

## 1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words shall have the following meanings:

- 1.1.1 **"Affiliate"** Means, when used with reference to a specific Person, any Person 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 specific Person. As used herein, "control" means the power to direct the management or affairs of a Person and "ownership" means the beneficial ownership of more than 50% of the voting equity securities of the Person; provided that neither party shall be deemed the Affiliate of the other.
- 1.1.2 **"Agreement"** Means this agreement, comprising the Order Form, the Terms and Conditions and the Schedules.
- 1.1.3 **"Business Day"** Means any day that is not a Saturday, Sunday or public holiday in Ireland.
- 1.1.4 **"Card Payment Mechanism"** A Payment Mechanism selected and listed under the heading "Card Payment Mechanisms" in the "Intelligent Payments Engine" section of the Order Form.
- 1.1.5 **"Charges"** The fees payable to Intelligent Payments by Merchant in respect of the provision of the Intelligent Payments Platform and the Gateway Services in accordance with Gateway Charges, Schedule 2.
- 1.1.6 **"Confidential Information"** is defined in Section 8
- 1.1.7 **"Consequential Damages"** Means any liability, loss, expense or damage, whether in an action arising out of breach of warranty, breach of contract, delay, negligence, strict tort liability or otherwise, for indirect, special, reliance, punitive, incidental or consequential damages including, without limitation, loss of revenues, profits or production
- 1.1.8 **"DPA"** The Data Protection Act 1998 and all and any other applicable privacy laws, codes of practice, regulations and other similar legislation in force from time to time.
- 1.1.9 **"Disclosing Party"** Shall have the meaning given to that term in Clause 8.1
- 1.1.10 **"Documentation"** Any specification and end-user guidance documentation relating to the Intelligent Payments Platform or Intelligent Payments Services provided by Intelligent Payments from time to time.

- 1.1.11 **“Effective Date”** The date the Intelligent Payment Services are made available to the Merchant.
- 1.1.12 **“Indemnified Party”** is defined in Section 5.1
- 1.1.13 **“Initial Term”** is defined in Clause 2.1
- 1.1.14 **“Intellectual Property Rights”** All intellectual property rights, including patents, supplementary protection certificates, petty patents, utility models, trademarks, database rights, rights in designs, copyrights (including rights in computer software) and topography rights (whether or not any of these rights are registered, and including applications and the right to apply for registration of any such rights) and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, in each case for their full term, and together with any renewals or extensions.
- 1.1.15 **“Losses”** Means any and all losses, costs, obligations, liabilities, settlement payments, awards, judgments, fines, penalties, damages, deficiencies or other charges
- 1.1.16 **“Marks”** Any logos, trademarks or other branding of the relevant party or third party.
- 1.1.17 **“MasterCard”** Means MasterCard International, Inc. and MasterCard Europe. and their successors or assigns
- 1.1.18 **“Merchant”** The company or other entity listed in the "Merchant Details" section of the Order Form.
- 1.1.19 **“Merchant Business”** The business carried on by the Merchant, which, as at the Effective Date, is described in the "Merchant Business" section of the Order Form.
- 1.1.20 **“Merchant Customer”** An end user of the Merchant Site.
- 1.1.21 **“Merchant Site”** The website(s) listed in the "Merchant Site" section of the Order Form.
- 1.1.22 **“Myriad Payments”** Myriad Payments Limited trading as Intelligent Payments, a company incorporated in Gibraltar with registration number 101477 whose registered office is located at Elmslie House, 51-53 Irish Town, GX11 1AA Gibraltar
- 1.1.23 **“Intelligent Payments Indemnified Party”** is defined in Section 5.2
- 1.1.24 **“Intelligent Payments Engine”** The application programming interface owned by Intelligent Payments and known as the Intelligent Payments Engine.

- 1.1.25      **“Intelligent Payments Platform”** Means the computer equipment, computer software and related equipment, technology and documentation used at any time and from time to time by Intelligent Payments to provide the Services as contemplated by this Agreement
- 1.1.26      **“Intelligent Payments Services”** Means the services selected in the "Intelligent Payments Services" section of the Order Form and described in Schedule 1
- 1.1.27      **“Order Form”** The order form set out in Part One of this Agreement.
- 1.1.28      **“PCI DSS”** Payment Card Industry Data Security Standards, its supporting documentation and any subsequent version(s) of said standard published by the Payment Card Industry (PCI) Security Standards Council (SSC) or its successor(s) from time to time
- 1.1.29      **“Payment Mechanism”** The mechanisms for online payment selected in the "Intelligent Payments Engine" section of the Order Form.
- 1.1.30      **“Payment Provider”** The provider of a Payment Mechanism.
- 1.1.31      **“Person”** means any general partnership, limited partnership, corporation, limited liability company, joint venture, trust, business trust, governmental agency, cooperative, association, individual or other entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person as the context may require
- 1.1.32      **“Receiving Party”** Shall have the meaning given to that term in Clause 8.1.
- 1.1.33      **“Schedules”** The schedules set out in Part Three of this Agreement.
- 1.1.34      **“Terms and Conditions”** The terms and conditions set out in Part Two of this Agreement.
- 1.1.35      **“Transaction”** A payment transaction in relation to a Merchant Customer via the Merchant Site, as more fully described in Schedule 2 (Gateway Charges).
- 1.1.36      **“VAT”** Value added tax as provided for in the Value Added Tax Act 1994 and any similar sales, consumption or turnover tax introduced in addition to the foregoing whether within the European Community or elsewhere in the world.
- 1.1.37      **“Visa”** Means Visa International, Inc. and Visa Europe and their successors or assigns.

1.2      In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be deemed to include the phrase "without limitation" and shall be construed as illustrative and shall not limit the sense of the words proceeding those terms.

- 1.3 In this Agreement, references to a "month" shall be to a calendar month during the Term, unless expressly stated otherwise.
- 1.4 In the event of any conflict or any inconsistency between the provisions of the documents comprising this Agreement, the provisions of the Order Form shall prevail, followed by the provisions of the Schedules and finally the provisions of the Terms and Conditions.

## 2. PAYMENT AND INVOICING

- 2.1 In consideration of the provision of the Intelligent Payments Services, Merchant shall pay to Intelligent Payments the Charges by direct debit within 28 days of issuance of an issuance by Intelligent Payments Services in accordance with the provisions of this Clause 2 and Schedule 2 (Charges).
- 2.2 In addition to the Charges, Intelligent Payments shall be entitled to invoice Merchant from time to time for any increased costs incurred by Intelligent Payments, as a result of:
  - 2.2.1 the acts and omissions of Merchant (including any changes made by Merchant to the Merchant Business); and
  - 2.2.2 any increase in the costs incurred by Intelligent Payments in respect of the goods and services of a Payment Provider,
- 2.3 All payments referred to in this Agreement are stated exclusive of VAT and all other similar taxes and duties payable in respect of such payments. All payments made by Merchant to Intelligent Payments under this Agreement shall be in EUR. Charges expressed in this agreement are exclusive of VAT. VAT may be charged as applicable and such VAT amounts will be in addition to the charges quoted.
- 2.4 If Merchant fails to pay by the due date any amount payable by it under this Agreement, Intelligent Payments shall be entitled but not obliged to charge Merchant interest on the overdue amount, payable by Merchant immediately on demand, from the due date up to the date of actual payment, after as well as before judgment, at the annual rate of LIBOR plus seven per cent (7%). Such interest shall accrue on a daily basis and be compounded quarterly. Intelligent Payments is entitled to suspend the Intelligent Payments Services in the event that payments are not made by the due date.
- 2.5 Merchant acknowledges that Merchant is solely responsible for any fees, fines or penalties imposed on Merchant by a Payment Provider.

### 3. **TERM**

- 3.1 Subject to the provisions of Clause 3.2 and 3.3 this Agreement shall commence on the Effective Date and shall continue for a period of eighteen months (18 months) thereafter (the "Initial Term"), unless terminated earlier in accordance with Clause 11
- 3.2 The period described in Clause 3.1 shall automatically be renewed for 12 months unless either of the parties to this Agreement shall give written notice to the other of a minimum of thirty days (30 days) before the completion of the Initial Term of their intention to terminate. At the end of each renewal period the contract shall automatically be renewed for a further like period unless either of the parties to this Agreement shall give written notice to the other of a minimum of thirty days (30 days) before the end of the period of their intention to terminate.
- 3.3 In the event that the Term shall have been extended in accordance with the provisions of Clause 3.2 references to the Initial Terms shall thereafter mean the extended period.

### 4. **WARRANTIES**

- 4.1 Merchant represents and warrants to Intelligent Payments as of the date hereof as follows:
- 4.1.1 that it shall comply with all regulatory and legal requirements in order to enter into this Agreement and use the Intelligent Payments Platform.
- 4.1.2 the Merchant Site and any materials provided to Intelligent Payments for integration into the Merchant Site (or for any other use pursuant to this Agreement), do not and will not for the duration of the Term contain any material which is defamatory, obscene, vulgar or indecent or may have the effect of being harassing, threatening, abusive or hateful or that otherwise discriminates against, degrades or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability, or which breaches the rights of others (including, without limitation, copyright and all other Intellectual Property Rights); and
- 4.1.3 the offer of goods or services via the Merchant Site does not and will not for the duration of the Term constitute or facilitate the encouragement, procurement or carrying out of any criminal activity or breach any law;

### 5. **INDEMNITY**

- 5.1 Merchant shall indemnify on demand and hold harmless Intelligent Payments and each of Intelligent Payments associates, officers, directors, employees, agents, shareholders and partners (the "Intelligent Payments **Indemnified Party**") from and against any and all losses, demands, claims, damages, costs, expenses and liabilities suffered or incurred by the Intelligent Payments Indemnified Party in consequence of:

- 5.1.1 any acts or omissions of Merchant Customers via the Merchant Site;
- 5.1.2 any breach by Intelligent Payments of an agreement between Intelligent Payments and a Payment Provider where such breach is solely attributable to the acts or omissions of Merchant;
- 5.1.3 any breach, non-performance or non-observance by Merchant of any agreement between Merchant and a Payment Provider.
- 5.1.4 Any breach of the Merchant's obligations with respect to Interchange Settlement, Chargebacks and credit and fraud risk, provided however, that the Merchant shall not have any obligation to indemnify Intelligent Payments or any of its Affiliates from and against Losses and Expenses to the extent that such Losses and Expenses are caused by or arise out of any wilful, unlawful or negligent act or omission on the part of Intelligent Payments or its Affiliates.

5.2 Any sum payable by non-indemnified Party to the Indemnified Party, or by Merchant to the Intelligent Payments Indemnified Party pursuant to Clauses 5.1 shall be paid free and clear of all deductions or withholdings whatsoever, save only as may be required by any applicable law. If any deduction or withholding is required by law to be made from any sum payable pursuant to Clause 5.1, the non-indemnified Party and/or Merchant shall be obliged to pay to the Indemnified Party and/or the Intelligent Payments Indemnified Party (as applicable) such sum as will, after the deduction or withholding has been made, leave the Indemnified Party with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

5.3 In the event that any sum paid to the Indemnified Party and/or the Intelligent Payments Indemnified Parties pursuant to Clauses 5.1 is or will be chargeable to tax, the non-indemnified Party shall be obliged to pay such further sum as will, after payment of the tax, leave a sum equal to the amount that would otherwise have been payable if tax had not been so chargeable and for these purposes a sum shall be regarded as chargeable to tax in circumstances where it would have been so chargeable but for the use or set off of a loss, relief, exemption, allowance, deduction or credit in respect of tax available to the Indemnified Party.

5.4 The indemnity contained in this Clause 5 is without prejudice to and in addition to any warranties, indemnities, remedies or other rights provided by law and/or statute and/or under any other provision of this Agreement for the benefit of the Indemnified Party.

## 6. EXCLUSION AND LIMITATION OF LIABILITY

6.1 Notwithstanding any other provision of the Agreement, in no event is either Party, its affiliates, agents, employees or representatives liable for any indirect, incidental, special, punitive, exemplary or consequential damages of any kind.

- 6.2 Except as otherwise expressly set forth in the Agreement, neither Party's aggregate liability under this Agreement shall exceed the total fees paid or payable by Merchant in the 1 year period immediately preceding the date in which the event giving rise to the liability occurred.
- 6.3 The limitations of liability set forth in clause 6.2 shall apply to the fullest extent of the law and do not exclude liability for: (i) damages resulting from the Merchant's breach of their obligations with respect to Interchange Settlement, Chargebacks and credit and fraud risk; (ii) Fraud or fraudulent misrepresentation; (iii) Death or personal injury caused by the negligence; and (iv) Any other liability which may not be excluded by law.

## 7. **FORCE MAJEURE**

- 7.1 Save for any accrued payment obligations, neither Party (or any person acting on its behalf) shall have any liability or responsibility for failure to fulfil any obligation under this Agreement so long as, and to the extent to which, the fulfilment of such obligation is prevented, frustrated, hindered or delayed as a consequence of a Force Majeure Event.
- 7.2 A Party claiming benefit of this provision shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event:
- 7.2.1 Notify the other Party of the nature and extent of such Force Majeure Event; and
  - 7.2.2 Use all reasonable endeavours to remove any such causes and resume performance under this Agreement as soon as feasible.
- 7.3 For the purposes of this Clause 7, a "**Force Majeure Event**" means any event beyond the control of a Party (or any person acting on its behalf), which by its nature could not have been foreseen by such party (or such person), or, if it could have been foreseen, was unavoidable, and includes strikes, lock-outs or other industrial disputes, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors and, where they are beyond the reasonable control of the party so prevented, any other acts, events, omissions or accidents, including those of the Payment Providers.
- 7.4 If either party is prevented from performance of substantially all of its obligations by force majeure for a continuous period of more than one (1) month in total, the Agreement may be terminated by either party subject to earlier termination of this Agreement in accordance with Clause 11.

## 8. **CONFIDENTIALITY**

- 8.1 Each of the parties ("**Receiving Party**") shall keep confidential and shall not disclose to any person any information, whether in written or any other form, which has been or may be disclosed to it by or on behalf of the other party ("**Disclosing Party**") in the

course of the discussions leading up to or the entering into or performance of this Agreement and which is identified as confidential or is clearly by its nature confidential including information received by Merchant in relation to the business, processes and activities of Intelligent Payments and the Payment Providers ("**Confidential Information**") except insofar as the Confidential Information:

- 8.1.1 is required by a person employed or engaged by the Receiving Party in connection with the proper performance of this Agreement; or
  - 8.1.2 is required to be disclosed by law by the Receiving Party, provided that the Receiving Party shall notify the Disclosing Party of the information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and shall take all reasonable action to avoid and limit such disclosure.
- 8.2 Any disclosure of Confidential Information permitted under Clause 8.1.1 shall be in confidence and shall only be made to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties and the Receiving Party shall be obliged to procure that all such persons are aware of the obligation of confidentiality and undertake to comply with it.
- 8.3 Each party hereby undertakes to the other to use the Confidential Information disclosed to it by or on behalf of the other party solely in connection with the performance of this Agreement and not otherwise for its own benefit or the benefit of any third party.
- 8.4 Confidential Information does not include information which:
- 8.4.1 is or becomes generally available to the public otherwise than as a direct or indirect result of disclosure by the Receiving Party or a person employed or engaged by the Receiving Party contrary to their respective obligations of confidentiality; or
  - 8.4.2 is or was made available or becomes available to the Receiving Party otherwise than pursuant to this Agreement and free of any restrictions as to its use or disclosure.
- 8.5 Without prejudice to any other rights or remedies that the Disclosing Party may have, the Receiving Party acknowledges and agrees that the Disclosing Party shall, without proof of special damage, be entitled to an injunction, specific performance or other equitable relief for any threatened or actual breach of the provisions of this Clause, in addition to any damages or other remedy to which it may be entitled.
- 8.6 Merchant consents to the provision by Intelligent Payments to Payment Providers of such information as is reasonably necessary for the performance of this Agreement and the performance of Intelligent Payments obligations to Payment Providers and Merchant acknowledges that such information is not Confidential Information.
- 8.7 Merchant hereby agrees that it shall not unreasonably withhold or delay consent to any requests made by Intelligent Payments to reproduce, use and display the name and Marks of Merchant in Intelligent Payments marketing, promotional and advertising materials and communications to third parties. Merchant acknowledges that any

reference by Intelligent Payments in such materials and communications to the existence of this Agreement shall not be considered a breach by Intelligent Payments of its obligations under this Clause 9.

## **9. DATA PROTECTION**

- 9.1 Intelligent Payments undertakes that it has complied, and shall continue to comply, with the requirements of the DPA.
- 9.2 To the extent that Intelligent Payments processes Merchant personal data it acknowledges that Merchant is the data controller (as defined by the DPA) and owner of such merchant personal Data and that Intelligent Payments is the data processor (as also defined by the DPA).

## **10. DATA SECURITY AND PCI DSS COMPLIANCE OF INTELLIGENT PAYMENTS**

- 10.1 Intelligent Payments shall ensure that appropriate safety and security systems and procedures are maintained and enforced to prevent unauthorised access or damage to any and all of the Intelligent Payments Platform, Intelligent Payments Services and related networks or resources and the Merchant data, in accordance with good industry practice.
- 10.2 Intelligent Payments shall follow its internal archiving and security procedures for the Merchant data.

## **11. TERMINATION**

- 11.1 Either party may terminate this Agreement in whole or in part at any time and/or require payment of any amounts due under this Agreement (without prejudice to its other rights and remedies) by written notice to the other party if the other:
  - 11.1.1 commits a material breach of its obligations under this Agreement and in the case of a remediable breach, fails to remedy it within thirty (30) days of the date of receipt of notice of such breach from the other; or
  - 11.1.2 becomes insolvent or unable to pay its debts (as defined in Section 123 of the Insolvency Act 1986), proposes a voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purposes of a bona fide amalgamation or reconstruction), bankruptcy or dissolution; if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them, if it ceases to carry on business or if it claims the benefit of any statutory moratorium.

- 11.2 Each party shall forthwith give notice in writing to the other party of any event within Clause 11.1.2 which occurs during the Term and which would entitle the other party to terminate.

## 12. CONSEQUENCES OF TERMINATION

- 12.1 Upon termination of this Agreement or any part of it for any reason,
- 12.1.1 the parties shall have no further obligations or rights under this Agreement or such part of it after the end of the Term, without prejudice to those which have accrued to either party prior to termination or expiry save that any Clauses expressed to have effect following the Term or the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue to have effect after the end of the Term, including Clauses 1, 5, 6, 7, 8, 9, 10, 12 and 14.1 and 14.2
- 12.1.2 Where such termination is a termination of this Agreement in whole, Merchant shall immediately cease to identify itself as an authorised representative of Intelligent Payments or any Payment Provider and shall cease using and shall deliver (or return, as applicable) to Intelligent Payments without retaining copies: (i) Any Intelligent Payments Documentation; (ii) all other Confidential Information (including copies thereof); and (iii) all forms, directives, policy manuals and other written information and materials of Intelligent Payments or a Payment Provider supplied to it by Intelligent Payments pursuant to this Agreement or which contain the Marks of Intelligent Payments or any Payment Provider.

## 13. NOTICES

- 13.1 Subject to Clause 14.5 any notice or other communication given or made under this Agreement shall be in writing and in English and signed by or on behalf of the party giving it and shall be served by hand delivering it or sending it by prepaid first class recorded delivery (including without limitation special delivery) or first class registered post or, in the case of an address for service outside the United Kingdom, prepaid international recorded airmail, for the attention of the relevant party set out in Clause 13.2 (or as otherwise notified by that party under this Clause). Any notice shall be deemed to have been received:
- 13.1.1 if hand delivered or sent by prepaid first class recorded or registered post or prepaid international recorded airmail, at the time of delivery;
- 13.1.2 if sent by first class post (other than by prepaid recorded or registered post), two days from the date of posting;
- 13.1.3 if sent by airmail (other than by prepaid international recorded airmail), five days from the date of posting;

13.2 The addresses and fax numbers of the parties for the purposes of Clause 14 are:

**13.2.1 Intelligent Payments**

Address: Myriad Payments Limited, Elmslie House, 51-53 Irish Town, Gibraltar;

For the attention of: The Director of Legal Affairs

email: support@intelligentpayments.co.uk

**13.2.2 Merchant**

Address: as set out in the "Merchant Details" section of the Order Form;

For the attention of: as set out in the "Primary Merchant Contact" section of the Order Form;

email: as set out in the "Merchant Details" section of the Order Form,

or such other address as may be notified in writing from time to time by the relevant party to the other party.

13.3 For the avoidance of doubt, the parties agree that the provisions of Clause 13.1 shall not apply in relation to the service of any process in any legal action or proceedings arising out of or in connection with this Agreement or the legal relationships established by this Agreement.

**14. GENERAL**

14.1 For operational and other reasons, Intelligent Payments may at any time vary the technical specification and form of the Intelligent Payments Platform and/or Intelligent Payments Services without seeking the consent of Merchant, provided that such variation does not detract from or impair to a material degree the overall operation or performance of the Intelligent Payments Platform or Intelligent Payments Services nor result in Merchant incurring additional costs or expenses. Intelligent Payments shall give notice to Merchant of any such variation as soon as reasonably practicable. The expense of any such variation shall be borne by Intelligent Payments.

14.2 Nothing in this Agreement shall create or be deemed to create a partnership, joint venture or principal-agent relationship between the parties and neither party shall have authority to bind the other in any way.

14.3 In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Agreement or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other

right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.

- 14.4 If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity of that provision or provisions shall not affect the validity of the remaining provisions of this Agreement, and the parties shall substitute for the invalid provision or provisions valid provisions which most closely approximate the intent and economic effect of such invalid provision.
- 14.5 The rights and obligations of each party under this Agreement are not assignable (other than to Affiliates) without the prior written consent of the other party which consent shall not be unreasonably withheld. Subject to the foregoing, all provisions contained in this Agreement shall extend to and are binding upon the parties hereto or their respective successors and permitted assigns.
- 14.6 Except insofar as this Agreement expressly provides that a third party may in his own right enforce a term of this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 14.7 This Agreement and the documents referred to in it (together the "**Contractual Documents**") constitute the entire agreement and understanding of the parties relating to the subject matter of the Contractual Documents and supersede any previous agreement or understanding between the parties in relation to such subject matter. In entering into the Contractual Documents, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to any Contractual Document or not) other than as expressly set out in the Contractual Documents. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this Clause it might otherwise have had in relation to any of the foregoing.
- 14.8 The only remedy available to either party for breach of any of the Contractual Documents shall be for breach of contract under the terms of this Agreement and neither party shall be liable in tort or otherwise arising from such breach. Nothing in Clause 14.9 or this Clause 14.10 shall limit or exclude any liability for fraud.
- 14.9 This Agreement shall be governed by and construed in accordance with Irish law and each party irrevocably submits to the exclusive jurisdiction of the Irish courts over any claim, dispute or other matter arising under or in connection with this Agreement or its enforceability and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient forum.

## Schedule 1- Intelligent Payments Services

### 1. General

14.10 Merchant wishes to use the Intelligent Payments Platform and the Intelligent Payments Services in its business operations. Intelligent Payments has agreed to provide, and Merchant has agreed to use and pay for the Intelligent Payments Platform and the Intelligent Payments Services, subject to this Agreement.

14.11 In consideration of the payment by Merchant of the Charges:

14.11.1 Intelligent Payments shall provide the mutually agreed upon Intelligent Payments Services from the Effective Date

### 15. Service Provision

15.1 Intelligent Payments shall provide the Intelligent Payments Services as from the Effective Date until the expiry or termination of this Agreement.

15.2 Intelligent Payments reserves the right to:

2.2.1 modify the Intelligent Payments Platform, including, but not limited to, its network, system configurations or routing configuration;

2.2.2 modify or replace any equipment used to deliver any service over its network; or

2.2.3 make any improvements, substitutions or modifications in the specification or any element or part of the Intelligent Payments Services,

### 16. Intelligent Payments Services

16.1 **Gateway Services for payment card transaction processing** – Intelligent Payments will collect card details, process them to Acquirer to obtain authorization and will send the authorized transactions' data, same as requested refunds to Acquirer to settle them within the card payment processing ecosystem (VISA/MasterCard).

16.2 **Fraud Prevention Services**- The Intelligent Payments Platform provides a fraud application designed to monitor both sales and refunds for fraud. It blocks transactions based on pre-set business rules provided during merchant setup. Rules can be managed via Merchant Back Office application.

- 16.3 **Reporting Application-** Intelligent Payments will produce a standard set of reports which allow the merchant to reconcile their payments. These reports can be viewed online by the merchant and downloaded for further analysis.
- 16.4 **3D Secure/Authentication Services-** Intelligent Payments will provide 3D Secure/Authentication Services for the Merchant. This Service manages cardholder account ownership verification during a purchase transaction in an online environment.
- 16.5 **Hosted Pages** – Intelligent Payments cashier provides hosted pages and/or using in-built iframe allowing the Merchant to securely collect sensitive card details. This service reduces merchant's footprint regarding PCI DSS assessment by offering a secure data entry point for sensitive card details.
- 16.6 **PCI Tokenization-** Intelligent Payments PCI Tokenisation product is a process which replaces sensitive cardholder information, the cardholder card number, with a unique identifier that allows the essential information to be retained in a secure environment without compromising its security. The retained information remains available for the merchant to use for legitimate business purpose.

## **Schedule 2- Charges**

### **1. Transaction Charges**

- 1.1 For the purposes of this Schedule, a Transaction is deemed to have been processed on completion of: submission by Merchant of each request for the processing of a payment via the Intelligent Payments Engine; onward transmission of such request by Intelligent Payments; and receipt by Intelligent Payments of a response to such request from the relevant Payment Provider or the Intelligent Payments Engine generates the relevant response in the event that a transaction should not be forwarded to a payment Provider.
- 1.2 Subject to paragraph 1.1 of this of this Schedule 2, from the Effective Date, Merchant shall pay a Charge for the Intelligent Payments Package selected in the Order Form and a Charge for each transaction above the number of free transactions in that package:
  - 1.2.1 If the Essentials Package has been selected the Charge shall be:
    - €20 per month (includes 300 free transactions)
    - €0.10 (10 cent) per transaction for more than 300 transactions per month
  - 1.2.2 If the Plus Package is selected the Charge shall be:

€46 per month (includes 1,000 free transactions)

€0.08 (8 cent) per transaction for more than 1,000 transactions per month

- 1.3 From the Effective Date, Merchant shall pay a monthly fee for each fee set out in Schedule 2 Clause 1.2.1 or Schedule 2 Clause 1.2.2 as selected.