

## RAM TERMS OF USE

These RAM Terms of Use sets out the terms under which the Company may use the remote access management (**RAM**) website which provides information about the Company's use of the Acquiring Services. The Company shall comply with these RAM Terms of Use if it uses the RAM website.

Unless otherwise defined all capitalised terms in this RAM Terms of Use shall have the meanings assigned to them in the General Terms of the Merchant Agreement.

To the extent of any inconsistency between these RAM Terms of Use, the general terms for use of First Data's website, and the rest of the Merchant Agreement, these RAM Terms of Use shall prevail followed by the rest of the Merchant Agreement.

### 1. ACCESS

- 1.1 The Company may use the username and password that First Data allocates to it (**User ID**) in order to access RAM. The Company must not disclose its User ID to any unauthorised person, and the Company must keep its User ID in a safe place where it cannot be accessed by any unauthorised person. The User ID may be only be used by the Company for the purpose of accessing the RAM services. Any other use of the Company's User ID is prohibited.
- 1.2 The Company must not: (i) allow any unauthorised person to use its User ID; (ii) use anyone else's User's ID without permission; (iii) knowingly transmit any virus or other disabling feature to or via the RAM services; or (iv) attempt to do any of these things or permit another person to do any of these things.

### 2. INFORMATION

- 2.1 The information contained on the RAM website will be updated once every 24 hours. As a result, the RAM website may not contain information relating to all transactions.
- 2.2 All information provided to the Company on the RAM website is for informational purposes only. If there is an inconsistency between any of the information contained on the RAM website and First Data's records, then First Data's records prevail. The Company should verify all information contained on the RAM website before it relies upon it.

### 3. LIABILITY

- 3.1 Except as set out in the next paragraph, First Data excludes all terms and all warranties of any kind, express or implied whether statutory or otherwise, relating in any way to the RAM website, these terms and their subject matter.
- 3.2 Where any statute or written law implies in these terms any term, and that statute or written law voids or prohibits provisions under a contract which exclude or modify the operation of such term, the term is taken to be included in these terms. However, First Data's liability for breach of such term will, if permitted by law, be limited to (at First Data's option): (i) resupplying the services; or (ii) the payment of the cost of resupplying the services.
- 3.3 Except as set out in the previous paragraph, First Data excludes all liability for loss or damage of any kind, however caused, in contract, tort (including negligence), under any statute or otherwise arising from or relating in any way to the RAM website, these RAM Terms of Use or their subject matter.

### 4. TERMINATION

- 4.1 The Company may stop using the RAM website at any time, for any reason.
- 4.2 First Data may stop making the RAM website, or a part of the RAM website, available at any time and for any reason.

## **5. CHANGES TO THESE TERMS**

- 5.1 First Data may change these terms at any time by posting the changes to these terms on the RAM or First Data website. If First Data changes these terms, the Company may choose to stop using the RAM website. Any use of the RAM website after First Data posts changes to these terms will be governed by the varied terms.

## **6. COPYRIGHT**

- 6.1 The information and material contained in the RAM website (including all website design, text, graphics, the selection and arrangement thereof and all software compilations, underlying source code, software and all other material) are copyright of First Data or its content and technology providers except in so far as individually stated on particular material or items.
- 6.2 The Company may view the RAM website and download any part (s) of it to a computer for viewing for the purposes set out in the Merchant Agreement but the Company is not permitted without First Data's permission (i) to store it or any part of it other than for the purposes set out in this paragraph; (ii) to print out copies except for viewing for the purposes set out in the Merchant Agreement; or (iii) to reproduce, copy or transmit it (or any part of it) in any other way for any purpose or in any other medium. The Company is also not entitled to alter (other than for the purposes of downloading in accordance with this paragraph in an alternative format/ application) or adapt the content in any way in any form by any process without the written consent of First Data.

## **7. SYSTEM REQUIREMENTS**

- 7.1 The Company responsible for ensuring that it has met all system requirements and specifications for the proper functioning of the RAM website on its IT systems.