VESTA MERCHANT SERVICES LIMITED TERMS OF SERVICE

This Terms of Service and the Order Form, schedules, policies and documents incorporated herein (this "Agreement") is entered into by and between Vesta Merchant Services, and the entity or individual who enters into this Agreement ("Customer"), and is made effective as of the Effective Date.

This Agreement sets out the terms and conditions under which Customer may utilise the Services. The provision of the Services is in part governed by the Payment Services Regulations 2017 (**PSR 2017**) and Payment Services and Payment Accounts (Contract Termination) Regulations 2025 (**PSPAR 2025**), by entering into this Agreement the Customer (save where they are a consumer, a micro-enterprise or charity - in respect of which separate Consumer & Charity terms will apply) agrees with Vesta Merchant Services to contract out of the provisions of Regulations 48 to 54 of the PSR 2017, in accordance with the right to contract out set out in Regulation 40 (7) PSR 2017.

Where the relevant Acquirer in respect of the Customer is DNAP, the Customer agrees that the DNAP Agreement forms part of the Agreement.

Where the relevant Acquirer in respect of the Customer is WorldPay, the Customer agrees that to the extent required, the WorldPay Tripartite Agreement forms part of the Agreement.

This Agreement is provided to Customer in English. Vesta Merchant Services recommends that Customer download or print a copy of this Agreement for its records, which is available, as amended from time to time, on the Vesta Merchant Services website: https://www.vestamerchantservices.com/vms_payment_services_agreement.pdf

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in this Agreement:

Acceptable Use Guidelines: the guidelines set out in Schedule 2 of this Agreement and as may be updated and made available to Customers from time to time in accordance with the terms of this Agreement;

Acquirer: the financial institution that provides Acquiring Services to the Customer;

Acquiring Services: the services provided by the Acquirer to enable the Customer to accept Transactions, in accordance with the Network Rules, made by any applicable payment method;

Bank Account: the bank account that the Customer specifies to receive its Payout Amounts;

Business Day: Monday, Tuesday, Wednesday, Thursday and Friday but not a Bank or Public Holiday;

Card: an account, or evidence of an account, authorised and established between a Customer and a Network, or representatives or members of a Network that Customer accepts from Customers as payment for a good or service. Cards include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorised account or access numbers, paper certificates and credit account;

Card Scheme: a scheme governing the issue and use of Cards from time to time;

Cardholder: the person or entity to whom a Card is issued or who is otherwise authorised to use a Card;

Capture: Worldpay's transmission of a payment instruction in relation to a Transaction to a Card Scheme for onward transmission to a Card Issuer to enable the earmarking of funds by a Card Issuer in a Cardholder's account for Settlement;

Chargeback: a challenge to a payment that a Customer Cardholder files directly with his or her credit card issuer or company resulting in cancellation of a Transaction in respect of which the Customer has been paid or was due to be paid;

Customer: the person, firm or company including its officers, employees and agents who purchases the Services from Vesta Merchant Services as agreed from time to time;

Customer Equipment: any equipment, hardware, computer, systems, cabling or facilities provided by the Customer and used directly or indirectly in the supply of the Services;

Customer Information: data and any other materials (in whatever form) published or otherwise made available (directly or indirectly) by the Customer or on behalf of the Customer by using the Services or relating to the Services. Customer Information may include information about the Customer itself (including individual employees or representatives), or permitted users or clients of the Customer (or prospective clients) that may include personal data subject to laws or regulations;

Data Protection Laws: all applicable worldwide legislation relating to data protection and privacy which applies to the respective Party in the role of Processing of Personal Data under the Agreement; in each case as amended, repealed, consolidated or replaced from time to time;

DNAP: DNA Payments Limited, a company duly incorporated under the law of England and Wales, registration No 11154668, whose registered office is at 123 Buckingham Palace Road, London, England, SW1W 9SH and authorised as a payment institution

for the provision of certain payment services by the Financial Conduct Authority (with firm reference number 806630);

DNAP Agreement: the payment processing agreement entered into between Vesta Merchant Services, DNAP and the Customer available at - https://vestamerchantservices.com/Triparty-Merchant-Services-Agreement-DNA-Payments-V220727.pdf

Document: includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;

Effective Date: the effective date stated upon the Order Form or if no effective date is stated on the Order Form, the date of Vesta Merchant Services' signature upon the Order Form following signature by the Customer, or the commencement of provision of Services if earlier, which for the avoidance of doubt shall not be earlier than the date on which the Customer is approved by the Acquirer;

Fees: all fees for provision of the Services and charges associated with provision of the Services set out in the Order Form and this Agreement and which may be varied from time to time in accordance with the terms of this Agreement;

Intellectual Property Rights ("IPR"): all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, know how, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Law: all laws and regulations in force and applicable to a Party in respect of its rights and obligations under this Agreement, or to any Transaction, including any order of a court of competent jurisdiction and the rules or directions of any Regulatory Authority;

Merchant Operating Instructions: any instructions, guidance or manuals made available by Worldpay including at http://www.worldpay.com/support/ and http://info.worldpay.com/legaldocs, that include information and requirements relating to the Network Rules and the Services, as amended from time to time;

MPTV: the maximum permitted transaction volume as applies to Customer as specified in the Order Form.

Network: Visa, MasterCard, Discover, American Express, Diners Club card, JCB, UPI, any debit network, and any comparable bodies that provide Cards, and regulate Card acceptance;

Network Rules: the collective set of by-laws, rules, regulations, operating regulations, procedures and/or waivers issued by the Network, as may be amended or supplemented over time, and with which the Customer must comply;

Order Form: means the Order Form (which may be an electronic version), which the Customer has signed most recently, which may have been amended by Vesta Merchant Services from time to time in accordance with the Agreement;

Party(ies): Vesta Merchant Services Limited and the Customer as named in this document;

Payment Frequency: a daily or weekly basis, as specified by the Customer in the Order Form;

Payout Amount: any amount due and recorded by the acquiring bank as a Transaction (less the sum of all Refund Transactions, Chargebacks, Reversals and any applicable charges or fees);

PCI: the Payment Card Industry;

PCI: DSS: the Payment Card Industry Data Security Standard, the security standards for transmitting, processing or storing cardholder data and sensitive authentication data, as updated from time to time and published by the PCI Security Standards Council at https://www.pcisecuritystandards.org;

Personal Data: any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier

Pinpad Installation Manual: the installation manual provided to the Customer by the supplier of any card payment device;

Processing: any operation which is performed upon Personal Data, whether or not by automatic means, and "Process" will be construed accordingly;

Refund Transaction: any full or partial reversal of a particular Transaction, whereby the funds are reimbursed to a Customer Cardholder on the initiative or request of the Customer or as required by law;

Regulatory Authority: any governmental, regulatory authority or law enforcement department, agency, commission, board, tribunal, crown corporation or other law, rule or regulation making entity (including any stock exchange or central bank) that any of the Parties submit to or are subject to the jurisdiction of in respect of this Agreement, and any successor or replacement of any of the foregoing;

Reserve: an amount that Vesta Merchant Services holds in order to protect against the risk of Reversals, Chargebacks, or any other risk, exposure and/or liability related to the Customer's use of the Services pursuant to section 3 of this Agreement;

Reversal: any payment that Vesta Merchant Services may in exceptional cases have to reverse to a Customer Cardholder because the payment: (a) violates the Acceptable Use Guidelines, or which Vesta Merchant Services reasonably suspect of violating the Acceptable Use Guidelines; and/or (b) has been categorized by Vesta Merchant Services's risk models as involving a as a risky payment required to be reversed to mitigate the risk associated with the payment. The term "Reversed" shall be construed accordingly;

Services: the payment processing services (however for the avoidance of doubt excluding Acquiring Services) and gateway services to be provided by Vesta Merchant Services under the Agreement, including services that provide Customers with the ability to accept credit and debit card payments on a website, mobile application, EoS system or card payment device;

Transaction: any proceeds from settled card transactions initiated by the Customer received by Vesta Merchant Services from the Acquirer. A Transaction shall be deemed to be complete when Vesta Merchant Services has control of the funds related to the applicable transaction.

Vesta Merchant Services: Vesta Merchant Services Limited, a company incorporated in England and Wales (registered number 0710815) whose registered office is at Stables 1, Howbery Park,Wallingford, Oxfordshire, OX10 8BA. Vesta Merchant Services are authorised as an authorised payment institution by the FCA under FCA firm reference number: 784165,

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

Worldpay: means each of WORLDPAY (UK) LIMITED (Company No. 07316500), WORLDPAY LIMITED (Company No. 03424752) and WORLDPAY AP LTD (Company No. 05593466) all of which are incorporated under the laws of England and Wales and all of whose registered offices are at The Walbrook Building, 25 Walbrook, London EC4N 8AF (together "Worldpay");

Worldpay Tripartite Agreement: is the triparty agreement found at:

https://vestamerchantservices.com/worldpay_triparty_agreement.pdf

Headings in these conditions shall not affect the interpretation.

A **person** includes a natural person, corporate or unincorporated body.

A reference to **writing** or **written** includes faxes and surface mail but not email.

Any obligation in the Agreement on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

References to conditions, schedules and appendices are to the conditions, schedules and appendices of the Agreement.

2. SERVICES

2.1 The payment processing services offered by Vesta Merchant Services include services that provide Customers with the ability to accept credit and debit card payments on a website, mobile application, EpoS system or card payment device.

2.2 The gateway services offered by Vesta Merchant Services include services that provide Customers with the software and connectivity required to allow real-time secure data transmission for processing of credit card and debit card payments and certain other available payment methods on a website, mobile application, EpoS system or card payment device.

2.3 Schedule 1 includes a description of the main characteristics of the Services.

3. VESTA MERCHANT SERVICES'S RIGHTS AND OBLIGATIONS

3.1 Subject to payment of the Fees and the Customer complying with its obligations under this Agreement, Vesta Merchant Services shall use reasonable endeavours to provide the Services to Customer, in accordance, in all material respects, with this Agreement.

3.2 When the Customer applies to become a Vesta Merchant Services customer, Vesta Merchant Services shall collect information about the Customer and its business, and confirm the Customer's identity to satisfy Vesta Merchant Services's anti-money laundering requirements and other regulatory obligations (referred to as "know your customer" requirements). By completing an application to become a Vesta Merchant Services customer, the Customer authorises Vesta Merchant Services to obtain financial and credit information (including from third parties) relating to the Customer, its directors, officers and principals. Vesta Merchant Services uses this information (and other information available to Vesta Merchant Services) to evaluate the Customer, its directors, officers and principals against Vesta Merchant Services's evaluation criteria. Vesta Merchant Services reserves the right to terminate this Agreement with immediate notice to the Customer at any time before the "know your customer" process is completed or if it is not completed satisfactorily. Vesta Merchant Services reserves the right to refuse or rescind any payment to Customer Cardholder if such process does not complete satisfactorily and/or to disburse funds to the Customer after this mandatory process is completed. Vesta Merchant Services has the right to transfer the Customer information provided under this clause 3.2 to the Acquirer, Networks, and all applicable regulators. The Customer agrees to comply with all requests for information from Vesta

Merchant Services and/or the Acquirer and to provide any and all information requested to Vestar Merchant Services and/or the Acquirer.

3.3 If Vesta Merchant Services has reason to believe that there is a higher than normal risk associated with the Customer's Transactions, in particular if Vesta Merchant Services or the Acquirer believes the Customer has breached the terms of this Agreement, Vesta Merchant Services, at its own discretion or in accordance with the Acquirer's instructions, may take various actions to avoid Reversals, Chargebacks, fees, fines, penalties and any other liability. The actions Vesta Merchant Services may take include (to the extent permitted by law) but are not limited to the following:

a) Vesta Merchant Services may, at any time and without liability, at its own discretion or in accordance with the Acquirer's instructions, limit or suspend the Customer's right to use the Services if Vesta Merchant Services believes that the Customer is in breach of its obligations under this Agreement, including without limitation Section 4 "Customer Obligations". If possible, Vesta Merchant Services will give the Customer advance notice of any limitation or suspension, but Vesta Merchant Services may take such actions without advance notice under certain circumstances, including if Vesta Merchant Services believes that the Customer's use of the Services represents a security threat or involves fraud or any other illegal activities;

b) Refuse any Transaction at any time, provided that, upon request and where possible, Vesta Merchant Services will provide the reasons for the refusal and steps for resolution of the problem;

c) Reverse any Transaction (including, if appropriate, to the sender's credit card), that violates, or Vesta Merchant Services reasonably suspects may violate, this Agreement, including but not limited to the Acceptable Use Guidelines or Section 4;

d) Hold the Customer's funds or suspend/ limit the Customer's account, to the extent and for so long as reasonably needed to protect against the risk of liability or as required to mitigate any regulatory risk in relation to the Customer's Transactions.

3.4 Vesta Merchant Services, in its sole reasonably exercised discretion, may from time to time as a condition for providing the Services require the Customer provide to Vesta Merchant Services, such sum in the form of a deposit as Vesta Merchant Services in its sole discretion considers a reasonable level of financial Reserve. If Vesta Merchant Services requires a Reserve, it will to the extent it is permitted provide the Customer with a notice specifying the reason for, intended value and intended duration of the provision of the Reserve. The terms may require (a) that the Reserve is held for a certain period of time, but not for a greater period than the maximum time period of risk of Chargeback or Reversal following a Termination of this Agreement; or (b) such other restrictions that Vesta Merchant Services determines are necessary to protect against the risk to Vesta Merchant Services associated with the business relationship between Vesta Merchant Services and the Customer. Other restrictions described in (b) above may include: utilising the Reserve to meet shortfalls in funds held to meet Refund Transactions or Charges, changing the speed or method of payouts to the Customer, setting off any amounts owed by the Customer against the Reserve and/or requiring that the Customer, or a person associated with the Customer, enter into other forms of security arrangements with Vesta Merchant Services (for example, by providing a guarantee or requiring the Customer to deposit further funds with Vesta Merchant Services as security for the Customer's obligations to Vesta Merchant Services or third parties). The Customer also agrees to undertake, at its own expense, any further action (including, without limitation, executing any necessary documents and registering any form of document reasonably required by Vesta Merchant Services to allow Vesta Merchant Services to perfect any form of security interest or otherwise) required to establish a Reserve or other form of security in a manner reasonably determined by Vesta Merchant Services.

3.5 Vesta Merchant Services may hold a Reserve as long as it deems necessary, in its sole discretion, to mitigate any risks related to the Customer's Transactions. The Customer agrees that it will remain liable for all obligations related to its Transactions even after the release of any Reserve. In addition, Vesta Merchant Services may require the Customer to keep its Bank Account available for any open settlements, Chargebacks and other adjustments. The Customer is obliged to keep Vesta Merchant Services informed of any change in Bank Account and to provide all relevant information as may be required to facilitate obligations under this Agreement.

3.6 To secure the Customer's performance of this Agreement, the Customer grants to Vesta Merchant Services a legal claim to any funds held including in respect of any Reserve. This is known in legal terms as a "lien" and "security interest".

3.7 Vesta Merchant Services shall be entitled to suspend the Services (or any part thereof) at any time with immediate effect:

a) for operational reasons such as repair, maintenance, improvement provided that Vesta Merchant Services shall endeavour to give the Customer as much as notice as is reasonably possible before doing so and shall restore the Service as soon as reasonably practicable following any such suspension;

b) where Vesta Merchant Services reasonably believes that the continued provision of the Services represents a threat or potential threat to the operation, security or functionality of any or all of the following (or any part thereof):

c) where the integrity of the Vesta Merchant Services's computer server hardware may be at risk of compromise;

d) where the Customer's Equipment may prove a risk to operation or security of the Services or Vesta Merchant Services's wider operations or regulatory obligations;

e) where the system or operation of any third party may prove a risk to operation or security of the Services or Vesta Merchant Services's wider operations or regulatory obligations;

f) where Vesta Merchant Services reasonably believes that the continued provision of the Services represents a risk of noncompliance with PCI: DSS or a cybersecurity threat;

g) where the Customer fails to provide an appropriate Reserve within 14 days of request by Vesta Merchant Services;

h) where Vesta Merchant Services identifies or reasonably suspects any out of character traffic profile attributable or connected to the utilisation of the Services by the Customer (by way of example but not limited to activity beyond any MPTV). Vesta Merchant Services will promptly contact the Customer to advise if the MPTV is exceeded, ahead of suspending the service for activity beyond the agreed MPTV. For the avoidance of doubt, the right to suspend is intended to protect the Service from risks such as DdoS and fraudulent activity; or

i) if applicable, the Customer does not sign a Worldpay Tripartite Agreement when required to do so in accordance with the Scheme Rules.

3.8 Vesta Merchant Services shall have the right to vary at any time the Services supplied to the Customer pursuant to the Agreement in order to comply with any law, regulation, industry standard (including without limitation any PCI standard or best practice) in any relevant jurisdiction and Vesta Merchant Services shall endeavour to provide the Customer with reasonable notice prior to doing so.

3.9 Vesta Merchant Services shall be entitled to change the technical specification of the Services for purely operational reasons if any change to technical specification will not materially reduce the performance of the Services.

3.10 Vesta Merchant Services shall provide the Services with reasonable care and skill in accordance with industry standards and Payment Card Industry standards from time to time including in particular the PCIDSS.

3.11 Vesta Merchant Services shall have the right, at any time, and for any reason whatsoever to decline to allow any prospective third party customer, e.g. a customer of the Customer who may wish to use the Customer as a payments bureau, to utilise the Services or any part thereof. In such an instance, the Customer may apply to Vesta Merchant Services to become a reseller of the Services.

3.11 The Services shall not include training of personnel utilised by the Customer.

4. CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

(a) co-operate fully with Vesta Merchant Services in all matters relating to the Services;

(b) provide to Vesta Merchant Services, in a timely manner, such Customer Information and other information as Vesta Merchant Services may reasonably require to ensure the safe and compliant provision of the service and to meet regulatory obligations;

(c) if applicable, be responsible (at its own cost) for providing the telecommunications services and correctly configured Customer Equipment that is needed to connect to the Services;

(d) provide details of a systems administrator who, on behalf of the Customer, will be familiar with the Services and available to be contacted by Vesta Merchant Services to provide details of any change to the contact details of the system administrators;

(e) if applicable, be responsible for configuration and management of access to the Services including configuration of network, firewall, DNS, routers and any personal computers as well as any integration of the Service into a website or call centre application;

(f) allow Vesta Merchant Services to incorporate the Customer Information into the Vesta Merchant Services databases solely for the purpose of providing Services, including PCI compliant fraud screening services;

(g) where material compliance issues in the Customer's processes are identified, the Customer shall implement the recommendations given by Vesta Merchant Services or their own appointed PCI QSA in relation to the Services;

(h) use the Services in compliance with the Acceptable Use Guidelines as set forth in Schedule 2 hereto. Customer shall not use the Services in any manner, or in furtherance of any activity, that may violate the Acceptable Use Guidelines or cause Vesta Merchant Services or its affiliates to be subject to investigation, prosecution, or legal action;

(i) when applicable in accordance with the Network Rules, enter into a Worldpay Tripartite Agreement with Vesta Merchant Services and Worldpay which can be found at: [INSERT URL TO A COPY OF THE AGREEMNENT] and upon not less than two (2) months notice in advance, be required to agree and sign any such amendments to the agreed form of Tripartite Agreement as made by Worldpay;

(j) comply with any applicable Laws and the Network Rules;

(k) not circumvent, attempt to circumvent, reverse engineer, duplicate, mimic, use or copy any technology of a proprietary nature, in whole or in part to which it is granted access in the provision of any of the Services;

(l) comply with Data Protection Laws;

(m) not "store" (as such term is used in the PCI DSS standards), at any time: (a) a Card's verification value in the Card's magnetic stripe, on the Card, in or next to its signature panel, or in the Card's magnetic stripe image in a chip application; (b) a PIN verification value in a Card's magnetic stripe; (c) the full contents of any track from a Card's magnetic stripe (on the Card, in a chip or elsewhere); or (d) any other data that any of the Card Schemes mandate from time to time as data that cannot be stored;

Security

(n) be responsible for the security and proper use of all user identities ("User IDs") and passwords in connection with the Services (including changing passwords on a regular basis) and agrees to ensure that User IDs are kept confidential, secure, used properly and not disclosed to any unauthorised person and to inform Vesta Merchant Services immediately if there has been (or is likely to be) a breach of security or misuse of the Service;

(o) promptly change any or all of the passwords used in connection with the Service when requested to do so by Vesta Merchant Services where Vesta Merchant Services reasonably believes that there is or is likely to be a breach of security or misuse of the Services;

(p) promptly inform Vesta Merchant Services if any of the information supplied on or in relation to the online registration and use of User IDs or changes thereto;

(q) comply with data privacy and security requirements under the PCI:DSS with regards to Customer's use, access, and storage of certain credit card non-public personal information ("Cardholder Information");

(r) comply with its obligations under any applicable law or regulation as may be in effect or as may be enacted, adopted or determined regarding the confidentiality, use, and disclosure of Cardholder Information. Vesta Merchant Services may, at its discretion, conduct an on-site audit and review of Customer's data privacy and security procedures upon either (a) five (5) Business Days' notice for any reason or (b) immediately upon any unauthorised access to, use or disclosure of any Cardholder Information;

(s) comply with its obligations under the Pinpad Installation Manual;

Use of the Service

(t) only access (and permit access) to the Services as permitted by the Agreement during the Term and shall not make(or permit) any attempt to circumvent the system security of the Services or those of Vesta Merchant Services at any time. Customer shall not use (or permit others to use) the Services in any manner, or in furtherance of any activity, that may violate the Acceptable Use Guidelines or cause Vesta Merchant Services or its affiliates to be subject to investigation, prosecution, or legal action;

Regulations

(u) comply with all legislation, instructions or guidelines issued by any Network, regulatory authority, relevant licensees and any other codes of practice that apply to the Customer and that relate to the provision of the Customer Information or in any way in relation to the Services (including without limitation any PCI Standards of which Vesta Merchant Services inform the Customer from time to time);

(v) immediately notify and appropriately indemnify Vesta Merchant Services if it becomes aware of any unauthorised use of all or any part of the Services.

Representations and warranties by Customer

4.2 Customer has the full power and authority to execute, deliver and perform this Agreement. This Agreement is valid, binding and enforceable against Customer in accordance with its terms and no provision requiring Customer's performance is in conflict with its obligations under any constitutional document, charter or any other agreement (of whatever form or subject) to which Customer is a party or by which it is bound.

4.3 Customer is duly organized, authorised and in good standing under the laws of the state, region or country of its organization and is duly authorised to do business in all other states, regions or countries/regions in which Customer's business make such authorization necessary or required.

4.4 Customer has a permanent establishment and/or business registration in the country referenced as its address which is where the Services are provided.

4.5 Customer pays all relevant taxes as required by Law and the Network Rules relating to the Transactions submitted to Worldpay for processing by the permanent establishment/business registration as the case may be.

5. Liability for Invalidated Payments and other Liabilities

5.1 The Customer must compensate and indemnify Vesta Merchant Services for any claims, losses, expenses or liability Vesta Merchant Services incurs arising from:

a) a transaction or dispute between the Customer and a Cardholder;

b) an invalid transaction, refund transaction, over-payment, Chargeback and any other expenses, collectively “Invalidated Payments”;

c) any error, negligence, willful misconduct or fraud by the Customer or its employees; or

d) any losses suffered by Vesta Merchant Services as a result of the Customer’s failure to comply with its obligations under this Agreement.

5.2 In the event of an Invalidated Payment and other liability, Vesta Merchant Services may deduct the amount of the Invalidated Payment from the Customer’s Payout Amounts.

5.3 If the Customer has a past due amount owed to Vesta Merchant Services under this Agreement, Vesta Merchant Services may subject to providing not less than 7 days notice of intention to do so deduct the amounts owed to Vesta Merchant Services from the Reserve.

6. FEES AND PAYMENT

Fees

6.1 Notwithstanding any other provisions of this Agreement, the Fees applicable and related to the Services are set forth in the Order Form, and may be increased on immediate notice at any time if Network or Acquirer fees or charges increase to the same extent as such Network or acquirer fees or charges increase. Following the first anniversary of the Effective Date, Vesta Merchant Services may increase the Fees upon 30 days’ notice not more than once per Annum by not more than 3% per annum. If following the first anniversary of the Effective Date, Vesta Merchant Services wish to increase the Fees beyond 3% per annum, Vesta Merchant Services may (not more than once per annum) provide not less than 90 days’ written notice of increase in Fees, however in such circumstance, the Customer shall have the right to decide to terminate this Agreement upon not less than 30 days’ written notice provided prior to the expiry of the 90 day’s written notice provided by Vesta Merchant Services.

6.2 In exchange for Vesta Merchant Services providing the Customer with the Services, the Customer agrees to pay Vesta Merchant Services the Fees shown in the Order Form as varied from time to time pursuant to section 6.1 above. All applicable Fees are due and payable immediately prior to or upon settlement of the applicable Payout Amount and the Customer agrees that Vesta Merchant Services may deduct its applicable Fees from each Payout Amount.

6.3 Interest on all amounts due by the Customer, but not yet paid to Vesta Merchant Services, shall accrue at a rate of 1.0% per month ("Late Fee"). In the event of a dispute made in good faith as to the amount of fees, Customer agrees to remit payment of any undisputed amount(s); and, the Late Fee shall not accrue as to any disputed amounts unless not paid within thirty (30) calendar days after said dispute has been resolved.

Currency Conversion

6.4 If a transaction of the Customer involves a currency conversion it will be converted at an exchange rate set by Vesta Merchant Services for the relevant currency exchange. The exchange rate is sourced from a sponsoring financial institution which is based on the rates available in the wholesale currency markets or, if required by law or regulation, at the relevant governmental reference rate(s) on the conversion date or the prior Business Day. Where a currency conversion is offered at the point of sale by Customer, not by Vesta Merchant Services, and Customer offers the exchange rate and charges, Vesta Merchant Services has no liability for that currency conversion.

Payment of Fees; Right to Set-Off

6.5 Vesta Merchant Services will on the relevant Payment Frequency, pay to the Customer’s Bank Account the aggregate of all Payout Amounts net of the applicable Fees, Charges and other amounts due to Vesta Merchant Services. If the Payout Amount is not sufficient to cover the applicable Fees, Charges or other amounts due to Vesta Merchant Services on any given Payment Frequency, the Customer agrees that Vesta Merchant Services may debit the Bank Account for the applicable amounts and/or set-off the applicable amounts against future Payouts.

6.6 The Customer acknowledges and agrees that a Transaction may become subject to a Chargeback even after settlement or otherwise be invalidated. In the event of a Chargeback or invalidated payment, the Customer is liable for: the full amount of the original Transaction; and any Chargeback fees according to this Agreement.

Upon Vesta Merchant Services’s request, the Customer agrees to provide Vesta Merchant Services with all necessary bank account, routing and related information and grant Vesta Merchant Services any required permission to debit the applicable amounts from the Bank Account.

Vesta Merchant Services will provide electronic statements and/or invoices as applicable. Printed statements can be requested for subsequent statements by email (an additional fee may be charged by Vesta Merchant Services).

Vesta Merchant Services reserves the right to charge a fee for providing additional information or for providing the transaction history and other information about Vesta Merchant Services fees in a different way.

Vesta Merchant Services will retain any interest earned on Payout Amounts prior payment of Payout Amounts to the Customer's Bank Account on the relevant Payment Frequency.

Taxes

6.11 Unless otherwise stated, all Fees are quoted exclusive of any applicable value added tax (VAT).

6.12 It is the Customer's responsibility to determine what, if any, taxes apply to the payments it makes or receives, and it is its responsibility to collect, report and remit the correct tax to the appropriate tax authority. Vesta Merchant Services is not responsible for determining whether taxes apply to the Customer's transactions, or for collecting, reporting or remitting any taxes arising from any transaction.

Interchange Fees

6.13 Interchange Fees are set by the Networks ("Interchange Fee(s)"). Vesta Merchant Services shall always charge the Customer the Interchange Fee as set by the Networks and as passed on by the Acquirer. For more information on Interchange Fees, please see the Networks' websites.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 This Agreement does not transfer, and is not intended to transfer, the Intellectual Property Rights that any other party owns or any Intellectual Property Rights that are created, acquired or developed during the Term of the Agreement. The Customer shall not acquire any Intellectual Property Rights in the Services.

License Grant

7.2 Vesta Merchant Services grants the Customer a revocable, non-exclusive, non-transferable, royalty-free limited license to use Vesta Merchant Services's software in accordance with the documentation made available by Vesta Merchant Services to such extent as is necessary for the sole purpose of enabling the Customer to make reasonable use of the Services during the Term. This license grant includes the software and all updates, upgrades, new versions and replacement software for the Customer's use in connection with the Services. The Customer may not rent, lease or otherwise transfer its rights in the software to a third party. The Customer must comply with the implementation and use requirements contained in all Vesta Merchant Services documentation accompanying the software. If the Customer does not comply with Vesta Merchant Services's instructions, implementation and use requirements it will be liable for all resulting loss, cost or damages suffered by the Customer, Vesta Merchant Services and third parties. Unless otherwise provided by applicable law, the Customer agrees not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the software. Upon expiration or termination of this Agreement, this license shall automatically terminate simultaneously at the time of such termination.

Trademarks

7.3 Subject to the terms and conditions of this Agreement, Vesta Merchant Services grants the Customer a revocable, non-exclusive, non-transferable license to use Vesta Merchant Services's trademarks to identify the Services (the "Trademarks") during the Term of this Agreement solely in conjunction with the use of the Services. Vesta Merchant Services grants no rights in the Trademarks or in any other trademark, trade name, service mark, business name or goodwill of Vesta Merchant Services except as licensed hereunder or by separate written agreement of the parties. Customer agrees that it will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity of any Trademark or any other trademark, trade name or product designation belonging to or licensed to Vesta Merchant Services (including, without limitation registering or attempting to register any Trademark or any such other trademark, trade name or product designation). Upon expiration or termination of this Agreement, Customer will immediately cease all display, advertising and use of all of the Trademarks including the logos and trademarks of the Network.

Publicity

7.4 Customer hereby grants Vesta Merchant Services permissions to use Customer's name and logo in its marketing materials including, but not limited to use on Vesta Merchant Services's website, in customer listings, in interviews and in press releases.

8. NON-DISCLOSURE AND CONFIDENTIALITY

8.1 The Parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning the Services and the know-how, technology, techniques, or business or marketing plans related thereto (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party. Confidential Information does not include information that: (i) is public knowledge at the time of disclosure by the disclosing party; (ii) becomes public knowledge or known to the receiving party after disclosure by the disclosing party other than by breach of the receiving party's obligations under this section or by breach of a third party's confidentiality obligations; (iii) was known by the receiving party prior to disclosure by the disclosing party other than by breach of a third party's confidentiality obligations; or (iv) is independently developed by the receivingparty.

8.2 As a condition to the receipt of the Confidential Information from the disclosing party, the receiving party shall: (i) not disclose in any manner, directly or indirectly, to any third party any portion of the disclosing party's Confidential Information; (ii) not use the disclosing party's Confidential Information in any fashion except to perform its duties hereunder or with the disclosing party's

express prior written consent; (iii) disclose the disclosing party's Confidential Information, in whole or in part, only to employees, officers, advisers, agents and subcontractors who need to have access thereto for the receiving party's internal business purposes; (iv) take all necessary steps to ensure that its employees, officers, advisers, agents and subcontractors are informed of and comply with the confidentiality restrictions contained in this Agreement; and (v) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure

8.3 The receiving party shall promptly notify the disclosing party of any unauthorised disclosure or use of the Confidential Information. The receiving party shall cooperate and assist the disclosing party in preventing or remedying any such unauthorised use or disclosure.

9. Indemnification, Limitation of Liability, Disclaimer of Warranties

Indemnification

9.1 Customer agrees to defend, indemnify, and hold harmless Vesta Merchant Services, Vesta Merchant Services's affiliates and subsidiaries, and the people who work for Vesta Merchant Services or who are authorised to act on Vesta Merchant Services's behalf from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of (i) the Customer's breach of this Agreement or any other agreement the Customer enters into with Vesta Merchant Services or its suppliers (ii) the Customer's use of the Services (iii) the Customer's acts or omissions and/or (iv) the Customer's breach of any law, regulation, Network Rules or the rights of a third party.

9.2 Limitation of Liability

9.2.1 References to liability in this section 9.2 include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

9.2.2 Neither party may benefit from the limitations and exclusions set out in this section in respect of any liability arising from its deliberate default.

9.2.3 Nothing in this section 9.2 shall limit the Customer's payment obligations under this Agreement.

9.2.4 Nothing in this Agreement shall limit any liability under sections 7, 8 and 9.1 of this Agreement.

9.2.5 Nothing in this Agreement limits any liability that cannot legally be limited, including but not limited to liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; and

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

Subject to section 9.2.2 (*no limitations in respect of deliberate default*), section 9.2.4 (*liability under identified clauses*) and section 9.2.5 (*liabilities which cannot legally be limited*), Vesta Merchant Services' total liability to the Customer in respect of all breaches of duty occurring within any contract year shall not exceed the cap.

(d) In this section 9.2:

(i) cap. The cap is the greater of £30,000 and 100 per cent (100%) of the total charges in the contract year in which the breaches occurred.

(ii) contract year. A contract year means a 12 month period commencing with the Effective Date of this Agreement or any anniversary of it; and

(iii) total charges. The total charges means all sums paid by the Customer and all sums payable under this Agreement in respect of services actually supplied by Vesta Merchant Services, whether or not invoiced to the Customer.

9.2.6 Specific heads of excluded loss and exceptions from them

(a) Subject to section 9.2.2 (*no limitations in respect of deliberate default*), section 9.2.3 (*no limitation of the Customer's payment obligations*), section 9.2.4 (*liability under identified clauses*) and section 9.2.5 (*liabilities which cannot legally be limited*), section 9.2.7(c) identifies the kinds of loss that are not excluded. Subject to that, section 9.2.7(b) excludes specified types of loss.

(b) Types of loss wholly excluded:

(i) Loss of profits.

(ii) Loss of sales or business.

(iii) Loss of Agreements or contracts.

(iv) Loss of anticipated savings.

(v) Loss of use or corruption of software, data or information.

(vi) Loss of or damage to goodwill.

(vii) Indirect or consequential loss.

(c) Types of loss and specific losses not excluded:

(i) Sums paid by the Customer to Vesta Merchant Services pursuant to this Agreement, in respect of any Goods or Services not provided in accordance with this Agreement.

(ii) Wasted expenditure.

(iii) Additional costs of procuring and implementing replacements for, or alternatives to, Services not provided in accordance with this Agreement. Losses incurred by the Customer arising out of or in connection with any third party claim against the Customer which has been caused by the act or omission of Vesta Merchant Services. For these purposes, third party claims shall include but not be limited to demands, fines, penalties, actions, investigations or proceedings, including but not limited to those made or commenced by subcontractors, Vesta Merchant Services's personnel, regulators and customers of the Customer.

Disclaimer of Warranties

9.4 The Services are provided "as is" without any warranty whatsoever and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement. Vesta Merchant Services disclaims all warranties, express, implied, or statutory, to Customer as to any matter whatsoever, including all implied warranties of merchantability, fitness for a particular purpose and non-infringement of third-party rights. No oral or written information or advice given by Vesta Merchant Services or its employees or representatives shall create a warranty or in any way increase the scope of Vesta Merchant Services' obligations.

9.5 During the term of this Agreement, Vesta Merchant Services shall use its commercially reasonable efforts to provide the Services without interruption. However, the parties acknowledge that the Service is a computer network-based service that may be subject to outages and delay occurrences. As such, Vesta Merchant Services does not guarantee continuous or uninterrupted access to the Services. Vesta Merchant Services shall not be liable for any delay in the failure in our provision of the Services under this Agreement. Customer acknowledges that Customer's access to the Vesta Merchant Services website may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. Vesta Merchant Services will make reasonable efforts to ensure that Transactions are processed in a timely manner. Vesta Merchant Services will not be liable in any manner for any interruptions, outages, or other delay occurrences relating to the Services.

10. DATA PROTECTION

10.1 The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency and personal data will be processed by and on behalf of Vesta Merchant Services in connection with the Services.

10.2 Customer warrants to Vesta Merchant Services that all data and entries delivered to Vesta Merchant Services by Customer will (a) be correct in form, (b) contain true and accurate information, (c) be fully authorised by the Cardholder, and (d) be timely under the terms and provisions of this Agreement.

10.3 Schedule 3 details the Data Protection terms agreed between the Parties.

11. TERM AND TERMINATION

11.1 The initial term of this Agreement will commence on the Effective Date and will continue thereafter for the period as set out in the Order Form ("Initial Term") unless terminated earlier by Vesta Merchant Services or Customer in accordance with the terms of this Agreement. This Agreement will automatically renew for additional one (1) year periods (unless separately identified in the Order Form, in which case such other period of the length specified in the applicable Order Form) shall apply (each being a "Renewal Term" and, collectively, with the Initial Term, the "Term") unless either party provides the other party with ninety (90) days written notice prior to the conclusion of the Initial Term or the Renewal Term, as applicable. All terms and conditions hereof shall remain in effect during any Renewal Term, except as the parties otherwise expressly agree in writing.

11.2 Without prejudice to any other rights or remedies that the Parties may have, the Customer may terminate this Agreement without liability to Vesta Merchant Services immediately on giving written notice to Vesta Merchant Services if Vesta Merchant Services commits a material breach of any of the terms of this Agreement and, if such a breach is remediable, fails to remedy that breach within thirty (30) days of Vesta Merchant Services' being notified in writing of the breach.

11.3 Without prejudice to any other rights or remedies that the Parties may have, Vesta Merchant Services may immediately suspend the provision of the Services and/or terminate this Agreement or any part of this Agreement without liability to the Customer immediately on giving written notice to the Customer if:

(a) the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment; or

(b) the Customer commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within fourteen (14) days of the Customer being notified in writing of the breach; or

(c) the Customer cancels any direct debit to Vesta Merchant Services for the purposes of making payment of fees due to Vesta Merchant Services; or

(d) the Customer notifies Vesta Merchant Services that it does not accept any variation in the Fees pursuant to condition 6; or

(e) instructed to do so by the Acquirer or a Network; or

(f) if a tri--party agreement between Vesta Merchant Services, the Customer and the Acquirer, including the DNAP Agreement, is terminated for any reason; or

(g) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

(h) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer; or

(i) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer; or

(j) an application is made to Court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer; or

(k) a floating charge holder over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver; or

(l) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer; or

(m) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

(n) the Customer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

(o) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 10.3(e) to condition 10.2(l) (inclusive); or

(p) there is a change of control of the Customer.

11.4 On termination of the Agreement for any reason:

a) the Customer shall, within fifteen (15) days, pay to Vesta Merchant Services all of Vesta Merchant Services's outstanding fees and interest and, in respect of Services supplied but for which no invoice has been submitted and any portion of the remaining fees for that calendar year and that has not yet been invoiced, Vesta Merchant Services may submit an invoice, which shall be payable within fifteen (15) days of receipt; and

b) the accrued rights and liabilities of the Parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.

11.5. Termination of this Agreement does not automatically terminate DNAP Agreement which shall continue in full force and effect unless terminated in accordance its terms.

12. FORCE MAJEURE

Vesta Merchant Services shall have no liability to the Customer under the Agreement if it is prevented from, or delayed in performing, its obligations under the Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of Vesta Merchant Services or any other party); failure of a utility service, banking or financial system or transport network; failure of or interruption to the internet or any other communication network; act of God and natural disaster; pandemic; war, riot, civil commotion, malicious damage; compliance with any law or governmental order, rule, regulation or direction; accident; breakdown of plant or machinery; fire, flood, or storm.

13. NON-SOLICITATION

13.1 Customer agrees that it shall not, without the prior written consent of Vesta Merchant Services, at any time from the date of the Agreement to the expiry of twelve (12) months after the last date of supply of the Services or termination of the Agreement, solicit or entice away from the other or employ (or attempt to employ) any person who is, or has been, directly engaged as an employee or as a consultant or subcontractor who has worked on Vesta Merchant Services services; provided, however, it shall not be considered a breach of this provision for Customer to hire the employee of Vesta Merchant Services without consent of Vesta Merchant Services during such period if such employee responds to a general solicitation of employment not targeting the employees of Vesta Merchant Services.

14. VARIATION AND SCOPE CHANGE

14.1 Vesta Merchant Services may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements or PCI standard guidance or Network or Acquirer or regulatory requirement, provided that such changes do not materially affect the nature, scope of, or the Fees for the Services, such changes shall not be a change to this Agreement. If Vesta Merchant Services requests a change to the scope of the Services for any other reason, the Customer shall not to the extent it does not affect the terms of this Agreement unreasonably withhold or delay consent to it.

14.2 To be valid, any amendment or waiver of this Agreement must be in writing, or addressed in accordance with sections 3.8, 3.9, 6.1 or this section 14.2 of this Agreement. Any other changes to this Agreement will be offered to the Customer in text-form, e.g. by way of sending the Customer an e-mail, with a minimum of 1 months prior notice before the suggested effective date of such change. The Customer will be deemed to have consented to these changes unless it explicitly dissents in writing before the effective date. In case the Customer does not agree to the changes, it may terminate this Agreement on not less than 14 days' notice without any extra cost at any time before the effective date of the change. For the avoidance of doubt, changes in enhancing the services or required by variation of law shall not be changes to this Agreement.

15. WAIVER

15.1 A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given, but an email suffices as writing for a waiver by Vesta Merchant Services. No failure or delay by a Party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

15.2 Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

16. SEVERANCE

16.1 If any provision of the Agreement (or part of any provision) is found by any Court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement and the validity and enforceability of the other provisions of the Agreement shall not be affected.

16.2 If a provision of the Agreement (or part of any provision) is found illegal, invalid or unenforceable, the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the Parties' original commercial intention.

17. ENTIRE AGREEMENT

17.1 This Agreement, including all schedules, exhibits and attachments thereto, sets forth the entire agreement and understanding of the Parties hereto in respect to the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. This Agreement shall be binding upon and shall inure only to the benefit of the Parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities not parties to this Agreement, any rights or remedies under or by reason of this Agreement.

18. ASSIGNMENT

18.1 The Customer shall not, without the prior written consent of Vesta Merchant Services, assign, transfer, charge, mortgage, subcontract, or deal in any other manner with all or any of its rights or obligations under the Agreement.

18.2 The Customer having rights under the Agreement is acting on its own behalf and not for the benefit of another person.

18.3 Vesta Merchant Services may assign this Agreement in its sole discretion without the written consent of Customer.

19. NO PARTNERSHIP OR AGENCY

The relationship of Vesta Merchant Services and Customer is that of independent contractors. Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the Parties, nor constitute any Party the agent of another Party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way.

20. RIGHTS OF THIRD PARTIES

Save in respect of the rights granted to the Acquirer in this Agreement, a person who is not a Party to the Agreement shall not have any rights under or in connection with it pursuant to the Contract (Rights of Third Parties) Act 1999 but nothing in the Agreement shall affect any right or remedy of a Third Party that exists or is available otherwise than as a result of that Act.

21. NOTICES

21.1 Any notice required to be given under the Agreement shall be in writing and shall be delivered

(a) personally, during a Business Day between 9am and 5pm; and/or

(b) by recorded delivery, commercial courier or other signed-for means; and/or

(c) by email

Addresses and numbers to be used for delivery are as set out on the first page of this Agreement.

21.2 Any notice shall be deemed to have been duly received if delivered personally to a Vesta Merchant Services staff member at the address above but not if simply left to be found; or, if sent by “signed-for” post, at 9.00 am on the second Business Day after posting; or, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

21.3 A notice required to be given under the Agreement shall be validly served if sent by e-mail only if the sender has received a manual reply to that email notice from the intended recipient and it is the sender's responsibility to ascertain that such email notice has been properly received.

22. This condition 21 shall not apply to the service of any documents in any proceedings or other documents in any legal action.

22.1 Customer remains liable under this Agreement in respect to all Fees, charges and other amounts incurred through the use of the Services at any time, irrespective of termination of this Agreement.

22.2 All representations, covenants and warranties shall survive the execution of this Agreement, and the following sections shall survive the termination or expiration of this Agreement and continue in full force and effect:

a) sections 3.3, 3.4 & 3.5;
b) section 6,2, 6.3, 6.5, 6.6, 6.7
c) section 7 (Intellectual Property Rights);
d) section 8 (Non-Disclosure and Confidentiality);
e) section 9 (Indemnification, Limitation of Liability, Disclaimer of Warranties);
f) section 11 (Term and Termination); and
g) section 23 (Governing Law and Jurisdiction).

23. GOVERNING LAW AND JURISDICTION

23.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.

23.2 The Parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1: Payment Services

Part 1 — The Services

Vesta Merchant Services provides Customers with the ability to accept credit and debit card payments on a website, mobile application, electronic point of sale (EPoS) systems card payment device. The Services include the payout of funds to a bank account defined by the Customer Vesta Merchant Services also provides Customers with the software and connectivity required to allow realtime secure data transmission and processing of credit and debit card payments.

How to receive payments

1.1 Getting started.

At the time of the Customer's sign up as an Vesta Merchant Services customer, Vesta Merchant Services needs to collect information about the Customer and its business, and confirm Customer identity in accordance with Vesta Merchant Services's anti- money laundering and other regulatory obligations before the Customer has full access to the Services and disbursement of funds is possible. Vesta Merchant Services will notify the Customer immediately when this mandatory process is completed. Vesta Merchant Services may (to the extent permitted by law) let the Customer create transactions before this process is complete. Any transactions the Customer creates before such time are subject to satisfactory completion of such process and subject to reversal in case the process is not complete within 30 Business Days.

1.2 Receiving payments, Bank Account and Payouts

Any proceeds from settled card transactions initiated by the Customer are intended to be received by Vesta Merchant Services from the sponsoring acquiring bank and settled to your Bank Account or directed to your Bank Account at our request by the sponsoring acquiring bank.

Subject to the terms of this Agreement, Vesta Merchant Services will pay to your Bank Account all amounts due to Customer and recorded by the sponsoring acquiring bank as Transactions, minus any charges including fees, Reversals, Chargebacks, refunds or other amounts that the Customer owes to Vesta Merchant Services under this Agreement. In the event that the amounts owed by the Customer to Vesta Merchant Services exceeds the amounts due to Customer ("Negative Settlement") the Customer agrees that it shall be liable to Vesta Merchant Services for the amount of the Negative Settlement.

Customer acknowledges and agrees that a Transaction may become subject to a Chargeback even after settlement, or be invalidated for any other reason. Any of Customer's Payout Amounts are subject to any such event and the Customer is required to pay to Vesta Merchant Services:

1. the full amount of the original Transaction;
2. any fees and cost incurred by Vesta Merchant Services in this respect; and
3. any Chargeback fees according to this Agreement.

Customer must designate at least one bank account for the deposit and settlement of funds associated with Vesta Merchant Services's processing of the Transactions. Customer's Bank Account must be able to receive the currency received from Vesta Merchant Services.

With prior notice, the Customer can change its Bank Account by way of contacting Vesta Merchant Services's customer service, subject to the Customer providing all supporting documentation requested by Vesta Merchant Services and payment of any change of account fees due to Vesta Merchant Services. Customer authorises Vesta Merchant Services to initiate electronic credit and debit entries and adjustments to the Bank Account and the Customer shall execute any documentation necessary to give effect to such authorization under the applicable legal framework of its Bank Account. Vesta Merchant Services will not be liable for any delays in receipt of funds or errors in the Bank Account entries caused by third parties, including but not limited to delays or errors by the payment brands or the Customer's bank. The Customer is reminded of the risks of bank account related fraud and it is the Customers responsibility provide secure clear and accurate information as to bank details

1.3 Errors

If Vesta Merchant Services are responsible for a processing error, Vesta Merchant Services will rectify the error. If the error resulted in the Customer receiving less money than it was entitled to, Vesta Merchant Services will credit the Customer's Bank Account for the difference. If the error results in the Customer receiving more money than it was entitled to, Vesta Merchant Services may debit the extra funds from the Customer's Payout Amount or Reserve or send the Customer an invoice for payment within not more than 14 days. Notwithstanding any other term of this Agreement, Vesta Merchant Services will not be held liable for the non-rectification of a payment transaction if the Customer has failed to notify Vesta Merchant Services of such an incorrectly executed payment transaction without undue delay on becoming aware of such incorrectly executed payment transaction, or in any event no later than within 13 months after the debit date.

1.4 Execution and cut-off times

If Vesta Merchant Services is managing the Customer's settlement, the Customer agrees that Vesta Merchant Services will make commercially reasonable efforts to settle to the Customer's Bank Account, at the latest, in accordance with the Payment Frequency, subject to any delays arising from statutory bank holidays in the Customer's jurisdiction.

Vesta Merchant Services's obligation to execute payment orders within the time period set out above in this section only applies to payments executed in the currency of Pounds Sterling, Euro or the currency of the EEA State that has not adopted Euro as its currency, and to Bank Accounts within the European Union.

Vesta Merchant Services is under no obligation to execute the Customer's payment order if the Customer does not have sufficient

funds or in any of the cases described in Section 5.1. Vesta Merchant Services reserves the right not to effect a payment made by the Customer until it receives cleared funds.

1.5 Refunds

Vesta Merchant Services may issue refunds in relation to a Transaction ("Refund Transaction"). Unless specifically approved otherwise by Vesta Merchant Services, Refund Transactions encompass the original amount and currency of the Transaction.

1.6 Security of your access, unauthorised transactions

To maintain the security of the Customer's account access, the Customer agrees to:

1. not allow anyone else to have or use the Customer's password details and comply with all reasonable instructions Vesta Merchant Services may issue regarding how the Customer can keep its payment instrument safe;

2. Keep the Customer's personal details up to date. Vesta Merchant Services may be unable to respond to the Customer if it contacts Vesta Merchant Services from an address, telephone number or email account that is not registered with Vesta Merchant Services.

3. Take all reasonable steps to protect the security of the personal electronic device through which Customer accesses the Services (including, without limitation, using pin and/or password protected personally configured device functionality to access the Services and not sharing the Customer's device with other people) and conduct all checks as set out in the Pinpad Installation Manual.

4. be solely responsible to obtain accurate credit card information and authorization from Cardholders who are the Customer's customers.

5. With respect to Customer's account activity accessible through the Services, Customer may raise to Vesta Merchant Services any discrepancy relating to Transactions, Payouts, fees and amounts owed by Customer under this Agreement. Customer shall notify Vesta Merchant Services in writing of any such discrepancy promptly and in any event within 180 days of the date the data is made available to Customer through the Services. Following the expiration of this period, Customer's account activity shall be deemed as agreed.

1.7 Remittance advices

Customer shall be provided by email with a remittance advice detailing amounts settled and all charges in accordance with the Payment Frequency. Vesta Merchant Services shall not be liable in the event that Customer fails to provide Vesta Merchant Services with an up to date email address for the purpose of receiving remittance advices.

Historic copies of remittance advices will be available from Vesta Merchant Services upon request subject to payment by the Customer of any applicable fee.

1.8 Surcharging

Vesta Merchant Services does not encourage surcharging because it is a commercial practice that can penalise the consumer and create unnecessary confusion, friction and abandonment at checkout. The Customer agrees that it will only surcharge for the use of Services in compliance with any law applicable to it and not in excess of the surcharges that it applies for the use of other payment methods. Customer further agrees it is fully responsible for liabilities that arise out of its choice to surcharge and Vesta Merchant Services has no liability to the Customer or any third party. Customer acknowledges that it could be committing a criminal offence if it fails to disclose any form of surcharge to a consumer.

Part 2 — Regulatory Information

2.01 Regulatory information

Vesta Merchant Services Limited is a private limited company registered in England & Wales under company number 0710815, and whose registered office address is Gladstone House, Hithercroft Road, Wallingford, England, OX10 9BT. Vesta Merchant Services Limited is authorised by the Financial Conduct Authority under the Payment Service Regulations 2017 (FCA reference no. 784165) for the provision of payment services as an Authorised Payment Institution, and is authorised and regulated by the Financial Conduct Authority for consumer credit activities.

Vesta Merchant Services will attempt to resolve any complaint relating to the provision of the Services or to the Payment Services Agreement via Vesta Merchant Services's customer service center. In addition, the Customer may make a complaint to the following:

- UK Financial Ombudsman Service (FOS). For UK resident Users only - the FOS is a free, independent service, which might be able to settle a complaint between Customer and Vesta Merchant Services. Customer may obtain further information regarding the FOS and contact the FOS at http://www.financial-ombudsman.org.uk.

Customer Obligations:

(a) comply with the Merchant Operating Instructions;

(b) submit Transactions to Worldpay promptly and in any event within two (2) days of entry into them;

(c) honour all valid Cards in accordance with the relevant Network Rules without discrimination when properly presented by a Buyer for payment and not establish a minimum or maximum Transaction amount as a condition for honouring all Cards;

(d) not add any surcharges to Transactions, unless expressly permitted under Law. Any surcharge applied, if allowed, must be included in the Transaction amount and not collected separately;

(e) unless the Network Rules specifically state otherwise in relation to particular industry sectors, or unless otherwise agreed between the Parties in writing, not request the Capture of a payment before the relevant goods have been shipped or before a service is delivered in respect of the relevant Transaction. Unless otherwise agreed by Worldpay, requests for Authorisation which do not lead to a request for Capture within fourteen (14) days after Authorisation will automatically expire and can no longer be the subject of a Capture request;

(f) throughout the term of this Agreement display prominently on each of its premises, trading venues and/or websites where the Merchant accepts Card Transactions, all applicable Card and Card Scheme identification, as required by and in accordance with, the Merchant Operating Instructions and/or Network Rules;

(g) only accept Transactions in respect of goods and/or services the sale and/or supply of which commonly falls within the Merchant's business as notified by the Merchant to the PayFac and are in accordance with Law;

(h) unless otherwise agreed in writing between the Parties, only accept Transactions in respect of goods and/or services that the Merchant itself supplies;

(i) notify VMS (who shall notify Worldpay) in writing (and in advance of any Services being provided in respect of such) of the URL of any website in respect of which the Services are to be provided;

(j) upon Worldpay's request, at all times throughout the term of this Agreement (and following termination of this Agreement) promptly disclose to Worldpay such information as Worldpay reasonably requires in order to enable Worldpay to perform its obligations, or assess its financial and insurance risks in connection with any Services provided;

(k) take all reasonable steps to assist Worldpay in handling any Claim or query raised by a third party in relation to the Services or any Transaction; and

(l) not submit Transactions to Worldpay that are contrary to applicable Law; and

(m) not submit Transactions to Worldpay in respect of Transactions from Buyers located in jurisdictions in which it is illegal to receive the services offered by the Merchant.

SCHEDULE 2: ACCEPTABLE USE GUIDELINES

A. **Acceptable Use**.

Use of the Services is subject to these Acceptable Use Guidelines. If not defined herein, capitalized terms have the meaning stated in the Terms of Service between Vesta Merchant Services and Customer to which these Guidelines are attached, both of which form part of the Agreement. Customer understands, acknowledges and agrees that its failure to comply with these Guidelines may result in, among other things, suspension and/or termination of the Services pursuant to the Agreement.

B. **General Categories of Prohibited Activities**.

Customer agrees not to use, or allow third parties or Cardholders who are its Customers to use, the Services for the following reasons:

(i) To generate or facilitate unsolicited bulk commercial email;

(ii) To violate or encourage the violation of the legal rights of others;

(iii) For any unlawful, invasive, infringing, defamatory or fraudulent purpose;

(iv) To intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes or other products or services of a destructive or deceptive nature;

(v) To interfere with the use of the Services or the equipment used to provide the Services, by Cardholders, Customers or other authorised users;

(vi) To alter, disable, interfere with or circumvent any aspect of the Services;

(vii) To test or reverse-engineer the Services to find limitations, vulnerabilities, evade filtering capabilities or for other purposes;

(viii) To use the Services or a component of the Services in a manner not authorised by Vesta Merchant Services;

(ix) To use bots, spiders or other automated information-gathering devices or programming routines to “mine” information, register user accounts, perform transactions and any other activities Vesta Merchant Services may from time to time consider inappropriate; or

(x) Any other reason that is prohibited by Vesta Merchant Services in its discretion and notice of which is given to Customer.

C. Specific Prohibited Products.

Customer will not at any time conduct Customer’s business in any manner that, directly or indirectly, offers, sells, facilitates, leases, licenses or displays, delivers, advertises, recommends, or promotes any product(s), service(s), data, information, image(s), text and/or any content which:

(i) is unlawful or violates any (A) applicable local, state, federal, national or international law, statute, ordinance, or regulation (including, without limitation, consumer protection, Internet tobacco sales, unfair competition, antidiscrimination and false advertising laws), or (B) any Card Network, bank, Customer Service Provider or other similar rules;

(ii) is associated with any form of adult, sexually oriented, or obscene materials or services (including, without limitation, any material clearly designed to sexually arouse the viewer/reader (e.g., books, text, photos, videos, X-rated movies, pornographic materials, etc.), or require individuals to be eighteen (18) or older to view or purchase such products, services, data, information, images, text and/or content;

(iii) infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party (including, without limitation, the unauthorised copying, downloading, modifying or posting of audio trademarks, pictures, logos, software, articles, musical works, videos, chips, discs, or decryption devices;

(iv) is threatening, abusive, harassing, defamatory, obscene, libelous, slanderous, deceptive, fraudulent, invasive of another’s privacy, tortuous, or otherwise violate Company’s rules or policies;

(v) victimises harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;

(vi) impersonates any person or entity, including but not limited to imitation and replica products such as those with respect to clothing and accessories;

(vii) contains harmful content, including, without limitation, software viruses, Trojan horses, worms, time bombs, cancel bots, spy-ware, or any other files, software programs, or technology that is designed or intended to disrupt, damage, surreptitiously intercept or expropriate the Services or any system, program, data or personal information or limit the functioning of any software, hardware, or equipment or to damage or obtain unauthorised access to any data or other information of any third party;

(viii) violates any UK, EU (to the extent applicable) or (to the extent applicable) U.S. export or import laws;

(ix) offers or disseminates fraudulent goods, services, schemes, or promotions (i.e., make money fast schemes, chain letters, pyramid schemes) or engage in any unfair deceptive act or practice;

(x) is associated with any form of gambling or lottery type services not affiliated with a state-run lottery service, including but not limited to lottery, sweepstakes, horse and greyhound racing, sport betting, and virtual poker chips;

(xi) is associated with illegal telecommunications or cable television equipment;

(xii) is associated with the sale of (a) any controlled drug that requires a prescription from a licensed practitioner unless Customer is authorised by the relevant UK regulatory body to offer such products online and only if such a prescription has been issued by the practitioner after a bona fide examination of the patient; or (b) any over-the-counter drug, unless the sale of such product, without a prescription, has been approved by the relevant UK regulatory body; or (c) nonprescription drugs that make false or misleading treatment claims or treatment claims that require UK regulatory body approval; or (d) any drug or controlled substance that the Company believes (or should on reasonable enquiry have reason to believe) to be or may become harmful, unlawful, or prohibited. Vesta Merchant Services requires sellers of prescription drugs to abide by all laws applicable to both the Cardholder and seller and Vesta Merchant Services may require Customer to provide evidence of compliance with these requirements. In addition, due to the complexities of current laws regulating the importation of controlled drugs into the United States, Customer may not use the Services to sell prescription drugs that are imported into the United States from an international location. The foregoing list is a non-exhaustive list of prohibited goods and services;

(xiii) is associated with the sale of weapons, including but not limited to firearms and ammunition;

(xiv) is associated with hazardous materials, combustibles and/or corrosives;

(xv) is associated with money laundering;

(xvi) is associated with the sale of stocks, bonds, securities, options, futures, or investments in any entity or property, including (but not limited to) corporations and partnerships not in accordance with applicable securities regulations;

(xvii) is associated with any other product or service that is prohibited by Vesta Merchant Services in its discretion and notice of which is given by Vesta Merchant Services to Customer.

D. Lists Not Exhaustive.

The list of activities not allowed is not exhaustive and may be updated at any time in order by Vesta Merchant Services. Any uncertainty of acceptable activities in connection with the Agreement or the Vesta Merchant Services should be clarified by contacting Vesta Merchant Services customer services at Stables 1, Howbery Park, Wallingford, Oxfordshire, OX10 8BA. provided, however, that Vesta Merchant Services may change the individual to be contacted for such a clarification and/or his or her address at any time without notice to Customer.

E. Damages.

Furthermore, any action, inaction of other use of the Services by Customer that causes Vesta Merchant Services to lose, in whole or in part, the services of, or suffer other adverse consequences (including, without limitation, becoming liable for damages, fines or

penalties) from, its sponsoring banks, Internet Service Providers or other suppliers is not allowed. If Customer uses or attempts to use the Services for purposes other than expressly permitted herein (including, without limitation, tampering, hacking, modifying or otherwise corrupting the security or functionality of the Services), Customer's account may be terminated and Customer may be subject to, among other consequences, damages, fines and other penalties.

This DP Agreement is entered into between the entity identified as the "Customer" on the signature page to the Payment Services Agreement ("Customer") and Vesta Merchant Services Limited, a private limited company registered in England and Wales, with Company Number Registered No. 0710815) trading from Stables 1, Howbery Park, Wallingford, Oxfordshire, OX10 8BA ("Vesta Merchant Services"). This DP Agreement shall form part of the Payment Services Agreement between Customer and Vesta Merchant Services (the "Agreement").

1. Definitions and Scope

The following terms used in this DP Agreement shall have the meanings given to them below:

"Cardholder" means a client of Customer and for the purposes of this DP Agreement, is a Data Subject.

"Data" means the Personal Data disclosed to the Data Processor by or on behalf of the Data Controller in connection with the Purpose as more particularly described in Section 2, and Personal Data which may be disclosed by Data Subjects or by Data Controller by instructing the Data Processor to collect Personal Data directly from the Data Subject (or anyone authorised by the Data Subject to provide it);

"Data Protection Law" means law, legislation or regulation relating to data protection, the processing of Personal Data and privacy from time to time, including, but not limited to:

- the Data Protection Act 2018;
- the General Data Protection Regulation (EU) 2016/679;
- the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications);
- any legislation that, in respect of the United Kingdom, replaces, or enacts into United Kingdom domestic law, the General Data Protection Regulation (EU) 2016/679, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing of personal data and privacy as a consequence of the United Kingdom leaving the European Union; and
- more generally, references to statutory provisions include those statutory provisions as amended, replaced, re-enacted for the time being in force and shall include any bye-laws, statutory instruments, rules, regulations, orders, notices, codes of practice, directions, consents or permissions and guidelines (together with any conditions attached to the foregoing) made thereunder;

"Data Subject" means an individual who is the subject of any of the Data. The categories of Data Subject within the scope of this Agreement are listed in Appendix 1;

"Data Subject Request" means a written request of the Data Controller by or on behalf of a Data Subject to exercise any rights conferred by Data Protection Law;

"DP Agreement" means this Data Processor Agreement, including all Appendices and Schedules;

"Effective Date" means the effective date of this DP Agreement, which shall be the Effective Date of the Agreement;

"Party" means any of Data Controller or Data Processor, and "Parties" means Data Controller and Data Processor;

"Personal Data" means any information relating to an identified or identifiable natural person, where an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

"Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

"Service" means the Services as defined in the Agreement;

"Security Breach" means any breach or suspected breach of any of the Data Processor's obligations in terms of sections 5 and/or 6 or any other unauthorised or unlawful processing, accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or damage or access to the Data;

"Security Incident" means a Security Breach or a Security Risk;

"Security Measures" has the meaning defined in Appendix 1 of this DP Agreement, and as updated from time to time by the Data Processor;

"Security Risk" means any risks or vulnerabilities that are likely to affect the integrity or effectiveness of the Security Measures (including vulnerabilities relating to any software or third party system or network) that are known or ought reasonably to be known to the Data Processor;

"Sub-processor" means any third party data processor engaged by Data Processor who receives Personal Data from Data Processor for processing on behalf of Data Controller and in accordance with Data Controller's instructions (as communicated by Data Processor) and the terms of its written subcontract;
"Supervisor" or "Supervisory Authority means the Information Commissioner's Office, which is the UK's data protection authority.

1.1. The terms of this DP Agreement shall be applicable to all Customers using the Services, howsoever the Customer contracted to do so.

1.2. Unless otherwise stated, words and expressions defined in the Agreement shall have the same meaning in this DP Agreement.

1.3. For the avoidance of doubt, in the event of any conflict between the terms of this DP Agreement and the Agreement (including all associated Schedules, Annexes and Appendices to the Agreement), the terms of this DP Agreement will take precedence.

1.4. The governing law and jurisdiction applicable to the Agreement shall govern this DP Agreement.

2. ROLES OF THE PARTIES

2.1 Where Vesta Merchant Services process Personal Data while performing the Services it will act as a Data Processor for the Customer, other than in the circumstances where we determine the purpose and the manner of Processing of Personal Data and subsequently act as a Data Controller, as described in section 2.2.

2.2 Customer authorizes Vesta Merchant Services.com to Process Personal Data, as a Data Controller, in the following cases:

(i) Where Vesta Merchant Services determines the purpose and the manner of Processing of Personal Data, for example, in order to: (i) comply with the Applicable Law (including specifically anti-money laundering and counter-terrorism financing laws and regulations), Network rules and regulations, Data Protection Laws, or (ii) perform any obligation under this Agreement;

(ii) Where Vesta Merchant Services Process Personal Data for the purpose of internal research, fraud, security and risk management and assessing financial, credit, or information security risk.

3. OBLIGATIONS OF CUSTOMER

The Customer represents and warrants to Vesta Merchant Services that, in relation to the Processing of Personal Data in the context of the Services, it acts as a Data Controller and that it:

(a) Complies with Data Protection Law and Vesta Merchant Services's Privacy Policy in respect of Processing of Personal Data, and only gives lawful instructions to Vesta Merchant Services. The Customer must comply with the personal data protection laws of the Customer's country of origin and of those countries in which the Customer offers Customer products/services and, in particular when Processing and sending the Personal Data to Vesta Merchant Services in the context of using the Services and submitting Transactions;

(b) Relies on a valid legal ground under Data Protection Law for each purpose of its personal data processing activities, including obtaining Data Subjects' appropriate consent if required or appropriate under Data Protection Law;

(c) Provides appropriate notice to the Data Subjects regarding: (1) the Processing of Personal Data for the purpose of providing the Services, in a timely manner and at the minimum with the elements required under Data Protection Law; (2) the existence of Data Processors located outside of Europe.

(d) Takes reasonable steps to ensure that Personal Data is accurate, complete and current; adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed; and kept in a form which permits identification of Data Subjects for no longer than is necessary for the purposes for which the Personal Data are processed unless a longer retention is required or allowed under Applicable Law;

(e) Implements appropriate technical and organizational measures to ensure, and to be able to demonstrate, that the Processing of Personal Data is performed in accordance with Data Protection Law, including, as appropriate, appointing a data protection officer, maintaining records of processing, complying with the principles of data protection by design and by default and, where required, performing data protection impact assessments and conducting prior consultations with supervisory authorities;

(f) Responds to Data Subject requests to exercise their rights of: (i) access; (ii) rectification; (iii) erasure; (iv) data portability; (v) restriction of Processing of Personal Data; and (vi) objection to the Processing of Personal Data in accordance with Data Protection Law;

(g) Cooperates with Vesta Merchant Services to fulfil their respective data protection compliance obligations in accordance with Data Protection Law;

(h) Ensures that all Customer staff are appropriately trained in line with their responsibilities under Data Protection Law;

(i) With respect to Processing of Personal Data as described in article 22 of the GDPR, should such processing occur, it has put in place suitable measures to safeguard the Data Subject's rights and freedoms and legitimate interests and the right to obtain human intervention on the part of the Customer, to allow Data Subjects to express their point of view and to contest the decision made in relation to the Data Subject.

4. VESTA MERCHANT SERVICES'S OBLIGATIONS

4.1. The objective of processing Personal Data by Vesta Merchant Services is the performance of the Services pursuant to the Agreement. Vesta Merchant Services shall process Personal Data in accordance with the specific duration, purpose, type and categories of data subjects as set out in Appendix 1 (Data Processing of Cardholder Data).

4.2. As part of Vesta Merchant Services providing the Services to Customer under the Agreement, Vesta Merchant Services agrees and declares as follows:

4.2.1. to process Personal Data in accordance with Customer's documented instructions as set out in the Agreement and this DP Agreement or as otherwise necessary to provide the Services, except where required otherwise by applicable laws (and provided such laws do not conflict with Data Protection Law); in such case, Vesta Merchant Services shall inform the Customer of that legal requirement upon becoming aware of the same (except where prohibited by applicable laws);

4.2.2. to ensure that all staff and management are fully aware of their responsibilities to protect Personal Data in accordance with this DP Agreement and have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

4.2.3. to implement and maintain appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access (a "Data Security Breach"), provided that such measures shall take into account the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, so as to ensure a level of security appropriate to the risks represented by the Processing and the nature of the Data to be protected;

4.2.4. to notify the Customer, without undue delay, in the event of a confirmed Data Security Breach affecting the Customer's Data and to cooperate with the Customer as necessary to mitigate or remediate the Data Security Breach;

4.2.5. to comply with the requirements of section 5 (Use of Sub-processors) when engaging a Sub-processor;

4.2.6. taking into account the nature of the Processing, to assist the Customer (including by appropriate technical and organisational measures), insofar as it is commercially reasonable, to fulfil the Customer's obligation to respond to requests from Data Subjects to exercise their rights under Data Protection Law (a "Data Subject Request"). In the event Vesta Merchant Services receives a Data Subject Request directly from a Data Subject, it shall (unless prohibited by law) direct the Data Subject to the Customer in the first instance. However, in the event the Customer is unable to address the Data Subject Request, taking into account the nature of the Processing, the complexity and frequency of the request(s), and the information available to Vesta Merchant Services, Vesta Merchant Services shall, on the Customer's request and at the Customer's reasonable expense, address the Data Subject Request, as required under the Data Protection Law;

4.2.7. upon request, to provide the Customer with commercially reasonable information and assistance, taking into account the nature of the Processing and the information available to Vesta Merchant Services, to help the Customer to conduct any data protection impact assessment or Supervisor consultation it is required to conduct under Data Protection Law;

4.2.8. upon termination of the Customer's access to and use of the Services, to comply with the requirements of section 8 of this DP Agreement (Return and Destruction of Personal Data);

4.2.9. to comply with the requirements of section 6 of this DP Agreement (Audit) in order to make available to the Customer information that demonstrates Vesta Merchant Services's compliance with this DP Agreement; and

4.2.10. to appoint a security officer who will act as a point of contact for the Customer, and coordinate and control compliance with this DP Agreement, including the Security Measures.

4.3 Vesta Merchant Services shall immediately inform the Customer if, in its opinion, the Customer's Processing instructions infringe any law or regulation. In such event, Vesta Merchant Services is entitled to refuse Processing of Personal Data that it believes to be in violation of any law or regulation.

5. Use of Sub-Processors

5.1. Customer agrees that Vesta Merchant Services may appoint Sub-Processors to assist it in providing the Services and Processing Personal Data provided that such Sub-Processors:

5.1.1. agree to act only on Vesta Merchant Services's written instructions when Processing the Personal Data (which instructions shall be consistent with the Customer's Processing instructions to Vesta Merchant Services); and

5.1.2. agree to protect the Personal Data to a standard consistent with the requirements of this DP Agreement, including by implementing and maintaining appropriate technical and organisational measures to protect the Personal Data they Process consistent with the Security Measures described in Appendix 1 of this DP Agreement.

5.2. Vesta Merchant Services agrees and warrants to remain liable to the Customer for the subcontracted Processing services of any of its direct or indirect Sub-Processors under this DP Agreement. Data Processor shall maintain an up-to-date list of the names and location of all Sub-Processors used for the Processing of Personal Data under this DP Agreement available upon request to the Data Protection Officer. Vesta Merchant Services shall, where reasonably possible, inform the Customer at least 30 days prior to the date on which any newly appointed Sub-Processor shall commence processing Personal Data.

5.3. In the event that Customer objects to the Processing of its Personal Data by any newly appointed Sub-Processor as described in section 5, it shall inform Vesta Merchant Services immediately, and in any case, no later than within the 30-day notification period. The Customer should present a reasonable justification for the objection as it relates to Data Protection Law – for example, if the processing is expected to present unnecessary risk to the interests, rights and freedoms of the data subject.

5.4. In the case that Customer objects to the use of a Sub-Processor, its only remedy is to cease use of the Services and to terminate the Agreement in accordance with the terms of the Agreement. For the avoidance of doubt, such decision by the Customer will not diminish Customer's obligations to pay the Fees due under the Agreement.

6. Audit

6.1. The Parties acknowledge that Vesta Merchant Services uses security auditors to verify the adequacy of its security measures, including the security of the physical data centres from which Vesta Merchant Services provides its data processing services. This audit:

6.1.1. will be performed at least annually;

6.1.2. will be performed according to ISO 27001 or PCI:DSS standards or such other alternative standards that are substantially equivalent to ISO 27001 or PCI:DSS;

6.1.3. will be performed by independent third party security professionals or suitably skilled in house staff at Vesta Merchant Services's selection and expense; and

6.1.4. will result in the generation of an audit report affirming that Vesta Merchant Services's data security controls achieve industry standards.

6.2. Vesta Merchant Services shall provide appropriately detailed responses to Customer's requests for information that may include responses to relevant information security and audit questionnaires.

6.3. At Customer's written request, Vesta Merchant Services will provide Customer with a confidential summary of the Report ("Summary Report") so that Customer can reasonably verify Vesta Merchant Services's compliance with the security and audit obligations under this DP Agreement. The Summary Report will constitute Vesta Merchant Services's Confidential Information under the confidentiality provisions of the Agreement.

7. International Data Exports

7.1. Data Controller acknowledges that Data Processor and its Sub-Processors may maintain data processing operations in countries that are outside of the EEA (including the UK) as such, both Data Processor and its Sub-Processors may Process Personal Data in non-EEA countries. This will apply even where Data Controller has agreed with Data Processor to host Personal Data in the EEA if such non-EEA Processing is necessary to provide support-related or other services requested by Data Controller.

7.2. Data Processor will make best endeavours to limit data exports to non-EEA countries to what is strictly necessary.

7.3. In all cases where transfers to non-EEA countries may take place, these transfers will be subject to necessary safeguards as defined within applicable Data Protection Law.

8. Term

8.1 This DP Agreement will remain in force as long as Vesta Merchant Services Processes Personal Data on behalf of the Customer under the DP Agreement.

9. Return and Destruction of Personal Data

9.1. Upon the termination of Customer's right to access and use the Services under the Agreement, Vesta Merchant Services will for up to thirty (30) days following such termination permit Customer to export its Data, at its expense, in accordance with the capabilities of the Services. Following such period, Vesta Merchant Services shall have the right to delete all Data stored or Processed by Vesta Merchant Services on behalf of Customer in accordance with Vesta Merchant Services's deletion policies and procedures. Customer expressly consents to such deletion. Vesta Merchant Services may retain Data in accordance with its data retention policy in order to deal with transactional queries and for reporting and formal record keeping requirements to satisfy legal obligations to regulatory bodies including the FCA and HMRC.

Appendix 1

Data Subjects

All users of the Services including Customer's staff and Cardholder.

Subject-matter of the processing

The payment processing services offered by Vesta Merchant Services which provides Customer with the ability to accept credit cards, debit cards, and other payment methods on a website, mobile application, EPoS systems card payment device from Cardholder.

Nature and purpose of the processing

Vesta Merchant Services processes Personal Data that is sent by the Customer to Vesta Merchant Services for purposes of obtaining verification or authorization of the Cardholder's payment method as payment to the Customer for the sale goods or services.

Vesta Merchant Services processes Personal Data that is collected by Vesta Merchant Services or sent from the Customer to Vesta Merchant Services for the purposes of Vesta Merchant Services identifying and preventing fraudulent payment transactions as further described in the Payment Services Agreement.

Type of personal data

Customer shall inform Vesta Merchant Services of the type of Personal Data Vesta Merchant Services is required to process under this Agreement. Should there be any changes to the type of Personal Data Vesta Merchant Services is required to process then Customer shall notify Vesta Merchant Services immediately.

Vesta Merchant Services processes the following Personal Data, as may be provided by the Customer to Vesta

Merchant Services from time to time: Cardholder Data:

- Full name
- Date of birth
- Home address
- Shipping address
- Work address.
- Billing address
- Email address
- Telephone number
- Fax number
- Government ID
- Bank account number and bank routing number
- Financial account number
- Card or payment instrument type
- Card Primary Account Number (PAN) or Device-specific Primary Account Number (DPAN)
- Card Verification Value (CVV)
- Card expiration date
- Username
- IP address
- Business TAX ID

Special categories of data (if relevant)

The transfer and processing of special categories of data is not anticipated.

Duration of Processing
The term of the Agreement.

SECURITY MEASURES

The following technical and organizational measures will be implemented:

Measures taken to prevent any unauthorised person from accessing the facilities used for data processing (e.g. secured access, badges);

Measures taken to prevent data media from being read, copied, amended or moved by any unauthorised persons(e.g. data kept in locked premises);

Measures taken to prevent the unauthorised introduction of any data into the information system, as well as any unauthorised knowledge, amendment or deletion of the recorded data (e.g. restricted access to the IT infrastructure);

Measures taken to prevent data processing systems from being used by unauthorised person using data transmission facilities (e.g. firewalls);

Measures taken to guarantee that authorised persons when using an automated data processing system may access only data that are within their competence (e.g. specific users accounts);

Measures taken to guarantee the checking and recording of the identity of third parties to whom the data can be transmitted by transmission facilities (e.g. VPN, encryption of data);

Measures taken to guarantee that the identity of the persons having had access to the information system and the data introduced into the system can be checked and recorded ex post facto at any time and by any authorised person;

Measures taken to prevent data from being read, copied, amended or deleted in an unauthorised manner when data are disclosed and data media transported;

Measures taken to safeguard data by creating backup copies (encryption of data back-ups).

VERSION HISTORY
Previous Versions of Vesta Merchant Services Limited Terms of Service

Date Updated	Version Name	Document Link	Valid From	Valid To
17/10/2022	V100821	https://vestamerchantservices.com/vms_payment_services_agreement-V100821.pdf	10/08/2021	17/10/2022
09/08/2023	V011222	https://vestamerchantservices.com/vms_payment_services_agreement-V01122.pdf	01/12/2022	03/07/2023
09/04/2025	V030723	https://vestamerchantservices.com/vms_payment_services_agreement-V030723.pdf	03/07/2023	08/04/2025
24/04/2026	V080425	https://vestamerchantservices.com/vms_payment_services_agreement-V080425.pdf	08/04/2025	24/04/2026