

## PayPal Point of Sale (formerly Zettle by PayPal) Terms and Conditions

Last updated and effective as of: 2<sup>nd</sup> June 2026

These PayPal Point of Sale Terms and Conditions, including the terms, policies, guidelines, and instructions referred to (“**Terms**”) govern your access to and use of our PayPal Point of Sale services, including our mobile software applications (the “**PayPal Point of Sale App**”) and the PayPal Point of Sale payment processing services (the “**Point of Sale Services**”).

PayPal UK Ltd is authorised and regulated by the Financial Conduct Authority (FCA) as an electronic money institution (firm reference number 994790); in relation to its regulated consumer credit activities (firm reference number 996405); and for the provision of cryptocurrency services (firm reference number 1000741). Some products and services, such as PayPal Pay in 3 and PayPal Working Capital, are not regulated by the FCA and may offer a lower level of protection. Please read product terms for further details. PayPal UK Ltd's company number is 14741686. Its registered office is 5 Fleet Place, London, United Kingdom, EC4M 7RD.

These Terms are a legal agreement between you and PayPal UK Ltd (“**we**” or “**PayPal**”) and they supplement the PayPal User Agreement that governs your use of PayPal’s services (including those relating to a business account), generally (the “**User Agreement**”). By signing up for, creating and using the Point of Sale Account (defined below) and Point of Sale Services, you accept and agree to comply with these Terms. You also accept and agree to comply with to any additional terms and conditions specific to the products and services you use (“**Additional Terms**”), which become part of your agreement with us. If you do not agree to these Terms and any Additional Terms that apply to you (or if you do not have the right to bind the company or other business entity you are representing), you are not permitted to access or use the Point of Sale Services.

Where applicable, you assume responsibility for ensuring that any of your employees or other representatives using the Point of Sale Services on your behalf, have read, understood and accept to be bound by these Terms and any Additional Terms.

The PayPal services as described in the User Agreement include the Point of Sale Services. In the event of any inconsistency between the terms of the User Agreement, or other agreement you have entered into with PayPal, and these Terms, these Terms shall prevail on the subject matter of these Terms.

Defined terms used in these Terms will have the same meaning as those used in the User Agreement, unless otherwise defined herein.

Any reference made to "PayPal" or "PayPal Group" included in these Terms or any of the Additional Terms shall mean the group of companies, which each directly or indirectly controls, is controlled by, or is under common control with us.

We facilitate the processing of payment transactions and, in order for us to do this, we have partnered with acquiring banks (“**Acquirers**”). In the event of any inconsistency between the terms of any agreement we may have entered into with any such Acquirer, the terms applicable under our agreement with the Acquirer shall prevail to the extent applicable to the provision of any part of the Point of Sale Services that is enabled or provided by the Acquirer.

In addition to these Terms and any applicable laws, rules, or regulations, the Point of Sale Services are also governed by the requirements and guidelines established by our Acquirers as well as the requirements and guidelines (together, the “**Card Scheme Rules**”) established by Visa, MasterCard, American Express, and other applicable card schemes (together, the “**Card Schemes**”).

## 1. Registration

You must open a specific Point of Sale account (“**Point of Sale Account**”) in order to access the Point of Sale Services. Depending on how you sign up to the Point of Sale Services, in order to create a Point of Sale Account, you may need to have an existing business account or open a business account. The Point of Sale Services are only available to businesses selling goods and services; they are not available for personal, family, or household purposes. You may create only one Point of Sale Account, unless we approve the creation of additional Point of Sale Accounts.

You must register as a sole trader or as a company or other business entity accepted by us. You also warrant to us that: a) you are either a legal resident or citizen of the United Kingdom or a company or other business entity duly authorised to conduct business in said country, b) you will use the Point of Sale Services solely for trade, business or professional purposes in such country, c) you will not directly or indirectly use the Point of Sale Services in or into any other country unless otherwise agreed with us, and d) you, as a natural person, are at least 18 years of age and have full legal capacity to accept these Terms and use of the Point of Sale Services in the manner prescribed by us. If you register on behalf of a company or under a business name, you represent that you are a legal representative of the business, and that you are authorised to provide any information about the business, and accept these Terms and any Additional Terms on its behalf. If you register as a sole trader, you represent that you are not acting on behalf of, or for the benefit of, anyone else.

You will be required to provide an email address and set a password to access your Point of Sale Account and the Point of Sale Services unless you access your Point of Sale Account and the Point of Sale Services with the login credentials of your PayPal business account. You may also, on an on-going basis, be required to provide certain information about you and your business, including your name, registered trade name, registered address, names you are doing business under, business addresses, purpose and nature of your business, a complete description of your products and services and, where applicable, information about beneficial owners and principals of your business. You must provide accurate and complete information when creating your Point of Sale Account. You must also make sure that all information that you provide is and remains accurate, complete and up-to-date. You must inform us of any changes and update the information in your Point of Sale Account accordingly without undue delay.

Your use of the Point of Sale Services requires that you have a compatible mobile device. While we do our best to keep an up-to-date list of compatible mobile devices on our [Website](#), we do not warrant that the Point of Sale Services will be compatible with your mobile device. You may not use the Point of Sale Services together with a mobile device that has been modified contrary to the manufacturer's software or hardware guidelines.

In order to use the Point of Sale Services, you must also download and install the PayPal Point of Sale App. You may download the PayPal Point of Sale App from the Apple 'App Store' or Google Play. You must download and use the most recent version of the PayPal Point of Sale App that is available, including downloading and installing any updates that become available from time to time. The PayPal Point of Sale App may also be available in other formats, such as in software development kit format.

Through your Point of Sale Account settings, you may create sub-accounts and authorise your employees and other eligible representatives (each, an “**Authorised User**”) to use such sub-accounts to use the Point of Sale Services on your behalf for your business. You must register each Authorised User with us and create a username and password for each Authorised User to be able to use the Point of Sale Services. We reserve the right to limit the number of Authorised Users you may have or refuse

the registration of an Authorised User. Your Authorised Users will have the ability to perform those limited actions that you select in your Point of Sale Account settings.

It is your responsibility to ensure that your Authorised Users comply with these Terms when using the Point of Sale Services. We reserve the right to deny any Authorised User access to the Point of Sale Services at any time.

It is your responsibility to ensure that your email address, password and other personalised security features which you use to access your Point of Sale Account and the Point of Sale Services ("**Account Credentials**") are kept safe and secure. You must take all reasonable steps to keep your Account Credentials secret and not share them with anyone, other than appropriately Authorised Users or other representatives within your business. You must notify us immediately through our [Website](#) or by contacting our customer success team at [support.uk@zettle.com](mailto:support.uk@zettle.com) if you discover or suspect that any of your Account Credentials have been lost or stolen or that someone else has used or attempted to use your Point of Sale Account using your Account Credentials without your authorisation.

## 2. Our role

The Point of Sale Services will enable you to, among other things, account for cash and certain other accepted payment methods through the use of the PayPal Point of Sale App installed on your smartphone or other compatible mobile device as well as to collect, analyse and track information generated in connection with such transactions.

The Point of Sale Services will enable you to accept and process payments from your customers (i) by Card (as defined in section 20 below) or their smartphone, tablet or other compatible mobile device enabling them to make contactless smartphone/device transactions through the use of the PayPal Point of Sale App installed a) on your smartphone, tablet or other compatible mobile device connected to your Card Reader (as defined in section 12 below), b) on a compatible mobile device enabling you to take contactless payments directly in the PayPal Point of Sale App (the "**Tap to Pay Service**"), or c) directly on a Card Reader enabling you to take contactless payments, (ii) when your customers pay an invoice online using a Card or any other online payment method made available by us in your jurisdiction (the "**Invoicing Service**"), (iii) when your customers pay for your products and/or services through a payment link provided to your customer by email, text message or similar communication tool, and (iv) by redeeming gift cards issued by you using our gift card service (the "**Gift Card Service**").

If you have signed up for a service enabling you to sell products and/or services online, and such service has the requisite integrations with the Point of Sale Services, you may also be able to accept and process payments from your customers who will be able to pay online using a Card or such online payment method made available by us in your jurisdiction.

These payment alternatives as well as the functionalities set out in section 20 may not be available in your country. For more information, please visit our [Website](#).

We may offer you access to an offline payment processing feature that enables you to accept Card payments when your Card Reader is temporarily unable to establish an internet or payment network connection ("**Offline Payments**"). These payments will be processed for authorization and settlement when the internet connection is restored. If you use Offline Payments, you acknowledge that transactions are not authorized when accepted, and we cannot guarantee successful authorization or settlement. You understand that your Card Reader processes the payment request before funds are received from customer's Card. You acknowledge that we are not able to process these payments until an internet connection is restored. You assume all risks when using Offline Payments, including declined or expired transactions, chargebacks, disputes, and any financial losses. Offline Payments has specific

technical requirements, transaction limits and usage restrictions. For details visit our [\[Website\]](#). By using Offline Payments, you agree to follow these limitations and accept full responsibility for any consequences. We cannot contact your customers if a payment is declined or expires while offline. To the maximum extent permitted by law, we are not responsible for any losses, damages or claims to your use of Offline Payments.

### **3. Fees**

We charge fees for our Point of Sale Services as set out on the Fees page relating to the country in which you are registered with us as resident. You are liable for telephone charges and any charges made by your internet service provider or similar or associated charges as a result of the use by you of our services.

We may deduct our transaction-related fees from the amounts we transfer before those funds are credited to your PayPal balance. We will provide you with the details of the amounts you receive and our fees charged either by e-mail or in your transaction history (which you can access by logging into your Point of Sale Account).

Before signing up for and additionally when you agree these Terms, you confirm that you have been provided with fees that are unblended for the purposes of the Interchange Fee Regulations. By agreeing these Terms, you are making a written request to be provided with fees that are blended across card categories and brands. You agree that we may provide information on individual card-based transactions in an aggregated format.

### **4. Processing payment transactions**

In providing the Point of Sale Services, we will act as your payment service provider to process on your behalf card transactions carried out through the use of the Point of Sale Services. We will credit the funds in respect of those card transactions to your PayPal business account in accordance with these Terms.

The User Agreement applies as usual once funds are received into your PayPal business account. The User Agreement sets out how you can transfer funds in and out of your business account and any relevant time frames that apply.

For card transactions authorised after 5pm, funds will be credited to your PayPal business account when the transaction is authorised, but any requests to transfer or withdraw funds will be received by us on the next business day, in accordance with the User Agreement.

You authorise and instruct us to receive, hold, and disburse funds in accordance with these Terms on your behalf. This authorisation and instruction will remain in full force and effect until your Point of Sale Account is closed or terminated.

### **5. Statements**

We will make statements available to you on the PayPal App on a monthly basis in accordance with the User Agreement. It is your responsibility to check those statements. If you think a transaction has not been correctly carried out, or carried out later than agreed or charges and interest have been incorrectly applied, please let us know immediately and in any event no later than 13 months after the incorrect transaction took place.

### **6. Payout of funds**

Once a transaction has been authorised by the card issuer, the corresponding amount of the card transaction will be paid into your PayPal business account. We anticipate this will be instant, but settlement will be at least within the business day. Please note that there may be exceptional reasons (such as reasonable concerns about fraud) which could mean that the payment into your PayPal business account is delayed. We conduct fraud and risk checks before any payments are made.

We will deduct any applicable fees, Chargebacks, reserves, refunds, reversals, claims or other amounts you owe us, from the payments we make to your PayPal business account. You will be able to see details of all transactions processed in your Point of Sale Account., including any fees or charges deducted and the unique reference for the transaction.

## **7. Safeguarding**

When we hold funds from you that we are required to safeguard in accordance with the UK Payment Services Regulations 2017 (“PSRs”) or UK Electronic Money Regulations 2011 (“EMRs”) we place the funds in a separate safeguarding bank account held with an authorised credit institution. The funds are held in this account together with the funds of other customers, separate from our own money, until we transfer them to you in accordance with these Terms. We cannot use those funds for anything other than transferring the funds to you.

Nothing in the above provision stops us from deducting fees or other charges that we are entitled to collect under these Terms and any fees do not form part of the protected asset pool.

## **8. Restricting access to your account or suspending settlement**

We reserve the right to withhold, temporarily suspend and/or delay payouts to your PayPal business account and/or restrict access to any funds credited to your PayPal business account:

- a) where we need to conduct an investigation or resolve any pending dispute relating to your business account and/or as necessary to comply with the Card Scheme Rules, applicable law or court order or if otherwise requested by law enforcement or any governmental authority, and/or
- b) we reasonably believe that you have engaged in a Restricted Activity (as set out in the “Restricted Activities” section of the User Agreement).

Details about when we may place a hold or limitation on your PayPal business account or when we have created a reserve can be found under the “Holds, Limitations and Reserves” section of the User Agreement. If there has been no acceptance or processing of any payments on your Point of Sale Account for at least two consecutive years, we will notify you on the email address registered by you and/or associated with the Point of Sale Account and give you the option to keep your Point of Sale Account active or to close your Point of Sale Account. If you do not respond to our notice within ninety days, we will automatically close your Point of Sale Account and any funds that we hold on your behalf will be handled in accordance with applicable law.

We reserve the right to suspend your access to and use of the Point of Sale Services if you fail to promptly comply with any requests from us in accordance with the above.

## **9. Underwriting**

By signing up for the Point of Sale Services, you instruct and authorise us to perform credit checks, sanction controls and other verifications which may require that you supply such additional information and documentation as is reasonably required for us to verify your identity and fulfil all our anti-money laundering, counter terrorist financing and other regulatory obligations. We may perform additional credit

checks and verifications from time to time to determine whether you continue to be eligible for access to and use of the Point of Sale Services. We may also request your permission to do a physical inspection at your place of business and to examine your books and records that pertain to your compliance with these Terms. You agree to comply with any such requests without undue delay.

You authorise our Acquirers and us to, from time to time, retrieve information about you from, and provide information about you to, third parties, including credit reporting agencies or bureaus and other information providers, and you authorise and instruct such third parties to compile and provide such information to us.

We reserve the right to suspend your access to and use of the Point of Sale Services, if we determine that you are no longer eligible for access to and use of the Point of Sale Services or if you fail to promptly comply with any requests from us in accordance with the above.

#### **10. Card scheme rules and specific terms**

The Point of Sale Services are subject to the Card Scheme Rules and may also be subject to specific terms and conditions which apply to the use of certain payment methods ("**Specific Terms**") provided by us or a third party (a "**Third Party Payment Provider**"). The Card Scheme Rules applicable to merchants and the Specific Terms relating to the payment methods you have signed up for will form part of your agreement with us. Further information on the Card Scheme Rules and the Specific Terms can be found [here](#).

You agree that you will comply with the Card Scheme Rules and the Specific Terms and that the Card Scheme Rules and the Specific Terms have precedence over these Terms with regards to the relevant payment method and that, in case of any conflict between a provision in these Terms and the Card Scheme Rules/the Specific Terms, the following order of priority will apply: (i) the Card Scheme Rules, (ii) the Specific Terms and (iii) these Terms.

We may add, delete and amend certain payment methods at any time and the Card Scheme Rules and the Specific Terms may also be amended from time to time in accordance with the relevant terms and conditions. Such change can be made unilaterally by us, the Card Scheme Rules administrators, or the Third Party Payment Providers without notice but we will try to inform you in advance. Your continuing use of such payment method constitutes your consent and agreement to such additions, deletions or amendments.

#### **11. Making changes to these Terms**

We reserve the right to change these Terms, in accordance with our rights to make changes as set forth in the User Agreement, at any time. Unless there are exceptional circumstances (such as the need to meet legal or regulatory requirements or Card Scheme Rules), we will give you at least two months' notice of the changes.

Unless you notify us to the contrary, you will be deemed to have accepted the changes. If you do not agree to the changes, you may terminate these Terms without charge in accordance with section 28 (Termination) of these Terms.

#### **12. Card readers and other hardware**

To use the Point of Sale Services for sales from a physical sales location, you must, unless you are solely using the Tap to Pay Service, obtain one of our compatible card reader devices ("**Card Reader**").

Information about available Card Readers and how they can be purchased can be found on our [Website](#). You may also purchase Card Readers from our [Accessories Store](#) or from other authorised retailers.

You are also responsible to contact us if you suspect that your Card Reader, or any other hardware, has been tampered with or stolen.

### 13. Restrictions and limitations

You agree that you will not use the Point of Sale Services in connection with the businesses or business activities included in the list of [Prohibited Segments](#) and that you will comply, at all times, with the [Acceptable Use Policy](#).

In addition to any other obligations, requirements, restrictions or limitations set out in these Terms, you agree that you will not: a) apply a price threshold for accepting a Card, b) apply a higher price or additional fees for the use of a Card in connection with a transaction, unless permitted to do so under any laws, rules and regulations of your specific jurisdiction and the Card Scheme Rules, c) utilise any credit available on any Card to provide cash advances to customers, d) in relation to in-store transactions, carry out transactions in territories other than the United Kingdom and in currencies other than GBP, e) discriminate between Cards for any reason, unless permitted to do so under any laws, rules and regulations of your specific jurisdiction and the Card Scheme Rules, f) submit any transaction for processing that does not arise from your sale of products or services to your customer, i.e. you may not submit any transaction for processing which is originating from sales or activities offered by other parties, g) submit any transaction for processing that you know or should have known to be fraudulent or not authorised by the customer, h) act as a payment intermediary or aggregator or otherwise resell the Point of Sale Services, i) submit for processing any transaction representing the refinancing of an existing obligation of a customer, j) require any customer to waive its right to dispute a transaction, k) require any customer to disclose his/her PIN at any point during a Card transaction, l) print data referencing any customer's PIN or card number on any receipt, or m) process one purchase of goods and/or services as several payment transactions.

Our Acquirers and the Card Schemes may from time to time impose certain limits on merchants' annual Card transaction volume through the use of the Point of Sale Services. If your annual Card transaction volume exceeds the amount specified by the Card Schemes Rules, you will need to enter into additional agreements directly with our Acquirers ("**Commercial Entity Agreements**"). By accepting these Terms, you accept that, upon reaching these thresholds, the Commercial Entity Agreement(s) will automatically apply between you, us and the relevant Acquirer, respectively. You can find the agreements [here](#). In the absence of relevant Commercial Entity Agreement(s), we will not be able to accept transactions in excess of these thresholds.

You may not use the Point of Sale Services to carry out Card transactions with your own Cards or any Cards that are issued in your name.

You may not in any way refer to us, our Acquirers or the Card Schemes as having endorsed your products and/or services.

The use of the Point of Sale Services is subject to certain limits relating to daily Card transaction volume as further specified on our [Website](#).

### 14. Errors and unauthorised or illegal use

We will assume that you are the sender of any transactions and other instructions to us when sent using your Point of Sale Account credentials. You must notify us immediately through our [Website](#) or by contacting our customer success team at [support.uk@zettle.com](mailto:support.uk@zettle.com) if you discover or have reason to

believe that there has been an error or unauthorised or illegal use of your Point of Sale Account and, where possible, change your Point of Sale Account credentials to prevent any further errors and/or unauthorised or illegal use. You must provide us all information and documentation in your possession as to the circumstances of any such error and/or unauthorised or illegal use of your Point of Sale Account and take all reasonable steps requested by us to assist in our investigation.

## **15. Taxes**

Except as otherwise specified herein, or as otherwise mutually agreed upon by the parties, each party will bear its own Taxes under these Terms. "**Taxes**" means any taxes, charges, or similar assessments of any nature, including, without limitation, value-added, sales, digital services, stamp, transfer, or withholding taxes, assessable by any jurisdiction or governmental authority.

You are responsible for determining any and all Taxes assessed, incurred, or required to be collected, reported, paid, or withheld for any reason for the sale of your products and services and any payments you receive in connection with your use of the Point of Sale Services. You are solely responsible for collecting, withholding, reporting and remitting correct Taxes to the appropriate tax authority. We are not obligated to, nor will we determine whether Taxes apply or assume any liability in relation thereto, or calculate, collect, report, or remit any Taxes to any tax authority arising from your transactions.

## **16. Sales Taxes on PayPal's goods and services.**

The parties agree as follows in relation to expenses and taxes:

Unless otherwise expressly specified, all amounts payable by Merchant to PayPal due under these Terms are considered exclusive of applicable Taxes. The amounts payable by Merchant to PayPal under these Terms will therefore be increased by the amount of the applicable Taxes unless: (i) otherwise expressly specified herein, or (ii) PayPal has determined that there is a lawful exemption from such Taxes. If PayPal is required to add such Taxes to the amounts due under these Terms, it will issue a valid tax invoice to Merchant, made out in accordance with applicable legislation.

Merchant confirms it will not withhold any Taxes on amounts payable by Merchant to PayPal unless required under applicable law. In the event that Merchant is required to withhold any Taxes on any amounts payable to PayPal or make any deduction in relation hereto, the amounts payable to PayPal by Merchant will be increased by such additional amount to ensure that PayPal receives the full amount which would have been received had there been no deduction. Upon request, Merchant will timely deliver to PayPal a copy of the tax receipt documenting payment of the withholding tax to the relevant authorities. Upon reasonable request, PayPal will provide such forms, certifications or other documents as Merchant may timely request in order to reduce or exempt withholding taxes.

## **17. Information reporting**

We may request that you provide PayPal with your tax identification number and/or other tax-related documentation or information. If you do not provide the requested information to PayPal or keep documentation up to date in your business account, you may be subject to account holds or limitations.

## **18. Accepted cards**

The Point of Sale Service can be used to accept card transactions with most credit, debit and other types of cards (each a "**Card**") bearing the trademarks of the Card Schemes as further specified on our [Website](#). We may remove or add Cards that we accept at any time without prior notice to you. We will only process Card transactions that have been authorised by the applicable Card Scheme or Card issuer.

You agree that you are solely responsible for verifying the identity of your customers and the eligibility of each presented Card used to purchase your products and services and for all reversed or charged back transactions, regardless of the reason for, or timing of, the reversal or chargeback as further described herein.

You undertake to inform your customers of the possibility to pay by Card by displaying signage for all Card options provided by us as possible payment methods in your physical store or online.

## **19. Processing of payment transactions**

You must comply with any and all instructions provided by us to you regarding the acceptance and authorisation of payment transactions, including those available on our [Website](#). You undertake to ensure that all your employees and other eligible representatives who handle payment transactions on your behalf are informed of the content of these Terms in advance, and that they have received the training required to satisfy the requirements of these Terms.

When a payment transaction is made, we will update the transaction information in your Point of Sale Account confirming that the transaction has taken place and setting out the details of the transaction as further described in section 23 (Transaction Information) of these Terms.

You must provide customers with a receipt if they request one. Customers may receive an electronic receipt via email or SMS, rather than a paper receipt. It is your responsibility to inform your customer that you will use the PayPal Point of Sale App to send them a receipt via email or SMS before doing so.

An authorised payment transaction may not be withdrawn by you or your customer after the end of the day on which your customer authorised the transaction.

You agree that you will not provide any false or misleading descriptions of any payment transaction that you submit through the Point of Sale Services and that the descriptions given within itemised transactions will be an accurate and true description of the products and/or services being purchased.

We reserve the right not to authorise or process any payment transaction that you submit through the Point of Sale Service that we believe may be in violation of these Terms, the User Agreement, or any applicable laws, rules or regulations or that may expose you or us to harm, including but not limited to fraud or other criminal acts. You authorise us to share information with law enforcement about you, your transactions, or your use of the Point of Sale Services if we reasonably suspect that your Point of Sale Account has been used for unauthorised, illegal, or criminal purposes.

## **20. Processing card transactions**

You may use the Point of Sale Services to process card-present transactions (i.e. transactions where both the Card and the customer are present at the time of the transaction) by inserting the Card into the Card Reader or swiping the Card and obtaining the customer's PIN or obtaining the customer's signature. The PayPal Point of Sale App will prompt you as to what verification is necessary, based on a customer's Card. If a customer's Card includes an electronic chip, you must always prioritise obtaining chip and PIN authorisation before obtaining a signature.

Subject to availability in your country, you may also use the Point of Sale Services to process transactions where neither the customer nor the Card are present at the time of transaction and you manually key in the card number, expiration date, security code, and other required information via the PayPal Point of Sale App ("**Manual Card Entry**"). You are not permitted to process Manual Card Entry transactions when your customer's Card is present. To be eligible to process Manual Card Entry transactions, you must have successfully completed a Card transaction through a Card Reader. To enable the use of Manual Card Entry, you must follow the instructions and comply with any

requirements, in each case as determined by us, an Acquirer, or a Card Scheme. There are specific fees associated with processing Manual Card Entry transactions, as set forth on our [Website](#).

You may use the Point of Sale Services to process contactless transactions (i.e. transactions made using the contactless induction technology in a Card Reader or a compatible mobile device supporting contactless transactions made by Card or smartphone/device transaction using near field communication technology or QR codes), however you may not process a contactless transaction with a value exceeding the prevailing amount limit for that transaction set by an Acquirer, a Card Scheme and/or us from time to time, as set out on our [Website](#).

## **21. Refunds and returns**

You must submit all requests for refunds and adjustments for returns of your products or services through the Point of Sale Services in accordance with these Terms and the applicable Card Scheme Rules. To the extent possible refunds and adjustments related to Card transactions must be made to the customer's Card as used in the original transaction. You undertake to: a) maintain a fair return, cancellation or adjustment policy; b) disclose your return or cancellation policy to customers at the time of purchase; c) not give cash refunds to a customer in connection with a Card transaction, unless (i) required by law, or if unable to process the refund transaction to the same Card and if any of the conditions provided by Card Scheme Rules apply and (ii) PayPal has made available functionality to enable a cash refund to be made; and d) not accept cash or any other item of value for preparing a Card transaction refund.

Full refunds must be for the exact amount of the original transaction including tax and handling charges. The refund amount may not exceed the original sale amount except by an amount equal to any reimbursements to the customer for postage costs incurred for product returns. Refunds processed through the Point of Sale Services must be submitted within 30 (thirty) days of the original transaction. For approved refunds, we will deduct the refund amount (including any applicable fees) from funds owed to you from processing of other transactions, or funds on your business account. If these funds are not sufficient, you understand and agree that we are not obligated to process the refunds. If we do process such refunds and it results in a negative balance on your business account, you agree to pay all funds owed to us immediately on demand and any applicable process described in the User Agreement may be enacted.

You will be liable for any errors or failures when processing refunds (including for processing refunds when there is no original payment or for issuing any refund that is not of an equivalent amount to the original payment).

We may refuse to execute a refund if it does not meet the requirements of these Terms or is prohibited by applicable law. Where possible, we will inform you if we cannot execute the refund and provide reasons for the refusal.

## **22. Chargebacks**

Any amount attributable to a payment transaction may be reversed or charged back to your Point of Sale Account (i.e. debited from your PayPal business account) (a "**Chargeback**") if the transaction: a) is disputed in any way, b) is reversed for any reason by the Card issuer, c) was not authorised or we have reason to believe that it was not authorised, and/or d) is alleged to be illegal, suspicious or in violation of these Terms.

For any payment transaction we determine may result in a Chargeback, we have the right to withhold the potential amount of the Chargeback in a reserve. We may recover the amount of any Chargeback

and any associated fees, fines, and/or penalties assessed by the Card Schemes or our Acquirers from funds credited to your Point of Sale Account or paid out to your business account or any other funds due to you under these Terms.

If we believe that a Chargeback is likely with respect to any payment transaction, we may withhold the amount of the potential Chargeback from payments due to you under these Terms until such time that: a) a Chargeback is assessed due to a customer's complaint, in which case we will retain the funds, b) the period of time under applicable law or regulation by which the customer may dispute the transaction has expired, or c) we determine that a Chargeback on the transaction will not occur. If we are unable to recover funds related to a Chargeback for which you are liable, you will pay us the full amount of the Chargeback immediately on demand. You agree to pay all costs and expenses, including without limitation attorneys' fees and other legal expenses, incurred by or on behalf of us in connection with the collection of all balances unpaid by you.

If we determine that you are incurring an excessive number of Chargebacks or that Chargebacks related to you are too frequent, we may establish controls or conditions governing your Point of Sale Account, including without limitation: a) creating a reserve in an amount reasonably determined by us to cover anticipated Chargebacks and related fees, penalties or fines, and/or b) suspending your access to and use of the Point of Sale Services.

You agree to assist us when requested, at your expense, to investigate any transaction processed through the Point of Sale Services. You further agree that we may share information about a Chargeback with your customer, the customer's financial institution and the Acquirer, and our other service providers in order to investigate and/or mediate a Chargeback. You acknowledge that your failure to assist us in a timely manner when investigating a transaction, including providing necessary information and documentation within ten days of our request, may result in an irreversible Chargeback. We reserve the right, upon notice to you, to charge a fee for mediating and/or investigating Chargeback disputes.

### **23. Transaction information**

You may access your transaction information by logging into your Point of Sale Account. You will also be able to access downloadable reports. The transaction information will also show all fees incurred, any other amounts charged to your Point of Sale Account in the relevant period and information on payouts to your PayPal business account.

We will provide you with information regarding payment transactions with a reference enabling you to identify the transaction, the amount of the transaction in the currency in which your Point of Sale Account is credited and the amount of the fee for the transaction.

By accepting these Terms, you request and agree that we may aggregate this information for all Card transactions by brand, application, payment instrument categories and rates of interchange fees applicable to the transaction, as applicable, and that we make this information available to you periodically, at least once per month, via your Point of Sale Account in a format making it possible for you to store and reproduce the information in unchanged form.

### **24. Privacy and security**

The PayPal Privacy Statement and the "Your use (as a seller) of personal data; Data protection laws" provision of the User Agreement apply to your use of the Point of Sale Services.

You agree that we may contact and share information about you and your Point of Sale Account with our acquirers, the card schemes as well as partner banks and financial institutions, our software development and/or referral partners. This includes sharing information about you and your transactions for regulatory or compliance purposes, for use in connection with the management, maintenance and

improvement of our Point of Sale Services, to create and update customer records about you and for conducting risk monitoring and management processes. For more information on how we process your personal data, please read our [Privacy Policy](#).

In addition, you acknowledge that we are required to report your business name and the name of your beneficial owners and/or principals to the MATCH listing maintained by MasterCard and accessed and updated by American Express, and the VMAS database upheld by Visa, if applicable, pursuant to the requirements of the Card Scheme Rules. You acknowledge that we must fulfil the obligations related to such listing and reporting, and you waive and agree to hold us harmless from all claims and liabilities you may have as a result of such listing and reporting.

We are responsible for protecting the security of Card information in our possession. We have implemented administrative, technical and organisational procedures to protect Card information that is stored in our servers from unauthorised access and accidental loss, modification or disclosure.

You confirm and agree that you will protect and, save where required by law, not disclose, register or otherwise process any information that you may receive about your customers or other third parties while using the Point of Sale Services. You must notify us through our [Website](#) or by contacting our customer success team at [support.uk@zettle.com](mailto:support.uk@zettle.com) without undue delay if you become aware of or suspect any unauthorised access to or disclosure of such information. You may not disclose or distribute any information about your customers or other third parties or use such information for marketing or other purposes unless you have ensured an applicable legal ground in accordance with applicable data protection laws prior to such disclosure or distribution. You are solely responsible for compliance with any applicable privacy laws and regulations of your specific jurisdiction, including current requirements for e.g. registration or notification to the relevant supervisory authority, where applicable, implementing appropriate security measures and providing customers and third parties with information regarding the use of their personal data, including but not limited to how we (or other companies within the PayPal Group) may use such personal data.

In particular, you are solely responsible for ensuring that each of your customers has agreed to the handling, collection and storing of their contact details as well as your subsequent marketing activities, including sending digital receipts, per email or text message (as applicable). You must inform each customer that you will use the PayPal Point of Sale App to send such marketing messages based on the data they provide. By using the Point of Sale Services, you represent that the emails or phone numbers you use to contact your customers are provided to you and authorised by each customer, and that your use of the Point of Sale Services to contact your customers complies with applicable laws and regulations, as well as your privacy policy.

You agree that at all times you shall be compliant with the Payment Card Industry Data Security Standards (PCI DSS) and the Payment Application Data Security Standards (PA DSS), as applicable, and refrain from any actions which may lead to us to fail to comply with such standards.

If we believe that a security breach or compromise of Data has occurred, we may require you to have a third-party auditor approved by us conduct a security audit of your systems and facilities.

## **25. Your additional warranties**

You warrant to us that: a) any payment transaction submitted by you through the Point of Sale Services will represent a bona fide sale by you, b) any payment transaction submitted by you through the Point of Sale Services will accurately describe the products or services sold and delivered to your customer, c) you will fulfil all of your obligations to each customer on behalf of whom you submit a payment transaction and will resolve any customer dispute or complaint directly with the customer, d) you will, and any payment transactions submitted by you through the Point of Sale Services will, comply with all laws, rules and regulations applicable to your business and the Point of Sale Services, e) except in the

ordinary course of business, no payment transaction submitted by you through the Point of Sale Services will represent a sale to any principal, partner, proprietor, or owner of your business, f) you will not use the Point of Sale Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Point of Sale Services.

In connection with your Point of Sale Account, any business listing, and your use of the Point of Sale Services, you may be able to upload or provide photos, logos, products and other materials or information ("**Content**"). You agree that you will not upload or provide any Content unless you have created that Content yourself or you have permission from the content owner to do so. You grant us, our affiliates and our successors a worldwide, non-exclusive, royalty-free, fully-paid, transferable, and sub-licensable right to use, reproduce, modify, adapt, publish, prepare derivative works of, distribute, publicly perform and publicly display your Content in any media in order to provide and promote the Point of Sale Services. You retain all rights in your Content, subject to the rights granted to us in these Terms. You may modify or remove your Content via your Point of Sale Account or by terminating your Point of Sale Account, but your Content may persist in historical, archived or cached copies and versions thereof available on or through the Point of Sale Services.

You agree not to upload or provide Content or otherwise post, transmit, distribute, or disseminate through the Point of Sale Services any material that: a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, threatening, harassing, hateful or abusive, b) encourages conduct that would be considered a criminal offense or gives rise to civil liability, c) breaches any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property, d) contains corrupted data or any other harmful, disruptive or destructive files, or e) in our sole judgment, is objectionable or which may expose us, our affiliates or customers to harm or liability of any nature.

## **26. Your additional liability and indemnification**

Notwithstanding the above or any other provision of these Terms and in addition to what is set out in the User Agreement, you are responsible for all Chargebacks, reversals, refunds, fees, fines, penalties and other liabilities incurred by a third party or us caused by your access to and use of the Point of Sale Services and/or arising from any breach by you of any provision of these Terms. You agree to reimburse such third party or us for any and all such liability.

You agree that you are at all times liable for the actions or omissions of your Authorised Users and that you will indemnify and hold us harmless from any actions or omissions of your Authorised Users in connection with their use or misuse of your Point of Sale Account and the Point of Sale Services.

You also agree to defend, indemnify, and hold us, our Acquirers, the Card Schemes and each of our respective directors, agents, affiliates, service providers, and representatives harmless from and against any claim (including all third-party claims), cost, suit, demand, loss, liability, damage, action, proceeding judgment, penalty, interest and expense (including without limitation reasonable attorneys' fees) arising out of or relating to: a) any actual or alleged breach by you of any provision of the Card Scheme Rules, b) any payment transaction submitted by you through the Point of Sale Services, and c) third party indemnity obligations we incur as a direct or indirect result of your acts or omissions (including indemnification of any Acquirer, service provider, or Card Scheme).

## **27. Our liability**

If PayPal fails to comply with these Terms and does not exercise reasonable care and skill in providing the Point of Sale Services, PayPal is responsible for loss or damage you suffer that is a foreseeable result of its breach of these Terms or its negligence, but PayPal is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of a PayPal

breach or if it was contemplated by you and PayPal at the time you entered into these Terms. Losses of profit or business opportunities would not, for example, be foreseeable as consumers use PayPal accounts for personal not business use.

We won't be responsible for losses due to your breaching these Terms or acting unlawfully; or unavoidable, unforeseeable events outside of our control.

Nothing in these Terms limits or liability for fraudulent misrepresentation, gross negligence, wilful misconduct, for death or personal injury resulting from our negligence or to the extent such limitation or exclusion is not permitted by applicable law.

PayPal's maximum total liability to you in connection with these Terms for any event or series of connected events will not exceed fees paid by you in the previous twelve months.

Subject to this section 27 and the User Agreement, we are liable to ensure that payment transactions initiated through the Point of Sale Services are properly submitted to the end customer's payment service provider, through the applicable Card Scheme, Acquirer, or other intermediary service providers, and that payment transactions carried out through the Point of Sale Services are executed properly, provided that: a) the transaction has been authorised by the end customer, b) the transaction complies with these Terms, and c) you have complied with your obligations under these Terms.

If we fail to transmit a payment to a Card Scheme for onward transmission to a Card issuer, we will immediately re-transmit the payment on becoming aware. If we fail to correctly transmit the transaction data for a payment to the Card Scheme and/or the Card issuer, we will reimburse you for any charges and/or interest you had to pay as a result of the incorrect transmission of the payment, provided in both cases that you let us know as soon as possible (and no later than within 13 months of the relevant debit date for such charges and/or interest).

If an authorised payment transaction is not executed properly or not executed at all, we will, upon your request, use reasonable endeavours to trace the transaction and notify you of the outcome. If the error results in your receipt of less than the amount to which you were entitled, we will refund the amount and, where applicable, restore your business account to the state it would have been in had the transaction not taken place. If the error results in your receipt of more than the amount to which you were entitled, we will debit the extra funds from your business account. We will only attempt to correct transactions that you process incorrectly if you notify us of such error without undue delay and no later than 13 months of when the error first appeared on your electronic transaction history. If a refund is not executed correctly, we will take corrective action to ensure the proper execution of the refund.

Although we will use commercially reasonable efforts to provide the Point of Sale Services continuously, we do not warrant that the Point of Sale Services will be free from interruptions, delays or errors caused by our systems or other third party services providers, general Internet failures or force majeure. You must notify us without undue delay through our Website or by contacting our customer success team at [support.uk@zettle.com](mailto:support.uk@zettle.com) if you experience any interruptions, delays or errors in the Point of Sale Services, and provide all reasonably requested information and assistance in identifying and resolving such interruptions, delays or errors. From time to time we will perform maintenance and upgrades of the Point of Sale Services, which may result in interruptions, delays or errors in the Point of Sale Services. Although we will use commercially reasonable efforts to notify you in advance of any planned maintenance, we cannot guarantee that such notification will always be provided.

We do not own, control or have any responsibility or liability for any third party services or software applications you select to use in connection with the Point of Sale Services. We do not accept or assume any responsibility or liability for the operation or security of any third party services or software applications, for your inability to use the Point of Sale Services as a result of any third party services or

software applications or for your breach of the terms of your contract with any third party services or software applications as a result of using the Point of Sale Services or otherwise.

## **28. Your licence**

We grant you a personal, limited, revocable, non-exclusive, non-transferable, non-sublicensable licence to electronically access and use the Point of Sale Services solely to manage your Point of Sale Account and utilise such other services as we may make available through the PayPal Point of Sale App from time to time in accordance with these Terms and any Additional Terms. The Point of Sale Services include our websites, our mobile applications, software, programs, documentation, tools, internet-based services, components and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) thereto. You will be entitled to download updates to the Point of Sale Services, subject to any additional terms made known to you at that time, when we make these updates available.

While we want you to enjoy the Point of Sale Services, you may not, nor may you permit any third party to, do any of the following: a) access or monitor any material or information on our systems using any manual process or robot, spider, scraper or other automated means unless you have separately executed a written agreement with us that expressly grants you an exception to this prohibition, b) copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute the Services or any material or information that you receive, or is granted access to, from us, c) permit any third party to use and benefit from the Point of Sale Services via a rental, lease, timesharing, service bureau or other arrangement, d) transfer any rights granted to you under these Terms or any Additional Terms, e) violate the restrictions on the Point of Sale Services, work around, bypass or circumvent any of the technical limitations of the Point of Sale Services, use any tool to enable features or functionalities that are otherwise disabled in the Point of Sale Services, or decompile, disassemble or otherwise reverse engineer the Services, f) perform or attempt to perform any actions that would interfere with the proper functionality of the Point of Sale Services, prevent access to or use of the Point of Sale Services by our other customers, or impose an unreasonably or disproportionately large load on our infrastructure, or g) otherwise use the Point of Sale Services except as expressly allowed under these Terms and any Additional Terms.

## **29. Ownership**

The Point of Sale Services are licenced and not sold. We reserve all rights not expressly granted to you in these Terms and any Additional Terms. The Point of Sale Services are protected by patent, copyright, trademark, trade secret and other intellectual property laws. As between you and us, we own the title, copyright and other worldwide intellectual property rights in the Services and all copies of the Point of Sale Services. Neither these Terms nor any Additional Terms grants you any rights to our trademarks or service marks.

You may choose to or we may invite you to submit comments or feedback relating to the Point of Sale Services, including without limitation about how to improve the Services or our other products or services ("**Feedback**"). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction, that it will not place us under any fiduciary or other obligation, and that we are free to use the Feedback without any additional compensation to you and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, we do not waive any rights to use similar or related ideas previously known to us, or developed by our employees, or obtained from sources other than you.

## **30. Third party websites**

Our Website may contain links to third party websites. The inclusion of any website link does not imply an approval, endorsement or recommendation by us. You agree that you access any such website at

your own risk, and that such site is not governed by the terms and conditions contained in these Terms or any Additional Terms. We expressly disclaim any liability for these websites. Your browsing and interaction on any other website, including those that have a link on our website, is subject to that website's own rules and policies.

### **31. Termination and suspension**

These Terms are effective upon the date you agree to them and will remain in force until terminated. You may terminate use of the Point of Sale Services at any time. These Terms will survive your termination of the Point of Sale Services for so long as is necessary in our discretion to carry out their intent.

In addition to what is stated in the User Agreement, we may terminate these Terms or your use of all or part of the Point of Sale Services:

- a) at our convenience by providing you with 90 days' prior notice; or,
- b) without prior notice to you and with immediate effect:
  - (i) we reasonably believe that you are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity, or
  - (ii) we reasonably believe that you are submitting illegal transactions;
  - (iii) we are required to do so under Applicable Law, court order or an instruction or requirement of a regulatory authority, Card Scheme, an Acquirer, or a service provider, or
  - (iv) you fail to confirm your compliance with the Payment Card Industry Data Security Standards ("**PCI DSS**") and the Payment Application Data Security Standards (PA DSS) within 90 days of us giving you notice of your obligation to do so, unless the Card Scheme requires us to terminate these Terms earlier,
  - (v) we reasonably believe that you are not complying with PCI DSS, or
  - (vi) we reasonably believe that you have given us inaccurate information or have not given us information that we have requested within the requested timeframe, or
  - (vii) we are not satisfied with the outcome of any periodic 'Know Your Customer' or other diligence or background checks (for example creditworthiness), or
  - (viii) if owners or other persons associated with you appear on European or American sanction lists (such as OFAC's SDN list and the EU's list of economic sanctions or list of terrorists), or
  - (ix) we have good reason to believe your use of the Point of Sale Services as engaged in conduct that involves, or is likely to involve, the commission of an offence.

We will not be liable to you for compensation, reimbursement or damages in connection with any termination of these Terms, any Additional Terms or closing or suspension of your Point of Sale Account.

In addition to what is stated in the User Agreement, we may suspend your use of all or part of the Point of Sale Services or your Point of Sale Account or business account if:

- a) if you breach or otherwise do not comply with any provision of these Terms, any Additional Terms, or the User Agreement, or
- b) we have reason to believe that you are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity, or
- c) you pose an unacceptable credit or fraud risk to us, or
- d) you are declared insolvent, become subject to debt relief proceedings, enter into composition proceedings or similar debt relief arrangements, are declared bankrupt or enter into restructuring proceedings, or
- e) upon request of a Card Scheme, an Acquirer, or a service provider, or
- f) if our agreement with an Acquirer or Card Scheme expires or terminates for any reason, c) if we are de-registered as a payment facilitator by a Card Scheme, an Acquirer, or a service provider, or
- g) if in our reasonable opinion, your activities or actions are damaging to, or may damage, our image or reputation or the image or reputation of a Card Scheme, an Acquirer, or service provider, or
- h) if you have signed up for the Point of Sale Services as a company or other business entity and there is a change of control of such company or other business entity, or
- i) if owners or other persons associated with you appear on European or American sanction lists (such as OFAC's SDN list and the EU's list of economic sanctions or list of terrorists).

Any closure or suspension of your Point of Sale Account does not relieve you of your obligations under these Terms and we may elect to continue to hold any funds deemed necessary pending resolution of any other terms or obligations defined in these Terms, including but not limited to Chargebacks, fees, refunds, reversals, or other investigations or proceedings.

### **32. Complaints**

We want to hear from you if you feel unhappy with the Point of Sale Services received. You can complain by going to “Complaints” on the PayPal [Website](#) .

After completing the complaint escalation process, if the outcome is not to your satisfaction, you may be able refer your complaint to the UK Financial Ombudsman Service (“**FOS**”). The FOS is a free, independent service which might be able to settle a complaint between you and us. You may obtain further information regarding the FOS and contact the FOS at <https://www.financial-ombudsman.org.uk>. You may also make a complaint to the Financial Conduct Authority. Information on contacting the Financial Conduct Authority can be found at <https://www.fca.org.uk/contact>.

### **33. Personal guarantee and other security**

If you have signed up for the Point of Sale Services as a company or other business entity, you confirm and agree that we may require a personal guarantee from an owner, director, principal or other representative of your business or the establishment of a bank guarantee or provision of other suitable security for the due performance of your payment obligations under these Terms. Additionally, to secure

your performance of these Terms, you grant us a legal claim against the funds in your business account as security for any amount you may owe us. If we require a personal guarantee, bank guarantee or other form of security we will specifically inform you. You agree that we will determine the extent of such guarantees or other security. We reserve the right to suspend your access to and use of the Point of Sale Services if you fail to deliver such guarantees or other security upon our request.

#### **34. Audit rights**

You confirm and agree that we may require you to allow us, or a third party designated by us, to conduct an audit of your business and facilities in order to ensure your compliance with these Terms and the Card Scheme Rules.

We reserve the right to suspend your access to and use of the Point of Sale Services if you fail to allow us, or a third party designated by us, to conduct such audit upon our request.

#### **35. Servicing, deduction and collection rights**

If you have taken up a loan from, or utilised any other form of financing arrangement offered by any other company within the PayPal Group, you acknowledge and instruct us that any sums due (or otherwise agreed to be paid) in respect of such loan or financing may be collected, deducted and subsequently remitted to the relevant lender or financing provider (or its respective account bank or other service provider) on your behalf from your transaction proceeds or any other funds held or maintained by us on your behalf until such time the amount owed by you under such loan or financing arrangement has been repaid in full. In this context, you authorise and instruct us to comply with collection, deductions and remittance requests received from the relevant lender or financing provider (or its respective account bank or other service provider) on your behalf.

#### **36. Specific terms relating to the Invoicing Service**

You may only use the Invoicing Service in order to issue, manage and administer invoices in accordance with these Terms. Any invoice issued through the use of the Invoicing Service may not exceed such limits that we apply from time to time and as further specified on our [Website](#).

The Invoicing Service enables you, when your customer chooses to pay by invoice, independently to collect information concerning your customers and to subsequently store and process such information about your customer to the extent necessary for you to issue, manage and administer invoices through the use of the Invoicing Service ("**Customer Information**"). Customer Information may include e-mail address, name, address, personal identification number (or equivalent), trade name, registration number, telephone number and information concerning the purchase.

When issuing an invoice through the Invoicing Service, your customer will receive an email, which includes the invoice and a link to a website where your customer can pay the invoice online. When your customer has paid the invoice online by Card or by using any other online payment method made available by us in your jurisdiction in a correct manner, your customer shall be deemed to have fulfilled its payment obligation to you in relation to such invoice.

When using the Invoicing Service you agree that we are not responsible, for, will have no liability in respect of, and that you are solely responsible for a) issuing, managing and administrating the invoices generated through the use of the Invoicing Service in accordance with all applicable laws, rules and regulations and your privacy policy, b) the accuracy and completeness of your invoices, c) ensuring that your customers pay in accordance with the invoice issued through the use of the Invoicing Service, d) any payment instructions being incorrect, e) funds that, due to you providing incorrect information to us, have been transferred to a bank account that does not belong to you, and f) the recipient of the invoice having such technical installations, firewalls, domains, software etc. that makes it impossible to receive

electronic messages, and g) providing sufficient support, in the event such is required, to your customer concerning the invoices issued through the use of the Invoicing Service, about the products and/or services or equivalent provided by you, or in relation to other questions or circumstances that we are not responsible for.

You are responsible for, and warrant, to collect, store and process Customer Information in accordance with all applicable laws, rules and regulations and your privacy policy, which includes having the right, and having ensured to have an appropriate lawful basis in place, to be able to collect, store and process the Customer Information obtained through the use of the Invoicing Service. Notwithstanding the foregoing, we will handle any errors in accordance with what is set out in section 27 (Our liability).

### **37. Specific terms relating to the gift card service**

The Gift Card Service provides you a platform where you can offer your customers gift cards to use in your physical store for your products and services and manage and administer the sale of gift cards. The Gift Card Service is integrated into your Point of Sale and enables you to sell, track and redeem gift cards in your physical store. The Gift Card Service does not include the supply of physical cards or other value certificates. Additional information about the Gift Card Service can be found on our [Website](#).

You are solely responsible for issuance and management of gift cards. We assume no liability to verify or otherwise control gift cards issued by you to customers, and you are solely responsible for providing accurate descriptions, information and content relating to gift cards issued by you under the Gift Card Service.

Gift cards issued by you must only be redeemable at your store(s) for goods and/or services provided by you at your premise(s).

Your issuance of gift cards via the Gift Card Service is subject to VAT. You acknowledge and understand that the Gift Card Service only supports multi-purpose vouchers meaning that any VAT due is only payable when the voucher is redeemed for goods or services.

You may not issue gift cards through the Gift Card Service valid longer than thirty- six (36) months from the date of issuance.

You may not provide a cash refund on gift cards except to the extent required by law. You may not redeem a previously issued gift card with another gift card. Any liability for the use or misuse of your gift cards, and any third party claims arising from or relating to your gift cards, are your sole responsibility.

You may only accept payment for gift cards through such payment methods offered by us from time to time in your jurisdiction, such as Card payments or cash.

You are responsible for providing information to your customers about the terms in these Terms applying to issued gift cards, for example that you may not provide a cash refund, that amount thresholds apply and that there are only certain payment methods that are accepted. Further, you agree to inform your customers about the expiration date of the issued gift card as set out on the receipt you are required to provide in accordance with section 19(Processing of payment transactions).

You are solely responsible for compliance with laws and regulations that apply to your gift cards. You are also responsible for providing customer services for buyers and holders of gift cards.

Your use of the Gift Card Service may mean that you are: a) issuing electronic money in the United Kingdom, which may require you to be authorised by, or registered with, the Financial Conduct Authority (FCA) as an electronic money institution (EMI) pursuant to the EMRs; and/or b) providing payment services in the UK, which may require you to be authorised by, or registered with, the FCA as an EMI

pursuant to the EMRs, with permission to carry out payment services; or as a payment institution (PI) pursuant to the PSRs.

Under the PSRs and EMRs, a person providing payment services or issuing electronic money without FCA authorisation or registration in reliance on the exclusion known as the "limited network exclusion" (LNE), must notify the FCA where the total value of the payment transactions executed through such services and/or made with the electronic money in any period of twelve months exceeds 1 000 000 euros (or its equivalent in foreign currency). You are solely liable to, and responsible for, reporting your activities to the FCA in accordance with the provisions of the PSRs or EMRs.

Subject to your compliance with these Terms, we consider that your use of the Gift Card Service falls within the LNE, i.e. that you are not deemed to be issuing electronic money under the EMRs or providing regulated payment services under the PSRs. However, the laws and regulations in the UK may change at any time and you are at any given time solely responsible to make an assessment of applicable laws and regulations and determine whether or not your use of the Gift Card Service requires authorisation from the FCA or not.

### **38. Specific terms relating to partner applications**

Through your Point of Sale Account settings, you may give, remove and manage authorisations for certain third party service providers ("**Partners**") to take certain actions on your behalf by connecting to your Point of Sale Account, such as to access and retrieve your Point of Sale Account data. By authorising a third party software application (a "**Partner App**") to connect to your Point of Sale Account you are authorising and instructing us to permit the Partner App to take such actions as are permitted by your authorisations. A Partner App, once authorised, will continue to have access to your Point of Sale Account and be authorised to take such actions as are permitted by your authorisations until you actively withdraw your authorisation by changing the settings in your Point of Sale Account. You acknowledge that the access to your Point of Sale Account data by a Partner and the use of any service of a Partner is governed solely by the terms and conditions and policies of such Partner. You are solely responsible for your access to and use of Partner Apps and you are therefore advised to carefully read any terms and conditions and policies concerning your access to and use of Partner Apps. You acknowledge and agree that you will not hold us responsible for, and will indemnify us from, any liability arising from the actions or inactions of any Partners in connection with any authorisations you give.

### **39. Specific terms relating to the Customer Service Feature**

The Customer Service feature ("**Feature**") provides you with the ability to collect your customers' data, get insights about your customers and send your customers marketing communications. If the Feature is available in your country:

(a) by using the Feature, you agree that: a) you are responsible for obtaining customer consent to collect your customers' information for marketing purposes, including by phone or text messages and you will not market to those customers using this Feature unless you receive that consent; b) you will only collect data from customers who are eighteen (18) years or older; c) you will respect all opt-out requests from your customers and will not use the Feature to contact them if they remove their names from the Feature; d) you are responsible for providing your privacy policy to your customers; and e) your use of the Feature will be in accordance with applicable laws, rules and regulations.

(b) You agree to comply with by our instructions, as amended from time to time and which may be provided without any certain amount of minimum advance notice, regarding the use of the Feature.

### **40. Additional services and subscriptions**

We (or other companies within the PayPal Group) may offer additional Point of Sale branded services as part of the Point of Sale Services to you subject to you agreeing to the Additional Terms applicable to such additional services. Where you and we (or another company within the PayPal Group) agree on the provision of such Point of Sale Services, the Additional Terms governing such Point of Sale Services will apply between us (or such other company within the PayPal Group) and you in respect of such Services. To the extent provided for in the Additional Terms, these Terms will apply in respect of such Point of Sale Services and such Point of Sale Services will be deemed included in the definition of "Point of Sale Services" in these Terms.

We (or another company within the PayPal Group) may offer one or more of such Point of Sale Services as a subscription ("**Subscription**"). By signing up for a Subscription, you agree that these Terms will govern your access to, and use of the Point of Sale Services included in, the Subscription, in addition to any Additional Terms. A Subscription will automatically renew each month until you terminate it in accordance with these Terms or any Additional Terms.

By signing up for any additional Point of Sale Service or a Subscription, including after the end of a free trial period, you agree to pay either (i) us (on our own behalf being the provider of the additional service or Subscription, or on behalf of such other company within the PayPal Group providing the additional service or Subscription), or (ii) such other company within the PayPal Group providing the additional Point of Sale branded services or the Subscription, the fees and any applicable taxes as set forth in our [Website](#) and/or in your Point of Sale Account settings or as otherwise agreed in writing as and when due. Additional fees may be paid by debit card, credit card, invoice or deducted from your transaction proceeds, as applicable. If you connect a debit or credit card to your Point of Sale Account, you authorise us (or the applicable company within the PayPal Group) to collect additional fees by charging your connected debit or credit card.

Monthly recurring fees are payable in advance. Unless otherwise provided in these Terms or any Additional terms, you will not be entitled to refunds of any fees already paid. In the event you terminate these Terms and/or Additional Terms in accordance with section 31, you will be entitled to use your Subscription until the next monthly fee is due to be paid.

#### **41. Assignment**

Please refer to the "Assignment" section in the User Agreement.

#### **42. Force majeure**

No party will be liable for delays in processing or other non-performance caused by such events as fires, telecommunications or internet failures, utility failures, power failures, equipment failures, employment strike, riots, war, terrorist attack, non-performance of vendors or suppliers or other causes over which the respective party has no reasonable control.

Notwithstanding the foregoing, a party shall not be liable under these Terms or any applicable Additional Terms (or portion thereof) in cases of abnormal and unforeseeable circumstances beyond the control of such party to the extent the consequences of such circumstances would have been unavoidable, or where we are bound by other legal obligations covered by EU or national law.

You agree that you will remain liable for all fees incurred for Point of Sale Services that we provide under these Terms or any applicable Additional Terms and nothing in this section 42 will result in a waiver of any such fees.

#### **43. Survival**

Any provision that is reasonably necessary to accomplish or enforce the purpose of these Terms and any applicable Additional Terms will survive and remain in effect in accordance with its respective terms upon the termination of these Terms and any applicable Additional Terms.

**44. Governing law and jurisdiction**

The governing law and jurisdiction applicable to these Terms is the governing law that is applicable to your User Agreement.