

1. Terms of Use

This document sets out terms and conditions (“Terms”) under which CardAlpha Ltd makes available its Point of Sale (“POS”) Services and other associated services to a Customer. By applying for CardAlpha’s POS Services or by using the CardAlpha POS Services, the Customer expressly agrees to be bound by these Terms.

2. Definitions

The following definitions will apply throughout the Terms.

CardAlpha Ltd (“CardAlpha”, “us”, “we”, “our”) is a UK based company with Company Number 11507291.

Customer (“merchant”, “you”, “your”) means an individual registered as a Sole trader or a Limited Company represented by a Beneficial Owner or a Director holding no less than 25% of voting shares or decision making authority in the Limited Company, holding an account with CardAlpha. The Beneficial Owner or Director will represent the Limited Company to open an account and to supply important legal information to us or our Partner(s).

The Customer will be the primary person responsible for using the POS services or delegating the operation of POS services to an Authorised User(“User”) by sharing account details (the Customer will remain responsible for the User’s conduct in case such account details are shared).

End Customer means a retail customer, buying products or services at the Customer's retail establishment, eCommerce website or mobile application.

Card reader (“Terminal”) refers to a physical, secure device certified by Visa and MasterCard for the acceptance of card payment transactions.

Partner refers to a legal entity with whom CardAlpha has an agreement for the provision of services associated with its POS service.

CardAlpha’s partner in card payment processing services (“**Merchant acquiring**”) activities is Bambora AB, a Swedish Payment Institution with a license to offer Merchant acquiring services across Europe including the UK, under an appropriate permissions regime.

CardAlpha’s partner for procuring card readers is Payworks GmbH (“Payworks”), who also supply payment processing services (“Payment Gateway Services”) to Bambora AB.

POS services refer to a Smartphone or Tablet-based Application (“App”), which enables the creation and management of a product catalogue including product images, prices, applicable discount rates, VAT rates, and inventory stock positions. The POS service will also enable the creation of a sales order (“shopping basket”) and track cash or card payments. For card

payments, the POS service will integrate with the Terminal to initiate sales purchase transactions and refund transactions.

Customer Sign-up refers to an application made by the Customer to CardAlpha, via the App for opening an account with CardAlpha for POS services.

3. Use of the POS service

CardAlpha grants you, a limited, non-exclusive, non-transferable, revocable licence to use the POS Services under the Terms. You are responsible for all activities undertaken on the POS service including the addition, modification or deletion of product catalogue information, creation of shopping orders, and the associated purchase transactions, modification and deletion of orders, refund transactions, and operation of receipt services including digital receipts.

Our integrated POS services are delivered in partnership with our Partners who will remain responsible for the respective services operated by them.

As part of the integrated service offering, we will facilitate sharing of your application data with Bambora, to enable you to enter into a separate contract with Bambora AB for the provision of merchant acquiring services including financial settlements to your bank account for card payments. CardAlpha is not responsible for the performance of products and services provided by Bambora AB.

As part of the on-boarding session via our App or our Website, you will be presented with details about the Card reader, the pricing and the option to pay for the Card reader via a single direct debit or three equal instalments via direct debit.

The date of the direct debit will be within five days of the date of Application being submitted to CardAlpha (for single direct debit option). Should the Customer choose to pay in three instalments, the first direct debit date will be within five days of application submission, the second direct debit date will be approximately 30 days from date of application submission and the third direct debit date will be approximately 60 days from date of application submission.

Once you give your consent for either of the above options, you agree to pay us the full amount for the Card reader plus VAT charges and further allow us as CardAlpha to charge your nominated bank account via a direct debit service, for the price of the Card reader and applicable VAT charges, as disclosed to you during the on-boarding session via the App and on our website..

We will place an order for the Card reader with Payworks, and we will arrange with Payworks to have the Card reader dispatched directly to your place of business. Any order for a Card reader, placed with Payworks is non-cancellable and non-refundable.

If for any reason, we do not receive payment in full for the Card reader and applicable VAT charges, we reserve the right to discontinue your use of the POS services. These rights are in addition to any other legal rights we may have, which we may also rely upon to recover the amounts due to us.

We as CardAlpha are not responsible for the performance of the Card reader provided by Payworks but can contact Payworks at your request, to arrange for repair or replacement (as per warranty terms supplied by the Card reader manufacturer and provided on our website) if the Card reader is found defective and if it is within the warranty period.

CardAlpha's POS services and associated services provided by its partners including merchant acquiring services by Bambora AB and the supply and performance of card readers by Payworks is provided on an "as is" and "as available" basis without any representation or warranty by CardAlpha.

4. Pricing

CardAlpha currently provides the POS service at no charge to its Customers.

Charges are applicable for goods and services provided by our Partners. Based on the information provided by our Partners, we share pricing information with our Customers via our Tablet or Smartphone-based App session (during Customer sign-up) and also via our website.

Pricing information is provided in two parts.

Pricing for the Card reader is based on costs provided by the Supplier, Payworks. We add a reasonable charge for our services, to the input costs from Payworks and provide a price illustration to you via the App in the on-boarding session (during Customer sign-up) or via our Website (<https://www.cardalpha.com/#pricing>).

Pricing for the merchant acquiring services is based on information provided by Bambora AB to CardAlpha and is provided by CardAlpha to the Customer during the on-boarding session via the App (during sign-up) or via our website (<https://www.cardalpha.com/#pricing>).

You will be provided with a detailed summary of terms and conditions including pricing by Bambora AB via a separate email communication as part of and during your contract set-up with Bambora AB.

5. Data privacy

CardAlpha will use Customer information in accordance with its Privacy Policy available at :

www.cardalpha.com/privacy-policy

You agree to be bound by the Privacy Policy by visiting our website and/or by using our POS services.

You further agree to allow us to use non-personal data and on occasion share such data with partners to build anonymous data profiles, and to build new products and services including business-finance and digital banking products.

6. Limitation of Liability

CardAlpha will not be liable for any direct, indirect, consequential damages including but not limited to damages for loss of business turnover, profits, goodwill, data or other intangible losses from the use of or the inability to use the POS service (in full or in part), un-authorized access to your data or from your operation of the Merchant acquiring service or Card reader supplied by our Partners.

In any event, our aggregate liability to you in connection with these Terms or use of the POS services is limited to a sum total of £100.

7. Indemnity

You shall indemnify CardAlpha, its officers, employees, and partners from and against all losses, expenses, liabilities, damages, and costs to the extent that such Costs are attributable to any breach by you or by your User of any representations, warranties or other obligations set out in this Agreement. Any violation of this clause may result in loss of features, up to and including termination of your account. You will indemnify us against any costs, fines or damages incurred by us due to your or your User's failure to comply with this clause.

8. Business Use

CardAlpha's POS services are provided for use in business, and you agree for the purposes of this agreement, that you are a business entity and as such, any statutory consumer protection provisions do not apply to CardAlpha's POS services and this agreement.

9. Applicable law

It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed under and governed, to the exclusion of the law of any other forum, by the laws of England and Wales, without regard to the jurisdiction in which any action or special proceeding may be instituted.