Super Payments – Businesses

Terms and Conditions (United States).

Last Updated: November 1 2026.

Please read these terms and conditions ("**Terms and Conditions**") carefully before using our platform and business services, as they are a binding agreement between you and Super (defined below).

Disputes between you and Super are subject to class action and jury trial waivers and will be resolved by binding individual arbitration, except as otherwise set forth in these Terms and Conditions. Please read the Governing law and disputes section below.

1. **About us**

1.1. We are Super Payments Inc., a Delaware corporation, of 8950 SW 74th Court, Suite 2201 PNB B12, Miami. FL 33156 ("**Super**", "**we**", "**us**" or "**our**").

1.2. These Terms and Conditions apply to:

(a) your use of our platform entitled www.superpayments.com (the **"Platform"**); and

(b) how we provide our business service to you through the Platform, including access to the tools described in Platform tools and analytics below ("**Platform Tools**") (collectively the "**Services**"). The Platform and Services are collectively referred to as the "**Business Service**".

1.3. By accessing or using any Business Service or otherwise accepting these Terms and Conditions (e.g., by selecting "I accept" or entering into an order form that references these Terms and Conditions), you agree to these Terms and Conditions on behalf of your business and confirm that you have authority to bind it.

1.4. You can view, download and print the current Terms and Conditions on our Platform.

1.5. We may change these Terms and Conditions from time to time. Changes are made in the way described in the Changes section below.

2. **How the Business Service works**

2.1. The Business Service enables you to permit customers who buy certain products or services on your website (the "**Business Website**") to use our Service known as "pay with Super" and to receive the discounts described in Cashback below on those products or services (the "**Payment Services**"). You may use only the features, sales channels and jurisdictions approved for you. The Payment Services under these Terms and Conditions are limited to card payments. Additional products require separate approval and applicable additional terms before activation.

2.2. You are the seller of the products and services you sell through the Business Website. You are responsible for your sales relationship with your customers and for those products and services, for their description and price, and for delivery, returns, customer service and any dispute with a customer about them. You must submit only genuine, authorized sales of your own business, and must not process fictitious transactions, transactions for another business without approval, or transactions intended to disguise a cash advance or financing, generate rewards artificially or circumvent applicable limits. You may use the Payment Services only in the ordinary course of your business and not to collect on or refinance an existing debt or a dishonored check or payment.

3. **Payment Services**

3.1. The Payment Services enable you to accept pre-paid, debit or credit card payments, including cards funded through the consumer credit introduction services described below (**"Credit Services**"). Your "**Business Account**" is a software account with Super reflecting activities related to the Payment Services. Through Super's business portal (the "**Business Dashboard**") you can review transactions and instruct payouts to an external bank account in your registered business name (your "**Payout Account**"). Settlement and payout schedules are provided through the Business Dashboard or during onboarding, subject to the applicable third party service terms ("**Third Party Terms**"). The Third Party PSP, a Third Party Provider or a card network may limit the volume or value of transactions you may process, and we may restrict your access to the Payment Services on their written instruction.

3.2. Super partners, directly or indirectly, with the Account Bank, an FDIC-insured bank, and the FBO Account Provider, to process and custody funds and/or transfer funds to you. All such funds are held in an account in the name of the Account Bank for the benefit of you and other

merchants (the “**FBO Account**”). You authorize Super and the FBO Account Provider to complete any and all transactions required to provide the Business Service in accordance with these Terms and Conditions. Subject to these Terms and Conditions, Super has no interest in such funds, and you may only access funds in accordance with these Terms and Conditions, including subject to any Reserve under Merchant-Authorized Reserve below. You authorize us to have the FBO Account Provider, or us ourselves, withhold payment of, or charge back to you, the amount of any card network dispute on your transactions until the dispute is finally resolved under the card network rules. You authorize us to instruct the FBO Account Provider to correct any amount credited or paid to you in error, including by reversing the credit or offsetting it against later settlement amounts payable to you. Super is not a bank, and the FBO Account is maintained by the Account Bank. FDIC deposit insurance is subject to applicable limits and conditions, does not protect against the failure of Super or any Third Party Provider other than the Account Bank, and is not guaranteed by Super. You will not receive interest or other earnings on funds in the FBO Account. Funds that remain unclaimed in the FBO Account may be reported and remitted as unclaimed property in accordance with applicable law.

3.3. Any third-party fees related to returned or cancelled payments may be deducted from payments otherwise due to you. If applicable, taxes or other amounts due under these Terms and Conditions shall be withheld from payments due to you as required by law. To ensure proper payment and invoicing under these Terms and Conditions, you are solely responsible for providing to Super, and maintaining, accurate contact and payment information, including applicable tax information and your address for receipt of invoices.

3.4. The Payment Services facilitate the payment types specified on our US pricing page for zero percent (0%) processing fees of its own, and we pay the fees agreed by us with the card processor and acquirer identified in the Appendix (the "**Third Party PSP**") for those payment types. You pay only additional charges expressly disclosed on that page or separately agreed in writing. To the extent that page specifies card network costs payable by you, including interchange and network fees, they are passed through at cost without markup. You authorize us to instruct the Third Party PSP to withhold those disclosed costs from your settlement proceeds before crediting funds to the FBO Account. The US pricing page identified in the Appendix forms part of these Terms and Conditions. We reserve the right to update pricing from time to time and, if we do so, will give you 14 days' written notice (or any longer notice required by law) before a new or increased charge imposed by Super takes effect. You may terminate before then. Card network costs passed through at cost change when the network changes them.

3.4.1. Where available for the US program, the Services enable e-commerce currency conversion offered by the Third Party PSP. This gives customers the option of paying in their local currency, which you will receive in your settlement currency. The Third Party PSP performs the conversion and sets the rate. The customer chooses whether to use conversion and pays the conversion fee disclosed before payment. You must not alter the conversion disclosures or the customer's currency selection in the approved checkout. For a refund or chargeback of a converted transaction, your liability for the transaction amount is limited to the original settlement amount you received in the original settlement currency. Separate refund and chargeback fees disclosed on the US pricing page remain payable. You may opt out by contacting Super as described in the Contact Us section below or through the Business Dashboard. Opting out does not permit you to reject an otherwise eligible card solely because it was issued outside the United States.

3.4.2. Where we make it available in the Business Dashboard, the Business Service includes an optional feature allowing you to pass the cost of accepting commercial credit cards on to the customer (“**Corporate Surcharge**”).

3.4.3. You may elect to enable or disable this feature. Activation or disabling of the Corporate Surcharge feature may be requested through the controls we make available or by contacting Super Support. Super will process these instructions on your behalf within a reasonable timeframe. Activation is subject to the applicable legal, card network and Third Party PSP requirements, and we may restrict or disable the feature where those requirements do not permit surcharging.

3.4.4. Once enabled, Super's technology uses the Third Party PSP's information to detect eligible commercial credit cards at checkout. Where the provider cannot reliably identify an eligible card product, including through a mobile wallet, no Corporate Surcharge will be applied and you will be responsible for the processing costs. The Corporate Surcharge must not apply to debit or prepaid cards, regardless of how the customer authorizes the payment.

3.4.5. The surcharge rate is a percentage set by Super and displayed in the Business Dashboard, subject to applicable law and card network limits. You shall provide accurate cost information reasonably required to determine the permitted rate. We may update the rate from time to time within those limits.

3.4.6. Surcharging may begin only after we confirm activation. You authorize us to give the card networks and the Third Party PSP the notices required for surcharging on your behalf. You must display the required disclosures at the point of entry and before the customer completes the purchase, and show the surcharge separately on the receipt. You must not remove or obscure disclosures supplied through the approved checkout. A full or partial refund must include the corresponding surcharge in accordance with law and the card network rules.

3.4.7. You are responsible for your use of surcharging in accordance with applicable law and card network rules. The surcharge is yours and we retain no share. Our responsibility for our own implementation is subject to Liability and indemnities below.

3.5. You are responsible for refunds on your transactions. You submit them through the Business Dashboard and authorize us to transmit your refund instructions to the Third Party PSP for settlement under the Third Party Terms. You must publish your refund and return policy on the Business Website and apply it consistently. Refunds must use the original payment method unless the Third Party PSP instructs you to use an alternative method that complies with applicable law and applicable card network rules, and your policy must preserve applicable statutory and card network rights.

3.6. You are responsible for chargebacks, disputes and reversals attributable to your transactions, together with the associated costs and fines properly chargeable to you under these Terms and Conditions and the Third Party Terms. You authorize us to submit the corresponding instructions to the Third Party PSP and authorize it to fund those amounts from proceeds it holds for your transactions as permitted by the Third Party PSP's applicable US merchant or platform-user terms (the "**PSP Terms**"). If we pay or become obliged to pay an amount for which you are responsible, you must reimburse us on invoice, without duplicate recovery. Your reimbursement obligation does not extend to amounts attributable to our breach, negligence, fraud or willful misconduct. This does not entitle you to retain duplicate or excess payments received in error. We will provide the dispute information reasonably available to us, and you must supply supporting records within the deadline we or the Third Party PSP notify to you. An authorization, settlement or fraud-screening result does not guarantee payment finality or eliminate chargeback rights.

3.7. Amounts payable under these Terms and Conditions exclude taxes. You are responsible for determining, collecting and paying sales, use and similar taxes on your sales and taxes on your income. You must provide accurate and complete tax information, including your legal name, address, taxpayer identification number and a completed Form W-9 or applicable Form W-8 when requested, and keep it current. You authorize us to share that information and relevant transaction records with the Third Party PSP and its tax service providers for tax reporting, verification with tax authorities, statement delivery and required withholding, subject to applicable law. The Third Party PSP files Forms 1099-K with the IRS and applicable state taxing authorities for reportable transactions where it qualifies as the payment settlement entity under federal tax law. Statements are delivered by the Third Party PSP or through us. The providers identified in the Appendix (the "**Third Party Providers**") may apply withholding required by law. An incorrect or missing taxpayer identification number may result in withholding. We are not liable to you for withholding or reporting resulting from incorrect or missing information you provide. You must promptly report errors in tax statements and provide information reasonably needed to correct them.

3.8. Tax statements are delivered electronically subject to the consent required by applicable tax rules, with paper delivery where required. You may request a paper copy or withdraw your electronic-delivery consent using Contact us below.

3.9. Super collects information from you and the customer and shares it with the Third Party Providers to facilitate the processing and execution of the payment.

3.10. The Third Party PSP supplies card processing and acquiring. The other providers identified in the Appendix facilitate the Payment Services (the "**FBO Account Provider**") and custody of settlement funds (the "**Account Bank**"). Super provides the checkout software and interface and submits the instructions these Terms and Conditions authorize. Their applicable terms are described in Third party services below.

3.11. ***Payment Processing Agency Appointment***. To the extent Super is deemed to receive funds from your customers, you authorize Super, the Account Bank and the FBO Account Provider to act as your limited agent for purposes of processing payments, refunds and adjustments for transactions using the Payment Services, receiving and holding transaction proceeds on your behalf, and remitting settlement amounts to you. Payment from a customer to Super, the Account Bank or the FBO Account Provider shall be considered the same as payment made directly to you by that customer. Upon the customer’s payment of the funds to Super, the Account Bank or the FBO Account Provider, the customer’s payment obligation to you for an

amount equal to the funds so received is terminated, and Super is instead responsible for causing those funds to be remitted to you in the manner described in these Terms and Conditions. Remittance obligations hereunder are limited to settlement amounts actually received in the FBO Account, net of the refunds, chargebacks, reversals, disputed amounts, amounts held in any Reserve under Merchant-Authorized Reserve below and other amounts these Terms and Conditions permit to be withheld or deducted, and remain subject to the settlement schedules and the Third Party Terms. Your recourse is only against Super (and not the customer) if those funds are not remitted to you in accordance with these Terms and Conditions. You acknowledge and agree that Super may be identified to your customers as an authorized means of making payment to you. No other agency relationship is established between you and Super for tax or any other purpose.

3.12. Certain aspects of the Business Service are licensed to us or provided to you by the Third Party Providers. The Third Party Terms govern the services you use. We may appoint other Third Party Providers in addition to or in place of those identified in the Appendix, subject to Changes below. We will make the Third Party Terms available to you before using their services, which you agree to comply with, and your access or use of their services constitutes your acceptance of the applicable Third Party Terms. Identifying a prospective provider does not activate its services or establish a contract with it.

3.13. Your customers can earn cashback using Super by completing a purchase using the “Pay with Super” Service on the Business Website (a "**Cash Rewards Transaction**") and earning a discount to spend on their next eligible purchase with you (a "**Cash Reward Amount"**), as further described in Cashback below.

3.14. ***Payment Links***

(a) If applicable to you, the Business Dashboard will allow you to generate payment links requesting payment for a product or service, that you can send to your customers (either via email, or as a link in a text message to mobile).

(b) If you use this method to request payment by a customer, then you are solely responsible for ensuring that you have any consents or other authorizations needed from that customer to be able to communicate with them for this purpose. We will not be liable to you or any customer for your communications to them in these circumstances or for your use of the payment links generated by the Business Dashboard for any purpose other than to request payment for the specific product or service in question.

(c) The Business Service for payment by customers through a payment link will work in the manner described in Cashback below for Cash Rewards Transactions.

3.15. ***Collateral for Disputes***

(a) The Third Party PSP may require and hold a reserve under the PSP Terms for disputes, chargebacks and other transaction liabilities. The FBO Account Provider and Account Bank may exercise their own reserve or hold rights under their terms.

(b) A Third Party Provider's reserve may be adjusted periodically based on factors such as transaction volume or ongoing risk assessments. We will notify you of the introduction of, or changes to, reserve requirements that apply to you, except to the extent disclosure is prohibited by law or a binding confidentiality obligation.

(c) On termination, a Third Party Provider may retain a reserve for existing transaction liabilities under its applicable terms. Except for a Reserve held in the FBO Account under Merchant-Authorized Reserve below, Super does not retain your funds as a float or reserve.

3.16. ***Merchant-Authorized Reserve***

(a) As part of your standing instruction under Sign up process below, you instruct the Account Bank and the Third Party Providers that, whenever a reserve applies under this section, the portion of your settlement balance calculated under this section remains in the FBO Account and is not paid out to your Payout Account until released under this section (the "**Reserve**"). You authorize Super to relay this instruction to the Account Bank and the Third Party Providers, and you further authorize such parties to establish and maintain funds to satisfy the Reserve. The Reserve remains your funds, is held in the FBO Account for your benefit and is shown in your Business Account; provided, however, the Account Bank may set off against, or apply, the Reserve to satisfy the amounts described in paragraph (d) below. Super does not hold, control or decide to retain the Reserve, which is never transferred to or held in an account of Super, including any account of Super with the Third Party PSP. Super has no ownership of, interest in or security interest over the Reserve,

and has no right to use it other than as set out in this section.

(b) A Reserve applies: (i) where your order form or written onboarding approval specifies a fixed reserve amount or formula determined as part of our underwriting of your business (a "**Fixed Reserve**"); or (ii) automatically (unless waived by Super), from the first payout date after any of the following occurs, subject to the notice provisions in paragraph (f) below (each, a "**Reserve Trigger**"): (A) your chargebacks in a calendar month exceed 0.75% of the number of your settled transactions in that month; (B) your refunds in a calendar month exceed the value of your settled transactions in that month by the % (if any) specified in your order form; (C) a card network or the Third Party PSP places you in, or notifies you or us that you are subject to, a chargeback, dispute or fraud monitoring program; (D) we suspend the Business Service under Suspension below, or either party gives notice of termination of these Terms and Conditions; or (E) the Account Bank or another Third Party Provider notifies us in writing that it requires a reserve because of a material change in your credit risk, your transaction volume or the products or services you offer.

(c) Unless your order form or written onboarding approval specifies otherwise, while a Reserve applies, all settlement amounts credited to your balance in the FBO Account will be applied first to fund the Reserve, up to the cap in this paragraph, before any amount is paid out to your Payout Account. The total Reserve held at any time must not exceed the lower of (i) 10% of the value of your settled transactions in the 180 days before the date of calculation and (ii) any maximum amount stated in your order form (or, if you have less than 180 days settled transactions, the total Reserve must not exceed the maximum amount stated in your order form). If, while a Reserve applies, a further Reserve Trigger occurs or a Reserve Trigger under (A) or (B) of paragraph (b) above continues for two consecutive calendar months, the percentage in (i) increases by 5 percentage points from the next payout date, up to a maximum of 25%, and we will use reasonable efforts to notify you of the increase as described in paragraph (f) below.

(d) Amounts above that cap are released under the payout schedule in your standing instruction.

(e) The Reserve may be applied only to satisfy (i) refunds, chargebacks, reversals and card network fines on your transactions, together with the associated costs properly chargeable to you under Payment Services above, and (ii) any other costs, losses and liabilities incurred by the Account Bank or a Third Party Provider in connection with any transaction you submit through the Payment Services, in each case to the extent the Account Bank, a Third Party Provider or Super has paid or incurred them, or a Third Party Provider has charged them to Super, and you have not reimbursed them within the period required by Payment Services above or Your obligations below. We will notify you of each amount applied and the transaction to which it relates. The Reserve may not be applied to any other amount owed to Super, the Account Bank or any Third Party Provider.

(f) Unless your order form or, for a Reserve Trigger under (E) of paragraph (b) above, the relevant Third Party Provider's written requirement specifies a different release period, each amount added to the Reserve is released automatically to your Payout Account 180 days after the date it was added, and in any event no later than 360 days after the date of the transaction to which it relates, less only amounts applied under this section. Any different release period remains subject to that outer limit. An amount relating to a dispute or chargeback pending on its release date is released when that dispute is finally resolved, subject to that outer limit. Where a Reserve applies only because of a Reserve Trigger under (A) or (B) of paragraph (b) above, the Reserve is also released in full, subject to the same treatment of pending disputes, once that trigger has not occurred for three consecutive calendar months. Super may not extend the holding period of any amount already held in the Reserve. On your behalf, Super will relay your release instructions to the Account Bank and the FBO Account Provider on these dates without any further request from you.

(g) We will use reasonable efforts to notify you promptly after a Reserve first applies, of the Reserve Trigger or Fixed Reserve on which it is based, of the amount held and of the applicable release dates, except to the extent notice is prohibited by law, a card network, a Third Party Provider or a binding confidentiality obligation, or would prejudice a fraud or security investigation. Where available, you can view the Reserve in the Business Dashboard. Any failure or delay in giving notice does not affect the Reserve. Your authorization under this section continues to apply to amounts already held in the Reserve despite any revocation of our authority under Sign up process below, suspension or termination, until those amounts are applied or released under this section.

(h) Separately from the Reserve, and in addition to the risk monitoring checks described in Sign up process below, we may share information about your transactions, refund, dispute and chargeback rates and other risk information with the Third Party Providers, and ask them to impose or increase a reserve or hold under their own terms. Any such reserve or hold is determined and held by the relevant Third Party Provider under its terms, and is not a Reserve unless the Third Party Provider requires it to be held as a Reserve under these Terms and Conditions.

3.17. ***Payment Security and Compliance***

(a) Super shall comply with the Payment Card Industry Data Security Standard ("**PCI DSS**") requirements applicable to its services. Super acknowledges responsibility for the security of account data it possesses, stores, processes or transmits on your behalf, and to the extent it could affect the security of your cardholder data environment. On request, Super will provide its applicable compliance status, validation documentation and information identifying its, your and shared PCI DSS responsibilities.

(b) Prohibited Payment Methods. The Payment Services are available for card-not-present e-commerce transactions initiated by the cardholder through the Business Website or approved payment links and, only where separately enabled for you, approved in-person card-present transactions. You must not use the Platform or Payment Services to process Mail Order or Telephone Order ("**MOTO**") transactions. You are prohibited from:

(i) accepting payment card details from customers via telephone and entering them into the Platform;

(ii) accepting payment card details from customers via mail, email, fax, or any written communication and entering them into the Platform; or

(iii) entering payment card details into the Platform on behalf of a customer where the customer is not directly initiating the transaction through an approved checkout or payment channel.

(c) Any breach of Prohibited Payment Methods above is a material breach of these Terms and Conditions.

3.18. ***Merchant Subsidies***

In relation to payments made under an approved credit program involving the identified bank and any program partner (together, the "**Credit Providers**"), where Super and the relevant Credit Providers have approved the feature, you may elect to subsidize the interest rate offered to your customers:

(a) you may agree a specific subsidy rate with the relevant Credit Provider via Super, but the bank making and funding the loan (the "**Originating Bank**") remains responsible for the customer's credit terms and Super does not set or vary those terms;

(b) to activate the interest subsidy, you must sign an amendment letter confirming the subsidy rate agreed via Super and any associated terms as required by us or the relevant Credit Providers (the "**Amendment Letter**"). The Amendment Letter must specify the subsidy rate, calculation, recipient, payment method and refund treatment before the feature is activated;

(c) you acknowledge and agree that the cost of the interest subsidy shall be paid through the mechanism agreed in the Amendment Letter;

(d) in the event of a customer refund, the interest subsidy shall be treated in accordance with the Amendment Letter and the relevant Credit Provider's agreement, subject to the customer's rights under applicable law;

(e) Super does not guarantee a subsidy refund by a Credit Provider;

(f) you must not pass on the cost of the interest subsidy to the customer by way of a surcharge or any increase in the price of the products or services;

(g) card payments shall be settled into the FBO Account in accordance with the PSP Terms and terms hereunder. The subsidy does not change the settlement or payout authority described in these Terms and Conditions; and

(h) the indemnity provisions in the Liability and indemnities section below apply to claims arising from your subsidy instructions to the extent stated there.

4. **Cashback**

4.1. For Cash Rewards Transactions:

(a) a Cash Rewards Transaction occurs where a customer who has created a Super

membership account ("**Super Member Account**") completes a purchase using our payment solution that satisfies any applicable: (i) eligibility criteria; and
(ii) de-minimis transaction amount (a "**De-Minimis Amount**"), that you may set in the Business Dashboard;

(b) subject to our adjustment right below, the discount you shall issue and honor for the relevant Cash Rewards Transaction shall be within the reward range and apply for the period that you set within the Business Dashboard;

(c) at the time of purchase, the customer shall be charged the full price of the Cash Rewards Transaction (which must exceed any De-Minimis Amount applicable);

(d) we shall record in the customer's Super Member Account an entitlement to a discount equal to the Cash Reward Amount on a later eligible purchase from you. That entitlement is not money, is not a balance held for the customer, and is not a claim against us;

(e) to claim a Cash Reward Amount, a customer must create a Super Member Account through an available sign-up method and complete the required verification, including, where offered, by:

(i) downloading the App and completing its sign-up process;

(ii) creating an online account; or

(iii) signing up as a member of Super at the checkout of a merchant's website;

(f) subject to the paragraph on expiry below, the customer will be entitled to use the Cash Reward Amount on their next eligible purchase with you on the Business Website, and if that purchase would itself qualify as a further Cash Rewards Transaction, on the basis of the full price for that particular purchase prior to the deduction of the existing Cash Reward Amount, then this clause shall apply to that purchase, and so forth;

(g) where applicable, the customer must use their Cash Reward Amount prior to the expiry of a Cash Reward Amount spend period that you may set within the Business Dashboard (such period being calculated from the date of the completion of the relevant Cash Rewards Transaction that generated the Cash Reward Amount in question). That period must comply with applicable law and be clearly disclosed before the reward is earned. You must not shorten it or materially restrict an earned reward retrospectively;

(h) on that later purchase the customer pays the price of the purchase less the Cash Reward Amount applied, through the payment services provided by the Third Party PSP;

(i) a customer may hold one Cash Reward Amount with you at a time for use on their next eligible purchase with you. Cash Reward Amounts do not accumulate or combine as a balance. A later reward may replace an unused reward only under lawful offer terms clearly disclosed before the customer earns it. You must not cancel an earned reward through an undisclosed replacement rule;

(j) a Cash Reward Amount represents a merchant discount, has no cash value and cannot be withdrawn or transferred to another person, subject to rights that applicable law does not permit you to exclude;

(k) to the extent that you set any conditions for a purchase to be considered eligible for earning a Cash Reward Amount, or set any conditions that subsequent purchases must fulfill for a previously earned Cash Reward Amount to be capable of being used, including any period within which it must be used, you will be responsible for making this clear to the customer prior to completion of the purchase and earning of the relevant Cash Reward Amount; and

(l) if a customer returns the product or service that was the subject of a Cash Rewards Transaction, partially or in its entirety, the unused Cash Reward Amount earned on that transaction shall be reduced in proportion to the returned purchase value. The refund shall allocate discounts actually applied to that purchase proportionately to the returned items, subject to law. Canceling an unused reward does not justify a further deduction. You bear a reward already redeemed unless lawful terms disclosed before it was earned permit recovery. Super does not fund that recovery or debit the customer for it.

4.2. There may be instances where we boost the level of cashback a customer receives when they pay for their Cash Rewards Transaction. You shall issue and honor the discount on the campaign terms agreed with you. Those terms specify the contribution Super will fund and any

eligibility, duration and funding limits. Changes or withdrawal apply only to future offers and do not reduce contributions already committed for earned rewards.

4.3. For Cash Rewards Transactions, you will receive the price of the transaction that earns the reward. The Cash Reward Amount reduces the price only when it is redeemed on a later eligible purchase.

4.4. If we decide to boost the cashback earned by a customer, we shall pay you the agreed contribution for the redeemed boost on the payment schedule in the agreed campaign terms, so that you receive the price for that transaction less the discount you agreed to fund.

4.5. In the case of a full or partial return of the purchase on which the boost was redeemed, you shall repay the corresponding proportion of the contribution actually paid by Super. We may set that amount off against future contributions owed by us to you, without duplicate recovery.

4.6. You authorize Super to adjust the Cash Reward Amount you set prospectively, contingent upon the payment method chosen by the customer. This may include payments made via debit or credit cards and, where applicable, third party consumer credit providers. Such adjustments must remain within the reward parameters you have established in the Business Dashboard and comply with law, card network rules and required Credit Provider approvals. The adjusted amount is shown before the purchase and does not change an earned reward or the customer's loan terms.

5. Marketing Assets

5.1. We may add marketing assets, including banners, pop-ups, promotional content, and offers, to your website. These marketing assets may be included at any point during the customer purchase journey, including the pre and post purchase journey.

5.2. We will make reasonable efforts to avoid material interference by marketing assets with your website's functionality or performance.

5.3. We shall determine the placement and positioning of the marketing assets on your website, taking into consideration optimal visibility and performance.

5.4. We will use reasonable efforts to ensure that the marketing assets are relevant to the products or services offered by you, based on the available information about your business. Where a marketing asset relates to credit, it will be made available only for an approved product and jurisdiction, subject to customer eligibility, and it will carry the disclosures the law requires.

5.5. We may customize the marketing assets to align with your branding, subject to any limitations and guidelines provided by you.

5.6. Some marketing assets require integration with your website. You authorize us to integrate them as part of the Business Service, subject to your opt-out right below and any further consent required by law.

5.7. You may opt out of specific marketing assets or campaigns that are unsuitable or incompatible with your business through the controls we make available or by emailing support-us@superpayments.com.

5.8. You acknowledge and agree that we may collect and analyze data related to the usage and performance of the marketing assets on your website or in your emails, including click-through rates, conversions, and user interactions.

6. Platform tools and analytics

6.1. Through the Business Service, you can access the following functionality to the extent enabled for you:

(a) use of our application programming interface to enable you to embed the Payment Services as a payment method in your checkout process on the Business Website so that customers can pay for goods and services using Super; and

(b) access to the Business Dashboard on our Platform through which you can:

(i) view all payment transactions to you made using Super, and their status;

(ii) manage and view your balance in the FBO Account, including any Reserve, and instruct transfers of the funds recorded in it, other than amounts held in a Reserve, to your external bank account;

(iii) manage your Super account;

(iv) manage and process refunds to customers;

(v) for Cash Rewards Transactions, set the Cash Reward Amount you are willing to pay, the products or services that qualify, and the period for which it applies;

(vi) use available data analytics tools to monitor your transactions and campaigns, including aggregated, de-identified insights where provided. We provide that data for use in your business with Super. It must not be used to make a decision about credit, insurance or employment, and we do not provide it for that purpose.

(vii) view reporting related to the Corporate Surcharge feature (where enabled).

7. **Sign up process**

7.1. To use the Business Service, you must:

(a) sign up for a Business Account; and

(b) apply for Payment Services and, where applicable, complete enrollment details and other onboarding or eligibility requirements notified to you to offer payment solutions to your customers.

7.2. Your membership for the Business Service will commence when you accept these Terms and Conditions and will end when they are terminated.

7.3. To sign up for a Super account, you must be a business entity organized or registered in the United States, in a jurisdiction supported by Super and the relevant Third Party Providers. By creating a Super account, you confirm that you will use the Business Service for business purposes only. Eligibility is subject to provider requirements and approval. You must not circumvent geographic or product restrictions.

7.4. Only one Super account is allowed per business (unless we specify otherwise). You must only use your Super account in respect of transactions on the Business Website or through other sales channels which have been authorized by us.

7.5. You must register using true and accurate information about your business. To register, you will be required to provide your business name, full name of contact employee, email address, mobile number, processing statements and any other details (including additional financial information) requested at your time of application.

7.6. In relation to the services provided by the Third Party PSP we will act as your designated authorized representative during the onboarding process, for the purposes of accessing transaction data relating to your Super account, for your account settings, and for submitting the settlement, payout, Reserve and refund instructions these Terms and Conditions authorize. We act only on the instructions and mandates you give.

7.7. We reserve the right, directly or through third parties to carry out various checks in accordance with our policies from time to time, including anti-money laundering, politically exposed persons and sanctions checks and to verify your identity or otherwise confirm your eligibility to use the Business Service. You agree to provide us any information we reasonably request in connection with those checks. We may refuse your request for access to the Business Service if we have concerns about the results of any of these checks, including in relation to any ultimate beneficial owners. You represent and warrant that neither you nor a person acting on your behalf in connection with the Business Service is (a) the subject of any economic or trade sanctions administered or enforced by any governmental authority, including being designated on any list of prohibited or restricted parties by any governmental authority, such as the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce Denied Persons List or Entity List, the E.U. Consolidated List of persons and the U.K. Consolidated List of Financial Sanctions Targets, (b) located, a resident of or organized in any jurisdiction or territory that is the subject of comprehensive country-wide or regional economic sanctions or has been designated as "terrorist supporting" by the United Nations or the governmental authority of the European Union, United Kingdom or the United States, or (c) owned or controlled by such persons or entities listed in (a)-(b). You must not use the Business Service for prohibited transactions and shall promptly notify us if these representations cease to be accurate.

7.8. We reserve the right to refuse a Super account to any applying business, at our discretion. We also reserve the right to suspend or terminate your Super account in accordance with these Terms and Conditions (see Suspension and Termination below).

7.9. It is your responsibility to keep your Super account details up to date, including making sure we have a current email address and mobile number for you, as we may need to communicate with

you about the Business Service from time to time.

7.10. To apply for Payment Services, you must:

(a) to the extent not already provided, provide us with information about your business ("**Company Information**") as reasonably requested by us, including to enable customer due diligence to be carried out by or on behalf of the Third Party Providers in accordance with all applicable anti-money laundering and counter terrorist financing laws and regulations. This may include your legal name, taxpayer identification number, business activities, ownership, controlling persons and supporting documentation; and

(b) confirm that you have read and accepted the FBO Account Provider's agreement governing access to or services related to Payment Services provided by such FBO Account Provider, available via the hyperlink in the Appendix (the "**Supplemental Agreement**").

7.11. You acknowledge and agree that:

(a) as soon as possible after the change and without undue delay, you will notify and provide us details of any material changes to your Company Information. A material change to your business activities or the types of products or services you sell requires prior notice and any required approval before you process affected payments; and

(b) we may, for ourselves or on behalf of the Third Party Providers, carry out additional due diligence and risk monitoring checks on you from time to time, including to monitor Reserve Triggers and calculate any Reserve under Merchant-Authorized Reserve above, and may share the results with the relevant Third Party Providers, and you agree that you will provide us all information reasonably requested by us to carry out such checks, including refund and dispute rates and other financial information.

7.12. You may view your funds in the FBO Account by logging in to your Business Account. The Business Account allows you to view your interest in the FBO Account, and is not a separate deposit or custody account. Super does not provide deposit accounts.

7.13. You can manage, view and operate your FBO Account interest and Business Account via the Business Dashboard, including to review transactions and instruct payouts to your designated Payout Account in accordance with the Supplemental Agreement. You shall review your transaction history and settlement reports regularly and report apparent processing errors promptly, within the period and through the channel required by the applicable Third Party Terms. We will promptly pass reports we receive to the relevant provider for handling under its terms and applicable law.

7.14. You designate your Payout Account and give a standing instruction specifying the payout schedule and amount or method for determining the amount. That standing instruction includes your authorization of any Reserve under Merchant-Authorized Reserve above. You authorize us to submit that instruction to the FBO Account Provider and your instruction that the Third Party PSP settle card proceeds to the FBO Account. We submit those instructions in accordance with the agreed schedules, subject to the providers' cutoff times and restrictions under their terms. We do not independently choose settlement or payout amounts, timing or destinations, or withhold payouts to secure amounts owed to Super, except for a Reserve calculated and applied under Merchant-Authorized Reserve above and the withholding of card network dispute amounts under Payment Services above. Only you may change your standing instruction or Payout Account, subject to the provider's verification. A pending destination change does not authorize us to divert funds. We will promptly notify the relevant provider of a technical failure or suspected unauthorized instruction and assist with a lawful alternative for submitting your instruction. You may revoke our authority by notice. We will promptly notify the provider and stop acting under the revoked authority, except for amounts already held in a Reserve, which remain held until applied or released under Merchant-Authorized Reserve above, and card network dispute amounts already withheld under Payment Services above, which remain withheld until the dispute is finally resolved under the card network rules. Revocation, suspension or termination does not give Super a right to retain your funds, other than to continue holding those Reserve and dispute amounts.

8. Changes

8.1. We may make changes to the Business Service and these Terms and Conditions from time to time, including to:

(a) change, improve and update the Business Service, including so as to reflect changes to our users' needs or business and operational priorities;

(b) comply with changes to the law, regulatory requirements, the card network rules or a requirement of a Third Party Provider; or

(c) make these Terms and Conditions clearer and easier to understand.

8.2. If we make a material adverse change to these Terms and Conditions, we will use reasonable efforts to attempt to notify you before it takes effect. Changes to Super charges remain subject to Payment Services above. When we make changes to these Terms and Conditions, we will update the “Last Updated” date at the top of these Terms and Conditions. The updated Terms and Conditions will be effective as of the time of posting, or such later date as may be specified in the updated Terms and Conditions. Continued use of the Business Service after that date constitutes acceptance. We will provide Third Party Provider updates we receive. We cannot amend a Third Party Provider's terms on its behalf.

8.3. From time to time, we may automatically update our Business Service (or any aspect thereto) to improve performance, enhance functionality, reflect changes to the operating system or address security issues. You shall implement integration or security updates we reasonably require within the notified timeframe. We will endeavor to provide a reasonable implementation time unless an urgent security or compliance requirement prevents it.

9. **Intellectual Property**

9.1. Subject to you complying with these Terms and Conditions, we grant you a non-exclusive, revocable, non-transferable, non-sublicensable right to use the Business Service for your internal business operations and to integrate and display the Business Service in the checkout on your Business Website.

9.2. You acknowledge and agree that we and/or our licensors own all intellectual property rights in the Business Service. Except as expressly stated herein, these Terms and Conditions do not grant you any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Business Service.

9.3. You grant us a non-exclusive, royalty-free license to use your name, logo, marks and content you supply to provide, operate and promote the Business Service, including in the App and on our website, in accordance with any brand guidelines you give us and the marketing choices these Terms and Conditions permit. We may permit our service providers to use them only as necessary for those purposes. You retain ownership and confirm that you have the rights and permissions needed for this use. On termination, we will cease new promotional use and remove existing digital promotions within a reasonable time. We need not recall material already distributed and may retain archival copies for legal compliance or existing transactions or disputes, without new promotional use.

9.4. You must not copy, distribute, make available to the public or create any adaptation of any part of the Business Service, except as these Terms and Conditions permit. In particular, you must not circumvent or make available any means of circumventing any technological measure designed to control access to, or elements of, the Business Service.

10. **Third party services**

10.1. You acknowledge that certain aspects of the Business Service are licensed to us or provided to you by the Third Party Providers, including the payment services provided by the Third Party PSP.

10.2. You agree to comply with the Third Party Terms applicable to the services you use. We do not assume a Third Party Provider’s obligations under its separate agreement with you. Your use of a Third Party Provider’s services is at your own risk, and we are not responsible or liable to you for any loss, damage, expense or liability you suffer or incur relating to the use of such services. We remain responsible for our own obligations and for our personnel and subcontractors performing them, subject to Liability and indemnities. Nothing here excludes liability that applicable law does not permit us to exclude.

10.3. Before using the Payment Services, you must accept the Supplemental Agreement presented through the Appendix link, including the provider’s Terms of Use and applicable payments partner terms. That agreement is directly between you and the relevant provider. You authorize us to provide the provider with information maintained by us about your use, including updates and acceptance records. Its rights concerning transaction restrictions, reserves, debits, security interests, setoff, error-reporting periods, closure and amendments may affect your funds. Contact Super for support and escalation, without limiting rights exercisable directly under law or the Third Party Terms.

10.4. Before using the Third Party PSP’s services, you must accept the PSP Terms, provided in

downloadable form. Participation is subject to its approval and timely completion of its verification requirements, which may affect processing and payouts. The authorizations for costs, refunds and chargebacks in Payment Services apply. Contact Super for routine support, without limiting rights exercisable directly under law or the PSP Terms.

10.5. Where Super approves a credit program for your business and the customer's jurisdiction, the Business Service may display the Credit Services. The Originating Bank makes and funds the loans and retains credit approval authority. Any identified program partner (the "**Credit Partner**") provides underwriting support, servicing or collections under its arrangements with the bank. Customers apply directly through the provider's flow. Super markets and refers customers; it does not decide credit, lend, receive loan proceeds, service loans, collect repayments or acquire loan interests. Any additional merchant program terms must be presented and accepted before activation. The following conditions apply:

(a) we do not guarantee credit approval, funding or repayment. A purchase funded through card credit settles under the PSP Terms. A customer's loan default does not by itself require you to repay a valid settlement, without prejudice to lawful refunds, chargebacks, purchase claims or recourse for your own breach under the applicable program terms;

(b) we reserve the right to withdraw the Credit Services at any time at our absolute discretion on notice and without liability for the withdrawal itself. You shall remove affected marketing assets promptly and within any deadline required by law or the relevant Credit Provider. Withdrawal does not affect existing loans or accrued transaction obligations;

(c) you shall give us and the relevant Credit Provider all reasonable assistance in defending claims relating to your goods, services or marketing under applicable consumer laws. Nothing in these Terms and Conditions waives customer rights or determines whether a particular product falls within those protections;

(d) you shall maintain a full and accurate record of any complaints made in respect of the Credit Services and shall make such record available to us promptly on request. Those records must not include credit application information or consumer reports. Direct customers to the provider's secure channel for credit information;

(e) forward to us within two business days of receipt any complaint you receive relating to the Credit Services for routing to the responsible Credit Provider, and provide reasonable assistance concerning your transaction. You shall not change loan terms, negotiate repayment, collect customer repayments or settle a complaint about the credit on a Credit Provider's behalf. This does not prevent you from resolving complaints about your own goods or services. Refunds must use the approved payment route, with information provided for required loan adjustments;

(f) display only credit marketing assets approved for the relevant product and jurisdiction. Do not alter required disclosures, promise approval or a rate, or present unavailable terms. Do not condition credit on recurring electronic repayment or charge a customer for a credit referral. Customers must use the provider's approved application and voluntary payment-authorization processes;

(g) do not discriminate or discourage an application on a basis prohibited by applicable credit law. Do not circumvent the approved eligibility process;

(h) do not collect or submit a credit application, obtain a consumer report, select a lender for a customer or provide underwriting advice. Your staff may direct a customer to the approved self-service flow but may not conduct credit solicitation or application assistance outside the approved process. Neither you nor Super receives the customer's application information through the merchant interface;

The identified Credit Providers may enforce this Credit Services section and the credit indemnity for your activated program. Your obligations do not extend to repayment of an unrelated personal loan offered after a completed purchase merely because Super introduced the customer.

11. **Your obligations**

11.1. You shall:

(a) provide us with all necessary cooperation in relation to these Terms and Conditions and all access to such information as we may require to provide the Business Service;

(b) without affecting your other obligations under these Terms and Conditions, comply with all applicable laws and regulations with respect to your activities under these Terms

and Conditions;

(c) ensure that your users use the Business Service in accordance with these Terms and Conditions and shall be responsible and liable for any user's breach of these Terms and Conditions and use of the Business Service (or any such breach or use by any person using the login credentials of any user). You shall manage user permissions and promptly revoke access when no longer authorized. We may reasonably rely on instructions authenticated through the agreed security procedures unless we know they are unauthorized. This does not expand our payment authority or exclude responsibility for our own breach, gross negligence, fraud or willful misconduct;

(d) ensure that your network and systems comply with the relevant specifications provided by us from time to time, including compatible integration versions and security settings, subject to the implementation timing in Changes above;

(e) be, to the extent permitted by law and except as otherwise expressly provided in these Terms and Conditions, solely responsible for procuring, maintaining and securing your network connections and telecommunications links as necessary to use the Business Service;

(f) comply with the Third Party Terms and with the card network rules that apply to merchants;

(g) display on the Business Website your legal name and contact details, a description of the products or services you sell, the currency of the price, your delivery terms and your refund and return policy in compliance with appliable law;

(h) keep records of your transactions, of Cash Reward Amounts, and of customer complaints, while needed to resolve related transaction disputes or reward claims and for the periods required by law or applicable Third Party Terms, and provide them to us promptly where we need them to answer a dispute, a card network, a Third Party Provider or a regulator. Records are subject to Data Protection and PCI DSS requirements. You must not retain prohibited sensitive authentication data;

(i) cooperate with reasonable checks or an audit by us to verify compliance with these Terms and Conditions, or an audit or examination of the Business Service by a Third Party Provider, a card network or a regulator, at reasonable times and on reasonable notice unless a security issue or a legal, regulatory or card network requirement prevents it, and provide the information reasonably required for that purpose; and

(j) forward to us within two business days any complaint you receive about the Business Service, a Third Party Provider or a Cash Reward Amount, and tell us promptly if a regulator, a card network or a Third Party Provider's bank contacts you about the Business Service.

11.2. You shall not (and shall ensure that your users shall not) during the course of your use of the Business Service access, store, distribute, transmit, introduce or allow the introduction of any viruses or any material that:

(a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(b) facilitates illegal activity;

(c) depicts sexually explicit images;

(d) promotes unlawful violence;

(e) is discriminatory on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, disability or age; or

(f) is otherwise illegal or causes damage or injury to any person or property, or is a product or service that a card network or a Third Party Provider prohibits or restricts,

and we reserve the right, subject to the Suspension section below and without prejudice to our other rights, to disable your (and your users') access to the Business Service in the event of any breach of this clause. Your responsibility for resulting claims and losses is subject to the indemnities below.

11.3. You shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these Terms and Conditions:

(i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Business Service in any form or media or by any means; or

(ii) attempt to decompile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Business Service; or

(b) obscure Super as an available payment option in the agreed checkout integration. This does not limit lawful discounts, payment preferences or steering permitted by applicable law and card network rules;

(c) use our nonpublic features, documentation, data or confidential information to build or improve a competing product or service, extract nonpublic data through unauthorized automated access, or conduct security testing without our prior written consent, except to the extent applicable law does not permit this restriction;

(d) use the Business Service to provide services to third parties without our prior written consent (which we may withhold at our sole discretion);

(e) use the Business Service in violation of applicable law;

(f) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Business Service available to any third party; or

(g) attempt to obtain, or assist third parties in obtaining, unauthorized access to the Business Service.

11.4. You shall prevent any unauthorized access to, or use of, the Business Service and, in the event of any such unauthorized access or use, immediately notify us of actual or suspected unauthorized access, fraud or compromise of account data. You shall comply with PCI DSS as it applies to you, cooperate with required forensic investigations and provider responses, and provide prompt updates as information becomes available. Do not delay notice pending completion of an investigation.

11.5. You shall indemnify us against fines, penalties, losses, damages, reasonable costs or expenses and other liabilities (including reasonable legal fees) incurred by, awarded against or agreed to be paid by us, to the extent arising from your breach of these Terms and Conditions, your Business Website, your goods or services, content or instructions you supply (including infringement of third-party rights), or your negligence, fraud or willful misconduct. This does not cover losses to the extent caused by our breach, gross negligence, fraud or willful misconduct, or fines that law does not permit us to recover. The specific payment and credit indemnities below govern their stated subject matter, and we may not recover the same loss twice.

11.6. Pay amounts properly due to us under these Terms and Conditions within 10 business days of our invoice, including transaction liabilities we have funded and contributions you must repay. You must reimburse reasonable collection costs, including reasonable attorneys' fees, to the extent applicable law permits. Overdue undisputed amounts accrue simple interest at the lower of 1.5 percent per month and the maximum lawful rate. You shall promptly notify us of a good-faith invoice dispute with reasonable supporting details and pay undisputed amounts when due. We will provide the supporting information reasonably available to us.

12. **Our obligations**

12.1. Subject to these Terms and Conditions, we shall use reasonable efforts to provide customer services support for the use of the Business Service to you in accordance with our standard policies and procedures from time to time. Unless separately agreed in writing, we do not commit to a particular support response time or service level.

12.2. We will maintain reasonable administrative, technical and physical safeguards for personal data and account credentials we process in providing the Business Service. We will notify you without undue delay after becoming aware of a confirmed security incident affecting that information that materially affects you, and provide reasonable cooperation and relevant updates, subject to applicable law.

12.3. We:

(a) do not warrant that:

(i) use of the Business Service will be uninterrupted or error-free;

(ii) the Business Service and/or the information obtained by you through the

Business Service will meet your requirements or achieve a particular sales, conversion or fraud-prevention result; or

(iii) the Business Service will be free from viruses; and

(b) are not responsible for delays or failures of communications networks outside our reasonable control, subject to our express obligations under these Terms and Conditions.

13. **Data Protection**

13.1. In this clause, "**Data Protection Laws**" means applicable laws and regulations in any relevant jurisdiction relating to the use or processing of personal data, including applicable US federal and state privacy, data security, breach notification, financial privacy and electronic marketing laws and regulations.

13.2. You warrant, represent and undertake that you will comply with the provisions and obligations imposed on you by Data Protection Laws, including maintaining a privacy notice and obtaining the notices and consents in compliance with Data Protection Laws that are required to allow us and the relevant Third Party Providers to receive, process and use customer data (including personal data) in accordance with these Terms and Conditions, including to provide the Business Services and as otherwise permitted in our privacy notice. We shall comply with Data Protection Laws for our processing and use personal data for the purposes identified in our applicable privacy notices. Customer information disclosed to you may be used only to fulfill and support the transaction and your lawful customer relationship, and not for credit, insurance or employment decisions. Your responsibility for breach is subject to the indemnities below. For information about how we process personal data, see our privacy notice.

14. **Liability and indemnities**

14.1. Except as expressly and specifically provided in these Terms and Conditions:

(a) you assume responsibility for results and conclusions drawn from your use of the Business Service. We do not guarantee their accuracy. We are not liable to the extent a loss is caused by errors or omissions in information or instructions you provide. This does not excuse our failure to carry out an authorized instruction correctly or perform our express obligations, subject to the limitations below;

(b) THE BUSINESS SERVICE IS PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM A COURSE OF DEALING, A COURSE OF PERFORMANCE OR A USAGE OF TRADE.

14.2. Nothing in these Terms and Conditions shall limit or exclude either party's liability for:

(a) fraud or fraudulent misrepresentation;

(b) willful misconduct; and

(c) any other liability which cannot be limited or excluded by applicable law.

14.3. Subject to the clause immediately above:

(a) OUR MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, BREACH OF ANY DUTY (INCLUDING STRICT LIABILITY) OR OTHERWISE, IS LIMITED TO THE GREATER OF (I) THE FEES YOU PAID US FOR THE BUSINESS SERVICE IN THE TWELVE MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY, EXCLUDING CARD NETWORK COSTS AND OTHER AMOUNTS PASSED THROUGH AT COST, AND (II) US$1,000. Neither this cap nor the loss exclusions below limit agreed fees, reimbursements or contributions payable under these Terms and Conditions. Your indemnities remain uncapped;

(b) WE SHALL NOT BE LIABLE TO YOU, WHETHER SUCH LIABILITY ARISES IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR MISREPRESENTATION, BREACH OF ANY DUTY (INCLUDING STRICT LIABILITY) OR OTHERWISE, FOR ANY OF THE FOLLOWING, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY:

(i) INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE LOSS OR DAMAGE;

(ii) LOSS OF DATA;

(iii) LOSS OF BUSINESS, CONTRACTS OR ANTICIPATED SAVINGS;

(iv) LOSS OF PROFITS OR REVENUE; OR

(v) LOSS OR DEPLETION OF GOODWILL.

14.4. You will indemnify us against all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings we incur or which are brought against us in respect of any payment scheme fine or penalty incurred by a Third Party Provider and imposed on us, to the extent it is caused by your act or omission or an act or omission of your employees, agents or subcontractors, but excluding any fine or penalty caused by our own breach, gross negligence, fraud, willful misconduct or error in card classification, rate application or technical implementation. This indemnity includes your unlawful Corporate Surcharge instructions or failure to provide required disclosures, to the extent law permits recovery. The claim procedure below applies. You will cooperate with us in responding to the card network.

14.5. For Credit Services you activate, you will defend, indemnify and hold harmless Super and the identified Credit Providers against third-party claims and related losses, reasonable professional fees and lawfully recoverable fines to the extent arising from your goods or services, breach of the applicable merchant program terms, or unauthorized credit marketing. This includes a purchase claim or defense properly asserted against a Credit Provider under applicable law. It does not shift ordinary borrower default risk to you or cover a loss to the extent caused by the protected party's own breach, negligence, fraud, willful misconduct, underwriting, lending disclosures, servicing or collections. Those Credit Providers may enforce this indemnity for that program.

14.6. For a third-party claim, a party seeking indemnification must promptly notify you. Late notice relieves you only to the extent such failure proximately and materially adversely prejudices the defense. The protected party may control the defense and settlement with counsel of its choice, subject to applicable law and any card network or Third Party Provider requirements. You must provide reasonable cooperation and remain responsible for reasonable costs within the indemnity. You must not settle without the protected party's prior written consent. The protected party must not admit fault on your behalf or impose a non-monetary obligation on you without your consent. Direct claims for reimbursement or other amounts due remain subject to the applicable payment provisions.

14.7. We shall not be liable for any loss you incur to the extent it results from your act or omission or an act or omission of your employees, agents or subcontractors.

14.8. A claim under these Terms and Conditions must be brought within the period set out in Governing law and disputes below.

15. **Confidentiality**

1. You may receive information of ours or a Third Party Provider that is identified as confidential or should reasonably be understood to be confidential, in any form ("**Confidential Information**"). This includes nonpublic business, transaction, negotiated pricing, product, integration and security information, and nonpublic reports. You shall hold it in confidence and shall:

(a) use the Confidential Information solely to perform your obligations or exercise your rights under these Terms and Conditions, including uses expressly permitted by Data Protection;

(b) keep the Confidential Information secure using at least reasonable care and no less care than you use for your own confidential information; and

(c) not disclose it except as these Terms and Conditions expressly permit or with our prior written consent. You may disclose it to your personnel, professional advisors, auditors, insurers and subcontractors who need it for those purposes and are bound by confidentiality obligations no less protective than these, and remain responsible for their compliance.

2. You shall immediately inform us in writing if you become aware of unauthorized disclosure of Confidential Information, subject to applicable law and any stricter notice requirement in Data Protection.

3. The obligations of confidentiality in this clause shall not apply where:

(a) we have given our specific prior written consent;

(b) the information is or becomes publicly known other than through your breach; or

(c) the information was lawfully known to you without a confidentiality duty before disclosure, was independently developed by you without use of the Confidential Information, or was lawfully obtained by you from a third party without restriction, as evidenced by your records; or

(d) disclosure is required by applicable law, a regulator, a court or a card network, in which case you will give us prior notice where permitted and disclose only what is required.

4. When no longer needed to perform your obligations or exercise your rights under these Terms and Conditions, you must return or destroy Confidential Information on our request. Copies may be retained as required by law or card network rules, or in routine backups until ordinary-course deletion. Retained information remains protected and may be used only for the purpose justifying retention.

16. **Suspension**

16.1. We may stop providing the Business Service to you or otherwise suspend, withdraw or restrict the availability of or your access to the Business Service in any of the following circumstances:

(a) if your Business Account has been terminated or suspended or you are not permitted to use the services of any Third Party Provider by the relevant Third Party Provider;

(b) for reasonable business or operational reasons, including security, subject to the notice requirements in Changes where applicable;

(c) where applicable law, a regulator, a court, a card network or a Third Party Provider requires it;

(d) if we can no longer provide the Business Service in whole or in part;

(e) if you seriously misuse the Business Service or breach these Terms and Conditions, including by failing to pay overdue undisputed amounts, and do not put things right within a reasonable time;

(f) if we reasonably determine that your use of the Business Service is abusive or otherwise unfair;

(g) if we, or any one of our Third Party Providers, reasonably suspect fraud or other prohibited activity;

(h) if we, or any of our Third Party Providers, has concerns, acting reasonably, about unusual payment activity or about your ability to continue as a going concern;

(i) where reasonably required to protect the Business Service or its users; or

(j) you do not provide us with information needed for us to provide the Business Service to you.

16.2. Where appropriate, we will use reasonable efforts to give you reasonable notice of any suspension, withdrawal or restriction to the Business Service and available remedial steps, subject to applicable law, binding confidentiality obligations and the protection of security or fraud investigations. The restrictions related to the FBO Account, including any Reserve under Merchant-Authorized Reserve above, continue to apply.

17. **Termination**

17.1. Without prejudice to any other rights or remedies, we may terminate these Terms and Conditions at any time by giving you prior written notice, subject to any longer notice required by applicable law.

17.2. Without prejudice to any other rights or remedies, to the extent applicable law permits, either party may, by written notice to the other, terminate these Terms and Conditions with immediate effect on the happening of any of the following events:

(a) the other party commits a material breach of these Terms and Conditions which is incapable of remedy; or

(b) the other party commits a material breach of these Terms and Conditions which is capable of remedy and fails to remedy such material breach within fourteen (14) days after receiving written notice requiring it to remedy that material breach; or

(c) the other party is insolvent, admits in writing its inability to pay its debts as they become due, or makes a general assignment for the benefit of its creditors; or

(d) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or

a substantial part of its business; or

(e) a petition or proceeding is filed by or against the other party for relief under Title 11 of the United States Code or any other applicable bankruptcy, insolvency, reorganization, moratorium or similar law, and, if filed against the other party, is not dismissed within 60 days; or

(f) a receiver, trustee, custodian, conservator, liquidator, or similar official is appointed for the other party or for all or substantially all of its assets; or

(g) the other party commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness, or makes a proposal for, or enters into, any compromise, composition or arrangement with its creditors generally; or

(h) enforcement of any security interest over any material assets of the other party; or

(i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events concerning insolvency, reorganization or enforcement described above.

17.3. We may terminate these Terms and Conditions with immediate effect where a Third Party Provider requires it, on the timing that provider requires, or where a card network, a regulator or a court requires it, or where your conduct harms or is likely to harm a card network.

17.4. On termination of these Terms and Conditions for any reason:

(a) you authorize us to instruct the FBO Account Provider to terminate your access to the FBO Account and, subject to applicable law and the Supplemental Agreement, to transfer available funds to your Payout Account. We shall submit those instructions promptly. If you have revoked our authority, we shall assist with the provider's alternative instruction process. Actual payment and closure remain subject to the provider's terms, lawful holds and reserves, including any Reserve under Merchant-Authorized Reserve above, which is released on the dates set out there;

(b) where you are using the Credit Services, your right to use the relevant services shall immediately cease and you shall immediately remove the relevant marketing assets from your website. Obligations concerning existing transactions, refunds, disputes and indemnified claims survive. You remain responsible for honoring earned rewards under their disclosed terms and applicable law, including through a reasonable alternative if platform access ends;

(c) your licenses to use the Business Service shall immediately terminate and you shall immediately cease all use of the Business Service, except for limited access we expressly permit to complete existing transactions, retrieve records or resolve disputes;

(d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced; and

(e) any provision of these Terms and Conditions that expressly or by implication is intended to come into force or continue in force on or after expiry or termination of these Terms and Conditions shall survive and continue in full force and effect.

18. **General terms**

18.1. In these Terms and Conditions, "**including**" means "including without limitation", headings serve convenience only, and a reference to law includes amendments. These Terms and Conditions include this document, the Appendix, the US pricing page, any order form and additional terms expressly incorporated or separately accepted for an activated feature. In a conflict: a signed amendment expressly varying these Terms and Conditions (including an Amendment Letter) prevails; then any order form, for the Fixed Reserve and other terms it specifies; then separately accepted feature terms for their stated scope; then this document, the Appendix and the US pricing page. Third Party Terms separately govern the provider’s services and are not amended here. Technical documents and provider updates do not amend our commercial terms or expand Super’s payment authority. Changes remain subject to Changes and the variation provision below.

18.2. We shall have no liability to you for failure or delay caused by events beyond our reasonable control, including industrial disputes, utility or network failures, war, civil unrest, governmental action, fire, flood, epidemic or pandemic, or supplier or subcontractor failure beyond our reasonable control. This does not exclude liability that applicable law does not permit us to exclude.

18.3. Except for tax statements addressed in Payment Services above, when using the Business Service, you accept that communication with us will mainly be electronic. For the purposes of these Terms and Conditions, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you pursuant to these Terms and Conditions electronically comply, to the extent applicable law permits, with any legal requirement that such communications be in writing. You will keep a current email address with us. Where applicable law gives you a right to paper copies or to withdraw consent to electronic communications, you may exercise it by contacting us. We may then terminate these Terms and Conditions to the extent law permits. You use the Business Service for business purposes only.

18.4. All notices given by you to us must be given in writing to support@superpayments.com or such other address as we notify to you in accordance with this clause. We may give notice to you in writing at the email or postal address provided by you and may also display notices in the Business Dashboard. Material changes, suspension and termination notices shall use email or post unless law requires otherwise. An email is deemed received twenty-four (24) hours after transmission if no delivery-failure notice is received, and certified mail or courier notices on recorded delivery. You shall keep your contact details current.

18.5. You may not transfer, assign, grant a security interest in or otherwise deal in any manner with all or any of your rights or obligations under these Terms and Conditions without our prior written consent, including by merger or change of control. We may at any time assign, transfer, grant a security interest in, subcontract or deal in any other manner with all or any of our rights or obligations under these Terms and Conditions. A transfer of our obligations must be to a person that assumes them and must comply with applicable law and required provider approvals. Subcontracting does not relieve us of our obligations stated above.

18.6. Other than as expressly stated in these Terms and Conditions, a person who is not a party to these Terms and Conditions may not enforce any of its terms. A Third Party Provider may enforce the provisions that state it may, and our affiliates and our and their officers, directors, employees and agents may enforce the Governing law and disputes and the limitations and exclusions of liability sections in these Terms and Conditions for claims arising from their involvement in the Business Service. The same exceptions apply, and the liability cap applies to Super and those persons collectively, not separately. This does not limit a Third Party Provider's separate obligations under its own agreement. No consent of any of them is required to vary or terminate these Terms and Conditions.

18.7. No failure or delay by either party in enforcing its rights or remedies shall prejudice or restrict the rights or remedies of that party, and no waiver of any such rights or any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

18.8. Except as expressly provided in these Terms and Conditions, the rights and remedies provided under these Terms and Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

18.9. These Terms and Conditions constitute the entire agreement between the parties in relation to their subject matter and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to that subject matter. The Third Party Terms are separate agreements between you and the relevant Third Party Provider and are not part of these Terms and Conditions. Each party acknowledges that it has not relied on a statement or representation not set out in these Terms and Conditions. Nothing in this clause limits liability for fraud.

18.10. Nothing in these Terms and Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party (except for Super's role as your limited agent for processing payments as described above), or authorize any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person, except that we act as your authorized representative where these Terms and Conditions say so.

18.11. Except as set out in Changes, no variation of these Terms and Conditions shall be effective unless it is in writing and signed by the parties or their authorized representatives.

18.12. If any provision of these Terms and Conditions is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions of these Terms and Conditions shall not be prejudiced.

19. **Governing law and disputes**

19.1. These Terms and Conditions and any dispute or claim arising out of or in connection with them,

their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws rules. Because these Terms and Conditions concern interstate commerce, the Federal Arbitration Act governs the arbitration agreement below. Mandatory law continues to apply where the parties cannot lawfully exclude it.

19.2. Any dispute or claim between you and us, including threshold questions of arbitrability, will be resolved by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Expedited Procedures where they apply, before one arbitrator. The seat of the arbitration is Miami-Dade County, Florida. Hearings are held by video unless the arbitrator directs otherwise. AAA's applicable rules and fee schedule govern classification and charges. We will pay as much of the filing, administration and arbitrator fees as applicable law requires to prevent the cost of bringing your claim from being prohibitive. Judgment on the award may be entered by any court of competent jurisdiction.

19.3. Notwithstanding the above, we may bring an individual action in court solely to collect past-due amounts expressly payable to us under these Terms and Conditions. Either party may seek provisional injunctive relief from a court to protect intellectual property, confidential information, security, assets or the status quo pending arbitration. A party may seek public injunctive relief in court where applicable law requires that forum. A court may determine the sequence of proceedings as applicable law permits. Seeking permitted court relief does not waive arbitration of other claims.

19.4. For a court action permitted by this section, other than an action to recognize or enforce an arbitration award, each party irrevocably submits to the exclusive jurisdiction of the state and federal courts in Miami-Dade County, Florida, except that we may bring a collection action permitted above in a court where you are located.

19.5. YOU AND SUPER MAY BRING CLAIMS AGAINST EACH OTHER ONLY INDIVIDUALLY, NOT AS A CLASS, REPRESENTATIVE, CONSOLIDATED OR MULTIPLE-PLAINTIFF ACTION, TO THE EXTENT APPLICABLE LAW PERMITS. An arbitrator may award relief only on the individual claim, except as mandatory law requires. Neither party consents to class or representative arbitration. If a court finds this waiver unenforceable for a particular claim or remedy, that claim or remedy proceeds in court and the remaining claims remain subject to arbitration to the extent lawful. This paragraph does not prohibit administrative coordination under applicable AAA rules or relief expressly preserved above.

19.6. Where AAA determines that its Mass Arbitration Supplementary Rules apply, those rules and the applicable fee schedule govern administration. Administrative coordination does not constitute consent to class or representative arbitration.

19.7. The arbitrator decides questions about interpretation, scope, applicability and enforceability of the arbitration agreement, except that a court decides whether an arbitration agreement exists or was formed, the validity of the class waiver, the court exceptions, and any issue that applicable law reserves to a court.

19.8. Claims under these Terms and Conditions are subject to the applicable statutory limitation periods. Any shorter deadline for reporting a processing error, providing dispute information or using a card network or Third Party Provider procedure continues to apply to that procedure, subject to applicable law. Such a deadline does not by itself shorten the limitation period for a separate claim under these Terms and Conditions.

19.9. The existence, content and result of an arbitration are confidential, except that either party may disclose them to its professional advisors, auditors and insurers, to a Third Party Provider, to a card network, and where applicable law, a regulator or a court requires. Nothing in these Terms and Conditions prevents you from reporting a matter to a federal, state or local agency.

19.10. Disputes with a Third Party Provider follow its own agreement. Card network procedures govern chargeback determinations. This clause does not reopen the network's determination under its rules, but it does not prevent an otherwise available claim concerning a party's separate contractual breach in handling the transaction or dispute.

19.11. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IF ANY CLAIM PROCEEDS IN COURT, YOU AND WE EACH KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY.

19.12. A change to this arbitration agreement applies prospectively and does not apply to a dispute that arose before the change takes effect unless both parties expressly agree after the dispute arises.

20. **Contact us**

20.1. If you have any questions, complaints or concerns about these Terms and Conditions or the Business Service, please contact us via the contact form on our Platform or by email: support-us@superpayments.com.

20.2. We welcome feedback from you in relation to our Business Service. Please note that, when you provide us any feedback, such as a comment, suggestion or idea, you assign to us all your rights in your feedback so that we are the exclusive owners. We may use your feedback at our discretion without any notice or compensation to you. This does not transfer rights in your trademarks, other supplied content, personal data or Confidential Information.

Appendix

Pricing

- US pricing page: https://www.superpayments.com/pricing. The US pricing page forms part of these Terms and Conditions. We make the applicable version available before acceptance and identify the effective date of changes.

Third Party Providers

- Third Party PSP: Adyen N.V. Card payment processing and acquiring, with optional services only where approved. PSP Terms:. https://docs.adyen.com/platforms/onboard-users/terms-of-service
- FBO Account Provider: M-Cubed Labs, Inc., a subsidiary of Modern Treasury Corp. Supplemental Agreement: Modern Treasury Terms of Use, https://www.moderntreasury.com/legal/terms-of-use, together with applicable payments partner terms presented during onboarding. The applicable version is presented before acceptance. Super provides the interface and customer support.
- Account Bank: Cross River Bank. The bank holds the settlement funds under the applicable account arrangement. Any additional bank or payments partner terms that apply are presented during onboarding.
- Credit Providers: Credit Services are not currently available. We will identify the relevant Credit Providers and present the applicable merchant program terms before activation. A customer's loan and card agreements are separate agreements with the identified creditor or issuer.

State Disclosures

- We will provide additional disclosures or terms required for an approved jurisdiction or feature before you use it. Availability varies by jurisdiction and product and remains subject to the restrictions notified to you.