

Terms and Conditions for the use of the Paymix SoftPOS Application

Last update and effective as of: 24 August 2023

The most up-to-date version of these Terms and Conditions and the Privacy Policy can be found on:
<https://www.paymix.eu/>

It is important that you understand the risks and liabilities associated with the use of the services set out in these Terms and Conditions and you should read these Terms and Conditions and any Additional Terms carefully before agreeing to them and before You start using the services.

If you have any questions or concerns regarding the content of these Terms and Conditions or any Additional Terms or would like to get a better understanding of how the services work, please do not hesitate to Contact Us.

1. Introduction

These Paymix SoftPOS Application Terms and Conditions (the “SoftPOS T&Cs”) constitute the user agreement (the “Agreement”) between:

(a) Finance Incorporated Limited, operating under the brand name Paymix SoftPOS (“Finance Incorporated” “Paymix”, “Us”, “We”, “Our”), a Malta registered company with Company Registration Number C55838 and whose registered office is Capital Business Centre, Block A, Floor 2, Triq Taz-Zwejt, San Gwann, SGN 3000, Malta; and

(b) Merchant, (User, You) being a person, legal or natural, who benefits from the use of the Paymix SoftPOS Application;

governing access to and use of, the mobile software Paymix SoftPOS Application (the “SoftPOS App”) and the SoftPOS website: <https://www.paymix.eu/> (“Our Website”), for purposes of the acceptance of payments.

Finance Incorporated provides the SoftPOS App, a software point-of-sale application, for accepting contactless payments for digital commerce acting as an entry point into the world of contactless payments and, via the SoftPOS App, a seamless access to the payment services.

The provision of the SoftPOS App on supported operating systems enables the Merchant to accept digital payments at the point-of-sale using contactless payments methods, whether contactless cards or devices using radio frequency identification (RFID) technology and near-field communication (NFC).

Downloading of the SoftPOS App can only be to an Android device that has near-field communication (NFC) capability and the currently eligible operating systems is Android 11 (Red Velvet Cake) or higher.

The SoftPOS App will only accept contactless payments and the additional use of the cardholder’s PIN for purposes of transactions where the input of the PIN is legally required, including but not limited to, for any transactions in excess of fifty Euro (€50).

Additional information can be found on Our Website: <https://www.paymix.eu/>

Terms in these SoftPOS T&Cs and the Schedules hereto, shall have the meaning as defined herein.

The "Terms of Use for Downloading the SoftPOS App from Google's Play Store" by Google Inc, are set out in Annex 1 and apply as integral part of these SoftPOS T&Cs.

The End User Licence Agreement is set out in Annex 2 and apply as an integral part of these SoftPOS T&Cs.

2. Scope of Application and Use

These SoftPOS T&Cs apply specifically to the Merchant's use of the SoftPOS App for purposes of accepting contactless payments from customers using contactless cards and authorized mobile devices and to access the Acquiring Services provided by Us to Merchants. Through the SoftPOS App, the Merchant's mobile device shall become a point-of-sale terminal ("SoftPOS Terminal") through which contactless payments can be accepted from the Merchant's customers.

For purpose of these SoftPOS T&Cs, the term "Merchant" shall mean a legal or natural person who shall be at least eighteen (18) years old with a permanent residence and establishment in Malta acting in the exercise of the Merchant's commercial or independent professional activity, whether as a sole trader or self-employed individual or business enterprise.

The term "Merchant" used herein, may also include any person employed or contracted or authorised by Merchant to work for Merchant's commercial or professional activity, being employees, contractor, representatives, agents, and using the SoftPOS App for the benefit of the Merchant. The Merchant, employees, contractors, authorised representatives shall collectively be referred to as "Authorised Users" for the purpose of these SoftPOS App T&Cs.

3. Identity of Finance Incorporated and Communication

Finance Incorporated is a limited liability company in Malta and is registered with the Malta Business Registry with Company Registration Number C 55838. It is authorised and regulated by the Malta Financial Services Authority as a financial institution in terms of the Financial Institutions Act (Chapter 376 of the Laws of Malta) as a Electronic Money Institution and to undertake Payment Services. Paymix and Paymix SoftPOS are brand names of services and products offered by Finance Incorporated Limited.

Finance Incorporated provides customer support in all instances regarding the installation and set-up of the SoftPOS App as well as during the use of the SoftPOS App. The customer support team at Finance Incorporated can be reached via the methods that are set out herebelow and which can also be found on Our Website: <https://www.paymix.eu/>

(a) chat: Our Website

(b) email: acquiring@paymix.eu or support@paymix.eu

(b) phone: +356 2247 0099

(c) address: Capital Business Centre, Block A, Floor 2, Triq Taz-Zwejt, San Gwann, SGN 3000, Malta

All notices issued by Finance Incorporated to Merchant in respect of the SoftPOS App and will be undertaken in accordance with Section 14.

4. Paymix SoftPOS App and SoftPOS Account Registration Process

The SoftPOS App provides merchants with access to a SoftPOS Account and enables a compatible device to become a SoftPOS Terminal. As a preliminary requirement the Merchant is required to download the SoftPOS App and undertake a registration process in order to establish the SoftPOS Account and register the Merchant's device to become a SoftPOS Terminal.

By clicking 'I Accept' during the registration process and using a SoftPOS Account and SoftPOS Terminal, the Merchant accepts, confirms understanding and agrees to comply with these SoftPOS T&Cs (and applicable Annexes). You also accept and agree to comply with to any additional terms and conditions specific to the products and services You use ("Additional Terms"), such as the merchant agreement required for purposes of payment processing and acquiring services We provide and which become part of Your agreement with Us.

If you do not agree to these SoftPOS T&Cs (any applicable Annexes) and any Additional Terms that apply to You (or, if You do not have the right to bind the company or other business entity You are representing), You are not permitted to access or use the services provided by Finance Incorporated. Finance Incorporated reserves the absolute right in its sole discretion not to approve the registration of a SoftPOS Account and a SoftPOS Terminal or to suspend/terminate the Merchant's use of the SoftPOS Account and SoftPOS Terminal at any time.

Whilst these SoftPOS T&Cs set out the general terms between Finance Incorporated and the Merchant regarding the use of the SoftPOS App, the acceptance of the terms and conditions set out herein by the Merchant do not create an obligation for Finance Incorporated Limited to conclude a merchant agreement with You for purposes of the commencement of payment processing and acquiring services provided by Us.

Having successfully downloaded the SoftPOS App on to the relevant device, the Merchant must establish a SoftPOS Account and register for a SoftPOS Terminal. You may need to have an existing iPaymix or Paymix Pro Account or You may be required to open an iPaymix or Paymix Pro Account (as defined in the iPaymix and Paymix Pro Account Terms and Conditions). Where You do not need to have an iPaymix or Paymix Pro Account, You will be able to register and establish a SoftPOS Account and SoftPOS Terminal to access our acquiring services.

To be eligible to establish a SoftPOS Account and register for a SoftPOS Terminal, which will be connected to Your merchant profile, You must be a sole trader, company or other entity that operates a business selling goods and/or services, and is not available for personal, family or household purposes. You may only create one SoftPOS Account and register one device as a SoftPOS Terminal unless We approve otherwise.

If You create a SoftPOS Account as a sole trader, You warrant to Finance Incorporated that you are not acting on behalf of, or for the benefit of, anyone else. If You create a SoftPOS Account as a company or other business entity, You warrant to Finance Incorporated that You are duly authorised to create a SoftPOS Account in the name of that company or business entity.

If You create a SoftPOS Account as a company or other business entity, the terms "Merchant", "You" or "Your" will mean you, the natural person (whether director, business owner, employee, agent, authorised representative) collectively being "Authorised Users", as well as such company or other business entity.

By accepting these SoftPOS T&Cs, You further warrant to Finance Incorporated that: a) You are either a legal resident of Malta or a company or other business entity duly authorised to conduct business in Malta, b) You will use the SoftPOS Account and SoftPOS Terminal solely for trade, business or professional purposes in such country, c) You will not directly or indirectly use the services in or into any other country unless otherwise agreed with Us, and d) You, as a natural person, are at least eighteen (18) years of age and have full legal capacity to accept these SoftPOS App T&Cs and to use the SoftPOS Account and SoftPOS Terminal in the manner prescribed by Us. (e) If you register on behalf of a company or under a business name, You represent that You are a legal representative of the business, and that You are authorised to (i) provide any information about the business; and (ii) accept these SoftPOS App (including any Annexes) and any Additional Terms on its behalf.

To commence the registration process, the Merchant shall firstly have successfully downloaded and installed the SoftPOS App from the Google Playstore on to a compatible device. At this stage, the Merchant shall have the functionality to begin the process for the establishment of a SoftPOS Account and the registration of the Merchant's device as a SoftPOS Terminal with its own Terminal ID and connected to the merchant profile and merchant identification number ('MID').

You shall proceed through the required steps as directed on the SoftPOS App following the download in order to complete the registration process.

This registration process shall include Us requesting You to give your consent to:

- (i) Access to the camera of the Your device that You are using to register for Our services so that We can verify the Merchant's identity;
- (ii) Access to the location of Your device to verify the location of Your device that You are registering for purposes of the SoftPOS Terminal; and
- (iii) Access to the device for Finance Incorporated to send data reports to You when you request to download transaction data relating to payment transactions, void/rejected transactions and refunds.

During the sign-up process, You will also be required to set-up your SoftPOS Security Credentials which includes Your email address. This will be verified by Us sending a code to Your registered email address. Once You enter the code, You will be required to set a new password against Your registered name, thereby creating the single sign-on login which can be used for any of Our services that you have successfully subscribed for. You will then be directed to registering Your device number that will be used for purposes of the SoftPOS Terminal. The registration of the device number will be undertaken using 2-factor authentication and We will send you a code directly to your device via SMS. You will be required to use this code to verify the device that You are registering. You will also be required to set up a PIN comprising of at least 4 digits. The SoftPOS App also provides for the functionality of using Your biometric data for purposes of login-on should You opt to include this as part of Your SoftPOS Security Credentials.

You are responsible for ensuring that your SoftPOS Security Credentials including your email address, password and other personalized security features (including the security code) required to access your SoftPOS Account and use the SoftPOS Terminal, are kept safe and secure. You must take all reasonable steps to keep your SoftPOS Security Credentials secret and not share them with anyone.

As part of the process for the establishment of Your SoftPOS Account and registration of Your device to become a SoftPOS Terminal, Finance Incorporated is required to collect certain information from You, including in relation to the Merchant's identity, as part of Our regulatory and compliance obligations in terms of applicable anti-money laundering anti-terrorism financing laws and regulations ("Our AML Programme"). Successfully downloading, installing, registering and using the SoftPOS App does not guarantee ongoing service from Finance Incorporated. You must provide all requested data to enable Finance Incorporated to fulfil its ongoing compliance and regulatory obligations. In case the Merchant does not submit all information or provides any inaccurate or false information, this may result in Finance Incorporated declining, without providing reasons, to activate the Merchant's SoftPOS Account and the SoftPOS Terminal and the Merchant will be unable to use the SoftPOS App, the SoftPOS Account and the SoftPOS Terminal.

After registration and activation, We further reserve the right to suspend Your access to Your SoftPOS Account and SoftPOS Terminal and to terminate and close your SoftPOS Account and de-register Your SoftPOS Terminal if You provide Us with inaccurate, untrue, or incomplete information, or if You fail to comply with any ongoing requirements issued by Us. Should You fail to comply with these provisions, You agree that this will also entitle Us to cease the provision of any other services We may provide to You. Finance Incorporated reserves the right to take any such actions without providing reasons.

Once Your SoftPOS Account and SoftPOS Terminal are approved and activated by Us and You will receive a confirmation from Us sent to the email address that You registered with Finance Incorporated together with the relevant Merchant Identification Number ('MID') and Terminal ID as well as log-in credentials to the PaymixVIA account provided to the Merchant by Finance Incorporated which provides the Merchant with data regarding processed transactions, refunds, voided/declined transactions and chargebacks.

You agree that We may contact and share information about You and Your SoftPOS Account and SoftPOS Terminal with the card schemes as well as partner banks and financial institutions. This includes sharing information about You and Your transactions for regulatory or compliance purposes, for use in connection with the management and maintenance of Our services, to create and update customer records about You and for conducting risk monitoring and management processes. For more information on how We process your personal data, please read Our Privacy Policy which can be found on Our Website: <https://www.paymix.eu>

Through the SoftPOS Account, the Merchant may also have the functionality to register additional devices as SoftPOS Terminals. Each registered device operating as a SoftPOS Terminal will have a unique Terminal ID but each additional SoftPOS Terminal shall be connected to the merchant's profile. We reserve the right to limit the number of Authorised Users You may have or refuse the registration of an Authorised User. The Authorised Users that You have approved will have the ability to perform those limited actions that You select in your SoftPOS Account settings. It is the Your responsibility to ensure that Your Authorised Users comply with these SoftPOS T&Cs and any Additional Terms when using Your SoftPOS Account their SoftPOS Terminal. We reserve the right to deny any Authorised User access to Your SoftPOS Account and the services provided by Us at any time. You agree that You are at all times liable for the actions or omissions of your Authorised Users and that You will indemnify and hold Us harmless from any actions or omissions of Your Authorised Users in connection with their use or misuse of your SoftPOS Account, the SoftPOS Terminal and the services.

5. Merchant's Obligations, Undertakings, Warranties and Representations

The Merchant shall be responsible for (i) downloading the SoftPOS App on Merchant's own compatible device that has NFC capability with Android version 11.0 (Red Velvet Cake) (or better) ; (ii) at Merchant's own cost; and (iii) for completing the registration process and providing all information required to set up the SoftPOS Account and to register the device to be used as a functional point of sale SoftPOS Terminal, in order to be able to accept contactless payments from Merchant's customers.

The Merchant shall always comply with any instructions provided by Finance Incorporated. The Merchant shall check any messages sent by Finance Incorporated to the email address of the Merchant on a regular basis.

The Merchant acknowledges that the device onto which the SoftPOS App has been downloaded and installed and which is registered as a SoftPOS Terminal must: (i) always be kept fully charged; (ii) have a functional internet connection; and (iii) shall only be used in the manner and the purpose for which is it designed and intended in line with the Merchant's business as communicated by the Merchant to Finance Incorporated during the registration process.

The Merchant is obliged to keep the information provided to Finance Incorporated and in particular in relation to the merchant profile, up-to-date and shall promptly inform Finance Incorporated of any changes thereto.

The Merchant shall ensure that Authorised Users comply with these Soft POS T&Cs (and applicable Annexes) as well as any Additional Terms.

The Merchant is responsible and shall take all reasonable precautions to ensure that the Merchant, and Authorised Users, (where applicable), shall keep:

- (a) the MID confidential and secured against access by third parties;
- (b) The Terminal ID confidential and secured against access by third parties;
- (c) their respective SoftPOS Security Credentials (Merchant's/Authorised User's: email, password and PIN) confidential and secured against access by third parties;

to prevent the unauthorized or fraudulent use of any such details.

In particular the Merchant shall ensure the following (and shall instruct Authorised Users accordingly):

- (a) that the SoftPOS Security Credentials, the Terminal ID and the MID must not be stored electronically in an unsecured way;
- (b) when entering the SoftPOS Security Features, it must be ensured that other persons cannot identify such features;
- (c) the SoftPOS Security Features must not be forwarded outside the login process as provided for in the SoftPOS App;
- (d) the SoftPOS Security Features and/or the Merchant data must not be used for any other service.

If the Merchant and/or Authorised Users discover that their SoftPOS Security Credentials have been retrieved by any third party other than the Merchant, that the MID has been retrieved by any third party other than the Merchant, or that the SoftPOS App (SoftPOS Account and/or Terminal) was used without permission, the Merchant shall promptly and without undue delay:

- (i) block the SoftPOS Terminal in question using the Merchant's device (where applicable);
- (ii) in case of the SoftPOS Security Credentials, change the SoftPOS Security Credentials or instruct the respective Authorised User to do so (where applicable); and
- (iii) notify Finance Incorporated thereof by email or any means of communication offered to the Merchant.

The Merchant shall immediately notify Finance Incorporated upon becoming aware or reasonably suspecting that there has been the unauthorised access or use of the SoftPOS Account and/or the SoftPOS Terminal, such notification being undertaken in accordance with Section 3 of these SoftPOS T&Cs. Notwithstanding any immediate reporting to Finance Incorporated, the Merchant shall be required to take appropriate steps to minimize any loss or harm or damage that may result for such unauthorised access for which Merchant shall in any case be responsible.

The Merchant understands that Finance Incorporated shall never request the Merchant and/or the Authorised Users to confirm the SoftPOS Security Credentials and the Merchant agrees (and shall ensure that the Authorised Users also agree) not to respond to any email or other unsolicited correspondence that requests such information.

The Merchant shall not allow any third party (other than Authorised Users) to access and/or use the SoftPOS Account and/or the SoftPOS Terminal connected to the Merchant Profile, to gain access to any services and products provided by Finance Incorporated.

Where it is permitted that the downloading, installation and set-up of the SoftPOS App is on a device to be registered and used as a SoftPOS Terminal by Authorised Users, this shall be the Merchant's sole responsibility. The Merchant shall also be solely responsible for monitoring the use of the SoftPOS Terminal by the Authorised User(s). The Merchant shall be responsible for blocking and/or unblocking the use of any such device as a SoftPOS Terminal and such decision shall be at Merchant's sole discretion.

The Merchant acknowledges and is aware that all loss, damage, theft, destruction and/or unauthorized use of the SoftPOS Account and/or SoftPOS Terminal(s) arising from any cause whatsoever (including acts of God/Force Majeure), shall be the Merchant's responsibility.

The Merchant understands that all transactions submitted and processed via the SoftPOS App using the SoftPOS Terminals connected to the merchant profile, shall be deemed to have been transactions submitted as a result of the lawful and legitimate access of the SoftPOS App and use of the SoftPOS Terminals connected to the merchant profile, for which Merchant shall be solely and fully liable, irrespective of whether the SoftPOS App and/or SoftPOS Terminal(s) were used without Merchant's authority or accessed fraudulently.

The Merchant shall hereby indemnify to the fullest extent Finance Incorporated from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to Merchant's breach of any of the provisions of these SoftPOS T&Cs.

The Merchant shall indemnify and hold Finance Incorporated harmless if Finance Incorporated should suffer any damage due to Merchant's direct or indirect negligence, wrongful action/omission, or fraudulent use or misuse of the SoftPOS Account and/or SoftPOS Terminal, including where any such act/omission is attributable to an Authorised User. The cost of such damage shall be the Merchant's sole responsibility and the Merchant understands and agrees that Finance Incorporated shall have the right to debit the cost of any such damages from the Merchant's processed volumes together with other associated costs.

The Merchant shall be required to provide customers with a transaction receipt that shall be offered through the customer scanning the QR Code provided by the SoftPOS App.

The Merchant acknowledges that for the SoftPOS App to be successfully downloaded and/or installed and/or set-up and/or to function, Merchant shall be fully responsible for:

- ascertaining whether the Merchant's device is appropriate and compatible for the operation of the latest version of the SoftPOS App;
- the continued functionality of the device on which the SoftPOS App has been downloaded and installed, set-up and registered, including ensuring that the device is (i) in good working order; (ii) at all times updated to run on the latest version of Merchant's operating system; and (iii) operating in accordance with the relevant device manufacturer's specifications;
- any damage to the Merchant's device (or that of Authorised Users), as a result of the downloading and installation of the SoftPOS App;
- the device used to access the SoftPOS App which shall be the sole responsibility of the Merchant, and Finance Incorporated shall not be responsible for any liability for losses that may arise due to any defect in the device. Merchant further agrees that (i) the device shall not be left unattended or accessible in any manner by any third party while Merchant is still logged onto the SoftPOS App; (ii) not save the SoftPOS Security Feature to the device; and (iii) immediately inform Finance Incorporated of any fraudulent or unauthorised access and/or use of the SoftPOS App by any person whatsoever;

if the Merchant's device is lost or stolen, the Merchant undertakes to immediately inform Finance Incorporated. Notwithstanding the reporting to Finance Incorporated, the Merchant will remain responsible for all transactions that may be processed via the SoftPOS App up to the time that the Merchant reports the loss or theft to Finance Incorporated and until Finance Incorporated confirms to the Merchant, in writing, that the SoftPOS App used on the stolen or lost device in question, has been blocked and/or deactivated;

Unless expressly permitted in these SoftPOS T&Cs, the Merchant shall not:

- (a) publish, distribute, sell, rent, lease or transfer the SoftPOS App or any SoftPOS Terminal or allow the use of the SoftPOS Terminal or the MID by third parties;
- (b) reproduce the SoftPOS App;
- (c) store the SoftPOS App on a server or another storage device connected to a network, or set up a database by systematically retrieving and storing data from the SoftPOS App;
- (d) remove or modify the contents of the SoftPOS App or circumvent security measures or interfere with the proper functioning of the SoftPOS App or the server on which the SoftPOS App is hosted;
or
- (e) do anything else that is not expressly permitted by these SoftPOS T&Cs and any Annexes hereto.

The Merchant acknowledges and understands that if the Merchant does not make use of the SoftPOS Account and SoftPOS Terminal for an extended period of time, the SoftPOS Account may become inactive due to non-use. The Merchant therefore undertakes to promptly notify Finance Incorporated should the services no longer be required to ensure the operability of the SoftPOS App and the processing of transactions should the Merchant decide to re-commence using the SoftPOS Services.

The Merchant warrants that the SoftPOS Account and the SoftPOS Terminal shall only be used for legal purposes in compliance with all applicable laws and regulations and shall not be used in a manner that could violate the integrity of Finance Incorporated, any of its affiliated companies, its partners or of the card schemes. The Merchant further warrants that the SoftPOS Account and the SoftPOS Terminal shall only be used by the Merchant for the purpose for which the registration of the Merchant with Finance Incorporated was undertaken during the registration process set out in these SoftPOS T&Cs.

In addition to any other warranties set out in these SoftPOS T&Cs and any Additional Terms, the Merchant warrants to Finance Incorporated that: (a) You are eligible to register and use the SoftPOS Account and SoftPOS Terminal and have the right, power and ability to enter into and perform these SoftPOS T&Cs; (b) the name identified by You when You registered is Your name or the business name under which the Merchant sells products and/or services; (c) You and Your use of the SoftPOS App, SoftPOS Account and SoftPOS Terminal will comply with all laws, rules and regulations applicable to Your business; and (d) You will not use the SoftPOS App, SoftPOS Account and SoftPOS Terminal, directly or indirectly for any fraudulent undertaking or in any manner so as to interfere with the use of the SoftPOS App, SoftPOS Account and SoftPOS Terminal.

6. Finance Incorporated's Undertakings, Obligations, Warranties and Representations

Having an active SoftPOS Account and active SoftPOS Terminal, SoftPOS App enables the Merchant to, among other things, accept payment methods using contactless cards or applicable devices and can retrieve data relating to process payment transactions, declined/voided transactions and refunds. The Merchant understands that for more detailed information including settlement and chargebacks, such data will be accessed through the Merchant's account held with PaymixVIA.

You agree that We may at any time (and Finance Incorporated reserves the right to) update or modify the SoftPOS App in whole or in part. In particular, Finance Incorporated may modify the format and content of the SoftPOS App and/or the requirements for the access devices from time to time. This may mean that Finance Incorporated may discontinue the functioning of the SoftPOS App on outdated operating systems and may discontinue out dated versions of the SoftPOS App. We will always attempt to notify You of any such updates or modifications with reasonable notice in accordance with Section 14. However, We reserve the right to implement such updates and modifications with immediate effect without prior notice to You.

The Merchant understands that should the SoftPOS App become non-compliant with industry standards, the Merchant will, upon Our direction, be obliged to download any updated application which is compliant with industry standards. Should the Merchant not download any new application as may be required in

accordance with the terms of these SoftPOS T&Cs, Finance Incorporated reserves the right to terminate these SoftPOS T&Cs.

From time to time, we will perform maintenance and upgrades of the services, which may result in interruptions, delays or errors in the services. Although We will use commercially reasonable efforts to notify You in advance of any planned maintenance in accordance with Section 14, We cannot guarantee that such notification will always be provided.

Finance Incorporated does not warrant that the SoftPOS App will be compatible with every type of device used by the Merchant. You may not use the SoftPOS App together with a mobile device that has been modified contrary to the manufacturer's software or hardware guidelines.

Your ability to use the SoftPOS Account and SoftPOS Terminal is dependent on services provided to you by third parties (such as Internet, data traffic, network services amongst others). Such third parties may charge you fees for accessing and using such services and applications to use the SoftPOS App and you are solely responsible to pay such fees. Finance Incorporated does not own, control or have any responsibility or liability for any third-party services or software applications you select to use in connection with the use of the SoftPOS App. We do not accept or assume any responsibility or liability for the operation or security of any third-party services or software applications, for your inability to use the SoftPOS App as a result of any third party services or software applications or for your breach of the terms of Your contract with any third party services as a result of using the SoftPOS App or otherwise.

Although We will use commercially reasonable efforts to provide the services continuously, We do not warrant that the services will be free from interruptions, delays or errors caused by Our systems or other third party services providers, general Internet failures or force majeure. You must notify Us without undue delay using one of the methods of communication set out in Section 3 to contact our customer support. If You experience any interruptions, delays or errors in the services, and provide all reasonably requested information and assistance in identifying and resolving such interruptions, delays or errors.

Finance Incorporated will use all reasonable endeavors to ensure that there are no interruptions to the functioning of the SoftPOS App. It is possible however, at reasonable judgement of Finance Incorporated, to suspend temporarily or to limit the functioning of the SoftPOS App in order to perform the activities of maintenance or if Finance Incorporated is obligated by law or if Merchant fails to fulfil his/her material obligations under these SoftPOS T&Cs (including unauthorized use of the SoftPOS App by the Merchant (or an Authorised User where applicable), or if Finance Incorporated has suspicion that the Merchant (or an Authorised User where applicable) is engaged in illegal activities, money laundering or financial terrorist activities. To the extent permitted by applicable law, Finance Incorporated shall inform the Merchant of a suspension or limitation and, if possible, the steps required to enable Finance Incorporated to undo the suspension or limitation of the Merchant's access to the SoftPOS App.

Finance Incorporated confirms that it has reasonable security safeguards in place to protect Merchant's details and other confidential data and information provided by Merchant to Finance Incorporated, whether via the SoftPOS App, Our Website or via our methods of communication in accordance with these SoftPOS T&Cs. Provided however that Merchant accepts that Finance Incorporated shall not be responsible for any information sent by Merchant over an unsecured link or communication system that is susceptible to unlawful monitoring, interception or access by a third party.

7. Limited Liability of Finance Incorporated

Finance Incorporated shall not be liable (nor any of its officers, directors and employees, contractors, authorised representatives or agents) shall be held liable for any losses or damages whether direct or indirect arising out of or in any way connected with the Merchant's use and/or non-use of the SoftPOS App and/or use or non-use of the Merchant's SoftPOS App and/or the use or non-use of Merchant's device as a SoftPOS Terminal, whether such liability is under contract or otherwise.

Finance Incorporated, including its officers, directors and employees, contractors, authorised representatives or agents shall not be responsible for any liability for any consequential loss or damage howsoever defined, including any loss of profit, business, revenue, goodwill, anticipated savings or otherwise, which may arise in connection with this Agreement and/or the use or non-use of the SoftPOS App, and/or the use or non-use of the Merchant's SoftPOS Account and/or use or non-use of Merchant's device as a SoftPOS Terminal. Finance Incorporated will have no responsibility to pay the Merchant compensation for financial loss, for any information which is lost or corrupted, or for any loss that could not have been reasonably expected including but not limited to the consequences of industrial disputes, accidental damage and force majeure.

The SoftPOS App on each device being used as a SoftPOS Terminal shall store data of all the transactions undertaken through each device. Merchant shall be responsible for ensuring that such transaction data from all SoftPOS Terminals (including as used by any Merchant Employees and/or Authorised Users), shall be provided to Merchant in accordance with Merchant's own operational procedures. Finance Incorporated has no liability for the use of the SoftPOS App or the use of the device as a SoftPOS Terminal by any of Merchant Employees, Authorised Users or any other person whatsoever or for the compliance Merchant Employees, Authorised Users or any other person whatsoever with Merchant's operational procedures.

Finance Incorporated shall not be liable to Merchant for any decision to suspend or terminate Merchant's use of the SoftPOS App.

Merchant acknowledges and understands that (i) Finance Incorporated shall not be responsible for any mobile operator or service provider's network and/or Wi-Fi (wireless internet access) connectivity preventing or negatively impacting its access to the Mobile Services; and (ii) Merchant's device network operator or internet service provider may charge Merchant fees for access and use of the services via a mobile network or Wi-Fi connection, and Merchant will be solely responsible for these charges.

Nothing in these SoftPOS T&Cs shall exclude or limit the liability of either Finance Incorporated nor Merchant to the other party in the case of death or personal injury that may arise because of one party's gross negligence, wilful misconduct or fraud.

We provide the Services to you on an "as is" and "as available" basis without any warranty or condition, express or implied, except as specifically stated in these General Terms and Conditions. We do not warrant continuous, uninterrupted or secure access to any part of the Services, and we will not be liable for any disruption or impairment of the Services under these General Terms and Conditions.

Without limiting the foregoing, we do not warrant that the Services are accurate, reliable or correct, that the Services will meet your requirements, that the Services will be available at any particular time or location, uninterrupted or secure, that any defects or errors will be corrected, or that the Services are free from viruses or other harmful components. Your use of the Services is at your own risk; any content or data downloaded or otherwise obtained through the use of the Services is downloaded at your own risk and you will be solely responsible for any damage to your property or loss of data that results from such download.

8. Merchant's Liability and Indemnification

You are responsible for all liabilities incurred by a third party and/or Us caused by Your access to and use of the Services and/or arising from any breach by You of any provision of these SoftPOS T&Cs and any Additional Terms. You agree to reimburse such third party and/or Us for any and all such liability.

Notwithstanding the above or any other provision of these SoftPS T&Cs or any Additional Terms, You agree to defend, indemnify, and hold us and our respective directors, agents, affiliates and representatives

harmless from and against any claim (including all third-party claims), cost, suit, demand, loss, liability, damage, action, proceeding, judgment, penalty, interest and expense (including without limitation reasonable attorneys' fees) arising out of or relating to: a) any actual or alleged breach by you of any provision of these SoftPOS T&Cs or any Additional Terms, b) your wrongful or improper use of the SoftPOS App, SoftPOS Account and/or SoftPOS Terminal, c) your violation of any third party right, including without limitation any right of privacy, publicity rights or intellectual property rights, d) third party indemnity obligations we incur as a direct or indirect result of your acts or omissions, e) your violation of any applicable law, rule or regulation of your specific jurisdiction, and f) errors made by you in providing information or instructions to us, whether through your SoftPOS Account or any other means of communication.

9. Privacy of others

You confirm and agree that You will protect and, save where required by law, not disclose, register or otherwise process any information that you may receive about your customers or other third parties while using the Services. You must notify us through Our Website or by contacting Our customer support team without undue delay if you become aware of or suspect any unauthorised access to or disclosure of such information. You may not disclose or distribute any information about your customers or other third parties or use such information for marketing or other purposes unless You have ensured an applicable legal ground in accordance with applicable data protection laws prior to such disclosure or distribution. You are solely responsible for compliance with any applicable privacy laws and regulations of Your specific jurisdiction, including current requirements for e.g. registration or notification to the relevant supervisory authority, where applicable, implementing appropriate security measures and providing customers and third parties with information regarding the use of their personal data, including but not limited to how we (or other companies within the Finance Incorporated group) may use such personal data.

10. Intellectual Property Rights

Finance Incorporated (or a partner with whom Finance Incorporated may cooperate specifically for this purpose) owns and retains all rights, title and interest (including copyrights, trademarks, patents, as well as any other intellectual property or other right) in and to the SoftPOS App and all information, content, (including all information, images, videos, databases and computer programs), documentation and any proprietary products that may be made available via the SoftPOS App from time to time and in the software underlying the SoftPOS App (the "Paymix Software").

No licence or other right or interest in or to the SoftPOS App is granted to Merchant except for the licence rights specifically set forth in these SoftPOS T&Cs including the End User Licence Agreement as set out in Schedule 2 to this SoftPOS T&Cs which shall be an integral part of these terms and conditions.

No permission given by Finance Incorporated to use the SoftPOS App shall convey any proprietary or ownership rights in the SoftPOS App. The Merchant shall not attempt to modify, translate, disassemble, de-compile, copy or reverse engineer the SoftPOS App or the Paymix Software or create any derivative product based thereon.

Any use of the SoftPOS App or the Paymix Software that goes beyond normal use, in particular the private and commercial reproduction, duplication, modification, distribution or storage of information or files, in particular of texts, parts of texts, images and film material, requires the prior express written consent by Finance Incorporated. This also applies to inclusion in electronic databases and reproduction on CD-ROM, DVD etc. or any kind of social media, in applications or in the internet, as well as modification, distribution or other misuse. By downloading or sending the source code, the Merchant does not acquire any ownership rights to the SoftPOS App. No copyrights or other ancillary copyrights shall be transferred. If the service is discontinued the Merchant is obliged to delete the software provided immediately. In all other respects the legal limits arising from copyright law and other applicable legal provisions shall apply.

Merchant undertakes not to (nor will it allow or cause any Merchant employee, Authorised User or any third party to):

- tamper, decompile, edit, reverse engineer, disassemble, attempt to derive the source code of or modify the SoftPOS App or Paymix Software, nor use the SoftPOS App or Paymix Software to develop functionally similar software applications to those available via the SoftPOS App or Paymix Software;
- use or exploit the SoftPOS App or Paymix Software for commercial gain under any circumstances whatsoever;
- sublicense, distribute, export or resell the SoftPOS App or Paymix Software (whether in whole or in part) or otherwise transfer any rights therein;
- remove any proprietary or intellectual property rights notices or labels that appear on the SoftPOS App or Paymix Software; or
- exercise any other right to the SoftPOS App or Paymix Software not expressly granted in this Agreement.

11. Term and Termination

The terms and conditions set out in these SoftPOS T&Cs are valid for an indefinite period and shall remain in force and be binding on the Merchant until termination of this agreement between Finance Incorporated and the Merchant or any other agreement between Finance Incorporated and Merchant, the termination of which will necessarily result in the termination of these SoftPOS T&Cs, including but not necessarily limited to, the merchant agreement for the provision of payment processing and acquiring services by Finance Incorporated to the Merchant.

The Merchant can also stop using the SoftPOS App at any time without any penalty. However, if the Merchant does not use the SoftPOS App for an extended period of time, Finance Incorporated reserves the right to suspend the Merchant's use of the SoftPOS App, SoftPOS Account and SoftPOS Terminal. Suspension shall only be implemented once Finance Incorporated has informed Merchant, in writing, of its intention to suspend Merchant's use of the SoftPOS App after a lapse of thirty (30) days unless Merchant informs Finance Incorporated, in writing, that Merchant's use of the SoftPOS App is to be retained.

Finance Incorporated reserves the right to immediately suspend and/or terminate Merchant's use of the SoftPOS App at any time, including without prior written notice, where:

- Merchant (including Merchant Employees and/or Authorised Users) have undertaken repeated violations or a serious one-time breach of these SoftPOS T&Cs (including attempted deception of Finance Incorporated or of other partners by Merchant deliberately providing false information);
- the termination for good cause by Finance Incorporated of Merchant's iPaymix Personal and/or Business Account, iPaymix Merchant Acquiring Agreement (or of any other products and services provided by Finance Incorporated to Merchant);
- where Finance Incorporated has clear evidence or a strong suspicion of any malicious or fraudulent activity by the Merchant or Merchant Employee and/or Authorised User; or
- where the Merchant has undertaken a manipulation of the SoftPOS App or abuse of any latency that might exist in the SoftPOS App.

Finance Incorporated may, unless a shorter period is provided in this Agreement, as permitted by law, at any time, terminate Merchant's use of the SoftPOS App in conjunction with a decision to close Merchant's SoftPOS Account and Merchant Agreement and shall give Merchant sixty (60) days prior written notice.

Upon suspension or termination, Merchant will not be able to accept any payments from customers and Merchant's right of access to the SoftPOS App shall cease. The Merchant will, however be able, to view the history of transactions acquired and processed by Finance Incorporated for a period of time that Finance Incorporated shall advise to Merchant.

If Merchant wishes to continue using the SoftPOS App after suspension or re-commence the use of the SoftPOS App after termination, Merchant shall be required contact Finance Incorporated and Merchant may be required to successfully register with Finance Incorporated again.

12. No Advice

In providing the SoftPOS App, the SoftPOS Account and the SoftPOS Terminal Finance Incorporated is not providing any investment, other financial, legal or tax advice.

13. Pricing and Fees

An up-to-date list of the applicable fees charged by Finance Incorporated in respect of the SoftPOS App shall be made available on Our Website: <https://www.paymix.eu/>

Finance Incorporated may introduce and from time-to-time charge or amend the fees connected to the SoftPOS App. In such case, Finance Incorporated will provide prior notification to the Merchant at least sixty (60) days in advance of any such changes.

14. Notices and Information

You agree that We can provide written notices and information to you electronically by posting it on Our Website, or by emailing it to Your specified email address associated with your SoftPOS Account. Such notices and information will be deemed received by you within 24 hours as of posted on Our Website or within 24 hours as of emailed to You, unless we receive notice that the email was not delivered. For this purpose, you will at all times maintain at least one valid email address associated with Your SoftPOS Account. We will not be responsible for undelivered emails if the sole email address specified by You is not valid or if You have changed your email address but have not notified us of such change.

You are required to check for incoming notices and information regularly and frequently. Emails may contain links to further communication on Our Website (or affiliated websites). Where any laws or regulations require Us to provide information to You on a durable medium, We will either send you an email or send you a notification pointing You to information on Our Website in a way that enables You to retain the information in print format.

Apart from notices to You via email, We reserve the right to contact You via registered post letter or telephone, when appropriate.

You hereby instruct Us to notify you of any incidents We are legally obliged to inform Our customers about to the e-mail address that you have connected to your SoftPOS Account.

We will, on a best endeavours basis, set your preferred language based on the country you choose during the registration process and we will send you standard notices and information in your chosen language. However, we reserve the right to communicate with you at all times in the English language.

15. Amendments

The SoftPOS T&Cs, including any pricing schedule and the Privacy Policy may be amended and updated from time to time. The most recent version of these documents will be available on Our Website: <https://www.paymix.eu/>

In case of major changes to these documents, Finance Incorporated will notify Merchant giving at least sixty (60) days' notice period.

16. Assignment

Merchant may not assign any right or obligations Merchant has under these SoftPOS T&Cs without the prior written consent of Finance Incorporated.

17. Severability

If any provision of these SoftPOS T&Cs is held to be invalid in whole or in part, the validity of the remaining provisions will not be affected. If any provision of the SoftPOS T&Cs is held to be unenforceable, the enforceability of all remaining provisions shall not be affected thereby.

18. Miscellaneous

Sections, paragraph headings and Annexes shall not affect the interpretation of these SoftPOS T&Cs. The Annexes form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Annexes. If there is an inconsistency between any of the provisions in the main body of this agreement and the Annexes, the provisions in the Annexes shall prevail. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time.

19. Governing Law and Jurisdiction

The SoftPOS T&Cs and all further agreements between Finance Incorporated and Merchant shall be governed by the Laws of Malta. The exclusive place of jurisdiction for all disputes in connection with these proceedings is the Courts of Malta.

20. Free Trial

Finance Incorporated may offer the SoftPOS App, the SoftPOS Account and the SoftPOS Terminal to Merchants on a free trial for a period communicated with the offer of such SoftPOS App, the SoftPOS Account and the SoftPOS Terminal.

Where a Merchant has benefitted from a free trial period, the terms contained in this Section 20 shall apply. Furthermore, additional terms and conditions applicable to the free trial period may also apply. Any such additional terms and conditions are incorporated into the free trial terms set out in this Section 20 of the SoftPOS T&Cs by reference and are legally binding. If You do not agree to these SoftPOS T&Cs (inclusive of the free trial period terms), or to any additional terms and conditions issued as part of the free trial period, You must not use any of the services during the free trial period.

During a free trial period, the Merchant may be given a compatible device by Finance Incorporated to access the SoftPOS Account and to use as a SoftPOS Terminal.

During a free trial period, the services, including the SoftPOS Account and the SoftPOS Terminal shall be made available to the Merchant free of charge from the commencement of the activation by Us of the Merchant's SoftPOS Account and SoftPOS Terminal and the Merchant's acceptance of the merchant agreement.

The free trial period will be available until the earlier of a period of twelve (12) months from the date of activation of the Merchant's SoftPOS Account and SoftPOS Terminal or the termination of the free trial period at Finance Incorporated's sole discretion.

All provisions of these SoftPOS T&Cs will continue to apply during the free trial period subject to the free trial terms set out in this Section 20. After the end of the free trial period, Finance Incorporated will terminate the Merchant's use of the free trial period and the terms set out in this Section 20 shall no longer apply except to the extent that they survive the termination of the free trial period as set out herein. The Merchant may cancel the free trial period at any time prior to the end of the free trial period. If the Merchant does not cancel the free trial period, the services will automatically commence at the prevailing pricing structure applicable at the time the free trial period ends, with no further action from the Merchant, until these SoftPOS T&Cs and the merchant agreement.

Upon expiration or earlier termination of a free trial period, all benefits granted to the Merchant, namely the provision of services free of charge and the provision of a free compatible device, will terminate effective as of the effective date of termination and Finance Incorporated will have no obligation to provide the free trial period and the associated benefits after the effective date of the termination of such free trial period.

During the free trial period, the Merchant is required to collaborate and provide feedback to Finance Incorporated in respect of the use of the SoftPOS App, the SoftPOS Account and the SoftPOS Terminal including reporting any non-performance issues (if any detected), recommendations to improve functionality of the SoftPOS App, the SoftPOS Account and the SoftPOS Terminal and any associated services provided including the use of PaymixVIA. The use of the SoftPOS Account and SoftPOS Terminal are at the Merchant's own risk. Our services are provided on an 'as is' basis except as otherwise specifically set forth in these SoftPOS T&Cs. Finance Incorporated Limited does not take responsibility whatsoever or otherwise warrant the performance of any device provided by Us or otherwise. We do not make any promises on behalf of any third party and You acknowledge and agree that You have not relied on any promises made by Us related to such parties or the products and services provided by them.

The Merchant, in benefitting from the free trial period, acknowledges that all right, title and interest in and to the SoftPOS App, the SoftPOS Account and the SoftPOS Terminal, Our Website and associated websites (e.g. PaymixVIA) and all underlying software, technology and other intellectual property belong exclusively to Finance Incorporated or its licensors. Any and all feedback provided by the Merchant during the free trial period (and at any time after the termination of the free trial period) shall be the property of Finance Incorporated and the Merchant agrees to assign, and hereby assigns, all right, title and interest in the feedback, and the related intellectual property rights, to Finance Incorporated.

Annex 1: Terms of Use for Downloading the Paymix SoftPOS App from Google Inc's Google Play Store

The following conditions apply in addition to the Paymix SoftPOS Terms and Conditions for downloading the SoftPOS App via the Google Play Store by Google Inc. ("Google"):

1. Merchant accepts that the terms of use are only effective between the Merchant and Finance Incorporated, not with Google.
2. Merchant's use of the SoftPOS App must meet the current terms of use of Google Play.
3. Google is only the provider of Google Play where Merchant downloaded SoftPOS App for Android smartphones. Only Finance Incorporated and not Google, is solely responsible for the SoftPOS App, the compatibility with Android, the services and content, which are accessible via these. Google has neither an obligation nor a liability regarding Android or this Agreement.

4. Merchant acknowledges that Google is a third-party beneficiary of these terms of usage, as far as a connection to Finance Incorporated's SoftPOS App for Android is established.

Annex 2: End User Licence Agreement

This End User Licence Agreement ("EULA") is a legal agreement between the Merchant and Finance Incorporated Limited. ("Finance Incorporated") for software owned by Finance Incorporated and its affiliated companies and its third-party suppliers and licensors, that accompanies this EULA, which includes computer software and may include associated media, content and data, printed materials, or electronic documentation ("Paymix Software") in connection with Merchant's use of Merchant's device.

1. Grant of Licence

Finance Incorporated hereby grants the Merchant a personal, limited, revocable, non-exclusive, non-transferable, non-sublicensable licence to install, electronically access, use, display and run a copy of the Paymix Software on a compatible device that is owned and/or lawfully controlled by Merchant.

2. Reservation of Rights of Ownership

Paymix reserves all rights that are not expressly granted to Merchant in this EULA. The Paymix Software is protected by copyright and other intellectual property laws and treaties. Finance Incorporated or its suppliers own the title, copyright and other intellectual property rights in the Paymix Software. For the avoidance of doubt, the Paymix Software is licenced, not sold.

3. Limitations of End User Rights

Merchant shall not, and shall not enable or permit any third-party to do any of the following: (a) access or monitor any material or information on the Paymix Software using any manual process or robot, spider, scraper or other automated means; (b) copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute the Paymix Software or any material, or information that the Merchant receives or is granted access to from Finance Incorporated; (c) permit any third-party to use and benefit from the Paymix Software via rental, lease, timesharing, sub-licence or any other arrangement; (d) transfer any rights granted to the Merchant under these SoftPOS T&Cs and its Annexes and any Additional Terms; (e) violate the restrictions of the Paymix Software, workaround or bypass or circumvent any of the technical limitations of the Paymix Software, use any tool to enable features or functionalities that are otherwise disabled in the Paymix Software used by the Merchant or decompile, disassemble, or otherwise reverse engineer the Paymix Software; (f) perform or attempt to perform any actions that interfere with the proper functionality of the Paymix Software, prevent access to or use of the Paymix Software by Our other customers, or impose an unreasonably or disproportionately large load on Our infrastructure; or (g) otherwise use the Paymix Software, the SoftPOS App, SoftPOS Account, SoftPOS Terminal and Our Website, except as expressly allowed under these SoftPOS T&Cs (and Annexes) and any Additional Terms.

Where a device is being used by Authorised Users or other person using such a device as part of Merchant's business or professional activity and provided the device has Paymix Software installed, that Authorised User is licenced to use the Paymix Software as if it were being used by the Merchant and such Authorised User shall comply with these terms on the same basis. Any failure to comply with these terms of the EULA by the Authorised User shall be deemed to a failure to comply with these terms by Merchant.

4. Paymix Software Updates

Finance Incorporated may make available to Merchant updates, upgrades, supplements and add-on components (if any) of the Paymix Software, including bug fixes, service upgrades (parts or whole), and updates, enhancements and feature improvements or deletion to any Paymix Software (including entirely new versions), (collectively "Update") after the date Merchant obtains an initial copy of the Paymix Software. This EULA applies to all and any component of the Update, unless We provide other terms along with such Update.

Having an automatic software download function enabled, Merchant's device may download certain Updates automatically from time to time through a network connection. If Merchant has chosen to disable such a function, then the availability of new Updates can be checked for and downloaded manually. Security-related Updates may be automatically downloaded and installed without Merchant's consent, even if Merchant shall have disabled the automatic software download function due to the importance of receiving updates for security software in a timely manner. We recommend that Merchant checks for the availability of any new Updates periodically for optimal use of the Paymix Software on Merchant's device.

Merchant also acknowledges and accept that the Paymix Software may be subject to downtime and that Finance Incorporated may, from time to time, fully or partially interrupt access to the whether for maintenance purposes or otherwise.

5. Consent to Use of Data

By using the Paymix Software, Merchant agrees to the use of Merchant's information in the manner described below and in accordance with the Finance Incorporated Privacy Policy that is available in the Paymix SoftPOS App and on Our Website: <https://www.paymix.eu/>

- (a) **Software Updates.** To provide updates to the Paymix Software, Merchant agrees that Finance Incorporated and its affiliates may collect and use technical information gathered as part of the product support services related to the Paymix Software provided to Merchant. Finance Incorporated may use this information solely to improve their products or to provide customised services or technologies to Merchant and will not disclose this information in a form that personally identifies Merchant.
- (b) **Diagnostic and Usage Data.** Finance Incorporated and its affiliates may collect maintain, process and use diagnostic, technical and usage related information, to provide and improve Paymix Software, products and services, facilitate the provision of software updates, product support and other services to Merchant related to the Paymix Software, and to verify compliance with the terms of this EULA.
- (c) **Location Data.** Finance Incorporated and its partners, licensees and third-party developers may provide certain services that rely upon location information, such as Merchant's device's GPS signal or information about nearby Wi-Fi access points and cell towers. If Merchant chooses to use such location-enabled services, Merchant shall agree to this data being transmitted to Finance Incorporated.

6. Internet Access

Most features of the Paymix Software require Merchant's device to have access to the Internet and may be subject to restrictions imposed by the network or Internet provider. Unless Merchant's device is connected to the Internet through Wi-Fi connection, the Paymix Software will access the internet through a mobile network, which may result in additional charges depending on Merchant's own payment plan. In addition, Merchant's enjoyment of some features of the Paymix Software may be affected by the suitability and performance of Merchant's device hardware or data access.

7. Security and Safety Practices.

Merchant shall follow the guidelines listed below:

- (a) It is recommended that Merchant installs the Paymix Software on a new device or on a device that has been just reset to factory settings.
- (b) It is recommended that Merchant avoids installing other applications or software on the device. If required, please use the official Google Play Store.
- (c) Merchant shall make sure that all device software is always up-to-date. Use the latest available versions of the Paymix Software.

- (d) Merchant shall regularly inspect the status of the device; make sure the device is in good condition.
- (e) Paymix Software will need to use the NFC reader of the device. Therefore, Merchant shall verify that there are no obstacles close to or on top of the location of the NFC reader as this may hinder card reading. The position of the NFC reader differs across devices and reference shall be made by Merchant to the manufacturer's manual.
- (f) Upon PIN entry, always instruct card holders to cover their hand making sure there are no cameras or other video/audio recording devices pointing to the device.
- (g) In case Merchant notices anything unusual while using the Paymix Software or anything unusual is reported to Merchant by a card holder, Merchant shall report this matter to Customer Service in accordance with the Paymix SoftPOS Terms and Conditions.