

Terminal Services Schedule

This is a Schedule to the Terms and Conditions of Fidelity Payment Processing Limited t/a Blink. This Schedule applies to the Terminal Services as stipulated in the Order Form.

Unless the context otherwise requires, the definitions used in the Terms and Conditions apply to this Schedule. Any other terms defined in this Schedule have that meaning for this Schedule only.

1. Interpretation

- 1.1. In this Schedule, the following terms shall have the following meanings unless the context requires otherwise:

"Consumables"	batteries, paper rolls, printer ink or cartridges, all power and other accessories required or desired for operation of the Terminal;
"Delivery"	the transfer of physical possession of the Terminal to the Merchant at the Location;
"Delivery Date"	the date on which Delivery takes place;
"Fees Page"	the information available at this link (https://image.comms.blinkpayment.co.uk/lib/fe3111737364047f741d74/m/1/d19b83c6-8d13-402b-9506-e59e500554f2.pdf) in respect of Fees payable under this Schedule, as updated by Blink from time to time;
"Hire Fees"	the fees paid and payable by the Merchant for the provision by Blink of the Terminal Services, as set out in the Order Form;
"Hire Period"	the Initial Hire Period together with all Renewed Hire Periods;
"Infrastructure"	all necessary telecommunications devices, connections, third-party equipment, utilities and other requirements necessary for the use and performance of the Terminal (including networks, systems and Internet access as appropriate);
"Initial Hire Period"	18 months from the Delivery Date;
"Location"	the Merchant's location set out in the Order Form;
"Network"	the PSTN, Broadband or mobile telephone network upon which the Terminal will operate to process Transactions;
"Renewed Hire Period"	one month;
"SIM Card"	the card used with a Terminal which uses a Network to process Transactions;
"Terminal"	the items of equipment listed in the Order Form, all substitutions, replacements or renewals of such equipment, and all related accessories, manuals and instructions provided for it; and
"Terminal Services"	the hire to the Merchant by Blink of the Terminal, together with ancillary services provided by Blink (including processing Transactions through the Terminal), in accordance with this Agreement.

2. Terminal hire

- 2.1. Blink shall hire the Terminal to the Merchant for use at the Location subject to this Agreement for the Hire Period, for the purposes of Transactions.
- 2.2. Blink shall not, other than in the exercise of its rights under this Agreement or applicable law, interfere with the Merchant's quiet possession of the Terminal.
- 2.3. The Hire Period shall commence on the Delivery Date. Unless terminated earlier in accordance with this Agreement, the Hire Period shall continue for the Initial Hire Period and shall automatically extend for a Renewed Hire Period at the end of the Initial Hire Period and

at the end of each Renewed Hire Period. Either Party may give notice to the other Party, not later than one month before the end of the Initial Hire Period or the relevant Renewed Hire Period, to terminate the Terminal Services at the end of the Initial Hire Period or the relevant Renewed Hire Period, as the case may be.

- 2.4. The Terminal shall remain Blink's or its supplier's property at all times, and the Merchant shall have no right, title or interest in or to the Terminal except to the extent set out in this Agreement.

3. Hire Fees

- 3.1. The Merchant shall pay the Hire Fees to Blink in accordance with this Agreement.
- 3.2. The Merchant must pay to Blink such other Fees relating to the use of a Terminal as are set out in the Order Form (or, if not set out in the Order Form, Fees as Blink may notify to the Merchant from time to time).

3.3. Lost Terminals

- 3.3.1. Without prejudice to any other right or remedy available to Blink, whether under this Agreement or at law, in the event that the Merchant loses (or cannot locate) any Terminal at any time during the Hire Period, the Merchant must pay to Blink such Fee relating to a lost Terminal as Blink may charge from time to time to replace such Terminal, as set out on the Fees Page.
- 3.3.2. Notwithstanding such loss:
 - 3.3.2.1. Blink shall share a replacement Terminal with the Merchant; and
 - 3.3.2.2. this Agreement will continue in respect of the Terminal Services and such replacement Terminal, and the Merchant will be responsible for the payment of all Hire Fees to Blink, for the remainder of the term of the Terminal Services, as if the loss had never occurred.

3.4. Restocking Fees

Without prejudice to any other right or remedy available to Blink, whether under this Agreement or at law, in the event of the Terminal Services coming to an end before the end of the Initial Hire Period or the relevant Renewed Hire Period, as appropriate, the Merchant must pay to Blink:

- 3.4.1. all sums that would have been due to Blink had the Terminal Services continued for the remainder of that relevant period; and
- 3.4.2. such restocking Fee as Blink may charge from time to time as set out on the Fees Page.

3.5. Swap-out Fees

- 3.5.1. The Merchant must pay to Blink such swap-out Fee as Blink may charge from time to time for Terminal swaps, as set out on the Fees Page, depending on condition, and working order of the relevant Terminal.
- 3.5.2. From time to time, for an additional Fee, Blink may offer an unlimited Terminal swap-out subscription without additional ongoing payment as set out in Paragraph 3.5.1. Such subscription shall apply only to the extent agreed in writing between the Merchant and Blink.

3.6. Damaged Terminal Fees

The Merchant must pay to Blink such Fees relating to damaged Terminals as Blink may charge from time to time.

4. Delivery and use of the Terminal

- 4.1. Blink shall make Delivery of the Terminal, and shall use reasonable endeavours to effect Delivery by the date and time agreed between the Parties. Blink reserves the right to effect delivery in instalments, where appropriate.

- 4.2. The Merchant shall procure that a duly authorised representative of the Merchant shall be present at the Delivery of the Terminal. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Merchant has examined the Terminal and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended. If required by Blink, the Merchant's duly authorised representative shall sign a receipt confirming such acceptance.
- 4.3. To the extent Delivery cannot be completed for any reason, Blink reserves the right to store the Terminal at Blink's premises (or such other premises as Blink considers appropriate) at the Merchant's cost and expense, for up to 3 months. At the end of such period, Blink shall be entitled to sell or otherwise dispose of the Terminal as it considers appropriate at its absolute discretion, without prejudice to the Merchant's obligation to pay any Fees due to Blink in respect of the Terminal, together with Blink's costs of storage, sale and/or disposal.
- 4.4. If set out in the Order Form, Blink shall (at the Merchant's expense) install the Terminal at the Location. In respect of the installation by Blink:
- 4.4.1. the Merchant shall procure that a duly authorised representative of the Merchant shall be present at installation of the Terminal;
- 4.4.2. acceptance by such representative of installation shall constitute conclusive evidence that the Merchant has examined the Terminal and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended;
- 4.4.3. if required by Blink, the Merchant's duly authorised representative shall sign a receipt confirming such acceptance; and
- 4.4.4. Blink shall not be responsible for the preparation of the environment necessary to install the Terminal.
- In all other cases, it is the Merchant's responsibility to install the Terminal at its own risk, in accordance with the relevant installation guide and other documentation and/or instructions that is provided to the Merchant by Blink and/or the relevant Terminal provider.
- 4.5. Blink reserves the right to make any improvements, technical modifications and/or modifications to the Terminal that it deems necessary between the Commencement Date and the Delivery Date.
- 4.6. To facilitate Delivery and installation, the Merchant shall (at its sole expense) provide all requisite materials, facilities, access and suitable working conditions to enable the same to be carried out safely and expeditiously by Blink at the Location.
- 4.7. The Terminal shall at all times remain the property of Blink or its third-party licensors, and the Merchant shall have no right, title or interest in or to the Terminal (save the right to possession and use of the Terminal subject to the terms and conditions of this Agreement).
- 4.8. The risk of loss, theft, damage or destruction of the Terminal shall pass to the Merchant on Delivery. The Terminal shall remain at the sole risk of the Merchant during the Hire Period and any further term during which the Terminal is in the possession, custody or control of the Merchant ("**Risk Period**") until such time as the Terminal is redelivered to Blink. During the Hire Period and the Risk Period, the Merchant shall, at its own expense, obtain and maintain the following insurances:
- 4.8.1. insurance of the Terminal to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Blink may from time to time nominate in writing;
- 4.8.2. insurance for such amounts as a prudent owner or operator of the Terminal would insure for, or such amount as Blink may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Terminal; and
- 4.8.3. insurance against such other or further risks relating to the Terminal as may be required by law, together with such other insurance as Blink may from time to time consider reasonably necessary and advise to the Merchant.

- 4.9. All insurance policies procured by the Merchant shall be endorsed to provide Blink with at least 20 Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon Blink's request name Blink on the policies as a loss payee in relation to any claim relating to the Terminal. The Merchant shall be responsible for paying any deductibles due on any claims under such insurance policies.
- 4.10. The Merchant shall give immediate written notice to Blink in the event of any theft, loss, accident or damage to the Terminal arising out of or in connection with the Merchant's possession or use of the Terminal, or if the Terminal otherwise becomes inoperable for any reason. Without prejudice to Paragraph 3 and any Fees payable under it, the Merchant will be responsible to pay Blink's then current replacement or repair charges (as applicable, and charged at the Rates where relevant) in respect of each Terminal which is stolen, lost, damaged or otherwise inoperable, and the Merchant will indemnify Blink from and against any loss, damage, costs and expenses and other liabilities Blink may incur as a consequence of Blink hiring the Terminal to the Merchant.
- 4.11. If the Merchant fails to effect or maintain any of the insurances required under this Agreement, Blink shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Merchant.
- 4.12. The Merchant shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Blink and proof of premium payment to Blink to confirm the insurance arrangements.
- 4.13. Blink:
- 4.13.1. may immediately at any time, without notice and (subject to Clause 9.2 of the Terms and Conditions) without liability, disable or suspend the SIM Card at any time, including where Blink suspects misuse of the SIM Card;
 - 4.13.2. charge the Merchant for all and any use made of the SIM Card;
 - 4.13.3. shall have no liability (subject to Clause 9.2 of the Terms and Conditions) for any SIM Card failure or degradation; and
 - 4.13.4. shall be entitled, but not obligated, to replace a defective SIM Card on the Merchant's request.

5. Merchant responsibilities

- 5.1. The Merchant shall during the Hire Period:
- 5.1.1. ensure that the Terminal is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions;
 - 5.1.2. ensure that receipts and cardholder information are stored, and ultimately deleted and/or destroyed, in a secure and legally-compliant manner,
 - 5.1.3. take such steps (including compliance with all safety and usage instructions provided by Blink) as may be necessary to ensure, so far as is reasonably practicable, that the Terminal is at all times safe and without risk to health when it is being set, used or maintained by a person at work;
 - 5.1.4. maintain at its own expense the Terminal in good and substantial repair in order to keep it in as good an operating condition as it was on the Delivery Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, make good any damage to the Terminal, and keep the Terminal at all times safely and securely;
 - 5.1.5. make no alteration to the Terminal and shall not remove any existing component(s) from the Terminal;
 - 5.1.6. keep Blink fully informed of all material matters relating to the Terminal;
 - 5.1.7. keep the Terminal at all times at the Location and shall not move or attempt to move any part of the Terminal to any other location without Blink's prior written consent;

- 5.1.8. conform to domestic standards and regulations in force, in particular, to applicable banking standards and all applicable terms and conditions relating to the Terminal, including terms and conditions of any applicable SIM Card provider;
- 5.1.9. use any SIM Card solely in respect of the Terminal; the Merchant shall indemnify and hold harmless Blink in respect of all losses, damages, costs, and expenses, suffered by Blink as a result of any use of the SIM Card which is not in accordance with this Agreement and/or any terms of any relevant third-party telecommunication services provider, or any other laws, which are applicable to the SIM Card;
- 5.1.10. permit Blink or its duly authorised representative to inspect, repair, maintain and/or remove the Terminal at all reasonable times and for such purpose to enter upon the Location or any premises at which the Terminal may be located, and shall grant reasonable access and facilities for the same;
- 5.1.11. maintain operating and maintenance records of the Terminal and make copies of such records readily available to Blink, together with such additional information as Blink may reasonably require;
- 5.1.12. not, without the prior written consent of Blink, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Terminal or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- 5.1.13. not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Blink in the Terminal;
- 5.1.14. not suffer or permit the Terminal to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Terminal is so confiscated, seized or taken, the Merchant shall notify Blink and the Merchant shall at its sole expense use its best endeavours to procure an immediate release of the Terminal and shall indemnify Blink on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- 5.1.15. monitor the connectivity of the Terminal, and the Merchant acknowledges that Blink will not monitor for, or inform the Merchant in respect of, any loss of connectivity;
- 5.1.16. provide at the Merchant's sole cost all Consumables necessary for the operation of the Terminal during the Hire Period;
- 5.1.17. reconcile Card payments made using the Terminal in a timely way and inform Blink of any discrepancy immediately;
- 5.1.18. store and, where appropriate, destroy receipts and Customer information securely;
- 5.1.19. be responsible for any unauthorised or fraudulent transactions performed on the Terminal whilst in the Merchant's possession or under the Merchant's control;
- 5.1.20. download and use any software updates in respect of the Terminal made available by Blink for remote download;
- 5.1.21. not use the Terminal for any unlawful purpose;
- 5.1.22. ensure that at all times the Terminal remains identifiable as being Blink's property and wherever possible shall ensure that a visible sign to that effect is attached to the Terminal;
- 5.1.23. deliver up the Terminal at the end of the Rental Period or on earlier termination of this Agreement, or as otherwise required by this Terminal Services Schedule, at such address as Blink requires, or if necessary allow Blink or its representatives access to the Location or any premises where the Terminal is located for the purpose of removing the Terminal, in each case subject to such charges as Blink implements for collection, and without prejudice to the continuation of the Terminal Services for the remainder of the Rental Period (if applicable); and
- 5.1.24. not do or permit to be done anything which could invalidate the insurances referred to in Paragraph 4.8.

- 5.2. The Merchant acknowledges that Blink shall not be responsible for any loss of or damage to the Terminal whilst the Terminal is within the Merchant's control, or otherwise arising out of or in connection with any negligence, misuse, mishandling of the Terminal or otherwise caused by the Merchant or its officers, employees, agents and contractors, and the Merchant undertakes to indemnify Blink on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Merchant to comply with the terms of this Schedule.

6. Warranty

- 6.1. Blink warrants that the Terminal shall substantially conform to its specification (as made available by Blink), and be of satisfactory quality and fit for any purpose held out by Blink, for 90 days following the Delivery Date. Blink shall use all reasonable endeavours to remedy, free of charge, any material defect in the Terminal which manifests itself during the Hire Period, provided that:

- 6.1.1. the Merchant notifies Blink of any defect, using the Support Services, within five Business Days of the defect occurring or of becoming aware of the defect;
- 6.1.2. Blink is permitted to make a full examination of the alleged defect (in respect of which the Merchant shall give to Blink access to such premises and information as Blink may require);
- 6.1.3. the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than Blink's authorised personnel;
- 6.1.4. the defect did not arise out of any information, design or any other assistance supplied or furnished by the Merchant or on its behalf; and
- 6.1.5. the defect is directly attributable to defective material, workmanship or design.

To the extent that Blink remedies any material defect under Paragraph 6.1, and the warranty given under it, by swapping the Terminal, Blink reserves the right to charge, and the Merchant acknowledges that it may still need to pay, the relevant swap-out Fee as set out in Paragraph 3.5.

- 6.2. The warranty at Paragraph 6.1 shall not apply, and Blink shall have no obligation under or in respect of it, where the defect arises from any of the following:

- 6.2.1. breakdowns or malfunctions due to a failure to follow installation and usage instructions;
- 6.2.2. a cause unrelated to the manufacturer of the Terminal (including impact, lightning, fire, vandalism, flood, malicious acts, or damages of any type, contact with miscellaneous liquids or any harmful agent, or inappropriate electrical voltage);
- 6.2.3. modifications of the Terminal made without Blink's written consent, including any repair, intervention (opening or attempted opening of the Terminal) or maintenance performed by persons not authorised by Blink;
- 6.2.4. failure to perform standard maintenance, such as described in the documentation delivered with the Terminal, or otherwise failure to comply with Blink's instructions in respect of the Terminal;
- 6.2.5. improper installation, testing, use, or operation of the Terminal by persons not authorised by Blink;
- 6.2.6. misuse, abuse, neglect, negligence, accident;
- 6.2.7. tampering/damage to the Terminal's security label;
- 6.2.8. food damage, liquid spillage or wetting the Terminal, including as a result of a failure to comply with Blink's published guidelines for Terminal cleaning;
- 6.2.9. cosmetic damages (such as scratches, stains, paint, or stickers);
- 6.2.10. external damage due to dropping, hitting, or cracking the external shell of the Terminal;

- 6.2.11. failure of electrical power, air conditioning or humidity control (other than while the Terminal is in Blink's possession);
- 6.2.12. Terminals missing integral parts of the equipment (such as SAM, printer covers, rollers, module covers);
- 6.2.13. evidence of insects or foreign organisms;
- 6.2.14. loss or damage in transit;
- 6.2.15. improper site preparation;
- 6.2.16. a lack of care, or storage or environmental conditions that are unfit for the Terminal (in particular, those associated with temperature and humidity conditions, the effects of variations of electrical voltage, and parasites from the electricity network or the ground);
- 6.2.17. damage resulting from insufficient packaging and/or improper packaging of the Terminal re-dispatched to Blink;
- 6.2.18. normal wear and tear of the Terminal and any Consumables;
- 6.2.19. communications problems associated with an unfavourable environment, in particular:
 - 6.2.19.1. problems associated with access and/or connection to the Internet, such as interruptions of access networks, or failure of the subscriber's line or that of its correspondent;
 - 6.2.19.2. a transmission failure (bad geographic coverage by radio transmitters, interference, jamming, breakdown or bad quality of telephone lines);
 - 6.2.19.3. a problem specific to the local network (cabling, file server, user workstations), and/or a problem involving the transmission network (jamming, malfunction or bad quality of the network); and/or
 - 6.2.19.4. a change to the cellular network's parameters, occurring after the sale of the Terminal;
- 6.2.20. the supply of new software versions;
- 6.2.21. use of the Terminal with Merchant or third-party supplied software, products, interfaces, or supplies, including damage to LCD screens from "burn-in" or damage to speakers caused by audio configurations;
- 6.2.22. damage due to interfacing with the Terminal or the Terminal's components or supplies;
- 6.2.23. delivery, installation or exchange of Consumables;
- 6.2.24. problems following the use of products or accessories that are not compatible with the Terminal;
- 6.2.25. any Terminal returned to Blink without Blink's prior written consent;
- 6.2.26. the opening or closing of a SIM Card operator's stick and the work following the non-functioning of the Terminal resulting from the opening or closing of the SIM Card operator's stick, carried out without the consent of the original operator;
- 6.2.27. defects resulting from equipment provided or chosen by the Merchant; and/or
- 6.2.28. any other cause outside of Blink's control.

In the case of exclusion of the warranty, as well as at the expiry of the warranty period, all repairs will be charged at Blink's normal time and materials rates then in force, together with the repair and dispatching (round-trip) expenses, and any other Fees payable in respect of the Terminals under this Schedule, all of which Blink shall invoice to the Merchant.

- 6.3. Insofar as the Terminal comprises or contains equipment or components which were not manufactured or produced by Blink, the Merchant shall be entitled only to such warranty or other benefit as Blink has received from the manufacturer. In the event that the Terminal is

manufactured by a third party, Blink does not warrant that the Terminal will be free from defects or faults.

- 6.4. If Blink fails to remedy any material defect in the Terminal in accordance with Paragraph 6.1, Blink shall, at the Merchant's request, accept the return of part or all of the Terminal and make an appropriate reduction (at Blink's absolute discretion) to the Hire Fees payable during the remaining term of the Hire Period.
- 6.5. If the Merchant makes an invalid claim under the warranty set out in Paragraph 6.1, Blink may charge the Merchant for Blink's fees and costs of dealing with that claim, including examining (and travelling in order to examine, or otherwise arranging for delivery and collection), storing, repairing or replacing the Terminal.
- 6.6. Blink does not warrant that use of the Terminal will be uninterrupted or error-free (including due to the dependency of the Terminal on third parties for operational use). The Merchant acknowledges that the Terminals are provided "as is" without any condition or warranty of any kind, express or implied, except as set out in Paragraph 6.1.
- 6.7. The Merchant acknowledges that:
 - 6.7.1. the Merchant's use of the Terminal, and the operation of the Terminal, is not within Blink's control; use and operation of the Terminal is dependent on third parties, including the Infrastructure;
 - 6.7.2. the Terminal is not designed to meet the Merchant's individual requirements;
 - 6.7.3. Blink will not notify the Merchant in the event that the Terminal loses connectivity, and (subject to Clause 9.2 of the Terms and Conditions), Blink shall not have any liability for the Merchant's inability to use the Blink Services and/or the Terminal as a result of: (i) the act or omission of any third party; or (ii) the Infrastructure; or (iii) for any other reason outside of Blink's control;
 - 6.7.4. discrepancies between payments made via the Terminal and those appearing in the Merchant's Account may occur, and, in the event of such discrepancy, the Merchant should immediately contact the Acquirer, and: (i) reconcile any payments in the Account against Transactions made through the Terminal, and (ii) inform Blink of the discrepancy as soon as is reasonably practicable (in which case Blink may, but is not obligated to, assist the Merchant in resolving the discrepancy); and
 - 6.7.5. in the event of any failure in respect of the Terminal, the Merchant has access to alternative payment methods.
- 6.8. Blink shall use its reasonable endeavours to make the Terminal Services available; the Merchant acknowledges that the Terminal Services may not be available at certain times, including during planned and emergency maintenance (in respect of which Blink shall use its reasonable endeavours to give to the Merchant such notice as Blink is reasonably able in the circumstances).
- 6.9. In the event the Merchant returns a Terminal to Blink, and Blink determines that the Terminal is not covered by the warranty set out at Paragraph 6.1:
 - 6.9.1. Blink shall be entitled to repair the Terminal, scrap the Terminal, or return the Terminal to the Merchant (in each case, at Blink's absolute discretion, subject to any particular subscription purchased by the Merchant from Blink in respect of Terminal replacement);
 - 6.9.2. the Merchant shall be responsible for sending the Terminals which are not covered by warranty in appropriate packaging to reduce the risk of damage during transport or its original or equivalent packaging to the locations specified by Blink;
 - 6.9.3. the Merchant shall be responsible for shipping charges to and from Blink in connection with any Terminal not covered by such warranty;
 - 6.9.4. the Merchant shall be responsible for the risk of loss or damage during shipment; and
 - 6.9.5. Blink will perform a diagnostic test on each out of warranty Terminal received for repair prior to performing any repair services and the Merchant will pay any relevant

diagnostic test fee that Blink charges from time to time, whether or not any issue is discovered in respect of the relevant Terminal, or the Terminal is determined by Blink to be irreparable.

6.10. Blink may at any time discontinue:

6.10.1. offering any Terminal; and/or

6.10.2. any warranty, support, or repair services for a Terminal, if a third-party manufacturer discontinues providing support for a Terminal that it manufactures.

The Merchant may continue to operate a Terminal model following the discontinuation, at its own risk.

7. Intellectual Property Rights

7.1. The Merchant acknowledges that, unless otherwise stipulated by Blink, all of the Intellectual Property Rights concerning the Terminal and the Terminal Services are and shall remain the absolute property of Blink or its licensors.

7.2. Blink only grants the Merchant the right to execute the software programs developed by Blink or its licensors, whether or not these are integrated in the Terminal, on the Terminal and in the territory in which the Terminal is supplied by Blink (the "**Territory**"). This license is granted on a non-exclusive, non-transferable basis and is limited to the Territory, for a period of time equal to the duration of the use of the Terminal. The Merchant only holds the right to reproduce such software programs, solely for the purposes of loading, displaying, execution, transmission or storage strictly in connection to use of the Terminal for the purpose for which it is supplied. The Merchant must not to copy, disassemble, translate, adapt, modify or decompile all or part of such software programs, except to the extent permitted by law.

7.3. The brand names under which the Terminal is provided cannot be used by the Merchant, other than to identify the Terminal. The Merchant must not alter or remove the Terminal's signs of identification.

8. Consequences of termination

8.1. On termination or expiry of the Terminal Services for any reason, and/or otherwise when Blink has exercised any of its rights under Clause 4.9 of the Terms and Conditions:

8.1.1. Blink's consent to the Merchant's possession of the Terminal shall terminate and Blink may, by its authorised representatives, without notice and at the Merchant's expense, retake possession of the Terminal and for this purpose may enter the Location or any premises at which the Terminal is located;

8.1.2. in the event of any failure by the Merchant to comply with Paragraph 8.1.1 or Paragraph 5.1.4 of this Schedule, the Merchant shall pay to Blink on demand the greater of:

8.1.2.1. such Fees as Blink charges in such circumstances from time to time as set out on the Fees Page; and

8.1.2.2. such amount for the replacement of the Terminal as is Blink's reasonable assessment of the market value of a similar model and age terminal on sale;

in addition to full amount of the Terminal Fees until the Terminal is returned to Blink's possession; if the Terminal has not been returned to Blink's possession within three months of termination or expiry, Blink reserves the right to charge the Merchant the Lost Terminal Fee under Paragraph 3.3;

8.1.3. the Merchant shall pay to Blink on demand:

8.1.3.1. all Hire Fees and other sums due but unpaid at the date of such demand together with any other sums accrued under this Agreement;

8.1.3.2. in the event of the Terminal Services coming to an end before the end of the Initial Hire Period or the relevant Renewed Hire Period, all sums that would have been due to Blink had the Terminal Services continued for the

remainder of that relevant period, plus such restocking Fee as Blink may charge from time to time; and

- 8.1.3.3. any costs and expenses incurred by Blink in recovering the Terminal and/or in collecting any sums due under this Agreement (including any storage, insurance, repair, transport, legal and remarketing costs).

9. Liability

For the purposes of Clause 9.4 of the Terms and Conditions, Blink's total aggregate liability arising out of or in connection with the Terminal Services shall be limited to 110% of the total amount of Fees paid and payable, in aggregate, by the Merchant to Blink under this Schedule in the 12 months prior to the date on which the claim first arose.

10. Terminal Services

The following terms apply to the Terminal Services:

- 10.1. In respect of Airtime (if using a Terminal with SIM Card):
 - 10.1.1. Blink shall fit a SIM Card into and configure the Terminal;
 - 10.1.2. Blink shall arrange connection to a suitable Network;
 - 10.1.3. the Merchant acknowledges that Fees in respect of Airtime service may be subject to change after the first twelve months of the Hire Period, if the Network provider increases the cost to Blink; and
 - 10.1.4. in respect of Network availability, the Merchant shall ensure that:
 - 10.1.4.1. use is only with the Terminal and SIM Cards provided for use with the Network (and which have not been lost or stolen);
 - 10.1.4.2. use is only for the purposes of processing Transactions, and no other purpose;
 - 10.1.4.3. the SIM Card not being used for any other purposes or otherwise modified or removed from the Terminal; and
 - 10.1.4.4. the Terminal is in range of base stations forming part of the Network.

Blink shall not have any liability (subject to Clause 9.2 of the Terms and Conditions) for any failure by the Merchant to comply with such obligations.
- 10.2. In respect of Terminal and Transaction processing:
 - 10.2.1. Blink shall configure the Terminal with appropriate software for the processing of Transactions by any Card capable of being accepted by the Merchant under the terms of the Merchant's agreement with the Acquirer;
 - 10.2.2. Blink shall provide software upgrades at its discretion from time to time; and
 - 10.2.3. Blink shall ensure secure routing for Card authorisations and Transactions to and from the Acquirer.
- 10.3. In respect of on-site support, Blink shall provide on-site support in respect of the Terminal at the Location where necessary (at Blink's absolute discretion) during Normal Business Hours.
- 10.4. In respect of guaranteed replacement services:
 - 10.4.1. if the Terminal develops a fault that cannot be resolved by the support available under this Schedule, Blink will use its reasonable endeavours to dispatch a replacement Terminal to the Location within one Business Day (subject to the terms of this Schedule). The Merchant acknowledges that this target response time is approximate and Blink does not warrant that any particular replacement shall be made within this time;
 - 10.4.2. Blink will provide any replacement Terminal, configured for the Merchant's use, of a similar or equivalent specification, but which may be new or refurbished; and
 - 10.4.3. without prejudice to any other provisions of this Agreement or this Schedule, Blink's replacement services shall not extend to any damage or defect caused by the

Merchant's breach of this Agreement (including in respect of any damage caused to the Terminal or any part thereof through misuse or malicious damage by the Merchant or any third party, or for theft or loss of the Terminal), nor to faults in respect of Consumables, Network outages or to any third-party device or attachment that is not part of the Terminal provided by Blink.