

Third-Party Gateway Services Schedule

This is a Schedule to the Terms and Conditions of Fidelity Payment Processing Limited t/a Blink. This Schedule applies to the Third-Party Gateway 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

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

"Access Period"	the Initial Access Period together with all Renewed Access Periods;
"Access Start Date"	the Access Date;
"Initial Access Period"	unless otherwise specified in the Order Form, 12 months from the Access Start Date;
"Material"	material that the Merchant uploads (or permits to be uploaded) onto Blink's, the Third Party's, or any third party's, servers as part of Blink's provision of the Third-Party Gateway Services;
"Minimum Volume"	the minimum number of Transactions the Merchant is to process using the Third-Party Gateway Services in any calendar month during the Access Period, as set out in the Order Form;
"MPTV"	maximum permitted transaction volume, as communicated by Blink to the Merchant from time to time;
"Renewed Access Period"	has the meaning given to it in Paragraph 2.1;
"Third Party"	the relevant third-party supplier of a management interface platform to allow for payment of Transactions, which is distributed and made available by Blink to the Merchant under this Schedule, as set out in the Order Form;
"Third-Party Gateway"	the management interface platform provided by the Third Party through which the Merchant is able to authorise and allow for payment of Transactions, as set out in the Order Form;
"Third-Party Gateway Fees"	the fees paid and payable by the Merchant for use of the Third-Party Gateway Services, as set out in the Order Form;
"Third-Party Gateway Services"	the services provided by Blink to the Merchant for processing of Data with respect to the authorisation and payment of Transactions through the Third-Party Gateway, together with the provision of the necessary interface platform through which authorisation and payment of Transactions takes place; and
"Transaction Fees"	the Fees payable by the Merchant to Blink for each Transaction processed using the Third-Party Gateway Services, as set out in the Order Form.

2. Third-Party Gateway Services

- 2.1. Access to the Third-Party Gateway Services shall commence on the Access Start Date and shall continue, unless terminated earlier in accordance with this Agreement, for the Initial Access Period and shall automatically extend for 12 months ("**Renewed Access Period**") at the end of the Initial Access Period and at the end of each Renewed Access Period. Either Party may give written notice to the other Party, not later than 30 days before the end of the

Initial Access Period or the relevant Renewed Access Period, to terminate the Third-Party Gateway Services at the end of the Initial Access Period or the relevant Renewed Access Period, as the case may be.

- 2.2. The Merchant may access the Third-Party Gateway only with a device and browser that is compatible with the Third-Party Gateway, including any security features that are part of the Third-Party Gateway, in accordance with the requirements of the Third Party from time to time.
- 2.3. The functionality and specifications of the Third-Party Gateway shall be as set out in such materials as the Third Party may make available from time to time.
- 2.4. The Third Party may provide the Merchant with access to a portal to:
 - 2.4.1. allow the Merchant to receive Transactions and send the required data related to the Transaction to an Acquirer; the Third Party shall then receive the response from the Acquirer and confirm the related authorisation or failure of the Transaction; and
 - 2.4.2. provide the Merchant with access to additional core and value added services, depending on the functionality and specification of the Third-Party Gateway.

The Merchant shall comply with all access restrictions and requirements for use of, and access to, such portal, and shall be responsible for ensuring that any data added to such portal is correct. Neither Blink nor the Third Party has any liability (subject to Clause 9.2 of the Terms and Conditions) in respect of or connected to incorrect, inaccurate or incomplete data added to any such portal.

- 2.5. Blink shall not have any liability for any authorisation and/or failure, or otherwise, in respect of any Transaction carried out or attempted through the Third-Party Gateway. The Merchant must inform Blink immediately of any discrepancy or concern related to a Transaction. Blink does not calculate the Transaction amounts or approve, issue, receive, possess or manage any payments or money.
- 2.6. Subject to compatibility of Merchant and Customer equipment, systems and browsers, each as determined by Blink and/or the Third Party, the Third-Party Gateway Services shall provide for the secure transmission of Card and other Transaction information from the Merchant to the Acquirer whilst maintaining records thereof accessible to the Merchant via the Account.
- 2.7. The Third-Party Gateway Services are subject to technical specifications prescribed by Blink and the Third Party; Merchant shall ensure that its equipment, systems and browsers are within such specifications, such as they may be from time to time.
- 2.8. In relation to the Third-Party Gateway Services:
 - 2.8.1. Blink hereby grants to the Merchant a non-exclusive, non-transferable licence to allow Users to use the Third-Party Gateway Services solely for the Merchant's own business purposes and not for any third party;
 - 2.8.2. the Merchant must comply with the Third Party's requirements and instructions in respect of integration with, and use of, the Third-Party Gateway;
 - 2.8.3. the rights provided under this Schedule are granted to the Merchant only, and shall not be considered granted to any subsidiary or holding company of the Merchant; and
 - 2.8.4. the Merchant shall not:
 - 2.8.4.1. remove, obscure, or alter any proprietary notices (including copyright notices) affixed to or contained within the Third-Party Gateway;
 - 2.8.4.2. attempt to copy, duplicate, modify, improve, customise, create derivative works from or distribute all or any portion of the Third-Party Gateway Services except to the extent expressly set out in this Agreement or as may be required by any applicable law;

- 2.8.4.3. operate the Third-Party Gateway in the capacity of a service bureau or other hosted services provider, in whole or in part, nor enable others to do so;
 - 2.8.4.4. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Third-Party Gateway Services, except as may be required by any applicable law;
 - 2.8.4.5. circumvent any of the technical limitations of the Third-Party Gateway, or decompile or otherwise reconstruct the Third-Party Gateway;
 - 2.8.4.6. use the Third-Party Gateway in a way that could damage, disable, overburden, impair or compromise the Third-Party Gateway;
 - 2.8.4.7. use the Third-Party Gateway (or any part thereof) to violate any applicable laws or regulations, or the regulations, bylaws, or rules of any payment card network;
 - 2.8.4.8. use the Third-Party Gateway (or any part thereof) in any manner that materially interferes with or damages the operation of Blink's products and services;
 - 2.8.4.9. collect or harvest any information or data from the Third-Party Gateway or attempt to decipher any transmissions to or from the Third-Party Gateway;
 - 2.8.4.10. access all or any part of the Third-Party Gateway Services in order to build a product or service which competes with any part of the Third-Party Gateway Services; or
 - 2.8.4.11. use the Third-Party Gateway Services to provide services to third parties other than Customers.
- 2.9. Blink is not responsible for any connections, deliverables or services that Blink is not expressly stipulated to provide in this Agreement.
- 2.10. Blink does not warrant that the Third-Party Gateway Services and/or the Third-Party Gateway will be secure from unauthorised access. Due to the nature of the Internet, this cannot be guaranteed.
- 2.11. The Merchant acknowledges that the Third Party may from time to time:
- 2.11.1. restrict or prohibit integration of the Third-Party Gateway with specific Acquirers, at the Third Party's absolute discretion;
 - 2.11.2. provide the Third-Party Gateway such that it contains code, software, interfaces, firmware, or other components which are subject to the terms and conditions of "open source" software licenses, including terms and conditions relating to the Merchant's and its Users' use, reproduction, and distribution of such licences; to the extent required by such licenses or in the event such licenses conflict with any terms contained in this Agreement, the terms of such licenses will prevail over the terms of this Agreement with respect to such open source components;
 - 2.11.3. utilise third-party software and other copyrighted material within the Third-Party Gateway, in which instances acknowledgments, licensing terms, and disclaimers for such material may apply, and the Merchant's use of such software and materials are governed by those respective terms (which may be embedded into the Third-Party Gateway); in the event of conflict between this Agreement and any applicable terms relating to such third-party software or copyrighted materials, such applicable terms shall control solely with respect to the third-party software or copyrighted materials in question;

- 2.11.4. change, amend and/or update the Third-Party Gateway, and/or any functionality available through it, at any time;
 - 2.11.5. suspend and/or withdraw access to the Third-Party Gateway, for any reason (including in respect of protecting the Third-Party Gateway and its security); and
 - 2.11.6. either host the Third-Party Gateway on its own servers or use third party suppliers to do so in whole or in part. The Merchant acknowledges that the Third Party may from time to time without prior notice and without the need for prior agreement provide reasonable additional obligations or requirements on users or reasonably restrict users' rights due to the requirements of the third-party suppliers. Any such activity by the Third Party is subject to compliance with applicable laws.
- 2.12. Blink and the Third Party each reserves the right, at any time, to carry out repairs and/or maintenance to, or introduce new facilities and functions in respect of, all or any part of the Third-Party Gateway Services.
- 2.13. Blink does not warrant that the Third-Party Gateway Services will be compatible with all Material.
- 2.14. Blink shall be entitled to suspend the Third-Party Gateway Services (or any part thereof) at any time with immediate effect:
- 2.14.1. for operational reasons such as repair, maintenance or improvement, provided that Blink shall endeavour to give the Merchant as much as notice as is reasonably possible before doing so and shall restore the Third-Party Gateway Service as soon as reasonably practicable following any such suspension;
 - 2.14.2. where Blink reasonably believes that the continued access of the Third-Party Gateway Services represents a threat or potential threat to the operation, security or functionality of any or all of the following (or any part thereof):
 - 2.14.2.1. the integrity of the Third-Party Gateway Services, including any software or hardware with which it is provided by Blink, and/or any Blink Services;
 - 2.14.2.2. the system or operation of any third party; or
 - 2.14.2.3. any aspect of services provided to a third party by Blink; and/or
 - 2.14.2.4. where Blink identifies or reasonably suspects any out-of-character traffic profile attributable or connected to the utilisation of the Third-Party Gateway Services by the Merchant (including MPTV). Blink will promptly inform the Merchant that the MPTV is being exceeded, ahead of suspending the Third-Party Gateway Services.

The right for Blink to suspend is designed to protect the Third-Party Gateway Services and the Blink Services from risks such as denial of service attacks, and Blink will take reasonable steps to maintain the Third-Party Gateway Services.

3. Merchant obligations

- 3.1. In order to use the Third-Party Gateway Services and process Transactions through the Third-Party Gateway, the Merchant must provide to the Third-Party Gateway such information as Blink and/or the Third Party may require from time to time. The Merchant must ensure that all information is complete and accurate.
- 3.2. The Merchant grants to Blink and the Third Party a non-transferable, non-exclusive licence to use and copy the Merchant Data to enable Blink to provide the Third-Party Gateway Services, and for the Merchant to otherwise use, and access, the Third-Party Gateway and the Third-Party Gateway Services.
- 3.3. The Merchant must:

- 3.3.1. report any faults or suspected faults with or in the Third-Party Gateway Services to Blink immediately upon discovery;
 - 3.3.2. be responsible (at its own cost) for providing the telecommunications services and correctly configured hardware that is needed to connect to the Third-Party Gateway Services and the Third-Party Gateway;
 - 3.3.3. provide details of a systems administrator who, on behalf of the Merchant, will be familiar with the Third-Party Gateway Services and available to be contacted by Blink to provide details of any change to the contact details of the system administrators;
 - 3.3.4. only submit Data to the Third-Party Gateway that is correct, accurate and up-to-date;
 - 3.3.5. not conduct, attempt to conduct, or solicit a third-party to conduct penetration testing or other vulnerability assessments of the Third-Party Gateway;
 - 3.3.6. not access or use, or attempt to access or use, the Third-Party Gateway in a manner intended to or with the effect of negatively impacting the performance of the Third-Party Gateway;
 - 3.3.7. be responsible for configuration and management of access to the Third-Party Gateway Services including configuration of network, firewall, DNS, routers and any personal computers as well as any integration of the Third-Party Gateway Services into a website or call centre application, or its systems, as required by the Merchant;
 - 3.3.8. allow Blink to incorporate information of the Merchant (including Transaction information) into the Blink databases solely for the purpose of providing the Third-Party Gateway Services;
 - 3.3.9. process the Minimum Volume in any calendar month during the Access Period;
 - 3.3.10. not store Card details on its systems whether in plain text or encrypted form; where the Merchant, with the agreement of the Acquirer, needs to store card details on its systems whether in plain text or encrypted form, the Merchant agrees to notify Blink in order to be assessed for adherence to PCI: DSS requirements. In such a case, the Merchant will be authorised by Blink to maintain a store of Card numbers only provided that the Merchant is able to provide to Blink such information and proof of certification as Blink may request in respect of such requirements in advance of such storage;
 - 3.3.11. apply adequate security measures to protect any information accessible through the Third-Party Gateway. Such information is available to the Merchant for the Merchant's internal purposes only, and the Merchant must not copy or download, or otherwise make available to any third party, any such information for any purpose; and
 - 3.3.12. report to Blink any abuse of the Internet (including spam, hacking and phishing) that the Merchant considers to have taken place through the use of the Third-Party Gateway Services and/or the Third-Party Gateway by any person, and the Merchant must include in such report as much information as the Merchant is able to provide to Blink relating to the type of abuse that the Merchant has witnessed.
- 3.4. The Merchant must not in any way use the Third-Party Gateway, or submit to Blink or the Third-Party Gateway, anything which in any respect:
 - 3.4.1. is in breach of any law, statute, regulation or byelaw of any applicable jurisdiction;
 - 3.4.2. is fraudulent, criminal or unlawful;

- 3.4.3. is inaccurate or out-of-date;
 - 3.4.4. is obscene, indecent, vulgar, discriminatory, offensive, threatening, defamatory or untrue;
 - 3.4.5. is in contravention of any applicable law, nor allow or assist any third party in doing so;
 - 3.4.6. impersonates any other person or body or misrepresents a relationship with any person or body;
 - 3.4.7. may infringe or breach the copy or Intellectual Property Rights of any third party;
 - 3.4.8. may be contrary to Blink's or the Third Party's interests;
 - 3.4.9. is contrary to any specific rule or requirement that Blink or the Third Party may stipulate for the Third-Party Gateway Services; or
 - 3.4.10. involves the Merchant's use, delivery or transmission of any viruses, unsolicited communications, Trojan horses, trap doors, cancelbots, back doors, worms, easter eggs, time bombs or computer programming routines that are intended to damage, interfere with, surreptitiously intercept or expropriate any data, personal information or system.
- 3.5. Access to the Third-Party Gateway Services and/or the Third-Party Gateway may be suspended or withdrawn to or from the Merchant or all Users temporarily or permanently at any time without notice. Blink and/or the Third Party may also impose restrictions on the length and manner of usage of any part of the Third-Party Gateway and/or the Third-Party Gateway Services or access for any reason. If Blink impose restrictions on the Merchant, the Merchant must not attempt to use the Third-Party Gateway Services or the Third-Party Gateway under any other name or user.
- 3.6. Blink provides the Merchant with access to the Third-Party Gateway on an "as is" basis; the Merchant is responsible for maintaining appropriate records in connection with its business activities relating to the Third-Party Gateway Services. Following termination of the Third-Party Gateway Services, the Merchant acknowledges that Blink will not retain or store any information relating to the Third-Party Gateway Services (including Transaction data), or make such information available to the Merchant.

4. Fees

- 4.1. In consideration of the provision by Blink to the Merchant of the Third-Party Gateway Services and access to the Third-Party Gateway, the Merchant shall pay to Blink:
- 4.1.1. any setup Fees set out in the Order Form;
 - 4.1.2. the Third-Party Gateway Fees on a monthly basis in arrears; and
 - 4.1.3. the Transaction Fees on a monthly basis in arrears.

Blink reserves the rights to charge any such Fees in advance, at its absolute discretion.

- 4.2. If in any month the Merchant fails to process the Minimum Volume, the Merchant shall pay the Transaction Fees to Blink as if the Minimum Volume had been achieved.

5. Termination

In the event that the Third-Party Gateway Services are terminated for any reason, the Merchant will cease to have access to the Third-Party Gateway Services, the Account and the Third-Party Gateway.

6. Liability

- 6.1. The Merchant acknowledges that Blink cannot guarantee uninterrupted, timely or error-free access to the Third-Party Gateway Services and/or the Third-Party Gateway due to events beyond Blink's control (including operation of public and private networks by Internet service providers, telecoms providers and third parties), and Blink and/or the Third Party may also

need to carry out maintenance (whether planned or unplanned, and routine or not) from time to time on the Third-Party Gateway Services and/or the Third-Party Gateway. Blink does not warrant that the provision of the Third-Party Gateway Services and/or the Third-Party Gateway will be uninterrupted or error-free.

6.2. Blink does not warrant that the Third-Party Gateway will operate in conjunction with any:

6.2.1. specific hardware (including terminals);

6.2.2. software (including operating systems); and/or

6.2.3. third party services;

in each case, other than those that are expressly set out in this Agreement.

6.3. 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 Third-Party Gateway Services, the Third-Party Gateway, and otherwise arising under or in connection with this Schedule, 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.

6.4. The Merchant shall indemnify Blink against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Blink arising out of or in connection with any breach by the Merchant of this Schedule.