with a Card Transaction at the Point-of-Sale.

Charges means the fees and charges set out in Schedule D (Fees and Charges) of these Merchant Acquiring T&Cs.

Chargeback means a Transaction that is disputed by a Cardholder or Card Issuer and is returned to us under the relevant Rules.

Chip and PIN Card means a Card in respect of which a PIN may be entered in a Device.

Clover Account means the account registered in the name of the Merchant for the use of the Clover Services.

Clover Software and Device Services Agreement means your separate agreement with Clover for Clover Software Services.

Clover Software Services means the software services that you receive under your Clover Software and Device Services Agreement.

Clover Website means the Clover website at <https://uk.clover.com> and any successor or related site designated by us.

Confidential Information means any information, whether in written or other form, which has been disclosed by a party to the other party

- i) in confidence; or
- ii) which by its nature ought to be regarded as confidential (regardless of whether it is marked in writing as “confidential”).

Currency Conversion Commission means the commission we pay you in connection with the Transaction Currency Conversions that you process.

Currency Conversion Margin means the total margin (expressed as a percentage) that we add to a Wholesale Rate to create the Transaction Rate.

Currency means any fiat or Central Bank accepted currency.

Customer(s) means Cardholders or non-Card customers who purchase goods or services from you.

Customer Data means all personal data relating to a Customer which is processed by either party in connection with the Merchant Acquiring Agreement.

Data Protection Laws means the data protection and privacy laws of the United Kingdom and the European Union as amended or replaced from time to time, and any relevant national implementing legislation, along with the recommendations and deliberations of the relevant data protection authorities.

DCC Service means the service performed to authorise, process, and settle a DCC Transaction.

DCC Transaction means a Foreign Currency Transaction in which the Cardholder authorises

- i) the Local Currency Price to be converted to the Foreign Currency Price; and
- ii) the Cardholder's Account to be charged in the amount of the Foreign Currency Price.

Debit Card means a Visa Debit Card, Visa Electron Card, International Maestro Card, Maestro Card, Debit Mastercard and such other Cards as notified by us to you from time to time as being Debit Cards.

Deferred Supply Transactions means Transactions where the goods or services are supplied to the Cardholder at a time later than the time of the Transaction.

Device means a Clover payment accepting device that you use to receive the Merchant Acquiring Services and the Clover Software Services.

Merchant Acquiring Terms and Conditions

Edition November 2024

Disabling Device means any software, virus, worms, time or logic bombs, Trojan horses or other computer instructions, intentional devices or technologies that can or were designed to threaten, infect or disrupt, damage, disable or shut down all or any part of a computer program, network or computer data.

Dynamic Price means the Foreign Currency Price that is either selected by the Cardholder or selected automatically based on the country of the Cardholder's IP address (geo-IP detection or other method).

Dynamic Pricing Transaction means a Foreign Currency Transaction that has been submitted to the Schemes in a Foreign Currency, based on

- i) the Currency selected by the Cardholder for displayed pricing;
- ii) utilises a Dynamic Price; and
- iii) is not a DCC Transaction or a Multicurrency Pricing Transaction.

Dynamic Pricing Service means the service performed to authorise, process, and settle a Dynamic Pricing Transaction.

Electronic Link means any computer system, server or network used by you to communicate with Clover or with Cardholders.

Foreign Card means a Card which is denominated in a Foreign Currency.

Foreign Currency means a currency other than Local Currency.

Foreign Currency Price means the Foreign Currency equivalent of the Local Currency Price, which we calculate using the Transaction Rate.

Foreign Currency Transaction means a Transaction between you and a Cardholder who uses a Foreign Card as a payment method with you to complete the Transaction.

Foreign Exchange Services means the exchange of one fiat currency into another fiat currency.

Global Currency Solutions Services means the DCC Service, the Dynamic Pricing Service and the Multicurrency Pricing Service.

Independent Sales Organisation or ISO means a third party entity Clover may retain to refer new customer relationships.

Insolvency Event occurs, with respect to a party, if:

- i) that party passing a resolution, or a court making an order, that such party be wound up (except for the purposes of a bona fide, solvent reconstruction or amalgamation);
- ii) an order being made for the appointment of an examiner or administrator (or notice of any such actual or proposed appointment) in relation to that party or a receiver, examiner or manager being appointed over all or any part of that party's assets or undertaking;
- iii) that person being unable to pay its debts as they fall due;
- iv) an encumbrancer taking possession of, or execution, sequestration or other process being levied or enforced upon, any part of the undertaking, assets, rights or revenues of that party;
- v) there being proposed, in respect of that party, any voluntary arrangement with creditors under applicable law or any compromise, or arrangement with creditors under applicable law; or
- vi) any circumstances occurring that are the equivalent of (i) to (v) above under the legislation and related case law and practice applicable to that party (where (i) to (v) above do not apply for any reason to that party).

Intellectual Property Rights means all present and future intellectual property rights, including patents, utility models, trade and service marks, trade or business names, domain names, rights in design, copyrights, moral rights, topography rights, database rights, trade secrets and rights of confidence in all cases whether or not registered or registrable in any country for the full term of such rights, rights to apply for the same and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world.

Interchange fees means the percentage of the value of a transaction or other amount charged by or payable to Card Issuers as interchange fees for a Transaction processed on your behalf under your Merchant Acquiring Agreement, as determined in accordance with the Rules.

Internet Transactions means an eCommerce Transaction made over the internet.

Local Currency means the default fiat currency assigned to your merchant identification number with the applicable Schemes.

Local Currency Price means the original price (in Local Currency) of the good or service that is the subject of the Transaction between you and a Cardholder, prior to a Transaction Currency Conversion.

Local Currency Transaction means a Transaction between you and a Cardholder in the Local Currency that is submitted to us for processing in the Local Currency.

Local Currency Turnover means the total Local Currency equivalent of all DCC Transactions or Dynamic Pricing Transactions you process in each calendar month.

Merchant means any supplier of goods or services that is authorised by a Card Acquirer (in your case, Clover) to accept Cards.

Merchant Acquiring Services means the merchant acquiring and software related services (to include Global Currency Solutions Services and TransArmor Services) which you elect to receive from us from time to time.

Merchant Portal means the Clover platform which allows you to track Transaction information, funding and Charges applicable to you.

Multicurrency Pricing Price means the price you display in the Foreign Currency that is either selected by the Cardholder or selected automatically based on the country of the Cardholder's IP address (geo-IP detection or other method). The final displayed price is set by you and does not utilise a Transaction Rate.

Multicurrency Pricing Service (MCP) means the service performed to authorise, process, and settle a Multicurrency Pricing Transaction.

Multicurrency Pricing Transaction means a Foreign Currency Transaction that has been submitted to the Schemes in a Foreign Currency, based on

- i) the Currency selected by the Cardholder for displayed pricing;
- ii) utilises a Multicurrency Pricing Price; and
- iii) is not a DCC Transaction or a Dynamic Pricing Transaction as provided herein.

Merchant Acquiring T&Cs means these terms and conditions.

Operating Guide means the Operating Guide issued and varied by Clover from time to time setting out those detailed rules, procedures and operating instructions you must follow in connection with accepting and processing Transactions and your other obligations under your Merchant Acquiring Agreement.

Payment Card Industry Data Security Standards (PCI DSS) means the standards and any changes which may occur to those standards laid down by the Schemes and published by the Payment Card Industry Data Security Standards Council or its successors, to minimise the potential for Card and Customer Data to be compromised and used fraudulently.

Payment Regulations means the United Kingdom Payment Services Regulations 2017.

PCI DSS means our Payment Card Industry Data Security Standard Compliance Program.

PCI DSS Compliance Program means our Payment Card Industry Data Security Standard Compliance Program or such other compliance program devised to test PCI DSS Compliance as we may notify you from time to time.

PIN means a personal identification number issued by a Card Issuer to a Cardholder for use with a PIN Entry Device.

PIN Entry Device means the Device present at the Point-of-Sale in which a Cardholder can enter their PIN as part of a Card Present Transaction.

Point-of-Sale means the physical location at which you accept Transactions and, in the case of Card Not Present Transactions through a Website, where you have your fixed place of establishment.

Pre-Authorised Transactions means those Transactions for which a Merchant has sought Authorisation prior to the debiting of the Cardholder Account.

Privacy Notice means a notice explaining how personal data is processed and explaining the rights of the person whose personal data is processed under the Data Protection Laws.

Processing Day means the day on which a Transaction is processed following acceptance through a Device.

Purchase with Cashback means a Transaction in which a Cardholder receives cash as well as goods or services.

Qualifying means a transaction undertaken within the terms of your Merchant Acquiring Agreement with Clover in accordance with the Rules, as detailed in the Operating Guide.

Rate ID means the unique identifier accompanying a Transaction that entails a Transaction Currency Conversion that identifies the Transaction Rate associated with that Transaction.

Merchant Acquiring Terms and Conditions

Edition November 2024

Recurring Transactions means those Transactions for which the Cardholder authorises you to debit their account on a periodical, recurring basis.

Refund means the reimbursement to a Cardholder of an earlier Transaction between that Cardholder and you.

Refund Charge means the fee charged for each refund transaction processed.

Refund Receipt means a receipt in respect of Refunds in the form we approve.

Reserve means an account under our sole control where funds due to you are credited until we agree to release the funds to you.

Rules means the rules and operating instructions issued by the Schemes.

Sales Receipt means a receipt in respect of a Transaction in a form we approve.

Scheme means Visa International, Mastercard International, American Express and any other Scheme we approve from time to time.

Settlement means the payment of amounts to be paid by us to you, or by you to us, under your Merchant Acquiring Agreement.

Settlement Rate means the exchange rate which is used to convert the Foreign Currency utilised for a Multicurrency Pricing Transaction into the Local Currency.

Statement means the monthly statement we issue to you, or which we agree you may view electronically, in respect of the Merchant Acquiring Services used by you in the preceding month.

Total Value means the total value (in pounds sterling) of any goods or services purchased using a Card (including any part of the value of the purchase paid for by another Card or other method of payment). For example, a Cardholder may purchase goods for £100 but pay for it using £50 in cash and £50 on their credit card. The "Total Value" in that example is £100.

Transaction means any payment made by a Card, Card Number or any other manner which is authorised by the Cardholder.

Transaction Currency Conversion means the process in respect of a Transaction entailing the use of either the DCC Service or the Dynamic Pricing Service that converts the Local Currency Price into a Foreign Currency Price by applying the Transaction Rate.

Transaction Data means data relating to a Transaction including Card Sales Data and Card Refund Data, whether digital or in paper form.

Transaction Fees means the charge made by Clover to you for the processing of Transactions under your Agreement. The Transaction Fees are a blended rate made up of Interchange fees (paid to the Card Issuer on Visa and Mastercard Transactions), Assessment fees (paid to the Card Schemes) and Clover's processing fee.

Transaction Rate means the Wholesale Rate plus the agreed Currency Conversion Margin that we provide to you periodically, which is used to convert the Local Currency Price into a Foreign Currency Price.

TransArmor P2PE Service means the service described in the TransArmor P2P Services section of these Merchant Acquiring T&Cs.

United Kingdom means the United Kingdom of Great Britain and Northern Ireland, but excludes for the avoidance of doubt, the Isle of Man and the Channel Islands.

User means an individual authorised by you to use the Merchant Acquiring Services; and such term may include your customers, employees and other staff, consultants, contractors and agents.

Website means any internet website owned or operated by you or your agents or otherwise used by you or your agents to process Transactions.

Wholesale Rate means the market wholesale exchange rate which is then used by the DCC Service and Dynamic Pricing Service to derive the Transaction Rate.

you or **your** means the Merchant who has entered into your Merchant Acquiring Agreement and if you are jointly and severally liable with other persons under this Merchant Acquiring Agreement then each such person.

The terms "controller", "processor", "personal data", "process" and "processing" have the meaning given to those terms in the Data Protection Laws.

Merchant Acquiring Terms and Conditions

Edition November 2024

SECTION D (FEES AND CHARGES)

Our fees and Charges will comprise of:

- the Transaction Fees and any other acquiring fees specified in your Application Form;
- the amount of any Chargebacks and Refunds;
- the amount of any overpayments made by us in respect of Transactions;
- the amount of any payments made by us in respect of invalid Transactions;
- the amount of any fees, fines, penalties and/or other charges payable by us to a Scheme or any other person as a result of any failure by you to comply with the PCI DSS, Rules, applicable law or your Merchant Acquiring Agreement; and
- any other sums due and payable by you under your Merchant Acquiring Agreement.

Depending on the type of activity that takes place on your Clover Account, you may be charged the following additional fees and charges from time to time:

Fee Name	Description	Amount
Administrative fee for operational guidance	A fee charged where we need to remind you of, or provide guidance to you on your responsibilities under your Merchant Acquiring Agreement.	£40 per mailing
Annual Participation Fee	The yearly fee applied should you become registered with the Schemes.	£1,450 (£500 for Mastercard and £950 for Visa)
Collections fee	A fee charged where we enter into a repayment plan with you for repayment of outstanding amounts that you owe to us.	£40 per instance
Excessive Chargeback fee	A fee charged in respect of each Chargeback which occurs after the Total Value of Chargebacks in any month exceeds 1% of the Total Value of your Transactions for that month.	£25 per chargeback
Management fee	We may charge you a fee where we have to take steps to manage your account to include daily monitoring resulting from fraudulent Transactions; failure by you to follow the Operating Guide; implementing a Chargeback reduction plan; managing any repayment program with you; collecting outstanding amounts owed by you; carrying out a review following a change of your trading terms or operating procedures; and managing or enforcing any security we hold in respect of your liabilities or in recovery of amounts due.	£50 per hour
Monthly Statement fee	means the fee charged monthly for the production and distribution of paper statements.	£25
Multicurrency Pricing Service Fee	A fee charged for processing a Multicurrency Pricing Transaction.	1% of the Local Currency
Non-payment of a direct debit	A fee charged in respect of each direct debit request from us to your bank that is rejected.	£30 per instance
Notification of unauthorised account activity	A fee for each warning to you of irregular or improper usage of your Clover Account or notices to you of a breach or potential breach of your Merchant Acquiring Agreement.	£35 per instance
PCI DSS Management fee	the fee charged monthly per outlet, for the monitoring and reporting of PCI DSS Compliance status.	£4.99
PCI DSS Non-Compliance	A fee charged if you remain noncompliant with PCI DSS.	£35 per month
Rejected direct debit	A fee charged for any direct debit Clover attempts to make against the Bank Account that is for any reason rejected, but in no event more than the maximum amount permitted by applicable law.	£10