

## RAM TERMS OF USE

These RAM terms of use (“**Terms of Use**”), contain the terms under which the Company may use the relevant internet and/or mobile application provided by Fiserv (or its affiliates and subsidiaries involved in providing the Services to the Company, as the case may be) which provides information about the Company’s use of the Acquiring Services in connection with the Agreement (“**Merchant Portal**”). The Company shall comply with these Terms of Use, in its use of the Merchant Portal. The Merchant Portal includes such Fiserv internet and/or mobile applications known as: Remote Access Management (RAM); Business Point; and Merchant Point.

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

To the extent of any inconsistency between the Terms of Use and any other terms of the Agreement, the Terms of Use shall prevail.

### 1. ACCESS

- 1.1 The Company may use the username and password that Fiserv allocates (“**User ID**”) to access the Merchant Portal. The Company must not disclose its User IDs to any unauthorised person, and the Company must keep its User IDs in a safe place where it cannot be accessed by any unauthorised person. The User IDs may be only be used by the Company for the purpose of its accessing, and making use of, the Merchant Portal by its applicable authorised persons (“**Users**”). Any other use of the Company’s User ID is prohibited. The Company warrants that such Users are duly authorised by the Company to access and use the Merchant Portal, and where and to the extent applicable, accept relevant Fiserv website / portal and/or mobile application terms and conditions.
- 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 Merchant Portal; 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 Merchant Portal will be updated once every 24 hours. As a result, the Merchant Portal may not contain information relating to all transactions.
- 2.2 All information provided to the Company on the Merchant Portal is for informational purposes only. If there is an inconsistency between any of the information contained on the Merchant Portal and Fiserv’s records, then Fiserv’s records prevail. The Company should verify all information contained on the Merchant Portal before the Company relies on it.

### 3. LIABILITY

- 3.1 Except as set out in the next paragraph, Fiserv excludes all terms and all warranties of any kind, express or implied whether statutory or otherwise, relating in any way to the Merchant Portal, its access and use thereof, the Terms of Use 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, Fiserv's liability for breach of such term will, if permitted by law, be limited to (at Fiserv'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, Fiserv 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 Merchant Portal, its access and use thereof, the Terms of Use or their subject matter.

#### **4. TERMINATION**

- 4.1 The Company may stop using the Merchant Portal at any time, for any reason.
- 4.2 Fiserv may stop making the Merchant Portal, or a part of the Merchant Portal, available at any time, for any reason.

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

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

#### **6. COPYRIGHT**

- 6.1 All present and future rights in and to trade secrets, patents, copyright, trademarks, service marks, know-how and other proprietary rights of any type arising at law, including rights in and to all applications and registrations relating to the Merchant Portal (including but not limited to all data contained on the Merchant Portal relating to the Company and its associated customer(s) ("**Data**"), information, text, look and feel, material, graphics, software and advertisements) (the "**Intellectual Property Rights**") shall, at all times be and remain the sole and exclusive property of Fiserv.
- 6.2 The Company and its Users do not acquire any rights or licences in or to the Intellectual Property Rights, the Merchant Portal and materials contained within it, other than the limited right to access and use Merchant in accordance with the Terms of Use.
- 6.3 The Company may view the Merchant Portal and download any part (s) of it to a computer for viewing for the purposes set out in the Agreement, but the Company is not permitted without Fiserv'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 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 Fiserv.

## **7. SYSTEM REQUIREMENTS**

- 7.1 Merchant Portal is made available to the Company in the relevant location in which Fiserv performs the Acquiring Services under the Agreement. If the Company, or its applicable Users, install (where applicable) or otherwise access the Merchant Portal from any other location, the Company does so on its own initiative, and is responsible for compliance with local laws, if and to the extent local laws are applicable.
- 7.2 The Company's (and its applicable Users) access and use of the Merchant Portal may require certain equipment, connectivity services and other technology (e.g. computers or other similar devices, internet connectivity, reading programs, etc.). The ability to access and use the Merchant Portal, and its performance, may be affected by these factors. It is the responsibility of the Company to ensure that it (and its applicable Users, where applicable) have procured all necessary system requirements and specifications to ensure the Merchant Portal as provided by Fiserv can run on its IT systems. Although Fiserv generally tries to make the Merchant Portal compatible with available technology, Fiserv does not imply or guarantee in any way that the Merchant Portal will be compatible or otherwise accessible using any specific model, brand or type of technology.