

POS Supply and Use Terms

A. Scope of Terms

The present terms shall govern the supply and use of terminal equipment that is suitable for card transactions (hereinafter the "Equipment"), which "CONNEXPOS LTD" trading under "CONNEXPOS LTD", with registered office in Rays House, North Circular Road, London, NW10 7XP and Company number 15219864, (hereinafter stated as "CONNEXPOS LTD") offers to enterprises, traders and freelance professionals (hereinafter stated as the "Enterprise" or "Enterprises"), which accept cards issued by Banks or other issuers or other electronic payment methods as means of payment for the transactions they have with their customers (card holders); namely, CONNEXPOS shall provide Enterprises with the Equipment solely and exclusively for use relating to their business, commercial or freelance professional activities.

The specifications of the Equipment shall be published in detail on the websites www.connexpos.co.uk and www.vivawallet.com and, before the placement of an order for the purchase of Equipment, the interested Enterprise is called and ought to read carefully these specifications carefully and understand them.

The Equipment shall operate exclusively with the Payment Services provided by VIVA PAYMENTS and, to this end, as a prerequisite, the Enterprise must have signed a respective agreement with VivaWallet.com Limited that needs to be in effect; otherwise, it shall not be possible at all for the Enterprise to use the Equipment that it may be supplied with, without CONNEXPOS LTD being liable in any manner whatsoever in this regard.

An Enterprise that has placed an order to CONNEXPOS LTD via VivaWallet.com Limited by any acceptable means and/or through the Internet via the website www.vivawallet.com, states, by placing this order, that it has read, understood and accepts unreservedly the present terms as well as the respective terms which are published on the VivaWallet.com Limited website at the time, without any exception. **If the Enterprise does not agree with the present terms of VivaWallet.com Limited, it must refrain from placing any order or making any transaction with CONNEXPOS LTD.** The placement of an order to CONNEXPOS LTD means the unreserved acceptance of the present terms as well as of the terms of VivaWallet.com Limited and the conclusion of a purchase and sale agreement of Equipment between the Enterprise and CONNEXPOS LTD.

B. Purchase of Equipment

1. Purchase of Equipment from CONNEXPOS LTD

1.1 CONNEXPOS LTD shall provide the Enterprise with the option to purchase Equipment according to the commercial/financial offer specifically suggested by CONNEXPOS LTD to the Enterprise at the time of placement of the order, provided that (i) the order was placed - fully completed- by the Enterprise, according to the foregoing under section

A, (ii) the order was accepted by CONNEXPOS LTD, (iii) the Equipment is available and (iv) the order has been paid up in full.

1.2 CONNEXPOS LTD shall exclusively address Enterprises for the purpose of serving their professional activities only, within the scope of which these enterprises wish to accept payments by card or other electronic payment means through the services provided by VIVA PAYMENTS and, to this end, they need the Equipment stated under 1.3 below.

1.3 The Equipment provided by CONNEXPOS LTD within the scope of the present terms is certified and approved by VivaWallet.com Limited.

1.4 It is expressly pointed out that CONNEXPOS LTD is neither a credit institution nor a payment institution and, as such, it shall not be responsible for the conclusion of acquiring agreements between the Enterprises and VivaWallet.com Limited.

2. Orders

2.1 In order to place a valid order for Equipment to CONNEXPOS LTD, Enterprises need to have concluded with VivaWallet.com Limited an acquiring agreement for any appropriate electronic payment means, such as cards (including without being limited to credit, debit, prepaid or other cards) by Visa, MasterCard, American Express, Diners, China Union Pay or any other brand in the future -and shall implement the rules of the respective payment systems (including without being limited to Visa, MasterCard, American Express, Diners, China Union Pay etc.).

2.2 The Enterprise may opt to purchase Equipment pursuant to the billing policy and the commercial/financial offers of CONNEXPOS LTD which apply at the time of order placement.

2.3 The orders shall be received via the Internet by means of an automated transfer to CONNEXPOS LTD of a fully completed order form which can be found on www.vivawallet.com.

2.4 Upon completion of the order process and the acceptance of the present terms and the respective terms of VivaWallet.com Limited, the Enterprise shall choose the desired method of payment, namely, by payment card, bank deposit or any other suggested method of payment.

2.5 Before placing an order, the Enterprise shall state that it acknowledges and accepts that:

- i. The Equipment prices, as applicable from time to time, shall not include VAT.
- ii. The Equipment prices, as applicable from time to time, shall not include the Equipment's shipping costs. Where there is no extra charge for shipping costs, this shall be stated in the order form.
- iii. The present Terms may change any time, at the discretion of CONNEXPOS LTD.

2.6 By accepting the present terms, with such acceptance being confirmed by the order being forwarded to CONNEXPOS LTD, the latter shall approve the order and proceed with processing it, only upon successful completion of the payment process.

2.7 The Enterprises may, where applicable, correct and/or cancel their orders at any stage prior to forwarding the Equipment by CONNEXPOS LTD.

2.8 CONNEXPOS LTD shall not be responsible for any errors in features, photos or prices of the Equipment that are posted on the website www.connexpos.co.uk or www.vivawallet.com and shall not be in a position to guarantee that there will be no errors when features are imported and/or updated or when features and/or the price are updated.

2.9 In the event that the Equipment ordered is not available, CONNEXPOS LTD shall reserve the right not to accept the order and, as a consequence, the respective sale shall be deemed not concluded.

3. Financial Terms

3.1 For the purchase of Equipment, the price needs to be fully paid up on transfer of the purchase order to CONNEXPOS LTD.

3.2 Specifically, for the purchase of Equipment by the Enterprise, the following shall apply:

- i. The payment of the price for the purchase of Equipment may be effected by any proper electronic payment means.
- ii. Setting a reduced VAT value before the purchase of Equipment shall not be possible. If the Enterprise is entitled to reduced VAT, upon completion and payment of the order for the Equipment, CONNEXPOS LTD must proceed with the respective clearing and settlement and reimburse the difference between the full and reduced VAT rates.

3.3. Where the Equipment needs to be replaced, specific financial terms shall apply, which are stated below in paragraph 5.

4. Delivery of Equipment

4.1 CONNEXPOS LTD shall make every effort possible to deliver the Equipment to a courier company within one to five (1-5) business days (Monday to Friday) as of receipt on the part of CONNEXPOS LTD of a respective notice, with the Equipment to be delivered to the contact address stated by the Enterprise when placing the order. CONNEXPOS LTD shall not be responsible for any delay in the delivery of the Equipment that is due to the courier company and does not entail, in general, CONNEXPOS LTD being at fault.

4.2. For Equipment that is labelled "AVAILABLE ON ORDER", "LIMITED AVAILABILITY", or "TEMPORARILY UNAVAILABLE" and provided that the Equipment can be ordered from the supplier of CONNEXPOS LTD, the above delivery time shall not apply and it shall be determined by CONNEXPOS LTD by approximation.

4.3 The Equipment shall be sent along with setup instructions that have been issued by the payment services provider with which the Enterprise has signed a contract.

4.4 As of delivery of the Equipment to the Enterprise, the risk of destruction or loss thereof shall be borne by the Enterprise.

5. Equipment Warranty - Maintenance

The Warranty applicable to the Equipment shall be the Warranty provided by the manufacturer and/or the importer thereof, on the Warranty terms that apply at the time. Within the Warranty term, provided that the Equipment is properly used and that the maintenance of the Equipment has been specifically agreed, the following shall apply:

5.1 The Enterprises shall notify the payment service provider in time of any failure to or malfunction of the Equipment and the provider, in turn, shall notify CONNEXPOS LTD.

5.2 Within reasonable time as of receipt of the notice of failure, CONNEXPOS LTD shall perform tasks of maintenance, repair and/or replacement of the Equipment within the scope of the obligations undertaken by the same depending on the type of Equipment. If the tasks or services requested do not fall within the scope of those provided by CONNEXPOS LTD, the latter shall inform the notifying person in this regard.

5.3 The Equipment maintenance, repair and/or replacement tasks shall be performed exclusively by authorized repairers which may not be within UK.

5.4 CONNEXPOS LTD shall undertake the responsibility to cover the Equipment's in-warranty maintenance and repair costs as well as the costs for the purchase of the necessary spare parts. Expressly excluded from these costs shall be the costs for batteries, power supply units and terminal plastic parts (i.e. the terminal shell) which shall be borne exclusively by the Enterprise.

At the Enterprise's request for immediate replacement of the Equipment, the Enterprise shall pay CONNEXPOS LTD a cash warranty, equal to the value of the Equipment to be sent for replacement. In that case, (i) if the returned Equipment is in-warranty and the failure is repaired within the warranty term, CONNEXPOS LTD shall reimburse the Enterprise for the entire warranty amount whereas (ii) if the Equipment is not in-warranty, yet repairable and after the repair it is suitable for use, CONNEXPOS LTD shall reimburse the Enterprise for an amount equal to the difference between the cash warranty and the repair costs of the Equipment (labor costs plus spare parts costs plus transportation costs to and from the repair centre) and shall then invoice the Company for the difference withheld and, finally, (iii) if the Equipment is not in-warranty and not repairable, the entire cash warranty amount shall be withheld as the price of the replacement Equipment sent, with CONNEXPOS LTD issuing a respective invoice in this regard.

5.5 In case of out-of-warranty Equipment, either due to expiry of the warranty term or because any failure or malfunction is due to poor use of the Equipment or to an accidental destruction of or damage to the Equipment, such as negligence, poor, improper or non-advisable use, in general, or handling or storage of the Equipment, accidents, moisture, improper conditions and, in general, any failure that arises from causes for which CONNEXPOS LTD is not at fault, including, without being limited to, the breach of the rules under article 6 below concerning the proper use of the Equipment, the repair or replacement costs thereof as well as the shipping costs shall be borne by the Enterprise.

In the event that the Equipment has an actual defect or a guaranteed property thereof is absent, the Enterprise which has purchased the Equipment shall be entitled to, as an alternative and provided that legal requirements are met, either a reduced price or the return of the Equipment to CONNEXPOS LTD. In order for a property to be considered guaranteed, it must be agreed or notified in writing in advance.

6. Rules for the proper use of the Equipment

6.1 The proper use of the Equipment shall be set out in the user instructions (user manual) and the accompanying Warranty terms. Any other action or interference with the Equipment shall be considered improper use of the Equipment.

6.2 Enterprises shall maintain the Equipment in good condition taking steps to ensure the proper use and protection required for the functioning of any electronic device. Any cost (service and/or spare parts) that may arise that is out of the scope of proper use of the Equipment shall be borne exclusively by the Enterprise.

6.3 Any interference with the Equipment and/or the connection thereof as well as any poor use of the Equipment (including without being limited to, the interference of foreign bodies, the placement or exposure of the Equipment in an obviously improper and harmful place in breach of the user instructions and the Warranty...) are expressly disallowed.

6.4 By purchasing the Equipment, Enterprises shall acquire the rights to use solely the software installed in the Equipment, by or on behalf of the provider of the payment services, that is part of an integrated information system for the provision of payment services, of which the provider of payment services at the time is the full and exclusive owner.

7. Right to withdraw - Termination

An Enterprise may return the Equipment to CONNEXPOS LTD within fourteen (14) calendar days as of receipt thereof and have the price it paid reimbursed, provided that the packaging of the Equipment has not been unsealed, damaged and the Equipment is in excellent condition. This withdrawal need not be founded on good reason and shall be without prejudice to the Enterprise, except for the cost of returning the Equipment. The Equipment to be returned needs to be accompanied by a purchase receipt or invoice. The statement of withdrawal shall be exercised in writing and/or in electronic form and CONNEXPOS LTD shall be obligated to send a confirmation of receipt of the statement of withdrawal as soon as it receives the statement. The statement of withdrawal shall comprise the intent (will) to withdraw, the order number, the place and date of receipt of the Equipment, the Enterprise's full details (including contact details) and the date of dispatch of the statement of withdrawal. The price shall be reimbursed only upon receipt of the returned Equipment by CONNEXPOS LTD on account of the withdrawal, by crediting the bank account that has been notified to CONNEXPOS LTD or another account kept with the provider of the payment services.

8. Liability - Force Majeure

CONNEXPOS LTD shall not be liable in any manner whatsoever for reasons for which it is not at fault, including force majeure incidents. Further, CONNEXPOS LTD shall not be liable in any way for entries that will be effected via the Equipment

and any related dispute or disagreement shall be settled between the provider of the payment services and the Enterprise.

9. Personal Data - Confidentiality

9.1 The collection and processing of personal data within the framework of completing the purchases and sales under the present terms shall be necessary in order to close the purchase and sale that is requested by the Enterprise with the placement of an order and shall be governed, for the Enterprises - users - natural persons, by the Privacy Policy established by CONNEXPOS LTD, which is available on <http://www.connexpos.co.uk/> whereas the Enterprise, by entering - when placing the order - the information required for the fulfillment of any purchase and sale or other transaction shall provide the payment services provider with its express consent (opt-in) and authorization for the transfer of its personal data to CONNEXPOS LTD, and CONNEXPOS LTD shall receive said data from the provider of payment services or any other person acting in the name and on behalf of such provider or of the Enterprise, as well as process and use said data for the purpose of the present terms.

9.2 CONNEXPOS LTD and the Enterprise are committed to confidentiality in connection with any confidential information of the other party that may come to their attention because of their current relationship.

9.3 CONNEXPOS LTD takes all the proper technical and organizational measures for data security and protection and shall respect all the principles of legal data processing (legality, objectivity, transparency, restriction of purpose, data minimization, accuracy, restriction of retention period, integrity, confidentiality and accountability). The purpose is to protect the rights of the data subject (right to/of information, access, rectification, erasure, restriction of processing, portability, object, avoid automated decision-making based on profiling) according to GDPR, the UK legislation, the decisions of the Personal Data Protection Authority, the written guidelines and the Privacy Policy published on CONNEXPOS' LTD website.

9.4. CONNEXPOS LTD reserves the right to use the contact details notified by the Enterprise for the dispatch of promotional messages about its products and services as well as related offers and/or notices, provided that the given Enterprise has given its consent with a statement to this end on CONNEXPOS' LTD website, with such consent being freely revocable at any time.

9.5. Consent may be withdrawn by an email sent by the Enterprise - user - natural person to the address dataprotection@connexpos.co.uk and said email must come from the same email address stated by the Enterprise on registration, with the indication "I WISH TO OPT OUT FROM RECEIVING PROMOTIONAL MATERIAL". Alternatively, the user may click on the indication "DELETE FROM RECIPIENTS LIST" that is included in the email they have received.

9.6. The user may, at any time, request information about their personal data which are kept by CONNEXPOS LTD, their recipients, the purpose of keeping and processing them as well as request their modification, rectification or erasure by sending a respective email to the address dataprotection@connexpos.co.uk from the email address stated by the user as their contact address and attaching a copy of their identity card or passport thereto.

9.7 CONNEXPOS LTD shall reserve the right to provide authorized access and/or the right to use and process the personal data of Enterprises to third parties, be it natural persons or legal entities, who have been commissioned to act as sub-processors, with the sub-processing taking place under the same security and protection safeguards that apply to CONNEXPOS LTD as the Processor.

CONNEXPOS LTD may be obliged to provide the same access to prosecution and law enforcement authorities according to law.

9.8. CONNEXPOS LTD shall have no access to the services received by the Enterprise from the payment services provider with whom the Enterprise cooperates nor to the information and data generated by the systems of these service providers (including without being limited to, payment code numbers, order code numbers, passwords, etc.) that are strictly personal and the Enterprise shall have sole liability as to the protection thereof from any leak, copy, infringement or disclosure to third parties.

9.9. CONNEXPOS LTD and the Enterprise are committed to confidentiality in connection with any confidential information of the other party that may come to their attention because of their current relationship.

10. Notices

Notices of documents shall be sent, respectively, to the registered office of CONNEXPOS LTD as this arises from its registration to the Registrar of Companies for England and Wales (Company Number: 15219864), and to the addresses stated by the Enterprises in the order form. Enterprises shall notify CONNEXPOS LTD in writing of any changes in their address.

11. Applicable Law - Jurisdiction

The present terms shall be governed by the British Law and any dispute that may arise from or in connection with them shall be settled in the Courts of London, unless otherwise stipulated by the law.