

## 2CHECKOUT AFFILIATE NETWORK PROGRAM TERMS AND CONDITIONS

These 2Checkout Affiliate Network Program terms and conditions, together with the 2Checkout policies available at the 2Checkout Site (collectively, the “**terms and conditions**”), govern the arrangement between you and Verifone Payments B.V. dba 2Checkout (“**2Checkout**”) in relation to your participation in the 2Checkout Affiliate Network Program.

If you do not agree to the terms and conditions, you may not participate in the 2Checkout Affiliate Network Program. By requesting participation in the 2Checkout Affiliate Network Program, you agree that you have read, understand, and accept the terms and conditions and are bound by them and any other terms or policies incorporated in them by reference.

2Checkout reserves the right to update the terms and conditions by giving you notice of any new or modified terms at any time. Any such new or modified terms will immediately supersede any previous version of the terms and conditions and any dispute arising under the terms and conditions will be resolved in accordance with the version of the terms and conditions that was in effect at the time the act or omission occurred that gave rise to the dispute. If you do not accept any such new or modified terms, you may elect not to accept them by withdrawing from participation in the 2Checkout Affiliate Network Program at any time.

### 1. DEFINITIONS

Unless the context requires otherwise, the following terms have the meaning set out below:

“**2Checkout Affiliate Network Program**” means the program operated by 2Checkout that allows affiliates approved by 2Checkout to promote Vendor Products and Services and earn commissions from 2Checkout in respect of sales of such Vendor Products and Services to Shoppers.

“**2Checkout Site**” means <https://www.2checkout.com> or such other URL that 2Checkout may provide in the future.

“**Affiliate Site**” means your internet site(s) from time to time, as notified to and approved by 2Checkout.

“**C-Panel**” means a portal where you can view notices from 2Checkout and view metrics and details of commissions in relation to sales of relevant Vendor Products and Services that 2Checkout makes to Shoppers referred by you.

“**Link**” means a URL generated through the C-Panel relating to specific Vendor Products and Services that you may incorporate in the Affiliate Site to direct Shoppers to the 2Checkout Site (and that records the Affiliate Site as the source of the Shopper when the Shopper accesses the 2Checkout Site).

“**Shopper**” means an end user to which 2Checkout sells licenses or access to the Vendor Products and Services.

“**Vendor**” means an entity in relation to which 2Checkout acts as reseller of Vendor Products and Services.

“**Vendor Products and Services**” means products and services sold by 2Checkout as a reseller of Vendor.

### 2. PARTICIPATION IN THE 2CHECKOUT AFFILIATE NETWORK PROGRAM

(a) To request participation in the 2Checkout Affiliate Network Program, you must submit an application to 2Checkout through the 2Checkout Site. 2Checkout will review that application and may request additional documents at its discretion,

including as necessary to meet its know your customer ("KYC") and other compliance obligations. 2Checkout may approve or reject your application, at 2Checkout's absolute discretion.

(b) If you are approved to participate in the 2Checkout Affiliate Network Program, you may view Vendor Products and Services that are available for promotion by you, along with details of the commission available to you and any Vendor-specific terms and conditions ("**Vendor-Specific Terms**"). You may request to promote such Vendor Products and Services through the C-Panel. 2Checkout will review such requests and may approve or reject your request, at 2Checkout's absolute discretion.

(c) If you are approved to promote specific Vendor Products and Services, you may promote those Vendor Products and Services on the Affiliate Site, subject to the terms and conditions and any Vendor-Specific Terms. On the Affiliate Site, you may refer to any Vendor Products and Services that you have been approved to promote, including through text, images or other graphic representations, together with the relevant Link.

(d) Vendors may modify the Vendor-Specific Terms at any time by adding such modifications to the C-Panel; those modified Vendor-Specific Terms will bind you, but you may elect not to accept them by withdrawing your request to promote such Vendor Products and Services in the C-Panel.

(e) You and your employees, agents, and third-party advisors who are not competitors of 2Checkout may use the C-Panel solely to the extent necessary to participate in the 2Checkout Affiliate Network Program and perform your obligations under the terms and conditions. For the purposes of the terms and conditions, "**competitors of 2Checkout**" means any entity or individual that offers merchant of record, or digital goods distribution services, that are substantially similar to or in direct or indirect competition with 2Checkout's business. You will be responsible for any actions taken by any person using log-in credentials issued to you or your employees, agents, and third-party advisors, regardless of whether you have authorized such person to use those credentials. You must notify 2Checkout immediately if you become aware that the confidentiality or security of those credentials have been compromised in any manner.

### 3. YOUR OBLIGATIONS

(a) You must comply with all applicable laws, rules, regulations, sanctions, and other government edicts applicable to the carrying out of your business, including the marketing of the Vendor Products and Services and any foreign exchange regulations applicable to your receipt of payments from 2Checkout. You must not use false or deceptive advertising or make any misleading statements in any marketing communications regarding the Vendor Products and Services.

(b) You must comply with 2Checkout's acceptable use policy, privacy policy, website use policy, cookies policy, and data sharing agreement, available at the 2Checkout Site.

(c) You must provide 2Checkout any information that 2Checkout may request in connection with your participation in the 2Checkout Affiliate Network Program and notify 2Checkout of any changes to any information previously provided to 2Checkout as soon as reasonably possible, including any change to: (i) your legal name, registered address, tax registration number or status; (ii) the identity of your directors and ultimate beneficial owners; or (iii) the URL(s) of the Affiliate Site.

(d) All information you provide to 2Checkout must be accurate and complete and is subject to ongoing KYC and other compliance reviews by 2Checkout. 2Checkout may terminate your participation in the 2Checkout Affiliate Network Program immediately if any information you provide or update causes you to fail 2Checkout's KYC checks or other aspects of 2Checkout's underwriting or onboarding policies.

(e) You must provide correct and complete URLs of the Affiliate Site, as well as a master user e-mail address that 2Checkout may use to contact you. You may modify such URLs subject to 2Checkout's prior written approval, which may be given via e-mail or notice in the C-Panel.

(f) You represent and warrant that none of you, any of your affiliates, or any beneficial owner, director, officer, employee, agent, or affiliate of you or any of your affiliates is: (i) an individual or entity that is, or is owned or controlled by persons that are the target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, His Majesty's Treasury, or any other relevant sanctions authority (collectively, "Sanctions"), or (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions.

(g) You will indemnify, defend and hold harmless 2Checkout, its employees, officers, directors, and agents from and against any and all claims, liabilities, penalties, settlements, judgments, fees (including reasonable legal fees) arising from or in relation to any violation of your obligations stated in this section 3 or any representation or warranty made by you being false or misleading. A 2Checkout indemnified party may participate in the defense of any such claims and engage counsel of its own choosing, at its cost and expense. You shall not settle any claim without the relevant 2Checkout indemnified party's prior written consent.

#### **4. TERM AND TERMINATION**

(a) 2Checkout may suspend and/or terminate your participation in the 2Checkout Affiliate Network Program in whole or in part at any time without prior notice, at 2Checkout's absolute discretion. 2Checkout will not be obligated to pay you any amounts otherwise due under the terms and conditions during the term of any suspension.

(b) Upon any expiration or termination of your participation in the 2Checkout Affiliate Network Program, 2Checkout will retain any commissions for a minimum of 6 months as a deposit to cover all fees, penalties, refunds, chargebacks and other amounts payable by you under the terms and conditions. Once it is determined that no such fees, penalties, refunds, chargebacks, or other amounts are applicable, 2Checkout shall pay the remaining commissions to you without undue delay.

(c) Any provisions of the terms and conditions that, by their nature, are intended to continue beyond the expiry or termination of your participation in the 2Checkout Affiliate Network Program, including any indemnity obligations, will remain in full force and effect after expiry or termination of your participation in the 2Checkout Affiliate Network Program. 2Checkout's rights under this section apply in addition to, and do not limit any other rights or remedies that it may have under the terms and conditions or at law.

#### **5. COMMISSIONS AND PAYMENT METHODS**

(a) 2Checkout will calculate commissions payable to you in respect of Vendor Products and Services that you have been approved to promote, based on the value (net of all taxes) of transactions in which Shoppers place orders for such Vendor Products and Services on the 2Checkout Site after clicking on the relevant Link. Orders which are subsequently not delivered, not settled or which are subject to refunds or chargebacks are not eligible for commission (and if a commission has already been paid in respect of such transaction, the relevant amount will be deducted from the next commission payment or, if no commission is payable for the next reporting period, become payable by you). 2Checkout may also withhold commissions temporarily during assessment of disputes raised by Shoppers via chargebacks.

(b) 2Checkout will pay commissions to the bank account or other payment method you advise from time to time (including by email), subject to 2Checkout's KYC checks and approvals. 2Checkout shall pay commissions to you by bank transfer 20 days

(or, if applicable, the next business day after 20 days) after the end of each calendar month (or such other time period as agreed from time to time between you and 2Checkout).

(c) 2Checkout is not obligated to make any payments to you if the amount payable by 2Checkout following the calculation in (a) above is less than €100 or US\$100 (as applicable for the agreed payout currency).

(d) For the avoidance of doubt, 2Checkout is not obliged to pay any amount to you associated with your activities that 2Checkout considers in its sole discretion to be fraudulent or illegal.

(e) If there is a dispute about how much 2Checkout owes you, 2Checkout has the right to withhold the disputed amount until the dispute is resolved.

## 6. CONFIDENTIALITY

(a) Neither party will use or disclose non-public information about the other party's business (including software, technical specifications, customer lists, or information relating to a party's operational, strategic, or financial matters) (collectively, "**Confidential Information**"), the terms and conditions, or any non-public information relating to the 2Checkout Affiliate Network Program.

(b) Each party may disclose Confidential Information to its directors, officers, employees, affiliates, and agents that have a need to know such Confidential Information for the purpose of performing such party's obligation under the terms and conditions.

(c) Confidential Information does not include information that: (i) is or subsequently becomes publicly available (through no fault of the recipient); (ii) the recipient lawfully possesses before its disclosure without confidentiality restrictions; (iii) is independently developed without reliance on the discloser's Confidential Information; or (iv) is received from a third party that is not obligated to keep it confidential.

(d) Each party will take commercially reasonable measures to protect the other party's Confidential Information.

(e) This obligation will continue for 3 years after the termination or expiration of the terms and conditions, except in respect of trade secrets, which shall remain subject to this confidentiality obligation until such time as those trade secrets are no longer considered trade secrets under applicable law.

## 7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

(a) 2Checkout will not be liable for and you hereby waive and agree not to assert any claims for:

- (i) any special, incidental, indirect, exemplary, consequential, or punitive damages;
- (ii) loss of use, loss of business, loss of profits or revenue, goodwill or savings, chargebacks, cost of equipment purchased or otherwise acquired in connection with the 2Checkout Affiliate Network Program, downtime, or damage to, loss of, or replacement of data or transactions or cost of substitute services, regardless of whether such losses are direct losses or indirect losses, in each case relating in any manner to the 2Checkout Affiliate Network Program, whether arising from claims based in warranty, contract, tort, or otherwise, even if 2Checkout has been advised of the possibility of such damages; or

(iii) losses arising out of delays, interruptions, service failures, or other problems inherent in the use of the internet and electronic communications or otherwise outside of 2Checkout's reasonable control.

(b) 2Checkout's total aggregate liability under the terms and conditions, regardless of the form of action giving rise to such liability (whether in contract, tort, or otherwise), shall not exceed US\$3,000.

(c) The foregoing limitations shall apply even if any limited remedy available is found to have failed its essential purpose, except in respect of any matter for which it would be unlawful to exclude liability.

(d) No action, regardless of form, arising out of or in connection with the terms and conditions may be brought by you more than one year after the first day that the cause of action first occurred, except for an action for non-payment of commissions to you.

(e) The foregoing states 2Checkout's entire liability regarding the terms and conditions and is a fundamental part of the basis for 2Checkout's bargain under the terms and conditions and 2Checkout would not allow you to participate in the 2Checkout Affiliate Network Program or otherwise enter into the terms and conditions absent such limitations.

## 8. FINAL PROVISIONS

(a) The terms and conditions contain the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of the terms and conditions.

(b) You may not assign, subcontract, or encumber any right or obligation under the terms and conditions, in whole or in part, without 2Checkout's prior written consent, such consent not to be unreasonably withheld or delayed. Any assignment in violation of this restriction shall be void. Subject to the preceding sentence, the terms and conditions shall bind you and your permitted successors and assigns. 2Checkout may assign any of its rights or obligations under the terms and conditions in its sole discretion and without your consent. 2Checkout may delegate or subcontract all or any portion of its obligations hereunder to any of its affiliates or any third party; provided that 2Checkout shall at all times remain responsible towards you for the performance by such subcontractor of such obligations.

(c) If any provision of the terms and conditions is invalid, unlawful, or unenforceable as drafted, the parties intend for that provision to be amended and construed in a manner designed to effectuate the purpose of the provision to the fullest extent permitted by law. If a provision cannot be so amended and construed, it will be severed, and the remaining provisions of the terms and conditions shall remain unimpaired, valid, and in full force and effect to the fullest extent permitted by law and shall be interpreted so as best to reasonably effect the intent of the parties hereto.

(d) The relationship between 2Checkout and you is that of independent contractors. Neither party nor a party's employees, consultants, contractors, or agents are agents, employees, partners, or joint venturers of the other party, nor do they have any authority to bind the other party by contract or otherwise to any obligation. They will not represent to the contrary, either expressly, implicitly, by appearance or otherwise.

(e) 2Checkout may identify you as a customer on its website and other marketing materials, and, in connection with these activities, 2Checkout may use your name and logo in accordance with any brand usage guidelines provided in writing to 2Checkout. 2Checkout may issue press releases, either jointly or independently, relating to the matters contemplated by the terms and conditions if you approve the form and substance of such press release in advance (such approval not to be unreasonably withheld, conditioned, or delayed). Except for the foregoing or with respect to disclosures and regulatory filings

required under applicable law, neither party shall make any public announcements relating to the matters contemplated by the terms and conditions without the prior written consent of the other party.

(f) No waiver will be implied from conduct or failure to enforce or exercise rights under the terms and conditions, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the waiving party.

(g) Any notice or communication required or permitted under the terms and conditions shall be in writing to the parties at the addresses or e-mail addresses as may be given in writing by either party and shall be deemed to have been received by the addressee: (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the second business day following dispatch; (iii) if given by registered or certified mail, postage prepaid and return receipt requested, the fifth business day after such notice is deposited in the mail; or (iv) if given by email in the first business day following dispatch with email confirmation notice.

(h) Except as expressly permitted herein (including as permitted in the preamble), no supplement, modification, or amendment of the terms and conditions shall be binding unless executed in writing by a duly authorized representative of each party. No provision of any purchase order or other business form employed by you will supersede the terms and conditions, and any such document relating to the terms and conditions shall be for administrative purposes only and shall have no legal effect.

(i) Headings in the terms and conditions are for reference purposes only and will not affect in any way the meaning or interpretation of the terms and conditions. Any agreement, instrument, law, statute, regulation, industry rule, or card scheme rule defined or referred to herein means such agreement, instrument, law, statute, regulation, industry rule, or card scheme rule as from time to time amended, modified or supplemented. References to a party or person are also to its permitted successors and assigns.

(j) The terms and conditions shall be governed by, construed and enforced in accordance with, the laws of England, without giving effect to conflict of law rules that may result in the application of the substantive or procedural law of any other jurisdiction. The parties hereby submit to the exclusive jurisdiction of the courts in England and each party expressly waives any rights to contest the jurisdiction, venue, or convenience of any such court. The rights and obligations of the parties under the terms and conditions shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.