

## **SKYTAB AGREEMENT**

### **TERMS AND CONDITIONS**

These Online Terms and Conditions ("OTC") contain the contractual terms you agreed to when you signed the Skytab Agreement ("Agreement"). The OTC are an integral part of the Agreement entered into between Merchant ("you", "your") and Shift4 ("we", "us", "our") (each a **"Party"** and collectively **"Parties"**) for the provision of the Services as defined in clause 2.1.

This Agreement is binding on the Parties on the execution date of the Agreement.

Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

#### **1. Definitions**

**"Acquirer"** means our Affiliated entity which is the financial entity providing you the Processing Services: Credorax Bank Ltd., or Credorax Services UK Ltd., as may be applicable, depending on your location.

**"Affiliate"** means any entity that controls, is controlled by, or is under common control with a Party, including its parents and subsidiaries.

**"Agreement"** means: (i) the Merchant Application Form ("MAF") (ii) the SkyTab Agreement for POS System and Gateway including fee schedule and other attachments; (iii) these Online Terms and Conditions ("**OTC**"), (iv) the online Data Processing Addendum ("**DPA**"), and (v) any other documentation, guidelines, amendments, or notifications that we provide to you.

**"Applicable Law"** means any laws, rules or regulations which are made by a public authority and are binding on and applicable to a Party. For you this may include such laws, rules, or regulations in both the country from which you offer your services and/or products and the country to which you provide such services and/or products.

**"Card Association"** means organizations such as VISA and MasterCard, that license bank card programs and perform operational functions for their members, including transactional processing and authorizations, interchange settlements, and fee processing, and set the rules for how their card programs must be processed.

**"Cardholder"** means the person or entity authorized to use a card to purchase Merchant's goods or services.

**"Cardholder Information"** means your buyer when using a credit, debit, private-label, check or gift card in a transaction. For the purposes of this Agreement, Cardholder also means your buyer when a payment instrument is used at a Point of Sale.

**"Effective Date"** means the date you sign the Agreement.

**"Equipment"** means POS System and related peripherals you select on Exhibit A.

**"Gateway"** means the gateway connectivity provided by us to enable you to connect to Acquirer and process online payments.

**"Install Date"** means (i) the date on which the Equipment is installed at the Merchant Location or the date on which you start using the Equipment, whichever occurs first, or (ii) the date on which the Equipment is shipped to the Merchant Location.

**"Processing Services"** means processing and connectivity services to Acquirer for clearing and settlement of payment transactions services as provided for under an acquiring agreement executed separately between you and the Acquirer.

**“Merchant Location”** means the Merchant's address listed on Exhibit A.

**“PCI DSS”** means Payment Card Industry Data Security Standards, a set of industry security standards, to which all merchants, payment processors, and Gateways must adhere, promulgated by the Payment Card Industry Security Standards Council. In the case of large merchants, payment processors, and Gateways, annual audits with or without external assessment may be required.

**“PCI SSC”** means Payment Card Industry Security Standards Council, the security standards organization that defines and controls the content of the PCI DSS. Its security standards are currently available at [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org).

**“PMS”** means Property Management System, the system that manages some or all of the subsystems in a hospitality setting including but not limited to Point of Sale System operations at a hotel front desk.

**“POS”** means Point of Sale system, a computer system where, among other operations, a payment is accepted and facilitates the transfer of goods or services between a Merchant and Cardholder. This system normally calculates the amount owed by the cardholder and provides options for payment. This system will also normally issue a receipt for the transaction. This also includes the Payment Processing portion of Enterprise Resource Planning (“ERP”) solutions.

**“Software”** means the software programs installed on or made available through use of the Equipment, including any application programming interfaces, updates, enhancements, or modifications that we avail to you.

**“Universal Transaction Gateway”/ “UTG”** means a software product that operates only in conjunction with the Gateway to provide integration between the Gateway and your PMS and/or POS. The UTG acts as a software-VPN providing transaction security between your PMS or POS and our Gateway processing center; and provides assured-delivery technology assuring that transactions between your PMS and/or POS and the Gateway processing center are not lost or duplicated by problems on the internet. The UTG can facilitate the control of payment devices on behalf of the PMS or POS. UTG's device control is limited to devices listed on our website: [www.shift4.com](http://www.shift4.com). UTG can provide stand-in authorization during interruptions of internet connectivity with the Gateway processing center. For most integrations, UTG is required to use the Gateway service. In the case of websites, UTG is suggested to use the Gateway. While UTG is often used at an individual property connected to your PMS or POS located on property, for the purpose of this Agreement, one or more UTG systems must be your PMS or POS to integrate to the Gateway.

## **2. SKYTAB POS System Services (including Gateway)**

2.1. **Services.** We are providing you with POS Equipment, Software and Gateway, that enable you to manage orders, accept and process payments, via wi-fi and 4G connectivity. Our Services are provided exclusively with our Processing Services, and you agree to use our Processing Services at all times. You agree not to use credit, debit, electronic payment, or gift card processing services from any provider except Shift4. By entering into this Agreement, and as a condition precedent to us providing Equipment to you, you agree to enter into a Shift4 Processing Agreement, with our Acquirer.

2.2. Where the Services include wireless data usage, which is not unlimited, you may be subject to additional surcharging in the event you consume in excess of 200 MB in any calendar month. You must contact us to determine if you are eligible for wireless data and/or if you wish to disable its 4G LTE capabilities and suspend data plan fee billing.

2.3. The Services are to be used only with our Gateway and Processing Services offering provided by Acquirer unless agreed otherwise by the Parties in writing.

2.4. Failure to process with our Acquirer. (i) If at any time after the Install Date you stop using the Processing Services, in whole or in part, we may charge a fee, per Equipment terminal for each 30-day period that the Acquirer Processing Services are not used ("Inactivity Fee"). The Inactivity Fee is in addition to any other fees or charges. Notwithstanding the foregoing, we reserve the right to terminate this Agreement or suspend your access to the Equipment and/or Software for your intentional non-use of Acquirer Processing Services. (ii) We reserve the right to stop the Software from functioning or revoke the Software License in the event you do not utilize the Processing Services.

### 3. Fees and Taxes.

3.1. You agree to pay the fees specified in the MAF and/or fee schedule for receiving the Services. You agree to pay for the Services by having us debiting them from your funds that are available under the acquiring agreement that you have with Acquirer. You authorize us and Acquirer, to debit the Service fees from your funds in the acquiring agreement.

3.2. Taxes. The fees described above are exclusive of all taxes. You agree to pay all applicable taxes other than tax assessed on our income. You agree that the payment of fees shall be made without deduction or withholding for any taxes. If you are required to withhold any taxes, the amount you pay to us shall be increased to the extent necessary to yield to our (after withholding of such taxes) net amount equal to the amount we would have received had no such withholding been made. You bear the ultimate responsibility for the proper payment of taxes applicable to your sale of your products or services.

### 4. Term and Termination.

4.1. Term and Termination. This Agreement shall commence on the Effective Date and will continue for a period of 24 months (the "**Initial Term**"). The Agreement shall automatically renew for additional 12 months periods (each an "**Additional Term**"). A Party may terminate the Agreement upon 60 days prior written notice.

4.2. Immediate Termination. We may, without notice, suspend your access to the Equipment and Software and/or immediately terminate this Agreement for any of the following reasons: (i) material breach of this Agreement or the acquiring agreement; (ii) unlawful use of the Equipment, Software, Gateway or Processing Services; (iii) unauthorized modification of the Equipment or Software or installation of unauthorized third-party software; (iv) failure or refusal to pay fees or charges on time; (v) insolvency or bankruptcy. We may, in our sole discretion, withhold your funds derived from use of the Processing Services in order to satisfy all fees and charges incurred under this Agreement.

4.3. In the event that you materially breach this Agreement, we may demand return of the Equipment, and you shall be required to return the Equipment within 60 days, of receiving our written request, or within any other term as requested by us. You agree to continue paying the Fees as indicated the fees schedule until such calendar month that you return all equipment to us. The requirement to return the Equipment to us shall be in addition to and shall not preclude us from exercising any other right or remedy under this Agreement or Applicable Law.

4.4. Suspension. We may, without notice, suspend your access to the Equipment, Software and/or Gateway and/or terminate this Service for any of the following reasons: (i) unlawful use of the Equipment, Software, Gateway or Processing Services; (ii) unauthorized modification of the Equipment or Software or installation of unauthorized third-party software;

4.5. You may terminate this Agreement subject to the following conditions:

4.5.1. Disconnection and Termination. You may terminate this Agreement for any reason prior to the Install Date. All Equipment must be returned to a location as directed by us within 60 days following termination, or within any other term as requested by us.

4.5.2. If you terminate this Service for any reason, other than the Termination specified in Clause 4.1 after the Install Date, you shall be in material breach of this Agreement. We may incur additional fees, depending on the costs of the installation efforts. Upon completion of cancellation paperwork, you will be provided with instructions to return all equipment to us.

## 5. Your Responsibilities

5.1. Equipment Failure. You must notify us immediately upon Equipment or Software failure and must allow us unrestricted and free access to the Equipment and Software to correct failures. You must provide any necessary data communication facilities and equipment at no charge to us.

5.2. Activation of Equipment. Upon installation of the Equipment at the Merchant Location, you represent and warrant that: (i) You received and accepted the Equipment; (ii) customization of the Equipment and/or Software (for example, the menu) was satisfactorily programmed to your specifications; (iii) the Equipment is in good working order; and (iv) the Equipment was tested and is capable of performing Processing Services.

5.3. Your Maintenance Efforts. You shall maintain and protect the Equipment in good operating condition, repair, and appearance, and protect the Equipment from deterioration other than normal wear and tear; you shall use the Equipment in the regular course of your business, within your normal operating capacity, without abuse, and shall comply with all laws, regulations, directives, requirements, and rules with respect to the use, maintenance, and operation of the Equipment and Software; You shall use the Equipment and Software solely for business purposes; shall not make any modification, alteration or addition to the Equipment or Software without our written consent; You shall not affix, and shall not remove the Equipment from the Merchant Location without our written consent, which shall not be unreasonably withheld.

5.4. Equipment Condition and Return. You must return all Equipment within the timeframes specified by us in good operating condition other than normal wear and tear. You will not change or remove any lettering or numbering on the Equipment. To extent permitted by Applicable Law, without demand or legal process, we and our agents may enter into the premises, including the Merchant Location, where the Equipment may be found and take possession of and remove the Equipment, without incurring any liability for such retaking. To the extent liability arises, you shall indemnify and hold us harmless from any such liability. Any Equipment that is, in our sole discretion, damaged beyond normal wear and tear or is not returned when due will result in a charge to you of the full cost of the Equipment to us.

5.5. Security. You shall be responsible for (i) maintaining virus protection and security for all of your systems, data, and overall network access, and (ii) all risk of loss, theft, damage, or destruction of the Equipment from any cause whatsoever after taking possession of the Equipment. You acknowledge that security and access to any Equipment located on your premises is solely your responsibility and agree to notify us immediately if Equipment is lost, destroyed, stolen, or taken by any other person. If you connect to our POS with a third party Gateway connection, you shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at your sole cost

and expense. You shall be solely responsible for storing and backing up your data stored on the Equipment. We shall have no liability to you for loss or destruction of your data.

5.6. Insurance. While the Equipment is in your possession or control, you are responsible for the Equipment against any loss or damage including from fire, theft, bodily injury, or other casualty and you shall reimburse us in full for any such loss or damage. We will have the right to debit any such losses from Your acquiring account.

## 6. Our Responsibilities

6.1. Equipment / Software Support and Maintenance. We will use commercially reasonable efforts to answer questions and resolve any problems related to the Equipment and Software, but do not guarantee resolution of the problems reported.

6.2. Software Customization. We may provide reasonable software customization based on the information you provide to us. Any additional customization after the Equipment has been shipped to you is excluded from this Agreement and will be charged at our then current rate, or at any other rate as agreed between the Parties. We do not warrant that customization will be free from defects or mistakes. We expressly disclaim and you agree to hold us harmless for any errors in the Equipment and software.

6.3. Software Updates. We may, in our sole discretion, make Software updates available to you. You must install all Software updates within the requested period. We reserve the right not to provide support services, or to charge you additional fees for support, if you do not install a Software update on time. We will provide remote backup of the Software on a regular basis. We will use commercially reasonable efforts, in the event of Software failure, to assist you in recovering Software backup files to facilitate the successful operation of the Equipment.

## 7. Limited Software License

7.1. We grant to you a non-exclusive, non-transferrable, royalty free license, without the right to sublicense, to use the Software and the Gateway and UTG (including any and all updates and modifications, basic enhancements and error corrections thereto), as well as all documentation, throughout the Term, subject to the conditions, restrictions, and limitations set forth in this Agreement, internally in conjunction with the Equipment.

7.2. Where applicable, we grant to you, subject to the limitations and permissions set forth in this Agreement, a nonexclusive, nontransferable (except as otherwise provided herein), revocable right to use SaaS Services, i4Go, 4Word, and the Licensed Software (including any and all updates, modifications, basic enhancements, and error corrections thereto), as well as all documentation, throughout the Term. Your use of our Gateway is limited to acts that are consistent with this Agreement and the documentation.

7.3. You agree that we retain all rights, title, and interest in the Gateway, and the Licensed Software, except as set forth in this Agreement. No rights to use, copy, display, or print the Gateway or documentation, in whole or in part, are granted except as expressly provided in this Agreement. You agree that this grant of rights does not allow you to sublicense the use of the Gateway to any person or entity.

7.4. We reserve all rights not extended hereunder. You may not alter, reverse engineer, decompile, or disassemble the Software, or otherwise attempt to derive source code from the Software. You may not manufacture, copy, sublicense, distribute, replicate, transfer or otherwise dispose of any copies of the Software. Nothing contained in this Agreement shall give you any ownership interest, or title to, the Software, source code, and the related documentation. You acknowledge that the performance of the Software is conditioned on you providing, at your sole cost and expense a continuously available and secure network. This

license shall immediately terminate upon expiration or termination of this Agreement, or the termination of the acquiring agreement. This license is not a license of any trademarks, service marks, trade names, or logos, and does not include any software other than the Software. We reserve the right to amend or otherwise modify this license upon notice to you at any time. Using the Software after an amendment or modification takes effect constitutes acceptance of it.

## 8. Warranty Limitation and Disclaimer

8.1. Except as specifically set forth in this service agreement, we do not make (and expressly disclaim) any representations and warranties in respect of the equipment, software, processing services, and/or other services provided by us under this Agreement, whether express, implied, or statutory, including any implied warranties of clientability, fitness for a particular purpose, or non-infringement, and any warranties that may arise from course of performance, course of dealing, or usage of trade. We do not guarantee that the equipment or software will satisfy your requirements, or that the operations of such will be uninterrupted or error free. The equipment, software, and processing services are provided with all faults and the entire risk as to satisfactory quality, performance, accuracy, and effort will be with you. Should the equipment or software prove defective, you, and not us, assume the entire cost of all necessary servicing or repair. We shall not be liable for any costs or for performing any services hereunder arising in connection with your negligence, abuse, misuse, or failure to perform routine maintenance or standard operating procedures.

8.2. We disclaim any warranty, express or implied, that after the initial installation of the equipment and software, that the equipment, software or your data will remain virus-free. You waive any claims hereunder against us arising from your failure to have or maintain current virus protection, or from a failure or breach of your security for your systems or data, or from any unauthorized access to your systems. We further disclaim any responsibility or liability for problems from your decision to use a particular internet service provider or your ability to connect to the internet. You acknowledge that your ability to access data, receive remote technical support, and operate the equipment, may be affected by problems with your internet connectivity. Any such problems are outside of our control. You waive any claims you may have against us due to our inability to access data or connect to the internet which is based on or arising out of any of the foregoing reasons.

### 8.3. Gateway Warranties.

8.4. If you are using our Gateway, we warrant that our system and data centers meet the security requirements of the PCI DSS as defined by PCI Security Standards Council. We further warrant that we undergo an annual security audit and at least a monthly security scan to determine that our system and data centers meet the security requirements of the Card Associations' individual security program standards. Notwithstanding anything to the contrary in this Agreement, while we employ the industry's highest standards for security, we cannot warrant that our systems and data centers are 100% secure.

8.5. To the extent that our Gateway stores, processes, accesses, or transmits Cardholder Information belonging to one or more Card Associations on your behalf, we warrant that we store, transmit, and process such data in compliance with PCI DSS requirements. We warrant that, as we are a Level 1 Service and hosting provider as defined by the PCI SSC, it is our ongoing responsibility for securing Cardholder Information maintained by our Gateway in accordance with the PCI DSS.

8.6. You agree and undertake that your firewall must allow outbound access to all our Gateway IP addresses, as they may change from time to time, so that you can take advantage of these redundant links. We do not warrant any service level or performance should you not

provide access from your POS/PMS to the Gateway. Notwithstanding the warranty provisions set forth in this clause, all of our obligations with respect to such warranties shall be contingent on your use of the Gateway in accordance with this Agreement and in accordance with our instructions as provided in our documentation. We are not responsible for and do not warrant any Software or Hardware not produced, provided, or manufactured by us.

## 9. Limitation of Liability

9.1. We and our Affiliates (including parents, subsidiaries, and other related entities), successors, and assigns shall not be liable to you or your owners, partners, shareholders, affiliates (including parents, subsidiaries, and other related entities), successors, or assigns, for any consequential, incidental, indirect, punitive, or special damages, including lost profits, business interruption, or economic damages (including those associated with improper or inadequate taxes charged), of any kind, whether based on contract, tort, or any other theory arising out of this service agreement, or your use (or inability to use) the Equipment or Software, even if advised in advance of the possibility of such damage. In no event shall you be entitled to recover or collect any damages in excess of the fees paid under this Agreement during the twelve (12) months immediately preceding the date of your first claim of injury or damage. In no event shall we or our Affiliates (including parents, subsidiaries, and other related entities), successors, or assigns, be responsible for any liability or damage incurred as a result of downtime of the equipment or software.

9.2. You agree to indemnify, defend, and hold us, our affiliates (including parents, subsidiaries, and other related entities), employees, contractors, subcontractors, successors, assigns, and agents (collectively the "Shift4 Indemnified Parties") harmless from and against any and all costs, damages, penalties, claims, actions, suits (collectively "Claims") of whatsoever kind and nature arising out of, related to, arising from, or in connection with your unauthorized modification or misuse of the Equipment or Software, or your breach of this Agreement, your causing a Cardholder Information loss or POS/PMS breach, or from your negligent acts or omissions or your employees, agents, or third-party service providers. Your indemnification obligation includes payment of all reasonable attorneys' fees, costs and expenses. You shall promptly notify us in writing of any Claim and any such suit will not be settled without our consent, such consent not to be unreasonably withheld. You shall retain counsel reasonably acceptable to us and we shall cooperate in the defense of such claim. We may appear, in our sole discretion and at our own expense, through counsel we select.

## 10. Indemnification.

10.1. We shall indemnify, defend, and hold you harmless from any claim or action of a third party alleging that Gateway infringes a patent, trade secret, copyright, or trademark held by such party (hereinafter "Infringement Claim(s)"). We shall not be liable for any damages awarded against you for patent infringement to the extent that Gateway is not found to be the basis for the infringement. We shall pay all resulting costs, damages, losses, judgments, expenses, and reasonable attorney's fees, provided: (i) We are notified promptly in writing of an Infringement Claim; (ii) We have sole control over the defense and settlement; and (iii) You cooperate with us in the defense of the same. The foregoing notwithstanding, you may decide to employ counsel of your choosing and at your own expense and shall thereafter have reasonable control over the defense and settlement of any claim directly related to you. If you employ counsel of your choosing, we will contribute only to settlements we approve, but will not withhold approval unreasonably.

10.2. Following notice of an infringement claim, we may, at our expense, without obligation to do so however, procure for you the right to continue to use the allegedly infringing Gateway, or any portion thereof, or without obligation to do so, may replace or modify Gateway, or any portion thereof to make it not infringing. If we elect to replace or modify Gateway, or any

portion thereof, such replacement shall substantially meet the specifications as provided or referenced in the original functional specifications for any subsequent release of Gateway that you have obtained pursuant hereto.

10.3. We shall indemnify, defend and hold you harmless from any claim, action, damages, losses, judgments, costs, and expenses incurred by you as a result of: (i) our or our employees' or agents' grossly negligent acts or omissions or (ii) a breach of our obligations under the Confidentiality clause 11.

10.4. We shall not be liable for any claims made due to any access to information, platforms, or otherwise, granted to third parties at your behest. To the extent that a claim is made against us for the provision of such access, you shall be liable and shall fully indemnify us for any damages, fees, and/or costs associated with such a claim. This clause shall not be limited by any limitation of liability agreement that may be agreed between us.

## **11. Confidentiality.**

11.1. If you have signed a separate non-disclosure agreement ("NDA"), you agree that the following language does not supersede such NDA or any other similar, separate intellectual property agreement. If there is a conflict of language between this clause and any such NDA or intellectual property agreement for purposes of performance under this Agreement, the more stringent and restrictive language prevails.

11.2. From time to time, a party may find it necessary to provide to the other party certain confidential information that the disclosing party considers, and the receiving party should consider, confidential or proprietary ("Confidential Information"). Confidential Information may be identified in writing as confidential by the disclosing party before disclosure to the recipient. Each party, as a receiving party, agrees to keep confidential all Confidential Information disclosed to it by the other party, as a disclosing party, in accordance herewith and to protect and maintain the confidentiality thereof in strict confidence while in possession of such Confidential Information, provided that information will not be deemed Confidential Information hereunder if the receiving party can clearly show that the information: (i) is now or becomes part of the public domain through no fault of the receiving party, (ii) was already known by the receiving party at the time of disclosure and was not obtained pursuant to an obligation to maintain such information as confidential, (iii) is independently developed by the receiving party by persons having no access to the other party's Confidential Information, or (iv) is lawfully obtained from a third party not under an obligation to keep such information confidential. Notwithstanding the above, you agree that we may require the use, but not the disclosure or sharing, of certain Confidential Information to improve our service and performance for the benefit of all our merchants.

11.3. You agree that we may collect and use the data that is gathered by our software during the provision of the Services for our purposes which include but are not limited to merchantability of the data, as long as it is in a form that does not personally identify you or your Cardholders.

11.4. If the receiving party is subpoenaed or ordered by any court or governmental agency to disclose Confidential Information of the other party, where applicable, it will provide prompt written notice to the other party to allow such party to seek a protective order or confidential treatment of such information. The receiving party may disclose Confidential Information to the extent it is legally compelled to do so, but will promptly notify the other party as soon as reasonably practicable. Each party will take reasonable measures to inform those of its employees, agents, or contractors that have access to Confidential Information of its confidential and proprietary nature and the confidentiality terms of this Agreement.

## **12. Miscellaneous Terms**



12.1. Privacy. By entering into this Agreement, you confirm to have read and agreed to the Data Processing Addendum, that can be accessed here: <https://www.shift4.com/s4i-dpa>.

12.2. SkyTab Partner. If you receive SkyTab Services in accordance with a SkyTab Partner, you instruct us to grant the partner access to your data, software and terminals. You confirm you have authorized this access as per your agreement with the SkyTab Partner. As such you waive your right to bring any claims against us for such access.

12.3. Changes to Term and Fees. We may change any terms, conditions, rates, fees, expenses, or charges incurred under this Agreement upon 30 days' written notice to you. Using the Equipment or Service after a change takes effect constitutes acceptance of the change.

12.4. Assignment. You shall not have the right to assign or otherwise transfer your rights or obligations under this Service Agreement except with our written consent. We shall have the right to assign any or all of its interest, rights, and obligations in this Agreement without the need for consent from you. Any prohibited assignment shall be null and void. This Agreement shall be binding upon the heirs, successors, and permitted assigns of the parties.

12.5. Notices. Notices permitted or required to be given hereunder shall be deemed sufficient if given by electronic mail: to you – to the email address that you provided us; to us – our electronic mail address: [support.europe@shift4.com](mailto:support.europe@shift4.com) (or other addresses the parties may designate by like notice from time to time). Notices so given shall be effective as of the date received.

12.6. Severability. In the event that any of the terms of this Service Agreement are in conflict with any rule of laws, regulations, provisions or otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed amended so that such term of provision complies with such Applicable Law or regulation, but such invalidity, unenforceability, or revision shall not invalidate any of the other terms of this Agreement and it shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions comprise an integral part of, or are otherwise inseparable from, the remainder of this Agreement.

12.7. One-Year Limit on Claims and Disputes. Any claim or dispute must be filed within one (1) year of the date it first could be filed. Otherwise it is permanently barred.

12.8. Survival of Some Terms. Any provision that by its terms survives termination, shall survive the termination of this Agreement and continue to bind you and us.

12.9. Independent Contractor. Nothing in this Service Agreement or in its performance shall be construed to create any partnership, joint venture, or relationship of principal and agent or employer and employee between you and us or any of our respective affiliates or subsidiaries. Each Party is and shall remain an independent contractor. As such, neither you nor any employees, agents, or affiliated persons of yours shall be entitled under any circumstances to maintain any action against us for any bodily injury incurred by you or any employees, agents, or affiliated persons of yours (including, but not limited to, the filing of claims under the workers' compensation laws of any state). Furthermore, you acknowledge that you shall be solely responsible for the purchase and maintenance of employment, and workers' compensation, and liability insurance coverage related to your employees, agents, or contractors, and that we shall have no responsibility for any such coverage.

12.10. No Waiver of Rights. Unless expressly provided herein, no failure or delay on the part of any Party in exercising any right under this Agreement will operate as a waiver of that right, nor will any single or partial exercise of any right preclude any further exercise of that right.

12.11. Force Majeure. Any delay or nonperformance of any provision of this Service Agreement (other than for payment of fees or charges incurred under this Agreement or the requirement to file claims or disputes within one (1) year) caused by conditions beyond the reasonable control of the performing Party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

12.12. Binding Agreement. This Agreement shall not become a binding Agreement between the Parties until it is approved by us.

12.13. Entire Agreement. Our representatives may have made oral statements regarding the Equipment, Software, or services. None of the oral statements constitute warranties, you shall not rely on any of them, and they are not part of this Service. This Agreement, including its exhibits, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous proposals, oral or written, and all negotiations, conversations, or discussions heretofore had between the parties related to this service agreement. You acknowledge that you have not been induced to enter into this service agreement by any representations or statements, oral or written, not expressly contained in this Service Agreement.

12.14. Governing Law. If you are an **EU/EEA Merchant**, which means a Merchant legally incorporated in an EU or in an EEA country, this Agreement is governed by the laws of Malta, without regards to its conflict of laws principles, and any dispute arising from this Agreement shall be brought exclusively before the courts of Malta; If you are a **UK Merchant**, which means a Merchant legally incorporated in the UK, this Agreement is governed by the laws of England, without regards to its conflict of laws principles, and any dispute arising from this Agreement shall be brought exclusively before the courts of London.