

LICENCE TERMS FOR USE OF THE GENIUS MOBILE PAY APPLICATION

PLEASE READ CAREFULLY

- This licence agreement (Licence) is a legal agreement between you and GPUK LLP, trading as Global Payments (Licensor, us or we) for your use of Genius Mobile Pay. Genius Mobile Pay is a software application that facilitates the processing of card payments in a face to face environment, with the use of an NFC enabled device without the need for dedicated hardware (Application). This is supplemental to your payment acceptance agreement with us which governs the processing of payments.

- By downloading the Application from us or Google™, installing or using the Application, you agree to the terms herein. We licence use of the Application to you on the basis of this Licence. We do not sell the Application to you and we remain owners of the Application and its software.

1. GRANT AND SCOPE OF LICENCE

a. In consideration of payment by you of the agreed licence fee and you agreeing to abide by the terms of this Licence, we grant to you a non-exclusive, non-transferable limited right and licence to use the Application for your personal use on the terms of this Licence.

b. You may:

- i. download, install and use the Application for your internal business purposes only;
- ii. if the Licence is a multi-user licence, by the number of concurrent users agreed; and
- iii. receive and use any free supplementary software code or update of the Application incorporating "patches" and corrections of errors as may be provided by us from time to time.

2. RESTRICTIONS

a. Except as expressly set out in this Licence or as permitted by any local law, you undertake not to, on your behalf nor will you allow a third party to:

- i. copy, sell, licence, distribute, transfer, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Application or content that may be presented or accessed through the Application for any purpose, unless otherwise permitted;
- ii. take any action to circumvent or defeat the security or content usage rules provided, deployed or enforced by any functionality (including without limitation digital rights management functionality) contained in the Application;
- iii. use the Application to access, copy, transfer, transcode or retransmit content in violation of any law or third party rights;
- iv. remove, obscure, or alter our or any third party's copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Application; and
- v. not to make alterations to, or modifications of, the whole or any part of the Application, nor permit the Application or any part of it to be combined with, or become incorporated in, any other programs.



b. You further undertake to:

- i. to keep use of the Application confidential and secure;
- ii. to supervise and control use of the Application and ensure that the Application is used by your employees and representatives in accordance with the terms of this Licence;
- iii. not provide or otherwise make available the Application in whole or in part in any form to any person other than your employees without prior written consent from us; and
- iv. to comply with all applicable technology control or export laws and regulations.

3. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that:

- i. the Application contains proprietary and confidential information that is protected by applicable intellectual property and other laws; and
- ii. We own all right, title and interest in and to the Application and content that may be presented or accessed through the Application, including without limitation all Intellectual Property Rights therein and thereto. "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

4. DISCLAIMER OF WARRANTIES

- a. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE APPLICATION IS AT YOUR SOLE DISCRETION AND RISK AND THAT THE APPLICATION IS PROVIDED AS IS AND AS AVAILABLE WITHOUT WARRANTY OF ANY KIND.
- b. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE, OR OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE.
- c. WE FURTHER EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE APPLICATION.
- d. THE APPLICATION IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, LIFE SUPPORT SYSTEMS, EMERGENCY COMMUNICATIONS, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, OR ANY OTHER ACTIVITIES IN WHICH THE FAILURE OF THE APPLICATION COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

5. LIMITATION OF LIABILITY

- a. You acknowledge that the Application has not been developed to meet your individual requirements, including any particular cybersecurity requirements you might be subject to under law or otherwise,



and that it is therefore your responsibility to ensure that the facilities and functions of the Application meet your requirements.

- b. We only supply the Application for internal use by your business and you agree not to use it for any re-sale purposes.
- c. Neither we nor our subsidiaries or affiliates shall be, in any circumstances whatever, be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the

Licence for:

- i. loss of profits, sales, business, or revenue;
- ii. business interruption or damage to your mobile device;
- iii. loss of anticipated savings;
- iv. wasted expenditure;
- v. loss or corruption of data or information; or
- vi. loss of business opportunity, goodwill or reputation,

where any of the losses set out in Condition 5(c)(i) to Condition 5(c)(vi) are direct or indirect; or any special, indirect or consequential loss, damage, charges or expenses. Other than the losses set out in Condition 5 (c) (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to 100% of the annual licence fee. This maximum cap does not apply to Condition 5(d) below.

d. Nothing in this Licence shall limit or exclude our liability for:

- i. death or personal injury resulting from our negligence;
- ii. fraud or fraudulent misrepresentation; or
- iii. any other liability that cannot be excluded or limited by English law.

e. This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Application. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Application and which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

6. TERMINATION

a. We may terminate this Licence immediately by written notice to you in accordance with the terms of your payment acceptance agreement with us.

b. On termination for any reason:

- i. all rights granted to you under this Licence shall cease;
- ii. you must immediately cease all activities authorised by this Licence; and
- iii. you must immediately and permanently delete or remove the Application from all equipment in your possession, and immediately destroy all copies of the Application and, certify to us that you have done so.



7. COMMUNICATIONS BETWEEN US

- a. We may update the terms of this Licence at any time on notice to you in accordance with this Condition 7. Your continued use of the Application following the deemed receipt and service of the notice under this Condition 7 shall constitute your acceptance to the terms of this Licence, as varied. If you do not wish to accept the terms of the Licence (as varied) you must immediately stop using and accessing the Application, the deemed receipt and service of the notice.
- b. If we have to contact you, we will do so in accordance with your payment acceptance agreement.
- c. Note that any notice:
 - i. given by us to you will be deemed received and properly served twenty-four (24) hours after it is first posted on our website or twenty-four (24) hours after an email is sent; and
 - ii. given by you to us will be deemed received and properly served twenty-four (24) hours after an email is sent or three (3) days after the date of posting of any letter.

8. EVENTS OUTSIDE OUR CONTROL

- a. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below.
- b. An "Event Outside Our Control" means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.
- c. If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:
 - i. our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
 - ii. we will use our commercially reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

9. HOW WE MAY USE YOUR PERSONAL INFORMATION

For information on how we process your personal information, please see our Merchant Data Processing Notice.

10. OTHER IMPORTANT TERMS

- a. We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.
- b. You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
- c. This Licence constitutes the entire agreement between us in



relation to the Application and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between us, whether written or oral, relating to its subject matter.

- d. You acknowledge that in entering into this Licence you do not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence.
- e. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence or any document expressly referred to in it.
- f. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- g. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- h. Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- i. This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English and Welsh law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.

New customers – 0800 731 8921*

Existing customers – 0345 702 3344*

Lines are open from 9am to 5pm, Monday to Friday, except public holidays. Lines are open from 9am to 6pm, Monday to Friday, except public holidays.

*If you have a speech or hearing impairment, you can call us using the Relay Service by dialling 18001 followed by the number you wish to dial. Calls may be recorded. To help us continually improve on our service and in the interests of security, we may monitor and/or record your telephone calls with us. Any recordings remain our sole property.

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