

Merchant Acquiring Terms and Conditions

Edition April 2026

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>

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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:

- 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
- 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:

- 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
- 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:

- is fraudulent or involves any other illegal activity;
- was not in the ordinary course of your business as stated in your Application Form; or
- 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:

- we reasonably suspect that your financial position has deteriorated;
- the number and/or size of Transactions becomes in our opinion excessively high for a business of your type and size;
- 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;
- any of your customer due diligence or verification documentation is out of date or inaccurate; or
- 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

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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

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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.

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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

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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

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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 three (3) 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.

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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.

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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.

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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.

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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 <small>(Details regarding each processing purpose listed below are provided in the paragraph above this table)</small>	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	Processing is necessary to comply with our legal obligations
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.	

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

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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.

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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.

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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.

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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.

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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

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This document sets out the terms and conditions that apply to your Clover Software and Device Services Agreement ("Clover Agreement"). Your Clover 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 Clover Agreement with us is made up of the following documents:

- The Clover Software and Device Services specific sections of your Application Form, together with any supplementary application forms you may enter into with us from time-to-time;
- These Clover Terms of Service;
- The Clover Ops Guide <https://www.eu.clover.com/en-gb/help>;
- The Clover App Market Terms <https://www.eu.clover.com/app-market-terms>; and
- Any guides or other manuals provided to you from time to time.

These Clover Terms of Service are broken down into the following sections:

- Section A (Clover Software and Device Services)
- Section B (Privacy and Data Protection)
- Section C (Interpretation and Definitions)

Words and phrases used in these Clover Terms of Service have the meaning set out in Section C, unless otherwise specified. You can request a copy of your Clover Agreement at any time during the term of the Clover Agreement.

You acknowledge that Clover's Privacy Notice is available at <https://www.eu.clover.com/privacy-policy>

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Section A (Clover Software and Device Services)

SECTION 1 (CLOVER SERVICES)

1.1 We will provide the Clover Services to you in accordance with your Clover Agreement and applicable law. You acknowledge that the Clover Services do not include Merchant Acquiring Services.

SECTION 2 (USE OF THE CLOVER SERVICES)

2.1 You may access the Clover Software Services via a Device using a wired (Ethernet) or wireless (Wi-Fi or cellular) connection to the Internet. Certain components of the Clover Software Services may also be accessed via Third Party Applications and Clover Applications delivered via the App Market.

2.2 Use of the Clover Services is at the risk of the Merchant. To the maximum extent permitted by applicable law, the Clover Services are provided "as is". Except as set out in the Clover Agreement, Clover makes no representations or warranties of any kind (express or implied) with regard to the Clover Services, including warranties of accuracy, merchantability, fitness for a particular purpose or non-infringement, or that the Clover Services will function uninterrupted or error-free, or that the Clover Services are secure, free of viruses or other harmful components or that any defects or errors will be corrected.

2.3 Clover may perform maintenance on the Clover Software 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.

2.4 You acknowledge and agree that the form and nature of the Clover Software Services may change from time to time without prior notice to you provided that the Clover Software Services (including the processing of Third Party Personal Data by Clover) remain in compliance with Section B (Privacy and Data Protection). As part of Clover's efforts at continuing innovation, you acknowledge and agree that Clover may at its sole discretion, and without prior notice to you, stop (permanently or temporarily) providing the Clover Software Services (or any features within the Clover Software Services) to you and your Users, and Clover shall assume no liability to you, your Users or any other third party for such permanent or temporary cessation of the Clover Software Services.

2.5 If you are permitted to conduct point of sale activities under your Merchant Acquiring Agreement when the Clover Software Services are offline, the transactions will be queued and submitted for authorisation when Internet connectivity to the Clover Software Services is restored. The Merchant assumes all risk, responsibility and liability associated with any such transactions.

2.6 The Clover Software Services may automatically download and install updates from time to time, which are designed to improve, enhance and further develop the Clover Software Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. The Merchant agrees to receive such updates (and to permit Clover, or any third party on Clover's behalf, to deliver these to the Merchant) as part of the Merchant's use of the Clover Services. Clover will install critical and non-critical software updates automatically on Devices unless the Merchant indicates at the time of an attempted non-critical software installation that it wishes to delay such non-critical software update. If the Merchant delays such update, Clover will re-attempt an update installation automatically at a later time.

SECTION 3 (YOUR RESPONSIBILITIES)

3.1 The Merchant shall only use the Clover Services and Devices for commercial purposes and will not use the Clover Services and Devices for any household or personal purposes.

3.2 The Merchant is responsible for:

- a) using and accessing the Clover Services in accordance with the Clover Agreement and applicable law;
- b) the compliance by the Users with the obligations of the Merchant under the Clover Agreement; and
- c) ensuring that there are all necessary power and Internet connections and all communications infrastructure on its premises for the proper working of the Devices.

3.3 If the Merchant becomes aware of any breach of the Clover Agreement by a User, the Merchant shall immediately terminate such User's access to the Clover Services.

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

- a) access or attempt to access the Clover Services and/or the Devices (or any part) or any related systems or networks that are not intended or made available for public use, or access and/or engage in any use of the Clover Services and/or the Devices for fraudulent or illegal purposes;
- b) decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct or discover by any means any source code, underlying ideas or algorithms in connection with any aspect of the Clover Services and/or the Devices (or any part), except to the extent permitted by applicable law;
- c) probe, scan or test the vulnerability of the Clover Software Services and/or the Devices or any related systems or networks, or breach the security or authentication measure of the Clover Software Services and/or the Devices or any network or systems connected to the Clover Software Services and/or the Devices;
- d) circumvent, disable or defeat any of the security features or components (such as digital rights management software or encryption) that protect the Clover Software Services and/or the Devices;
- e) directly or indirectly copy the Clover Software Services (or any part) except for backup and archival purposes, or modify, translate, or alter in any manner, the Clover Software Services (or any part), or create derivative works based on the Clover Software Services (or any part);
- f) create Internet 'links' to the Clover Software Services or 'frame' or 'mirror' any part of the Clover Software Services, other than on your own intranets or otherwise for its own internal business purposes;
- g) republish, upload, post, transmit, disclose, or distribute (in any format) the Clover Software Services (or any part) except as permitted in this Clover Agreement;
- h) access or use (in any format) the Clover Software Services (or any part) 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, whether by operation of applicable law or otherwise;
- j) remove, relocate, or otherwise alter any proprietary rights notices from the Clover Software Services or the Devices (or any part);
- k) perform or attempt to perform any actions that would interfere with the proper working of the Clover Software Services and/or the Devices, prevent access to or use of the Clover Software 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 or a product or services using similar ideas, features, functions or graphics of the Clover Software Services and/or the Devices; or copy any ideas, features, functions or

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- graphics of the Clover Software Services and/or the Devices;
- m) upload to, transmit through or otherwise post or share through the Clover Software Services any content which is:
- a) deemed harassing, threatening, indecent, obscene, pornographic, libellous, defamatory or otherwise objectionable, unlawful or tortious, harmful to children, or which violates third party privacy rights; or
 - b) an infringement of the Intellectual Property Rights of a third party; or send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs, or send spam or otherwise duplicative or unsolicited messages in violation of any applicable law.

SECTION 4 (DEVICES AND PERIPHERALS)

4.1 Devices will either be

- a) loaned to you free of charge for the duration of your Clover Agreement or
- b) purchased by you outright so that you can receive the Clover Services. Peripherals can be purchased by you outright by contacting your Clover sales representative.

4.2 Devices will be delivered to you at the UK address provided by you in your Application Form during the hours of 8am-6pm Monday-Friday. No delivery of Devices will take place outside of the UK. Once you receive delivery of the Device from us, you must install the Device in accordance with the instructions provided to you by Clover.

4.3 For every Device that you receive from Clover as part of the Clover Agreement, we will provide you with the Clover Services.

4.4 From the time we deliver Devices to you until the date that your Clover Agreement ends, you agree to take care of the Devices. Taking care of the Devices means that you will:

- a) use the Devices to receive the Clover Services only;
- b) subject to fair wear and tear, maintain the Devices in a good condition;
- c) keep the Devices at the location of your business only;
- d) not use the Devices for any unlawful purpose;
- e) unless requested by us, make no alterations, changes or updates to the Devices;
- f) not permit any third party to use the Devices;
- g) not create any security interest whatsoever in the Devices;
- h) not dispose of, transfer or sell the Devices to any third party; and
- i) notify us immediately if any Devices are lost or stolen.

SECTION 5 (LOANED DEVICES)

5.1 This section applies if you have received a Loaned Device from Clover. Loaned Devices are provided to you at no cost so that you can receive the Clover Services.

5.2 Loaned Devices will at all times remain our property and, with the exception of your right to use the Loaned Device in accordance with this Clover Agreement, you will not have any right, title or interest in any Loaned Devices. On cancellation or termination of your Clover Agreement, you will, within a period of 14 days, return all Loaned Devices to us in accordance with the return instructions provided to you.

5.3 If you fail to return all Loaned Devices in accordance with the instructions we provide you, we reserve the right to:

- a) continue charging you for your Clover Services until all Loaned Devices are returned to us; and/or

- b) charge you an amount equivalent to the value of the Loaned Device on the date that you were supposed to return the Loaned Device to us.

5.4 If you return a Loaned Device which is damaged and/or not in a good state of repair and working order, you agree to pay any reasonable costs we incur to either replace the Loaned Device or to restore it to a suitable working condition.

SECTION 6 (REPLACEMENT DEVICES)

6.1 Except as provided in 6.2 below, Clover will repair or replace Devices at no cost to you in circumstances where

- a) there is a manufacturing or design fault; or
- b) a Device is no longer operable due to normal wear and tear.

6.2 We will not repair or replace Devices where Clover determines, in its absolute discretion that:

- a) the fault or damage is caused intentionally, recklessly or accidentally by you;
- b) you have altered, changed or updated the Devices contrary to your Clover Agreement; and/or
- c) the Device has been lost or stolen. You will be obliged to pay the costs of repairs or replacement of Devices if we determine that any of these events have occurred.

SECTION 7 (PRICING AND PAYMENT ARRANGEMENTS)

7.1 This section does not apply to payments for Third Party Applications, which are governed by the Clover App Market Terms.

7.2 Unless we approve you to make payments to us by direct debit, you agree that all amounts owing by you under your Clover Agreement will be deducted from amounts due to you in Settlement of Transactions under your Merchant Acquiring Agreement on the 10th business day of each month.

7.3 If we approve you to make payments to us by direct debit, you will make the payments in advance in the amounts and on the dates or with the frequency set out in the Application Form. All such amounts shall be paid in the currency specified in the Application Form unless agreed otherwise in writing by Clover.

7.4 Your monthly payments for Clover Services will be fixed during the Minimum Period but may otherwise be subject to change by Clover at any time following thirty (30) days' notice.

7.5 All sums payable under the Clover Agreement are exclusive of value added tax and any other taxes, charges or duties to which the supply of goods or services may be subject or give rise. VAT at the relevant rate will be added to the sums payable if applicable.

7.6 If any payment is not made by you in full when due, you will pay to Clover a late fee of £5 + VAT, as applicable, for each month during which it remains unpaid but in no event more than the maximum permitted by applicable law. If you are approved to make payments by direct debit to us, you will also pay Clover a fee of £10 + VAT, as applicable, for any 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.

7.7 If you are approved to pay us by direct debit and your Bank Account is placed into collections for past due payment amounts, you agree that Clover may recover a collection expense fee of £190 + VAT, as applicable, or for each aggregate payment requiring a collection effort, but in no event more than the maximum amount permitted by applicable law.

7.8 You may not withhold payment of any sum by reason of any set-off of

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any claim or dispute with Clover or any of its affiliates whether relating to the quality or performance of the Clover Services or otherwise.

SECTION 8 (REGISTERED ACCOUNT)

8.1 You are solely responsible for ensuring that all information regarding your business as set out in the Registered Account is true, accurate, current and complete, and for maintaining and updating this information to keep it true, accurate, current and complete. If at any time any such information is not true, accurate, current and complete, Clover may suspend the Registered Account and terminate any and all current or future use of the Clover Services. As between Clover and you, you are solely responsible for any activities under a Registered Account or any other party's access and/or use of the Clover Services with your unique username, password or other appropriate security code, including, without limitation, Applications authorized to access your Registered Account.

8.2 You are solely responsible for ensuring that all details regarding access to the Registered Account and any other security or access information to use or access the Clover Services are kept safe and confidential.

8.3 You shall prevent unauthorised access to and use of the Registered Account and the Clover Services or any other security breach. You must immediately notify Clover of any such unauthorised access or use. Refunds will not be provided if an unauthorised person has used the Registered Account, except where such use arises due to the negligence or wilful misconduct of Clover.

SECTION 9 (THIRD PARTY WEBSITES)

9.1 The Clover Software Services may include a web browser via which you may access other websites provided by third parties. Clover has no control over the contents of those websites. Clover does not warrant, endorse, guarantee, or assume responsibility for any such websites, their contents or their privacy practices. Clover shall not be responsible for, and expressly disclaims any and all liability related to, any loss or damages caused by use or reliance on any content, features, goods or services made available through such websites. Clover will not be a party to or in any way monitor any transaction entered into by the Merchant in connection with other websites provided by third parties.

SECTION 10 (LICENCE)

10.1 Clover grants to the Merchant and its Users a personal, non-exclusive, non-transferable, revocable licence for the term of the Clover Agreement to access and use the Clover Services to manage the Merchant's establishment and to conduct associated point of sale activities for its internal business use only in accordance with the Clover Agreement, without the right to sub-licence or assign in any way.

10.2 All Intellectual Property Rights in or related to the Clover Services are and remain the sole and exclusive property of Clover and its affiliates, and all right, title and interest associated with the Clover Services not expressly granted by Clover in clause 10.1 are withheld.

10.3 The Merchant may choose or Clover may invite the Merchant to submit comments or ideas about the Clover Services, including about how to improve the Clover Services ("Ideas"). By submitting any Idea, the Merchant agrees that:

- a) Clover expressly disclaims any confidentiality obligations or use restrictions, express or implied, with respect to any Idea,
- b) the Merchant's submission will be non-confidential, and
- c) Clover is free to use and disclose any Idea on an unrestricted basis without notifying or compensating the Merchant. The Merchant releases Clover from all liability and obligations that may arise from Clover's receipt, review, use or disclosure of any portion of any Idea.

SECTION 11 (LIMITATION OF LIABILITY)

11.1 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 Monthly Clover Software Services Fees received by us from you in the immediately preceding twelve (12) months.

11.2 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.

11.3 Nothing in your Clover 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.

11.4 Except as expressly stated in the Clover Agreement, all warranties and conditions, whether expressed or implied by statute, common law or otherwise, are hereby excluded to the fullest extent permitted by applicable law.

SECTION 12 (CONFIDENTIALITY)

12.1 Each party shall treat as confidential any Confidential Information of the other party and not disclose it to any other person without consent unless this Clover 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 13 (DURATION OF THE AGREEMENT AND TERMINATION)

13.1 You may terminate your Clover Agreement at any time by giving one (1) month written notice to Clover. Should you terminate your Clover Agreement during the Minimum Period, you will be required to pay a Software Termination Fee in an amount equivalent to the aggregate of the Monthly Clover Software Services Fees due by you up the end of your Minimum Period. For example, if you choose to terminate your Clover Agreement after 12 months, you will be required to pay a Termination Fee equaling six (6) months of your Monthly Clover Software Services Fees.

13.2 We may also immediately terminate or suspend all or part of your Clover Services if:

- a) Clover determines that the use by the Merchant or any User of the Clover Services
 - i) poses a material security risk to Clover or any third party;
 - ii) may have a material adverse impact on the Clover Services or the systems or data of any other merchant; or
 - iii) may subject Clover, its affiliates, or any third party to material liability;
- b) Clover has reasonable grounds to suspect that the Merchant and/or any of the Users is using the Clover Services for fraudulent, illegal or unauthorised purposes;
- c) the Merchant commits a material breach of any term of the Clover Agreement and such breach is not capable of remedy or, if capable of remedy, is not remedied within a period of thirty (30) days of being notified in writing to do so; or
- d) an Insolvency Event of the Merchant occurs, or the Merchant ceases or threatens to cease to carry on the whole or any material part of its business.

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SECTION 14 (EFFECTS OF TERMINATION)

14.1 Termination of your Clover Agreement will not affect rights or obligations already incurred and in particular, the sections of this Clover Agreement which reference Confidentiality, Data Protection, Devices and Limitation of Liability will remain in full force and effect.

14.2 On cancellation or termination of your Clover Agreement, you will:

- a) return all Loaned Devices to us;
- b) pay us all amounts owed under this Clover Agreement, including any Software Termination Fees, if applicable; and
- 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 Clover Services by us or our agents to you as a Merchant.

SECTION 15 (CHANGES TO THE CLOVER TERMS OF SERVICE)

15.1 Clover reserves the right to make changes to these Clover Terms of Service at any time by publishing a revised version of these Clover Terms of Service on the Website. The revised version of the Clover Terms of Service will take effect from the time at which it is first published. The Merchant will be subject to the Clover Terms of Service in force at the time that the Merchant uses the Clover Services. The Merchant's continued use of the Clover Services indicates its acceptance of such updates and changes. The Merchant is advised to check the Clover Terms of Service from time to time for any updates or changes that may affect the Merchant. Clover last modified these Terms of Service on the date stated at the beginning of these Terms of Service.

SECTION 16 (ELECTRONIC COMMUNICATIONS)

16.1 The Merchant agrees that Clover may provide notices and other information regarding the Clover Services to the Merchant via the method(s) described in the relevant clause of these Terms of Service or in the manner set out below:

- a) Clover may provide disclosures required by applicable law and other information about the Merchant's legal rights and duties to the Merchant electronically;
- b) where required or requested, the Merchant's electronic signature (via "click-through" or other method) on agreements and documents relating to the Clover Services has the same effect as if the Merchant signed them in ink;
- c) Clover may send all communications, billing statements, amendments to the Clover Services, notices, and other disclosures or information regarding the Clover Services (collectively defined as "Disclosures") to the Merchant electronically
 - i) via e-mail,
 - ii) by access to a web site that Clover designates in an e-mail notice which it sends to the Merchant at the time the information is available, or
 - iii) to the extent permissible by applicable law, by access to a website that Clover will generally designate in advance for such purpose;
- d) if the Merchant wants a paper copy, the Merchant can print a copy of the Disclosure or download the information for its records; and
- e) this consent applies to all future Disclosures sent to the Merchant in connection with the Clover Services or the Clover Agreement.

16.2 By consenting, the Merchant agrees that electronic Disclosures have the same meaning and effect as if Clover provided paper Disclosures to the Merchant. When Clover sends the Merchant an email or other electronic notification alerting the Merchant that the Disclosure is available electronically and makes it available online that shall have the same

meaning and effect as if Clover provided a paper Disclosure to the Merchant, whether or not the Merchant chooses to view or print or download the Disclosure.

SECTION 17 (RIGHTS OF THIRD PARTIES)

17.1 Your Clover 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.

SECTION 18 (ENTIRE AGREEMENT)

18.1 Your Clover 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 Clover 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 Clover Agreement or any accrued rights, liabilities and obligations which have arisen under any previous merchant agreements between you and us which will continue.

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

SECTION 19 (WAIVER AND ENFORCEABILITY)

19.1 No failure to exercise or delay by us in exercising any right, power or remedy provided by law or under your Clover Agreement will impair the same or be construed as a waiver or release of that right. If any provision of your Clover 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 Clover Agreement, but without invalidating any of the remaining provisions of your Clover Agreement.

SECTION 20 (ASSIGNMENT)

20.1 We may assign (whether in whole or in part), novate, transfer, dispose of, charge or deal in any other manner with, your Clover Agreement and any interest or rights that we may have under your Clover 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 Clover Agreement nor any interest or rights or burdens under your Clover Agreement without our prior written consent.

SECTION 21 (SET-OFF)

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

SECTION 22 (JOINT AND SEVERAL LIABILITY)

22.1 If you comprise of more than one person, then your liability under your Clover 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 Clover Agreement or for all losses or damage arising from a breach or failure by

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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 23 (GOVERNING LAW)

23.1 This Clover Agreement and any dispute or claim arising out of or in connection with this Clover 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 Clover Agreement or its subject matter or formation (including non-contractual disputes or claims).

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SECTION B (PRIVACY AND DATA PROTECTION - CLOVER SERVICES)

1.1 Clover shall process Personal Data that it receives under the Clover Agreement in accordance with the Data Protection Laws. The Merchant shall process Merchant Personal Data and Third-Party Personal Data in accordance with the Data Protection Laws. Merchant shall not cause Clover to breach the Data Protection Laws, whether directly or indirectly, or by action or inaction.

1.2 The parties acknowledge that, in relation to Personal Data processed by Clover under the Clover Agreement, Clover may act as a controller or processor, depending on the processing activities it performs. We have appointed our affiliate, Marketplace Merchant Solutions Limited ("MMSL") to assist us in the provision of the Clover Software Services to you. MMSL may act as a controller, or as a sub-processor, depending on the processing activities it performs. References to "Clover", "we", or "us" in this Section B also refer to MMSL.

Clover processes Personal Data as a processor on behalf of the Merchant as stated in Section 1.3 below and when it carries out the following data processing activities:

Type of processing (nature & purpose of processing)	Processing operations (subject matter of processing)	Personal Data and data subjects
Merchant marketing and customer satisfaction surveys	<ul style="list-style-type: none"> Hosting data on behalf of the Merchant. Sending direct marketing to customers on behalf of the Merchant. Sending customer satisfaction surveys. Loyalty programme management including creation of personalized discounts on behalf of Merchants. Transferring data between the Device and the server to facilitate all of the above. Transferring data to Developers on the instruction of the Merchant where the Merchant uses a third-party app for services such as the above. 	<ul style="list-style-type: none"> Data subject category: Customers Personal Data category: Customer name, Email addresses, phone number, address (if provided), Order ID and unique customer ID, Purchase history (date & time, amount, type and method, item)
Accounts, record-keeping, reporting and associated functions	<ul style="list-style-type: none"> Hosting data and processing to support managing payments and refunds Record retention 	<ul style="list-style-type: none"> Data subject category: Customers Personal data category: Customer name, Email addresses, phone number, address (if provided), Order ID and unique customer ID, Purchase history (date & time, amount, type and method, item)

Type of processing (nature & purpose of processing)	Processing operations (subject matter of processing)	Personal Data and data subjects
Merchant staff management	<ul style="list-style-type: none"> Hosting data on behalf of merchant for staff management purposes Transferring data between the Device and the server to facilitate all of the above Transferring data to app developers on the instruction of the Merchant where the Merchant uses a Third Party App for services such as the above 	<ul style="list-style-type: none"> Data subject category: Merchant and Merchant's Staff Personal data category: Staff ID data, Staff shift data, Associated sales and tips data

Merchant instructs Clover to retain records in accordance with Clover's standard record retention schedule, as may be amended from time to time, and which is available upon request. In all other circumstances, Clover processes Personal Data as controller and determines the purposes and means of the processing of Personal Data. Where Clover and Merchant both act as controllers, the parties acknowledge and agree that both parties are independent controllers and do not act as joint controllers. Clover's Privacy Notice, which may be updated from time to time, is currently available at <https://www.eu.clover.com/privacy-policy>. The Merchant acknowledges that, as controller, it chooses to use the Clover Services and the Applications to process Third Party Personal Data and as such it is deciding the manner in which and the purposes for which the Third-Party Personal Data is processed.

1.3 If and when the Merchant subscribes to, installs or downloads an Application from the App Market that involves the transfer of any Third-Party Personal Data from Clover to a Developer, or from a Developer to Clover:

- a) The parties agree that for the purpose of transferring of Merchant's Third Party Personal Data between Clover and Developer, Merchant acts as the controller, Clover acts as the processor. The parties further acknowledge and agree that the Developer's role in processing Third Party Personal Data is determined by the App Agreement; and that Clover does not act as a processor on behalf of Developer.
- b) the Merchant hereby authorises and instructs Clover to process the Third Party Personal Data to facilitate the Merchant's ongoing use of the Application, including the disclosure of certain categories of Third Party Personal Data to the Developer and the receipt of Third Party Personal Data from the Developer, as may be required by the Application, until such time as Merchant instructs Clover otherwise. Merchant acknowledges and agrees that it is solely responsible for instructing a Developer to cease processing and/or destroy Third Party Personal Data;
- c) Merchant must ensure that the App Agreement complies with Data Protection Laws, including
 - i) where the Developer is determined by the App Agreement to act as a processor on behalf of Merchant, by meeting the requirements of GDPR article 28; and
 - ii) where performance of that App Agreement involves a Restricted Transfer (as defined below), by establishing and implementing a legal basis under articles 45-47 of the GDPR and the UK GDPR (as applicable) in respect of that Restricted Transfer (a "Data Transfer Solution"). For the purposes of this Section 1.3, "Restricted Transfer" means a transfer of Merchant Personal Data and/or Third Party

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Personal Data from Merchant to a Developer based outside the United Kingdom and/or European Economic Area via Clover, which would be prohibited by the Data Protection Laws without a Data Transfer Solution. The Merchant acknowledges and agrees that Clover is not, and the Merchant is solely, responsible for ensuring that any Restricted Transfer complies with Data Protection Law (including ensuring that adequate safeguards are in place in relation to such Restricted Transfer).

d) Standard Contractual Clauses.

- i) Subject to Section 1.3(d)(ii) below, if at any time, and in each case where, no Data Transfer Solution has been implemented and established in respect of any Restricted Transfer(s) under an App Agreement, Merchant agrees that Clover shall, subject to and pursuant to Clover's agreement with the relevant Developer, enter into the relevant Standard Contractual Clauses (having regard to the Developer's status as a Controller or Processor for the purposes of the App Agreement) with the relevant Developer (as 'data importer') on behalf of Merchant (as 'data exporter'), and Merchant hereby irrevocably appoints Clover as its agent for this limited purpose for the duration of the term of the relevant App Agreement. Subject to Section 1.3(d)(ii) below, any Standard Contractual Clauses entered into pursuant to the foregoing sentence of this Section 1.3(d)(i) shall be deemed to come into effect, and be incorporated into the relevant App Agreement, automatically upon the commencement of the relevant Restricted Transfer. A copy of the relevant Standard Contractual Clauses shall be made available through the link provided to the Merchant by the Developer in the relevant App Agreement or on request directly to the Developer.
- ii) If at any time an alternative Data Transfer Solution is established and implemented between Merchant and any relevant Developer in respect of any Restricted Transfers (e.g., the third country in which Developer is established becomes the subject of an adequacy decision of the European Commission):
 - A) the operation of Section 1.3(d)(i) above shall be suspended with respect to all Restricted Transfers to which that alternative Data Transfer Solution applies; and
 - B) such alternative Data Transfer Solution shall supersede Section 1.3(d)(i) (including any Standard Contractual Clauses entered into pursuant to that Section) with respect to such Restricted Transfers.

1.4 The Merchant shall maintain and make available to Customers and employees and other staff and Users in each case whether actual, prospective or past, and all other relevant third parties, and any other data subject whose Personal Data it may ask Clover to process in accordance with the Clover Agreement, a Privacy Policy applicable to Merchant's use of the Clover Services, Devices, and/or Applications in accordance with Data Protection Laws. The Privacy Policy must include disclosures that Clover and MMSL may act as controllers, and such notices must include details of the categories of Third Party Personal Data processed, the purposes for which the processing takes place and any possible disclosures of the Third Party Personal Data to other third parties, in each case as is more particularly referred to in the Clover Agreement.

1.5 To the extent that Clover processes Third Party Personal Data as a processor on behalf of the Merchant pursuant to the Clover Agreement, Clover shall, solely with respect to the Third Party Personal Data processed in the capacity of a processor:

- a) only process Third Party Personal Data to the extent necessary to comply with its obligations or to receive the benefit of its rights, in each case under the Clover Agreement, or as may be required for compliance with the applicable law;

- b) only process Third Party Personal Data in accordance with the Clover Agreement and with the written instructions of the Merchant as such instructions are
 - i) set out in these Clover Terms of Service; or
 - ii) agreed in writing between the parties;
- c) ensure that Clover staff authorised to process the Third Party Personal Data will be subject to appropriate obligations of confidentiality;
- d) take all measures required by Article 32 (Security of Processing) of the GDPR;
- e) taking into account the nature of the processing, assist Merchant by appropriate technical and organizational measures, insofar as this is possible, to respond to requests for exercising of data subject rights set out in Chapter III of the GDPR and the UK GDPR (Rights of the data subject). Clover will be entitled to refuse or limit its assistance with a request where, in Clover's reasonable opinion:
 - i) the right the data subject is seeking to exercise does not exist;
 - ii) there is an exemption applicable to the exercise of that right; or
 - iii) Merchant is in the position to fulfil the request without Clover's assistance;
- f) if requested, provide reasonable assistance to Merchant to comply with its obligations pursuant to Articles 32 to 36 of the GDPR and UK GDPR, taking into account the nature of processing and the information available to Clover;
- g) following termination of these Clover Terms of Service, delete all Third Party Personal Data and/or transfer all Third Party Personal Data to Merchant as agreed between the parties, unless the laws applicable to Clover require storage of the Third Party Personal Data;
- h) where requested, provide reasonable information to Merchant, solely to the extent required to demonstrate compliance with Clover's obligations under this Section B, and permit Merchant, or a third-party auditor acting under Merchant's direction, to conduct audits, including inspections, subject to the audit terms notified to Merchant by Clover provided that they are consistent with the GDPR and the UK GDPR;
- i) notify Merchant if, in Clover's opinion, an instruction received from Merchant is in violation of Data Protection Laws and may refuse to perform such instruction;
- j) notify the Merchant about any significant unlawful disclosure of Third Party Personal Data;
- k) be entitled to utilize sub-processors for performing the Clover Services including but not limited to MMSL, provided that such sub-processors shall process the Third Party Personal Data in compliance with the Clover Agreement;
- l) inform the Merchant of any intended additional or replacement sub-processor by:
 - i) in respect of affiliates, publishing such changes at <https://www.firstdata.com/privacy>; or
 - ii) in respect of sub-processors which are not affiliates, providing prior notice to the Merchant; and
- m) enter into a written agreement with all sub-processors containing obligations which are equivalent to those applicable to Clover in this section B. Clover will remain liable to Merchant for the performance of any sub-processor's obligations.

1.6 To the extent that Clover processes Third Party Personal Data as a processor on behalf of the Merchant, the Merchant warrants and undertakes that at all times that:

- a) the Merchant is and shall be lawfully permitted to process, and to instruct Clover to process, Third Party Personal Data in accordance with the Clover Agreement; and

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- b) where required by Data Protection Laws, it will provide notices to and obtain valid consents from its Customers and employees and other staff and Users in each case whether actual, prospective or past, and all other relevant third parties, and any other Data Subject whose Personal Data it may ask Clover to process in accordance with the Clover Agreement, and that it has appropriate policies and procedures in place for giving such notices and obtaining such consents.

1.7 Insofar as Clover is a processor in respect of Third Party Personal Data, Merchant instructs Clover to transfer such Third Party Personal Data to a BCR Member, which may be located in a third country, where such transfer relates to the provision of the Clover Services and is permitted by the Processor BCRs. To the extent Clover transfers the Third Party Personal Data to a third country in accordance with this clause, Clover will (and will procure that each BCR Member will) perform its obligations under the Processor BCRs. The Merchant will, prior to the transfer of the Third Party Personal Data to Clover, inform the relevant data subjects:

- a) that the Third Party Personal Data may be processed by processors based outside the United Kingdom and European Union;
- b) to the extent that the Third Party Personal Data includes any special categories of personal data (as described in article 9 of the GDPR and UK GDPR), that the Third Party Personal Data could be transmitted to a third country not providing adequate protection; and of the existence of the Processor BCRs and will make available to the data subjects upon request a copy of the Processor BCRs, as well as a copy of the relevant sections of these Clover Terms of Service relating to data protection.

1.8 Clover and MMSL may process Third Party Personal Data to create aggregated, anonymized, or de-identified information. Any aggregated, anonymized, or de-identified information shared in this context will not contain Merchant Personal Data or Third Party Personal Data. Clover may use and disclose to third parties such aggregated, anonymized or de-identified information, including for purposes of industry analysis and demographic profiling.

1.9 Merchant may not use the Clover Services to process personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership; or genetic data, biometric data, data concerning health, or data concerning a natural person's sex life or sexual orientation, unless you have received prior written consent to do so from Clover.

1.10 Merchant agrees to provide reasonable assistance to help us and MMSL comply with our privacy or data protection legal obligations, or defend against any claims or investigations, in either case, in any way arising from or related to the Clover Agreement. Merchant acknowledges and agrees that Merchant is solely responsible for all privacy and information security obligations and liabilities relating to any data that Merchant downloads, exports, or otherwise transfers from the Clover Services to Merchant's own information environment. Merchant agrees to promptly notify Clover of any opt-outs and legally valid data subject rights requests relating to data with Clover's possession, custody, or control.

1.11 Merchant acknowledges and agrees that Clover and MMSL may process, transfer and use Merchant Personal Data for purposes of performance of the Clover Agreement, the Clover Services, and for analytics and optimization of Clover's Services, generally.

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SECTION C (INTERPRETATION AND DEFINITIONS)

Interpretation

When reading and interpreting your Clover 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 Clover Terms of Service and any other documents that we provide to you, the provisions in these Clover Terms of Service will prevail;
- f) where our approval, consent or authority is required, we may exercise that approval or consent right subject to any applicable law; 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 Clover Services.

Definitions

Activated means the date that Clover ships your Device to you.

App Agreement means for any Application which is subscribed to, installed or downloaded by the Merchant from the App Market, the contract which is created between the Merchant and the Developer regarding the Merchant's use of that Application.

Application means any software, content or digital materials which are available for download by the Merchant through the App Market and includes any subsequent bug fixes, updates, upgrades, modifications, enhancements, revisions, new releases or new versions of such software, content or digital materials. Under the Clover Agreement, references to "Application(s)" shall be read as references to any relevant Third Party Application(s) unless otherwise indicated.

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

App Market means the electronic marketplace operated by MMSL through which the Merchant may browse, locate, subscribe to, install, download, access and uninstall Applications.

App Terms means for any Application the terms and conditions of the Developer which govern the Merchant's use of such Application.

Bank Account means the bank accounts you nominate in the direct debit nomination form provided to us.

BCR Member means each affiliate that has entered into a binding agreement with First Data Corporation to comply with the Processor BCRs.

Clover Application means an application that is owned by or licensed to Clover.

Clover App Market Terms means the terms regulating the access to and use of the App Market which shall apply if you use the App Market; such terms supplement these Clover Terms of Service and can be found at <https://www.eu.clover.com/app-market-terms>.

Clover Software Services means

- i) the functionality provided by Clover that may be accessed by the Clover Applications which are pre-installed on and accessible via the Devices;
- ii) storage of data which is generated from transactions and/or input by the Merchant onto the Devices;
- iii) the capture, management and transmission of data to facilitate the Merchant Acquiring Services;

- iv) integration with the Merchant Acquiring Services;
- v) the ability to perform split- tender transactions; and
- vi) access to the App Market;

and this term excludes Merchant Acquiring Services.

Clover Device Services means the installation and configuration of Devices, 7 day customer support services covering general and technical support and where applicable, replacement of damaged/faulty Devices in accordance with these Clover Terms of Service.

Clover Services means the Clover Software Services and Clover Device Services together.

Clover Terms of Service means these Clover Software and Device Services Terms of Service.

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").

Customer means a person who purchases goods or services from the Merchant, where such purchase is facilitated by the Clover Services.

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.

Developer means any person or entity that is authorised by Clover to distribute, support and maintain one or more Applications through the App Market.

Device means a Clover payment accepting device that is either a

- i) Loaned Device or
- ii) device that you purchase from us outright so that you can receive the Clover Services.

Loaned Device means Devices that are loaned to you free of charge so that you can receive the Clover Services for the duration of your Clover Agreement.

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.

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Merchant means the merchant whose details are set out in the Application Form.

Merchant Acquiring Agreement means your separate agreement with Clover for Merchant Acquiring Services.

Merchant Acquiring Services means the merchant acquiring and software related services provided to you under your Merchant Acquiring Agreement.

Merchant Personal Data means personal data relating to the Merchant including personal data relating to the Merchant's employees and other staff insofar as such information is not received by virtue of the use of the Clover Services.

Minimum Period means the eighteen (18) months minimum period of your Clover Agreement starting on the date that the Clover Services are Activated.

Monthly Clover Software Services Fees means the monthly fee charged to you for each Clover Service that you receive from Clover.

Peripherals means Clover equipment accessories that you purchase from us for use in connection with the Devices.

Personal Data means the personal data processed by Clover under the Clover Agreement and will include Merchant Personal Data and/or Third Party Personal Data as applicable.

Processor BCRs means Clover's processor binding corporate rules (as defined in the GDPR).

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

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

Software Termination Fee means the amount payable by you should you choose to terminate the Clover Agreement before the end of the Minimum Period. It will equal the aggregate of the Monthly Clover Software Services Fees due by you up the end of your Minimum Period.

Standard Contractual Clauses means the Standard Contractual Clauses (issued by EU Commission Implementing Decision (EU) 2021/914 of 4 June), excluding all clauses marked as optional, where the Appendix and Annexes to the Standard Contractual Clauses are available through the link made available by the Developer or on request directly to the Developer and where the applicable modules will be either

- i) module two where, in accordance with the App Agreement, Developer acts as a processor on behalf of Merchant (in which case, option 2, general written authorisation will be the applicable option for clause 9(a) and the time period to authorise a new sub-processor shall be thirty days) or
- ii) module one where, in accordance with the App Agreement, Developer acts as a controller; and in respect of UK Personal Data means:
 - a) the International Data Transfer Addendum to the above Standard Contractual Clauses, issued by the Information Commissioner and laid before Parliament in accordance with s.119A of the Data Protection Act 2018 on 2 February 2022 but, as permitted by clause 17 of such addendum, the format of the information set out in Part 1 of the addendum will be changed so that:
 - b) the link made available by the Developer or on request directly to the Developer shall set out:
 - c) the details of the parties in table 1 (with no requirement for signature); and
 - d) the appendix information listed in table 3; and (r) for the purposes of table 2, the addendum shall be appended to the Standard Contractual Clauses (including the selection of modules and disapplication of optional clauses) all as described above.

Third Party Application means an Application that is owned by or licensed to a third party.

Third Party Personal Data means personal data relating to Customers and, insofar as such information is received by Clover by virtue of the use of the Clover Services, data relating to the Merchant's employees and other staff, in each case whether current, past or prospective.

Transaction means any payment made by a card, card number or any other manner which is authorised by the cardholder.

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

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

you or your means the Merchant who has entered into your Clover Agreement and if you are jointly and severally liable with other persons under this Clover 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.