

PAYCORE.IO SERVICE TERMS

Last updated May 1, 2019

These Service Terms contain terms and conditions that govern your access to and use of the PayCore.io Cloud and PayCore.io Cloud Dedicated subscription types (as defined below) and is an agreement between the PayCore.io Contracting Party (as defined in the PayCore.io Customer Agreement) identified in the Order Form ("**PayCore.io**," "**we**," "**us**," or "**our**") and you or the entity you represent ("**you**" or "**Customer**"). In the event of a conflict between the terms of these Service Terms and the terms of the PayCore.io Customer Agreement or other agreement with us governing your use of our Services (the "**Agreement**"), the terms and conditions of these Service Terms apply, but only to the extent of such conflict. Capitalised terms used herein but not defined herein shall have the meanings set forth in the Agreement.

Before using the Services, you must register with PayCore.io and create an account (a "PayCore.io Account").

For important information on our Services, please visit our PayCore.io Service Disclosures page found at <https://paycore.io/legal/service-disclosures>.

Interpretation

1. In these Service Terms, unless the context requires a different interpretation:
 - (a) the singular includes the plural and vice versa;
 - (b) references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of these Service Terms;
 - (c) a reference to a person includes firms, companies, government entities, trusts and partnerships;
 - (d) reference to any statutory provision includes any modification or amendment of it;
 - (e) the headings and sub-headings do not form part of these Service Terms.

Your PayCore.io Account

2. The terms in this clause 2 describe the process of registering for and using your PayCore.io Account.
 - 2.1. **Registration.** To register for a PayCore.io Account, you or the person or people submitting the application (your "Representative") must provide us with your business or trade name, physical address, email, phone number, business identification number, URL, the nature of your business or activities, and certain other information about you that we require. We may also collect personal information (including name and birthdate) about your PayCore.io Account administrator. Until you have submitted, and we have reviewed and approved all required information, your PayCore.io Account will be available to you on a preliminary basis only, and we may terminate it at any time and for any reason.
 - 2.2. **Business Representative.** You and your Representative individually affirm to PayCore.io that your Representative is authorised to provide the information described in the sub-clause 2.1 on your behalf and to bind you to the Agreement. We may require you or your Representative to provide additional information or documentation demonstrating your Representative's authority. Without the express written consent of PayCore.io, neither you

nor your Representative may register or attempt to register for a PayCore.io Account on behalf of a user PayCore.io previously terminated from use of the Services.

- 2.3. **Registration Information.** You will ensure that all information you provide to us via the Website (for instance, the information provided in connection with your registration for the Services, requests for increased usage limits, etc.) is accurate, complete and not misleading.
- 2.4. **Changes to Your Business.** You agree to keep the information in your PayCore.io Account current. You must promptly update your PayCore.io Account with any changes affecting you, the nature of your business activities, or any other pertinent information. We may suspend your PayCore.io Account or terminate the Agreement if you fail to keep this information current.
- 2.5. **Your Name.** If you use the Services, your name (or the name used to identify you) and URL may appear on our Websites. To minimise confusion and avoid potential disputes, these descriptors must be recognisable to your customers and must accurately describe your business or activities.
- 2.6. **Validation.** You authorise us to retrieve information about you from our service providers, including credit and information bureaus. You acknowledge that this may include your name, addresses, credit history, and other data about you or your Representative. You acknowledge that we may use your information to verify any other information you provide to us and that any information we collect may affect our assessment of your overall risk to our business. You acknowledge that in some cases, such information may lead to suspension or termination of your PayCore.io Account.

Universal Service Terms

3. The terms in this clause 3 apply to all the Services.
 - 3.1. **Generally.** All the Services are a data transfer, processing, storage, hosting and payment initiation service only and do not include any financial transaction processing. You may only use the Service Offerings to initiate and facilitate payment transactions with the payment service providers and acquirers (together referred to as the "Payment Service Providers") that you have direct contractual relations.
 - 3.2. **Access.** During the Subscription Term, we will provide you access to use the Service Offerings as described in these Services Terms, the Agreement and the applicable Order. We may also provide you access to use the Services under the Special Pricing Program (as defined below) terms at any time by activating them in your PayCore.io Account.
 - 3.3. **Additional Features.** You may subscribe to additional features of the Service Offering by placing an additional Order or activating the additional features from within your PayCore.io Account (if this option is made available by us.). These Service Terms will apply to all additional Order(s) and all additional features that you activate from within your PayCore.io Account.
 - 3.4. **Service Availability.** We try to make the Service Offerings available 24 hours a day, 7 days a week, except for planned downtime for maintenance. You should not pay charges for the Services while they are unavailable (as defined in the applicable Service Level Agreement for each Service). To the extent you have been charged for a Service for a period when that Service was unavailable, you may request a Service Credit equal to any such amounts.
 - 3.5. **Professional Services.**
 - (a) You may purchase Professional Services by placing an Order with us. Unless we otherwise agree, the Professional Services we provide are described in the Product and Services Catalogue and will be delivered in English. Fees for these Professional Services are in

addition to your Service Fees. If you purchase Professional Services that recur, they will be considered part of your subscription and will renew in accordance with your subscription.

- (b) All Professional Services are performed remotely unless you and we otherwise agree.
 - (c) For Professional Services performed on-site, you will reimburse us our reasonable costs for all expenses incurred in connection with the Professional Services. Any invoices or other requests for reimbursements will be due and payable within thirty (30) days of the date of the invoice.
 - (d) If there are a specific number of hours included in the Professional Services purchased, those hours will expire as indicated in the applicable description, which expiration period will commence upon purchase (the "Expiration Period"). If there are deliverables included in the Professional Services purchased, it is estimated that those deliverables will be completed within the time period indicated as the delivery period in the applicable description, which delivery period will commence upon purchase (the "Delivery Period"). If there is no Expiration Period or Delivery Period indicated, then it will be one hundred and eighty (180) days from purchase. If the Professional Services provided are not complete at the end of the Delivery Period due to your failure to make the necessary resources available to us or to perform your obligations, such Professional Services will be deemed to be complete at the end of the Delivery Period. If the Professional Services provided are not complete at the end of the Delivery Period due to our failure to make the necessary resources available to you or to perform our obligations, the Delivery Period will be extended to allow us to complete such Professional Services.
 - (e) We might provide some or all elements of the Professional Services through third party service providers. Professional Services are non-cancellable and all fees for Professional Services are non-refundable.
- 3.6. **Internet Access.** In order to use the Services, you must have or must obtain access to the Internet, either directly or through devices that access web-based Content. You must also provide all equipment necessary to make (and maintain) such connection to the Internet.
- 3.7. **Software.** As part of the Services, you may be allowed to use certain software (including related documentation) provided by us or third-party licensors, e.g. PayCore.io Merchant Back Office web application. This software is neither sold nor distributed to you and you may use it solely as part of the Services. You may not transfer it outside the Services without specific authorisation to do so.
- 3.8. **Technical Documentation.** You must comply with the current technical documentation applicable to the Services (including the applicable developer guides) as posted by us and updated by us from time to time on the Website. In addition, if you create technology that works with a Service, you must comply with the current technical documentation applicable to that Service (including the applicable developer guides) as posted by us and updated by us from time to time on the Website.
- 3.9. **Special Pricing Program.** From time to time, we may offer free or discounted pricing programs covering certain usage of the Services (each, a "Special Pricing Program"). We may stop accepting new sign-ups or discontinue a Special Pricing Program at any time. Standard charges will apply after a Special Pricing Program ends or if you exceed the limitations by the Special Pricing Program. You must comply with any additional terms, restrictions, or limitations (e.g., limitations on the total amount of usage) for the Special Pricing Program as described in the offer terms for the Special Pricing Program or on the pricing page for the eligible Service(s). You may not access or use the Services in a way intended to avoid any additional terms, restrictions, or limitations (e.g., establishing multiple PayCore.io accounts

in order to receive additional benefits under a Special Pricing Program), and we may immediately terminate your account if you do so.

- 3.10. **Discount and Pricing Option.** If we make multiple discounts or pricing options for a Service available to you at one time, you will only be eligible to receive one discount or pricing option, and will not be entitled to cumulative discounting and pricing options.
- 3.11. **Maintenance.** From time to time, we may apply upgrades, patches, bug fixes or other maintenance to the Service Offerings ("Maintenance"). We agree to use reasonable efforts to provide you with prior notice of any scheduled Maintenance (except for emergency Maintenance) and you agree to use reasonable efforts to comply with any Maintenance requirements that we notify you about.
- 3.12. **Confidential Information.** If your Agreement does not include a provision on PayCore.io Confidential Information, and you and PayCore.io do not have an effective non-disclosure agreement in place, then you agree that you will not disclose PayCore.io Confidential Information (as defined in the PayCore.io Customer Agreement), except as required by law.
- 3.13. **Customisation.** PayCore.io may agree to customise any Service for you pursuant to a separate, written statement of work (the "SOW") executed by both you and PayCore.io, which may require the payment of fees in consideration for such customisation work. In the context of such customisation, you may provide PayCore.io with certain materials (including trademarks, logos or brands) for incorporation in the Services (the "Customisation Materials"). You represent and warrant that you have all right, title and ownership in the Customisation Materials, and you hereby grant PayCore.io a non-exclusive license to incorporate such Customisation Materials in the Services for the provision of such customised Service to you and your customers and End Users. The work product of any customisation of the Services performed by or on behalf of PayCore.io (except the Customisation Materials) shall be deemed part of the Services, owned by PayCore.io and (provided that all applicable fees are duly paid by you) licensed to you according to the terms and conditions of these Service Terms. If the foregoing is not sufficient to grant PayCore.io all right, title and interest in the work product of any customisation of a Service performed by or on behalf of PayCore.io, you hereby assign to PayCore.io all right, title and interest in the work product of such customisation work.
- 3.14. **Two-factor Authentication.** Access to the Services' user interfaces occur only over a secured channel and may require two-factor authentication (2FA). You and your End Users acknowledge and agree that the two-factor authentication is required for every user to access to the Services' GUIs if you have enabled the two-factor authentication for all users under your PayCore.io Account.
- 3.15. **Data Protection.**
- (a) **Data in Transit.** All interactions between users and the Services are done using the Secure Socket Layer (SSL) or Transport Layer Security (TLS) standard cryptographic protocols. This means all interactions with the Services' GUIs must be made using a web browser that supports the minimum SSL version or higher. This also affects browser-like applications like REST API clients and other software that can send and receive HTTP requests, as these must meet the minimum SSL/TLS version or higher as well.
 - (b) **Data at Rest.** PayCore.io uses cryptographic hashing and encryption mechanisms to protect sensitive information such as End User passwords, cryptographic keys to access a Payment Service Provider (as defined below). We use the third-party software component for access management security, which has been evaluated as conformant with the U.S. Federal Information Processing Standard (FIPS) 140-2 standards.

- (c) **Redundancy.** PayCore.io stores Your Content in a multi-tenant environment within Amazon Web Services (AWS) hosted infrastructure. Your Content may be replicated across multiple hosted datacentres within the same geographic location, e.g. within the EU or the U.S.
- (d) **Data Isolation.** PayCore.io logically isolates each customer Content in databases such as PostgreSQL.
- (e) **Data Deletion.** PayCore.io provides to you a mechanism that can be used to delete Your Content. Upon your termination of the Services, Your Content will be deleted on the conditions stated in these Service Terms.

3.16. **Data Transmission.**

- (a) You expressly consent to our processing and storage of Electronic Communications and Your Content, and you acknowledge and understand that Electronic Communications will involve transmission over the internet, and over various networks, only part of which may be owned and/or operated by us.
- (b) You and we shall endeavour to protect the Content of such Electronic Communication in order to protect either your confidential information or PayCore.io Confidential Information (as defined in the PayCore.io Customer Agreement), or both. You agree that we are not responsible for any Electronic Communications and/or Your Content which is lost, altered, intercepted or stored without authorisations during the transmission of any data whatsoever across networks not owned and/or operated by us.

3.17. **Callbacks.** Callbacks or webhooks (user-defined HTTP callbacks) allows you to receive real-time HTTP notifications of changes to specific objects in the Services including associated APIs. To use callbacks, you will need to set up an endpoint on your server, then add and configure the callbacks in the Dashboards as explained on the Website.

3.18. **Performing Benchmarks.** You may perform benchmarks or comparative tests or evaluations (each, a “Benchmark”) of the Service Offerings. If you perform or disclose, or direct or permit any third party to perform or disclose, any Benchmark of any of the Service Offerings, you (i) will include in any disclosure, and will disclose to us, all information necessary to replicate such Benchmark, and (ii) agree that we may perform and disclose the results of Benchmarks of your products or services, irrespective of any restrictions on Benchmarks in the terms governing your products or services.

3.19. **PayCore.io Contracting Party.**

- (a) Only the applicable PayCore.io Contracting Party (as defined in the PayCore.io Customer Agreement) will have obligations with respect to each PayCore.io account, and no other PayCore.io Contracting Party has any obligation with respect to such account. The PayCore.io Contracting Party for an account may change as described in the Agreement. Invoices for each account will reflect the PayCore.io Contracting Party that is responsible for that account during the applicable billing period.
- (b) If, as of the time of a change of the PayCore.io Contracting Party responsible for your account, you have made an up-front payment for any Service under such account, then the PayCore.io Contracting Party you paid such up-front payment to will remain the PayCore.io Contracting Party for the applicable account only with respect to the Services related to such up-front payment.

3.20. **Fees and Payments.**

- (a) You agree to pay Service Fees to access and use the Service Offerings as specified in your Order.
- (b) In addition to your Service Fees, you agree to pay additional Usage Charges if your usage of the Services exceeds the usage or other applicable limits (see clause 5.4. below).

- (c) The Infrastructure Fee will remain fixed during the Subscription Term (i) unless you upgrade base tiers or (ii) unless otherwise agreed to in the Order.
 - (d) For our Full-Service Subscriptions, once increased, your Infrastructure Fee will not decrease, even if there is a subsequent reduction in the number of transactions processed. We will monitor or audit remotely the number of transactions processed, and the number of transactions initiated.
 - (e) Tier prices are as set forth in our Product and Services Catalogue and pricing page available at <http://paycore.io/pricing>.
 - (f) We consider the maximum number of commerce accounts and hosted payment pages from the reviewed Billing Period for the purposes of calculating fees.
- 3.21. **Payment by credit card.** If you are paying by credit card, you authorise us to charge your credit card or bank account for all fees payable during the Subscription Term. You further authorise us to use a third party to process payments and consent to the disclosure of your payment information to such third party.
- 3.22. **Payment against invoice.** If you are paying by invoice, we will invoice you no more than forty-five (45) days before the beginning of the Subscription Term and each subsequent Billing Period, and other times during the Subscription Term when fees are payable. All amounts invoiced are due and payable within thirty (30) days from the date of the invoice, unless otherwise specified in the Order Form or the Invoice.
- 3.23. **Payment Information.** You will keep your contact information, billing information and payment card information (where applicable) up to date. Changes may be made on your Billing Page within your PayCore.io Account. All payment obligations are non-cancellable and all amounts paid are non-refundable, except as specifically provided for in the Agreement.
- 3.24. **Use and Limitation of Use.**
- (a) **Our software.** The software used to provide the Service Offerings is located on servers that are controlled by Amazon Web Service ("AWS"). You may access and use the software but have no right to receive a copy of the object code or source code to the software.
 - (b) **Acceptable Use.** You shall comply with the latest versions of our Acceptable Use Policy at <https://paycore.io/legal/acceptable-use-policy> and the AWS Acceptable Use Policy found at <https://aws.amazon.com/aup/>.
 - (c) **Prohibited and Unauthorised Use.** You will not (i) use the Service Offerings in any manner that damages, disables, overburdens, or impairs any of our websites or interferes with any other party's use of the Service Offerings; (iii) attempt to gain unauthorized access to the Service Offerings; (iv) access the Service Offerings other than through our interfaces; or (v) use the Service Offerings for any purpose or in any manner that is unlawful or prohibited by the Agreement and these Service Terms.
 - (d) **Limitation of Use.** You may not use the Service Offerings if you are legally prohibited from receiving or using the Service Offerings under the laws of the country in which you are resident or from which you access or use the Service Offerings. You do not use our services for any activities considered fraudulent or illegal under any laws or regulations in any applicable jurisdiction.
 - (e) **Prohibited Users.** The following persons are prohibited from using the Service Offerings: (i) persons who appear on the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC), Specially Designated Nationals List (SDN); (ii) persons who appear on any of the lists reflected on the U.S. Department of Commerce Bureau of Industry and Security Lists of Parties of Concern; (iii) persons who appear on the United Nations Consolidated Sanctions List; (iv) persons who appear on the Financial Conduct Authority (FCA) List of Prohibited Individuals; (v) persons who appear on the Canadian Anti-Terrorism Act, Listed Entities; (vi)

persons who are less than 18 years of age (or 20 years of age, if a person is subject to the laws of Japan); and (vii) persons or their affiliates who have been subject to a PayCore.io Account termination with cause.

3.25. PCI Compliance.

- (a) If You use the Service Offerings you must comply with the Payment Card Industry Data Security Standards (PCI-DSS), and, if applicable to you, PCI Secure Software Standard and the PCI Secure Software Lifecycle (Secure SLC) Standard (collectively, the "PCI Standards").
- (b) You will promptly provide us with documentation demonstrating your compliance with the PCI Standards upon our request. If you elect to store, hold and maintain "Account Data", as defined by the PCI Standards (including card account number or expiration date), you further agree that you will either maintain a PCI-compliant system or use a compliant service provider to store or transmit such Account Data; further, you agree to never store any "Sensitive Authentication Data", as defined by the PCI Standards (including CVC or CVV2), data at any time.
- (c) For the purpose of PCI compliance, you explicitly authorise us to store or transmit your and your customers' Account Data on your behalf. The above authorisation will remain in full force and effect until your PayCore.io Account is closed or terminated.

PayCore.io Beta Service Participation Terms

- 4. This clause 4 describes the additional terms and conditions under which you may access and use certain features, technologies and services made available to you by PayCore.io that are not yet generally available, including, but not limited to, any products, services, or features labelled "beta", "preview", "pre-release", or "experimental" (each, a "Beta Service") or access and use Service Offerings available in geographic locations that are not generally available.
 - 4.1. **Generally.** During the term of the applicable Beta Service you may: (a) access and use the Beta Service or Service Offerings solely for internal evaluation purposes; and (b) install, copy, and use any related PayCore.io Content that may be provided to you by PayCore.io in connection with the Beta Service or Service Offerings ("Beta Materials") solely as necessary to access and use the Beta Service or Service Offerings in the manner permitted by this clause 4.
 - 4.2. **Access and use.** You agree not to allow access to or use of any Beta Service or Beta Materials by any third party other than your employees and contractors who (i) have a need to use or access the Beta Service or Beta Materials in connection with your internal evaluation activities, and (ii) have executed written non-disclosure agreements obligating them to protect the confidentiality of non-public information regarding the Beta Service and Beta Materials.
 - 4.3. **Compliance.** You must comply with all policies and guidelines related to any Beta Service as posted on the Website or otherwise made available to you, including the Privacy Policy, Acceptable Use Policy, these Service Terms, and any additional terms and conditions for a specific Beta Service. PayCore.io may add or modify restrictions, including lowering or raising any usage limits, related to access to or use of any Beta Service or Beta Materials at any time. Service Level Agreements do not apply to Beta Services.
 - 4.4. **Suspension, Performance and Maintenance.** PayCore.io may suspend or terminate your access to or use of any Beta Service at any time and for any reason. PayCore.io may at any time cease providing any or all of any Beta Service in its sole discretion and without notice. Beta Services also may be unavailable and/or their performance may be negatively affected by scheduled and unscheduled maintenance. PayCore.io will use reasonable efforts to notify

you in advance of scheduled maintenance, but PayCore.io is unable to provide advance notice of unscheduled or emergency maintenance.

- 4.5. **Termination.** Each individual Beta Service will automatically terminate upon the release of a generally available version of the applicable Beta Service or upon notice of termination by PayCore.io. Notwithstanding anything to the contrary in the Agreement or these Services Terms, either you or PayCore.io may terminate your participation in a Beta Service at any time for any reason upon notice to the other party. Notwithstanding anything to the contrary in the Agreement, after the conclusion of your participation in a Beta Service for any reason, (a) you will not have any further right to access or use the applicable Beta Service and Beta Materials; (b) your Content used in the applicable Beta Service may be deleted or inaccessible; and (c) you will immediately return or, if instructed by PayCore.io, destroy all Beta Materials or any other PayCore.io Confidential Information related to the applicable Beta Service or Beta Materials. If PayCore.io releases a generally available version of a Beta Service, your access to and use of the generally available version will be subject to the Agreement and any separate clause of these Service Terms as may be specified for that generally available Service Offering. PayCore.io does not guarantee that any Beta Service will ever be made generally available, or that any generally available version will contain the same or similar functionality as the version made available by PayCore.io during the term of the Beta Service.
- 4.6. **Beta Materials and Suggestions.** Beta Materials and Suggestions concerning a Beta Service or any other information about or involving (including the existence of) any Beta Service are considered PayCore.io Confidential Information. You will not disclose (including, but not limited to, in a press release or public statement) any Beta Materials and Suggestions concerning a Beta Service, or any other information about or involving (including the existence of) any Beta Service, except as agreed by PayCore.io in writing.
- 4.7. **ADDITIONAL WARRANTY DISCLAIMERS.** WITHOUT LIMITING ANY DISCLAIMERS IN THE AGREEMENT OR THE SERVICE TERMS, THE BETA SERVICES AND BETA MATERIALS ARE NOT READY FOR GENERAL COMMERCIAL RELEASE AND MAY CONTAIN BUGS, ERRORS, DEFECTS OR HARMFUL COMPONENTS. ACCORDINGLY, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT OR THESE SERVICES TERMS, PAYCORE.IO IS PROVIDING THE BETA SERVICES AND BETA MATERIALS TO YOU "AS IS." PAYCORE.IO AND ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE BETA SERVICES AND BETA MATERIALS, INCLUDING ANY WARRANTY THAT THE BETA SERVICES AND BETA MATERIALS WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, AWS AND ITS AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. PAYCORE.IO' AND ITS AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY FOR ANY BETA SERVICES WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE BETA SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.
- 4.8. **Violations of Use.** Because the Beta Services and Materials involve features, technologies and services that are not yet generally available, you acknowledge that any violation of this clause 4 could cause irreparable harm to PayCore.io for which monetary damages may be difficult to ascertain or an inadequate remedy. You, therefore, agree that PayCore.io will

have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this clause 4.

PayCore.io Subscription Terms

5. The terms in this clause 5 apply to all tiers of PayCore.io Cloud and PayCore.io Cloud Dedicated subscription types (as defined below).

5.1. Term and Renewal.

- (a) Your initial subscription period will be specified in your Order, and, unless otherwise specified in your Order, your subscription will automatically renew for the shorter of the subscription period, or one year. To prevent renewal of the subscription, the required notice must be provided within the timeframe as specified in clause 5.8. below.
- (b) The renewal pricing set forth in your Order will apply, subject to adjustment as specified in clause 3.20. above. If renewal pricing is not included in your Order, then our standard pricing available in our Product and Services Catalogue on the date of renewal will apply.

5.2. No Early Termination; No Refunds. The Subscription Term will end on the expiration date and the subscription cannot be cancelled early. We do not provide refunds if you decide to stop using any type of PayCore.io subscription during your Subscription Term.

5.3. Subscription Types. We offer two main types of subscriptions: (1) Full-Service Subscriptions and (2) Limited-Service Subscriptions. There are different terms that apply depending on the subscription you purchase, and we cover those differences in this clause. Unless otherwise agreed to in an Order, the following subscription types apply to the products specified:

- (a) Full-Service Subscriptions: Institution tier of PayCore.io Cloud and PayCore.io Dedicated.
- (b) Limited-Service Subscriptions: Basic, Professional and Enterprise tiers of PayCore.io Cloud subscription.

5.4. Limits.

- (a) The limits that apply to you will be specified in your Order Form, the Agreement or in our Product and Services Catalogue.
- (b) For our Full-Service Subscriptions, if we make modifications to the limits set forth in the Product and Services Catalogue that would negatively impact you, these modifications will not apply to you until the start of your next renewal Subscription Term. On renewal, the current product usage limits in our Product and Services Catalogue will apply to your subscription, unless you and we otherwise agree.
- (c) For our Limited-Service Subscriptions, we may change the limits that apply to you at any time in our sole discretion.

5.5. Downgrades. For our Full-Service Subscriptions, you may not downgrade your subscription type and in order to avoid additional charges, you should purchase the appropriate tier of subscription type for your anticipated needs. For our Limited-Service Subscriptions, you may downgrade your type of subscription at the start of your next renewal Subscription Term.

5.6. Modifications. We modify the Service Offerings from time to time, including by adding or deleting features and functions, in an effort to improve your experience.

- (a) For our Full-Service Subscriptions, we will not make changes to the Service Offerings that materially reduce the functionality provided to you during the Subscription Term.
- (b) For our Limited-Service Subscriptions, we may make changes that materially reduce the functionality provided to you during the Subscription Term.

5.7. Customer Support. If you subscribed to the Professional, Enterprise, Institution tiers of PayCore.io Cloud or PayCore.io Cloud Dedicated, phone, email and in-app support is included at no additional cost. Phone support for these subscription types is available from

8am Monday to 6pm Friday GMT (Greenwich Mean Time), with reduced hours during holidays in the Netherlands and the UK. We accept email and in-app support questions 24 Hours per Day x 7 Days per Week. Email and in-app questions can be submitted through the help widget in the upper right-hand corner of the Dashboard or by following the link at <https://support.paycore.io>. Email and in-app responses are provided during phone support hours only. We attempt to respond to email and in-app support questions within one business day; in practice, our responses are generally even faster. We do not promise or guarantee any specific response time. We may limit or deny your access to support if we determine, in our reasonable discretion, that you are acting, or have acted, in a way that results or has resulted in misuse of support or abuse of PayCore.io representatives. Issues resulting from your use of API's or your modifications to code in the Service Offerings may be outside the scope of support. We will only provide support for the PSP Extensions which are listed with status "Ready" in the "Providers Hub" Service in the Dashboard as being supported by PayCore.io.

5.8. Notice of Non-Renewal.

- (a) Your subscription will automatically renew according to clause 5.1. above.
- (b) Unless otherwise specified in your Order, to prevent renewal of a Full-Service Subscription, you or we must give written notice of non-renewal and this written notice must be received no less than ten (10) days in advance of the end of the Subscription Term.
- (c) Unless otherwise specified in your Order, to prevent renewal of a Limited-Service Subscription, you or we must give written notice of non-renewal and this written notice must be received before the next renewal period begins.
- (d) If you decide not to renew, you may send this non-renewal notice to us by indicating that you do not want to renew by turning auto-renew off by accessing the billing details information in the Dashboard.

- 5.9. Retrieval of Your Content.** As long as you have paid all fees owed to us, if you make a written request within thirty (30) days after PayCore.io Account termination or expiration of Subscription Term, we will provide you with temporary access, with the limitations as described in the PayCore.io Service Disclosures, to the Service Offerings to retrieve, or we will provide you with copies of, all Your Content, with the limitations as described in the PayCore.io Service Disclosures, then in our possession or control. If we provide you with temporary access to the PayCore.io Account, we may charge a re-activation fee. We may withhold access to Your Content until you pay any fees owed to us. Thirty (30) days after PayCore.io Account termination or expiration of Subscription Term, we will have no obligation to maintain or provide you the Your Content and may, unless legally prohibited, delete all Your Content in our systems or otherwise in our control.

PayCore.io Technology

6. The terms in this clause 6 describe your use of the APIs, GUIs and the Services.

6.1. APIs, GUIs and the Dashboard.

- (a) PayCore.io has developed and provides access to the APIs that may be used to access the Services. You may use the APIs solely as described in the Documentation or use the Services on the Website, and through the applications provided by us to use with your PayCore.io Account.
- (b) You may manage your PayCore.io Account, connect with payment service providers, acquirers or any other service providers, and enable additional features through the

Dashboard. PayCore.io will use the Dashboard to provide you with information about your PayCore.io Account.

- (c) You may use the APIs to utilise the Services on your website or inside your mobile application. You may not use the APIs for any purpose, function, or feature not described in the Documentation or otherwise communicated to you by us. Due to the nature of the Services, we will update the API and Documentation from time to time, and may add and remove functionality. We will provide you notice if we change, deprecate, or remove functionality the APIs so that you may continue using the Services with minimal interruption.
- (d) You can generate both publishable and secret API keys for live and test transactions available through the Dashboard. Publishable keys identify transactions with your customers, and the secret keys permit any API call to your PayCore.io Account. You are responsible for securing your secret keys — do not publish or share them with any unauthorised persons. Failure to secure your secret keys will increase the likelihood of fraud on your PayCore.io Account and potential losses to you or your customers. You should contact us immediately if you become aware of any unauthorized use of your secret key or any other breach of security regarding the Services. We provide more details on the proper use of publishable and secret API keys on the Website.
- (e) The GUIs and APIs may be updated by us from time to time. Those updates may either add some new feature, or change in an existing feature, or both.

6.2. **Access to APIs.** Access to the APIs can be only granted from the IP addresses those are listed in the whitelist specified by you for every API key. If you do not specify the IP address(es), then the access to the Services API endpoints can be granted from any IP address with the known API key. We strongly recommend as a security measure to limit the access to the Services by specifying the IP address(es) of you for every API key used to penetrate the Services in the applicable Dashboard.

6.3. **Dedicated Hosts.**

- (a) You may request that PayCore.io provide the Services to you on host hardware physically dedicated to a single customer account (each, a “Dedicated Host”), using the process set forth on the Website.
- (b) PayCore.io Dedicated is as subject to the pricing and payment terms (“PayCore.io Dedicated Pricing”) set forth on the Website. We may change PayCore.io Dedicated Pricing at any time, but price changes will not apply to previously designated PayCore.io Dedicated Host, except as described in this clause 6.3. We may terminate PayCore.io Dedicated Pricing program at any time.
- (c) PayCore.io Dedicated Host is non-transferable. PayCore.io Dedicated is noncancelable and you will owe the PayCore.io Dedicated Host Pricing for the duration of the term you selected, even if the Agreement is terminated. All amounts paid in connection with the PayCore.io Dedicated are non-refundable, except that if we terminate the Agreement other than for cause, terminate an individual PayCore.io Dedicated, or terminate the PayCore.io Dedicated Pricing program, we will refund you a pro rata portion of any up-front fee paid in connection with any previously designated PayCore.io Dedicated.
- (d) Upon expiration or termination of the term of a PayCore.io Dedicated, the PayCore.io Dedicated Pricing will expire, and standard PayCore.io Account prices will apply to the Dedicated Host. In addition to being subject to PayCore.io Dedicated Pricing, PayCore.io Dedicated Host is subject to all data transfer and other fees applicable under the Agreement.
- (e) The Dedicated Host may only be physically hosted in the following countries: Australia, Brazil, Canada, France, Germany, India, Ireland, Japan, Singapore, South Korea, Sweden, the UK and the U.S.

Definitions and interpretation

7. In these Service Terms, the following definitions are used:

Definition	Interpretation
"API"	means an application program interface.
"Billing Page"	means the description and pricing available for your PayCore.io Account's Service Offerings, which we may modify from time to time.
"Billing Period"	means the twenty-eight (28) to thirty-one (31) day period from which usage of the Services is calculated. The Billing Period commences each period on the PayCore.io Account's Billing Date, as such term is defined herein, and ends each period on the day prior to PayCore.io Account's Billing Date. For example, if PayCore.io Account's Billing Date is November 1, the Billing Period would be November 1 through November 31, and PayCore.io Account's Billing Date would be the 1st day of each subsequent month.
"Content"	means software (including machine images), data, text, audio, video or images.
"Dashboard"	means a graphical user interface accessible at https://dashboard.paycore.io (and any successor or related locations designated by us) as it may be updated by us from time to time, and any other graphical user interface provided by us to use with your PayCore.io Account.
"Electronic Communications"	means any individual or entity that directly or indirectly through another user: (i) accesses or uses Your Content; or (ii) otherwise accesses or uses the Service Offerings under your PayCore.io Account. The term "End User" does not include individuals or entities when they are accessing or using the Services or any Content under their own PayCore.io Account, rather than under your account.
"End User"	means any individual or entity that directly or indirectly through another user: (i) accesses or uses Your Content; or (ii) otherwise accesses or uses the Service Offerings under your PayCore.io Account. The term "End User" does not include individuals or entities when they are accessing or using the Services or any Content under their own PayCore.io Account, rather than under your account.
"EU"	means the European Union.
"GUI"	means a graphical user interface.
"Infrastructure Fee"	means a monthly fee charged by us for the maintenance, development, expansion and upgrade associated with the provision of the PayCore.io Account by applicable subscription type and tier (if any).
"Internet"	means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.
"Internet Protocol"	means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.
"IP Address"	means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.
"Netherlands"	means the Kingdom of the Netherlands.
"Order" or "Order Form"	means the PayCore.io-approved form or online subscription process by which you agree to subscribe to the Services and purchase Professional

	Services. Most Orders are completed through our online payment process. The Order may be referred to as a "Statement of Work" if you are purchasing only Professional Services.
"PayCore.io Account"	means a unique PayCore.io account provided solely to you for purposes of using the Services.
"Product and Services Catalogue"	means PayCore.io's Product and Services Catalogue available at https://paycore.io/legal/product-and-services-catalogue , as updated by us from time-to-time.
"Professional Services"	means the professional services provided to you by us, which may include consulting, customisation, training, installation, integration, software development or other professional services.
"PSP Extension"	means the software module developed by PayCore.io for the communication with a remote application of a Payment Service Provider, acquirer or any other kind of payment institution for payment transaction initiation, reconciliation and payment status notification, and other supported services by the Payment Service Provider.
"Security Lists of Parties of Concern"	means the lists located at http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern .
"Service"	means each of the services made available by us or our affiliates, including those services described in the Service Terms. Services do not include Third-Party Content.
"Service Credit"	means any agreed remedy for failure to meet a service level as credited to the Customer following PayCore.io's claim approval.
"Service Fees"	means the infrastructure fee and any other fees or charges specified in your Order Form those are payable by you to the applicable PayCore.io Contracting Party for the supply of any Services.
"Service Level Agreement"	means all service level agreements that we offer with respect to the Services and post on the Website, as they may be updated by us from time to time. The service level agreements we offer with respect to the Services are located at https://paycore.io/slas (and any successor or related locations designated by PayCore.io), as may be updated by PayCore.io from time to time.
"Service Offerings"	means the Services (including associated APIs), the PayCore.io Content, the PayCore.io Marks, and any other product or service provided by us under the Agreement. Service Offerings do not include Third-Party Content.
"Service Terms"	means the rights and restrictions for particular Services located at https://paycore.io/service-terms (and any successor or related locations designated by us), as may be updated by us from time to time.
"Subscription Term"	means the initial term of your subscription to the applicable subscription type and tier (if any), as specified on your Order Form(s), and each subsequent renewal term (if any).
"Suggestions"	means all suggested improvements to the Service Offerings that you provide to us.
"U.S."	means the United States of America.
"UK"	means the United Kingdom of Great Britain and Northern Ireland.
"Usage Charges"	means the Charges for the Service Offerings that are calculated by multiplying the volume of units that you used or incurred in a period (e.g.

	number of successful transaction processed using the PayCore.io Payment Gateway, or the number of commerce accounts the PayCore.io Commerce Service was used for) with the relevant fee as set out in any applicable Order.
"Website", "Web site" or "Site"	the Website that you were browsing when you clicked on a link to these Service Terms, as may be updated by us from time to time, including all subsidiary pages, https://paycore.io , and any sub-domains of this site (and any successor or related site designated by us) unless expressly excluded by their own terms and conditions.
"You", "your" or "Customer"	means the person or entity using the Service Offerings or receiving the Professional Services and identified in the applicable account record, billing statement, online subscription process, or Order Form as the customer.
"Your Content"	means Content that you or any End User transfers to us for processing, storage or hosting by the Services in connection with your PayCore.io account. Your Content does not include Account Information.