## POS section

This POS Section governs the provision by CMP and the use by Merchant of Terminals and/or POS Payment Services. Only if and to the extent, in the Agreement or an order, Parties have agreed that CMP will provide Terminals and/or POS Payment Services to Merchant, this POS Section applies in addition to the preceding sections of these CMP Merchant Terms.

### 1 General

1.1 CMP offers Terminals for use with the CMP Service. Terminals can connect to the CMP POS Platform through an integration enabling the routing of Transactions for Cards.

1.2 In the event of inconsistencies between the provisions of this POS Section and the clauses in the preceding sections of these CMP Merchant Terms, the terms and conditions set forth in this POS Addendum shall prevail.

1.3 CMP shall have the right to modify the Platform, the Terminals, software elements or any present agreements. CMP shall not be liable for any costs incurred by Merchant as a result of such modifications.

1.4 In case the Merchant does not pay the invoice(s) on time (in accordance with the Agreement or CMP's instructions), CMP is entitled to revoke the applicable licenses, causing the functionality and operation of the CMP Services and/or if relevant, the Terminal to cease.

### 2 Terminals, Terminal software and POS Routing Services

2.1 Merchant can connect the Terminals to the CMP POS Platform for the processing of Transactions through the POS Routing Services. The Terminals shall be configured in accordance with CMP's most recent configuration requirements as presented by CMP.

2.2 Terminals are available at the prices listed in the standard price list as published on the website of CMP. The payment of the Terminal Fees will be due upon CMP's acceptance of the Order for the Terminals.

2.3 The Terminals will be purchased by Merchant and sold by CMP as detailed in the Agreement or order. The purchase and sale of additional Terminals will be agreed in separate orders.

2.4 In return for the Terminals fees, CMP shall provide the cables and supplies necessary for the initial and basic operation of the Terminal as specified in the Terminal's product sheet;

### 3 Terminal preparation by CMP: Plug & Play

3.1 CMP will prepare each Terminal so that is ready to "plug and play" before it is dispatched for delivery to Merchant by:

3.1.1 loading the acquirer keys/ security keys into the Terminal (and making the Terminal suitable for remote key

loading and further Key Management Services)

3.1.2 installing Terminal software on the Terminal;

3.1.3 personalising the Terminal so that Merchant can activate the registration of the Terminal in the CMP POS Platform;

3.1.4 testing the Terminal;

3.1.5 packaging the Terminal for dispatch to Merchant's address, as designated in the Agreement or order; and

3.1.6 dispatching the Terminal to the Merchant via standard shipping.

3.2 Plug & Play herein means that the Terminal will be recognised by the CMP POS Platform as soon as Merchant connects it to the internet so that Transactions can be routed through the POS Routing Services as agreed.

3.3 CMP shall perform all preparations set forth in clause 3.1 of this Terminal section in a secured environment and in compliance with applicable PCI DSS.

3.4 Upon receipt by CMP of an order for a Terminal(s), CMP shall prepare the Terminal(s) with standard batches and will dispatch them within fifteen (15) Working Days. Dispatch will not take place until CMP received the Terminal fees due by Merchant.

3.5 Upon receipt of the Terminal(s), Merchant is responsible for properly installing, connecting and activation of the Terminal that will register on the CMP POS Platform proceeding through the Plug & Play set-up menu.

## 4 Restrictions and obligations for Merchant's using Terminals

4.1 Merchant shall comply with the standard processing procedure set forth in the POS operation guide which is provided with each Terminal or as part of the API/AKD Documentation. As a minimum, Merchant shall observe the following obligations and restrictions:

4.1.1 Merchant shall not obtain Card details via email or the internet and manually enter the Transaction into the Terminal;

4.1.2 no sale shall be concluded without Merchant obtaining authorisation through the Terminal;

4.1.3 the authorisation code for each POS Transaction shall be printed on the receipt of the Terminal;

4.1.4 if authorisation for a Transaction is refused, the Transaction may not proceed and Merchant may not seek authorisation for another amount on the same Card;

4.1.5 Merchant shall indicate the fact that it accepts Card Payments clearly visible in its business premises (in particular, in the cash till area or on the Terminal) in accordance with the instructions applicable for the relevant Payment Networks;

4.1.6 Merchant must ensure that its personnel is acquainted with the processing modes valid for the processing of point-of-sale Card Payments; Merchant is responsible for the correct data input in the Terminal and abuse or otherwise unauthorised use of the Terminal by Merchant's staff is at Merchant's risk;

4.1.7 Merchant shall store all codes and/or other sensitive information (including but not limited to key and access codes) at a secure location and shall use its best efforts to prevent any misuse of such information. In case it fails to do so, it shall be fully liable for all related malfunctioning and/or misuse of the Terminal(s).

4.2 Furthermore, Merchant shall not accept point-of-sale Card Payments (or present for processing any such Transaction Data) if:

4.2.1 the Card does not meet the requirements with respect to the validity of the Card laid down in the Rules;

4.2.2 the Card no longer bears the authenticity features referred to in the Operation Guide(which guide may be updated from time to time);

4.2.3 the Card is damaged such that the data are no longer clear or changes have been made to the Card in any way;

4.2.4 the signature on the Card does not correspond with the signature on the sales receipt or the POS Transaction receipt or there is no signature on the back of the Card;

4.3 no pre-existing outstanding receivable or a dishonoured check shall be paid by Card.

4.4 With regards to Card presentation, Merchant should not have reasonable doubts about the authority of the Customer to use the Card. Such doubts must exist in particular:

4.4.1 if at the request of the Customer the total amount of the purchase/sale is to be distributed over a multitude of Cards;

4.4.2 if the Customer announces on submission of the Card possible problems regarding acceptance of the Card; or

4.4.3 if several Card Payments are to be made with the same Card at different times within two (2) calendar days.

4.5 Merchant shall ensure that CMP is provided in full and in good time with all relevant information (including but not limited to POS configurations, Terminal IDs, Control numbers, Contract numbers, ECR IDs, name and address details, terminal ID, contact persons etc.), in the form and manner that CMP deems necessary for the performance of the Agreement. In case the information required for the execution of the Agreement is not issued to CMP on time or in full, CMP shall not be liable for the delay in the performance of the CMP Services, nor will such delay constitute a breach of the Agreement on the part of CMP. Additionally, Merchant guarantees the correctness, completeness and reliability of the information issued to CMP.

4.6 Merchant shall follow the CMP's procedures such as (but not limited to) the RMA procedure, notification of malfunctions, etc.

**MAT Feature**

4.7 Upon CMP's approval, the Merchant may start using the MAT Feature. Once the Merchant is approved for the MAT Feature, it may start using it in case of connectivity outages. When the internet connection is restored, it is

solely the Merchant's responsibility to ensure that all stored Transactions are transmitted for processing in a timely manner or within the timeframe prescribed by CMP. Merchant hereby agrees that it remains fully liable for the use of the MAT Feature and any risks associated therewith including but not limited to the financial outcome of all Transactions including any Transactions that may be subsequently declined, reversed, or any that may result in Chargebacks. Under no circumstances shall CMP be held liable for any losses or failed Payments resulting from the Merchant's use of the MAT Feature.

4.8 Due to the nature of the MAT Feature, the Merchant shall comply with the following additional conditions: (i) The MAT Feature will only be available in the App2App integration and in the EUR currency; (ii) the maximum amount of MAT Transactions that can be stored on the Terminal is 1000 transactions; (iii) the maximum sale amount available per MAT Transaction shall not exceed EUR 250.00; and (iv) the maximum sale amount of aggregate MAT Transactions stored on the Terminal shall not exceed EUR 25,000.00. Nevertheless, the Merchant may set lower thresholds as documented in the App2App integration specifications.

## 5 Terminal software

5.1 CMP herein grants Merchant the right to use the Terminal software strictly in combination with the Terminal(s). The price for the right of Merchant to use the CMP Terminal software provided by CMP is included in the Terminal Fee.

5.2 CMP shall install Terminal software on each Terminal and will make updates of the CMP Terminal software remotely available for all Terminals.

5.3 CMP shall make updates of the CMP Terminal software available. These updates shall remotely be loaded to each Terminal through Merchant's connection to the CMP POS Platform. CMP will notify Merchant of each update that is made available. Updates will 'auto-install', which means that after loading an update (while leaving the Terminal switched on) a reboot of the Terminal activates the updated Terminal software.

5.4 Merchant shall enable the updates to be loaded within the timeframe indicated by CMP when notifying Merchant of the availability of that update.

5.5 Merchant acknowledges that its failure to enable updates to be loaded timely causes the risk that due to missing updates, Merchant cannot accept any point-of-sale Payments. Therefore Merchant hereby acknowledges and agrees that in case of Merchant not being able to accept any point-of-sale Payments, Merchant shall be solely responsible and nothing shall impose liability on CMP.

## 6 Hardware warranty

6.1 Merchant hereby acknowledges and agrees that CMP provides the Terminal subject to a hardware warranty of twelve (12) months after delivery.

6.2 The hardware warranty entitles Merchant to free replacement or repair of the Terminal within reasonable time after Merchant's notification of a defect, if it appears, after initial efforts undertaken by CMP to resolve the issues, that the Terminal cannot be used to process POS Transactions due to a defect in the terminal in respect of which Merchant has determined together with CMP that it cannot be otherwise be solved.

6.3 Merchant is not entitled to claim under the hardware warranty if:

6.3.1 the defect is the result of or connected with incorrect, negligent or incompetent use by Merchant or a third party either authorised or unauthorised by Merchant, or external causes such as fire or water damage or wear and tear whether or not due to chemical influences, electronic influences or weather influences;

6.3.2 the defect is caused by any circumstances or treatment by Merchant or a third party either authorised or unauthorised by Merchant in conflict with the operating instructions;

6.3.3 the Terminal has been used with unauthorised software; or

6.3.4 Merchant or any third party either authorised or not authorised by Merchant to do so, has made changes to the Terminal software or the Terminal without CMP's prior written permission,

6.4 Under the hardware warranty, delivery costs (standard postal delivery) are borne by CMP. If, however, upon CMP's investigations it appears that there is no defect but Merchant failed to update the Terminal software as provided for in clause 5.4, or if the Merchant attempted to claim the defect for any of the reasons listed in clause 6.3, the costs of investigation and shipping will be charged to Merchant.

6.5 If, however, upon CMP's investigations it appears that there is no defect but Merchant failed to update the Terminal software as provided for in clause 5.4, the costs of investigation and shipping will be charged to Merchant.

6.6 Any repair work not covered by the Agreement will be charged separately to the Merchant.

## 7 Cashback and refund functionality

7.1 Only if so explicitly agreed, cashbacks and refund functionality will be activated.

7.2 Use of the cashbacks and refund functionality is permitted only in strict compliance with the operation guide and with Rules.

## 8 Liability regarding Terminal(s)

8.1 In no event will CMP's total liability in connection with these Merchant Terms, including but not limited to attributable failure to perform its obligations with respect to the Terminals delivered under application of the hardware warranty set forth in clause 6 ( POS Section), exceed the amount of the fees paid by Merchant for the purchase of the relevant Terminal(s). To the maximum extent permitted by applicable law, CMP shall not be liable under or in relation to these Merchant Terms and/or the Agreement or the provision of the CMP Service, even if advised of the possibility of such damages and whether such liability arises from any claim based negligence, breach of contract, strict liability, or otherwise, for any of the following: (i) loss of profits, revenues or sales; (ii) loss of bargain; (iii) loss of opportunity; (iv) the cost of substitute services or other economic loss, (v) loss of use of any service or any computer equipment; (vi) loss of time on the part of management or other staff; (vii) professional fees or expenses; (viii) business interruption (ix) damage to or loss of data; (x) loss of goodwill or reputation, or (xi) any indirect, special, incidental, exemplary, punitive or consequential damages of any kind howsoever arising, and whether or not a party was advised of the possibility of such loss or damage.

8.2 Merchant must inspect the Terminal(s) each time Merchant signs in/out for potential irregularities. The Merchant

shall promptly notify CMP of any irregularities, fraud or a suspicion thereof. CMP shall not be liable for interferences taking place through Terminal(s) or for the elimination of interferences.

## Tap to Pay section

This Tap to Pay section governs the provision by CMP and the use by Merchant of the 'Software Point-of-Sale' ("Tap to Pay") service (“Tap to Pay Service”). Only if and to the extent, in the Agreement, Parties have agreed that CMP will provide the Tap to Pay Service to Merchant, this Tap to Pay section applies in addition to the CMP Merchant Terms.

### 1 General

1.1 The Tap to Pay Service consists of an application for Android and/or Apple based contactless payment acceptance that allows Merchant to accept payments from any contactless-enabled card or application (wallet/wearable) from an NFC-enabled device, as long as the application is supported on the given device. The software provides an NFC device with the functionality of a point-of-sale terminal and enables it to accept payments from VISA and Mastercard contactless cards or mobile phones which have digitized such cards. No additional hardware shall be required, and the application is suitable for contactless payments up to and over the country specific Cardholder Verification Method (CVM) limits for payments with contactless cards and applications (wallet/wearable) from NFC-enabled devices. The software has received certification and security clearance approved by VISA and Mastercard. For the avoidance of doubt, CMP and its Licensor (as defined below) solely provide the Tap to Pay Service. For the avoidance of doubt, these Tap to Pay terms do not include or cover the actual processing of Merchant’s payments.

1.2 If any provision contained in this Tap to Pay section conflicts with any provision of the CMP Merchant Terms, the conditions contained in this Tap to Pay section shall prevail.

1.3 Any references to CMP Fees in the CMP Merchant Terms shall also encompass the fees specified in the Tap to Pay section of the Agreement. For the purpose of this Tap to Pay section, CMP Services shall also encompass Tap to Pay Services.

### 2 Third-Party Software Terms

2.1 The Tap to Pay Service contains third party software (“Third-Party Software”) licensed by Phos Services Ltd. (“Licensor”) that require the following additional terms and conditions. The Tap to Pay Service is only available via the official Google Play Store for Android and App Store for Apple and NFC enabled devices.

2.2 Merchant may not: (i) assign, sublicense, grant or transfer any interest in the Tap to Pay Service to another individual or entity; (ii) reverse engineer, decompile, copy or modify the Tap to Pay Service and/or Third Party Software; (iii) modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Tap to Pay Service and/or Third Party Software; (iv) exercise any of the reserved Intellectual Property rights provided under the laws governing this Agreement; or (v) use the Tap to Pay Service for any illicit or prohibited activities. Upon termination of the Tap to Pay Service, the Merchant shall remove the Tap to Pay Service and any Third-Party Software which has been installed on its (or its Users') devices. CMP makes no representation or warranty regarding Third Party Software except that CMP has the right to use or provide the Third-Party Software and that it is in compliance with the applicable license.

2.3 Merchant shall comply with the SDK and API requirements, specifications, and documentation provided by CMP.

2.4 CMP and/or its Licensor reserve the right from time to time to implement upgrades to the Tap to Pay Service provided that the changes concerned do not result in any material adverse effect on the provision of the Tap to Pay Service in accordance with the Agreement. CMP will use its best endeavors to provide as much advance notice as possible of any such changes but is not bound to do so, if not reasonably practicable. CMP and/or its Licensor reserve the right to stop support for older versions of the Android and/or Apple operating system if such versions do not meet the required security standards.

2.5 CMP and its Licensor will ensure a secure environment for the processing of the transaction data as well as any other data processed.

2.6 CMP and/or its Licensor reserve the right at no cost to improve and update the Tap to Pay Service, so that the Tap to Pay Service meets all technological requirements in the payment services sector.

2.7 Merchant acknowledges that shortly following any update of the Tap to Pay Service, only the current version of the Tap to Pay Service will be supported by the terminal management services, and Merchant shall be required to install updates in order to continue to use the Tap to Pay Service.

2.8 CMP and the Licensor may use third party subcontractors and affiliates located in the EU for fulfilment of their obligations hereunder, for which Merchant grants its explicit consent.

2.9 Merchant acknowledges that the Tap to Pay Service is never free from defects, errors and bugs; and subject to the other provisions of this Agreement, CMP gives no warranty or representation that the Tap to Pay Service will be free from defects, errors and bugs. The Tap to Pay Service is provided 'as-is', without any express or implied warranty.

2.10 CMP is not responsible for preventing any fraudulent or illegitimate transactions that may be processed using the Tap to Pay Service and cannot be held liable for any damages deriving from such transactions.

## 3 Termination Rights

3.1 If (a) the Licensor, an acquirer or payment facilitator terminates the agreement with CMP (or its affiliates as may be relevant) for the processing of Tap to Pay payments and/or transactions; (b) CMP has reasonable grounds to suspect that the Merchant and/or User might be using the Tap to Pay Service in breach of the Agreement; or (c) Merchant acts in breach of the Agreement (including but not limited to failure to pay CMP in accordance with the

Agreement), CMP shall have the right to immediately terminate the Agreement or the provision of the Tap to Pay Service, without incurring any liability.

## 4 Technical Requirements

4.1 In order to use Application the Merchant must use a compatible mobile device and must have internet connection (e.g. 4G/5G or Wi-Fi connection are required).

4.2 The Merchant shall cover all fees charged by the internet and the mobile device provider.

4.3 The Merchant may accept Transactions via the application solely with contactless payment cards containing all of the elements required by the Rules. Transactions with manipulated or damaged or expired cards are prohibited.

## 5 Merchant's Obligations

5.1 In order to make use of the Tap to Pay Service, the Merchant shall register each User that will make use of the application.

5.2 In order to use of the Tap to Pay Service, Merchant shall comply with all Applicable Laws and Rules.

5.3 Any use of logos of the Payment methods or Payment Network shall fully comply with the standards and other requirements as may be in effect from time to time.

5.4 The Merchant shall monitor its account and Transaction history and refund to the respective Customer any incorrect, invalid or wrong Transactions.

5.5 The Merchant shall keep the mobile device, PIN number, User details, password and other online login credentials (if applicable) confidential at all times and secured against unauthorized use by third parties. CMP shall not be held liable for any Transactions performed as a result of unauthorized access to the Tap to Pay Service by third parties. 5.6 In addition to section 11 of the CMP Merchant Terms, the Merchant herein indemnifies CMP from and against any claims, damages and costs resulting from the Merchant's violation of any Applicable Laws, Rules or any provisions of this Tap to Pay section resulting in CMP's liability against any authorities or third parties.

## 6 Liability regarding Tap to Pay Service

6.1 Subject to clause 18.1 of the CMP Merchant Terms, the total liability of CMP due to attributable failure to perform its obligations under the Agreement, in tort or based on any other legal theory is limited to compensation of the damages up to an amount equaling the total aggregate amount of fees per User paid by Merchant during the twelve (12) months that are immediately preceding the event, act or omission upon which CMP's liability is predominantly vested. A series of damage events counts as one (1). Under no circumstances will the total compensation for damages exceed ten thousand Euro (€10,000.00 Euro).