

Partner Terms of Business

Last Updated: August 2020

This is a summary of our Partner Terms of Business. It should not be a substitute for reading the full version. Capitalised terms used in this summary are defined in the Partner Terms of Business.

- Fresha provides a booking platform called the Fresha Website on which you can advertise the Partner Services which you offer in your salon/spa to a much wider range of potential customers.
- Along with providing access to the Fresha Website, Partners have a license to use the Fresha Business Software, our business management software which comes with a broad range of features.
- We are responsible for arranging and concluding Fresha Bookings with Online Payments, and are appointed under these Partner Terms of Business as your commercial agent to do so. For such Fresha Bookings with Online Payments, we will collect payments from Customers on your behalf, and successful receipt of payment by us will discharge the Customer's debt to you.
- For Pay Cash In-Store Bookings, we will either deduct our Service Fees from what we owe you or, if we do not hold sufficient funds, the amount payable by you to us will be set out in your Invoice Statement. We will send you an Invoice Statement once a month which will set out what we owe you for Fresha Bookings, what you owe us (e.g. Service Fees and any other applicable fees or charges) and the resulting balance (whether you owe us, we owe you or the balance is settled).
 - If we owe you, we will pay this amount to your bank account.
 - If you owe us, we will charge the credit card that you have supplied on the Fresha Business Software.
 - If the balance is settled, we will explain on the Invoice Statement that there is nothing further needed.
- If you have any issues with paying your outstanding balance within the required timeframe, please get in touch as soon as possible. Access to the Fresha Business Software or to the Fresha Website may be denied to Partners who do not settle their outstanding balances in a timely manner.
- You are responsible for the Partner Services which you provide to Customers in your spa/salon and the contract for those Partner Services is between you and the Customer. We are in no way liable to Customers for the Partner Services they receive from you.

- You have a number of obligations to Fresha in return for receiving the Fresha Services. These are set out in detail in the full version but some important ones are as follows:
 - You agree to process and supply the Partner Services to the highest industry standards.
 - You must at all times provide the Partner Services on the Website and App at the same prices you offer on your own website. For the avoidance of doubt, you are permitted to offer lower prices or special offers to closed groups of individuals (both online and offline), directly in your salon and on alternative online sales platforms.
 - You must ensure that you have all licenses, consents, qualifications, authorities & insurance that are required for you to perform the Partner Services.
 - You must ensure that all information supplied to your Partner Profile is accurate, not misleading and legally compliant.
 - Your cancellation and rescheduling terms in respect of Fresha Bookings must comply with our Booking Terms and Conditions found here www.fresha.com/booking-terms-and-conditions, and with Section 10 of the full version of the Partner Terms of Business.
 - In respect of Pay Cash In-Store Bookings, Fresha is solely a technology provider and does not act as commercial booking agent. Customers and Partners are able to cancel Pay Cash In-Store Bookings up until the time of the appointment and no contract is created between the Customer and the Partner until the appointment takes place. Confirmation and reminder emails will be sent to Customers via the Fresha Business Software on behalf of the Partner, but the Partner is responsible for providing the Partner Services to the Customer and handling any cancellations or rescheduling directly with the Customer or via the Fresha Business Software itself. Fresha has no further involvement in the Pay Cash In-Store Bookings process and solely provides the technology to facilitate Pay Cash In-Store Bookings to be made.

If you want to talk to us, please get in touch with our team and we'd be happy to help:

Email: hello@fresha.com

Post: Attention Fresha.com, Fresha.com SV Ltd, 71-75 Shelton Street, London, Greater London, WC2H 9JQ, United Kingdom

Full Version of the Partner Terms of Business

Please read these Partner Terms of Business carefully. If you do not agree to these Partner Terms of Business in their entirety, you may not use the Fresha Services.

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1. Definitions

Terms in the preamble and elsewhere in this document have their assigned meanings, and each of the following terms has the meaning assigned to it.

“**Affiliate**” means in relation to Fresha any entity that from time to time directly or indirectly controls, is controlled by, or is under common control with Fresha.

“**Agreement**” or “**Partner Terms of Business**” means this agreement, which sets out the terms and conditions upon which Fresha shall provide the Fresha Services to the Partner and which comes into effect on the Effective Date.

“**Bank Charges**” has the meaning in Section 17 of this Agreement.

“**Booking Terms and Conditions**” means Fresha’s Booking Terms and Conditions for Customers using the Fresha Services.

“**Business Day**” means a day other than a Saturday, Sunday or public holiday in England, Poland, Ireland, Canada, United States or United Arab Emirates when banks are open for business.

“**Cancellation Penalty Period**” has the meaning given in Section 10 of this Agreement.

“**Cancellation Policy**” means a policy that is included in the Terms of Sale of a Fresha Booking whereby you may charge a Customer (through the Fresha Payment Services) a certain fee for a cancelled Fresha Booking, which may be up to 50% of the value of the Fresha Booking.

“**Closing Balance**” has the meaning in Section 17 of this Agreement.

“**Commission**” means the commission (plus any applicable indirect taxes, such as sales tax, VAT, GST, HST, etc.) payable by the Partner to Fresha as set out in this Agreement or any other agreement between the Partner and Fresha, and calculated based on the total amount payable by a Fresha Customer for a Fresha Booking.

“**Confidential Information**” has the meaning in Section 20 of this Agreement.

“**Current Balance**” has the meaning in Section 17 of this Agreement.

“**Customer**” means any person who purchases or receives the Partner Services via the Fresha Website or the Fresha Widget.

“**Customer Database**” means the Partner’s database of Customers on the Fresha Business Software.

“**Data Protection Legislation**” means European Directives 95/46 and 2002/58/EC and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces,

re-enacts or consolidates any of them (including the General Data Protection Regulation, or “GDPR”) and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction.

“**Effective Date**” means the earliest of (a) the Partner beginning to receive the Fresha Services, (b) the date on which the Partner ticks the box to confirm its acceptance of this Agreement on the Fresha Business Software and, (c) the date of any other agreement signed by the Partner concerning Fresha Services.

“**Fresha**,” “**we**,” or “**us**” has the meaning set out below:

- If you are a Partner in the United Kingdom, Fresha means Fresha.com SV Ltd., a company registered in England under company number 11326509, with registered office address in 71-75 Shelton Street, London, Greater London, WC2H 9JQ, United Kingdom;
- If you are a Partner in Poland, Fresha means Surge Ventures Poland Sp. z o.o., a company registered in Poland with court registry number 0000635785, with registered office address in Aleje Jerozolimskie 81, 02-001 Warszawa, Poland;
- If you are a Partner in the European Union (and not including the United Kingdom or Poland), Fresha means Fresha.com SV Ireland Ltd., a company registered in Ireland under company number 654648, with registered office address in 32 Merrion Street Upper, Dublin 2, Dublin, Ireland;
- If you are a Partner in the United States, Fresha means Surge Ventures USA, Inc., a company registered in Delaware under number 6113868, with registered office address in 2035 Sunset Lake Rd Suite B-2, Newark, DE 19702, USA
- If you are a Partner in Canada, Fresha means Fresha.com (Canada) Ventures Inc., a company registered in British Columbia under company number 780088878, with registered office address in 400 - 725 Granville Street, Vancouver, BC V7Y 1G5, British Columbia, Canada;
- If you are a Partner in Australia or New Zealand, Fresha means Fresha.com Pty Ltd, a company registered in Australia under company number 627 580 563, with registered office address in 5 Regatta Way, Cabarita, New South Wales, NSW 2137, Australia; and
- If you are a Partner anywhere else in the world, Fresha means Fresha.com DMCC, a company registered under the Dubai Multi Commodities Centre under company number DMCC36356.

“**Fresha Booking**” means a booking made on the Fresha Website or the Fresha Widget by a Customer to receive Partner Services, where at the time of making the booking the Customer chooses a time and/or date at which to receive those Partner Services. A Fresha Booking includes both Fresha Bookings with Online Payments and Pay Cash In-Store Bookings.

“**Fresha Booking with Online Payments**” means a Fresha Booking where the Fresha Payment Services are used by the Customer at the time of booking, and excludes Pay Cash In-Store Bookings.

“**Fresha Booking Services**” means all appointment booking services, including creating appointments, adjustment, rescheduling, and cancelling appointments, provided through the Fresha Website and the Fresha Widget.

“**Free Cancellation Time**” has the meaning provided in Section 10 of this Agreement.

“**Fresha Business Software**” means the application available on <http://app.shedul.com> and the Shedul app available on iOS and Android.

“**Fresha Customer**” means a Customer who books Partner Services through the Fresha Website.

“**Fresha Customer Account**” means an account on the Fresha Website created by and belonging to a Fresha Customer.

“**Fresha Payment Services**” means either / both a) the online and in-app payment facility of the Fresha Website and the Fresha Widget, and b) payment services offered through hardware devices offered by Fresha (as described in Section 18). The Fresha Payment Services assist Partners with collecting payments from Customers and benefiting from protection against late cancellations and no-shows.

“**Fresha Services**” means the benefits and services a Partner may receive from Fresha (including access to the Fresha Business Software), as set out in this Agreement and any other commercial agreement and/or in written exchange between Fresha and the Partner, in return for paying the Service Fees to Fresha.

“**Fresha Website**” or “**Website**” means the website Fresha.com, accessible through any web browser or through our mobile apps published on the Apple Store and Google Play Store.

“**Fresha Widget**” or “**Widget**” means the web interface owned and provided by Fresha, which a Partner may embed on their own website and/or social media channels, and through which Customers may book online with the Partner directly.

“**General Data Protection Regulation**” or “**GDPR**” means Regulation (EU) 2016/679.

“**Intellectual Property Rights**” means all intellectual property rights on a world-wide basis whether currently in existence or otherwise and whether vested or contingent including (without limitation) copyright (including foreign language translation rights), design rights, database rights, rights in any domain names, registered designs, patents, trademarks, trade names, signs and other designations provided the foregoing are of a proprietary nature and all similar rights whether registered or otherwise (including, without limitation, all extensions, reversions, revivals and renewals thereof). The above shall include, in relation to registerable rights, any applications made or rights to make applications in respect of any such rights.

“**Invoice Statement**” has the meaning in Section 17 of this Agreement.

“**Material Breach**” means a breach (including an anticipatory breach) which is not minimal or trivial in its consequences to Fresha. In deciding whether any breach is material, no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

“**No-Show Policy**” means a policy that is included in the Terms of Sale of a Fresha Booking whereby you may charge a Customer (through the Fresha Payment Services) a certain fee for a Fresha Booking in which the Customer fails to show up to your place of business at the time indicated on the Fresha Booking, which may be up to 100% of the value of the Fresha Booking.

“**Opening Balance**” has the meaning in Section 17 of this Agreement.

“**Partner**” and “**you**” mean a selected third-party provider of goods and services, who offers their goods and services for sale on the Fresha Website or the Fresha Widget.

“**Partner Account**” means an account on the Fresha Business Software belonging to a particular Partner that the Partner’s owners, staff, and other individuals can access.

“**Partner Credit Card**” means a credit card provided by the Partner and supplied to Fresha through the Fresha Business Software, which Fresha is authorized to charge Service Fees pursuant to the terms of this Agreement and / or other commercial agreements between the Partner and Fresha.

“**Partner Customer**” means a Customer who books Partner Services directly with you through any means other than through the Fresha Website or the Fresha Widget, and whose details are stored on your Partner Account.

“**Partner Services**” means any products, goods and/or services of a Partner offered for purchase or booking on the Fresha Website or the Fresha Widget.

“**Partner Profile**” means a customisable website powered by the Fresha Business Software and accessible via the Fresha Website. The Partner Profile is offered as one of the Fresha Services, and contains a “Book Now” button connecting Customers to the Partner Services.

“**Pay Cash In-Store Booking**” means a booking made on the Fresha Website or the Fresha Widget where the booking is not paid for online using the Fresha Payment Services.

“**Payment Processor**” means third-party payment processors supporting Fresha with the provision of the Fresha Payment Services.

“**POS Features**” means the features available on the Fresha Business Software that allow Partners to record sales and payment methods, including the ability for Partners to generate tax invoices for Partner Customers.

“**Pricing Change Notice**” has the meaning provided in Section 4 of this Agreement.

“**Prohibited Business**” means a business identified in Section 14 of this Agreement.

“**Security Incident**” has the meaning provided in Section 12 of this Agreement.

“**Service Fees**” means the Commission and any other fees (plus any applicable indirect taxes, such as sales tax, VAT, GST, HST, etc.) payable by the Partner in order to receive the Fresha Services;

“**Terms of Sale**” mean the date, time, price, Partner Services, discount, location, cancellation policy, and any other details and conditions shown on the Fresha Website at the time that a Fresha Booking is made.

2. Description of the Fresha Booking Services

Fresha provides the Fresha Services to make it easy for Customers to book appointments online with you and a variety of other participating Partners. The Fresha Website includes a consolidated list of Partner Services, and Customers may discover, review, and book these Partner Services using the Fresha Booking Services.

As a Partner, you may elect to offer certain Partner Services for sale on the Fresha Website. You are allowed to choose which Partner Services you would like to sell on the Fresha Website, and remove certain Partner Services from the Fresha Website that are currently listed. You can make these changes through your Partner Account, and the changes will automatically be updated on the Fresha Website and the Fresha Widget.

When a Customer makes a Fresha Booking, the Terms of Sale of the Fresha Booking will be sent to the Customer and the Partner by Fresha electronically. The Customer will view and agree to the Terms of Sale prior to confirming a Fresha Booking.

3. Description of the Fresha Payment Services

Fresha offers Partners the Fresha Payment Services to make it easy for Partners to collect, process, and refund payments from Customers (e.g. via Fresha Bookings with Online Payments).

If you are a Partner in the United States, Canada, Australia, New Zealand, United Kingdom, or anywhere in the European Union, the Fresha Payment Services are provided through Adyen N.V., a company registered in Amsterdam under number 34259528 and having its seat at Simon Carmiggeltstraat 6-50, 1011 DJ in Amsterdam, the Netherlands. By using the Fresha Payment Services in any of these aforementioned geographies, you agree to be bound by the [Terms and Conditions of Adyen N.V.](#) as may change from time to time. Additionally, Partners who elect to use the Fresha Payment Services must a) agree to the Terms and Conditions of Adyen N.V; and b) not participate in activities listed in the “[Restricted and Prohibited Products and Services](#)” list accessible on adyen.com (as may be updated from time-to-time) or be a Prohibited Business as defined in this Agreement.

If you are a Partner in the United States, you agree to the Acquiring Addendum - Wells Fargo Bank, N.A. set out in Schedule 1, as a condition to using the Fresha Payment Services. If you are a Partner in Canada, you agree to the Acquiring Addendum - Wells Fargo Bank, N.A., Canadian Branch, set out in Schedule 2 of this Agreement. If you are a Partner in Australia, you agree to the

[“Combined Financial Services Guide and Product Disclosure Statement”](#) set out by Adyen Australia Pty Limited.

4. Fresha Services and Charges

In consideration of payment by the Partner of the Service Fees, and the Partner performing all of its other obligations herein and subject to this Agreement, Fresha shall provide the applicable Fresha Services to the Partner, which shall (unless otherwise agreed) include a personal, non-exclusive, non-transferable and fully revocable license to use Fresha Business Software.

In respect of all Fresha Bookings with Online Payments, Fresha shall act and is hereby appointed as agent at law for the Partner to conclude those Fresha Bookings with a Customer and (where applicable, e.g. for Fresha Bookings with Online Payments) collect and process payments on behalf of the Partner. Nothing herein shall prevent or limit the Partner from remaining fully responsible and liable for their provision and supply of Partner Services to Customers. Fresha is solely a technology provider with respect to Pay Cash In-Store Bookings, and has no direct relationship with the Customer in respect to Pay Cash-In Store Bookings.

The Partner must not apply a surcharge to Customers who make bookings through the Fresha Website, if that surcharge would not be applied to other Partner Customers in the ordinary course of business. For the avoidance of doubt, the Partner is permitted to offer lower prices or discounts to Partner Customers in accordance with its own promotional campaigns or loyalty schemes, but may not offer high prices to Customers than they could receive through offline channels. In other words, a Partner may not “pass on” Service Fees onto Customers who make Fresha Bookings. A breach of this clause shall be a Material Breach of this Agreement.

Additionally, the Partner shall not solicit Customers to make bookings otherwise than through the Fresha Website and Fresha Widget. In other words, if a Customer expresses an intent or preference to make a Fresha Booking, the Partner may not encourage the Customer to book through other means. In particular, where a Customer makes a Fresha Booking and the Partner encourages that Customer to cancel their Fresha Booking and make a separate booking directly with the Partner, the Partner shall be in Material Breach of this Agreement.

If Fresha has reasonable grounds to suspect that the Partner has made or makes any direct or indirect attempt to avoid paying any Service Fees, for example and without limitation, by fraudulently cancelling a Fresha Booking and rebooking it in the Fresha Business Software, this shall be a Material Breach of this Agreement, and shall give Fresha the right, without limiting other remedies available to it, to withhold and retain any payments due to the Partner under this Agreement.

Where a Partner has elected to receive Fresha Services which attract Service Fees, if the Partner wishes to cease receiving one or more of those Fresha Services, the Partner must give Fresha at least 30 days’ notice in writing of its intention to terminate usage of the Fresha Services. The Partner will remain liable to pay any applicable Service Fees for the duration of the notice period.

Fresha may, in its sole discretion, change the amount of any Service Fees and/or the rate of Commission at any time with 30 days' notice to the Partner (“**Pricing Change Notice**”). The Partner's continued use of the Fresha Services after receipt of such Pricing Change Notice will be deemed to be acceptance of the new Service Fee. If a Partner does not agree to a change in the Service Fees, their sole recourse will be to cease using the Fresha Services.

5. Partner Acknowledgements and Consents

The Partner understands and accepts that:

- Fresha uses third-party vendors and hosting partners to provide the hardware, software, networking, storage, and related technology required to run The Fresha Business Software, the Fresha Website (including the Partner Profile), and the Fresha Widget;
- Fresha shall have administrator access to all parts of the Fresha Business Software;
- Fresha will track, using third party tools such as Google Analytics, the Partner's use of, and the Partner's employees' use of, the Fresha Business Software. The tracking will cover each single interaction the user has and the technical details of the browser and device being used and will include but not be limited to (a) appointment creation, (b) editing employees, and (c) viewing the calendar. This tracking will assist Fresha in understanding how the Fresha Business Software is used by Partners and will allow Fresha to develop and improve the Fresha Business Software. The Partner is responsible for alerting its employees that such tracking will take place. References to the tracking are included in Fresha's Privacy and Cookie Policy here www.shedul.com/privacy.html, which should be brought to the attention of Partner's employees; and
- The Fresha Widget and Partner Profile are “Powered by Fresha”, contain Fresha branding including logos, trademarks and images, and will give Customers the opportunity to opt-in to receiving email marketing from the Partner and Fresha.
- Fresha will provide the Partner with a user account and password which allows the Partner to access the Fresha Business Software. The Partner shall safeguard and keep the user account details and password confidential and safely stored and shall not disclose them to any person other than those who need to have access to the Fresha Business Software and who are aware of the Partner's obligations to keep those details secure. The Partner shall immediately notify Fresha of any suspected security breach or improper use, including any use which would breach this Agreement, Fresha's reasonable instructions given from time to time and/or applicable law.
- The Partner must ensure that it has obtained the consent of each of its employees and contractors to be advertised on the Fresha Website and the Fresha Widget to Customers. These details include, but are not limited to, details such as name, photograph, expertise, contact details, availability and services offered.

6. License to Use the Fresha Services

Subject to payment of applicable Service Fees, the Partner may use the Fresha Business Software, the Fresha Website (including the receipt of Fresha Bookings), and the Partner Profile for the purpose of processing Fresha Bookings of Partner Services for and on behalf of itself only.

The Partner's use of the Fresha Services is at the Partner's sole risk. The Fresha Services are provided on an "as is" and "as available" basis. Technical support is provided by email primarily, and is a benefit for the Partner, but is not a right of the Partner.

As part of the license terms for the Partner to use the Fresha Services (including, without limitation, the Fresha Business Software, the Fresha Website, the Fresha Widget, and the Partner Profile), the Partner agrees not to do any of the following:

- reproduce, duplicate, copy, sell, resell or exploit the whole or any part of the Fresha Business Software, the Fresha Website, the Fresha Widget, or the Partner Profile;
- allow any third party (including group companies of the Partner) to use or access the Fresha Business Software without express prior written permission from Fresha (which may be denied or granted on such terms as Fresha in its sole discretion may determine);
- send unsolicited emails, SMS or other electronic forms of marketing to Customers via the Fresha Business Software (or otherwise); or
- disclose, share or resell any login details or passwords for the Fresha Business Software or for the Fresha Website.

The Partner expressly understands and agrees that as regards its use of the Fresha Business Software, the Fresha Website, the Fresha Widget, and/or the Partner Profile, and without prejudice to Section 21, Fresha shall not be liable for any loss of income or profits, loss of contracts, loss of goodwill, loss of data, or other intangible losses or for any indirect or consequential loss or damage (even if Fresha has been advised by the Partner of the possibility of such loss or damage) resulting from:

- the Partner's use of, or inability to use, the Fresha Business Software, the Fresha Website, the Fresha Widget, and/or the Partner Site;
- unauthorised access to or alteration of the Partner's transmissions or data;
- statements or conduct of any third party on the Fresha Business Software, the Fresha Website, the Fresha Widget, and/or the Partner Site; or
- any other matter relating to the Fresha Business Software, the Fresha Website, the Fresha Widget, and/or the Partner Site.

7. General Partner Obligations

In consideration of receiving the Fresha Services, the Partner agrees to pay all applicable Service Fees to Fresha and to accept all Fresha Bookings and process and supply the Partner Services to the highest industry standards and in line with any specific terms and conditions set out in this Agreement generally, and particularly in this Section 7. A breach of this Section 7 will be a Material Breach of this Agreement.

Additionally, Partners under this Agreement have other specific obligations concerning Fresha Bookings, including:

- (a) **Accuracy of Partner Information.** Partners are responsible for ensuring that the content listed on the Fresha Website and the Fresha Widget are accurate at all times, and are reflective of Partner Services, pricing, staff availability, Cancellation Policies and No-Show Policies, and other content that the Partner actually offers. It is the Partner's obligation to transfer this information to Fresha by keeping this information on their Partner Account on the Fresha Business Software (including calendar availability) up-to-date at all times. Fresha has the right to suspend or terminate any Partner Account if the Partner fails to provide the required information to Fresha.
- (b) **Partner Profile.** The Partner may create a mini-site on Fresha.com (a Partner Profile) to promote their Partner Services. Partners are responsible for maintaining accurate information in their Partner Profile, and where photographs are used, Partners are responsible for ensuring that photos uploaded onto their Partner Profile accurately reflect their services and place of business. Partners may manage and modify the contents of their Partner Profile through the "Online Booking" section of the Fresha Business Software. The Partner acknowledges and agrees that its Partner Profile should not contain any contact details, direct references or links to the Partner or its website, app, platform, tool or other devices or to websites, apps, platforms, tools or other devices of third parties.
- (c) **Order Fulfilment.** The Partner shall fulfil their obligation to provide Partner Services Offerings for all Fresha Bookings. In particular, the Partner must honour the Terms of Sale of Fresha Bookings for their Partner Services, which includes the Cancellation Policy and No-Show Policy that were in place at the time that the Fresha Booking was made.
- (d) **Payment Terms.** Customers using the Fresha Booking Services may settle the Terms of Sale of the Fresha Booking through their choice of payment method, including via the Fresha Payment Services. A Partner must accept payments from the Fresha Payment Services as equal to a direct payment by Customers, and seek no further claim from the Customer in connection with that Fresha Booking. For Pay Cash In-Store Bookings, Partners may accept any payment method they would otherwise accept in their normal course of business.
- (e) **Service Fulfilment.** The Partner must accept all Fresha Bookings, and may only decline to accept Fresha Bookings in exceptional circumstances. In return, Customers are entitled to receive Partner Services equal to the those included in their Fresha Booking at the price

indicated on the Fresha Booking. Partners may not impose any extra or additional fees or charges that contradict or otherwise alter the Terms of Sale of any Fresha Booking, unless expressly agreed by the Customer. If a Customer receives Partner Services that are less than the value of the amount paid for the Fresha Booking, they may be entitled to a refund by the Partner equal to the difference between the value of the service received and the value of the Fresha Booking.

If a Partner fails to honor any of its obligations listed above, the Partner shall be considered to be in Material Breach of this Agreement and may forfeit any payments due to it in connection with that Fresha Booking, other penalties as defined within this Agreement notwithstanding.

8. Fresha's Responsibility

- (a) **Promotion and Publication of Partner Services.** Fresha shall promote the Fresha Website in accordance with this Agreement and subject to the restrictions set forth herein. In order to maximize the exposure of your business online and the number of appointments scheduled through the Fresha Website, Fresha may, at its sole discretion, enter into agreements with third-party websites and businesses, optimize any current or future listings for your business to take advantage of search engine optimization, search engine marketing, lead generation or social networking opportunities, and perform any other actions Fresha deems appropriate to increase traffic and use of the Fresha Website. Fresha may promote certain Partner Services through a variety of online and offline channels, including: advertising, promotion mediums, social media accounts, search engines, Google, Google AdWords, keyword advertising, Facebook Ads, Twitter, email distribution lists, the Fresha.com homepage, email newsletters, third-party marketplaces, business partner websites or mobile applications, or through Fresha's affiliates and their networks. Such promotional efforts may include information pertaining to the Partner's business, including its business name, scheduling information, menu, service descriptions, pricing, staff names, staff titles, location, photos, and other data relating to the Partner's business. In addition, from time-to-time, Fresha may provide Consumers with additional information on Partners subject to the limitations of this Agreement.
- (b) **Third-party and Affiliate Websites and Applications.** Fresha may publish or promote any information acquired under this Agreement, including calendar availability, business information, service descriptions and prices, on any third-party websites or mobile applications, particularly through the Fresha Widget or through other Application Program Interfaces (APIs). Fresha may supply affiliates and other third-parties with the Fresha Widget or other APIs to promote particular Partner Services. Fresha is not obligated to promote all Partner Services using these third-party and affiliate websites.
- (c) **Curation.** In order to maintain a high-quality booking platform for the beauty and wellness industry, we may remove your particular Partner Profile from the Fresha Website if we believe, in our sole discretion and without needing to provide explanation, that your particular business is not suited for the Fresha Website. Where we exercise our right to remove Partner Profiles under this clause, your access to and benefits from the Fresha Widget will not be affected.

- (d) **Liability.** To the maximum extent permitted by applicable law, Fresha is not liable to or responsible for the quality, safety, or fulfillment of the products or services offered on the Fresha Website. You are responsible for the Partner Services which you provide to Customers. The extent of Fresha's liability is further detailed in Section 21 of this Agreement.

9. No Implicit Warranties

Except for any express warranties stated herein, nothing in this Agreement shall be construed or interpreted to be an implicit warranty by or of Fresha. In particular, Fresha explicitly does **not** warrant that:

- that the Fresha Business Software, the Fresha Website, the Fresha Widget, or the Partner Profile will meet the Partner's specific requirements;
- that the quality of any products, services, information, or other material purchased or obtained by the Partner through the Fresha Website, the Fresha Widget, or the Partner Profile will meet the Partner's requirements or expectations; or
- that the Fresha Business Software, the Fresha Website, the Fresha Widget, or the Partner Profile will be uninterrupted, timely, secure, or error-free;
- that any information or results that may be obtained from the use of the Fresha Business Software, the Fresha Website, the Fresha Widget, or the Partner Profile will be accurate or reliable;
- that any errors in the Fresha Website, the Fresha Widget, or the Partner Profile will be corrected.

By entering the Agreement, the Partner understands that the Fresha Services (including the Fresha Business Software) are provided on an "as is" basis without implicit warranties of any kind.

10. Partner Obligations Regarding Cancelled Appointments

In respect of Fresha Bookings, the Partner is obliged to comply with the cancellation and rescheduling policy set out in Section 6 of the Booking Terms and Conditions. In summary and in regards to Fresha Bookings:

- A Partner may specify a time (e.g. 24 or 48 hours) before when an appointment is scheduled to start (the "**Cancellation Penalty Period**"), after which rescheduling an appointment through the Fresha Website or the Fresha Widget will not be possible, and a cancellation by a Customer will incur a cancellation penalty. Partners may set their own Cancellation Penalty Period for Fresha Bookings through the Fresha Business Software.

- If a Customer cancels an appointment through the Fresha Website before the Cancellation Penalty Period, the Customer will not be liable to pay any fees to the Partner, and neither the Customer nor the Partner shall have any further obligation towards each other in regards to that Fresha Booking.
- If a Customer cancels an appointment through the Fresha Website during the Cancellation Penalty Period, the Customer will be obligated to pay the fee set forth in the Cancellation Policy that was in effect at the time of their Fresha Booking. In this case, Fresha will collect cancellation fees from the Customer through the Fresha Payment Services for later remittance to the Partner.
- The Partner agrees to collect cancellation fees for Fresha Bookings only through the Fresha Payment Services. If the Partner collects cancellation fees through the Fresha Payment Services, the Customer will be exempt from all further penalty or liability to the Partner, and the Partner may not impose additional fees or penalties to the Customer in connection with that Fresha Booking.
- Partners may, at their sole discretion, choose not to enforce their Cancellation Policy on a case-by-case basis, even if the Cancellation Policy was included in the Terms of Sale of the Fresha Booking. If a Partner cancels an appointment of a Fresha Booking through the Fresha Business Software (as opposed to a Customer cancelling an appointment of a Fresha Booking through the Fresha Website), the Partner will have the option to waive the cancellation fees. Cancelling a Fresha Booking without imposing the Cancellation Policy would then conclude the contract between the Partner and Customer in connection with that Fresha Booking.
- Partners are able to modify their Cancellation Policies (including the Cancellation Penalty Period and amount they wish to charge for cancellations) through the Fresha Business Software, and the updated cancellation terms will be included in the Terms of Sale for all subsequent Fresha Bookings with that Partner. Changes to a Partner's Cancellation Policy will not affect previous bookings, and a Partner may not enforce Cancellation Policies retroactively if they differ from the Terms of Sale to which the Customer consented at the time of making a Fresha Booking.
- A Customer may choose to reschedule an appointment made through a Fresha Booking through the Fresha Website. If the Customer reschedules their appointment in accordance with the Partner's Cancellation Policy (i.e. the reschedule occurs before the Cancellation Penalty Period), then the Partner will accept the updated time as an amendment to the Terms of Sale of the Fresha Booking.
- The Partner may not impose cancellation fees for Pay Cash In-Store Bookings.

In respect of Pay Cash In-Store Bookings:

- Fresha is solely a technology provider and does not act as commercial booking agent. No contract is created between the Customer and the Partner until the appointment takes place for Pay Cash In-Store Bookings.

- The Partner may handle cancellations or rescheduling directly with the Customer. Fresha has no further involvement in the Pay Cash In-Store Booking process and solely provides the technology to allow Pay Cash In-Store Bookings to be made.

11. Customer Service and Complaints

The Partner shall use best endeavours to provide top quality Partner Services to all Customers and shall promptly deal with any sales enquiries, matters or issues relating to Fresha Bookings or potential Fresha Bookings, including dealing with Customer complaints.

The Partner shall be directly responsible to the Customer for any failure to fulfil the Customer's expectations or for any other legal liability which arises in respect of the Partner Services, excepting for cases where such liability arises as a result of Fresha's negligence.

Fresha shall refer any Customer complaints it receives to the Partner, and the Partner shall acknowledge all complaints, and shall respond to the relevant Customer within 48 hours of the Partner's receipt of a complaint, whether the complaint has come directly from the Customer or via Fresha.

The Partner shall make all efforts to reach a resolution to any complaints within 14 days, and must notify Fresha of any correspondence between the Partner and the Customer relating to the complaint and generally keep Fresha apprised of its progress and the status of the complaint.

The Partner hereby acknowledges and accepts that the Fresha Website and the Fresha Widget includes a reviewing platform, upon which Customers may post publicly viewable reviews about their experiences with Fresha and with the Partner (particularly in relation to the Partner Services). The Partner further acknowledges that a selection of reviews from preceding months will also be made available on the Partner Site (if applicable). The Partner should note that this platform may not be opted out from, and may from time to time contain negative reviews and/or feedback from Customers, which is outside Fresha's control. There is an option for the Partner to reply to reviews about them. However, any content the Partner posts in response to user reviews must be polite and professional and non-threatening or confrontational, and it may be subject to review by Fresha (and may be removed or amended in Fresha's sole discretion if Fresha deems it reasonably necessary to do so). For the avoidance of doubt, the Partner shall have no right to any remedy (including without limitation, any right to terminate this Agreement) as a result of any reviews or other public communications of Customers naming or referring to the Partner. However, if the Partner, acting reasonably, feels that any public communications of Customers is defamatory of the Partner or any person or in some other way is a violation of any person's legal rights, the Partner may flag and report such communications to Fresha. In such case, Fresha shall review the same and in its sole discretion take any action it deems necessary or desirable (including, for example, removing or amending such defamatory content from the Fresha Website).

12. Customer Data

For the purposes of this clause, “data controller”, “data processor”, “data subject”, “personal data”, “process”, “processing” and “appropriate technical and organisational measures” shall be interpreted in accordance with applicable Data Protection Legislation.

Fresha and the Partner each acknowledge that, for the purposes of the Data Protection Legislation:

- in respect of Partner Customers’ personal data, the Partner is the data controller and Fresha is the data processor; and
- in respect of Fresha Customers’ personal data, the Partner and Fresha each act as independent data controllers.

Where Fresha and the Partner are independent controllers, each acknowledge and agree that:

- save as is required by this Section 12, each party is responsible for its own compliance with Data Protection Legislation, including the GDPR;
- the Partner must promptly (and in any event within 24 hours of the Partner or its employees becoming aware of the matter) notify Fresha of any accidental or intentional damage, alteration, destruction, unauthorised disclosure, loss, misuse or theft of or to the personal data of any Customer which the Partner has access to (“**Security Incident**”). Partner shall provide full cooperation and prompt assistance to Fresha in respect of its efforts to (i) investigate, remediate, and mitigate the effects of the Security Incident, and (ii) comply with notification obligations to individuals, clients or regulatory authorities;
- Partner must not do, or omit to do, and must ensure that its personnel and other representatives do not do or omit to do, anything that would cause (or may be reasonably expected to cause) Fresha or its Affiliates to be in breach of any provision of any Data Protection Legislation and take all reasonable steps to ensure the reliability of its employees and agents who may have access to the personal data and ensure that such staff and agents are informed of the confidential nature of the personal data and have undertaken training in the laws relating to handling personal data;
- Partner agrees to implement and maintain appropriate technical and organisational measures in respect of its processing of the personal data sufficient to comply with the Data Protection Legislation and to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damages, theft, alteration or disclosure;
- Partner agrees to only process personal data of Customers for the purpose of providing the Partner Services to such Customers and, in the case of Customers who have expressly agreed by way of opt-in consent to receiving email marketing from the Partner, for the purposes of email marketing and in all cases only whilst receiving the Partner Services; and
- should Partner, its affiliates or its suppliers need to transfer the personal data of Customers to locations outside the European Economic Area, Partner takes full responsibility (and accepts

full liability) for ensuring that such personal data is processed fully in compliance with Data Protection Legislation.

Where the Partner is data controller and Fresha is data processor, in respect of Partner Customers' (except in respect of email marketing of Customers where the Partner and Fresha are independent data controllers), such personal data shall be processed by Fresha in accordance with the obligations of Article 28 of the GDPR, subject to the provisions of this Section 12 below and subject to Fresha being able to charge the Partner for providing any assistance not expressly specified as a service requirement of Fresha under this Agreement.

Fresha reserves the right to process Customer personal data as set out in its Privacy and Cookie Policy (currently here, www.shedul.com/privacy.html, as may be updated from time to time) and the Partner hereby irrevocably and unconditionally agrees and consents to the processing of such personal data by Fresha and further warrants that each Partner Customer has been informed how Fresha will process their personal data. Without limiting Partner's obligations elsewhere in this Agreement, the Partner undertakes promptly to include any information reasonably requested by Fresha in its website privacy policy or other Partner Customer literature to assist each party in compliance with Data Protection Legislation.

The Partner acknowledges that ownership of all Intellectual Property Rights in Customer's personal data in the Fresha Business Software shall vest in Fresha or its Affiliates, and Partner irrevocably and unconditionally assigns with full title guarantee all such rights to Fresha. Fresha grants the Partner a non-exclusive license to use such personal data to operate its business subject to Partner's ongoing compliance with the provisions of this Agreement.

Where the Partner elects to use the Fresha Business Software's marketing automation features, the Partner may send marketing or promotional communications to Customers whose details are stored in the Fresha Business Software and who have given their consent via an 'opt-in' box on signing up to receive the Fresha Services or when booking Partner Services via the Widget, to receive marketing or promotional communications from any Partner from whom they book Partner Services and/or specifically from the Partner with which they are booking.

The Partner undertakes and warrants that it will only process the personal data of Partner Customers in compliance with Data Protection Legislation and in particular that it, its employees, its partners and its suppliers will only send marketing or promotional communications to Partner Customers who have given their consent to receive the same. The Partner's use of the personal data of Partner Customers is undertaken at the Partner's sole risk with Partner being responsible and liable for ensuring it, its employees', its partners' and its suppliers' use fully complies with all applicable Data Protection Legislation.

In the event that a Customer notifies the Partner or one of its employees that it does not wish to receive further marketing materials from Fresha and/or its Affiliates, the Partner shall promptly (and in any event no later than 48 (forty-eight) hours from being so informed) notify Fresha with full details of the same in writing so that Fresha can honour such request.

In the event that a data subject makes a request to either party to exercise one or more of the rights afforded to data subjects under Data Protection Legislation then to the extent that either party reasonably requires input or assistance from the other party in order to give effect to any of the rights afforded, that other party shall provide all such input or assistance within a reasonable timeframe with each party meeting their own costs in doing so;

In the event that either party receives a request from a data protection authority for information relating to this Agreement or the relationship between the parties, that party shall promptly notify the other unless prohibited by law.

Any breach of this Section 12 by the Partner will be a Material Breach of this Agreement.

The Partner will indemnify and hold Fresha and its Affiliates harmless against all losses, claims, costs, damages or proceedings suffered or incurred by Fresha and/or its Affiliates arising out of or in connection with the Partner's breach of this Section 12

This Clause in its entirety shall survive the termination or expiry of this Agreement.

13.Partner Warranties

As a condition for entering into this Agreement with Fresha, you represent and warrant that:

- you are at least eighteen (18) years of age;
- you are either (a) a sole proprietor managing a registered business in your local jurisdiction, or (b) an authorized signatory of your duly incorporated business
- you are eligible to register and use the Fresha Services, and have the right, power, and ability to enter into and perform under this Agreement;
- the name identified by you when you registered is your name or business name under which you sell goods and services;
- any sales transaction submitted by you through the POS Features will represent a bona fide sale by you;
- any sales transactions submitted by you will accurately describe the products and/or services sold and delivered to a purchaser;
- you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to your business, including any applicable tax laws and regulations;
- except in the ordinary course of business, no sales transaction submitted by you through the POS Features or the Fresha Payment Services will represent a sale to any principal, partner, proprietor, or owner of your entity;

- you will not use the Fresha Payment Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of any aspect of the Fresha Website; and
- you are not engaged in any of the Prohibited Business activities as detailed in Section 14.

Any breach of these representations and warranties shall constitute a Material Breach of this Agreement.

14. Prohibited Businesses

The following list of prohibited business activities may be updated by us from time-to-time. As a Partner entering this Agreement, you represent and warrant that your business is not engaged in any activities of these Prohibited Businesses.

1. Age-restricted products or services
2. Age verification
3. Airlines
4. Alcohol
5. Any product or service that infringes upon the copyright, trademark, or trade secrets of any third-party
6. Any product, service or activity that is deceptive, unfair, predatory or prohibited by one or more card networks
7. Bail bonds
8. Bankruptcy lawyers
9. Bidding fee auctions
10. Chain letters
11. Check cashing, wire transfers or money orders
12. Collection agencies
13. Counterfeit goods
14. Credit card and identity theft protection
15. Cruise lines
16. Currency exchanges or dealers
17. Door-to-door sales
18. Drug paraphernalia
19. Embassies, foreign consulates or other foreign governments
20. Engaging in any form of licensed or unlicensed aggregation or factoring
21. Engaging in deceptive marketing practices
22. Essay mills
23. Evading a Payment Network's chargeback monitoring programs
24. Extended warranties
25. Firms selling business opportunities, investment opportunities, mortgage consulting, credit repair or protection or real estate purchases with no money down
26. Flea markets
27. Gambling
28. "Get rich quick" schemes

29. Illegal products or services
30. Mail-order brides
31. Money transmitters or money service businesses
32. Multi-level marketing or pyramid schemes
33. Negative response marketing
34. Pharmacies or pharmacy referral services
35. Pre-paid phone cards
36. Pseudo pharmaceuticals
37. Quasi-cash or stored value
38. Securities brokers
39. Sexually-oriented products or services categorized as:
 - Child pornography
 - Fetish gear and services including S&M paraphernalia
 - Hard-core sexually oriented products and services
 - International match-making services
 - Pornographic materials displaying sexually explicit pictures, images, and videos
 - Sexually explicit telephone or online conversations and chat
 - Sexually-oriented dating services, including companion/escort services and prostitution
 - Sexually-oriented massage parlors, sex shows, sex clubs, topless bars, strip shows, and other adult entertainment
 - Widgets that allow you to access pornography or pornographic ads
40. Selling social media activity, such as Twitter followers, Facebook likes or YouTube views
41. Sharing cardholder's data with another merchant for payment of up-sell or cross-sell product or service
42. Shipping or forwarding brokers
43. Sports forecasting or odds making
44. Substances designed to mimic illegal drugs
45. Telecommunications equipment and telephone sales
46. Telemarketing
47. Timeshares
48. Tobacco, e-cigarettes, vaporizers and accessories including e-juice
49. Virtual currency that can be monetized, re-sold or converted to physical or digital goods or services or otherwise exit the virtual world or related services
50. Weapons and munitions

15. License of Partner's content to Fresha

The Partner hereby grants Fresha a non-exclusive, royalty free, irrevocable and worldwide right and license (or sublicense as applicable) to use, reproduce, distribute, sublicense, communicate and make available content that Partner's publish on the Fresha Business Software and on their Partner Profiles on the Fresha Website and the Fresha Widget, and for any other purposes which are necessary for Fresha or required by Fresha to exercise its rights and perform its obligations under this Agreement.

Fresha may sublicense, make available, disclose and/or offer the Partner content to Affiliates and third parties. In no event shall Fresha be liable to the Partner for any acts or omissions on the part of any third-party platforms. The sole remedy available to the Partner in respect of such third-party platforms is to (a) request Fresha (which has the right and not the obligation) to disable and disconnect with such third-party platforms in respect of the Partner; or (b) terminate this Agreement, in accordance with Section 19.

The Partner hereby grants Fresha the right to:

- remove, edit, cut-down or otherwise amend content supplied by the Partner that is published on the Partner Profile or elsewhere on the Fresha Website or Fresha Widget, including without limitation where such content does not, in Fresha's reasonable opinion, comply with the warranties identified in this Section 15, or is otherwise in breach of the terms of this Agreement; and
- make use of search engine optimisation services, pay-per-click advertising, and other mechanisms that embody, incorporate or quote (in whole or part) the trading name of the Partner or any brands used in connection with the Partner Services.

The Partner warrants, represents and undertakes that:

- all content that the Partner supplies to Fresha in connection with this Agreement and/or publishes (or provides to Fresha for publication) on its Partner Profile or elsewhere on the Fresha Website will be accurate in all material respects and shall not infringe any other person's rights (including Intellectual Property Rights) or be defamatory, unlawful, offensive, threatening, or pornographic or otherwise falling below general standards of taste and decency; and
- it shall comply with all applicable laws and advertising regulations in the marketing, sale and provision of the Partner Services and shall obtain all licences, consents, authorities, qualifications and insurance it is either necessary or reasonably prudent for the Partner to obtain in respect of all its business activities and personnel (but especially in connection with the provision of Partner Services).

Any breach of the warranties in this Section 15 will be a Material Breach of this Agreement.

16. Indemnity

The Partner hereby agrees to indemnify, keep indemnified and hold harmless Fresha and its officers, directors and employees, from and against any and all claims, demands, obligations, actual or alleged causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including settlement costs), expenses associated therewith (including the payment of reasonable legal charges and disbursements) and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis)) and all other reasonable professional costs and expenses arising out of or in connection with any breach by the Partner of any term of this Agreement or

arising out of any action brought by any third party relating to the Partner Services provided (or not provided), or actions (or failures to act), of the Partner or any person (other than Fresha) acting on its behalf, including, without limitation any action brought in connection with any Data Protection Legislation, Intellectual Property Rights, or a Customer visit to the Partner's place of business.

The Partner acknowledges that Fresha enters into this Agreement for its own benefit but also as an agent for the benefit and on behalf of each of its officers, directors and employees (each an “**Indemnified Third Party**” and, collectively, the “**Indemnified Third Parties**”) and that the rights in respect of indemnification set out this Section 16 shall be rights and benefits of each such Indemnified Third Party (as if, in each case, a party to this Agreement in its own right). Such rights shall be enforceable under this Agreement by Fresha as agent for each such Indemnified Third Party. Notwithstanding the foregoing, the Partner and Fresha may agree in writing to amend any provision of this Agreement without the consent of any of the Indemnified Third Parties, even if that amendment affects or will affect the rights conferred on any Indemnified Third Party hereunder.

This Section 16 shall survive the termination or expiry of this Agreement.

17. Payment Term

- **Invoicing:** Fresha will issue an invoice statement to the Partner once a month (the “**Invoice Statement**”) which will include, among other things, the following contents:
 - the balance carried over from the previous Invoice Statement (the “**Opening Balance**”), if any;
 - what Fresha owes the Partner in respect of Fresha Bookings with Online Payments in the period since the last Invoice Statement;
 - what the Partner owes Fresha in respect of Pay Cash In-Store Bookings and any other accrued Service Fees since the last Invoice Statement; and
 - the resulting account balance (the “**Closing Balance**”) payable either by Fresha to the Partner or the Partner to Fresha.

The Invoice Statement will also itemise all categories of Fresha Bookings and Service Fees, including:

- Fresha Bookings with Online Payments;
 - Pay Cash In-Store Bookings;
 - Collections and Service Fees from cancellations and no-shows; and
 - Other Service Fees payable to Fresha by the Partner which are not directly tied to a collection by Fresha of payment for a specific Fresha Booking from a Customer (e.g. an onboarding fee or other professional fee from time to time that may be payable by the Partner to Fresha).
- **Partner Payouts:** Fresha will payout Partners daily or weekly in arrears, considering the balance on the Partner Account accrued during the previous day or week (the “**Current**”

Balance”). If, for the period of service under consideration, the Current Balance is positive, Fresha will transfer the amount of the Current Balance to the Partner on the date specified on the Fresha Business Software. Such transfers from Fresha to the Partner will be made to the Partner’s bank account (the details of which shall be supplied by the Partner on the Fresha Business Software); no further action in respect of the Current Balance will be required by the Partner.

If the Current Balance is negative, the Partner is in debt to Fresha, and no payout will be remitted to the Partner. If the Current Balance remains negative as of the end of the month, the Partner’s Credit Card will be charged by the Current Balance as at the end of the month.

If the Current Balance is zero, then for the period under consideration, neither Fresha or the Partner have any obligation towards each other, and there is nothing further for Fresha or the Partner to do in respect of that period.

- **Partner Payment Terms:** The Partner and Fresha mutually accept that all monies collected through the Fresha Payment Services are owed to the Partner, and that as a commercial agent, Fresha is unable to draw from these monies for any purpose not explicitly mentioned in this Agreement. The Partner also understands and accepts that its usage of the Fresha Payment Services is available in consideration for the payment of Service Fees, and that the Current Balance may be either decreased (in terms of debits for Service Fees) or increased (in terms of credits granted by Fresha) based on specific, strict criteria related to the commercial terms outlined in this Agreement.

Applicable debits (Service Fees) include:

- **Marketplace Fee:** Service Fees owed to Fresha for provision of the Fresha Booking Services or the Fresha Payment Services;
- **Payment Fee:** Service Fees owed to Fresha for the Partner’s use of the Fresha Payment Services;
- **Chargeback:** Service Fees imposed by Fresha as a result of loss Chargebacks related to the Partner’s use of the Fresha Payment Services;
- **Chargeback Fee:** Service Fees imposed by Fresha as a result of additional penalties from Chargebacks beyond the amount of loss;
- **Violation:** Service Fees owed to Fresha for the Partner’s breach of terms outlined in this Agreement or in other commercial agreements executed between Fresha and the Partner;
- **Foreign Exchange Fee:** Service Fees owed to Fresha by the Partner in exchange for foreign exchange fees incurred by the Partner via the Fresha Payment Services.

Applicable credits include:

- **Payment Failure:** Credits owed by Fresha to a Partner to correct for failed payments;
- **Bonus:** Credits owed by Fresha to a Partner for bonuses granted by Fresha;
- **Refund:** Credits owed by Fresha to a Partner as a refund for Service Fees;
- **Credit:** Credits owed by Fresha to a Partner as a credit or grant towards future Service Fees;
- **Compensation:** Credits owed by Fresha to a Partner for other types of compensation.

The above lists of applicable debits and credits are comprehensive; neither Fresha nor its Payment Processors are authorised to debit or credit funds owed to Partners except as explicitly set forth in the use cases above. Invoices generated by Fresha and provided to Partners will itemise each adjustment to the Current Balance with the applicable reason for adjustment (in cases where multiple reasons may apply, only one justification will be provided).

The Partner and Fresha mutually accept that all monies collected Fresha receives pre-payments from Customers as the Partner's commercial agent and the Customer's debt to the Partner in respect of that shall be discharged when the payment is received by Fresha. Further, unless otherwise agreed in writing between Fresha and the Partner, any onward payment of amounts collected by Fresha and due to the Partner will be strictly subject to the Partner having provided the Partner Services pursuant to a Fresha Booking in accordance with this Agreement. Subject to the preceding condition being satisfied by the Partner, onward payment of any balance will be payable by Fresha or the Partner, as applicable, as described earlier in this Section 17.

- **Remedies:** The Partner shall make all payments due to Fresha through the Partner Credit Card, without any deduction whether by way of set-off, withholding, counterclaim, discount or otherwise. If any sum due from the Partner to Fresha under these terms is not paid on or before the due date for payment, all sums owing by the Partner to Fresha shall become due and payable immediately and without prejudice to any other right or remedy available to Fresha, Fresha shall be entitled to:
 - suspend or terminate its provision of the Fresha Services and this Agreement, including disabling the Partner Profile or access to the Fresha Website or Fresha Widget, until arrangements as to payment or credit have been established which are satisfactory to Fresha;
 - charge the Partner the cost of obtaining judgment or payment, to include all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure; and
 - where the Partner has multiple venues with Fresha, offset the sums due from Partner to Fresha against payments due by Fresha to the Partner in relation to those other venues.

- **Payment Methods:** The Partner shall make all payments due to Fresha through the Partner Credit Card, without any deduction whether by way of set-off, withholding, counterclaim, discount or otherwise. If any sum due from the Partner to Fresha under these terms is not paid on or before The Partner shall be responsible for any refunds, chargebacks, banking charges or other administrative expenses (“**Bank Charges**”) incurred by Fresha as a result of Partner’s failure to notify Fresha in advance of changes in payment details and/or arrangements, including but not limited to:
 - bank account details;
 - cancellation of a direct debit mandate;
 - insufficient funds;
 - card expiry

Fresha reserves the right to deduct any sums payable to Fresha by the Partner and any such Bank Charges, from any balance collected by Fresha on behalf of the Partner, prior to onward payment of the Current Balance to the Partner.

All payments due from Fresha to the Partner shall be made via bank transfer using the bank details provided by the Partner to Fresha in the Fresha Business Software (and as set out in the Invoice Statement). It is the Partner's responsibility to ensure that these details are correct. Fresha will only make payments due to the Partner directly to the Partner, and cannot make payments to any third party. The Partner shall fully indemnify Fresha and hold Fresha harmless against any losses, damages or claims arising out of the Partner's failure to notify Fresha of a change of bank account details, including but not limited to any Bank Charges incurred by Fresha as a result.

In the event of a dispute between Fresha and the Partner, any undisputed amount of Service Fees will be paid in accordance with this Section 17 to Fresha. The Partner must notify Fresha of its disagreement within 14 days of receipt of the Invoice Statement setting out in detail the reason. If the Partner fails to do so, the Invoice Statement shall be deemed accepted by the Partner.

The Partner is responsible for withholding and reporting taxes applicable to the Service Fees in accordance with all applicable laws and the requests of the relevant tax authorities, including for any interest and penalties imposed for late payment or failure to withhold. If required, the Partner shall be solely responsible for agreeing with the relevant tax authorities on the tax treatment of the Service Fees. The Partner shall on the request of Fresha provide copies of tax payment certificates and/or tax exemption certificates. The Partner represents and warrants that it is duly registered with all relevant tax authorities, where applicable.

- **Further Acknowledgements:** The Partner understands and acknowledges that Fresha is a commercial booking agent and does not provide the Partner Services to the Customer. The contract for the Partner Services is between the Partner and the Fresha Customer and as a result, it is the Partner's responsibility, if the Partner is registered for indirect taxes, to charge indirect tax on the total value of the Fresha Booking and to provide a tax receipt to the Customer, if requested. Fresha only charges indirect tax to the Partner on the Service Fees, in consideration for the provision of the Fresha Services.

In the event of fraudulent or alleged fraudulent activities by the Partner or if Fresha is required by law, court order, governmental instruction, arbitrational decision or by its cancellation policy to make a refund, of all or part of a Fresha Booking, Fresha reserves the right to claim repayment from the Partner of any amount required to be repaid by Fresha to the Customer and for any Bank Charges relating thereto.

18. Additional Terms for Payment Hardware

18.1 Introduction

In certain countries and for qualifying Partners, Fresha may offer you the option to use or purchase hardware devices for processing credit card transactions (“**Terminals**”). This Section 18 shall apply only to Partners who purchase or use a Terminal provided by Fresha.

18.2 Purchase and Refund Conditions

When you order or request a Terminal from Fresha, Fresha will deliver to you a confirmation (“**Order Confirmation**”) documenting the quantity, model, and price of the Terminal which you have ordered. The Order Confirmation may also provide other terms applicable to your purchase, such as the expected date of delivery, the conditions under which a refund may be requested, contact information for support, and instructions for return or disposal of the Terminal.

18.3 Usage of Terminals

If you receive a Terminal from Fresha, you agree to only use the Terminal in the country where your business is registered and the Terminal was originally shipped. Terminals may only be used for processing payments of the recipient business specified in the Order Confirmation.

You agree not to sell, transfer, license, lend, or gift the Terminal to any party not specified in the Order Confirmation, including affiliates, subsidiaries, or entities in which you are in common control.

Failure to abide by any or several of the conditions in this Section 18.3 shall constitute a Material Breach of the Agreement. Fresha retains all rights and remedies as set forth in this Agreement for any such Material Breach of the Agreement as defined in this section, including suspension of the Terminal, the Fresha Payment Services, or other Fresha Services. To the maximum extent permitted by law, you agree to indemnify and hold Fresha harmless for any damages (including but not limited to loss of business) arising from the suspension of the Fresha Services owing to a breach of this Section 18.3.

18.4 Title and Usage

By ordering a Terminal through Fresha, you will be the owner of the Terminal and may continue to use the Terminal for processing card payments as within the scope of this Agreement. You agree not to intentionally damage, modify, reverse engineer, or otherwise tamper with either the hardware or software of the Terminal, and shall endeavor to keep the Terminal in good condition. Fresha may use transactional data concerning a Terminal you have purchased or conduct on-premise inspections (with reasonable notice of not less than 48 hours) to ensure usage of the Terminal is in compliance with the terms of this Agreement.

Should you cease to use the Terminal (or otherwise suspend your use of the Fresha Payment Services associated with such Terminal), you agree to use all commercially reasonable efforts to return the Terminal to Fresha within 5 business days. This obligation shall persist even in case of suspension of the Fresha Payment Services in line with Section 18.3 of this Agreement. For the avoidance of doubt, in either circumstance of either you ceasing to use a Terminal or you terminating this Agreement, or Fresha suspending the functionality of the Terminal for reasons specified in Section 18.3 of this Agreement, you agree to return the Terminal to Fresha within 5 business days. You accept and understand this to support your and Fresha's compliance with applicable regulations concerning the usage and disposition of payment devices.

18.5 Transferability and Third-Party Usage

To the maximum extent permissible by applicable law, you are solely responsible for any access, use, activity, or transfer of Terminals. You are further solely responsible for ensuring that all third parties accessing, using, or otherwise interacting with Terminals do so within the terms and conditions of this Agreement.

It is your responsibility to familiarise itself with the functionality of the Terminals and evaluate its suitability for your business operations. Fresha does not guarantee, implicitly or otherwise, the suitability of the Terminal for your particular business operations. Upon purchase of a Terminal, to the maximum extent permitted by law, you assume all risks associated with the usage of that Terminal, including but not limited to loss of business associated with that Terminal. You agree to indemnify, defend, and hold harmless Fresha from and against any and all third party claims alleged or asserted against any of them, and all related charges, damages and expenses (including, but not limited to, reasonable attorneys' fees and costs) arising from or relating to any access, use, reliance, or other activity transfer or disposition pertaining to the Terminals.

18.6 Delivery Conditions

The Terminal shall be delivered to the delivery address specified in the Order Confirmation. Fresha shall deliver the Terminal at or near the date indicated on the Order Confirmation. This period may be extended in case of circumstances or events beyond Fresha's immediate control, such as supplier or delivery issues, staff shortages or employee illnesses, or force majeure.

18.7 Termination

Should you seek to continue to use the Fresha Services, but are no longer interested in using a Terminal, you may opt-out of this Section 18 by writing to hello@fresha.com indicating your desire to cease using Terminals provided by Fresha, and by returning any such Terminals which you have ordered back to Fresha. Fresha will provide instruction for you to deliver such unwanted or outstanding Terminals back to Fresha, and shall confirm when such provisions of this Section 18 shall no longer apply to you. If, following termination of use of a Terminal as described in this Section 18.7, you subsequently choose to purchase or use another Terminal, you will again become a party to this Section 18 in full.

19. Term of Agreement

This Agreement commences on the Effective Date and will continue in effect unless terminated in writing on not less than 30 days' written notice by either party.

Either party shall be entitled to terminate this Agreement with immediate effect by written notice to the other if:

- the other party commits a Material Breach of any of the provisions of this Agreement (as defined throughout this Agreement), and either that breach is not capable of being remedied or, in the case of a breach capable of remedy, that party fails to remedy the same within 7 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or
- the other party is in persistent non-material breach (whether remediable or not) of any of the provisions of this Agreement;
- an encumbrancer takes possession or a receiver is appointed over any of the property or assets of that other party;
- that other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
- that other party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting there from effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement);
- anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other party; or
- the other party ceases, or threatens to cease, to carry on business.

Termination of this Agreement, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

20. Confidentiality

Each party acknowledges that, whether by virtue of and in the course of this Agreement or otherwise, it may receive or otherwise become aware of information relating to the other party, their marketing plans, their clients, customers, businesses, business plans, finances, technology or affairs, which is proprietary and confidential to the other party ("**Confidential Information**").

Each party undertakes to maintain and procure the maintenance of the confidentiality of Confidential Information at all times and to keep and procure the keeping of all Confidential Information secure and protected against theft, damage, loss or unauthorised access, and not at any time, whether during the term of this Agreement or at any time thereafter, without the prior written

consent of the owner of the Confidential Information, directly or indirectly, use, disclose, exploit, copy or modify any Confidential Information, or authorise or permit any third party to do the same, other than for the sole purpose of the performance of its rights and obligations hereunder.

The terms of and obligations imposed by this Section 20 shall not apply to any Confidential Information which:

- at the time of receipt by the recipient is in the public domain;
- subsequently comes into the public domain through no fault of the recipient, its officers, employees or agents;
- is lawfully received by the recipient from a third party on an unrestricted basis; or
- is already known to the recipient before receipt hereunder.

The recipient may disclose Confidential Information in confidence to a professional adviser of the recipient or if it is required to do so by law, regulation or order of a competent authority. This Clause shall survive the termination or expiry of this Agreement.

21. Liability

- (a) **Limitations of Liability.** Without prejudice to the next paragraph, Fresha's maximum aggregate liability under or in connection with this Agreement, or any related contract, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed the Service Fees due and payable to Fresha hereunder on the date of the event giving rise to the relevant claim. Further, Fresha shall not be liable for any loss of income or profits, loss of contracts, goodwill, or other intangible losses or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise (even if Fresha has been advised by the Partner of the possibility of such loss or damage).
- (b) **Liability Under Applicable Law.** Nothing in this Agreement shall exclude or in any way limit Fresha's liability for fraud or for death or personal injury caused by its negligence or for its willful default or any other liability to the extent the same may not be excluded or limited as a matter of law.

This Section 21 in its entirety shall survive the termination or expiry of this Agreement.

22. Miscellaneous

- (a) **Interpretation.** The division of this Agreement into articles and sections is for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

- (b) **Consent to Communication.** Fresha may contact the Partner via e-mail, telephone, SMS or WhatsApp using the contact information provided on the Fresha Business Software and may be in connection Fresha Bookings or other questions regarding Fresha Services and / or the Partner Services.
- (c) **Intellectual Property Ownership.** All rights to the Website, App, Partner Sites and the content on it (save for Partner Content) (and all other Intellectual Property Rights belonging to or licensed to Fresha) remain vested in Fresha at all times. Nothing in this Agreement shall give the Partner any rights in respect of any such Intellectual Property Rights or of the goodwill associated therewith. In order to streamline the Website and the content on it (including the Partner Content), Fresha may, at its absolute discretion and from time to time, amend the format, content and style of venue page descriptions, photos and menus.
- (d) **Change of Control.** In the event of a change of control or senior management of the Partner, the Partner must bring the existence and terms of this Agreement to the new owner or manager's attention and inform Fresha of the relevant new personnel's contact details.
- (e) **Notices.** Any notice, invoice or other communication which either party is required to serve on the other party shall be sufficiently served if sent to the other party at the address specified in this Agreement (or such other address as is notified to the other party in writing or by email). Notices sent by registered post or recorded delivery shall be deemed to be served three Business Days following the day of posting. In all other cases, notices are deemed to be served on the day when they are actually received.
- (f) **Amendments.** We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities, so please review our terms regularly.
- (g) **Nature of Relationship.** The relationship of the parties is that of independent contractors dealing at arm's length. Except as otherwise stated in this Agreement, nothing in this Agreement shall constitute the parties as partners, joint ventures or co-owners.
- (h) **Successors and Assignees.** Neither party may assign, transfer, charge, sub-contract or otherwise deal with any part or all of this Agreement without the prior written consent of the other party (not to be unreasonably withheld, conditioned or delayed).
- (i) **Rights of Third-Parties.** A person who is not a party to this Agreement has no right to enforce any term of this Agreement.
- (j) **Non-Waiver of Rights.** The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.

- (k) **Severability.** If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.
- (l) **Entire Agreement.** This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing.
- (m) **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the English courts to settle any dispute arising out of this Agreement.

Schedule 1

Acquiring Addendum - Wells Fargo Bank, N.A.

Acquiring Addendum - Wells Fargo Bank, N.A.

Introduction: Scope and applicability This Acquiring Addendum is applicable to Merchants: (1) who are an entity established in the United States; (2) who entered into a Merchant Agreement with Adyen for the provision of payment services (the “**Merchant Agreement**”); and (3) who have card transactions acquired via Adyen (the “**Sponsored Acquiring Services**”) under the acquiring licenses of WELLS FARGO BANK, N.A. (“**Member**”), a member of various card schemes such as Visa and MasterCard (the “**Card Schemes**”). This Acquiring Addendum constitutes a separate legally binding contract between Merchant, Member and Adyen applicable to the Sponsored Acquiring Services. As between Adyen and Merchant, the terms of the Merchant Agreement also apply to the Sponsored Acquiring Services, provided that where a conflict exists between the Merchant Agreement and this Acquiring Addendum, the terms of this Acquiring Addendum will take precedence where it concerns the Sponsored Acquiring Services. Merchant acknowledges that Member’s obligations in connection with the Sponsored Acquiring Services are limited solely to acting, under Member’s acquiring license, as an acquirer of record for Merchant’s payment transactions on Adyen’s behalf. All other obligations relating to the provision of the Sponsored Acquiring Services (other than those of Merchant) are the responsibility of Adyen. Merchant agrees that, for the Sponsored Acquiring Services for which Member will be the acquirer of record in the United States, Member is a party to the Merchant Agreement for that purpose and for that part of the Merchant Agreement only. This Acquiring Addendum is entered into by the parties to satisfy the requirement of the owners of the Card Schemes and Member that Merchants wishing to accept card payments via such Card Schemes commit to comply with the terms prescribed by the Card Schemes regarding the processing of payments via the Card Schemes (the “**Scheme Rules**”).

Agreement to comply with Scheme Rules Merchant hereby agrees to comply with applicable laws, the applicable Scheme Rules as set by the Card Schemes and as modified by the Card Schemes from time-to-time, with respect to the use of the Sponsored Acquiring Services by Merchant. Merchant is advised and agrees that pursuant to the Scheme Rules, among other requirements: (1) transactions may be made subject to chargebacks (leading to an obligation for Merchant to return funds received for such transaction); (2) settlement of funds for processed transactions may be delayed or withheld; (3) the Sponsored Acquiring Services may be suspended or terminated; and/or (4) fines for violations of applicable law or Scheme Rules may be payable. Further information on applicable Scheme Rules is published on the websites of the Card Schemes (<https://usa.visa.com/dam/VCOM/download/merchants/visa-international-operating-regulations-main.pdf> and www.mastercard.com/us/merchant/support/rules.html) and further guidance on Scheme Rules is made available by Member via Adyen to Merchant. However, Merchant acknowledges and agrees that it shall be subject to the requirements of applicable law and Scheme Rules and, regardless of whether Member has advised Merchant through Adyen or Merchant is otherwise aware of such requirement.

Settlement via Member Funds received from the Card Schemes for payment transactions acquired via the Sponsored Acquiring Services will be received from the Card Schemes and credited to bank accounts held by Member and paid out to Merchant directly from such bank accounts. Merchant hereby authorises Adyen to, and authorises Member to allow Adyen to, initiate debits or credits to such accounts related to the funds resulting from settlement of Merchant’s payment transactions acquired via the Sponsored Acquiring Services. Without limiting the generality of the preceding sentence, Merchant hereby authorises Adyen to, and authorises Member to allow Adyen to, initiate debits to such accounts or otherwise withhold amounts from such funds (including for refunds, adjustments, chargebacks, fines, fees, other amounts due to Adyen or Member, any applicable reserve amounts, and any other obligation of Merchant or as otherwise provided under the Merchant Agreement or this Acquiring Addendum), pursuant to the terms of the Merchant Agreement or this Acquiring Addendum.

Fees No fees are payable by Merchant to Member hereunder. The fees and other charges payable by Merchant for use of the Sponsored Acquiring Services are fully set out in the Merchant Agreement and are payable by Merchant to Adyen pursuant to the terms thereof.

Term and termination This Acquiring Addendum is effective upon the date Merchant signed the Merchant Agreement to which this Acquiring Addendum is attached or the date Merchant otherwise agrees to this Acquiring Addendum, and continues so long as Merchant uses the Sponsored Acquiring Services via the services of Adyen. This Acquiring Addendum will further terminate automatically upon any termination or expiration of the Merchant Agreement. This Acquiring Addendum may be terminated by Member or Adyen with immediate effect at any time by giving writing notice in case of: (i) a material breach of any of Merchant obligations under this Acquiring Addendum, the Merchant Agreement, applicable law and/or the Scheme Rules, or (ii) the termination of the agreement between Adyen and Member relating to the Sponsored Acquiring Services. Upon termination of this Acquiring Addendum, those terms which by their nature are intended to survive termination (including indemnification obligations and limitations of liability) shall survive.

Liability Limitation and Indemnification TO THE MAXIMUM EXTENT PERMITTED BY LAW, MEMBER SHALL NOT BE LIABLE TO MERCHANT UNDER ANY THEORY OF LIABILITY. ADYEN ASSUMES RESPONSIBILITY FOR THE PROVISION OF THE SPONSORED ACQUIRING SERVICES TO THE MERCHANT PER THE TERMS AND LIABILITY LIMITATIONS SET OUT IN THE MERCHANT AGREEMENT. MEMBER IS NOT RESPONSIBLE OR LIABLE TO MERCHANT FOR ANY ACT OR OMISSION OF ADYEN TOWARD MERCHANT OR ADYEN’S

PERFORMANCE OF THE SPONSORED ACQUIRING SERVICES. MERCHANT AGREES TO INDEMNIFY AND HOLD MEMBER HARMLESS FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES AND EXPENSES RESULTING FROM AND/OR ARISING OUT OF ANY BREACH OF ANY OBLIGATION BY MERCHANT OF THE TERMS OF THIS ACQUIRING ADDENDUM, THE MERCHANT AGREEMENT, APPLICABLE LAW AND/OR THE SCHEME RULES, EXPRESSLY INCLUDING ANY FINE OR OTHER CLAIM MADE AGAINST MEMBER BY A CARD SCHEME AS A RESULT OF SUCH BREACH.

Governing Law; Jurisdiction This Acquiring Addendum shall be governed by and construed in accordance with the laws of the State of New York. Each party hereby submits to the jurisdiction of any state or federal court sitting in New York County, State of New York, United States of America for any action, suit or proceeding arising out of or relating to this Acquiring Addendum and the transactions contemplated hereunder. The parties expressly submit and consent in advance to such jurisdiction in the aforementioned courts, and each party hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue or forum non convenience.

Changes to Acquiring Addendum Member or Adyen may amend this Acquiring Addendum at any time by Adyen providing written notice to Merchant where Member or Adyen in its/their reasonable discretion deems the amendment to be necessary to ensure compliance with applicable laws, and/or Scheme Rules. The revised version will be effective 30 days after the date of such notice, unless otherwise specified in such notice. Merchant will be considered to expressly consent to all changes to the Acquiring Addendum if Merchant continues to use the Sponsored Acquiring Services after the effective date of the change.

Waiver The failure of a party to assert any of its rights under this Acquiring Addendum, including the right to terminate this Acquiring Addendum in the event of breach or default by the other party, will not be deemed to constitute a waiver by that party of its right to enforce each and every provision of this Acquiring Addendum in accordance with its terms.

Relationship between the Parties. No agency, partnership, joint venture or employment relationship is created between Adyen, Member and/or Merchant by way of this Acquiring Addendum. In the performance of their respective obligations hereunder, the parties are, and will be, independent contractors.

Severability Whenever possible, each provision of this Acquiring Addendum will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof will be prohibited by or determined to be invalid by a court of competent jurisdiction, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Acquiring Addendum.

Appendix to this Acquiring Addendum:

Appendix 1 – Member disclosures Wells Fargo Bank (requires separate signature)

For ADYEN

By: _____

Name: _____

Its: _____

Date: _____

For MEMBER (by ADYEN on behalf of MEMBER)

By: _____

Name: _____

Its: _____

Date: _____

For _____ (MERCHANT)

By: _____

Name: _____

Its: _____

Date: _____

Appendix 1 - Member Disclosures Wells Fargo Bank

Member contact information: WELLS FARGO BANK, N.A. may be contacted by mail at: 1200 Montego, Walnut Creek, CA 94598 and by phone at (925) 746-4167.

Adyen contact information: ADYEN N.V. may be contacted by mail via its US subsidiary Adyen Inc. at 274 Brannan Street, Suite 600, San Francisco, CA 94107 and by phone at (415) 957 1000

Important Member Responsibilities:

- A. Member is the entity approved to extend acceptance of Card Scheme products directly to you.
- B. Member must be a principal (signer) to the relevant Acquiring Addendum.
- C. Member is responsible for educating you on pertinent Visa and MasterCard Rules with which you must comply; but this information may be provided to you by Adyen.
- D. Member is responsible for and must provide settlement funds to you.
- E. Member is responsible for all settlement funds prior to funding you (or Adyen as your agent).

Important Merchant Responsibilities:

- A. Ensure compliance with cardholder data security and storage requirements.
- B. Maintain fraud and chargebacks below Card Scheme thresholds.
- C. Review and understand the terms of the Acquiring Addendum.
- D. Comply with Visa and MasterCard rules.

The responsibilities listed above do not supersede terms of the Merchant Agreement or this Acquiring Addendum and are provided to ensure Merchant understands some important obligations of each party and that Member is the ultimate authority should Merchant have any problems.

For _____ (MERCHANT)

By: _____

Name: _____

Its: _____

Date: _____

Schedule 2

Acquiring Addendum - Wells Fargo Bank, N.A., Canadian Branch



Acquiring Addendum - Wells Fargo Bank, N.A., Canadian Branch

Introduction: Scope and applicability This Acquiring Addendum is applicable to Merchants: (1) who are an entity established in Canada; (2) who entered into a Merchant Agreement with Adyen for the provision of payment services (the “**Merchant Agreement**”); and (3) who have card transactions acquired via Adyen (the “**Sponsored Acquiring Services**”) under the acquiring licenses of WELLS FARGO BANK, N.A., CANADIAN BRANCH (“**Member**”), a member of various card schemes such as Visa and MasterCard (the “**Card Schemes**”). This Acquiring Addendum constitutes a separate legally binding contract between Merchant, Member and Adyen applicable to the Sponsored Acquiring Services. As between Adyen and Merchant, the terms of the Merchant Agreement also apply to the Sponsored Acquiring Services, provided that where a conflict exists between the Merchant Agreement and this Acquiring Addendum, the terms of this Acquiring Addendum will take precedence where it concerns the Sponsored Acquiring Services. Merchant acknowledges that Member’s obligations in connection with the Sponsored Acquiring Services are limited solely to acting, under Member’s acquiring license, as an acquirer of record for Merchant’s payment transactions on Adyen’s behalf. All other obligations relating to the provision of the Sponsored Acquiring Services (other than those of Merchant) are the responsibility of Adyen. Merchant agrees that, for the Sponsored Acquiring Services for which Member will be the acquirer of record in Canada, Member is a party to the Merchant Agreement for that purpose and for that part of the Merchant Agreement only. This Acquiring Addendum is entered into by the parties to satisfy the requirement of the owners of the Card Schemes and Member that Merchants wishing to accept card payments via such Card Schemes commit to comply with the terms prescribed by the Card Schemes regarding the processing of payments via the Card Schemes (the “**Scheme Rules**”).

Agreement to comply with Scheme Rules Merchant hereby agrees to comply with applicable laws, the applicable Scheme Rules as set by the Card Schemes and as modified by the Card Schemes from time-to-time, with respect to the use of the Sponsored Acquiring Services by Merchant. Merchant is advised and agrees that pursuant to the Scheme Rules, among other requirements: (1) transactions may be made subject to chargebacks (leading to an obligation for Merchant to return funds received for such transaction); (2) settlement of funds for processed transactions may be delayed or withheld; (3) the Sponsored Acquiring Services may be suspended or terminated; and/or (4) fines for violations of applicable law or Scheme Rules may be payable. Further information on applicable Scheme Rules is published on the websites of the Card Schemes (<https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf> and www.mastercard.com/us/merchant/support/rules.html) and further guidance on Scheme Rules is made available by Member via Adyen to Merchant. However, Merchant acknowledges and agrees that it shall be subject to the requirements of applicable law and Scheme Rules and, regardless of whether Member has advised Merchant through Adyen or Merchant is otherwise aware of such requirement. Merchant can choose to accept only credit or debit payments from a Card Scheme, without having to use the same Card Scheme for both credit and debit payments. Scheme rules allow merchants to provide discounts for different methods of payment (e.g. cash, debit card, credit card). Merchants shall be allowed to provide differential discounts among different Card Schemes as long as all discounts are clearly marked at the point-of-sale. Merchants are never obligated to provide a specific payment method or mechanism to their end consumer (e.g. contactless, mobile, etc.).

Settlement via Member Funds received from the Card Schemes for payment transactions acquired via the Sponsored Acquiring Services will be received from the Card Schemes and credited to bank accounts held by Member and paid out to Merchant directly from such bank accounts. Merchant hereby authorises Adyen to, and authorises Member to allow Adyen to, initiate debits or credits to such accounts related to the funds resulting from settlement of Merchant’s payment transactions acquired via the Sponsored Acquiring Services. Without limiting the generality of the preceding sentence, Merchant hereby authorises Adyen to, and authorises Member to allow Adyen to, initiate debits to such accounts or otherwise withhold amounts from such funds (including for refunds, adjustments, chargebacks, fines, fees, other amounts due to Adyen or Member, any applicable reserve amounts, and any other obligation of Merchant or as otherwise provided under the Merchant Agreement or this Acquiring Addendum), pursuant to the terms of the Merchant Agreement or this Acquiring Addendum.



Fees No fees are payable by Merchant to Member hereunder. The fees and other charges payable by Merchant for use of the Sponsored Acquiring Services are fully set out in the Merchant Agreement and are payable by Merchant to Adyen pursuant to the terms thereof. In accordance with Section 3.2 in the Adyen Terms and Conditions, Adyen shall provide notice and change of fees (either increase or decrease) with 3 months prior notice.

Term and termination This Acquiring Addendum is effective upon the date Merchant signed the Merchant Agreement to which this Acquiring Addendum is attached or the date Merchant otherwise agrees to this Acquiring Addendum, and continues so long as Merchant uses the Sponsored Acquiring Services via the services of Adyen. This Acquiring Addendum will further terminate automatically upon any termination or expiration of the Merchant Agreement. This Acquiring Addendum may be terminated by Member or Adyen with immediate effect at any time by giving writing notice in case of: (i) a material breach of any of Merchant obligations under this Acquiring Addendum, the Merchant Agreement, applicable law and/or the Scheme Rules, or (ii) the termination of the agreement between Adyen and Member relating to the Sponsored Acquiring Services. Upon termination of this Acquiring Addendum, those terms which by their nature are intended to survive termination (including indemnification obligations and limitations of liability) shall survive.

Liability Limitation and Indemnification TO THE MAXIMUM EXTENT PERMITTED BY LAW, MEMBER SHALL NOT BE LIABLE TO MERCHANT UNDER ANY THEORY OF LIABILITY. ADYEN ASSUMES RESPONSIBILITY FOR THE PROVISION OF THE SPONSORED ACQUIRING SERVICES TO THE MERCHANT PER THE TERMS AND LIABILITY LIMITATIONS SET OUT IN THE MERCHANT AGREEMENT. MEMBER IS NOT RESPONSIBLE OR LIABLE TO MERCHANT FOR ANY ACT OR OMISSION OF ADYEN OR ANY THIRD PARTY TOWARD MERCHANT OR ADYEN'S PERFORMANCE OF THE SPONSORED ACQUIRING SERVICES. MERCHANT AND ADYEN EACH AGREE TO INDEMNIFY AND HOLD MEMBER HARMLESS FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES AND EXPENSES RESULTING FROM AND/OR ARISING OUT OF THIS AGREEMENT, INCLUDING ANY BREACH OF ANY OBLIGATION BY MERCHANT OF THE TERMS OF THIS ACQUIRING ADDENDUM, THE MERCHANT AGREEMENT, APPLICABLE LAW AND/OR THE SCHEME RULES, EXPRESSLY INCLUDING ANY FINE OR OTHER CLAIM MADE AGAINST MEMBER BY A CARD SCHEME OR OTHER THIRD PARTY.

Governing Law; Jurisdiction This Acquiring Addendum shall be governed by and construed in accordance with the laws of Ontario. Each party hereby submits to the jurisdiction of any provincial or federal court sitting in Ontario, Canada for any action, suit or proceeding arising out of or relating solely to this Acquiring Addendum and the transactions contemplated hereunder. The parties expressly submit and consent in advance to such jurisdiction in the aforementioned courts, and each party hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue or forum non-convenience.

Changes to Acquiring Addendum Member or Adyen may amend this Acquiring Addendum at any time by Adyen providing written notice to Merchant where Member or Adyen in its/their reasonable discretion deems the amendment to be necessary to ensure compliance with applicable laws, and/or Scheme Rules. The revised version will be effective 30 days after the date of such notice, unless otherwise specified in such notice. Merchant will be considered to expressly consent to all changes to the Acquiring Addendum if Merchant continues to use the Sponsored Acquiring Services after the effective date of the change.

Waiver The failure of a party to assert any of its rights under this Acquiring Addendum, including the right to terminate this Acquiring Addendum in the event of breach or default by the other party, will not be deemed to constitute a waiver by that party of its right to enforce each and every provision of this Acquiring Addendum in accordance with its terms.

Relationship between the Parties. No agency, partnership, joint venture or employment relationship is created between Adyen, Member and/or Merchant by way of this Acquiring Addendum. In the performance of their respective obligations hereunder, the parties are, and will be, independent contractors.

Severability Whenever possible, each provision of this Acquiring Addendum will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof will be



prohibited by or determined to be invalid by a court of competent jurisdiction, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Acquiring Addendum.

Canada's Anti-Spam Legislation (CASL) – In accordance with CASL, I (Merchant/Customer) agree to receive all of Adyen's messages, newsletters, updates and promotions regarding Adyen's products and Services at the email address below:

For ADYEN

By: _____

Name: _____

Its: _____

Date: _____

For MEMBER (by ADYEN on behalf of MEMBER)

By: _____

Name: _____

Its: _____

Date: _____

For _____ (MERCHANT)

By: _____

Name: _____

Its: _____

Date: _____

E-mail _____