



Propell Payment Services Terms & Conditions

Section A: General Terms

1. Overview of this Agreement

This Agreement provides a general description of the Services Propell, via Propell Payments may provide to you, including those allowing you to accept payments from purchasers of your goods or services or donors to your organization (your “Customers”). We provide you with a more detailed description of the Services through published software libraries and application programming interfaces that may be used to access the Services (the “APIs”) and additional resources we make available to you on our website.

2. Your Payments Account

a. Registration and Permitted Activities: Only businesses (including sole proprietors), bona fide charitable organizations, and other entities or persons located in Australia are eligible to apply for a Propell Payments Account to use the Services described in this Agreement. Propell and its affiliates may provide Services to you or your affiliates in other countries or regions under separate agreements.

To register for a Propell Payments Account, you or the person or people submitting the application (your “Representative”) must provide us with your business or trade name, physical address, email, phone number, business identification number, URL, the nature of your business or activities, and certain other information about you that we require. We may also collect personal information (including name, birthdate, and

government-issued identification number) about your beneficial owners, principals, and your Propell Account administrator. Until you have submitted, and we have reviewed and approved all required information, your Payment Account will be available to you on a preliminary basis only, and we may terminate it at any time and for any reason.

If you use Payment Services, your name (or the name used to identify you) and URL may appear on your Customers' bank or other statements. To minimize confusion and avoid potential disputes, these descriptors must be recognizable to your Customers and must accurately describe your business or activities. You may only use Payment Services to facilitate Transactions (as defined below) with your Customers. You may not use Payment Services to send money to others, to conduct any personal or noncommercial transactions, or for any other purposes prohibited by this Agreement.

b. Business Representative: You and your Representative individually affirm to Propell that your Representative is authorised to provide the information described in this Section A.2 on your behalf and to bind you to this Agreement. We may require you or your Representative to provide additional information or documentation demonstrating your Representative's authority. Without the express written consent of Propell, neither you nor your Representative may register or attempt to register for a Propell Account on behalf of a user Propell previously terminated from use of the Services.

If you are an individual trader, you and your Representative also affirm that your Representative is personally responsible and liable for your use of the Services and your obligations to Customers, including payment of any amounts owed under this Agreement.

The following special requirements apply to you if you are not at least 18 years old. If you are a legal entity, your Representative must either obtain the consent of your board or of an authorised officer; and if you are an individual or sole proprietor, your Representative must be your parent or legal guardian. Any such approving board, authorised officer, parent, or legal guardian is responsible to Propell and is legally bound to this Agreement as if it had agreed to the terms of this Agreement itself.

c. **Validation and Underwriting:** At any time during the term of this Agreement and your use of the Services, we may require additional information from you to verify beneficial ownership or control of the business, validate information you provided, verify you or your Representative's identity, and assess the risk associated with your business. This additional information may include business invoices, copies of government-issued identification, business licences, or other information related to your business, its beneficial owners or principals. If you use Payment Services, we may also request that you provide copies of financial statements or records pertaining to your compliance with this Agreement, or require you to provide a personal or company guarantee. Your failure to provide this information may result in suspension or termination of your Propell Payments Account.

You authorise us to retrieve information about you from our service providers, including credit and information bureaus. You acknowledge that this may include your name, addresses, credit history, and other data about you or your Representative. You acknowledge that we may use your information to verify any other information you provide to us, and that any information we collect may affect our assessment of your overall risk to our business. You acknowledge that in some cases, such information may lead to suspension or termination of your Propell Payments Account. Propell may periodically update this information as part of our underwriting criteria and risk analysis procedures.

d. **Changes to Your Business, Keeping your Propell Account Current:** You agree to keep the information in your Propell Account current. You must promptly update your Propell Account with any changes affecting you, the nature of your business activities, your Representatives, beneficial owners, principals, or any other pertinent information. We may suspend your Propell Payments Account or terminate this Agreement if you fail to keep this information current.

You also agree to promptly notify us in writing no more than three days after any of the following occur: you are the subject of any voluntary or involuntary insolvency petition or

proceeding, receivership, bankruptcy, or similar action; there is an adverse change in your financial condition; there is a planned or anticipated liquidation or substantial change in the basic nature of your business; you transfer or sell 25% or more of your total assets, or there is any change in the control or ownership of your business or parent entity; or you receive a judgment, writ or warrant of attachment or execution, or levy against 25% or more of your total assets.

3. Your Relationship with Your Customers

You may only use the Services for legitimate Transactions with your Customers. You know your Customers better than we do, and you are responsible for your relationship with them. Propell is not responsible for the products or services you publicize or sell, or that your Customers purchase using the Services; or if you accept donations, for your communication to your Customers of the intended use of such donations. You affirm that you are solely responsible for the nature and quality of the products or services you provide, and for delivery, support, refunds, returns, and for any other ancillary services you provide to your Customers.

Propel Payment provides Services to you but we have no way of knowing if any particular purchase, sale, donation, order, or other transaction (each a "Transaction") is accurate or correct, or typical for your business. You are responsible for knowing whether a Transaction initiated by your Customer is erroneous (such as a Customer purchasing one item when they meant to order another) or suspicious (such as unusual or large purchases, or a request for delivery to a foreign country where this typically does not occur). If you are unsure if a Transaction is erroneous or suspicious, you agree to research the Transaction and, if necessary, contact your Customer before fulfilling or completing the Transaction. You are solely responsible for any losses you incur due to erroneous or fraudulent Transactions in connection with your use of the Services.

4. Fees and Fines

Propell will provide the Services to you at the rates and for the fees (“Fees”) described in the Fee Schedule, linked here and incorporated into this Agreement. The Fees include charges for Transactions (such as processing a payment) and for other events connected with your Propell Payment Account (such as handling a disputed charge). We may revise the Fees at any time upon 30 days’ notice to you. We may charge additional Fees for cross-border transactions or foreign exchange services. In addition to the Fees, you are also responsible for any penalties or fines imposed on you or Propell by any bank, money services business, payment network, or other financial intermediary (each a “Financial Services Provider”) resulting from your use of Payment Services in a manner not permitted by this Agreement or a Financial Services Provider’s rules and regulations.

You are also obligated to pay all taxes, fees and other charges imposed by any governmental authority (“Taxes”), including without limitation any value added tax, goods and services tax, provincial sales tax and/or harmonized sales tax on the Services provided under this Agreement. If you are tax-exempt, you will provide us with an appropriate certificate or other evidence of tax exemption that is satisfactory to us.

Current Pricing;

.30c +gst + 1.90% or as negotiated with Propell

5. Services and Propell Payments Account Support

We will provide you with support to resolve general issues relating to your Propell Account and your use of the Services. You are solely responsible for providing support to Customers regarding Transaction receipts, product or service delivery, support, returns, refunds, and any other issues related to your products and services and

business activities. We are not responsible for providing support for the Services to your Customers.

6. Taxes and Other Expenses

Our fees are exclusive of any applicable Taxes, except as expressly stated to the contrary. You have sole responsibility and liability for: (i) determining what, if any, Taxes apply to the sale of your products and services, acceptance of donations, or payments you receive in connection with your use of the Services; and (ii) assessing, collecting, reporting, and remitting Taxes for your business to the appropriate tax and revenue authorities. If we are required to withhold any Taxes, or we are unable to validate any tax-related identification information you provide to us, we may deduct such Taxes from amounts otherwise owed and pay them to the appropriate taxing authority. If you are exempt from payment of such Taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to your tax-exempt status. Upon our reasonable request, you must provide us with information regarding your tax affairs. We may send documents to you and tax authorities for Transactions processed using the Services. Specifically, pursuant to applicable Law, we may be required to file periodic informational return with taxing authorities in relation to your use of the Services. We also may, but are not obliged to, electronically send you tax-related information.

7. Service Limitations, Prohibited Activities, and Security Controls

a. **Compliance with Applicable Laws:** You must use the Services in a lawful manner, and must obey all laws, rules, and regulations (“Laws”) applicable to your use of the Services and to Transactions. As applicable, this may include compliance with domestic and international Laws related to the use or provision of financial services, notification and consumer protection, unfair competition, privacy, and false advertising, and any other Laws relevant to Transactions.

b. **Restricted Businesses and Activities:** You may not use the Services, for your benefit or the benefit of another, for any activities Propell has identified as a [restricted business or activity](#) (collectively, “Restricted Businesses”). Restricted Businesses include use of the Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the United States or Australia.

Please review the list of [Restricted Businesses](#) thoroughly before registering for and opening a Propell Payments Account. We may add to or update the Restricted Business List at any time.

c. **Other Restricted Activities:** You may not use the Services to facilitate illegal Transactions or to permit others to use the Services for noncommercial, personal, or household purposes. In addition, you may not allow, and may not allow others to: (i) access or attempt to access non-public payment systems, programs, data, or services; (ii) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of the Services, Documentation, or our website except as expressly permitted by applicable Laws; (iii) act as service bureau or pass-through agent for the Services with no added value to Customers; (iv) transfer any rights granted to you under this Agreement; (v) work around any of the technical limitations of the Services or enable functionality that is disabled or prohibited; (vi) reverse engineer or attempt to reverse engineer the Services except as expressly permitted by Laws; (vii) perform or attempt to perform any actions that would interfere with the normal operation of the Services or affect use of the Services by our other users; or (ix) impose an unreasonable or disproportionately large load on the Service.

8. Suspicion of Unauthorised or Illegal Use

We may refuse, condition, or suspend any Transactions that we believe may violate this Agreement or other agreements you may have with Propell; or that expose you, Propell,

or others to risks unacceptable to Propell. If we suspect or know that you are using or have used the Services for unauthorised, fraudulent, or illegal purposes, we may share any information related to such activity with the appropriate financial institution, regulatory authority, or law enforcement agency consistent with our legal obligations. This information may include information about you, your Propell Payments Account, your Customers, and Transactions made through your use of the Services.

9. Disclosures and Notices; Electronic Signature Consent

a. Consent to Electronic Disclosures and Notices: By registering for a Propell Payments Account, you agree that such registration constitutes your electronic signature, and you consent to electronic provision of all disclosures and notices from Propell (“Notices”), including those required by Law. You also agree that your electronic consent will have the same legal effect as a physical signature.

10. Termination

a. Term and Termination: This Agreement is effective upon the date you first access or use the Services and continues until terminated by you or Propell. You may terminate this Agreement by closing your Propell Account at any time. If you use the Services again or register for another Propell Account, you are consenting to this Agreement. We may terminate this Agreement or close your Propell Account at any time for any reason by providing you Notice. We may suspend your Propell Account and your ability to access funds in your Propell Account, or terminate this Agreement, if (i) we determine in our sole discretion that you are ineligible for the Services because of significant fraud or credit risk, or any other risks associated with your Propell Account; (ii) you use the Services in a prohibited manner or otherwise do not comply with any of the provisions of this Agreement; or (iii) any Law or Financial Services Provider requires us to do so.

b. **Effects of Termination:** Termination does not immediately relieve you of obligations incurred by you under this Agreement. Upon termination, you agree to (i) complete all pending Transactions, (ii) stop accepting new Transactions through the Service, and (iii) immediately remove all Propell or payment network logos from your website (unless permitted under a separate licence with the payment network). Your continued or renewed use of the Services after all pending Transactions have been processed serves to renew your consent to the terms of this Agreement.

In addition, upon termination you understand and agree that (i) all licences granted to you by Propell under this Agreement will end; (ii) we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers within 10 days of termination; (iii) we will not be liable to you for compensation, reimbursement, or damages related to your use of the Services, or any termination or suspension of the Services or deletion of your information or account data; and (iv) you are still liable to us for any Fees or fines, or other financial obligation incurred by you or through your use of the Services prior to termination.

Section C: Payment Services

1. Payment Services Overview

Propell provides you Payment Services through various Financial Services Providers, via Propell. Payment Services allow you to accept payment from your Customers for Transactions. We may limit or refuse to process Charges (as defined below) for any Restricted Businesses, or for Charges submitted in violation of this Agreement. To use the Payment Services, you must also accept separate agreements with the Financial Services Providers as described in Section 5.

The following terms used in this section relate to your use of Payment Services:

“Charge” means a credit or debit instruction to capture funds from an account that a Customer maintains with a bank or other financial institution in connection with a Transaction.

“Refund” means an instruction initiated by you to return funds to a Customer for an existing Charge.

“Dispute” means an instruction initiated by a Customer with a Financial Services Provider or us to return funds for an existing Charge (including a chargeback on a payment card network; or a dispute on a debit network).

“Reversal” means an instruction initiated by a Financial Services Provider or us to return funds for an existing Charge. Reversals may result from (i) invalidation of a charge by a Financial Services Provider; (ii) funds settled to you in error or without authorisation; and (iii) submission of a Charge in violation of Network Rules, or where submission of the Charge or your use of Payment Services violates this Agreement.

“Return” means an instruction initiated by you, a Customer, or a Financial Services Provider to return funds unrelated to an existing Charge.

“Transfer” means an instruction to credit funds to or debit funds from an account you designate with a Financial Services Provider.

“Fine” means any fines, levies, or other charges imposed by us or a Financial Services Provider caused by your violation of Laws or this Agreement, or as permitted by Network Rules.

“Network Rules” means the guidelines, bylaws, rules, and regulations imposed by the Financial Services Providers that operate payment networks supported by Propell (including the payment card network operating rules for Visa, MasterCard, or the American Express networks).

2. Registering for Use of Payment Services

When you register for a Propell payments Account, you may be asked for financial information, or information we use to identify you, your Representatives, principals, beneficial owners, and other individuals associated with your Propell Payment Account. Throughout the term of this Agreement, we may share information about your Propell Account with Financial Services Providers in order to verify your eligibility to use the Payment Services, establish any necessary accounts or credit with Financial Services Providers, monitor Charges and other activity, and conduct risk management and compliance reviews. We will review and may conduct further intermittent reviews of your Propell Account information to determine that you are eligible to use the Payment Services.

3. Processing Transactions, Disputes

You may only submit Charges through the Payment Services that are authorised by your Customers. To enable us to process Transactions for you, you authorise and direct Financial Services Providers to receive and pay any funds owed to you through the Payment Services, and you will identify Propell as your agent for purposes of providing the Payment Services to you.

Except where Propell and a Customer have otherwise agreed, you maintain the direct relationship with your Customers and are responsible for: (i) acquiring appropriate consent to submit Charges through the Payment Services on their behalf; (ii) providing confirmation or receipts to Customers for each Charge; (iii) verifying Customers' identities; and (iv) determining a Customer's eligibility and authority to complete Transactions. However, even authorised Transactions may be subject to a Dispute. Propell is not responsible for or liable to you for authorised and completed Charges that are later the subject of a Dispute, Refund, or Reversal, are submitted without authorisation or in error, or violate any Laws.

You are immediately responsible to us for all Disputes, Refunds, Reversals, Returns, or Fines regardless of the reason or timing. In many but not all cases, you may have the ability to challenge a Dispute by submitting evidence through the API or the Dashboard. We may request additional information to provide to Financial Services Providers to assist you in contesting the Dispute, but we cannot guarantee that your challenge will be successful. Financial Services Providers may deny your challenge for any reason they deem appropriate. Where a challenge is entirely or partially successful, a Financial Services Provider may credit funds associated with the Charge that is the subject of the Dispute (or a portion thereof) to your Propell Account.

Please keep in mind that you are liable for all losses you incur when lost or stolen payment credentials or accounts are used to purchase products or services from you. Propell does not and will not insure you against losses caused by fraud under any circumstances. For example, if someone pretends to be a legitimate buyer but is a fraudster, you will be responsible for any resulting costs, including Disputes, even if you do not recover the fraudulently purchased product. Even if we work with you to assist you or law enforcement in recovering lost funds, Propell is not liable to you, or responsible for your financial losses or any other consequences of such fraud. We provide the Security Controls described in Section D.3 to help you mitigate the risk of fraud losses on your Propell Account, and we strongly encourage you to review and use the Security Controls appropriate for your business.

A Financial Services Provider or we may issue a Reversal for any Charge where a Charge is made without the account owner's authorisation, in connection with a Restricted Business, that violates the Network Rules, or for many other reasons. If a Financial Services Provider or we issue a Reversal, we will provide you Notice and a description of the cause of the Reversal.

4. Responsibilities and Disclosures to Your Customers

It is very important to us that your Customers understand the purpose, amount, and conditions of Charges you submit to us. With that in mind, when using the Payment Services you agree to: (i) accurately communicate, and not misrepresent, the nature of the Transaction, and the amount of the Charge in the appropriate currency prior to submitting it to the API; (ii) provide a receipt that accurately describes each Transaction to Customers; (iii) provide Customers a meaningful way to contact you in the event that the product or service is not provided as described; (iv) not use Services to sell products or services in a manner that is unfair or deceptive, exposes Customers to unreasonable risks, or does not disclose material terms of a purchase in advance; and (v) inform Customers that Propell and its global affiliates process Transactions (including payment Transactions) for you. You also agree to maintain a fair return, refund, cancellation, or adjustment policy, and clearly explain the process by which Customers can receive a Refund.

You may use some Payment Services to receive recurring or subscription payments from your Customers. If you use the Payment Services to submit these recurring or subscription Charges, you agree to comply with applicable Laws, including clearly informing Customers in advance of submitting the initial Charge that they will be charged on an ongoing basis and explaining the method for unsubscribing or cancelling their recurring billing or subscription.

If you engage in Transactions with Customers who are individuals (i.e. consumers), you specifically agree to provide consumers disclosures required by Law, and to not engage in unfair or deceptive acts or practices.

5. Financial Services Providers and Payment Method Providers

We may add or remove Financial Services Providers or payment methods at any time. The Financial Service Terms and Payment Terms may also be amended from time to

time. Your continuing use of the Payment Services constitutes your consent and agreement to such additions, removals and amendments.

You authorise Financial Services Providers to hold, receive, and disburse funds on your behalf; and to instruct such Financial Services Providers as to how and when funds are transferred to you. You also authorise us to designate which Financial Services Providers may hold settlement funds, on deposit and in trust, pending transfer of funds to you in accordance with the terms of this Agreement. A clearing account through which funds are settled will be maintained by a Financial Services Provider, and transfers to you from this account will be a full and final payment by the Financial Services Provider to you.

6. Specific Payment Methods

When accepting payment card payments, you must comply with all Network Rules applicable to merchants, including the Network Rules provided by [Visa](#), [MasterCard](#), and [American Express](#).

These Network Rules state that you may only accept payment using payment cards for bona fide legal commercial transactions, may only use payment network trademarks or service marks consistent with the Network Rules, and may not discriminate by card type or charge surcharges for acceptance of payment cards.

You will not impose an excessive fee or surcharge on a customer that seeks to use an eligible payment card. If you impose a fee or surcharge it must be limited to reflect your costs for the use of such payment card. If you levy an additional charge or offer a reduction in cost to your customers for using a particular eligible payment card, this information must be advised to your customers before the start of the payment transaction. Unless we have agreed to do so, you will provide a receipt to the customers (without charging a fee for such receipt) at the conclusion of the purchase transaction that includes all information required under Network Rules and applicable law. If you are

notified that you must prepare a receipt, you must ensure the information contained in the receipt is (a) identical with the information on any other copy; and (b) legibly includes the information notified to you. You must provide Propell with the transaction receipt and any other required evidence of the transaction within seven (7) days if you are asked by Propell to provide it. If You wish to change your Internet or email address, or telephone number appearing on the transaction receipt, you must notify Propell in writing at least fifteen (15) business days prior to the change taking effect.

You will submit all card transactions for processing no later than three (3) days from the date of authorisation. You will maintain appropriate records of all card transactions for a period of at least five (5) years from the date of the transaction.

The payment card networks may amend the Network Rules at any time without notice to you, and Propell reserves the right to change the Payment Services for payment card processing at any time to comply with the Network Rules. We may share the information you provide to us that we use to identify the nature of the products or services with Financial Services Providers, including assigning your business activities to a particular payment network merchant category code (MCC).

Customers typically raise payment card network Disputes (i.e. chargebacks) when a merchant fails to provide the product or service to the Customer, or where the payment card account holder did not authorise the Charge. High chargeback rates (typically those exceeding 1%) may result in your inability to use the Payment Services. Failure to timely and effectively manage Disputes with your Customers may ultimately result in your inability to accept payment cards for your business.

When you accept payment card Transactions, Network Rules specifically prohibit you from (i) providing cash refunds for a Charge on a credit card, unless required by Laws, (ii) accepting cash, its equivalent, or any other item of value for a Refund, (iii) acting as a payment intermediary or aggregator, or otherwise reselling Payment Services on behalf of others, (iv) submitting what you believe or know to be a fraudulent Charge, or (v)

using Payment Services in a manner that is an abuse of Financial Services Providers' networks or a violation of Network Rules.

If you misuse the Payment Services for payment card transactions or engage in activity the payment card networks identify as damaging to their brand, or if we are required to do so by Network Rules, we may submit information about you, Representatives, Principals, beneficial owners and other individuals associated with your Propell Account to the MATCH terminated merchant listing maintained by MasterCard and accessed and updated by Visa and American Express, or to the Consortium Merchant Negative File maintained by Discover. Addition to one of these lists may result in your inability to accept payments from payment cards. You understand and consent to our sharing this information and to the listing itself, and you will fully reimburse us for any losses we incur from third-party claims, and you waive your rights to bring any direct claims against us that result from such reporting.

7. Transfers and Payout Schedule

a. **Transfers For Your Payout Account:** Transfers may be initiated by you to or from your Propell Payment Account. A Positive balance in your Propell Account will result in a Transfer to your Payout Account and negative balance in your Propell Account will result in a Transfer from your Payout Account. All Transfers to your Payout Account will exclude Fees, Fines, and amounts owed to us for any reason. You affirm that you are authorised to initiate Transfers to and from the Payout Account.

The term "Payout Schedule" refers to the time it takes for us to initiate a Transfer Payout Account. Propell may require a holding period before making an initial Transfer to the Payout Account. After the initial Transfer, we will credit funds to the Payout Account according to the Payout Schedule; however, please be aware that Financial Services Providers, including the institution holding the Payout Account, may delay Transfers for any reason. We are not responsible for any action taken by the institution holding the

Payout Account to not credit the Payout Account or to otherwise not make funds available to you as you expected.

We reserve the right to change the Payout Schedule or to suspend Transfers to you. Examples of situations where we may do so are: (i) where there are pending, anticipated, or excessive Disputes, Refunds, or Reversals; (ii) in the event that we suspect or become aware of suspicious activity; or (iii) where we are required by Law or court order. We have the right to withhold Transfers to your Payout Account upon termination of this Agreement if we reasonably determine that we may incur losses resulting from credit, fraud, or other legal risks associated with your Propell Account. If we exercise our right to withhold a Payout for any reason, we will communicate the general reason for withholding the Payout and give you a timeline for releasing the funds.

b. **Transfers For Recipients:** We may offer Payment Services that allow you to send Transfers to others (“Recipient Account”). You agree to appoint Propell (or a Financial Services Provider designated by Propell) as your agent to send Transfers to Recipient Accounts on your behalf. You understand and agree that: (i) we will only pay Recipient Accounts with funds that are available for Transfer; (ii) we may condition any Transfers to Recipient Accounts on verification of the owner’s identity, verification that an owner may legally receive a Transfer, or in any manner or for any other purpose; (iii) you are solely responsible for determining the accuracy and completeness of any instructions you provide us for a Transfer to a Recipient Account; and (iv) unless otherwise agreed upon between you and us, you are solely responsible for any obligations that you contractually or legally owe to an owner of a Recipient Account, including providing payment or forms related to taxes owed by you or a third party. You affirm that: (i) you will not make any Transfers to or on behalf of Restricted Businesses; and (ii) any information or authorisation you provide to us about each Recipient Account is complete and accurate. You agree to not make any claims against us, and to fully

reimburse us for any losses we incur that result from your use, or failure to properly use the Payment Services to make Transfers to Recipient Accounts.

c. **Additional Terms:** The information required for a Transfer will depend on the Financial Services Provider holding the Payout Account or Recipient Account. Please make sure that any information about the Payout Accounts or Recipient Accounts that you provide to us is correct and accurate. If you provide us with incorrect information (i) you understand that Transfers may be sent to the wrong account and we may not be able to recover the funds from such incorrect Transfers and (ii) you agree that you are solely responsible for any losses you or third parties incur, you will not make any claims against us related to such erroneous Transfers, and you will fully reimburse us for any losses we incur.

8. Clearing Funds and Reserves

All funds resulting from Charges are held in pooled clearing accounts (the “Clearing Accounts”). We will make Transfers to and from the Clearing Accounts in the manner described in this Agreement; however, you have no rights to the Clearing Accounts or to any funds held in the Clearing Accounts, you are not entitled to draw funds from the Clearing Accounts, and you will not receive interest from funds maintained in the Clearing Accounts.

In certain circumstances, we may require you to place funds in reserve or to impose conditions on the release of funds (each a “Reserve”). We may impose a Reserve on you for any reason if we determine that the risk of loss to Propell, Customers, or others associated with your Propell Payment Account is higher than normal. For example, we may hold a Reserve if: (i) your or your Customers’ activities increase the risk of loss to us or to your Customers, (ii) you have violated or are likely to violate this Agreement, or (iii) your Propell Payment Account has an elevated or abnormally high number of Disputes. If we impose a Reserve, we will establish the terms of the Reserve and provide

you Notice of the amount, timing, and conditions upon which the funds in the Reserve will be released to you. In many cases, the Reserve amount will be the entire amount of Charges processed using the Payment Services. We may change or condition the terms of the Reserve based on our continuous assessment and understanding of the risks associated with your Propell Payment Account, if required to do so by Financial Services Providers, or for any other reason. We may fund the Reserve with funds processed through your use of Payment Services, by debiting the Payout Account or another bank account associated with your Propell Account, or by requesting funds directly from you.

To the extent possible, we prefer to identify the necessity for a Reserve in advance of establishing one.

9. Security Interests, Collection, and Set-Off Rights

a. **Security Interests:** You grant us a lien and security interest in all funds processed and deposited into all Payout Accounts or any other bank account associated with your Propell Account, and in any funds processed using the Payment Services. This means that if you have not paid funds that you owe to us, your Customers, or to any of our affiliates, we have a right superior to the rights of any of your other creditors to seize or withhold funds owed to you for Transactions that we process through the Services, and to debit or withdraw funds from any bank account associated with your Propell Account. Upon our request, you will execute and deliver any documents and pay any associated fees we consider necessary to create, perfect, and maintain a security interest in such funds.

b. **Collection and Set-Off Rights:** You agree to pay all amounts owed to us and to our affiliates on demand. Where possible, we will first attempt to collect or set-off balances in your Propell Accounts from your use of the Payment Services or from funds that we hold a Reserve. However, we may collect any obligations you owe us under this

Agreement from any Payout Account associated with your Propell Account or any commonly-owned Propell Account by deducting or setting-off the corresponding amounts from the funds owed to you through your use of the Payment Services, or through a direct debit from any Payout Account identified in your Propell Account or a commonly-owned Propell Account. Your failure to pay amounts owed to us or to our affiliates under this Agreement is a breach and you will be liable for any costs we incur during collection in addition to the amount you owe. Collection costs may include, attorneys' fees and expenses, costs of any arbitration or court proceeding, collection agency fees, any applicable interest, and any other related cost.

In certain circumstances, we may require a personal, parent or other guarantee (a "Guarantee") from a user's principal, owner, or other guarantor. A Guarantee consists of a legally binding promise by an individual or an entity to pay any amounts the user owes in the event that the user is unable to pay. If we require you to provide us with a Guarantee, we will specifically inform you of the amount of, and the reasons for the Guarantee. If you are unable to provide such a Guarantee when required, you will not be permitted to use the Services.

10. Reconciliation and Error Notification

The Dashboard contains details of Charges, Charge history, and other activity on your Propell Payment Account. Except as required by Law, you are solely responsible for reconciling the information in the Dashboard generated by your use of Payment Services with your records of Customer Transactions, and for identifying any Transaction errors. You agree to review your Propell Account and immediately notify us of any errors. We will investigate any reported errors, including any errors made by Propell or our Financial Services Providers, and attempt to rectify them by crediting or debiting the Payout Account identified in the Dashboard. Your chance of recovering funds you have lost due to a Transaction error will be very limited or even impossible if

we did not cause the error, or if funds are no longer available in any Payout Account or Recipient Account. We will work with you and our Financial Services Providers to correct a Transaction error in accordance with Network Rules; however, if you fail to communicate a Transaction error to us for our review within 60 days after you discovered it and flagged it in the Dashboard, you waive your right to make any claim against us or our Financial Services Providers for any amounts associated with the Transaction error.

Section D: Data Usage, Privacy, and Security

1. Data Usage Overview

Protecting, securing, and maintaining the information processed and handled through the Services is one of our top priorities, and it should be yours too. This section describes our respective obligations when handling and storing information connected with the Services. The following terms used in this section relate to data provided to Propell by you or your Customers, or received or accessed by you through your use of the Services:

“Personal Data” means information that identifies a specific living person (not a company, legal entity, or machine) and is transmitted to or accessible through the Services.

“User Data” means information that describes your business and its operations, your products or services, and orders placed by Customers.

“Payment Data” means payment account details, information communicated to or by Financial Services Providers, financial information specifically regulated by Laws and Network Rules, and any other information used with the Payment Services to complete a Transaction.

2. Data Protection and Privacy

a. **Confidentiality:** Propell will only use User Data as permitted by this Agreement, by other agreements between you and us, or as otherwise directed by you. You will protect all Data you receive through the Services, and you may not disclose or distribute any such Data, and you will only use such Data in conjunction with the Services and as permitted by this Agreement or by other agreements between you and us. Neither party may use any Personal Data to market to Customers unless it has received the express consent from a specific Customer to do so. You may not disclose Payment Data to others except in connection with processing Transactions requested by Customers and consistent with applicable Laws and Network Rules.

b. **Privacy:** Protection of Personal Data is very important to us. Our Privacy Policy explains how and for what purposes we collect, use, retain, disclose, and safeguard the Personal Data you provide to us. You agree to review the terms of our Privacy Policy, which we update from time to time.

You affirm that you are now and will continue to be compliant with all applicable Laws governing privacy and your use of Data that you provide to us or access through your use of the Services. You also affirm that you have obtained all necessary rights and consents under applicable Laws to disclose to Propell – or allow Propell to collect, use, retain, and disclose – any Personal Data that you provide to us or authorise us to collect, including Data that we may collect directly from Customers using cookies or other similar means. As may be required by Law and in connection with this Agreement, you are solely responsible for disclosing to Customers that Propell processes Transactions (including payment Transactions) for you and may receive Personal Data from you. Additionally, where required by Law or Network Rules, we may delete or disconnect a Customer's Personal Data from your Propell Account when requested to do so by the Customer.

If we become aware of an unauthorized acquisition, disclosure or loss of Customer Personal Data on our systems, we will notify you consistent with our obligations under applicable Law. We will also notify you and provide you sufficient information regarding the unauthorized acquisition, disclosure or loss to help you mitigate any negative impact on the Customer.

c. **PCI Compliance:** If you use Payment Services to accept payment card Transactions, you must comply with the Payment Card Industry Data Security Standards (PCI-DSS) and, if applicable to your business, the Payment Application Data Security Standards (PA-DSS) (collectively, the “PCI Standards”). Propell provides tools to simplify your compliance with the PCI Standards, but you must ensure that your business is compliant. The specific steps you will need to take to comply with the PCI Standards will depend on your implementation of the Payment Services. You can find more information about implementing Propell in a manner compliant with the PCI Standards in our Documentation. You will promptly provide us with documentation demonstrating your compliance with the PCI Standards upon our request. If you elect to store, hold and maintain “Account Data”, as defined by the PCI Standards (including Customer card account number or expiration date), you further agree that you will either maintain a PCI-compliant system or use a compliant service provider to store or transmit such Account Data; further, you agree to never store any “Sensitive Authentication Data”, as defined by the PCI Standards (including CVC or CVV2), data at any time. You can find information about the PCI Standards on the PCI Council’s website.

3. Security and Fraud Controls

a. **Propels Security:** Propel via Propell is responsible for protecting the security of Data in our possession. We will maintain commercially reasonable administrative, technical, and physical procedures to protect User Data and Personal Data stored in our servers from unauthorised access, accidental loss, modification, or breach, and we will comply

with applicable Laws and Network Rules when we handle User and Personal Data. However, no security system is impenetrable and we cannot guarantee that unauthorised parties will never be able to defeat our security measures or misuse any Data in our possession. You provide User Data and Personal Data to Propell with the understanding that any security measures we provide may not be appropriate or adequate for your business, and you agree to implement the Security Controls and any additional controls that meet your specific requirements. In our sole discretion, we may take any action, including suspension of your Propell Account, to maintain the integrity and security of the Services or Data, or to prevent harm to you, us, Customers, or others. You waive any right to make a claim against us for losses you incur that may result from our actions.

b. **Your Security:** You are solely responsible for the security of any Data on your website, your servers, in your possession, or that you are otherwise authorised to access or handle. You will comply with applicable Laws and Network Rules when handling or maintaining User Data and Personal Data, and will provide evidence of your compliance to us upon our request. If you do not provide evidence of such compliance to our satisfaction, we may suspend transactions on your account or terminate this Agreement.

c. **Security and Fraud Controls:** We may provide or suggest Security Controls to you, but we cannot guarantee that you or Customers will never become victims of fraud. Any Security Controls we provide or suggest may include processes or applications developed by Propell, its affiliates, or other companies. You agree to review all the Security Controls we suggest and choose those that are appropriate for your business to protect against unauthorised Transactions and, if appropriate for your business, independently implement other security procedures and controls not provided by us. If you disable or fail to properly use Security Controls, you will increase the likelihood of unauthorised Transactions, Disputes, fraud, losses, and other similar occurrences. Keep in mind that you are solely responsible for losses you incur from the use of lost or stolen

payment credentials or accounts by fraudsters who engage in fraudulent Transactions with you, and your failure to implement Security Controls will only increase the risk of fraud. We may assist you with recovering lost funds, but you are solely responsible for losses due to lost or stolen credentials or accounts, compromise of your username or password, changes to your Payout Account, and any other unauthorised use or modification of your Propell Payment Account. Propell is not liable or responsible to you and you waive any right to bring a claim against us for any losses that result from the use of lost or stolen credentials or accounts to engage in fraudulent Transactions, unless such losses result from Propell's wilful or intentional actions. Further, you will fully reimburse us for any losses we incur that result from the use of lost or stolen credentials or accounts.

We may also provide you with subjective Data regarding the possibility or likelihood that a Transaction may be fraudulent that require action or review by you. We may incorporate action or inaction by you into any such subjective scoring when identifying future potential fraud. You understand that we provide this Data to you for your consideration, but that you are ultimately responsible for any actions you choose to take or not take in relation to such Data, and for providing inaccurate or incorrect information to us. You are solely responsible for any action or inaction you take based on such Data.

4. Transfer of Payment Data upon Termination

For 30 days after termination of your Propell Account, you may request in writing that we transfer Payment Data regarding transactions between you and Customers that you are entitled to receive ("Exportable Data") to an alternative payment services provider consistent with applicable Laws. For payment card transactions, Propell will only transfer Exportable Data to another PCI-DSS Level 1-certified payment services provider. For other payment methods, Propell may require you to provide us with evidence that the alternative payment services provider you select has appropriate systems and

security controls before we migrate any Exportable Data. We will use commercially reasonable efforts to transfer Exportable Data within 10 business days after we receive your written request. We may delay or refuse any transfer request if we believe the payment services provider you have identified does not have systems or security controls in place that are sufficient to protect Exportable Data, that the integrity of Exportable Data may be compromised, or if Laws or Network Rules prohibit us from transferring it.

Section E: Additional Legal Terms

1. Right to Amend

We have the right to change or add to the terms of this Agreement at any time, and to change, delete, discontinue, or impose conditions on use of the Services by posting such changes on our website or any other website we maintain or own. We may provide you with Notice of any changes through the Dashboard, via email, or through other means. Your use of the Services, APIs, or Data after we publish any such changes on our website, constitutes your acceptance of the terms of the modified Agreement.

2. Assignment

You may not assign this Agreement, any rights or licences granted in this Agreement, or operation of your Propell Account to others without our prior written consent. If you wish to make such an assignment, please contact us. If we consent to the assignment, the assignee agrees to assume all of your rights and obligations owed by you related to the assignment, and must agree to comply with the terms of this Agreement. Propell may assign this Agreement without your consent or any other restriction. If we make an assignment, we will provide reasonable Notice to you.

3. Right to Audit

If we believe that a security breach, leak, loss, or compromise of Data has occurred on your systems, website, or app affecting your compliance with this Agreement, we may require you to permit a third-party auditor approved by us to conduct a security audit of your systems and facilities. The auditor will issue a report to us and our Financial Services Providers.

4. No Agency; Third-Party Services

Nothing in this Agreement serves to establish a partnership, joint venture, or other agency relationship between you and us, or with any Financial Services Provider. Each party to this Agreement, and each Financial Services Provider, is an independent contractor. Unless a Financial Services Provider expressly agrees, neither you nor we have the ability to bind a Financial Services Provider to any contract or obligation, and neither party will represent that you or we have such an ability.

We may reference or provide access to third-party services, products, and promotions that utilize, integrate, or provide ancillary services to the Services (“Third-Party Services”). These Third-Party Services are provided for your convenience only and do not constitute our approval, endorsement, or recommendation of any such Third-Party Services for you. You access and use any Third-Party Service based on your own evaluation and at your own risk. You understand that your use of any Third-Party Service is not governed by this Agreement. If you decide to use a Third-Party Service, you will be responsible for reviewing, understanding and accepting the terms and conditions associated with its use. We expressly disclaim all responsibility and liability for your use of any Third-Party Service. Please also remember that when you use a Third-Party Service, our Privacy Policy is no longer in effect. Your use of a Third-Party Service, including those that have a link on our website, is subject to that Third-Party Service’s own terms of use and privacy policies.

5. Force Majeure

Neither party will be liable for any delays in processing or other nonperformance caused by telecommunications, utility, failures, or equipment failures; labor strife, riots, war, or terrorist attacks; nonperformance of our vendors or suppliers, fires or acts of nature; or any other event over which the respective party has no reasonable control. However, nothing in this section will affect or excuse your liabilities or your obligation to pay Fees, Fines, Disputes, Reversals, or Returns under this Agreement.

6. Your Liability For Third-Party Claims Against Us

You agree to defend Propell, our affiliates, and their respective employees, agents, and service providers (each a "Propell Entity") against any claim, suit, demand, loss, liability, damage, action, or proceeding (each, a "Claim") brought by a third party against a Propell Entity, and you agree to fully reimburse the Propell Entities for any Claims that result from: (i) your breach of any provision of this Agreement; (ii) any Fees, Fines, Disputes, Reversals, Returns, or any other liability we incur that results from your use of Payment Services; (iii) negligent or wilful misconduct of your employees, contractors, or agents; or (iv) contractual or other relationships between you and Customers.

Important Note for Individual Traders: If you are using Services as a sole proprietor, please keep in mind that the Law and the terms of this Agreement consider you and your business to be legally one and the same. You are personally responsible and liable for your use of the Services, payment of Fees, Reversals, Fines, losses based on Disputes or fraud, or for any other amounts you owe under this Agreement for your failure to use Security Controls, and for all other obligations to us and to your Customers. You risk personal financial loss if you fail to pay any amounts owed. Please take the time to read our Documentation and take any measures appropriate to protect against such losses.

7. Representations and Warranties

By accepting the terms of this Agreement, you represent and warrant that: (a) you are eligible to register and use the Services and have the authority to execute and perform the obligations required by this Agreement; (b) any information you provide us about your business, products, or services is accurate and complete; (c) any Charges represent a Transaction for permitted products, services, or donations, and any related information accurately describes the Transaction; (d) you will fulfil all of your obligations to Customers and will resolve all Disputes with them; (e) you will comply with all Laws applicable to your business and use of the Services; (f) you will not use Payment Services for household purposes or peer-to-peer money transmission, or (except in the normal course of business) intercompany Transactions; and (g) you will not use the Service, directly or indirectly, for any fraudulent or illegal undertaking, or to interfere in any manner with the normal operation of the Service.

8. No Warranties

WE PROVIDE THE SERVICES AND Propell IP “AS IS” AND “AS AVAILABLE”, WITHOUT ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY OTHER TYPE OF WARRANTY OR GUARANTEE. NO DATA, DOCUMENTATION OR ANY OTHER INFORMATION PROVIDED BY Propell OR OBTAINED BY YOU FROM OR THROUGH THE SERVICES – WHETHER FROM Propell OR ANOTHER Propell ENTITY, AND WHETHER ORAL OR WRITTEN – CREATES OR IMPLIES ANY WARRANTY FROM A Propell ENTITY TO YOU.

YOU AFFIRM THAT NO Propell ENTITY CONTROLS THE PRODUCTS OR SERVICES THAT YOU OFFER OR SELL OR THAT YOUR CUSTOMERS PURCHASE USING THE PAYMENT SERVICES. YOU UNDERSTAND THAT WE CANNOT GUARANTEE AND WE DISCLAIM

ANY KNOWLEDGE THAT YOUR CUSTOMERS POSSESS THE AUTHORITY TO, OR WILL COMPLETE ANY TRANSACTION.

THE Propell ENTITIES DISCLAIM ANY KNOWLEDGE OF, AND DO NOT GUARANTEE: (a) THE ACCURACY, RELIABILITY, OR CORRECTNESS OF ANY DATA PROVIDED THROUGH THE SERVICES; (b) THAT THE SERVICES WILL MEET YOUR SPECIFIC BUSINESS NEEDS OR REQUIREMENTS; (c) THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR WILL FUNCTION IN AN UNINTERRUPTED MANNER OR BE SECURE; (d) THAT Propell WILL CORRECT ANY DEFECTS OR ERRORS IN THE SERVICE, APIS, DOCUMENTATION, OR DATA; OR (e) THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL CODE. USE OF DATA YOU ACCESS OR DOWNLOAD THROUGH THE SERVICES IS DONE AT YOUR OWN RISK – YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, LOSS OF DATA, OR ANY OTHER LOSS THAT RESULTS FROM SUCH ACCESS OR DOWNLOAD. YOU UNDERSTAND THAT THE Propell ENTITIES MAKE NO GUARANTEES TO YOU REGARDING TRANSACTION PROCESSING TIMES OR PAYOUT SCHEDULES.

NOTHING IN THIS AGREEMENT OPERATES TO EXCLUDE, RESTRICT OR MODIFY THE APPLICATION OF ANY IMPLIED CONDITION, WARRANTY OR GUARANTEE, OR THE EXERCISE OF ANY RIGHT OR REMEDY, OR THE IMPOSITION OF ANY LIABILITY UNDER LAW WHERE TO DO SO WOULD: (A) CONTRAVENE THAT LAW; OR (B) CAUSE ANY TERM OF THIS AGREEMENT TO BE VOID.

To the extent that you acquire goods or services from Propell as a consumer within the meaning of the Australian Consumer Law, you have certain rights and remedies (including consumer guarantee rights) that cannot be excluded, restricted or modified by agreement. To the extent that the Australian Consumer Law permits Propell to limit its liability, then Propell's liability shall be limited to: (a) in the case of services, supplying the services again or payment of the cost of having the services supplied again; and (b) in the case of goods, replacing the goods, supplying equivalent goods or repairing the

goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

9. Limitation of Liability

Under no circumstances will any Propell Entity be responsible or liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages resulting from your use or inability to use the Services or for the unavailability of the Services, for lost profits, personal injury, or property damage, or for any other damages arising out of, in connection with, or relating to this Agreement or your use of the Services, even if such damages are foreseeable, and whether or not you or the Propell Entities have been advised of the possibility of such damages. The Propell Entities are not liable, and deny responsibility for any damages, harm, or losses to you arising from or relating to hacking, tampering, or other unauthorised access or use of the Services, your Propell Account, or Data, or your failure to use or implement anti-fraud measures, the Security Controls, or any other data security measure. The Propell Entities further deny responsibility for all liability and damages to you or others caused by (a) your access or use of the Services inconsistent with the Documentation; (b) any unauthorised access of servers, infrastructure, or Data used in connection with the Services; (c) interruptions or cessation of the Services; (d) any bugs, viruses, or other harmful code that may be transmitted to or through the Services; (e) any errors, inaccuracies, omissions, or losses in or to any Data provided to us; (f) third-party content provided by you; or (g) the defamatory, offensive, or illegal conduct of others.

You agree to limit any additional liability not disclaimed or denied by the Propell Entities under this Agreement to your direct and documented damages; and you further agree that under no circumstances will any such liability exceed in the aggregate the amount of Fees paid by you to Propell during the three-month period immediately preceding the event that gave rise to your claim for damages.

These limitations on our liability to you will apply regardless of the legal theory on which your claim is based, including contract, tort (including negligence), strict liability, or any other theory or basis.

10. Responding to Legal Process

Propell may respond to and comply with any writ of attachment, lien, levy, subpoena, warrant, or other legal order (“Legal Process”) that we believe to be valid. We or any Financial Services Provider may deliver or hold any funds or, subject to the terms of our Privacy Policy, any Data as required under such Legal Process, even if you are receiving funds or Data on behalf of other parties. Where permitted by Law, we will make reasonable efforts to provide you Notice of such Legal Process by sending a copy to the email address we have on file for you. Propell is not responsible for any losses, whether direct or indirect, that you may incur as a result of our response or compliance with a Legal Process.

11. Dispute Resolution; Agreement to Arbitrate

a. **Binding Arbitration:** Any dispute, controversy or claim arising out of or relating to this contract, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the Resolution Institute Arbitration Rules. Unless the parties agree upon an arbitrator, either party may request a nomination from the Chair of Resolution Institute. The place of the arbitration will be Melbourne, Australia. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. This Agreement and the rights of the parties hereunder shall be governed and construed in accordance with the laws of Victoria, Australia, exclusive of conflict or choice of law

rules. Nothing in this paragraph will preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

b. **Service of Process:** Each party hereby irrevocably and unconditionally consents to service of process through personal service at their corporate headquarters, registered address, or primary address (for individuals or sole proprietors). Nothing in this Agreement will affect the right of any party to serve process in any other manner permitted by Law.

c. **Class Waiver:** To the fullest extent permitted by Law, each of the parties agrees that any dispute arising out of or in connection with this Agreement, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim or dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated between the parties.

d. **Provision of an Award:** Subject to the limitations of liability identified in this Agreement, the appointed arbitrators may award monetary damages and any other remedies allowed by Law. In making a determination, the arbitrator will not have the authority to modify any term or provision of this Agreement. The arbitrator will deliver a reasoned written decision with respect to the dispute (the "Award") to each party, who will promptly act in accordance with the Award. Any Award (including interim or final remedies) may be confirmed in or enforced by any court having jurisdiction over either party or its assets. The decision of the arbitrator will be final and binding on the parties, and will not be subject to appeal or review.

e. **Fees:** Each party will advance one-half of the fees and expenses of the arbitrator, the costs of the attendance of the court reporter at the arbitration hearing, and the costs of the arbitration facility. In any arbitration arising out of or related to this Agreement, the arbitrator will award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with those aspects of its

claims or defenses on which it prevails, and any opposing awards of costs and attorneys' fees awards will be offset.

f. **Confidentiality:** The parties will maintain the confidential nature of the arbitration proceeding, the hearing and the Award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, or confirmation of an Award or its enforcement, or unless otherwise required by applicable Laws. The parties, witnesses, and arbitrator will treat as confidential and will not disclose to any third person (other than witnesses or experts) any documentary or other evidence produced in any arbitration hereunder, except as required by Law or except if such evidence was obtained from the public domain or was otherwise obtained independently from the arbitration.

g. **Conflict of Rules:** In the case of a conflict between the provisions of this Section E.11.g and the rules governing arbitration identified in Section E.11.a, the provisions of this Section E.11.g will prevail. If any provision of this agreement to arbitrate is held invalid or unenforceable, it will be so held to the minimum extent required by Law and all the other provisions will remain valid and enforceable.

12. Entire Agreement

This Agreement and all policies and procedures that are incorporated by reference constitute the entire agreement between you and Propell for provision and use of the Services. Except where expressly stated otherwise in a writing executed between you and Propell, this Agreement will prevail over any conflicting policy or agreement for the provision or use of the Services. This Agreement sets forth your exclusive remedies with respect to the Services. If any provision or portion of this Agreement is held to be invalid or unenforceable under Law, then it will be reformed and interpreted to accomplish the

objectives of such provision to the greatest extent possible, and all remaining provisions will continue in full force and effect.

13. Survival

All provisions of this Agreement that give rise to a party's ongoing obligation will survive termination of this Agreement, including but not limited to Sections A.3 ("Your Relationship with Your Customers"), A.6 ("Taxes and Other Expenses"), A.7 ("Service Limitations, Prohibited Activities, and Security Controls"), A.8 ("Suspicion of Unauthorised or Illegal Use"), A.9 ("Disclosures and Notices; Electronic Signature Consent"), A.10.b ("Effects of Termination"), B.2 ("Ownership of Propell IP"), C.6 ("Specific Payment Methods"), C.7 ("Transfers and Payout Schedule"), C.8 ("Clearing Funds and Reserves"), C.9 ("Security Interests, Collection, and Set-Off Rights"), C.10 ("Reconciliation and Error Notification"), C.11 ("Dormant Accounts"), D.3 ("Security and Fraud Controls"), D.4 ("Your Use of Data with Propell Connect and Propell Relay"), D.5 ("Transfer of Payment Data upon Termination"), E.4 ("No Agency; Third-Party Services"), E.5 ("Force Majeure"), E.6 ("Your Liability for Third-Party Claims Against Us"), E.7 ("Representations and Warranties"), E.8 ("No Warranties"), E.9 ("Limitation of Liability"), E.10 ("Responding to Legal Process"), E.11 ("Dispute Resolution; Agreement to Arbitrate"), E.12 ("Entire Agreement"), and E.13 ("Survival"); and any related terms in the Agreement.

Section F: Pricing Schedule

1. Online Payment Requests/MOTO Transactions

Propell Terminal Services Terms

These Propell Terminal Services Terms (“Terminal Terms”) apply to the use of the Propell Terminal Services (as defined below).

1. Relationship to Propell Services Agreement

When you use Propell Terminal, you expressly agree to the terms and conditions of these Terminal Terms, the [Propell Services Agreement](#), and any updates or modifications Propell makes to either of the foregoing from time to time. These Terminal Terms supplement the Propell Services Agreement, which generally governs your use of Propell Services, and is incorporated into these Terminal Terms by reference. To the extent that there is a conflict between the Propell Services Agreement and these Terminal Terms related to Propell Terminal, these Terminal Terms will prevail.

2. Definitions

“Propell Terminal Documentation” means the Documentation, along with other documentation that Propell makes available to you (including via email and the Dashboard), relating to Propell Terminal.

“Propell Terminal Product” means a hardware product, instrument or piece of equipment that you or your affiliate purchases or receives (including at no cost) from Propell or its affiliate under the [Terminal Purchase Terms](#), or from a third-party authorized distributor, which may be a physical Point of Sale (POS) device, accessory, component, or spare part, and the Terminal Device Software installed on that hardware product; or another device approved by Propell on which an app is installed that uses the Terminal Services Software. “Propell Terminal Services” means the Payment Processing Services for Transactions processed using a Propell Terminal Product, together with other services and features that are specific to the Propell Terminal offering as described in the Propell

Terminal Documentation and the Propell website. The Propell Terminal Services are “Services” as defined under the Propell Services Agreement.

“Terminal Software” means the Terminal Device Software and the Terminal Services Software.

“Update” means a software feature enhancement or software update that Propell provides or makes available to users.

Other capitalized undefined terms used in these Terminal Terms have the meaning given them in the Propell Services Agreement.

3. Terminal Software

3.1 Terminal Device Software: Certain Propell entities license Terminal Device Software to Propell users, including you, under an end user Software License Agreement (the “Terminal Device EULA”). You must comply with the terms of the Terminal Device EULA in your use of Terminal Device Software.

3.2 Terminal Services Software:

3.2.1 License: Subject to the terms and conditions of these Terminal Terms, Propell or its applicable affiliate grants to you a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free license to install, operate and use the Terminal Services Software in accordance with the Propell Terminal Documentation and these Terminal Terms. You may use the Propell Terminal Documentation in connection with your installation, use and operation of the Terminal Services Software.

3.2.2. Open Source Software; Third Party Software: Third-party open source software included in the Terminal Services Software may grant you additional rights, and to the extent there is a conflict between those licenses and these Terminal Terms, with respect to the third-party open source code, those open source license terms supersede any conflicting terms of these Terminal Terms. See

<https://Propell.com/terminal/open-source-notice>. Portions of the Terminal Services

Software may utilize or include third-party software and other copyrighted material. Acknowledgements, licensing terms and disclaimers for this material are contained in the Propell Terminal Documentation related to the Terminal Services Software, and your use of that software and material is governed by their respective terms.

3.2.3 Representation and Warranty: You represent and warrant to Propell that your use of the Terminal Services Software will comply with all applicable Laws at all times.

3.2.4 Reservation of Rights: Propell, its affiliates and its licensors retain ownership of the Terminal Services Software, including all rights, title, and interest in the patents, copyrights (including rights in derivative works), moral rights, rights of publicity, trademarks, service marks, logos and designs, trade secrets, and other intellectual property embodied by, or contained in the Terminal Services Software (and all copies of the Terminal Services Software), and reserve all rights not expressly granted to you. The Terminal Services Software is licensed, not sold, and no ownership rights in the Terminal Services Software are transferred to you under these Terminal Terms.

3.2.5 Backups: Subject to the terms and conditions of this Section 3.2, Propell grants you the right to reproduce the Terminal Services Software with all labeling and copyright notices intact for backup purposes only.

3.2.6 Restrictions: You must not, and must not enable or allow any other party to:

- a. use the Terminal Services Software in any way other than for the purpose for which it is provided and in accordance with the Propell Terminal Documentation;
- b. remove, obscure, modify or otherwise tamper with notices (including trademark, copyright or any other proprietary notices) or legends included in or with the Terminal Services Software;
- c. except to the extent that the following restriction is not permitted under Law, copy (except as allowed by these Terminal Terms), decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of all or any part of the Terminal Services Software or any services provided by the Terminal Services Software;

- d. use the Terminal Services Software other than in conjunction with the Propell Terminal Services and Propell Terminal Products; or
- e. use the Terminal Services Software in any way that would subject it, or any part of it, to license terms that seek to require any Propell Terminal Product, Service, Propell Terminal Documentation, or any Propell intellectual property, to be licensed to (or shared with) any third party in source code form, with rights to make derivative works, or with rights to redistribute at no charge.

3.2.7 Export Control: You must not use or otherwise export or re-export the Terminal Services Software except as authorized by United States Law and the Laws of the jurisdiction(s) in which the Terminal Services Software was distributed and obtained. In particular, but without limitation, the Terminal Services Software may not be exported or re-exported (a) into any U.S. embargoed countries, or countries embargoed by the jurisdictions where the Terminal Services Software was obtained; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List or any other restricted party lists. By using the Terminal Services Software, you represent and warrant that you are not located in any of these countries or on any of these lists. You also agree that you will not use the Terminal Services Software for any purposes prohibited by Law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

4. Software Updates

4.1 Updates to Terminal Device Software: Updates to the Terminal Device Software are addressed in the [Terminal Device EULA](#).

4.2 Updates to Terminal Services Software: Propell, or the licensor of Terminal Services Software, may at its discretion require or make available Updates. All Updates are mandatory unless Propell designates an Update as optional or discretionary. Propell

may push an Update directly to you via its SDK or API. If Propell does not push an Update via its SDK or API, then Propell (or the Connect Platform provider with which your Propell Account is associated) will notify you of the Update and, if mandatory, direct you to update the relevant Terminal Services Software.

Propell may also require a mandatory Update to be made within a certain timeline. You must implement each mandatory Update within the required timeline, or within 30 days from the date of Propell's notice of the Update if Propell does not provide a different date or timeline. You may not be able to continue using the Propell Terminal Services if you do not implement a mandatory Update, and your continued use of the Terminal Services Software is at your own risk. Propell will not be obligated to provide services or support for any Propell Terminal Services that rely on a version of the Terminal Services Software that has not been updated timely. Propell will not be liable to you for any losses or damages arising out of or related to your continued use of Terminal Services Software that has not been updated timely. Sections 3 and 4 of these Terminal Terms contain the license terms for all Updates to the Terminal Services Software, unless an Update is accompanied by a separate license, in which case the terms of that license will govern.

4.3 Connect Platform Obligations as to Updates: If you have integrated and use Propell Connect with your Platform (as defined in the [Propell Connect Platform Agreement](#)), and onboard Connected Accounts (as defined in the [Propell Connect Platform Agreement](#)) using custom or express onboarding, then this Section 4.3 applies to you as related to those Connected Accounts.

If Propell does not push a mandatory Update to the Terminal Software via its API or SDK to your Connected Accounts, then Propell will notify you of the Update and direct you to require your Connected Accounts who are using Propell Terminal Services to update the relevant Terminal Services Software, or Terminal Device Software installed on Propell Terminal Products in the Connected Accounts' possession, as applicable. Upon receipt of notice of a mandatory Update, you must immediately notify and require your

Connected Accounts to implement the Update (within the required timeline, if any, or within 30 days from the date of Propell's notice if Propell does not provide a specific date or timeline), and notify those Connected Accounts that they may not be able to continue using the Propell Terminal Products or Propell Terminal Services if they do not implement the Update by the required date. You must timely notify each of your Connected Accounts of optional or discretionary Updates.

5. Your Use of the Propell Terminal Services

You must only use the Propell Terminal Services in compliance with these Terminal Terms. If for any reason you are unable to successfully complete a Transaction while the payment card is still present and available for use with the Propell Terminal Product (for example, your Customer swipes a payment card while the Propell Terminal Product is in "offline" mode, the Customer departs the location where the Propell Terminal Product is located with his or her payment card, and thereafter an error processing the attempted Transaction occurs, or the Transaction is declined for any reason, when the Propell Terminal Product is taken out of "offline" mode), then notwithstanding anything to the contrary in these Terminal Terms or the [Propell Services Agreement](#), Propell and its affiliates will not be liable for any losses or damages you incur due to the inability to successfully complete that Transaction, and you waive any right to make a claim against Propell or its affiliates for those losses or damages (if any).

6. Restrictions on Use of Propell Terminal Services

You must not, and must not enable or allow any other party to:

- a. use the Propell Terminal Services other than in conjunction with the Propell Terminal Products;
- b. use the Propell Terminal Services other than for the purpose for which they are provided and in accordance with all relevant Propell Terminal Documentation;

- c. use the Propell Terminal Services for personal, family, or household purposes;
 - d. disclose the results of any performance benchmarks, A/B testing or similar testing of the Propell Terminal Services to any third party without Propell's prior written consent;
- or
- e. use the Propell Terminal Services to violate, or in connection with any application that violates, any Laws, including Laws governing the collection, storage, or transmission of Data.

7. Content

We may permit you to upload or publish Content via the Propell Terminal Services. If you do upload or publish Content, you must obtain the appropriate permissions and, if required, licenses for that use, and you will reimburse Propell and its affiliates for all fees, fines, losses, claims, and any other costs we and our affiliates incur that arise from publishing illegal Content through the Services, or claims that Content you published infringes or violates a third party's intellectual property, privacy, or other proprietary rights.

8. Beta Services

8.1 Beta Services: Propell may indicate that the Propell Terminal Services or Terminal Software as a whole, with regard to a particular release or feature, or as offered in certain countries or regions, are classified by Propell as "beta", "pilot", "limited availability", "invite only", or "pre release" ("Beta," and the Beta portion of the Propell Terminal Services or Terminal Software, "Beta Services"). You understand that Beta Services are still in development, may have bugs or errors, may be feature incomplete, and may be subject to material change. You further understand that the Beta Services may be generally available in some countries while still classified as Beta in others. Despite any other provision of these Terminal Terms to the contrary, you understand and

agree that your use of or reliance on the Beta Services is subject to the Beta classification, which will continue in force until Propell removes the classification.

8.2 Modification to Beta Functionality; Beta Updates: Propell has no obligation whatsoever to provide any bug fixes, error corrections, patches, or service packs for, or any revisions, successors, or updated versions to, the Beta Services, or any part of them, while the Beta classification is in place (all of the foregoing, if made available by Propell, “Beta Updates”). However, if Propell provides or makes available any Beta Update, you must fully implement the Beta Update (including if you are a Connect Platform by pushing or delivering Beta Updates to your Connected Accounts as described in Section 4.3 above) within the time period specified by Propell or 30 days after Propell makes the Beta Update available, whichever is sooner.

8.3 Availability and Updates During Beta Period: Propell may make updates, changes, repairs, or conduct maintenance at any time, and with or without notice, which may result in changes in the availability or quality of the Beta Services. In addition, Propell may suspend your access to the Beta Services with or without notice, including if Propell reasonably believes that (a) suspending the Beta Services is required by Law; (b) continuing to provide the Beta Services would place Propell in breach of any obligation Propell owes to a third party; or (c) Propell determines that continuing to provide the Beta Services would give rise to an unacceptable security or privacy risk. Propell may also terminate your access to the Beta Services if Propell, in its sole discretion, stops offering the Beta Services completely or in your jurisdiction.

Propell Terminal Purchase Terms Public Beta

Last updated: February 12, 2021

These Propell Terminal Purchase Terms (“Purchase Terms”) apply to the purchase of the Propell Terminal Products. These Purchase Terms do not apply to products or services that Propell or its affiliates make available under different terms, such as our payment processing services.

The purchaser of the Propell Terminal Products (“you”) is the entity indicated as the owner of the Propell account at the time of the purchase (for example, by the purchase being submitted by a user logged into your Propell account, or using your Propell API key), and the seller of the Propell Terminal Products is the Propell entity that sells the applicable Propell Terminal Products to you, as indicated on your proof of purchase (“Propell”, “us”, or “we”).

By purchasing the Propell Terminal Products, you agree to these Purchase Terms. Do not purchase or use any Propell Terminal Products if you do not understand or agree to these Purchase Terms, or your company is prohibited from legally purchasing or using Propell Terminal Products.

Please review these Purchase Terms each time you make a purchase. We may update or change these Purchase Terms at any time and without notice to you. The terms that apply to each purchase will be the Purchase Terms posted here at the time you place your order.

Section A. Propell Terminal Products

1. Key Concepts

As used in these Purchase Terms, a “Propell Terminal Product” is any hardware product, instrument or piece of equipment that you purchase from Propell under these Purchase Terms, and includes physical Point of Sale (“POS”) devices, accessories, components, and spare parts, and Terminal Device Software (see Section A.18 below). The Propell

Terminal Products are intended to be used in conjunction with the Propell Terminal Services (defined in the Propell Terminal Services Terms available at <https://Propell.com/terminal/legal> (“Propell Terminal Services Terms”). We provide support to help resolve general issues relating to the Propell Terminal Products. This support includes resources and documentation that we make available to you through the current versions of Propell’s support pages, API documentation, and other pages on our website (collectively, “Documentation”).

2. Product Specifications

Propell may make details of the Propell Terminal Products available via means such as the [Propell Shop](#) and your [Propell Dashboard](#) (“Dashboard”). Propell Terminal Products features, specifications, and prices are subject to change at any time without notice. We attempt to be as accurate as possible. However, we do not warrant that product descriptions or information is accurate, complete, reliable, current, or error-free. Unless expressly noted, all weights, measures and similar descriptions are approximate and are provided for convenience purposes only. Packaging may vary from that shown, and the appearance of the Propell Terminal Products in reality may differ from how it appears to you. By placing an order, you represent that the products you order will be used only in a lawful manner.

3. Hardware Availability

Propell Terminal Products are manufactured by third parties and resold by Propell. While Propell uses reasonable efforts to maintain sufficient supply of the Propell Terminal Products, inventory shortages at our manufacturers and distributors may affect our ability to fulfil an order. If there is a delay in manufacture or distribution of a certain Propell Terminal Product that we believe will affect your order, we will use reasonable efforts to notify you of the delay and keep you informed of the revised delivery schedule.

Propell is not obliged to accept any order, and we may cancel accepted orders at any time if we are unable to fulfil the order for any reason. If you submit an order, and we accept the order, you are bound by the order unless Propell cancels the order. If we cancel your order, we will fully refund the purchase price to you.

4. Geographic Availability

We only sell the Propell Terminal Products in a limited number of countries, and we may restrict or prevent the use of the Propell Terminal Products in a country other than the country to which we shipped the product. You must not circumvent any geographical availability requirements that we apply to the Propell Terminal Products. You must provide a valid shipping address within the country where you are requesting that we ship the Propell Terminal Products. Our ability to ship or permit the use of Propell Terminal Products is always subject to applicable Law (defined in Section A.10 below), which may restrict our ability to ship the Propell Terminal Products to or within a country.

5. Prices

a. Prices for the Propell Terminal Products will be listed at the time of your purchase and may vary by country. We may change pricing and availability at any time. If you do not submit immediate payment, Propell may delay shipment of the Propell Terminal Products until the full amount of your payment is received. The amounts you pay for the Propell Terminal Products are in addition to the fees you pay for other business services that may be offered by Propell and its affiliates (each, a “Propell Service” or “Service”) that are provided to you under your agreements with Propell, including the Propell Services Agreement (collectively, the “Propell Agreements”).

b. Unless otherwise stated, the prices shown for the Propell Terminal Products exclude taxes and shipping costs. We will add all taxes and shipping costs to the total amount

of your purchase, and show you the final amount due before you complete your purchase. You are solely responsible for all taxes and shipping costs that apply to the Propell Terminal Products that you purchase.

c. We may collect amounts you owe us under these Purchase Terms by deducting or setting-off those amounts from the balance on your Propell account. If that balance is insufficient, we may debit the bank or other financial institution account that you designate in your Propell account as your "Payout Account", or deduct or set-off the amount owed to us from the balance of another Propell account that we determine, acting reasonably, is associated with your Propell account. To the extent required by applicable Law, any debit from the Payout Account will be a Pre-Authorized Debit (PAD) as authorized under and defined in the applicable Propell Services Agreement.

d. These Purchase Terms apply to any Propell Terminal Products that we choose to provide to you at no cost, and your rights and obligations with respect to those Propell Terminal Products do not change merely because you did not pay for the Propell Terminal Products.

6. Taxes

You are responsible for and will pay, indemnify, and hold Propell harmless from any sales, use, excise, import or export, withholding, value added, or similar tax ("Taxes"), and any penalties or interest associated with Taxes, imposed by any governmental authority with respect to any payment to be made or any Propell Terminal Products to be delivered under these Purchase Terms. Propell may charge, and you must pay, all Taxes that Propell is legally obligated or allowed to collect based on sale of the Propell Terminal Products, and all fees payable for the Propell Terminal Products are exclusive of Taxes except to the extent Propell expressly states to the contrary. You must provide us with any information we need to determine whether we are required to collect Taxes from you under any applicable Law. If you provide an exemption certificate or a direct

payment certificate, we will not collect any Tax for which you can claim an available exemption. All payments made by you to Propell under these Purchase Terms must be made free and clear of any withholding or deduction. If any Taxes are required under applicable Law to be withheld on any payment, you will pay additional amounts as necessary so that the net amount received by Propell is equal to the amount then due and payable under these Purchase Terms.

7. Shipping and Returns

a. Shipping: We will only ship Propell Terminal Products to addresses located in Australia. We will select the carrier that will ship Propell Terminal Products. We will inform you of the shipping fees (if any) before you confirm your order. If we provide you with an estimated shipping or delivery date, that date is not guaranteed, and inventory shortages or events beyond our control could impact the delivery date. Also, many events beyond our control can affect the delivery of your Propell Terminal Products after we provide them to the carrier. We are not liable for late shipment or delivery or any loss, damage, or penalty you incur from any delay in shipment or delivery, even if you have paid an additional fee for expedited shipping. Despite any contrary terms in any invoice or purchase order, title and risk of loss for the Propell Terminal Products passes to you when we deliver the Propell Terminal Products to the address that you provide.

b. Returns: You may return any Propell Terminal Product in its original packaging and condition (including all accessories and components) within 30 days after the date of your purchase. To begin the return process for a Propell Terminal Product, please contact us. We will provide you with return shipping instructions. If you follow our instructions, we will cover the cost of return shipping and will refund your purchase price in full using the same method of payment you used to purchase the Propell Terminal Product. We will not take title to any returned Propell Terminal Product until the item arrives at the facility to which we instruct you to return the Propell Terminal

Product. Returns may be subject to a restocking fee. You will be the exporter and importer of record on all returns transactions and will be directly responsible for ensuring that your returns comply with all export and import regulations.

Notwithstanding the terms of this section to the contrary, you agree that any duties and taxes that may be recoverable by you will not be charged or collected from Propell. This clause does not limit any rights that you might have to seek a refund under applicable Law.

8. Limited Hardware Warranty

a. Propell provides a one-year limited warranty against defective materials and faulty workmanship in a Propell Terminal Product. The warranty period starts on the date of your original purchase of the Propell Terminal Product from Propell, and ends one year after that date. If you submit a claim during this warranty period that is within the scope of the limited warranty, and you follow our instructions for returning the Propell Terminal Product, we will at our option, to the extent permitted by applicable Law, either repair the Propell Terminal Product, replace the Propell Terminal Product, or refund to you all or part of the purchase price of the Propell Terminal Product. This limited warranty applies only to unaltered hardware components of the Propell Terminal Products that are used in accordance with these Purchase Terms and not subject to accident, misuse, or neglect.

b. This limited warranty gives you specific rights and is personal to you. You may not transfer this warranty to any other person. You may have additional rights under applicable Law, and this limited warranty does not affect those rights. We will provide you with information about how to return your Propell Terminal Products and obtain a replacement Propell Terminal Product.

9. End Users

You may only purchase the Propell Terminal Products for your own use, or for resale or distribution as permitted by the Propell Terminal Reseller Terms (“Reseller Terms”). You may not otherwise resell, rent, lease or distribute Propell Terminal Products, or allow a third party to use Propell Terminal Products that you have purchased. We reserve the right to refuse to sell or ship the Propell Terminal Products to any person we believe intends to use, resell, distribute or lease the Propell Terminal Products in a manner prohibited by these Purchase Terms (which include the Reseller Terms).

10. Use of Propell Terminal Products

- a. You must use Propell Terminal Products in a manner that is consistent with the terms of the Propell Agreements.
- b. You must ensure that only competent trained employees (or persons under their supervision) are allowed to operate or use Propell Terminal Products and that adequate security measures are put in place to safeguard Propell Terminal Products and data collected by and held on Propell Terminal Products.
- c. You must only use Propell Terminal Products for the purpose for which they are provided and in accordance with all relevant Documentation.
- d. If you ship Propell Terminal Products, you must package the products appropriately and sufficiently to avoid damage caused in transit as a result of insufficient packaging.
- e. You must use Propell Terminal Products in a lawful manner, and must obey all laws, rules, and regulations and other binding requirements or standards of any governmental authority (collectively “Law”) that apply to your use of Propell Terminal Products. This may include compliance with domestic and international Laws related to the use or provision of financial services, notification and consumer protection, unfair competition, privacy, and false advertising.

11. Restrictions

You must not, and must not enable or permit any third party to:

- a. ship a Propell Terminal Product outside of the country to which Propell shipped that product, except that you (or a third party) may ship a Propell Terminal Product that was shipped to the European Economic Area or Switzerland to another country in the European Economic Area or Switzerland;
- b. use a Propell Terminal Product in any country other than the country to which Propell shipped that product, except as otherwise expressly preapproved by Propell in writing, except that you (or a third party) may use a Propell Terminal Product that was shipped to the European Economic Area or Switzerland in another country in the European Economic Area or Switzerland but only if we support Propell Terminal in that country.
- c. where a Propell Terminal Product is registered to a location, move the Propell Terminal Product to a new location without registering the device to its new location and downloading the local device configuration;
- d. represent, or use any technical measures in an attempt to represent, that the location of a Propell Terminal Product is a location different from its actual physical location;
- e. use a Propell Terminal Product to enable any party (including you) to benefit from any activities Propell has identified as a restricted business or activity. Restricted businesses include use of the Propell Terminal Products in or for the benefit of a country, organization, entity, or person embargoed, blocked or on a sanctions list identified by any government, government body or supranational body; or
- f. (i) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of a Propell Terminal Product, Documentation, or our website except as expressly permitted by applicable Law; (ii) transfer any rights granted to you under these terms unless otherwise agreed between you and Propell in writing; (iii) work around any of the technical limitations implemented in a Propell Terminal Product or enable functionality that is disabled or prohibited; (iv) reverse engineer or attempt to reverse engineer a Propell Terminal Product except as expressly permitted by

applicable Law; (v) perform or attempt to perform any actions that would interfere with the normal operation of a Propell Terminal Product or impact the use of the Propell Terminal Products by other users; or (vi) impose an unreasonable or disproportionately large load on the Propell Services.

12. Limitation on Use - Commercial Purposes Only

The Propell Terminal Products may be used for commercial purposes only, and you must not use, or allow any other person to use, the Propell Terminal Products for personal, family, or household use.

13. Unauthorized or Illegal Use

If we suspect or know that you are using or have used Propell Terminal Products for unauthorized, fraudulent, or illegal purposes, or in a manner that exposes you, Propell, or others to risks unacceptable to Propell, we may limit or disable the functionality of your Propell Terminal Products, until such time as you demonstrate to our reasonable satisfaction that our suspicion was unfounded, or you provide us with sufficient assurances that the unacceptable use has been appropriately mitigated and will not recur.

14. Export

The Propell Terminal Products may be subject to foreign export control Law and must be purchased, exported, transferred, and used in compliance with all applicable export Law. Propell does not claim and does not guarantee that the Propell Terminal Products shipped to an address in any given country will be appropriate or available for use in any other country or comply with applicable Law governing export, import, or foreign use. You must comply with all international and national export controls Law, and the end

user, end use and destination restrictions imposed by any country, that apply to the Propell Terminal Products you purchase or receive from Propell under these Purchase Terms.

15. Installation, Updates, and Maintenance; Use with Third-Party Products

You are responsible for installing, integrating and maintaining the Propell Terminal Products, which includes updating the Terminal Device Software as may be required by Propell or the original equipment manufacturer (OEM) from time to time under the Terminal Device EULA (defined in Section A.18 below). Propell will not be obligated to provide services or support for any Propell Terminal Product that contains an outdated version of the Terminal Device Software.

Use of the Propell Terminal Products in conjunction with any other products, such as hardware accessories, may lead to incompatibilities which cause the Propell Terminal Products to not function correctly. As a consequence, all such use is at your own risk.

16. Ownership and Rights

These Purchase Terms do not grant any rights or licenses in the Propell Terminal Products other than as expressly stated in these Purchase Terms and the Terminal Device EULA. As between you and Propell, Propell and its licensors exclusively own all rights, title and interest, including all copyrights (including rights in derivative works), moral rights, rights of publicity, patents, trade secrets, trademarks, service marks, logos and designs, trade secrets, and other intellectual property rights, in and to the Propell Terminal Products. All rights not expressly granted are reserved by Propell.

17. Feedback

You may choose or we may invite you to submit comments or ideas about improving the Propell Terminal Products. If you submit comments or ideas to us, you agree that your submission is voluntary, unsolicited by us, and delivered to us without any restrictions on our use of the comments and ideas under law, contract or otherwise. You also agree that Propell has no fiduciary or any other obligation to you in connection with any comments and ideas you submit to us, and that we are free to use your comments and ideas without any attribution or compensation to you.

18. Software License Terms

The Terminal Device Software is defined in and licensed under an end user Software License Agreement (“Terminal Device EULA”). You, and your use of Propell Terminal Products, must comply with the Terminal Device EULA. Notwithstanding the Terminal Device EULA, in addition to the transfer rights you have under the Terminal Device EULA, you may disclose to third parties Terminal Device Software strictly in accordance with the Reseller Terms.

19. Free Recycling Program

As part of these Purchase Terms, we offer to provide a free recycling service for electronic equipment (any brand) that is returned at your cost (i.e., transported) to a designated Propell collection point within your country. A certificate of disposal will be supplied by us. Where applicable Law dictates other services must be offered, we will adapt the service to be compliant. Where the offered service cannot be provided, we will communicate this to you. Please contact us at <https://Propell.com/contact> to organize return by supplying the address where the units for disposal are stored (we will endeavor to identify an appropriate in-country collection point), the number of units, the type of units (desktop, laptop, tablet, mobile phone) and estimated total weight. Please

note, we assume no responsibility or liability for loss, alteration, unauthorized disclosure of, unauthorized access to, or confidentiality of your data (including personal data or other information) on equipment sent for recycling. Before shipping, you must delete data (including personal data) on hard disk drives and any other storage devices in the electronic equipment for disposal. Where possible, you must remove and damage beyond use any removable media, such as hard disk drive modules. You must not include any hazardous materials. Once the electronic equipment has been shipped, we cannot return it or any data contained on that equipment. Participation in this program constitutes a relinquishment of all rights to and in the electronic equipment and other related materials sent to us.

Section B. General Terms

1. Disclaimer

The Propell Terminal Products are provided as-is and with all faults. Except as expressly stated in these Purchase Terms (and for Propell Terminal Products shipped by or on behalf of Propell to Singapore, subject to section 55 of the Sale of Goods Act (Cap. 393) of Singapore), Propell, its affiliates, and the respective employees, directors, agents, licensors and service providers of Propell and each Propell affiliate (each a “Propell Party” and together the “Propell Parties”) provide no express or implied warranties or conditions, and Propell disclaims and excludes any implied terms, representations, warranties, and conditions with respect to the Propell Terminal Products, including warranties of merchantability, fitness for a particular purpose, title, quiet enjoyment, satisfactory quality and non-infringement, as well as any other implied warranties, such as warranties regarding data loss, availability, accuracy, functionality and lack of viruses. These disclaimers will apply except to the extent applicable Law does not permit them. Any warranties, guarantees, or conditions that cannot be disclaimed as a matter of law,

but which may be limited in duration, last for one year from the date on which you receive a Propell Terminal Product.

2. Limitation of Liability

a. Under no circumstances will any Propell Party be responsible or liable whether in contract, tort (including negligence), under statute or otherwise to you for any indirect, punitive, incidental, special, consequential, or exemplary damages resulting from your use or inability to use the Propell Terminal Products or for the unavailability of the Propell Terminal Products, for lost profits, personal injury to the extent allowed by applicable Law, or property damage, or for any other damages arising out of, in connection with, or relating to these Purchase Terms or your use of the Propell Terminal Products, even if those damages are foreseeable, and whether or not you or the Propell Parties have been advised of the possibility of those damages except as provided in Section B.2.b. The Propell Parties are not liable whether in contract, tort (including negligence) under statute or otherwise, and further deny responsibility for, any damages, harm, or losses to you arising from or relating to hacking, tampering, or other unauthorized access or use of the Propell Terminal Products. The Propell Parties are not liable, and further deny responsibility for all liability and damages to you or others whether in contract, tort (including negligence), under statute or otherwise caused by (i) your or your employees', agents', contractors', end users', and other personnel's access or use of the Propell Terminal Products inconsistent with the Documentation; (ii) any unauthorized access of servers, infrastructure, or data used in connection with the Propell Terminal Products; (iii) interruptions to or cessation of the Propell Terminal Products; (iv) any bugs, viruses, or other harmful code that may be transmitted to or through the Propell Terminal Products; (v) any errors, inaccuracies, omissions, or losses in or to any data provided to us; (vi) third-party content provided by you or your employees, agents, contractors, end users, and other personnel; or (vii) the defamatory,

offensive, or illegal conduct of others. The foregoing limitations will not apply to the extent prohibited by applicable Law.

b. Except to the extent prohibited by applicable Law, you agree to limit any additional liability whether in contract, tort (including negligence), under statute or otherwise not disclaimed or denied by the Propell Parties under these Purchase Terms to your direct and documented damages; and you further agree that under no circumstances will any such liability exceed in the aggregate the amount paid by you to Propell for the Propell Terminal Products.

c. Nothing in these Purchase Terms operates to exclude or limit liability for (i) death or bodily injury; or (ii) fraud or willful misconduct, to the extent that doing so would contravene applicable Law.

3. Disclosures and Notices; Electronic Signature Consent

Propell can provide notices regarding the Propell Terminal Products (“Notices”) to you through our website or through the Dashboard, or by mailing Notices to the email or physical addresses identified in your Propell Account. Notices may include notifications about the Propell Terminal Products or other information we are required to provide to you. Electronic delivery of a Notice will have the same legal effect as if we provided you with a physical copy. We will consider a Notice to have been received by you 24 hours after the time a Notice is either posted to our website or emailed to you.

4. No Agency

Nothing in these Purchase Terms serves to establish a partnership, joint venture, employment, or agency relationship between you and us. You will have no authority to enter into any agreement on Propell’s behalf or in Propell’s name or otherwise bind Propell to any agreement or obligation.

5. Force Majeure

Neither party will be liable for any nonperformance caused by telecommunications, utility, failures, or equipment failures; labor strife, riots, war, or terrorist attacks; nonperformance of our vendors or suppliers, fires or acts of nature; or any other event over which the respective party has no reasonable control. However, nothing in this section will affect or excuse your liabilities or your obligation to pay any amounts owed to Propell under these Purchase Terms.

6. Your Liability For Third-Party Claims Against Us

- a. Without limiting, and in addition to, any other obligation that you may owe under these Purchase Terms, you are at all times responsible for the acts and omissions of your employees, directors, contractors and agents, to the extent they are acting within the scope of their relationship with you.
- b. You agree to defend each Propell Party against any claim, suit, demand, loss, liability, damage, action, or proceeding (each a "Claim") brought by a third party against a Propell Party, and you agree to fully reimburse the Propell Parties for any Claims that results from: (i) your breach of any provision of these Purchase Terms ; (ii) negligent or willful misconduct of you, your employees, contractors, or agents; or (iii) contractual or other relationships between you and any third party, including your customers.

7. Representations and Warranties

By accepting these Purchase Terms, you represent and warrant that (a) you have the authority to execute and perform the obligations required by these Purchase Terms; (b) you will comply with all Law applicable to your business and use of the Propell Terminal Products; (c) your employees, directors, contractors and agents will at all times act consistently with these Purchase Terms; and (d) you will not use the Propell Terminal

Products, directly or indirectly, for any fraudulent or illegal undertaking, or in any manner that interferes with the normal operation of the Propell Terminal Products or the Propell Terminal Services.

8. Governing Law; Intellectual Property Disputes

a. **Governing Law:** These Purchase terms will be governed by and construed in accordance with the laws of the region to which the Propell Terminal Products were shipped by or on behalf of Propell. The terms of the United Nations Convention on Contracts for the International Sale of Goods will not apply. Specifically, the following laws, notwithstanding any conflicts of law rules to the contrary, will apply for Propell Terminal Products shipped to:

- (i) the United States: the laws of the state of California;
- (ii) Canada: the laws of the Province of British Columbia and federal Laws of Canada applicable in British Columbia;
- (iii) the United Kingdom, Switzerland or the European Economic Area: the laws of Ireland;
- (iv) Australia: the laws of Victoria;
- (v) New Zealand: the laws of Auckland, New Zealand; and
- (vi) Singapore: the laws of the Republic of Singapore.

b. **Intellectual Property Disputes:** In the event that there is a dispute, claim or controversy arising out of or relating principally related to either party's intellectual property (an "IP Claim"), each party agrees to bring the IP Claim before the courts listed below ("Courts") that are located in the country to which the Propell Terminal Products were shipped by or on behalf of Propell. The parties irrevocably consent to the exclusive jurisdiction and venue of the applicable Courts, and you and Propell each agree not to commence or prosecute any IP Claim other than in the applicable Courts. You and Propell each waive all defenses of lack of personal jurisdiction and forum

non-conveniens. Specifically, the following courts are the applicable Courts for IP Claims as well as the enforcement of awards described in Section B.9.d below for Propell Terminal Products shipped to:

- (i) the United States: the United States District Court for the Northern District of California;
- (ii) Canada: the Federal Court in Vancouver, British Columbia;
- (iii) the United Kingdom, Switzerland or the European Economic Area: the courts of Ireland in a location in Dublin;
- (iv) Australia: the courts located in Melbourne, Australia;
- (v) New Zealand: the courts located in Auckland, New Zealand; and
- (vi) Singapore: the courts located in the Republic of Singapore.

9. Dispute Resolution

a. **Binding Arbitration:** In the event that there is a dispute, claim or controversy arising out of or relating to statutory or common law claims, the breach, termination, enforcement, interpretation or validity of any provision of these Purchase Terms, and the determination of the scope or applicability of your agreement to arbitrate any dispute, claim or controversy originating from these Purchase Terms, but specifically excluding any IP Claim (which will be resolved in litigation in accordance with Section B.8 above), will be determined by arbitration and the arbitrator will apply the law as stated in Section B.8.a above:

(i) for Propell Terminal Products shipped to the United States by or on behalf of Propell, in San Francisco, California before a single arbitrator. The arbitration will be administered by the American Arbitration Association under its Commercial Arbitration Rules, as amended by these Purchase Terms. If the American Arbitration Association is no longer in business, or refuses or declines to administer any dispute between the parties brought before it, either party may petition the United States District Court for

the Northern District of California to appoint the arbitrator. Nothing in this paragraph will preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties acknowledge that these Purchase Terms evidences a transaction involving interstate commerce. Notwithstanding the provisions in this paragraph referencing applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern any arbitration conducted pursuant to the terms of these Purchase Terms.

(ii) for Propell Terminal Products shipped to Canada by or on behalf of Propell, in Vancouver, British Columbia, administered by the International Centre for Dispute Resolution under its International Arbitration Rules, as amended by these Purchase Terms. The number of arbitrators will be one. The arbitrator will have the authority to award any remedy or relief that a court could order or grant. The arbitrator will have no authority to decide claims on a class action or collective action basis.

(iii) for Propell Terminal Products shipped to the United Kingdom, Switzerland or the European Economic Area by or on behalf of Propell, in Dublin, Ireland administered by arbitration in accordance with the JAMS International Arbitration Rules as amended by these Purchase Terms. The tribunal will consist of a sole arbitrator. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction.

Nothing in this section will preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator will have the authority to award any remedy or relief that a court could order or grant. The arbitrator will have no authority to decide claims on a class action or collective action basis.

(iv) for Propell Terminal Products shipped to Australia, in Melbourne, Australia administered by arbitration in accordance with the Australian Centre for International Commercial Arbitration ("ACICA") Arbitration Rules as amended by these Purchase Terms. The seat of arbitration will be Melbourne, Australia. The tribunal will consist of one arbitrator. Judgment upon the award may be entered in any court of competent jurisdiction.

(v) for Propell Terminal Products shipped to New Zealand, in Auckland, New Zealand administered by arbitration in accordance with the SIAC Rules as amended by these Purchase Terms. The tribunal will consist of one arbitrator. Judgment upon the award may be entered in any court of competent jurisdiction.

(vi) for Propell Terminal Products shipped to Singapore, in Singapore administered by arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force ("SIAC Rules"), which are deemed to be incorporated by reference into this subsection (vi), except to the extent they conflict with these Purchase Terms. The tribunal will consist of one arbitrator. Judgment upon the award may be entered in any court of competent jurisdiction. Nothing in this section will preclude either party to apply for urgent interlocutory relief from any court of competent jurisdiction. A person who is not a party to these Purchase Terms will have no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any of the terms of these Purchase Terms.

Either party may commence arbitration by providing the other party and the applicable arbitration authority above (where required or allowed) a written demand for arbitration, setting forth the subject of the dispute and the relief requested. The language of the arbitration will be English.

b. **Service of Process:** Each party hereby irrevocably and unconditionally consents to service of process through personal service at their corporate headquarters, registered address, or primary address (for individuals or sole proprietors). Nothing in these Purchase Terms will affect the right of any party to serve process in any other manner permitted by applicable Law.

c. **Class Waiver:** To the fullest extent permitted by applicable Law, each of the parties agrees that any dispute arising out of or in connection with these Purchase Terms, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim or dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably

waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to these Purchase Terms or any of the transactions contemplated between the parties.

d. **Provision of an Award:** Subject to the limitations of liability identified in these Purchase Terms, the appointed arbitrators may award monetary damages and any other remedies allowed by the applicable Law as determined under Section B.8.a above. In making a determination, the arbitrator will not have the authority to modify any term or provision of these Purchase Terms. The arbitrator will deliver a reasoned written decision with respect to the dispute (the "Award") to each party, who will promptly act in accordance with the Award. Any Award (including interim or final remedies) may be confirmed in or enforced by the applicable Courts as determined under Section B.8.b above. The decision of the arbitrator will be final and binding on the parties, and will not be subject to appeal or review.

e. **Fees:** Each party will advance one-half of the fees and expenses of the arbitrators, the costs of the attendance of the arbitration reporter at the arbitration hearing, and the costs of the arbitration facility. In any arbitration arising out of or related to these Purchase Terms, the arbitrators will award to the prevailing party, if any, the costs and legal/attorneys' fees reasonably incurred by the prevailing party in connection with those aspects of its claims or defenses on which it prevails, and any opposing awards of costs and legal fees awards will be offset.

f. **Confidentiality:** The parties will maintain the confidential nature of the arbitration proceeding, the hearing and the Award, except (i) as may be necessary to prepare for or conduct the arbitration hearing on the merits, (ii) in connection with a court application as contemplated above for a preliminary remedy, or confirmation of an Award or its enforcement, (iii) our disclosure of the Award in confidential settlement negotiations, or (iv) as otherwise required by applicable Law. The parties, witnesses, and arbitrator will treat as confidential and will not disclose to any third person (other than witnesses or experts) any documentary or other evidence produced in any arbitration under these

Purchase Terms, except as required by applicable Law or except if the evidence was obtained from the public domain or was otherwise obtained independently from the arbitration.

g. **Conflict of Rules:** In the case of a conflict between the provisions of Section B.8 and the rules governing arbitration identified in Section B.8.a, the provisions of this Section B.8 will prevail. If any provision of these Purchase Terms to arbitrate is held invalid or unenforceable, it will be so held to the minimum extent required by applicable Law and all the other provisions will remain valid and enforceable.

10. Assignment

You may not assign, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, these Purchase Terms or any rights or obligations under these Purchase Terms, without the prior written consent of Propell. Any purported assignment, transfer, delegation, or disposal by you without Propell's prior written consent will be null and void. Propell may assign any of its rights and obligations under these Purchase Terms without your prior written consent. These Purchase Terms will be binding upon and will insure to the benefit of you and Propell and their respective successors and permitted assigns.

11. Entire Agreement

These Purchase Terms and all policies and procedures that are incorporated by reference constitute the entire agreement between you and Propell for provision and use of the Propell Terminal Products. Except where expressly stated otherwise in a writing executed between you and Propell, these Purchase Terms will prevail over any conflicting policy or agreement for the provision or use of the Propell Terminal Products. These Purchase Terms set forth your exclusive remedies with respect to the Propell Terminal Products. If any provision or portion of these Purchase Terms is held to be

invalid or unenforceable under applicable Law, then it will be reformed and interpreted to accomplish the objectives of that provision to the greatest extent possible, and all remaining provisions of these Purchase Terms will continue in full force and effect.

12. Cumulative Rights, Construction, Waiver

The rights and remedies of the parties under these Purchase Terms are cumulative, and either party may enforce any of its rights or remedies under these Purchase Terms, along with all other rights and remedies available to it under applicable Law or in equity. No provision of these Purchase Terms will be construed against any party on the basis of that party being the drafter. Unless expressly stated otherwise, the use of the term “including” or “such as” is not to be interpreted as limiting the generality of the text preceding the term. To be enforceable, a waiver must be in writing and signed by the waiving party. The failure of a party to enforce any provision of these Purchase Terms will not constitute a waiver of that party’s rights to subsequently enforce the provision.

13. Survival

Provisions in these Purchase Terms which by their nature are intended to survive termination (including indemnification obligations and limitations of liability) will survive termination of these Purchase Terms.