

Terms of Service
Last updated: April 2025

Klearly B.V. d/b/a Klearly ("Klearly", "us", "our", or "we"), a company incorporated in the Netherlands, has developed a solution that allows merchants ("Merchants") to collect payments from their customers using their devices by way of NFC technology ("Solution"), which is available through our application ("App") or dashboard connected thereto. These Terms of Service ("Terms") govern your access and use of the App, and services available thereon or in connection therewith ("Services"). To the extent you have engaged with us by way of one of our partners ("Partners"), our use of the Solution, App, and Services is also subject to your agreement with the Partner ("Partner Agreement"). In such case, the Solution may also be made available in connection with the Partner's system or technology ("Partner Services"). Our Privacy Notice, available at ("[Privacy Notice](#)") and the DPA (defined below) govern our collection, processing and transfer of any Personal Data (as such term is defined in the Privacy Notice). "You" means a Merchant using the Services, whether as an individual that is a Merchant, or [a user on behalf of](#) a business that is a Merchant.

Klearly may, from time to time, provide special offers, benefits, or arrangements customized for specific events, customers, or engagements ("**Special Offerings**"). Unless explicitly stated otherwise in the applicable terms of service governing the relevant Special Offering ("**Special Offering Terms**"), in the event of any conflict or inconsistency between these Terms and the Special Offering Terms, these Terms shall prevail and take precedence.

Please read these Terms carefully. By clicking on the button marked "I agree" you assent to these Terms. We may change these Terms from time to time and by continuing to use the Services following any changes, you agree to the amended Terms. If you do not agree to any of these Terms, please do not click the button marked "I agree" and do not use the Services.

If you are registering on behalf of a Merchant that is a business, you represent that you are authorized to enter into, and bind the Merchant to these Terms and register for the Services.

1. Use of Services

1.1. Subject to these Terms and the Partner Agreement, if applicable, Klearly allows you to access and use the Solution, App, and Services on a non-exclusive basis for the Merchant's internal business purposes.

1.2. The Solution allows you to accept contactless payments to your device. Through the App, you may create an inventory by entering details of the products and/or services that the Merchant offers. This may include descriptions and/or pictures of each item or service on offer. When charging customers, you may select the relevant product and/or service from the saved inventory, select an amount. Alternatively, if you are using the Solution in connection with the Partner Services, you may link the Solution to the Partner Services so that we will receive details of the transaction to be processed. The customer's card or phone can be tapped to complete the transaction. Once a transaction is completed, you can add a description of the transaction for your records. Where you are using the Solution in connection with the Partner Services, we will also send certain details of the transaction back to the Partner, such as whether the transaction was successfully completed.

1.3. It is your sole responsibility to provide your customers with receipts of their transactions in accordance with applicable law. Receipts may be generated through the Solution. Klearly disclaims all liabilities regarding the provision of receipts to your customers. To the extent possible, any logo or content added by you to the receipt shall be considered User Content (as defined below).

1.4. Klearly uses a third-party payment processor to process your transactions. You will be subject to terms and conditions governing the use of that third party's service and that third party's Personal Data collection practices.

1.5. The Solution produces analytics about the sales made through the Solution, which are compiled in reports. The reports contain aggregated statistics about sales, as well as analytics and insights based on the data collected. Reports may be exported at your convenience. You hereby grant Klearly an unlimited license to use the data we collect about your business to generate these reports. Klearly does not provide warranties with respect to any analytics and/or insights contained in any reports and expressly disclaims any and all liability in connection with the content or use thereof, including without limitation that they will be of quality, accurate, or fit for a particular purpose.

1.6. Use of and access to the Services is void where prohibited by law. You represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are at least 18 years old, and have the ability to form a binding contract; (d) your use of the Services does not violate any applicable law, regulation, or obligation you may have to a third party; and

(e) you shall comply with applicable laws, regulations, and these Terms throughout your use of the Services. You are solely responsible for ensuring that these Terms comply with all laws, rules, and regulations applicable to you and the Merchant. The right to access the Services is revoked where these Terms or use of the Services is prohibited. The Services are not intended to be used by any individuals under the age of sixteen (16). As such, you may not allow employees or other users under the age of sixteen (16) to use the Services.

1.7. You further represent and warrant that (a) when we process Personal Data of your customers on your behalf for the purpose of providing of the Services, you will be considered the data Controller (as defined in the GDPR) and you are responsible for compliance with your obligations as data Controller under applicable law including the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR") and we shall act solely as a data Processor (as defined in the GDPR) on your behalf, all in accordance with the Data Processing Agreement ("DPA"); (b) you are responsible for compliance with your obligations as data Controller under applicable law including any applicable data protection laws and the GDPR (c) you have and shall maintain throughout the term of these Terms and the DPA all necessary rights and consents required under applicable law in order to provide Personal Data to Klearly and allow it to provide its Services as a Processor; (d) you shall ensure that a record of such consents is maintained, as required under applicable law; and (e) you shall not provide Klearly with any Special Categories of Data (as defined in the GDPR) and/or any data or information subject to special regulatory or statutory protection regimes (including

but not limited to data regarding children and health data).

2. Account Registration

2.1. In order to register for and use the Services as an "Owner" of a Merchant account, you will be required to provide the following Personal Data: your full name, email address, phone number, date of birth and registered address. You will also be required to provide the following information about your business: business name, legal form, business industry, business location, IBAN number and ultimate beneficial owners. We will also need to authenticate you and verify your identity. To do so, we will need you to take a picture of your photo ID as well as a selfie.

2.2. In the event that you start the registration process but do not finalize it, we may contact you to offer our assistance in finalizing the process.

2.3. In the event that you are engaging with Klearly through a Partner, you agree that Klearly may share certain details related to your engagement with the Partner in order to facilitate the Partner Agreement and integration with the Partner Services. This may include Personal Data pertaining to the Owner of the Merchant account.

2.4. The individual who opens the Merchant's account will be considered an "Owner" of the account and will have full access to all features available in the Merchant's account. An Owner may invite additional authorized users to the Merchant's account via email, configure the permissions for each individual authorized user account, and delete user accounts. Owners will also be able to see an overview of all transactions associated with the Merchant's account and will be able to access and export reports. Each additional authorized user will be required to complete the registration process, provide the details requested, and accept these Terms.

2.5. Subject to applicable law, Klearly may refuse to open an account for any individual or entity at its sole discretion and/or limit the number of Owner and/or employee users a Merchant may register, at its sole discretion.

2.6. You agree to take reasonable measures to prevent unauthorized access to your account, and to notify us immediately of any unauthorized use of your account. You are solely responsible for the security of your computer system and/or device and all activity on your account, even if such activities were not committed by you. To the fullest extent permitted by applicable law, Klearly will not be liable for any losses or damage arising from unauthorized use of your account. We do not police for and cannot guarantee that we will learn of or prevent any inappropriate use of the Services.

3. Termination of Account

3.1. You may request termination of your account at any time by contacting our customer support. Following such request, we shall close your account as soon as reasonably practicable. Suspension or termination of your account shall not affect your obligations under these Terms (including but not limited to ownership, indemnification, any representations and warranties made by you, limitation of liability, and payment

obligations), which by their sense and context are intended to survive such suspension or termination.

3.2. Klearly may suspend or terminate your account at any time by providing three (3) days' prior notice. In addition, Klearly may suspend or terminate your account with immediate effect and may take any other corrective action it deems appropriate upon occurrence of any of the following events: (i) violation of the letter or spirit of these Terms, (ii) behavior that is fraudulent, harassing, abusive, illegal or harmful to other users, third parties, or the business interests of Klearly; (iii) failure to make payment in accordance with the terms specified herein; (iv) failure to provide required information or any falsehoods, discrepancies, or misrepresentations in any information you provided; or (v) due to any issues that arise including during transaction monitoring and/or in connection with the applicable Partner. If your account is terminated, you may not rejoin Klearly without permission. Klearly may modify or discontinue the Services for all users at any time. Upon termination of your account, you shall not have any further access to any data, reports, or other content that may be available through your account.

3.3. We reserve the right to investigate suspected violations of these Terms or illegal and inappropriate behavior through the Services. We will cooperate with any law enforcement authorities or court order directing or requesting that we disclose the identity, behavior, or User Content (as defined below) of anyone believed to have violated these Terms or to have engaged in illegal behavior in connection with the Services.

4. Fees and Payment. In consideration for the Services, a certain percentage of each transaction you complete may be collected by Klearly and/or the applicable Partner, as applicable. You hereby authorize the collection of such amounts. Except as expressly provided by the applicable entity collecting the fees, fees are non-refundable. Payment made to the Partner is subject to any applicable terms and/or agreements and/or policies of the Partner.

5. Content. Certain types of content may be made available through the Solution. "Content" as used in these Terms means, collectively, all content on or made available through the Services, including any images, photos, pictures, reports, and any modifications or derivatives of the foregoing.

6. User Content

6.1. Klearly allows you and other users to provide certain types of content through the Services, including images and details of products and services that you offer, as well as details of transactions, and any modifications or derivatives of the foregoing ("**User Content**").

6.2. User Content comes from a variety of sources. You understand that Klearly is not responsible for the accuracy, usefulness, safety, appropriateness, or infringement of any intellectual property rights of or relating to the User Content. Although users must agree to these Terms, it is possible that other users (including unauthorized users) may post or transmit offensive or obscene materials and that you may be involuntarily exposed to such materials. You hereby waive any legal or equitable rights or remedies

you have or may have against us with respect thereto.

6.3. KLEARLY DOES NOT ENDORSE ANY CONTENT OR USER CONTENT AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXPRESSLY DISCLAIMS ALL LIABILITY IN CONNECTION WITH CONTENT OR USER CONTENT, INCLUDING ANY ISSUES ARISING DUE TO ERRORS IN USER CONTENT PROVIDED FOR PURPOSES OF THE INVENTORY. KLEARLY DISCLAIMS ALL LIABILITY FOR THE ACTS OR OMISSIONS OF USERS (INCLUDING UNAUTHORIZED USERS) THAT ARE NOT SOLELY DUE TO KLEARLY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, WHETHER SUCH ACTS OR OMISSIONS OCCUR DURING THE USE OF THE SERVICES OR OTHERWISE.

7. User Content Restrictions

7.1. Klearly has no obligation to accept, display, or maintain any User Content. Moreover, Klearly reserves the right to remove and permanently delete any User Content uploaded by you without notice if such User Content is suspected to be infringing, in violation of these Terms, or in the event of termination of the applicable account. You are and shall remain fully and solely responsible for any User Content that you provide. You represent and warrant that any User Content that you provide complies with applicable law and that you have all necessary rights, licenses, consents, and authorities required to provide such User Content.

7.2. Without limiting the above, you agree that you will not transmit, submit or upload any User Content or act in any way that: (i) violates the legal rights of others; (ii) infringes the intellectual property, moral, publicity, privacy, or other rights of any third party;

(iii) is (or you reasonably believe or should reasonably believe to be) in furtherance of any illegal, counterfeiting, fraudulent, pirating, unauthorized, or violent activity; (iv) does not comply with all applicable laws, rules and regulations; (v) contains material we determine to be offensive, including that which promotes, hate, violence, or discrimination; (vi) constitutes a harassment or threat; (vii) contains obscene material; and/or (viii) contains any virus, worm, trojan horse, or other harmful or disruptive component.

7.3. Klearly may, at its sole discretion, choose to monitor User Content for inappropriate or illegal behavior, including through automatic means, provided however, that Klearly reserves the right to treat User Content as content stored at the direction of users for which Klearly will not exercise editorial control except when violations are directly brought to Klearly's attention.

7.4. It is possible for others to obtain Personal Data about you due to your use of the Solution or App, such as Owners or other users associated with the Merchant's account. We are not responsible for the use of any Personal Data that you disclose on the Solution or through any User Content by any user or any third party. By making any information available through the Solution or App you acknowledge that you understand and have agreed to such risks.

8. Use Restrictions.

8.1. You may not use the Solution or App, or Service in connection with any illegal

transactions or transactions that relate to materials that we have determined to be restricted or prohibited, including products that are regulated, such as alcohol, drugs, adult materials, pharmaceuticals, tobacco, or weapons or which are otherwise prohibited by the applicable credit card provider. We reserve the right to refuse to provide the Service in connection with any specific transaction at our sole discretion.

8.2. You may not do or attempt to do or facilitate a third party in doing any of the following:

(1) decipher, decompile, disassemble, or reverse-engineer any of the software, code and/or any components thereof, if and as applicable, used to provide the Solution, App, or Services without our prior written authorization, including framing or mirroring any part of the Solution, App, or Services; (2) circumvent, disable, or otherwise interfere with security-related features of the Services or any components thereof, or features that prevent or restrict use or copying of any User Content or other content available through the Solution, App, or Services; (3) use the Solution, App, or Services or content thereon in connection with any personal or commercial endeavors in any manner, except for the purposes specifically set forth in these Terms; (4) use any robot, spider, site search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Solution, App, or Services; (5) use or access another user's account without permission; (6) use the Solution, App, or Services or content thereon in any manner not permitted by these Terms or applicable law, including all applicable export laws and regulations to (re)export the Services and/or any related materials in violation of such laws.

9. Intellectual Property

9.1. Klearly or its licensors, as the case may be, have all right, title, and interest in the Solution, App, Services, and any Content thereon (excluding User Content), including its overall appearance, text, graphics, graphics design, videos, demos, interfaces, and underlying source files, and all worldwide intellectual property rights, the trademarks, service marks, and logos contained therein, whether registered or unregistered. Except as expressly permitted herein, you may not copy, further develop, reproduce, republish, modify, alter, download, post, broadcast, transmit or otherwise use the content of the Solution, App, or Services for any purpose. You will not remove, alter or conceal any copyright, trademark, service mark, or other proprietary rights notices incorporated in the Solution, App, and/or Services. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms should be construed as granting you any right to use any trademark, service mark, logo, or trade name of Klearly or any third party. If you provide Klearly with any feedback regarding the Solution, App, and/or Services, Klearly may use all such feedback without restriction and shall not be subject to any non-disclosure or non-use obligations in respect of such feedback.

9.2. You have all right, title, and interest in the data we collect about you, the Merchant, and your customers as well as any User Content you provide. By using the Services or by submitting or providing any User Content, you grant Klearly the right to use, copy, prepare derivative works of and/or alter: (i) the data we collect about you and your customers and (ii) any User Content you provide on, through or in connection with the Solution or App.

10. Disclaimers and Disclaimer of Warranty

10.1. All information and Content on the Solution or App is for informational purposes only and Klearly provides no guarantees with respect thereto. Your use of the Solution, App, and/or Services is at your sole discretion and risk. The Services and Content thereon are provided on an AS IS and AS AVAILABLE basis without warranties of any kind. We do not represent or warrant that Services will be of good quality or useful for your needs.

10.2. Any and all communications between you and your customers, any offerings made by you, transactions conducted with customers, and all legal, financial, or other consequences resulting therefrom and/or any dispute that arises between you and any customers are strictly between you and the customer and Klearly will not be a party thereto. Klearly assumes no responsibility for your failure to provide customers with any goods or services or any other legal consequences arising from your relationship with customers.

10.3. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SOLUTION, APP, AND/OR SERVICES OR ANY CONTENT THEREON, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. WE DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS, OR PERFORMANCE OF THE SOLUTION, APP, AND/OR SERVICES; (II) THAT THE SOLUTION, APP, AND/OR SERVICES WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; (III) REGARDING THE ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED.

10.4. No advice or information, whether oral or written, obtained by you from us, shall create any warranty that is not expressly stated in these Terms. If you choose to rely on such information, you do so solely at your own risk. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

10.5. You acknowledge and agree that Klearly is not a data retention service. You therefore must create backups of your data, and Klearly shall have no responsibility or liability in respect of any loss of, damage to, or corruption of any such data.

10.6. You are responsible for continuously ensuring that you are using the most up-to-date version of the App. You hereby waive any claims arising from errors, malfunctions, or any other issues resulting from the use of an outdated version of the App.

11. Limitation of Liability

11.1. Without derogating from any of the above, we assume no responsibility for any error, interruption, defect, or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any materials

or Services. We are not responsible for any problems or technical malfunction or failure of any telephone network or lines, computer systems or equipment, servers, software, failure due to technical problems or traffic congestion on the Internet or on the Services. We shall not be responsible for any loss or damage, including personal injury or death, resulting from the conduct of any users of the Services. In addition, we assume no responsibility for any incorrect data, including Personal Data provided by you or on your behalf and you hereby represent and warrant that you are solely responsible for any and all data provided to Klearly, including any incorrect data and you shall assume any and all liability for any consequences of provision of such incorrect data to us.

11.2. IN NO EVENT SHALL KLEARLY, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, ASSIGNEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER KLEARLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND IN NO EVENT SHALL OUR MAXIMUM CUMULATIVE LIABILITY TO YOU EXCEED THE AMOUNT OF FEES RECEIVED BY US IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM OR CAUSE OF ACTION AROSE, IF APPLICABLE. IF NO FEES HAVE BEEN MADE TO KLEARLY FOR THE USE OF THE SERVICES, THEN KLEARLY SHALL NOT HAVE ANY LIABILITY TOWARD YOU.

12. **Indemnification.** You agree to indemnify, defend, and hold harmless Klearly, its affiliates, and its/their respective employees, directors, officers, subcontractors and agents from and against any and all claims, damages, or costs, losses, liabilities or expenses (including reasonable court costs, attorneys' fees, and any administrative and/or criminal fines) that arise directly or indirectly from: (a) breach of these Terms by you or anyone using your account and/or computer and/or device, password (whether authorized or unauthorized); (b) any claim, loss or damage experienced from your use or attempted use of (or inability to use) the Solution, App, and/or Services; (c) your violation of any law or regulation or any of your obligations, representations, or warranties hereunder including but not limited to breach of any privacy and/or data protection laws and regulations to which you are subject; (d) your infringement of any right of any third party; (e) any claims from your customers relating to goods and services provided or meant to be provided by you; and (f) any other matter for which you are responsible hereunder or under applicable law. You may not settle or compromise such suit without our prior written consent. We may be represented in any such suit by counsel of our own choosing at our own expense.

13. **Publicity.** Klearly may refer to Merchant as its customer, including by displaying Merchant's name and logo on Klearly's website and other marketing materials.

14. **Application Marketplace.** Use of the App may be subject to additional third-party terms relating to the marketplace or store from which the App was downloaded. The third parties providing such marketplaces may be beneficiaries of these Terms, pursuant to the marketplace's Terms.

14.1. The following terms apply if you downloaded the App from the App Store.

14.2. Apple Inc. ("**Apple**") is not a party to these Terms and is not responsible for the App.

14.3. Your license to use the App is not transferrable and is limited to use on iOS products that you own or control, and as permitted by the Usage Rules in the App Media Services Terms and Conditions, except as permitted via Family Sharing, volume purchasing, or Legacy Contacts.

14.4. In the event of a failure to conform to any applicable warranty (if any warranty is applicable), you may notify Apple, and Apple will refund the purchase price for the App to you (if you paid any). Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, will not be at Apple's responsibility.

14.5. Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including (i) product liability claims,

(ii) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation.

14.6. Apple will not be responsible for the investigation, defense, settlement, or discharge of a claim that your use of the App infringes a third party's rights.

14.7. Apple and its subsidiaries are third party beneficiaries of these Terms and Apple will have the right to enforce these Terms against you as a third-party beneficiary. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

15. **Apple Additional Terms.** If you use the Services in connection with services provided by Apple, including on an iOS device, the provisions below shall apply. In the event of any inconsistency between this Section 15 and any other provision herein, this Section 15 shall prevail.

15.1. For the purpose of this Section 15, the definitions below shall apply. Capitalized terms not defined in this Section 15 shall have the meaning given to them in these Terms. 15.1.1. "Adjustment" means an adjustment to, but not complete reversal of a Transaction. 15.1.2. "Affiliate" means any Person that Controls, is Controlled by, or is under common

Control with a party.

15.1.3. "Apple" means APPLE DISTRIBUTION INTERNATIONAL LIMITED, a company incorporated under the laws of Ireland with Company Number 470672 and with a registered office address at Hollyhill Industrial Estate, Hollyhill, Cork, Ireland.

15.1.4. "Apple Acceptance Platform" means the software-based point of sale platform that utilizes Apple Technology to enable users to accept payments, conduct transactions and access related services using Apple Products designated by Apple or its Affiliates.

15.1.5. "Applicable Law" means all laws (including common law), codes, statutes, rules, regulations, published standards, permits, judgments, writs, injunctions or rulings, published regulatory bulletins or orders or decrees of any Governmental Authority,

as may be amended and in effect from time to time, related to the subject matter

hereof and that apply to or are binding upon any party related thereto, in the applicable jurisdiction in the Apple Territory.

15.1.6. "Apple Metrics" means any metrics regarding the usage, performance, and transaction- level information of the Apple Acceptance Platform or the Program in

any format or context, including aggregate or segmented data from which the metrics regarding the Apple Acceptance Platform can reasonably be inferred.

15.1.7. "Apple Product" means any Technology, product or service distributed under an Apple Mark, or used internally by Apple or an Apple Affiliate.

15.1.8. "Apple Services" means the services provided that utilizes the Apple Acceptance Platform, the Program, Apple Technology, or Apple Product.

15.1.9. "Apple Technology" means Technology owned, controlled or licensable by Apple or any Apple Affiliate.

15.1.10. "Apple Territory" means the countries where you have the right to use the Apple Acceptance Platform.

15.1.11. "Card" means any physical, digital or virtual card, account access device or form factor, or payment device accessing a Card Account.

15.1.12. "Card Account" means any account in the Apple Territory under which a purchase, cash advance, convenience check, peer-to-peer transfer, account funding or balance transfer transaction may be or has been made by or to a Person (or any other Person authorized by such Person).

15.1.13. "Chargeback" means a reimbursement of a Transaction other than pursuant to an Adjustment or Merchandise Return.

15.1.14. "Claim" means any claim (including counterclaim or cross-claim) or other assertion brought or threatened to be brought in a legal proceeding by a third party (including Apple, Apple's Affiliates, and the shareholders, employees, officers, and directors of each of Apple and its Affiliates), or any investigation or any examination

by a Governmental Authority of the transactions or business relationships that are

the basis of these Terms, where such Claims are not in the ordinary course of business and solely in connection with this Schedule 3.

15.1.15. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies on a Person, whether through

the ownership of voting securities, by contract, or otherwise. For the avoidance of doubt, but not by way of limitation, the direct and indirect ownership of more than 50% of (a) the voting securities or (b) an interest in the assets, profits, or earnings of a Person will be deemed to constitute "control" of the Person.

15.1.16. "Data Protection Laws" means all Applicable Laws relating in any way to the privacy, confidentiality or security of Personal Data including (a) Applicable Laws

regulating or governing the collection of Personal Data, unsolicited email communications, security breach notifications, (b) Applicable Laws imposing minimum security requirements or requiring the secure disposal of records containing certain Personal Data and (c) all other similar international, federal, state, provincial, and local requirements.

15.1.17. "Enabled Device" means any Apple Product that has been enabled to allow Customers to accept payments and conduct transactions via the Apple Acceptance Platform.

15.1.18. "Governmental Authority" means any domestic or foreign, federal, state, provincial, municipal or local government, any political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government, regardless of form, including any agency, bureau, court, tribunal, or other instrumentality having jurisdiction in the Apple Territory.

15.1.19. "Issuer" means any Person that provides Card Accounts and issues Cards. 15.1.20. "Merchandise Return" means a reimbursement of a Transaction under the agreement between us or you and the Issuer or applicable Payment Network rules.

15.1.21. "Payment Network" means any one or more of Visa, Mastercard, Discover, American Express, or any other network permitting businesses and/or consumers to engage in contactless transactions using a card.

15.1.22. "Person" means any individual, corporation, limited liability company, partnership, firm, joint venture, association, trust, unincorporated organization, Governmental Authority or other entity.

15.1.23. "Personal Data" means information relating to identified or identifiable individuals. 15.1.24. "Processing" means an operation or set of operations performed on data, including Personal Data, such as collection, use, access, disclosure, or deletion.

15.1.25. "Program" means (a) Apple making certain APIs available and carrying out security attestation checks to enable secure use of the Apple Acceptance Platform, and (b)

Apple making the Apple Acceptance Platform available in the Apple Territory for the sole purpose of enabling the secure processing of Transactions (whether directly or indirectly) submitted via the Apple Acceptance Platform, in each case

for the purpose of enabling conducting Transactions securely.

15.1.26. "Technology" means any information, ideas, know how, designs, drawings, specifications, schematics, software programs (including source and object codes), manuals and other documentation, data, databases, processes (including technical processes and business processes), or methods (including methods of operation and methods of production).

15.1.27. "Transaction" means any payment, purchase or other transaction conducted on an Enabled Device via the Apple Acceptance Platform, regardless of whether such transaction is approved, declined or subject to an Adjustment, Chargeback or Merchandise Return. For the avoidance of doubt, "Transaction" includes any transaction, including a Merchandise Return, conducted on an Enabled Device via the Apple Acceptance Platform.

15.2. Apple Acceptable User Guidelines.

15.2.1. You shall not conduct any Transactions that:

- Violate any law or otherwise fails to comply with Applicable Law;
- Involve (1) Illegal drugs or non-legally prescribed controlled substances; (2) Items that create consumer safety risks; (3) Items that are intended to be used to engage in illegal activities; or (4) Counterfeit or stolen goods;
- Promotes hate, violence, or intolerance based on race, age, gender, gender identity, ethnicity, religion, or sexual orientation;
- Constitute fraud;
- Infringe on or violates the intellectual property, publicity, or privacy rights of another; or
- Show Apple or its products in a false or derogatory light.

15.2.2. The provision of the services may be disabled for any reason Partner deems prudent, including if you conduct a Transaction prohibited by these Apple Acceptable User Guidelines.

15.2.3. This Section may be amended if the Apple Acceptable User Guidelines outlined in this section 3 are amended by Apple.

15.3. Data

15.3.1. Regardless of anything stated to the contrary in the Terms, Partners and Apple may disclose Apple Metrics specific to Partner's performance or participation in the Program, which may include Apple Metrics specific to the Partner Services used, if the Apple Metrics are aggregated and cannot be identified or extrapolated from the combined Apple Metrics.

15.3.2. Regardless of anything stated to the contrary in the Terms, Partner and Apple may disclose all information obtained in connection with the Apple Acceptance Platform

if such information is aggregated such that the data cannot be identified or extrapolated from the combined data.

15.3.3. Regardless of anything stated to the contrary in the Terms, in the event of disclosure of Personal Data to Apple, Apple may use Personal Data for the purposes permitted by and consistent with this Section 15 and Data Protection Laws (such as subject to separate consumer consent or in connection with a legal obligation, unless such Data Protection Laws permit such use without consent) and use anonymized Personal Data for the following: (1) Processing for purposes of internal business management and reporting, including Processing necessary to evaluate business arrangements; (2) Processing for purposes of detecting and preventing fraudulent activity and security and integrity of Apple data, systems and networks; and (3) Processing in connection with internal research which may lead to the development or improvement of products and features, provided that such anonymized Personal Data shall be recorded or saved in a form that makes it impossible to identify the data owner, whether directly or indirectly.

15.4. Program Change, Suspension, Discontinuation

15.4.1. If Apple, regardless of the reason, change, discontinue or suspend (for any period of time) any or all functionality, user interface or any other aspect of the Apple Acceptance Platform (whether software, hardware, or any part of the Apple Acceptance Platform service), the part of the Apple Services suspended or changed by Apple may be suspended without any compensation obligations.

15.5. Compliance with applicable law

15.5.1. You are responsible for adherence to Applicable Law relating to the Apple Services and the use of the Apple Acceptance Platform.

15.6. Other Terms and Conditions.

15.6.1. You hereby authorize and consent to the data collection and provision to Apple of all data required for Apple to exercise its rights and perform its obligations, as permitted hereunder and subject to Applicable Law.

15.6.2. You hereby acknowledge that we may monitor your patterns of behavior, changes and transaction activity associated with your account. We will keep Partner reasonably informed of the progress of any fraud investigation. If we identify instances of fraud, we will use all reasonable efforts to remedy and further prevent any such instance of fraud.

16. Notices. Any required notices pursuant to these Terms may be sent by registered mail or email transmission (with electronic confirmation of delivery) to the addresses of the parties hereto set out herein or provided upon registration, as applicable, and any such notice shall be deemed to have been received one (1) business day after delivery by courier, four (4) business days after delivery by registered mail and one (1) business day after email transmission and written confirmation receipt of such transmission.

17. Miscellaneous. These Terms shall be governed solely by the laws of the Netherlands, and without regard to the United Nations Convention on the International Sales of Goods and the competent courts in the Netherlands shall have exclusive jurisdiction to hear any disputes arising hereunder. In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between you and Klearly or enables you to act on behalf of Klearly. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between us and you pertaining to the subject matter hereof, and any and all other agreements existing between us and you relating thereto are hereby canceled. We may assign and/or transfer our rights and obligations hereunder to any third party without prior notice. You shall not assign and/or transfer any of your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.