

Commercial Entity Agreement

Last updated on 17 December 2025

COMMERCIAL ENTITY AGREEMENT (formerly referred to as the Bank Agreement)

Effective Date: The AIB Merchant Services Standard Terms and Conditions are effective on 17 December 2025 for Merchants who signed up before 2015 October 2025 or immediately for all new Merchants who signed up on or after 15 October 2025.

- A. First Merchant Processing (UK) Limited (“AIB Merchant Services”) is authorised by the UK Financial Conduct Authority (“FCA”) under the Payment Service Regulations 2017 (register number 978310) for the provision of payment services and has its registered address at A&L Goodbody, Augustine House, 6a Austin Friars, London, United Kingdom, EC2N 2HA. The FCA’s address is 12 Endeavour Square, London E20 1JN. The FCA maintains a register of the firms that it regulates at <https://register.fca.org.uk/s/>
- B. The Bank’s head office is at 10 Molesworth Street, Dublin 2, Ireland. The Bank’s website is www.aib.ie. The Bank is a public limited company registered at the Irish Companies Registration Office under CRO number 24173. The Bank is regulated by the Central Bank of Ireland as a credit institution under reference number C21174.
- C. The Bank is the member of the Schemes and is a party to this contractual relationship between you and AIB Merchant Services so that Merchant Services are provided to you in compliance with the Scheme Rules, which mandate that you have a direct contractual relationship with the Bank.
- D. The Bank has sponsored AIB Merchant Services with the Schemes to enable AIB Merchant Services to provide the Merchant Services to you to the maximum extent permitted by law and by the Scheme Rules. Accordingly, references in these Terms and Conditions to “us” “we” “our” or “AIB Merchant Services” shall be a reference to AIB Merchant Services, except where the Scheme Rules and/or the laws applicable to the provision of the Merchant Services pursuant to the Agreement requires such reference to be to the Bank, in which case it shall be interpreted accordingly.
- E. These Terms and Conditions have been drafted on the basis that the Agreement between the Bank, AIB Merchant Services and you relating to Merchant Services,

will be comprised of these Terms and Conditions (including this Preface, the Parts and/or the Sections of these Terms and Conditions outlined in Section 1 (b) (iii).

- F. You are required to carefully review these Terms and Conditions comprising the Agreement as it governs your obligations to us and our obligations to you in relation to the provision of Merchant Services by us to you.
- G. We shall be deemed to have accepted the Agreement from the date on which you begin utilizing the Merchant Services.
- H. The Agreement, and all notices and communications between the parties in relation to the Agreement, shall be in the English language.

1. Definitions and Interpretation

- a. The following references in these Terms and Conditions shall be construed as follows:
 - i. references to AIB Merchant Services is a reference to First Merchant Processing (UK) Limited, and references to AIB Merchant Services Group means First Merchant Processing (UK) Limited, its holding company, its subsidiaries, its holding company's subsidiaries and their associated companies from time to time; and
 - ii. references to the Bank means Allied Irish Banks p.l.c., and references to the Bank Group means Allied Irish Banks p.l.c., its subsidiaries and associated companies from time to time.
- b. In interpreting these Terms and Conditions (unless the context otherwise requires):
 - i. capitalised words have the meaning given to them in Part 23 (Terms Used) except where expressly defined somewhere else in these Terms and Conditions. If there are any inconsistencies between these Terms and Conditions, and/or your contract with your Payment Service Provider(s) (if any), as between you and us, these Terms and Conditions shall govern the provision of Merchant Services to you;
 - ii. unless otherwise defined herein, terms and expressions defined in any of the other documents constituting the Agreement shall, where the context permits, bear the same meaning as in these Terms and Conditions provided that no amendment to any such documents shall affect our rights, duties or obligations hereunder without our prior written consent; and

- iii. headings are for convenience of reference and will not affect the meaning or construction of the Agreement (which, shall be construed as including the Preface); references to Sections and Parts are a reference to any of the following Sections of these Terms and Conditions:

2. Acceptance of Cards

- a. **Card Acceptance.** You shall be entitled to determine which types of Cards you may accept, provided that if you choose to accept a particular type of Regulated Card then you must accept all other Regulated Cards of that type. By way of example, if you choose to accept a consumer Visa Debit Card then you must also accept all other consumer Visa Debit Cards (regardless of which Card Issuer issued such Cards).
- b. **Surcharges.** You shall not request any additional fees or charges from a Cardholder for the use of a Regulated Card. You shall however be entitled to charge Cardholders an additional fee or charge: (1) for use of an Unregulated Card should you choose to do so, provided that any such additional fee or charge shall not exceed the actual direct costs to you for accepting a Transaction relating to an Unregulated Card; and/or (2) that applies equally to all transactions that your business accepts regardless of payment method.
- c. **Disclosure.**
 - i. Where you have chosen not to accept a particular type or types of Card, then before you accept any Transaction you must display a statement explaining all Card types which you accept and which you do not accept.
 - ii. Any statement required pursuant to Section 2(c)(i) must be displayed on your website or other applicable means of electronic or mobile communication. In any event, the information required under 2(c)(i) should be provided in good time before the Cardholder enters into a Card Not Present Transaction.

3. Authorisation

- a. **Authorisation Request.** You must seek Authorisation from the Authorisation Centre at the time of, or prior to, accepting each Transaction.
- b. **Authorisation Granted.** If Authorisation is granted, you shall (where relevant) record on the Transaction Record the code number allocated to the Authorisation. If the Transaction so authorised is not forthwith concluded, you must immediately contact the Authorisation Centre to cancel the Authorisation.

- c. **Authorisation Refused.** If Authorisation is refused the Transaction must not proceed and you must not seek Authorisation (for a Transaction on behalf of the same Cardholder) for any different amount.
- d. **No Guarantee of Payment.** 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 having participated in a Transaction, we may, at our discretion, withhold or return the relevant Transaction/Transactions as unpaid.

4. Acceptance of Transactions

- a. **Currency.** All Transactions accepted by you must be in such currencies as supported by us and as are agreed by the parties from time to time.
- b. **Fair Acceptance.** You must not:
 - i. undertake Transactions for anything other than the genuine purchase of the goods and/or services that you supply;
 - ii. impose any minimum or maximum Transaction values unless any minimum or maximum applies equally to all transactions your business accepts regardless of payment method;
 - iii. split a Transaction into two or more Transactions;
 - iv. accept Transactions relating to goods and/or services which fall outside the description of your Business without our prior written approval;
 - v. accept a Transaction or present Transaction Data for processing which was not undertaken directly between you and the Cardholder;
 - vi. process Transactions on behalf of a third party without our prior written consent;
 - vii. accept or process Transactions in order to give Cardholders cash unless we have specifically given you our prior written consent to do so;
 - viii. accept any Transaction using any Card issued in your name, or on the Nominated Bank Account or of a partner in, or director or other officer of your Business, or of the spouse or any member of the immediate family or household of any such person;
 - ix. submit Transaction Data which you know or ought to have known is illegal;
or

- x. Refund Transactions to a Card which was not originally used to make such Transactions, and you must not, under any circumstances, accept money from a Cardholder in connection with processing a Refund to the Cardholder's Account.
- c. **Third Parties.** The appointment by you of a Payment Service Provider, internet Payment Service Provider or other form of intermediary, other than PayPal, to process Transactions on your behalf is subject to our prior written approval.
- d. **Compliance.** You agree to operate and to comply with the Scheme Rules and Applicable Laws, and to process Transactions as required in, and in accordance with the Agreement. Any Transaction accepted by you which is in breach of the Agreement, or such other requirements as we may notify to you from time to time, and/or which is disputed by the relevant Cardholder and/or Issuer, may be charged back to you.
- e. **Gambling Transactions.** Gambling Transactions should not be undertaken by you unless you have our prior agreement in writing, and then only in accordance with the terms of Schedule 2 (Gambling Transactions) and any other requirements notified to you by us from time to time.
- f. **Transaction Deadlines.** Transactions submitted later than 02.00 hours English time (or as otherwise advised by us) on a Banking Day will not be processed until the next Banking Day.

5. Security

- a. **Compliance.** Before completing any Transaction, you are required to comply with all security procedures that we require you to comply with from time to time.
- b. **Retention/Storage of Transaction Data.** You agree to retain all Transaction Data in the strictest confidence and in a secure environment where they can only be accessed by authorised members of your staff, and to ensure that any such details stored electronically are fully protected, correct, complete, not lost or damaged and can be reconstituted, in a complete and easily readable form. You will take all reasonable precautions to ensure that Customer Data is not disclosed to any person other than us or misused by any person, unless otherwise required by any Applicable Law or by the Scheme Rules.
- c. **Transaction Records.** You must retain in a secure place legible copies of all Transaction Records and receipts, vouchers, invoices, receipts or equivalent documents relating to each Transaction. All the above mentioned documents must

be kept by you in a safe, secure and confidential manner for at least eighteen (18) months from the date of the relevant Transaction (or in the case of Recurring Transactions, at least eighteen (18) months from the date of the last Transaction forming part of the Recurring Transaction).

- d. After seven (7) months from the date of a Transaction you may, subject to our prior written approval, transfer all the information referenced in Section 5 (c) to fully legible microfiche or processed images. The microfiche or processed images must then be securely stored and kept confidential by you for the remainder of the eighteen (18) months.
- e. You may not retain or store CVV2/CVC2 data after Authorisation for a Transaction has been received.
- f. **Loss of Transaction Data.** Neither AIB Merchant Services nor the Bank will in any circumstances (other than if due to our negligence) be liable in respect of the face value of any Transaction Data, or the costs of reconstituting such data, or for any other loss or damage arising on any loss of Transaction Data. If any loss or damage to the physical medium containing any Transaction Data occurs and is agreed, or shown to be due to our negligence, we will reimburse you the replacement value of the lost or damaged medium.
- g. **PCI DSS.** You agree to comply with the Payment Card Industry Data Security Standards, Visa "Account Information Security Programme" and the Mastercard "Site Data Protection Programme", and any changes to those programmes and standards which may occur. We will provide you with details of such data standards, and the programmes, on written request.
- h. **Confidentiality.** Since the documents constituting the Agreement contain certain information designed to help you reduce the risk of fraud arising on Transactions you must treat such documentation as confidential and keep it secure and not disclose it to the general public.
- i. **Ownership of Transaction Data.** Notwithstanding that Personal Data is ultimately owned by the Data Subject, for the purposes of the Agreement, all Transaction Data shall be and remain at all times our property or the property of our agents. During the term of this Agreement, we hereby grant you a revocable, non-exclusive, non-transferable licence to use, store, copy and distribute the Transaction Data as necessary for the performance of a Transaction or the obligations under this Agreement. You must not give, sub-license, sell, or in any way transfer, dispose of or grant any kind of right in any Transaction Data, or part thereof, to any third party.

6. Presentation of Transactions

- a. You may present Transactions to us for Authorisation and Settlement by way of electronic transfer (or other media as may be agreed in writing). Transactions are to be presented to us within three (3) Banking Days of a Card being accepted as a means of payment or Refund.
- b. We will endeavour to settle Transactions within three (3) Banking Days of their receipt by us, unless we have informed you otherwise.
- c. The Transaction Data requirements are set by the Schemes and will be advised to you from time to time. Changes to such Transaction Data advised to you must be implemented by you within the required timescale as detailed with such notification(s).
- d. You must not present, or allow anyone else to present, to us more than one set of Transaction Data for each Transaction.
- e. If Transactions are not presented directly from you to us, any third party used to manage or send Transactions to us on your behalf must be approved in writing by us to handle Transactions before they may do so. For the avoidance of doubt, PayPal is approved by us to present Transactions to us on your behalf.

7. Providing Financial and other Information

- a. **Request for Documentation.** Upon request you will provide us, or our agents, with copies of interim and/or annual audited financial statements (including management accounts), and other required documentation or information concerning your Business as we reasonable request to assist with our continuing evaluation of your financial and credit status.
- b. **Right of Inspection.** You authorise us and our agents, to contact the individuals at your Business as identified in your Merchant Application or as you may notify us from time to time, and upon request you shall provide us or our representatives, reasonable access to your facilities for the purpose of performing an inspection of your books, records and/or systems, and to take copies of such books and records as we require.
- c. **Presentation of Transaction Records.** We shall be entitled, at any time, and from time to time, up to eighteen (18) months after the Transaction date, to request you to, and you must provide us, within the timeframe stated, and at no charge, with

legible copies of Transaction Records and other evidence acceptable to us of the Cardholder's authority to debit its account with the amount of the Transaction.

- d. **Notification of Changes in your Business.** You must advise us immediately of any change in the circumstances affecting your Business including: (i) any insolvency event, (or impending insolvency event) (ii) any actual or impending change of control in you or your parent company; (iii) any actual or impending change in your trading terms, directors, other officers, members or partners, business or trading name, legal status, business or trading address or in any of your other details that you have provided to us; and (iv) any actual or impending sale or other disposal of all or any material part of your assets which may result in a material adverse change to your Business.
- e. **Reporting and Investigation of Security Incidents.**
 - i. If at any time you determine or suspect that any security breaches or incidents have occurred or are occurring which may affect or impact upon the Merchant Services, AIB Merchant Services and/or the Bank (including without limitation any security breaches or incidents which result in any loss, destruction or unauthorised access to any Transaction Data or Customer Data of any person), you must notify us immediately.
 - ii. You must cooperate with any investigations conducted by or on behalf of us and/or the police, Schemes, a regulator, or any other investigating body in relation to any security breaches or incidents (including without limitation any security breaches or incidents which result in any loss, destruction or unauthorised access to any Transaction Data or Customer Data of any person). If you are approached for such investigation, by the police, Schemes, a regulator, or any other investigating body in relation to such an investigation you shall immediately notify us thereof unless such is prohibited by law. You shall follow all instructions given by AIB Merchant Services of the Bank in relation to such investigation.
 - iii. You will, at your own expense, provide us, or our agents, with all information and assistance which we, or our agents, may reasonably require in relation to any Transaction between you and any Cardholder.

8. Credits and Debits to Your Bank Account

- a. **Nominated Bank Account.** You must at all times during the period that we process Transactions under this Agreement, maintain a Nominated Bank Account,

acceptable to us, a currency acceptable to us (as applicable to your account) for the purpose of enabling us to credit payments due to you, and to debit any sums payable by you pursuant to the Relationship Agreement, either by Direct Debit or otherwise as required by us. If you require more than one such account our prior agreement in writing must be given.

- b. **Payment Mandate.** You will maintain with your bank an instruction to pay on presentation all requests for payment of a debit initiated by us in respect of amounts due by you under the Relationship Agreement, even after the Agreement has ended for any reason.
- c. **Change of Nominated Bank Account.** If you intend to change your Nominated Bank Account you must give us at least thirty (30) calendar days prior notice in writing and initiate a new payment instruction in relation to your new Nominated Bank Account on the terms contained in the Agreement.

9. Payment by AIB Merchant Services

- a. **Payment.** Subject to the Relationship Agreement and Sections 9 (c), 18 (g) and 18 (h), settlement may occur in one or more of the following three ways, either:
 - i. we will settle sums due to you directly to your Nominated Bank Account, and/or
 - ii. we will settle sums due to you to the PayPal FBO Account and PayPal shall be solely and fully responsible for promptly disbursing all such amounts to your Nominated Bank Account; and/or
 - iii. we will settle sums due to you to the Hyperwallet FBO Account and Hyperwallet shall be solely and fully responsible for promptly disbursing all such amounts to your Hyperwallet Account.
- b. You acknowledge and agree that payment by us of settlement funds to the PayPal FBO Account and/or the Hyperwallet FBO Account constitutes full and final discharge of all of our settlement obligations to you pursuant to this Agreement.
- c. **Suspension.** We may, with or without notice, change processing or payment terms and/or suspend credits or other payments of any and all funds, money and amounts now due or which subsequently become due to you pursuant to the Relationship Agreement or this Agreement if in good faith we suspect that (i) any Transaction is fraudulent or involves other criminal activity, (ii) that the Transaction was not in the ordinary course of your Business, (iii) if the number and/or size of the Transaction(s)

is significantly greater than expected, (iv) if any of the Termination Events has occurred, or (v) if we suspect that any such Termination Event has, or is likely to occur (whether or not AIB Merchant Services or the Bank has terminated the Agreement). All payments so suspended may be retained by us until we have satisfied ourselves that such Transaction(s) is/are legitimate and no longer liable to be the subject of a Chargeback. No interest shall accrue in respect of any such amount that is so withheld.

- d. **Net Settlement.** In the event of any direct debits being returned unpaid from your Nominated Bank Account, or for any other reason, we retain the right, without notice to you, to settle funds to your Merchant Account less our applicable fees and charges.
- e. **Payment Delays.** Neither AIB Merchant Services nor the Bank will be liable for any delays in receipt of funds or errors in debit and credit entries caused by third parties, including, but not limited to, any Scheme or your financial institution.
- f. **Third Party Processors.** You agree you will be responsible for any fees and/or charges payable by you to any of your Payment Service Providers in accordance with the terms of the contractual arrangements in place between you and those Payment Service Providers.

10. Invalid Card Transactions/Chargebacks

- a. If a Card Issuer exercises its rights not to settle or to undertake a Chargeback, we will immediately, and without notice, be entitled, and you will allow us, to debit your Nominated Bank Account in accordance with the Relationship Agreement and this Agreement, the amount paid by us to you in respect of that Transaction. Our right to do this will not be affected by any arrangement between you and the Cardholder.
- b. We are not obliged to notify you of any defect in any Transaction Data, or other liability to Chargeback except where a Chargeback is in fact made or to procure, or assist you in procuring, payment from a Cardholder where the relevant Transaction has been charged back to you.

11. Promotion

You are required to comply with all instructions given by us as to the adequate and correct display of promotion signs or other material provided by us to indicate that Cards issued

under the Schemes are accepted as a means of payment. You shall not use any other material associated with the Schemes or us without our prior written approval.

12. Fees and Charges

- a. You agree to pay all fees and charges in accordance with the Relationship Agreement.
- b. We may also require you to make one or more of the following payments:
 - i. the full amount of any Refunds issued (if not already deducted from sums paid by you to us);
 - ii. the full amount of any overpayments made by us in respect of Transaction Data, however caused;
 - iii. the full amount of any payments made by us in respect of invalid Transaction Data;
 - iv. the full amount of any Chargebacks;
 - v. the full 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 Agreement, or if the ratio of your Chargebacks to Transactions exceeds the relevant industry average (as determined by the Schemes from time to time); and
 - vi. any other sums due and payable by you, or by us on your behalf under the Agreement.
- c. **Debit of Charges.** Charges and other sums payable by you, or by us on your behalf, will be debited from you in the manner provided in the Relationship Agreement or this Agreement.
- d. **Tax.** Unless otherwise stated, all charges, fees and other payments to be made by you under the Agreement are exclusive of VAT and any other relevant taxes (if any) and in addition to paying such sums you will be responsible for paying any such VAT and other relevant taxes.

13. Indemnity, Compromise and Liability

- a. **Indemnities.** You agree to indemnify AIB Merchant Services and the Bank, on a full and continuing basis, against all Losses arising from or in connection with:
 - i. any Transaction or any other dealing between you and a Cardholder;

- ii. your breach of the Agreement and/or Scheme Rules and/or Applicable Law, and/or for any other reason where a Scheme levies a fee, fine, penalty or charge against us due to any action or inaction by you. If you are a partnership, you hereby also agree that each partner will be jointly and severally liable under the Agreement;
 - iii. any loss of Customer Data or Transaction Data, or a violation by you, or your employees, officers, agents and/or subcontractors of any of the standards and/or programme requirements referenced in Section 5. You will also confirm to us in writing that all third parties that store, transmit or process Transactions on your behalf are fully compliant with the standards and programmes referenced in Section 5;
 - iv. your breach of the duty of confidentiality set out in Section 18(d);
 - v. any breaches or violation of PCI DSS by you in accordance with Section 5(h);
 - vi. your entering into a contract with an internet Payment Service Provider and/or allowing the internet Payment Service Provider to process Transactions on your behalf, other than PayPal.
- b. You shall, at your own expense, provide us with all reasonable assistance to resolve any dispute arising under the Scheme Rules. We shall, as against you, have complete discretion to decide whether or not to resist or defend any claim made against AIB Merchant Services and/or the Bank by any Scheme or Cardholder, or whether to compromise any such claim, and our decision shall be binding on you.
- c. Without prejudice to the indemnities set out in this Section, you also agree that we shall have discretion to accept, dispute, compromise or otherwise deal with any claim made against you and/or us arising out of a Transaction accepted by you.
- d. **Liability Cap.** Subject to Section 13 (f) the maximum aggregate liability of AIB Merchant Services and the Bank for all claims or losses, whether arising in contract or tort (including negligence and breach of statutory duty) or otherwise, shall not in any Contract Year exceed the lesser of €30,000, or the amount of charges received by us from you in consideration for the provision of Merchant Services to you hereunder in the relevant Contract Year in which the claim arises.
- e. **Exclusion of Liability.** Neither AIB Merchant Services nor the Bank shall have any liability to you whether in contract or tort (including negligence or breach of statutory duty) or otherwise and whatever the cause for any increased costs or expenses; loss of profit, loss of business, loss of goodwill, loss of data, or loss of

revenue or anticipated savings; or special, indirect or consequential loss or damage of any nature whatsoever.

- f. **No Exclusion/Limitation of Liability.** Nothing in the Agreement shall exclude or limit any liability of any party for fraud or negligence; or for death or personal injury caused by negligence; or for breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 in the United Kingdom.

14. Warranties and Undertakings

- a. We represent and warrant that we will provide the Merchant Services in accordance with all Applicable Laws and Scheme Rules and we shall refrain from performing any acts that might discredit, disparage, dilute, infringe or negatively affect the value of any Scheme Intellectual Property Rights used in the course of providing such Merchant Services.
- b. In presenting Transaction Data to us you warrant that:
- i. all statements contained in the Transaction Data are true, accurate and complete;
 - ii. you have supplied (or, where the Transaction Data relates to a prepayment or deposit, you have agreed to supply) the goods and/or services to which the Transaction Data relates and to the value stated therein;
 - iii. there is no element of credit given;
 - iv. no other Transaction has been or will be processed in respect of the same goods and/or services;
 - v. the Transaction has been entered into by you in good faith and you are not aware of any dispute relating to or any matter which may affect the validity of the Transaction;
 - vi. the Transaction was made in accordance with the Agreement and the Scheme Rules;
 - vii. the receipt from you, and the processing (including export outside the EU) of Customer Data and Transaction Data supplied by you to us in the course of administering and discharging our obligations and liabilities under the Agreement, will not infringe the rights of any third party;

- viii. you are in compliance with your obligations under the Data Protection Laws, or equivalent;
 - ix. (if a company) you are validly organised and existing under your country of establishment and have by proper action duly authorised the execution and delivery of the Agreement;
 - x. you are not and have not been prohibited from participating in the Schemes to accept services of a kind offered by us;
 - xi. you are fully compliant with the Payment Card Industry Data Security Standards;
 - xii. you hold all authorisations, licences and permits necessary to undertake all of your business activities; and
 - xiii. you are responsible for, and undertake to, meet all costs associated with achieving and maintaining compliance, including any fines, costs or charges arising from you being compromised or not being compliant or Transaction Data held by you being compromised and/or used for fraudulent purposes.
- c. If you are a Marketplace, you represent, warrant and undertake that you shall:
- i. comply with all Applicable Laws and Scheme Rules (including without limitation applicable laws and Scheme Rules regarding anti-money laundering, anti-terrorist funding activities and related customer due diligence) that apply to (A) the conduct of your business; (B) the boarding of your customers and retailers; or (C) the provision of goods and services to those customers and retailers;
 - ii. as applicable, maintain and adhere to all adequate controls, procedures and policies required to comply with applicable anti-money laundering and anti-terrorist funding laws and regulations (including such related controls, procedures and policies as we may reasonably require from time to time) and provide to us upon our reasonable request with access to all information and documentation relating to those controls, policies and procedures (and in any updated form from time to time);
 - iii. monitor your customer and retailer activity for unusual activity or activity that may be harmful to us, Cardholders and/or any Schemes and promptly take all appropriate measures and actions necessary to address such unusual or harmful activity if it arises;

- iv. without undue delay comply with any reasonable request by us to suspend or terminate any of your customers or retailers in order to meet your or our obligations under Applicable Law, Scheme Rules and/or these terms and conditions, and take any other related action reasonably required by us;
- v. as applicable, obtain and maintain, as necessary, any applicable licences, permissions, consents or authorisations required by you under applicable laws (including without limitation under the Payment Services Directive (EU) 2015/2366 and relevant national implementing legislation) at any time in order to operate your business and/or otherwise perform your obligations hereunder;
- vi. provide reasonable cooperation and assistance to us, and any our designated agents, to investigate, review, audit or inspect your relevant records and procedures to ensure your compliance with the requirements of this Section 14(c); and
- vii. comply with all registration requirements applicable to you under Scheme Rules.

15. Termination of the Agreement

- a. You may, without giving any reason end the Agreement with immediate effect at any time during the first fourteen (14) calendar days after receiving these Terms and Conditions or, where relevant, the Merchant Application, by written notice to us, provided you have not yet accepted any Card Transaction by the time we receive such notice.
- b. Subject to Section 15 (a), the Agreement will continue as long as the Relationship Agreement remains in force or until terminated by (i) you by giving not less than thirty (30) calendar days written notice to AIB Merchant Services; or (ii) AIB Merchant Services and/or the Bank by giving not less than sixty (60) days written notice to you.
- c. Any party to the Agreement will be entitled to end the Agreement at any time with immediate effect by notice to the other parties if: (i) another party breaches the Agreement; (ii) any of the other parties becomes insolvent, or any step is taken for the liquidation, bankruptcy, receivership, administration, examinership, dissolution, or other similar action of another party; or (iii) if another party makes any agreement with its creditors generally.

- d. AIB Merchant Services or the Bank will be entitled to end the Agreement at any time with immediate effect by notice to you if you fail to pay any amount due under the Relationship Agreement, on the due payment date.
- e. AIB Merchant Services or the Bank will not be responsible for any Losses incurred by you howsoever arising in relation to third party contracts or otherwise, in terminating the Agreement pursuant to its terms.
- f. In addition AIB Merchant Services or the Bank will also be entitled to end the Agreement with immediate effect at any time by notice to you if:
 - i. you are a partnership and the partnership ends;
 - ii. you change your Nominated Bank Account other than as permitted by the Agreement or terminate your Direct Debit (if applicable);
 - iii. you are an individual and you die (in which case notice will be sent to your personal representatives);
 - iv. there is any significant change, or we suspect a significant change is impending (as determined by us), in the nature, level, scope or control of your business activities or your financial condition;
 - v. there is fraud or suspicion of fraud, money laundering, terrorist financing or other criminal activity in relation to you;
 - vi. you process a Transaction without the sale of any goods and/or services;
 - vii. in our opinion your ability or willingness to comply with the terms of the Agreement is at risk;
 - viii. any of our efforts to comply with statutory obligations under the Criminal Justice Act, 2003 (or its equivalent under Applicable Law) are obstructed;
 - ix. we are required to do so by any regulator or Scheme, or the integrity or reputation of the Schemes or ourselves is, or may be (as determined by us) brought into disrepute by you;
 - x. your activities are, or are likely to have, in our opinion, a material impact on our business, commercial arrangements, reputation and/or goodwill;
 - xi. your activities contravene any Applicable Laws, regulations, or any codes of practice that we may adopt from time to time, or which otherwise relate directly or indirectly to matters that we may view, from time to time, as being unlawful or otherwise objectionable in kind and nature;

- xii. you have not sent us a Transaction for six (6) consecutive months;
 - xiii. we consider excessive the percentage, number or amount of fraudulent Transactions submitted by you under the Agreement, or the number of Chargebacks in relation to your Business; or
 - xiv. (where you are required to do so by Applicable Law) fail to file your annual return in compliance with the Applicable Law, or within the timeframes prescribed by the law, and/or the UK Companies Office (or equivalent).
- g. The ending of the Agreement will not affect any actual or contingent liabilities or claims of any party hereto which accrue before the Agreement ends, and in particular this Section and Sections 7, 9, 10, 12, 13, 14, 15, 17, 18, 20 and Schedule 1 shall remain in full force and effect. You will continue to bear total responsibility for all Chargebacks, fees, credits and adjustments resulting from Transactions processed pursuant to the Agreement, all other amounts then due or which may thereafter become due under the Agreement, and breaches of Scheme Rules which are notified to AIB Merchant Services or the Bank at any time after the Agreement has ended.
- h. If the Agreement ends you must promptly:
- i. return to AIB Merchant Services or our agents, all associated Equipment and any other materials supplied by us, our agents or any other entity in the AIB Merchant Services Group; and
 - ii. pay us all amounts owed by you under the Agreement. In addition, after the date of termination of the Agreement you may not use the names of AIB Merchant Services or the Bank 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 us or the provision of Merchant Services by us to you as a merchant.
- i. If AIB Merchant Services or the Bank terminates the Agreement under Section 15 (c), 15 (d) or 15 (f), we may notify the Schemes of the termination and the reasons for it. Details of your Nominated Bank Account may be notified to the Schemes and to credit reference agencies.

16. Notice and Communication

(a) **General Notices.** Any notice required to be given under the Agreement must be in writing and shall be served on the other parties, in the manner detailed below, by personal

delivery, by post in an envelope properly addressed and marked for the attention of you or (where relevant) AIB Merchant Services. We may serve notice on you to the relevant address specified in your Merchant Application (if any), by e-mail to the email address advised by you from time to time, notification on a Statement, or by publishing on our web-site. Notice served on you by AIB Merchant Services shall be deemed to also constitute notice being served on you by the Bank, and notice served on AIB Merchant Services by you shall be deemed to also constitute notice being served on the Bank by you. Notice given by post, Statement transmission or web-site, shall be deemed to have been received 72 hours after the time of its posting, transmission or advice of availability. Notice given by e-mail shall be deemed to have been received 24 hours after the time of transmission. Notice shall be served by you on AIB Merchant Services at our current registered office, which shall be deemed to also constitute the service by you of notice on the Bank.

(b) **Notice of fraud or security threats.** If we believe that fraud or a security incident which may affect your financial interests has occurred or is occurring, we will contact you in a secure manner in writing, by telephone or through other appropriate manner permitted in accordance with Section 16(a).

(c) **Helpdesks.** If you wish to contact our helpdesk please see the contact details for our helpdesks which are set out in the Merchant Procedure Guide.

17. Processing of Personal Data

- a. **Compliance.** Each of AIB Merchant Services and you, each acting as a separate Controller, will process, and ensure that their and your employees and agents will process, the Customer Data in compliance with applicable Data Protection Law.
- b. **Purposes:** We will only process the Customer Data:
 - i. as required in order to meet our obligations pursuant to the Agreement;
 - ii. as agreed in writing between the parties;
 - iii. as required or allowed by law applicable to us;
 - iv. for fraud prevention or investigation purposes, or other risk management purposes;
 - v. for customer identification and information verification purposes, including in connection with "know your customer", anti-money laundering or anti-terrorism financing purposes;
 - vi. in accordance with Scheme Rules;

- vii. to enforce our rights, or the rights of other persons in a financial transaction;
- viii. to comply with policies applicable to our obligations under the Agreement, including to protect the security of the Customer Data;
- ix. to conduct analytics in compliance with our policies and operate, maintain, improve, and provide the features and functionality of our products and services and provide additional products and services; or
- x. to disclose Personal Data to sub-contractors / sub-outsourcers and representatives for the purposes set out in this clause 17(b).

c. Transparency:

- i. As a Controller of the 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 information about the use of Personal Data in the products and services we provide;
- ii. 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"); and
- iii. You will provide the AIBMS Merchant Privacy Notice at Schedule 1 of this Agreement to any of your employees, staff or contractors prior to their Personal Data being provided to us in connection with this Agreement.

d. Assistance: Each party will:

- i. 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 the 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;
- ii. respond to requests or notices from Data Subjects as required as a 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

- iii. 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.
- e. **Notices:** All notices and other communications between the parties under this Section 17 must be provided in accordance with Section 16(a) and, in the case of AIB Merchant Services, also by email to our Data Protection Officer, DPO@aibms.com.

18. General

- a. If AIB Merchant Services or the Bank chooses not to, or if we cannot enforce any term which forms part of the Agreement, this will not affect our right to subsequently enforce that term or to enforce any of the remaining terms.
- b. **Assignment by Us.** AIB Merchant Services and the Bank may assign or novate the Agreement, and/or transfer or sub-licence any or all of our rights and obligations under it, at any time and you hereby expressly consent to any such assignment, novation, transfer or sub-licence. Any such transfer will not reduce your rights under the Agreement unless you agree otherwise. You authorise disclosure of details relating to you and your merchant arrangements to any prospective persons or entity to which we are novating, assigning and/or sublicensing the Agreement.
- c. **Assignment by You.** You are not permitted to assign, novate and/or sublicense the Agreement or your rights or obligations under it without the prior written consent of AIB Merchant Services.
- d. **Duty of Confidentiality.** You shall not, except for the purposes of the Agreement, compile or make use of any information relating to AIB Merchant Services, the Bank, any Scheme, any Card, any Cardholders or the terms of the Agreement or any documents provided with it, except where necessary for the performance of the Agreement. You shall use your best endeavours to ensure that your employees and agents will maintain strictest confidence with respect thereto and not divulge or communicate to any third party information concerning our business or Transactions of Cardholders which may come to the notice of you during the term of the Agreement. We will use our reasonable endeavours to ensure that our employees and agents maintain such information in strictest confidence.
- e. **Disclosure of Information.** You acknowledge that AIB Merchant Services and the Bank may disclose information about your Business to our associated companies,

the police, Schemes, regulator, or any other investigating body for use in the prevention or detection of fraud or other criminal activity, or to any credit reference agency which we also use as a source of information.

- f. **Force Majeure.** None of the parties (or any of their agents or subcontractors) shall be liable for any failure to perform any of their obligations under the Agreement or any associated agreement where such failure arises directly or indirectly through any circumstances whatsoever beyond their reasonable control.
- g. **Right of Set Off.** AIB Merchant Services may at any time (without notice to you) set off and apply any or all sums due and payable under the Relationship Agreement, and/or any or all sums of money held in accounts with us, against any or all sums due and payable by you under the Relationship Agreement.
- h. In addition, if we have reasonable grounds for believing that you are likely to incur any liability in relation to (g) above, we shall not be obliged to make payment of any sums which would be payable to you until such time as either:
 - 1. the liability is actually incurred and determined within a mutually acceptable period of time (if this occurs AIB Merchant Services will promptly pay the balance of such sums to you after deducting the amount of any liability); or
 - 2. AIB Merchant Services is satisfied that no such liability is likely to be incurred.
- i. Should such liability be subsequently incurred you agree to reimburse AIB Merchant Services on demand the full amount.
- j. **No Waiver.** No waiver by any party of any breach of the Agreement or any delay or omission by any party in enforcing the terms of the Agreement shall prejudice their rights, or operate as a waiver of any subsequent or continuing breach.
- k. **Severability.** If any provision of the Agreement is or becomes illegal or invalid, that provision will be deemed deleted from the Agreement and the remaining provisions shall continue in force.
- l. **Copy of Your Agreement.** A copy of this Agreement is available for review at https://www.paypal.com/uk/legalhub/braintree/bank-agreement?country.x=GB&locale.x=en_GB. We recommend that you download or print a copy of this Agreement for your records.
- m. **Amendments.** You agree that we may from time to time, vary or supplement the Agreement, its terms (including, for example, any, or all of the individual documents

which form part of the Agreement, such as the Fees and Charges Schedule, and/or any or all of the fees and charges themselves) and/or any accompanying documentation.

- n. **Agency/Sub Contracting.** AIB Merchant Services and/or the Bank may appoint at any time, and without notice to you, an agent or subcontractor to perform any of our obligations under the Agreement. You may not appoint a sub-contractor or agent in connection with the Agreement without our prior written approval. Notwithstanding such approval, you will remain primarily liable for anything done (or omitted to be done) by any such sub- contractor or agent appointed by you.
- o. **Compliance.** Each party shall comply with all laws (including Applicable Laws), regulations, Scheme Rules and codes of practice, which they are each obliged to follow for the purposes of the Agreement.
- p. **Joint and Several.** If you comprise more than one person the liability of such persons to AIB Merchant Services, the Bank and the Schemes shall be joint and several, and 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 the partners.
- q. **No third party beneficiaries.** Any person that is not a party to the Agreement shall not have any rights under or in connection with it except where such rights are expressly granted under the Agreement.
- r. **Entire Agreement.** The Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes any previous agreements and understandings. The parties have not entered into the Agreement in reliance on any agreement, representation or warranty which is not made or repeated in the Agreement.
- s. **Remedies are Cumulative.** Except where expressly agreed otherwise in the Agreement, the rights and remedies of the parties under the Agreement are cumulative, may be exercised as often as the parties consider appropriate and are in addition to their rights and remedies under general law.

19. Governing Law

- a. You (and your officers) acknowledge and agree that these Terms and Conditions replace the Terms and Conditions previously in force (if any) and governing the provision of the Merchant Services and/or the operation, management and control of the Schemes and shall be binding on and enforceable against you.

- b. The agreement and understanding between the parties with respect to your receipt of the Merchant Services and your participation in the Schemes, and the Agreement governing such use and participation shall be governed by the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.
- c. AIB Merchant Services and the Bank are bound by law to apply procedures in order to carry out statutory obligations in relation to the prevention of money laundering under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (“MLRs”) in the United Kingdom. Therefore, no contract will be accepted by us until we are satisfied that it is in keeping with the MLRs and that the relevant documentation has been sighted.

20. Mail and Telephone Transactions

Where you have indicated to us (whether on the Merchant Application or otherwise) that you wish to raise Mail/Telephone Transactions the following Terms and Conditions apply in addition to the General Terms and Conditions set out in Sections 1 through 17. In the event of any inconsistency, this Section 20 shall prevail.

- a. **Use of electronic Terminals.** You confirm that you will not request Card details to be submitted by e-mail, or over the internet, and then input Transactions as CNP to an electronic Terminal. In the event of you accepting Card details in this way, we reserve the right to terminate your Card processing immediately.
- b. **Transaction Records for Mail/Telephone Transactions.** Whenever you make a Mail/Telephone Transaction you shall keep available for us, and retain for inspection, for a period of eighteen (18) months from the date of the Transaction, a record of the following information or particulars: (i) Card number and the expiry date of the Card which is being used for the purpose of such order; (ii) name and address of the Cardholder; (iii) date of the Transaction; (iv) amount of the Transaction; (v) Cardholder's written order in the case of mail order Transactions; (vi) date and number of the Authorisation; and (vii) date of invoicing the services.
- c. **Despatching of Goods.** It is your absolute responsibility to verify the Cardholder's address and ensure the goods are dispatched to this address. We cannot and will not provide name and address verification as part of the Authorisation process. You undertake not to raise a Transaction Record prior to the goods being despatched. If, for any reason, you do not have the goods available for despatch to the Cardholder within seven (7) calendar days of receipt of the order, then the Cardholder must be notified of that fact and the order re-confirmed by the Cardholder.

21. Electronic Commerce Transactions

Where you have indicated to us (whether on the Merchant Application or otherwise) that you wish to raise Electronic Commerce Transactions and we have agreed to this, or if you submit any Electronic Commerce Transactions without our written agreement, the following Terms and Conditions apply in addition to the General Terms and Conditions set out in Sections 1 through 17. In the event of any inconsistency, this Section 21 shall prevail to the extent of such inconsistency.

- a. You warrant and represent to AIB Merchant Services and the Bank that:
 - i. you will not, and you will also ensure your agents and customers do not, use any website in any way which might jeopardise the integrity, confidentiality, or security of you or your agents' equipment, computer systems, servers or networks used by you to communicate with us or with Cardholders or other computer systems including through disabling devices and unsolicited e-mails; and
 - ii. you will clearly display and maintain on any website the following information as required by the Schemes: (i) a complete and accurate description of all goods and/or services offered for sale; (ii) full details of the your cancellation, delivery and returns policy; (iii) customer service contact details (iv) Transaction currency; (v) export or legal restrictions, if known; (vi) your data protection, privacy policy and security capabilities; (vii) your security method for the transmission of payment data; (viii) information that the Cardholder is committing to a Transaction before they select the “pay now” button, with an obvious option to cancel the payment at this point as an alternative to paying; (ix) your address of its permanent establishment and (x) any other information required by law, regulation or Scheme Rules. We may stop accepting Transactions immediately upon prior notice to you if we consider that your website does not meet the standards required, or that any goods and/or services offered may affect our or the Schemes’ reputation.
- b. We may give you immediate notice of termination if, in our opinion, the content of your web-site, or any of the goods and/or services offered on your website do not meet the standards required for us to continue to offer you a merchant facility. We may also stop accepting Transactions immediately if any goods and/or services offered may affect our or the Schemes’ reputation.

- c. **3D Secure.** You must undertake Electronic Commerce Transactions using 3D Secure programmes (unless it is a Transaction which does not require 3D Secure in accordance with Applicable Law and Scheme Rules).
- d. **Despatching of Goods.** It is your absolute responsibility to verify the Cardholder's address and ensure the goods are dispatched to this address. We cannot provide name and address verification as part of the Authorisation process. In relation to the despatch of goods, you undertake not to raise a Transaction Record prior to the goods being despatched. You must advise the Cardholder of the time it will take to despatch the goods and if, for any reason, you do not have the goods available for despatch to the Cardholder within such advised time period, then the Cardholder must be notified of that fact and the order re-confirmed by the Cardholder.

22. Third-Party/Partner Transactions

You acknowledge and agree that you shall:

- a. be liable for all Chargeback liabilities associated with any Transactions submitted by you or on your behalf to AIB Merchant Services for processing under this Agreement including, for the avoidance of doubt, Chargeback liabilities associated with Transactions relating to any third-party(ies) that your Business partners with ("**Partner(s)**");
- b. comply with all Applicable Laws and Scheme Rules (including without limitation Applicable Laws and Scheme Rules regarding anti-money laundering, anti-terrorist funding activities and related customer due diligence) that apply to (A) the boarding of your Partners and (B) the provision of goods and services to those Partners;
- c. monitor your Partners for unusual activity or activity that may be in breach of Applicable Laws or harmful to AIB Merchant Services, Cardholders and/or any Schemes and promptly take all prudent measures and actions necessary to address such unusual or harmful activity if it arises;
- d. without undue delay comply with any reasonable request by us to suspend or terminate any of your Partners in order to meet your or our obligations under Applicable Law, Scheme Rules and/or these Terms and Conditions, and take any other related action reasonably required by us. For the avoidance of doubt, AIB Merchant Services shall have discretion to withdraw support for any Partner, and/or any Transactions associated with such Partner, if that Partner breaches Applicable Laws or Scheme Rules; and

- e. as applicable, obtain and maintain, as necessary, any applicable licences, permissions, consents or authorisations required by you under Applicable Laws (including without limitation under the Payment Services Directive (EU) 2015/2366 and/or relevant national implementing legislation) at any time in order to operate your Business and/or otherwise perform your obligations under this Section 22.

23. Terms Used

3D Secure means the Three-Domain Secure protocol developed by Visa and for the Agreement includes "Verified by Visa" and "Mastercard SecureCode" and such other programmes notified to you by us from time to time;

Acquirer means AIB Merchant Services;

Agreement has the meaning set out in paragraph E of the Preface;

AIB Merchant Services means First Merchant Processing (UK) Limited authorised by the UK Financial Conduct Authority under the Payment Service Regulations 2017 (register number 978310) for the provision of payment services and having its registered office at A&L Goodbody, Augustine House, 6a Austin Friars, London, United Kingdom, EC2N 2HA;

Applicable Law means any and all regional, national, local or other laws, statutes, regulations, rules, codes or ordinances enacted, adopted, issued or promulgated in any jurisdiction in the world by any court or regulator, to the extent applicable to us or you, our or your business, or our or your performance of obligations under this Agreement;

Authorisation means the process of referring a Transaction to the Authorisation Centre for approval for the Transaction to go ahead and to verify that, at the time of the Transaction, there is available credit on the relevant Card and that the Card has not been reported lost or stolen;

Authorisation Centre means the AIB Merchant Services credit card centre or such other centre as we may from time to time establish and notify to you;

Authorisation Code means a code number advised by the Issuer to us in respect of a particular Transaction during the course of Authorisation;

Bank means Allied Irish Banks p.l.c, authorised and regulated by the Central Bank of Ireland as a credit institution under reference number C21174. Allied Irish Banks p.l.c. is a public limited company registered at the Companies Registration Office under CRO number 24173;

Banking Day means any day the Bank is open for business;

Business means your business as a merchant as described in the Agreement or such other description as we may agree from time to time;

Card means all valid and current payment cards or other payment instrument approved by us and notified to you in writing from time to time;

Cardholder means an individual, company, firm or other body to whom a credit or debit Card has been issued and who is authorised to use that Card;

Cardholder's Account means an account in the name of the Cardholder, as identified in the Card Number;

Card Not Present or CNP means an order for services where the Card or the Cardholder is not physically present at your premises at the time of the Transaction, and includes Electronic Commerce Transactions and Mail/Telephone Transactions;

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

Chargeback means a demand by Issuer or a Scheme to be repaid a sum of money by us in respect of a Transaction which has been previously subject to Settlement and for which we have been paid by the relevant Scheme;

Contract Year means a period of twelve (12) months commencing on the date of deemed acceptance of the Agreement, thereafter, the period of twelve (12) months commencing on each anniversary of that date;

Controller has the meaning given in the GDPR;

Customer Data means all Personal Data relating to a Cardholder which is processed by either party in connection with the Agreement;

CVV2/CVC2 means the three digit security code printed on the reverse of Cards and intended to enhance the authentication of the Card;

Data Protection Laws means the GDPR, the UK Data Protection Act 2018 and any other laws or regulations applicable to the Processing of Personal Data;

Data Subject has the meaning given in the GDPR;

Direct Debit means an instruction given by you to your bank to permit us to demand or initiate payment of sums due to us from your Nominated Bank Account in accordance with relevant Scheme Rules;

EEA means the European Economic Area;

Effective Date means the date on which the Agreement comes into force and being the later of (i) the date of submission to us by you of a duly completed and signed Merchant Application (to which these Terms and Conditions are appended) or (ii) AIB Transfer Date;

Electronic Commerce means a non-face-to-face on-line Transaction using electronic media in which Card details are transmitted by a Cardholder to you via the internet, the extranet or any other public or private network;

Entity means any body corporate (irrespective of the state or country under the laws of which such body was incorporated), partnership, sole proprietorship, joint venture, or other form of organisation;

Event of Default means any event referred to in the Agreement which, if it were to occur, would entitle us (or the Bank (as the case may be)) to terminate the Agreement;

Fees & Charges Schedule means the schedule listing the fees and charges payable by you to us for the Merchant Services as issued and varied by us in our absolute discretion from time to time;

Gambling Transaction means a Transaction submitted by you to us for authorisation and clearing using Merchant Category Code ("MCC") 7995 or such additional MCCs as may be designated by any Scheme from time to time with respect to games of chance or other gambling Transactions;

GDPR means Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data as retained as law in England and Wales by the European Union (Withdrawal) Act 2018;

Group in relation to each of AIB Merchant Services and the Bank means any holding company of ours, and any subsidiary of ours or of our holding company, and any affiliate of ours. For the purposes of this definition "subsidiary" and "holding company" shall have the meanings given to them in sections 1159 of the Companies Act 2006 (as amended or superseded from time to time) including any subsidiary acquired after the date of the Agreement, and affiliate shall mean when used with reference to a specific person or entity, any person or entity that, directly or indirectly, or through one or more intermediaries, owns or controls, is owned or controlled by, or is under common ownership or common control with, such specified person or entity. As used herein "ownership" means (i) the legal and/or beneficial ownership of 40% or more of the equity securities of the person or entity, and/or; (ii) the right directly or indirectly, through one or more intermediaries, to appoint a majority of the board of directors of any such person or entity;

Intellectual Property Rights means any and all (i) patents and any divisions, reissues, reexaminations, substitutes, continuations, continuations-in-part, or extensions of patents, filed or pending applications for patents, (ii) or for any divisions, reissues, reexaminations, substitutes, continuations, continuations-in-part, or extensions of patents, (iii) trademarks, service marks, logos, trade dress, trade names, corporate names, Internet domain names and addresses and general use e-mail addresses, (iv) copyrights, whether registered or unregistered, and (v) any other rights in the nature of intellectual property (whether registered or unregistered) and all applications for the same, anywhere in the world, including trade secrets, know-how, confidential or proprietary information, database rights, rights against unfair competition and goodwill;

Interchange Fees means the percentage of the value of a Transaction or other amount charged by or payable to Issuers as interchange fees for a Transaction processed on your behalf under this Agreement pursuant to and as determined in accordance with the Scheme Rules.

Issuer means an organisation that issues Cards and whose name appears on the Card as the issuer of such Card or who enters into a contractual relationship with the Cardholder for the use of the Card;

Hyperwallet means PayPal UK Ltd, a company incorporated under the laws of United Kingdom with registered number is 14741686 and its registered address is 5 Fleet Place, London, United Kingdom, EC4M 7RD;

Hyperwallet Account means the account in your name which you have advised PayPal in writing is to be debited and credited with funds due from and to you;

Hyperwallet FBO Account means the bank account in Hyperwallet's name which you have advised AIB Merchant Services or, with your express authority, Hyperwallet has advised AIB Merchant Services in writing is to be debited and credited with funds due from and to you;

Losses means any and all claims, damages, demands, losses, costs, fines, penalties, liabilities and expenses (including reasonable legal fees and expenses) of an entity;

Marketplace has the meaning given to that term by the Schemes, from time to time;

Mastercard means Mastercard Inc, and any affiliate thereof and any of their successors and assigns;

MATCH means Mastercard's Member Alert to Control High-risk Merchants list;

Mail/Telephone Transaction means the processing of a Transaction arising from an order for goods and/or services made over the telephone or mail where the Card or the Cardholder is not physically present at the time of the Transaction. This often arises from mail or telephone requests for goods and/or services;

Merchant or you means the merchant (i.e. you) who has entered into the Agreement, and “your” shall be interpreted accordingly;

Merchant Application means the merchant application completed and delivered by a person or entity who wishes to receive Merchant Services on the terms of the Agreement;

Merchant Information means any information in relation to you including all of your Personal Data;

Merchant Services means the Transaction Authorisation and Settlement and related services to be provided by us to you pursuant to the Agreement;

Merchant Systems means any hardware or software used by you to access website(s) operated or maintained by us through which Transactions are submitted for processing, and all other associated systems;

Nominated Bank Account means the bank account in your name which you have advised AIB Merchant Services in writing is to be debited and credited with funds due from and to you and for which you have provided a Direct Debit authority;

Payment Card Industry Data means Security Standards or PCI DSS means a set of comprehensive requirements to minimise the potential for Card and Cardholder data to be compromised and used fraudulently, released from time to time by the PCI Security Standards Council;

PayPal means PayPal UK Ltd, a company incorporated under the laws of United Kingdom with registered number is 14741686 and its registered address is 5 Fleet Place, London, United Kingdom, EC4M 7RD;

PayPal FBO Account means the bank account in PayPal’s name which you have advised AIB Merchant Services or, with your express authority, PayPal has advised AIB Merchant Services in writing is to be debited and credited with funds due from and to you;

Payment Service Provider (PSP) means the provider of a service to enable Card payment details to be made securely over the internet;

Personal Data has the meaning given in the GDPR;

PIN means personal identification number. This is the secret number used by Cardholders with chip Cards to authorise Transactions to be debited to their account;

Processor has the meaning given in the GDPR;

Processing has the meaning given in the GDPR;

PSP Agreement means the agreement with a Payment Service Provider for the provision of certain services to you;

Recurring Transaction means a Transaction which the Cardholder has agreed can be debited to their Cardholder's Account at agreed intervals or on agreed dates. The Transaction can be for a specific amount or for an amount due to Merchant for an ongoing service or provision of goods;

Refund means where you agree to make a refund to the Cardholder's Card of the whole or part of any sum authorised by a Cardholder to be debited to their Cardholder's Account;

Regulated Card means any Card that is not an Unregulated Card;

Relationship Agreement means the agreement between you and PayPal for the provision of services;

Scheme Fees means the assessment and other fees charged by a Scheme for or in respect of processing under this Agreement pursuant to and as reasonably determined by AIBMS on a periodic basis in accordance with the Scheme Rules;

Schemes means Visa Mastercard, Maestro, and such other schemes notified to you by AIB Merchant Services from time to time.

Scheme Rules means the rules and operating instructions issued by particular Schemes from time to time;

Settlement means the payment of amounts to be reimbursed by us to you or by you to us under the Agreement;

Set-up Fee means the once-off set-up fee shown in the Fees and Charges Schedule payable by you to us;

Software means all protocols, software components and other interfaces and software relating to any gateway services provided by us to you or accessed by you pursuant to the Agreement, and any and all updates;

Statement means the regular advice provided to you advising of the Transactions performed by you and the charges due by you;

Sub-Processor means any Processor engaged by us to process the Customer Data;

Terminal means an electronic device used to capture Card details, for obtaining Authorisations and submitting Transactions to a Card Transaction acquirer; the term also includes any PIN entry device (PED) if it is a separate device;

Termination means the termination of the Agreement by any of the parties in accordance with Section 15;

Termination Events means each of the events set out in Sections 15 (c), 15(d) or 15 (f) (inclusive);

Transaction means an act between the Cardholder and you regarding the purchase or return of goods and/or services where the Cardholder uses its Card to pay for goods and/or services that results in the generation of a Transaction Record for the provision of goods and/or services and/or Refunds;

Transaction Data means all data relating to Transactions;

Transaction Record means the particulars of a Transaction required from you by us in order to process a Transaction in the form as prescribed by us;

Unregulated Card means any Card that is either a commercial card (as defined in Regulation (EU) 2015/751) or a Card which is issued by a Card Issuer located outside the UK or EEA;

Visa means Visa International, Inc; and

VMAs means Visa Merchant Alert System.

Schedule 1

AIBMS MERCHANT PRIVACY NOTICE

This Notice applies to Personal Data of staff, employees, principals and contractors of Merchants (“you” or “your”). This Notice describes how AIB Merchant Services (the trading name of First Merchant Processing (UK) 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 Privacy

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.

AIB Merchant Services will be the Controller of Personal Data in relation to the Merchant Services.

To contact us in relation to our use of your Personal Data or to exercise your rights, you can write to us at Augustine House, 6a Austin Friars, London, United Kingdom, EC2N 2HA or by email on DPO@aibms.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 collect your name, address and other contact information from Allied Irish Banks p.l.c.;

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 AIB Merchant Services, 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 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.

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 | Legal Basis |
|--------------------|-------------|
| | |

| | |
|--|---|
| Details regarding each processing purpose listed below are provided in the paragraph above this table | |
| 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. |
| <ul style="list-style-type: none"> • Verifying your identity, credit checking, credit scoring and debt detection • Developing scoring criteria • Research, development and analytics • Compliance, fraud prevention and safety Risk management | 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 law). |
| Compliance, debt detection, prevention of money laundering fraud prevention, and safety (where we have a legal obligation) and otherwise complying with law | Processing is necessary to comply with our legal obligations |

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

C. How we share your Personal Data

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

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

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

- i.any monies are not paid in accordance with the terms of our agreement with you or your company;
- ii.the Merchant has not made proposals satisfactory to AIB Merchant Services or to our agents or affiliates for repayment of the Merchant's debt, following formal demand;
- iii.the Merchant has been given at least twenty eight (28) calendar days' notice of our intention to disclose; and/or
- iv.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 the law, we or our agents may disclose all information you or your employer provide to us or our agents to:

- v.other companies in the AIB Merchant Services group (AIB Merchant Services' holding company, its subsidiaries, and its holding company's subsidiaries, and their associated companies from time to time) or the Allied Irish Banks p.l.c group 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;
- vi.the Schemes (Visa, MasterCard, Maestro, and such other schemes notified to you by AIB Merchant Services from time to time) where the rules and operating instructions issued by particular Schemes from time to time require us to do so or to any regulatory body as required under any applicable law or regulations;
- vii.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;
- viii.any party who participates or wishes to participate, wholly or in part, in the financing of any of our products and services;
- ix.any insurance company for the purposes of insuring risk and/or your guarantor (if applicable); and
- x.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 we will store your Personal Data

We transfer your Personal Data within our group of companies, including outside of the United Kingdom, European Economic Area ("the EEA") and Switzerland (collectively

Europe). Whenever we transfer your Personal Data out of Europe within our group to countries not deemed by the government of the United Kingdom 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-europe/privacy/binding-corporate-rules/>.

When we transfer Personal Data outside Europe to third parties in countries not deemed by the government of the United Kingdom to provide an adequate level of protection for Personal Data, the transfer will be made pursuant to:

- A contract approved by the European Commission (known as 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 law of the United Kingdom.

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 Europe.

E. How long we will keep your Personal Data

We retain Personal Data for as long as necessary to (a) provide the service under our agreement with you or your company; (b) comply with legal obligations; (c) resolve disputes; and (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.
- *Erase.* 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.

You can submit requests to exercise these rights, and to ask us to reconsider automated decisions, by contacting AIB Merchant Services at our registered office: at Augustine House, 6a Austin Friars, London, United Kingdom, EC2N 2HA, or by email on DPO@aibms.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.

- 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's Office (for more information go to <https://ico.org.uk/make-a-complaint/>).

Schedule 2

Gambling Transactions

Where you have indicated to us (whether on the Merchant Application or otherwise) that you wish to raise Gambling Transactions and we have agreed to this, the following paragraphs apply in addition to the rest of these Terms and Conditions. In the event of any

inconsistency with any other provisions of these Terms and Conditions, this Schedule 2 shall prevail to the extent of any such inconsistency.

In undertaking Gambling Transactions, you agree to the following:

1. 1 Definitions

In this Schedule 2, the following words shall have the following meanings unless the context otherwise requires:

| | |
|---|--|
| BIN Blocked or BIN Block or Bin Blocking | means full and complete blocking of bank identification number(s) (BIN)(s) as we may notify you in writing from time to time; |
| Gambling Merchant | means a Merchant authorised by us to accept Gambling Transactions; |
| MasterCard Gambling Payment Transaction | means the disbursement of gambling winnings by you to the same MasterCard Card used in the initial Gambling Transaction to place the gambling stake with you; |
| Other Requisite BIN Block Territories | means any countries or states that we may notify to you in writing from time to time who or which must be BIN Blocked by you in accordance with the requirements of this Schedule 2; and |
| Visa Original Credit | means the disbursement of gambling winnings by you to the same Visa Card used in the initial Gambling Transaction to place the gambling stake with you. |

1. 2 Bin Blocking

a. You shall:

- i. ensure and undertake that you will (and will procure that your affiliates and agents will) at all times BIN Block US Cardholder Transactions and Transactions from Other Requisite BIN Block Territories as we may notify you from time to time;
- ii. immediately notify us of any attempt to bypass your BIN Blocking; and

- iii. utilise (and will ensure that your affiliates and agents will) utilise, at all times, software that incorporates all necessary controls for the purposes of filtering and controlling (including IP blocking), bet and deposit limits, self-exclusion features, temporary and permanent account locks, player and card verification, negative databases as well as customer support features;
- b. Without limiting the obligations owed by you under this Schedule 2 (which are not in any way waived or deemed waived or diminished by this sub-paragraph), we may notify you at any time in writing of our requirement for a BIN to be BIN Blocked.
- c. Where we have reason to believe that an infringement or attempted infringement of your Bin Blocking obligations is occurring, or is likely to occur, we reserve the right to terminate the Agreement with immediate effect by notice to you.

1. 3 Compliance with Scheme Rules and Applicable Laws

Unless otherwise required by relevant Scheme Rules, you agree that:

- a. you shall only disburse winnings as a Visa Original Credit or MasterCard Gambling Payment Transaction and not as an ordinary Refund;
- b. Visa Original Credits and MasterCard Gambling Payment Transactions shall only be used, provided that the Gambling Transaction which represents the winning stake was lawfully made and properly identified and processed in accordance with all Applicable Law and Scheme Rules;
- c. all Gambling Transactions submitted for authorisation and clearing shall use the MCC 7995 or such other MCC as notified by us from time to time;
- d. for the processing of MasterCard Gambling Payment Transactions, you shall be 3D Secure enabled;
- e. at the time of a Gambling Transaction, you shall request that MasterCard Cardholders identify the state or foreign country where they are physically located and you shall record the response received together with the MasterCard Cardholder's account number, the date the Gambling Transaction was made and the gambling stake amount and retain this information for eighteen (18) months from the date the Gambling Transaction was made;

- f. you shall post a notice on your website, in a clear and prominent place, advising MasterCard Cardholders that internet gambling may not be lawful in some countries, including the United States and that MasterCard Cardholders should check whether internet gambling is lawful under Applicable Law;
- g. unless otherwise required by Applicable Law, you will maintain during the continuation of the Agreement a properly issued and valid gambling licence issued to you in your name by the appropriate authority in the country in which you conduct your Business, and you undertake to notify AIB Merchant Services, immediately in writing if any gambling licence is suspended, revoked or not renewed; and
- h. (and acknowledge that) AIB Merchant Services, as required by MasterCard, shall register you in MasterCard's Merchant Registration Programme (MRP) as a Gambling Merchant and that AIB Merchant Services will complete the MRP registration on your behalf and shall debit your Nominated Bank Account for any associated registration fees accordingly.

FIRST DATA AGREEMENT FOR CARD PROCESSING SERVICES

This Commercial Entity User Agreement for card processing services ("Commercial Entity Agreement" or "CEA") is provided to all PayPal Braintree Users that are required to enter into a direct agreement with the Member in accordance with Network Rules (defined below) and that have a PayPal Braintree Payment Services Agreement. Each such entity or person receiving this document is hereby referred to as "Merchant".

This CEA constitutes Merchant's direct legally binding contract for card processing services between (1) Merchant; (2) Member (as defined below).

Member may terminate its provision of card processing services and enforce or rely on any term or provision of the Merchant's PayPal Braintree Payment Services Agreement ("PSA") expressed for the benefit of PayPal Braintree, all of which are incorporated in this CEA by reference. In this CEA, "we", "us" and "our" refers to Member and "you" and "your" to Merchant.

Any reference to the PSA means the PayPal Braintree Payment Services Agreement made between PayPal Braintree and Merchant and the services supplied under the PSA as "PayPal Braintree Services".

For the purpose of this CEA, "Member " shall mean (a) First Data Europe Limited, a limited company registered in England and Wales (registration number 02012925) with its

registered office at Janus House JH/1/D, Endeavour Drive, Basildon, Essex, SS14 3WF, United Kingdom (FDEL) if Merchant is based in the United Kingdom; and (b) First Data GmbH, a limited company under registered German law (local court Bad Homburg, registration number HRB 14567) with its registered office at Marienbader Platz 1, 61348 Bad Homburg v.d.H., Germany (FD GmbH) is based in the European Economic Area (EEA).

By accepting the Commercial Entity Agreement, Merchant agrees to the terms and conditions of this CEA and any documents incorporated by reference. Merchant further agrees that this CEA forms a legally binding contract between Merchant and Member. Any rights not expressly granted herein are reserved by Member. Descriptions of material amendments to this CEA will be provided as applicable. Any capitalised terms used in this CEA and not otherwise defined shall have the meanings set forth in the PSA.

1. Network Rules

1. **1. Deposit Transactions.** Merchant agrees that it shall only submit card transactions that directly results from bona fide cardholder transactions with that Merchant. Merchant agrees that it will not submit a transaction until Merchant: (i) obtains an authorisation, (ii) completes the transaction, and either: (iii) ships or provides goods, (iv) performs the purchased service, or (v) obtains the cardholder's consent for a recurring transaction.
1. **2. Anti Money Laundering.** Merchant agrees that it shall not submit a transaction that does not result from a purchase of goods or services between the cardholder and Merchant. Merchant will provide information required by applicable law with respect to Merchant and, if Merchant is classified as one of the entities listed under Section 1.16 through 1.19, for any entities it transacts with.
1. **3. Split Transactions.** Split sales transactions are not allowed. Specifically, Merchant agrees that it will not use two or more sales transaction receipts for a single transaction to avoid or circumvent authorisation limits, or monitoring programs.
1. **4. Minimum or Maximum.** Merchant agrees that it shall not set minimum or maximum transaction amounts as a condition of honouring Visa and Mastercard cards.
1. **5. Surcharges.** Merchant agrees that it will not impose surcharges on debit card transactions. Subject to any express variations permitted by applicable law.

1. **6. Visa and Mastercard Marks.** Merchant is authorised to use the Visa and Mastercard logos or marks only on Merchant's promotional materials and website to indicate that Visa and Mastercard cards are accepted as payment for the business goods and services. Merchant agrees that it shall not use the logos and marks either directly or indirectly, to imply that Visa or Mastercard endorses Merchant's goods or services; nor may Merchant refer to Visa or Mastercard when stating eligibility requirements for purchasing its products, services, or memberships.
1. **7. Credit Vouchers.** Credit vouchers may not be submitted for non-credit transactions. Merchant agrees that it shall not: (i) accept a payment from a card holder for the purpose of depositing funds to the cardholder's Account, or (ii) process a credit transaction without having completed a previous debit transaction with the same cardholder.
1. **8. Cash Disbursements.** Merchant agrees that if it sells travellers cheques or foreign currency that Disbursements shall be limited to the value of cheques, Visa TravelMoney, or currency sold in a single transaction, plus any applicable commissions. Merchant agrees that under no circumstances shall a Visa or Mastercard transaction represent collection of a dishonoured cheque.
1. **9. Authorisation Requirements.** Merchant agrees to obtain an authorisation for all transaction amounts.
1. **10. Discrimination.** Merchant agrees that it shall not engage in any acceptance practice that discriminates against or discourages the use of Visa or Mastercard in favour of any other acceptance brand.
1. **11. Present Transactions within 30 Business Days.** Merchant agrees that a debit transaction shall not be presented until after the goods are shipped, or services provided, unless, at the time of the transaction, the cardholder agrees to a properly disclosed delayed delivery of the goods or services. Merchant agrees that when it receives authorisation for delayed presentment, the words "Delayed Presentment" or something substantially similar must be disclosed to the cardholder.
1. **12. Fraudulent or Unauthorised Use of Account Information Prohibited.** Merchant agrees that it shall not request or use Visa or Mastercard Account number information for any purpose that it knows or should have known to be fraudulent or in violation of applicable law, Visa and

Mastercard standards, Network Rules, the PSA, or this CEA, or for any purpose that the cardholder did not authorise.

1. **13. Merchant Identification.** Merchant agrees to prominently and unequivocally inform the cardholder of the identity of the Merchant at all points of interaction so that the cardholder readily can identify the transaction.
1. **14. Access to Cardholder Data and Card Data Security.** You acknowledge that some PayPal Braintree Services do not provide you access to Cardholder Data (defined as a cardholder's account number, expiration date, and CVV2) for payments received by you through such services. In relation to such PayPal Braintree Services, you agree you shall not request access to Cardholder Data from either PayPal Braintree or any customer making payment. To the extent you do receive Cardholder Data in connection with the PayPal Braintree Services, you agree (x) to the extent the PayPal Braintree Services do not inherently provide you access to such Cardholder Data, to promptly notify Member and PayPal Braintree of such and (y) that at all times you shall be compliant with the Payment Card Industry Data Security Standards ("PCI-DSS") and that you shall certify such compliance in accordance with Network Rules, or when asked by PayPal Braintree to do so. You also agree that you will use only PCI-DSS compliant service providers in connection with the storage, or transmission of Cardholder Data. You must not store CVV2 data at any time. If you receive Cardholder Data in connection with the PayPal Braintree Services, you further agree that you will not (i) use the Cardholder Data for any purpose other than to support payment for your goods and services, or acceptance of donations, (ii) use the Cardholder Data for any purpose that you know or should know to be fraudulent or in violation of any applicable law or Network Rules, (iii) sell, purchase, provide, or exchange in any manner or disclose Cardholder Data to anyone other than your acquirer (in this case the Member), Visa, or Mastercard (as applicable), or in response to a government request.
1. **15. Limited Acceptance.** Pursuant to the Network Rules, you understand that you are allowed to limit your acceptance to either (i) only accept non-PIN debit transactions; or (ii) only accept credit card transactions; however, by using PayPal Braintree Services you are electing full acceptance.
1. **16. Marketplace Requirements.** If you are a Marketplace (as determined by, and registered with, the Networks), you represent, warrant and agree as

follows: (i) you and your retailers will comply with the Network Rules and applicable law (including obtaining and maintaining required licenses, permits and other legally required authorizations (**Licensing**)) in relation to the processing of transactions using the PayPal Braintree Services and your provision of services to cardholders and retailers on your platform; (ii) you are permitted to submit transactions through the PayPal Braintree Services for retailers located in a different country than where you are domiciled, provided that any such transactions are compliant with applicable law in both your and the retailer's country and retailers are located in a country for which you have Licensing, if Licensing is required by applicable law; (iii) you will enter into a legally binding contractual relationship with each retailer before submitting transactions through the PayPal Braintree Services on the retailer's behalf; (iv) you will immediately comply with Member's instruction to prohibit individual retailers from participating in the Networks and to immediately stop submitting transactions through the Networks via the PayPal Braintree Services for any individual retailer for good cause or upon a Network's or government agency's request; (v) you are liable for all acts, omissions, buyer disputes, and other cardholder customer service-related issues arising from and/or caused by your retailers; (vi) you are responsible and financially liable for all transactions you submit through the PayPal Braintree Services on behalf of a retailer; (vii) you must not transfer or attempt to transfer your, or permit a retailer to transfer or attempt to transfer its, financial liability by asking or requiring cardholders to waive their dispute rights; (viii) you must submit transactions through the PayPal Braintree Services only on behalf of retailers that use your platform's website or mobile application to sell goods and services to, or accept donations from, cardholders; and (ix) you must not knowingly enter into a contract with a retailer whose card acceptance agreement was terminated at the direction of a Network or a government agency.

1. **17. Digital Wallet Operator Requirements.** If you are a Digital Wallet Operator (as determined by, and registered with, the Networks), you represent, warrant and agree as follows: (i) you and your retailers will comply with the Network Rules and applicable law (including obtaining and maintaining Licensing, if required by applicable law) in relation to the processing of transactions using the PayPal Braintree Services and your provision of services to cardholders and retailers on your platform; (ii) you may not use the PayPal Braintree Services to process transactions as or for a

third party Staged Digital Wallet Operator (as defined from time to time by the Networks); (iii) you must provide the names of principals and their country of domicile for each of your retailers and transaction reports to us or to the Networks upon request as well as any additional information required under applicable law; (iv) you will enter into a legally binding contractual relationship with each retailer before submitting transactions through the PayPal Braintree Services on the retailer's behalf; (v) you will immediately comply with Member's instruction to prohibit individual retailers from participating in the Networks and to immediately stop submitting transactions through the Networks via the PayPal Braintree Services for any individual retailer for good cause or upon a Network's or government agency's request; (vi) you are liable for all acts, omissions, cardholder disputes, and other cardholder customer service-related issues arising from and/or caused by you or your retailers; (vii) you are responsible and financially liable for all transactions you submit through the PayPal Braintree Services on behalf of a retailer; (viii) you must not transfer or attempt to transfer your, or permit a retailer to transfer or attempt to transfer its, financial liability by asking or requiring cardholders to waive their dispute rights; and (ix) you must not knowingly enter into a contract with a retailer whose card acceptance agreement was terminated at the direction of a Network or a government agency.

1. **18. Consumer Bill Payment Service Provider Requirements.** If you are a Consumer Bill Payment Service Provider (as determined by, and registered with, the Networks), you represent, warrant and agree as follows: (i) you and your billers will comply with the Network Rules and applicable law (including obtaining and maintaining Licensing, if required by applicable law) in relation to the processing of transactions using the PayPal Braintree Services and your provision of services to cardholders and billers; (ii) you are permitted to submit transactions through the PayPal Braintree Services only where the provision of the underlying goods/services of the transaction and the biller are both located in either the UK or the EEA as the case may be and only within the same country if further required by applicable Licensing; (iii) you will immediately comply with Member's instruction to prohibit individual billers from participating in the Networks and to immediately stop submitting transactions through the Networks via the PayPal Braintree Services for any individual biller for good cause or upon a Network's or government agency's request; (iv) you are liable for all acts, omissions, disputes, and other

cardholder customer service-related issues arising from and/or caused by you or your Billers; (v) you are responsible and financially liable for all transactions you submit through the PayPal Braintree Services on behalf of a biller.

1. **19. Business Payment Solutions Provider Requirements.** If you are a Business Payments Solution Provider (as determined by, and registered with, the Networks), you represent, warrant and agree as follows: (i) you and your suppliers will comply with the Network Rules and applicable law (including obtaining and maintaining Licensing, if required by applicable law) in relation to the processing of transactions using the PayPal Braintree Services and your provision of services to cardholders and suppliers; (ii) you are permitted to submit transactions through the PayPal Braintree Services only for suppliers located in either the UK or the EEA as the case may be and only within the same country if further required by applicable Licensing; (iii) you will immediately comply with Member's instruction to prohibit individual suppliers from participating in the Networks and to immediately stop submitting transactions through the Networks via the PayPal Braintree Services for any individual supplier for good cause or upon a Network's or government agency's request; (iv) you are liable for all acts, omissions, disputes, and other cardholder customer service-related issues arising from and/or caused by you or your suppliers; (v) you are responsible and financially liable for all transactions you submit through the PayPal Braintree Services on behalf of a supplier.
2. **Payment settlement and fees.** Merchant authorises and directs Member to pay to PayPal Braintree all settlement funds owed to you. PayPal Braintree shall serve as Merchant's agent for the purposes of receiving proceeds of card processing services from Member and shall be responsible for settling such amounts to you, provided such settlement instructions are allowed under applicable law. Member's settlement obligations are fulfilled upon settling funds as instructed by PayPal Braintree. In addition, Merchant authorises Member to deduct from settlement funds, all fees and other amounts due to PayPal Braintree by Merchant under or in connection with the PSA.
3. **Card Networks.** Visa Europe Ltd, Visa U.S.A., Inc. and Visa International ("Visa") and Mastercard International Incorporated ("Mastercard") (the "Networks") have developed rules and regulations (the "Network Rules") that govern their member banks and merchants in the procedures, responsibilities and allocation of risk for

payments made through the Networks. By accepting this CEA, Merchant is agreeing to comply with all such Network Rules.

4. **Merchant's Refund Policy must be on Merchant's Website.** If Merchant limits refund/exchange terms or other specific conditions for Card sales, Merchant's POLICY MUST BE CLEARLY PROVIDED TO THE CARDHOLDER PRIOR TO THE SALE AND AS PART OF YOUR SALE CONFIRMATION PROCESS. Proper disclosure should, for example, include wording that is prominently displayed and states "no refund, exchange only", or something substantially similar and should also include any special terms that are applicable; please note that qualifying refund or exchange terms will not completely eliminate a Merchant's liability for a refund because consumer protection laws and Network Rules frequently allow the cardholder to still dispute these items. In particular, by complying with distance selling regulations, where applicable, which allow a consumer to cancel its contract with the Merchant within a defined period and receive a refund.
5. **Chargebacks and other amounts.** Merchant shall use all reasonable methods to resolve disputes with Merchant's customers. Should a chargeback dispute occur, Merchant shall promptly comply with all requests for information from PayPal Braintree. Merchant shall not attempt to recharge a customer for an item that has been charged back, unless the customer has authorized such actions. Merchant is liable for all chargebacks that are resolved in favour of the customer, and agrees that the Member may deduct any such chargebacks from Merchant's settlement funds or debit your nominated account for receipt of settlement funds or any other account that Merchant holds with the Member. Member may also set-off any other liability of Merchant to Member under or in connection with this CEA against the Merchant's settlement funds. Member may also debit your nominated account for receipt of settlement funds or any other account that Merchant holds with the Member for any other liability of Merchant to Member under or in connection with this CEA.
6. **Term and Termination.** This CEA is effective upon the date Merchant accepts the terms and conditions set out herein and continues so long as Merchant has a PSA or until terminated by Merchant or Member, provided that those terms which by their nature are intended to survive termination (including without limitation, indemnification and chargeback obligations and limitations of liability) shall so survive termination. This CEA may be terminated by Member at any time based on a breach of any of Merchant's obligations hereunder or for any other reason that Member or PayPal Braintree reasonably deems a credit, regulatory, applicable law,

or Network risk. This CEA will terminate automatically upon any termination of Merchant's PSA.

7. **Indemnification.** Merchant agrees to indemnify, defend, and hold Member harmless from and against all losses, liabilities, damages and expenses (including legal fees and collection costs) which the Member and/or its affiliates or agents may suffer or incur arising from any breach of any warranty, covenant or misrepresentation by Merchant under this CEA, or arising as a result of any tortious conduct by Merchant or Merchant's employees or agents, in connection with Card transactions or otherwise arising from Merchant's provision of goods and services to cardholders or from any contravention of any legal requirements.
8. **Assignment/Amendments.** This CEA may not be assigned by Merchant without the prior written consent of Member. Member may assign their rights under this CEA without Merchant's consent and subject to the Network Rules. This CEA may be amended by Member as provided under the PSA, and otherwise shall not be modified in any respect without the express written agreement of the Member.
9. **Warranty disclaimer.** This CEA is a service agreement. We disclaim all representations or warranties, express or implied, made to Merchant or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any goods provided incidental to the services provided under this CEA to the extent permitted by law.
10. **Logo usage.** In using each other's logos and other trademarks, each agrees to follow the guidelines prescribed by the other, as notified by the parties to each other from time to time.
11. **Limitation of Liability.** Notwithstanding anything in this CEA to the contrary, in no event shall the parties hereunder, or their affiliates or any of their respective directors, officers, employees, agents or subcontractors, be liable under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages. Notwithstanding anything in this CEA to the contrary, in no event shall we be liable or responsible for any delays or errors in our performance of the services caused by our service providers or other parties or events outside of our reasonable control, including

PayPal Braintree. Notwithstanding anything in this CEA to the contrary, the parties' cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever (including, but not limited to, those arising out of or related to this CEA) and regardless of the form of action or legal theory and whether or not arising in contract or tort (excluding negligence and wilful misconduct) shall not exceed £30,000 if you are domiciled in the United Kingdom or €30,000 if you are domiciled in the European Economic Area. Nothing in this CEA shall exclude or limit any liability of any party for death or personal injury caused by negligence or fraud, deceit or fraudulent misrepresentation, howsoever caused.

12. **Enforceability.** No term of this CEA shall be enforceable by a third party and in particular a person who is not a party to this CEA has no rights under the Contracts (Rights of Third Parties) Act 1999, if applicable, to enforce or enjoy any of the benefits of this CEA (being a person other than the parties and their permitted successors and assignees).
13. **Governing Law.** Governing law with respect to this CEA shall be the laws of England and Wales for Merchants located in the United Kingdom and the laws of Ireland for Merchants located in the EEA. Each party hereby submits to the non-exclusive jurisdiction of the courts of England and Wales or Ireland, as applicable.
14. **Waiver.** The failure of a party to assert any of its rights under this CEA, including, but not limited to, the right to terminate this CEA in the event of breach or default by the other party, will not be deemed to constitute a waiver by that party of its right to enforce each and every provision of this CEA in accordance with its terms.
15. **Relationship between the Parties; No Partnership or Agency; Independent Contractors.** No agency, partnership, joint venture or employment relationship is created between Merchant or Member by way of this CEA. In the performance of their respective obligations hereunder, the parties are, and will be, independent contractors. Nothing in this CEA will be construed to constitute either party as the agent for the other for any purpose whatsoever. Neither party will bind, or attempt to bind, the other party to any contract or the performance of any obligation, and neither party will represent to any third party that it has any right to enter into any binding obligation on the other party's behalf.
16. **No Illegal Use of Services.** Merchant will not access and/or utilise the Services for illegal purposes and will not interfere or disrupt networks connected with the Services.

17. Severability. Whenever possible, each provision of this CEA will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof will be prohibited by or determined to be invalid by a court of competent jurisdiction, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this CEA.

18. Processing of Personal Data

18. 1. For the purposes of this Agreement and Member's processing of Merchant Personal Data in connection with the provision of card processing services, both, Member and Merchant, are each, separately, a Controller. Merchant shall process Merchant Personal Data in compliance with Data Protection Law applicable to Merchant. Member shall process Merchant Personal Data in compliance with Data Protection Law applicable to Member.

18. 2. **Purposes:** Member will only process the Company Personal Data (a) as required in order to meet its obligations pursuant to this Agreement; (b) as agreed in writing between the parties (c) as required or allowed by applicable law to which Member is subject; (d) for fraud prevention or investigation purposes, or other risk management purposes; (e) for customer identification and information verification purposes, including in connection with "know your customer", anti-money laundering or anti-terrorism financing purposes; in accordance with Network Rules; (f) to enforce the rights of Member, or the rights of other persons in a financial transaction; (g) to comply with Member policies applicable to its obligations under this Agreement, including to protect the security of the Merchant Personal Data; or to operate, maintain, improve, and provide the features and functionality of Member's products and services and provide additional products and services.

18. 3. **Transparency:** As a Controller of the Merchant Personal Data, Merchant 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 (Customer Privacy Notice), which notice shall enable Member to notify data subjects about Member's use of Personal Data in the products and services Member provides. As a Controller of the Merchant Personal Data, Member will provide, with Merchant's 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 (Acquirer Privacy Notice). Merchant will make available the information notices to any of Merchant’s cardholders, employees, staff or contractors prior to their Personal Data being provided to Member in connection with this Agreement.

18. 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 the Merchant Personal 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 Controller and, where this relates to the other party’s processing, notify data subjects that the other party is a separate 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.

18. 5. **Notices:** All notices and other communications between the parties under this Clause 16 must be provided in accordance with this Agreement and, in the case of Merchant, also by email to Member’s Data Protection Officer, DPO@fiserv.com.

18. 6. For the purposes of this Clause 16, the following terms shall have the following meanings:

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| Data Protection Law | the GDPR; the European Privacy and Electronic Com Directive (Directive 2002/58/EC) (as amen replaced from time to time, including by an on privacy and electronic communications any other applicable laws to be complied v regarding the processing of Personal Data. |
| GDPR | means the General Data Protection Regula (Regulation (EU) 2016/679 on the protectio persons with regard to the processing of pe |

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| | and on the free movement of such data, of European Parliament and of the Council of 2016) (as amended from time to time). |
| Merchant Personal Data | means all personal data relating to a cardholder processed by either party in connection with this Agreement. |

In addition to the terms defined in Clause 16.6, for the purposes of this Agreement, "personal data", "controller", "processing" and "data subject", shall have the meanings ascribed to them under GDPR.

Important Member Responsibilities:

- a. Member, and not PayPal Braintree, is the entity approved to extend acceptance of Network products directly to you.
- b. Member must be a principal (party) to this CEA.
- c. Member is responsible for educating you on pertinent Visa and Mastercard Rules with which you must comply; but this information may be provided to you by PayPal Braintree.
- d. Subject to Section 2 of this CEA, Member is responsible for and must provide settlement funds to you.
- e. Member is responsible for all settlement funds prior to funding you (or PayPal Braintree as your agent).

Important Merchant Responsibilities:

- a. Ensure compliance with cardholder data security and storage requirements.
- b. Maintain fraud and chargebacks below Network thresholds.
- c. Review and understand the terms of this CEA.
- d. Comply with Visa and Mastercard rules and applicable law.