

## BRIPPO LIMITED

### Customer Terms and Conditions

Brippo is a payment service for accepting payments online and in-store ("**Brippo**").

These terms and conditions (the "**Terms**") set out the terms on which you may use Brippo.

Please read these Terms carefully before you start to use Brippo. By using Brippo, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you will not be able to use Brippo.

Brippo is owned and operated by Brippo Limited, a company registered in England and Wales with registered company number 14493682 and registered office address at 71-75 Shelton Street, Covent Garden, London WC2H 9JQ ("**BL**", "**we**", "**our**", and "**us**").

#### 1. **THESE TERMS**

- 1.1 These Terms constitute the agreement between you and us for your use of Brippo.
- 1.2 A binding agreement upon the terms and conditions set out in these Terms (the "**Agreement**") shall come into effect upon the earlier of: (a) the date that you first access or use Brippo; and (b) the date that you agree to these Terms by checking an online tickbox or signing the Terms. The Agreement shall continue so long as you use Brippo or until terminated by you or by BL in accordance with these Terms.
- 1.3 If there is any conflict or inconsistency between any of the provisions of these Terms and the provisions of the terms of use of your point-of-sale solution, the provisions of these Terms shall prevail as regards the use of Brippo.

#### 2. **ABOUT BRIPPO**

- 2.1 Brippo is an online and in-store payments service for retailers provided by our payment services provider Stripe (comprising Stripe, Inc., Stripe Payments Europe, Ltd., and Stripe Payments UK, Ltd) ("**the Payment Provider**").
- 2.2 Brippo supports transmission of data to the Payment Provider from online, in-person, point-of-sale transactions, as well as manually entered transactions (collectively, a "**Transaction**").
- 2.3 The processing and settlement of Transactions is carried out by the Payment Provider under a separate Stripe Connected Account Agreement and the UK Stripe Services Agreement (which can be found [here](#)) ("**Provider Agreement**"). By accepting these Terms, you are also accepting and agreeing to be bound by, and undertake to us to observe and perform the terms of, the Provider Agreement, which is the legal agreement between you and the Payment Provider. Any breach by you of the Provider Agreement will also be deemed a breach of these Terms.
- 2.4 BL is not a bank, payment institution, or money services business and is not a party to the Provider Agreement and is not liable to you under or in respect of that agreement. By accepting these Terms and the Provider Agreement you are agreeing to the creation of an account with the Payment Provider for payment processing.

- 2.5 You assume sole and exclusive responsibility for the use of Brippo and for Transactions under the Provider Agreement, including verifying the identity of customers and the eligibility of a presented card used to purchase your products and services.
- 2.6 While we will make reasonable efforts to ensure that Brippo is always available for use, we cannot guarantee that the service will not be interrupted from time to time.
- 2.7 We may suspend, withdraw, discontinue or change all or any part of Brippo including adding or removing functionality or imposing conditions on use of Brippo. We will notify you of any material adverse changes in, deprecations to, or removal of functionality from, Brippo. We will not be liable to you if for any reason Brippo is unavailable at any time or for any period.

### 3. **IMPORTANT INFORMATION**

- 3.1 Please note that BL is not involved in and is not responsible for the processing of any payment that you authorise the Payment Provider to make in the course of your use of Brippo. Regulated payment services are supplied to you by Stripe Payments UK, Ltd. BL will never handle your funds or provide any other regulated payment services. BL is not authorised or regulated by the Financial Conduct Authority or the Prudential Regulation Authority in the UK, or internationally by any other financial services regulator.
- 3.2 Stripe Payments UK, Ltd is authorised as an electronic money institution by the U.K. Financial Conduct Authority (reference number: 900461) to issue electronic money, enable cash placement and cash withdrawal services on payment accounts, execute payment transactions, make money remittances, and acquire payment transactions.

### 4. **PROCESSING TRANSACTIONS**

- 4.1 You shall pay the fees for processing Transactions as published from time to time by us (the "**Processing Fees**") details of which can be found in Schedule 1 of these Terms & Conditions. We may revise the Processing Fees at any time. We will notify you at least 20 days before the revised Processing Fees apply to you.
- 4.2 Processing Fees shall be collected from you by the Payment Provider on our behalf.
- 4.3 Processing Fees are exclusive of VAT which, if payable, you shall pay in addition at the prevailing rate.
- 4.4 Processing Fees will be assessed at the time a Transaction is processed and will be first deducted from the funds received for such Transaction. If these amounts are not sufficient, we or the Payment Provider may charge the payment method associated with your Brippo account for any amounts owed to us.
- 4.5 Processing Fees from the original transaction will not be returned in case of a refund.
- 4.6 We do not guarantee or assume any liability for Transactions authorised and completed that may later be reversed or charged back. You are solely responsible for all reversed or charged back transactions regardless of the reason for, or timing of, the reversal or chargeback.

4.7 You must:

- 4.7.1 only use the Services for business purposes and must not, and must not enable or allow any third party to use the Services for personal, family or household purposes;
- 4.7.2 not, contrary to applicable law, impose any fee or surcharge on a customer that seeks to use an eligible payment card;
- 4.7.3 provide a receipt to your customer at the conclusion of the Transaction that includes all information required under Payment Network Rules (see further clause 8.1) and applicable law;
- 4.7.4 comply with all applicable laws and rules in connection with your collection, security, and dissemination of any personal, financial, payment card, or Transaction information. In particular, you agree that at all times you shall be compliant with applicable Payment Card Industry Data Security Standards ("PCI-DSS") and, as applicable, the Payment Application Data Security Standards ("PA-DSS"). You must not store CVV2 data at any time. Information on PCI-DSS can be found on [PCI Council's website](#).

5. **CHARGEBACKS**

- 5.1 We may provide you with reasonable assistance to help contest your chargebacks. We do not assume any liability for our role or assistance in contesting chargebacks.
- 5.2 If the cardholder's issuing bank or the payment network does not resolve a dispute in your favour, we or the Payment Provider may recover the chargeback amount and any associated fees from you by charging the payment method associated with your Brippo account.
- 5.3 You acknowledge that your failure to provide us with complete and accurate information in a timely manner may result in an irreversible chargeback being assessed.
- 5.4 We reserve the right, upon notice to you, to charge a fee for mediating or investigating chargeback disputes.

6. **RESERVE ACCOUNT**

- 6.1 We or the Payment Provider may retain in a reserve account such amount as we or the Payment Provider in our or its sole discretion may from time to time deem necessary to cover chargebacks, refunds, or other payment obligations under the Agreement (the "**Reserve Account**").
- 6.2 To the extent permitted by law, we may collect any obligations you owe us under the Agreement by requesting that the Payment Provider deduct the corresponding amounts from the Reserve Account or from funds payable to you arising from the settlement of Transactions or by charging the payment method associated with your Brippo account.
- 6.3 If you do not have sufficient funds in the Reserve Account and we have been unable to recover funds owed to us from funds payable to you arising from the settlement of Transactions or by charging the payment method associated with your Brippo account to

cover your liability, you may be required immediately to add additional funds to your Reserve Account to cover funds owed to us.

- 6.4 You agree that you are not entitled to any interest on the funds held in the Reserve Account and that you have no legal right or interest in the funds or that account.

**7. SUPPORT**

- 7.1 We will use commercially reasonable efforts to provide you with support to help implement and resolve any issues relating to Brippo. While the Payment Provider is solely and exclusively responsible for processing Transactions, including the settlement of funds, Brippo will provide reasonable assistance in liaising between you and the Payment Provider concerning the payment processing services.

- 7.2 You are solely and exclusively responsible for providing customer service or support to your customers for any and all issues related to your products and services, including, but not limited to, issues arising from the processing of payment cards through Brippo.

**8. LAWFUL USE**

- 8.1 It is your responsibility to obtain your customers' consent to be billed for each Transaction in compliance with applicable legal requirements and payment card networks' payment rules. The payment card network rules for Visa, MasterCard and American Express are available at the following links: [Visa](#), [MasterCard](#) and [American Express](#).

- 8.2 You may use Brippo only for lawful purposes. You must not use Brippo in any way that breaches any applicable local, national or international law or regulation, or in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.

- 8.3 We reserve the right to not process any Transaction that we believe, in our sole discretion, is in violation of these Terms or the Provider Agreement, or exposes you, BL, the Payment Provider, or any other third party to actual or potential risk or harm, including, but not limited to, fraud and other criminal acts. You acknowledge that we may share information with law enforcement about you or your Transactions.

- 8.4 You must not:

- 8.4.1 use Brippo to provide cash advances to cardholders;
- 8.4.2 submit any Transaction for processing that does not arise from your sale of goods or service to a customer;
- 8.4.3 act as a payment intermediary or aggregator, permit any third party to access Brippo to carry out Transactions or otherwise resell Brippo on behalf of any third party;
- 8.4.4 send what you suspect to be potentially fraudulent authorizations or fraudulent Transactions or use Brippo to engage in any activity that is illegal, fraudulent, deceptive or harmful;
- 8.4.5 perform or attempt to perform any action that interferes with the normal operation of Brippo or that may affect other users' use of Brippo;

8.4.6 except to the extent applicable law permits, reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code or trade secrets for Brippo; or

8.4.7 access Brippo in order to build a competitive product or service.

## 9. **PRIVACY**

9.1 Our Privacy Policy (which can be found [here](#)) and Data Processing Addendum (which can be found [here](#)) will apply to your use of Brippo and are incorporated into these Terms.

9.2 The Privacy Policy sets out how we use any personal data we collect from you, or that you or the Payment Provider provide to us.

9.3 The Data Processing Addendum applies to BL's collection, use, retention, and disclosure of cardholder personal data on your behalf in the course of provision of the Brippo service.

9.4 By using Brippo, you acknowledge the contents of the Privacy Policy and agree to the terms of the Data Processing Addendum.

9.5 You are solely responsible for disclosing to your customers that we and the Payment Provider will collect and process their cardholder data in our supply of Brippo.

9.6 You represent to us that you are in compliance with all applicable data protection and privacy laws and that you publish an accessible privacy policy that discloses how you collect, use, and disclose personal data, including through Brippo, in accordance with applicable data protection laws.

9.7 All credit and debit card details that you collect are collected, used and stored by the Payment Provider in accordance with its privacy notice (which can be found [here](#)).

## 10. **INTELLECTUAL PROPERTY RIGHTS**

10.1 The Brippo service and related software are protected by copyright, trade secrets and other intellectual property laws and are and shall remain vested in BL or the Payment Provider.

10.2 The trademark Brippo and related logo is owned by BL and is protected by copyright and other applicable intellectual property rights and laws. The Agreement does not grant you any rights to our trademarks.

## 11. **INDEMNITY**

11.1 You shall, to the extent that a claim does not arise from the negligence or wilful default of BL, indemnify on demand and hold harmless BL from and against all demands, claims, actions, proceedings, damages, liabilities, costs and expenses (including legal and other professional fees), fines and penalties suffered or incurred by BL arising out of or in connection with:

11.1.1 any act or omission by you, your employees or sub-contractors that is in breach of these Terms, the Provider Agreement or the payment card networks' payment rules (as referred to in clause 8.1);

- 11.1.2 any fees, fines, penalties, disputes, reversals, returns, chargebacks (as such terms are defined in the Provider Agreement) or any other liability we incur that results from your use of Brippo.

## 12. **LIMITATION OF OUR LIABILITY**

- 12.1 The extent of BL's liability under or in connection with the Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 12.

- 12.2 Subject to clause 12.5, Brippo shall not be liable for:

- 12.2.1 any of the following (whether direct or indirect):

- 12.2.1.1 loss of profit;
- 12.2.1.2 loss of revenue;
- 12.2.1.3 loss of contract;
- 12.2.1.4 harm to reputation or loss of goodwill;
- 12.2.1.5 loss of business; or

- 12.2.2 any consequential, indirect or special loss.

- 12.3 Subject to clause 12.5, BL's total liability shall not exceed in aggregate the amount of fees paid by you to BL during the three (3) month period immediately preceding the event giving rise to the claim for liability.

- 12.4 We provide Brippo on an "AS IS" and "AS AVAILABLE" basis. Except as expressly stated in these Terms, and subject to clause 12.5, we do not make any, and expressly disclaim all, warranties and conditions whether express or implied by statute, common law or otherwise.

- 12.5 Notwithstanding any other provision of these Terms, the liability of the parties shall not be limited in any way in respect of the following:

- 12.5.1 death or personal injury caused by negligence;

- 12.5.2 fraud or fraudulent misrepresentation;

- 12.5.3 any other losses which cannot be excluded or limited by applicable law.

## 13. **FORCE MAJEURE**

- 13.1 We will not be liable for any failure or delay in processing any payment caused by any event outside our reasonable control including without limitation events such as fire, telecommunications failure, utility failure, power failure, equipment failure, riot, war, terrorist attack, acts of God or failure or delay of the Payment Provider or other third party not under our reasonable control.

**14. TERM AND TERMINATION**

- 14.1 Either you or BL may terminate the Agreement at any time by giving not less than three month's notice in writing to the other.
- 14.2 We may terminate the Agreement at any time by notice in writing to you having immediate effect:
- 14.2.1 If you are in breach of any of these Terms, the Provider Agreement or the payment card networks' payment rules (as referred to in clause 8.1);
  - 14.2.2 upon request of the Payment Provider.
- 14.3 The Agreement will terminate automatically in the event of termination of the Provider Agreement and termination of the Agreement shall entitle Brippo to cause the Payment Provider to terminate the Provider Agreement.
- 14.4 Upon termination of the Agreement, we will immediately discontinue your access to Brippo and you will no longer be able to accept Transactions through Brippo.
- 14.5 Termination does not relieve you of your obligations as defined in the Agreement, and the Payment Provider may elect to continue to hold any funds deemed necessary, pending resolution of any other terms or obligations defined in the Agreement, including, but not limited to, chargebacks, fees, refunds, or other investigations or proceedings.
- 14.6 Following termination of the Agreement:
- 14.6.1 you will still be liable to us for any fees or fines, or other financial obligation incurred by you or through your use of Brippo prior to termination;
  - 14.6.2 we will not be liable to you for compensation, reimbursement, or damages in connection with your use of Brippo, or the termination of your access to Brippo.
- 14.7 Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

**15. ASSIGNMENT**

- 15.1 You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under the Agreement.
- 15.2 BL may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement.
- 15.3 The Agreement shall be binding on, and ensure to the benefit of, the parties to the Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

**16. NOTICES**

- 16.1 All legal notices to BL should be given in writing (including email) and addressed to info@brippo.com.
- 16.2 All legal notices to you should be given in writing (including email) and addressed to the last known email address or postal address which we have for you.

**17. GENERAL**

- 17.1 If we do not exercise or enforce any legal right or remedy which may be available to us, this will not be taken to be a formal waiver of our rights.
- 17.2 If any provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms.
- 17.3 The Agreement constitutes the entire agreement between you and BL relating to the use of Brippo. You agree that you shall have no remedy in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.
- 17.4 We may amend these Terms at any time with such notice that we in our sole discretion deem to be reasonable in the circumstances. Any use of Brippo after our notice of any such changes shall constitute your acceptance of these Terms as modified.
- 17.5 No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 17.6 The rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.
- 17.7 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.
- 17.8 A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.
- 17.9 Headings are included in these Terms for convenience only and shall not affect the interpretation of these Terms.

**18. GOVERNING LAW AND JURISDICTION**

- 18.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.



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18.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

19. **CONTACT US**

19.1 Questions, comments and requests regarding Brippo or these Terms should be sent by email to [info@brippo.com](mailto:info@brippo.com)

**SCHEDULE 1**

**UK PRICING**

1.4% + £0.20 for all standard UK cards

1.9% + £0.20 for all Corporate and Premium UK cards

2.5% + £0.20 for all European Economic Area cards

3.25% + £0.20 for all International cards

£15 Transaction Dispute Fee if not resolved in merchants favour

**EU PRICING**

1.4% + €0.25 for all standard European Economic Area cards

1.9% + €0.25 for all European Economic Area Corporate and Premium cards

2.5% + €0.25 for all UK cards

3.25% + €0.25 for all International cards

€15 Transaction Dispute Fee if not resolved in merchants favour

**US PRICING**

2.9% + \$0.30 for all standard US cards

4.4% + \$0.30 for all International cards

\$15 Transaction Dispute Fee if not resolved in merchants favour

**HK PRICING**

3.4% + HK\$2.35 for all HK cards\*

3.9% + HK\$2.35 for all International cards

2.2% + HK\$2 for Chinese wallets (AliPay, WeChat Pay)

\*Charges settled in USD will instead incur a fee of 3.4% + US\$0.30 USD per successful charge.

**AU PRICING**

1.7% + A\$0.30 for all domestic AU cards

3.5% + A\$0.30 for all International card