

SYRVE TERMS OF SERVICE

Effective Date: the date and time the Merchant accepts these Terms of Service, whether by electronic acceptance (click-through or similar), by accepting an Offer referencing these Terms, by payment of an invoice referencing these Terms (where applicable), or by accessing or using the Services.

IMPORTANT NOTICE: these Terms contain limitations of liability, warranty disclaimers, and other provisions that affect your legal rights. Please read carefully.

1. PARTIES. LEGALLY BINDING AGREEMENT

1.1. Contracting Party

These Terms of Service (the "**Agreement**" or "**Terms**") are entered into between:

SYRVE LIMITED, a company incorporated and existing under the laws of England and Wales, company number 14120915, with its registered office at Innovation Centre, Gallows Hill, Warwick, United Kingdom, CV34 6UW, email: info@syrve.com (the "**Licensor**", "**Syrve**", "**we**", "**us**"),

and

a natural person (in their capacity as a sole proprietor / individual entrepreneur or similar status) or a legal entity accepting these Terms and using the Services in the course of their business (the "**Merchant**", "**Licensee**", "**you**").

1.2. Binding Nature. Acceptance

This Agreement constitutes a legally binding commercial contract. You accept and become bound by this Agreement upon the earliest of your:

- (a) acceptance of an Offer referencing these Terms (including electronically);
- (b) payment of any invoice or fee referencing these Terms (where applicable);
- (c) clicking "I accept" or similar confirmation during onboarding or registration, including via SyrveApp;
- (d) installation, activation, access to, or use of the Software or Services, including authorising any User to access or use the Software or Services.

Acceptance of these Terms is a condition precedent to any right to access or use the Services.

Condition precedent (fixed fee subscription components). For any fixed-fee subscription component (whether as a standalone model, i.e. Fixed-Fee Subscription Model, or the fixed-fee part of the Combined Model), **payment of the relevant invoice** (as stated in the applicable Offer) is a condition precedent to licence grant and access.

SyrvePay note. Where the Merchant elects **SyrvePay**, payment of an upfront fixed licence fee is not a condition precedent to licence grant; however, **activation and continued availability** of SyrvePay may be conditional upon: (a) successful onboarding / approval by the selected Payment Service Provider and (b) successful technical enablement of the integrated payment flow, in each case as set out in **Schedule E**.

1.3. Authority

The individual accepting these Terms represents and warrants that they have full legal authority to bind the Merchant.

1.4. Business-to-Business Basis

The Parties acknowledge that this Agreement is entered into in the course of trade, business, craft, or profession. The Services are **not intended for personal or household purposes**. Consumer

protection laws and regulations are **expressly excluded** from this Agreement to the maximum extent permitted by Applicable Laws, and the existence of this Agreement will not be deemed a business-to-consumer relationship. Any consumer protection legislation applies only to the extent mandatorily required by Applicable Laws.

1.5. Order of Precedence. SyrvePay “Ring-Fencing”

If there is a conflict between documents comprising the Agreement, the following order applies (highest priority first) – in each case to the extent of the conflict and to the extent applicable:

- (a) the Offer accepted by you (including any applicable quote, proposal or invoice referencing these Terms);
- (b) these Terms (notably, the body of the Terms);
- (c) the Service Level Agreement (Schedule A);
- (d) the Data Processing Addendum (Schedule B);
- (e) the Support Policy (Schedule C);
- (f) the Hardware and Network Requirements (Schedule D);
- (g) the SyrvePay Addendum (Schedule E); and
- (h) the Combined Payment Model Addendum (Schedule F).

Ring-fencing:

Notwithstanding the foregoing:

- (a) where (and only where) **SyrvePay** applies to specific locations / accounts, **Schedule E** controls for the SyrvePay Location(s) / Connected Account(s) and prevails over inconsistent payment / fee collection mechanics in the body of these Terms; and
- (b) where (and only where) a **Combined Model** applies, **Schedule F** controls for the relevant locations / accounts and prevails over inconsistent provisions in Schedule E and the body of these Terms – solely to the extent of any conflict for the Combined Model scope.

For Personal Data processing, Schedule B controls to the extent of conflict.

2. DEFINITIONS AND INTERPRETATION

2.1. Definitions

In this Agreement, capitalised terms have the meanings below (along with other capitalized terms defined elsewhere in the Agreement, including the Schedules):

“Acceptable Use Policy” means the restrictions and obligations set out in Section 9.

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where “control” means ownership of more than 50% of voting rights or the ability to direct management.

“Applicable Data Protection Laws” means all applicable laws and regulations relating to Processing of Personal Data, including Regulation (EU) 2016/679 (GDPR), the UK GDPR, and the Data Protection Act 2018, as amended.

“Applicable Laws” means all laws, regulations, binding codes, and applicable regulatory requirements that apply to a Party or to the Merchant’s business, as well as the Merchant’s use of the Services.

“Authorised Users” or **“Users”** means your employees, agents, contractors, and other individuals authorised by you to use the Services on your behalf, subject to the limits of your subscription plan and/or the applicable Offer.

"Business Day" means a day other than Saturday, Sunday, or a public holiday in England.

"Confidential Information" means the terms of this Agreement (excluding its existence) and all non-public, confidential or proprietary information disclosed by one Party to the other, whether orally, in writing or electronically, as further detailed in Section 15.

"Connected Account" means a Merchant account with a Payment Service Provider used for SyrvePay and linked / connected to Syrve's SyrvePay enablement flow for a SyrvePay Location, as identified in the applicable Offer and/or onboarding records.

"Customer Data" means data relating to the Merchant's customers or guests processed through the Services, including Personal Data, order history, reservations, delivery / collection details, and transactional details (excluding cardholder data processed by PSPs as controllers).

"Documentation" means Syrve's user guides, technical documentation, release notes, and operating instructions made available by Syrve (including via Syrve's portal / help centre).

"Eligible Card Transaction(s)" has the meaning given in Schedule E.

"Fees" means all fees and charges payable by the Merchant to Syrve under this Agreement for the Services (including any subscription, licence, support, Syrve Transaction Fees, Shortfall Fee, Inactivity Fee and/or any early termination charges), as set out in the applicable Offer and/or (where applicable) Schedule E and Schedule F, but excluding any PSP Fees payable to a Payment Service Provider under a PSP Agreement.

"Fixed-Fee Subscription Model" has the meaning set out in Section 12.5(a).

"Hardware" means POS terminals, kitchen displays, printers, peripherals, routers / switches, and other equipment used in connection with the Services.

"Inactivity Fee" means the fixed fee payable by the Merchant in respect of a SyrvePay Location / Connected Account for a Measurement Period in which no Eligible Card Transactions are processed, as specified in the applicable Offer and/or Schedule E.

"Intellectual Property Rights" means all present and future intellectual property and proprietary rights worldwide, including copyright, database rights, patents, trademarks, trade secrets, and know-how.

"Measurement Period" means the period used to calculate SyrvePay fees, Minimum Transaction Thresholds, Shortfall Fees and/or the Inactivity Fee (typically a calendar month / billing month), as specified in the applicable Offer and/or Schedule E (and, where relevant, PSP reporting rules).

"Merchant Data" means all data and content submitted by or on behalf of the Merchant through the Services, excluding Customer Data, and excluding Syrve Technology and Aggregated Data.

"Minimum Transaction Threshold" means the minimum transaction volume or other minimum criteria (which may include, without limitation, (a) a minimum percentage of the Merchant's total revenue to be processed as Eligible Card Transactions, and/or (b) a minimum GBP or EUR (or other applicable currency) processing amount for Eligible Card Transactions) that the Merchant commits to maintain for a SyrvePay Location / Connected Account during a Measurement Period, as specified in the applicable Offer and/or Schedule E.

"Offer" means any written or electronic offer, quote, proposal, subscription confirmation and/or invoice referencing these Terms that is issued by or on behalf of Syrve (and, where applicable, a Reseller), accepted by you, and specifies the applicable subscription plan, scope, payment model(s), Fees and/or term for the Services.

"Payment Service Provider" or **"PSP"** means a third-party payment service provider (e.g., acquirer, payment facilitator, payment institution or similar regulated entity) designated by Syrve and selected by the Merchant for SyrvePay enablement.

"PSP Agreement" means any separate agreement (including terms and conditions, user agreement, onboarding terms and policies, and alike) between the Merchant and the PSP that governs the PSP's payment services.

"Payment Service Provider Fee" or **"PSP Fees"** means any fee charged by the PSP to the Merchant for the provision of payment services in connection with SyrvePay (including, where applicable, processing / acquiring / settlement and any platform, application, processing or similar fee) under the PSP Agreement and/or as reflected in the Merchant's PSP Dashboard and/or the applicable Offer.

"Personal Data", **"Process"**, **"Processor"**, **"Controller"**, and **"Security Incident"** have the meanings given in Applicable Data Protection Laws.

"Reseller" means a third party authorised by Syrve to resell or distribute subscriptions to the Services under the Fixed-Fee Subscription Model, and/or implement Syrve at the Merchant's premises.

"Services" means Syrve's restaurant management and point-of-sale (POS) software platform, including hosted / cloud components, offline-capable components (where supported), updates, modules, APIs (if enabled), integrations, and Support, as described in the Documentation and applicable Offers.

"Shortfall Fee" means the fee (which may be a fixed amount, a minimum monthly charge, and/or a fallback fixed subscription fee for the relevant period) payable by the Merchant where the Minimum Transaction Threshold is not met for a Measurement Period, as specified in Schedule E and/or the applicable Offer.

"SLA" means the service level commitments set out in Schedule A.

"Software" means the Syrve software – whether cloud-hosted, downloadable, installed locally, or accessed via web / mobile applications, including updates and upgrades made available by Syrve as part of the Services.

"SyrveApp" means Syrve's application/interface through which Merchants may access certain Service functionality and/or notifications (as applicable).

"SyrvePay" means the payment model under which the Merchant's licence fees for the Services are satisfied (in whole or in part) through a transaction-based fee deducted and collected by a Payment Service Provider from card transaction proceeds and remitted to Syrve, as further described in Schedule E.

"SyrvePay Location(s)" means the Merchant location(s), outlets, or sites designated in an Offer and/or onboarding record as being enrolled in SyrvePay.

"Syrve Technology" means the Services, Software, Syrve applications, Documentation, APIs, updates, improvements, and any Syrve materials, systems, and technology.

"Syrve Transaction Fee" means the transaction-based fee payable to Syrve under SyrvePay in respect of Eligible Card Transactions (or Successful Transactions, if applicable), calculated as specified in Schedule E and/or the applicable Offer.

"Third-Party Services" means products or services provided by third parties that interoperate with the Services (e.g., payment processors, delivery platforms, accounting integrations, hardware vendors, telecom / ISP services, etc. – to the extent applicable).

“Transaction” means an Eligible Card Transaction (as defined in Schedule E) processed for a SyrvePay Location / Connected Account through the PSP under the SyrvePay model, as further described in Schedule E.

2.2. Interpretation

The following rules of interpretation shall apply to this Agreement:

- (a) headings are for convenience only and do not affect interpretation,
- (b) “including” means “including without limitation”,
- (c) a reference to a law or statute includes any amendment, replacement, or re-enactment,
- (d) references to “writing” include email unless expressly excluded.

3. SCOPE OF SERVICES

3.1. Services

Syrve provides the Services as described in the Documentation and applicable Offer. The Services may include hosted services, offline-capable features, updates, Documentation, integrations (where enabled), and technical support.

3.2. No Sale of Goods. No Merchant of Record. No Payment Services

Syrve provides software and related support / hosting only. Syrve does not sell your goods, does not act as merchant of record, and does not provide acquiring, settlement, e-money, or other regulated payment services. Any payment processing and settlement services are provided by a PSP under a separate PSP Agreement between you and the PSP. All sales to your customers or guests are contracts solely between you – the Merchant, and your customers.

3.3. Merchant Responsibility

You remain solely responsible for:

- (a) your pricing, menus, availability, fulfilment, delivery / collection, refunds, chargebacks, and customer communications;
- (b) the lawfulness and quality of your goods / services;
- (c) compliance with Applicable Laws applicable to your business (including tax, employment, consumer, and payments requirements); and
- (d) your internal controls and policies, including staff permissions and fraud prevention.

3.4. Third-Party Services. SyrvePay Dependency Disclaimer (Important Note)

Certain Services (including SyrvePay) require Third-Party Services (including Payment Service Providers) and may be conditional upon the Merchant entering into, maintaining and complying with separate agreements with such third parties. Syrve is not a party to such agreements and does not control Third-Party Services.

If SyrvePay cannot be activated or continued due to any Third-Party Service issue (including refusal, suspension or termination by a PSP), Syrve may suspend or disable SyrvePay for the affected SyrvePay Location(s) / Connected Account(s) in accordance with Schedule E. The Merchant remains responsible for its obligations under this Agreement (including Fees and the minimum commitment), subject to the limitations of liability and mandatory law.

4. OFFERS. RESELLERS. COMMERCIAL TERMS

4.1. Offers

Your subscription plan, modules, usage limits (e.g., number of locations, terminals, users), term, payment model(s) and Fees are as set out in the applicable Offer. Use beyond the paid scope

constitutes a material breach and Syrve may (without prejudice to other rights) charge for such use at Syrve's then-current rates and/or suspend the excess use.

4.2. Purchases via Resellers

If you obtain the Services through a Reseller, the Reseller may be the party that commercialises the Services to you (including by issuing the applicable Offer and invoicing you for any fixed-fee subscription component under the Fixed-Fee Subscription Model or the Combined Model), and your payment relationship for such fixed-fee subscription component may be with the Reseller. Accordingly, any invoice issued by a Reseller is issued in the Reseller's own name and does not constitute an invoice by Syrve unless expressly stated in an Offer issued by Syrve. This said, unless Syrve expressly agrees otherwise in writing, Syrve remains the licensor and service provider of the Syrve software components, and these Terms govern your access to and use of the Services.

Resellers may provide first-line implementation, onboarding and/or support services to you under a separate agreement between you and the Reseller. Syrve is not a party to, and has no responsibility for, the Reseller's separate obligations, pricing, discounts, billing cycles, or other commercial terms, except to the extent expressly stated in an Offer issued by Syrve.

Where you contract with a Reseller for any fixed-fee subscription component, you acknowledge that the Reseller has no authority to modify these Terms or bind Syrve except as expressly authorised by Syrve in writing. Any additional terms agreed between you and the Reseller apply only as between you and the Reseller and do not limit your obligations to Syrve under these Terms.

For the avoidance of doubt, **SyrvePay** (whether as a standalone model or as part of the Combined Model) is available only directly through Syrve. A Reseller cannot provide, enable, collect, or invoice SyrvePay fees on Syrve's behalf unless Syrve expressly confirms otherwise in writing.

If you elect SyrvePay while also purchasing a fixed-fee subscription component via a Reseller (i.e., a Combined Model), you may have separate contractual relationships (and separate Offers) with (a) Syrve (for SyrvePay and any Syrve-issued components) and (b) the Reseller (for the Reseller-issued fixed-fee subscription component). Your obligations and payment flows shall be as set out in the applicable Offer(s). For the avoidance of doubt, Schedule E (and, where applicable, Schedule F) applies only to SyrvePay components and does not modify your payment obligations to a Reseller for any fixed-fee subscription components.

4.3. Changes to Offers

Upgrades, add-ons, or scope changes may be documented through a new Offer or an amended Offer, including a revised invoice / quote referencing these Terms.

5. ACCESS. ACCOUNTS. MERCHANT INFORMATION

5.1. Account Security

You are responsible for maintaining the confidentiality of your login credentials, for all activities under your account, and for ensuring all Users comply with this Agreement. You must promptly notify Syrve of any unauthorised access or misuse.

5.2. User Administration. Reasonable Limits

You may create, modify, and revoke Users in accordance with your plan. Syrve may impose reasonable technical limits aligned with your plan and to protect service integrity.

5.3. Merchant Information. Verification

You represent, warrant and undertake that all information you provide to Syrve and/or any Reseller and/or any Third-Party Service Provider or contractor involved by Syrve for the provision of the

Services and the Software (including for onboarding, verification, and compliance checks) is accurate, complete and truthful, and that you will update any such information promptly upon any change to ensure that it is at all times complete, accurate, up to date and not misleading.

You must inform Syrve without delay of any changes to your legal name / business name, legal / corporate status, corporate structure, ownership (as applicable), business activities, and the type and scope of the services / products offered, or any other relevant changes. Syrve (and/or its Third-Party Service Providers, including PSPs) may request additional information or supporting documentation during or after onboarding, including periodic reviews, and you must provide it promptly upon request.

Syrve may suspend the Services with immediate effect and/or terminate this Agreement with immediate effect (in each case without liability) if you fail to keep this information up to date, if you fail to provide requested information promptly upon request, or if you provide false, misleading or incomplete information.

6. GRANT OF LICENCE

6.1. Licence Grant

Subject to payment of Fees and continuous compliance with this Agreement, Syrve grants the Merchant a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence during the Term to access and use the Software and Services solely for the Merchant's internal business operations, in accordance with this Agreement and the Documentation.

6.2. Installation Components

Where any component is installed on your devices (e.g., local POS client, printer module), you may install and use it only on authorised devices / terminals and only as necessary to use the Services within the paid scope.

6.3. Scope

The licence is limited to the modules, features, number of users, devices, locations and term specified in the applicable Offer. Any use beyond the paid scope constitutes a material breach.

6.4. No Sale. Reservation of Rights

The Software is licensed, not sold. All rights not expressly granted are reserved by Syrve.

7. OWNERSHIP. DATA. PRODUCT IMPROVEMENTS

7.1. Syrve Intellectual Property

All Intellectual Property Rights in Syrve Technology, including updates, enhancements, and derivatives, vest exclusively in Syrve (or its licensors). Nothing in this Agreement transfers ownership of Syrve Technology to you.

7.2. Merchant Data and Customer Data

The Merchant retains ownership of Merchant Data and grants Syrve a worldwide, royalty-free, non-exclusive licence to Process Merchant Data solely to provide, maintain, secure and improve the Services.

7.3. Licence to Process Data

You grant Syrve and its sub-processors a worldwide, non-exclusive, royalty-free licence to host, Process, transmit, display, copy, and otherwise use Merchant Data and Customer Data solely to:

- (a) provide, operate, maintain, support, and secure the Services;
- (b) perform Support and resolve incidents;

- (c) comply with Applicable Laws and lawful requests by competent authorities; and
- (d) create Aggregated Data in accordance with Section 7.4.

7.4. Aggregated and De-Identified Data

Syrve may create anonymised and aggregated data derived from use of the Services ("**Aggregated Data**") that does not identify you or any individual. Syrve may use Aggregated Data for analytics, benchmarking, security, service optimisation, and product improvement. Syrve owns all rights in Aggregated Data.

7.5. Feedback

If you provide suggestions, ideas, enhancement requests, or other feedback ("**Feedback**"), you grant Syrve a perpetual, worldwide, irrevocable, royalty-free right to use, reproduce, modify, commercialise, and incorporate such Feedback without restriction or compensation.

8. INTERNET / NETWORK AND OPERATIONAL REQUIREMENTS

8.1. Merchant Obligations

The Merchant is solely responsible for ensuring continuous compliance with the internet and network requirements set out in Schedule D, including adequate bandwidth, stable connectivity, secure configuration and redundancy where appropriate.

8.2. Connectivity Disclaimer

Syrve shall have no liability for any failure, degradation, or unavailability of the Services caused by your connectivity, network infrastructure, ISP outages, misconfiguration, Wi-Fi limitations, or failures of your or third-party equipment not directly controlled by Syrve.

8.3. Offline Functionality

Where offline functionality is supported, you must operate it in accordance with the Documentation and Schedule D (including regular synchronisation and cash-shift closure requirements). Certain features may be unavailable while offline.

9. ACCEPTABLE USE. SECURITY. RESTRICTIONS

9.1. Compliance

You must use the Services in compliance with Applicable Laws and the Documentation.

9.2. Prohibited Conduct

You must not (and must not permit any third party to):

- (a) reverse engineer, decompile, disassemble, or attempt to derive source code (except to the extent mandatorily permitted by law);
- (b) circumvent, disable or interfere with security measures or access controls;
- (c) resell, rent, lease, sublicense, provide service bureau access, or otherwise make the Services available to third parties (other than Users acting on your behalf);
- (d) use the Services to build or support a competing product or service, or to benchmark, load-test, or penetration-test without Syrve's prior written consent;
- (e) upload or transmit malware or unlawful content, or use the Services for fraudulent practices;
- (f) overload, disrupt, or attempt unauthorised access;
- (g) remove or obscure proprietary notices; or
- (h) use the Services in high-risk environments where failure may cause death /personal injury.

9.3. Use of Syrve Marks

Unless expressly authorised by Syrve in writing, you shall:

- (a) not register, adopt, or use any name, trademark, domain name, social media handle, or other designation that includes any part of, or is confusingly similar to, any Syrve trademark, logo or other Syrve mark (including any translation or transliteration);
- (b) use Syrve's trademarks / logos only in the form Syrve provides, only for the purposes expressly identified by Syrve, and only in accordance with this Agreement (including as may be necessary to ensure the enjoyment of the Services and Software as licensed);
- (c) not alter, animate, distort, obscure, or combine any Syrve trademark / logo with any other symbols, words, images or design elements; and
- (d) promptly correct any improper use of Syrve's trademarks/logos on notice from Syrve or its Resellers.

9.4. Merchant Responsibility

You are responsible for all activity conducted under your accounts and for ensuring Users comply.

9.5. Investigation. Suspension for Misuse

Syrve may investigate suspected misuse. If Syrve reasonably believes you have violated this Section 9 or created a security /legal risk, Syrve may suspend access (in whole or part) until the issue is remedied, and/or terminate in accordance with Section 13.

10. HARDWARE REQUIREMENTS

10.1. Supported Hardware

You must use Hardware compliant with the minimum specifications and compatibility requirements set out in Schedule D and/or the Documentation.

10.2. Unsupported or Improperly Configured Hardware

Syrve does not warrant and is not responsible for performance issues arising from unsupported, insufficient, or improperly configured Hardware (including power supply and UPS requirements).

10.3. Offline Operation

Where offline functionality is supported, the Merchant must ensure regular synchronisation and proper cash-shift closure in accordance with the Documentation.

10.4. Peripheral Compatibility

Printers, scanners, terminals, cash drawers, and other peripherals must be compatible as set out in Schedule D/Documentation. Syrve does not warrant third-party hardware performance.

10.5. Hardware Provided through Third Parties

Syrve may provide, through and/or on behalf of its Third-Party Service Providers and other contractors, hardware to be used by the Merchant to operate (install, access and use) the Services and the Software. Unless Syrve expressly agrees otherwise in writing, such hardware is not provided by Syrve (even where your first point of contact is Syrve), but by third parties operating with Syrve.

Where Syrve negotiates and, where applicable, concludes the sale or supply of such hardware, Syrve does so on behalf of and in the name of the relevant third-party supplier / contractor. Accordingly, any commercial transaction concluded with you in respect of such hardware will be binding between you and the respective third-party supplier / contractor, who will acquire the rights, duties and obligations arising out of or in connection with that transaction.

Hence, any matters relating to the ordering, delivery, and where applicable installation and set up at your premises, as well as risk of loss, theft or damage, warranty obligations, replacement, technical support in relation to the hardware, and payment therefor (among other things), will be between you and the respective third-party supplier / contractor, and Syrve shall have no liability in relation thereto (except to the extent Syrve is expressly liable under an Offer issued by Syrve).

11. SUPPORT; MAINTENANCE; CHANGES

11.1. Support

Technical support is provided in accordance with the Support Policy (Schedule C). Response targets are targets only and not guarantees.

11.2. Maintenance; Updates

Syrve may deploy updates, patches, and changes to the Services (including for security, compliance, and performance). Syrve may perform planned maintenance and will use commercially reasonable efforts to provide advance notice where practicable and to minimise disruption, subject to Schedule A.

11.3. No Reliance on Future Features

You acknowledge that you are purchasing the Services based on current functionality, and not in reliance on any future features or product roadmap unless expressly committed in a signed Offer.

12. FEES. INVOICING. TAXES

12.1. Fees (General)

The Software and Services are licensed and provided under this Agreement in consideration for the payment of the applicable Fees. The applicable Fees, payment model(s), scope (including any location(s), terminal(s), user limits, SyrvePay Location(s) and/or Connected Account(s)), and the term / commitment applicable to you are set out in the applicable Offer and, where relevant, in Schedule E (SyrvePay) and/or Schedule F (Combined Model).

Except as expressly stated in this Agreement (including any Service Credits expressly granted under Schedule A), Fees are non-refundable and non-cancellable.

12.2. Payment Models

The Merchant may obtain the Services under any of the following payment models, as agreed between the Merchant and Syrve (and, where applicable, a Reseller) and set out in the applicable Offer(s):

- (a) **Fixed-Fee Subscription Model.** A fixed recurring subscription fee (monthly / annual or otherwise as stated in the Offer), invoiced in advance (unless otherwise stated) and payable in accordance with clause 12.4 ("Payment Terms (Fixed-Fee Subscription Model)") below.
- (b) **SyrvePay Model.** A payment model under which the Merchant's licence fees for the Services are satisfied through a transaction-based fee deducted and collected by a Payment Service Provider from card transaction proceeds and remitted to Syrve, as further described in Schedule E. Where SyrvePay applies, the Merchant may also be subject to Minimum Transaction Thresholds, Shortfall Fees and/or an Inactivity Fee, all as set out in Schedule E and the applicable Offer. SyrvePay Fees are collected via the PSP settlement / charging mechanics under the PSP Agreement and Schedule E (and may be reflected in the PSP Dashboard and/or, where applicable, Syrve invoices / credit notes).
- (c) **Combined Model.** A combined model consisting of (i) a fixed-fee subscription component and (ii) a SyrvePay component, allocated between locations / accounts / modules as set out in the

Offer and, where applicable, Schedule F. For the avoidance of doubt, the fixed-fee component is invoiced and paid under clause 12.4 ("Payment Terms (Fixed-Fee Subscription Model)"), and the SyrvePay component is charged / collected under Schedule E (and, where applicable, Schedule F).

For the avoidance of doubt, SyrvePay (whether as a standalone model or as part of the Combined Model) is available only **directly through Syrve** and not through a Reseller, unless Syrve expressly confirms otherwise in writing.

12.3. Standard pricing and communication.

For the **Fixed-Fee Subscription Model**, Syrve's standard pricing is made available on Syrve's dedicated pricing webpage (as updated from time to time). Unless otherwise agreed between the Merchant and Syrve and/or, where applicable, a Reseller (as reflected in the Offer), the applicable fixed-fee subscription Fees will be communicated to the Merchant in advance and reflected in the relevant invoice / Offer.

For the **SyrvePay Model**, Syrve's standard SyrvePay rates (including parameters and/or standard Minimum Transaction Threshold methodology) are also made available on Syrve's dedicated pricing webpage and may depend on the Minimum Transaction Threshold and other parameters described in Schedule E and/or the Offer. Unless otherwise agreed in writing (as reflected in the Offer), the SyrvePay rates applicable to the Merchant will be communicated at onboarding / upon acceptance of the Offer and may be reflected in Syrve's invoices and/or in the relevant PSP records (including the Merchant's PSP Dashboard).

Where the Merchant is on a **Combined Model**, the applicable Fees / rates and allocation between (a) the fixed-fee subscription component and (b) the SyrvePay component are determined on a case-by-case basis and must be set out in the Offer (and, where applicable, Schedule F).

12.4. Payment Terms (Fixed-Fee Subscription Model)

Scope. This clause applies only to: (a) the Fixed-Fee Subscription Model; and (b) the fixed-fee subscription component ("**fixed part**") of any Combined Model. For the avoidance of doubt, SyrvePay has separate billing / collection mechanics as described in Schedule E (and, where applicable, Schedule F) and as mutually agreed with the Merchant in the applicable Offer and/or onboarding confirmation.

Unless otherwise stated in the applicable Offer and/or the relevant invoice (including where issued by an authorised Reseller for the fixed-fee subscription component), invoices relating to the Fixed-Fee Subscription Model (and the fixed-fee subscription component of any Combined Model) are payable within 5 (five) days from the invoice date. Syrve (and/or, where applicable, an authorised Reseller) may require prepayment for certain plans / modules.

Condition precedent (fixed-fee). For any fixed-fee subscription component (including the fixed-fee part of any Combined Model), payment of the relevant invoice (as stated in the applicable Offer) is a condition precedent to licence grant and continued access for that fixed-fee component.

12.5. Taxes

Fees are exclusive of VAT and any other applicable taxes, duties, levies or similar governmental charges. The Merchant shall pay all applicable taxes in addition to the Fees, and shall provide valid tax information where required (e.g., VAT number) and/or supporting documentation reasonably requested.

12.6. Late Payment; Suspension

If any Fees or other amounts due under this Agreement are not paid when due, Syrve may (without prejudice to any other rights or remedies):

- (a) charge statutory interest and recovery costs under Applicable Laws (including, where applicable, the Late Payment of Commercial Debts (Interest) Act 1998, as amended) and/or such other contractual interest as may be agreed in the applicable Offer; and/or
- (b) suspend access to the Services (in whole or in part) until all overdue amounts are paid in full.

Syrve may also suspend access where required by law, where the Merchant's use creates a security, compliance or legal exposure, or where suspension is otherwise permitted under this Agreement (including Schedule E in the SyrvePay context).

12.7. PSP Relationship. No Payment Services by Syrve

Syrve does not provide acquiring, settlement, e-money or other regulated payment services. SyrvePay is provided through the involvement of a PSP designated by Syrve and selected by the Merchant, under a separate PSP Agreement between the Merchant and the PSP. All matters relating to the provision of payment services (including onboarding / verification, processing, settlement timing, chargebacks, refunds and disputes under the payment services relationship) are governed by the PSP Agreement and the PSP's processes. Syrve is not a party to the PSP Agreement and is not responsible for the PSP's performance, availability or acts / omissions, except to the extent expressly stated in this Agreement.

13. TERM. SIX-MONTH COMMITMENT. SUSPENSION. TERMINATION

13.1. Term and Minimum Commitment

This Agreement commences upon acceptance (subject to clause 1.2) and continues for an initial **minimum commitment period of 6 (six) months** from the start date the Services are first provisioned / activated for the Merchant under the first Offer.

13.2. Six-month commitment (all models, including SyrvePay).

The Merchant expressly commits to acquire and maintain the Services for the entire 6 (six) month commitment period (and each subsequent renewed six-month period) **regardless of the payment model elected**, including under the SyrvePay Model and/or Combined Model.

13.3. Automatic Renewal

Upon expiry of each six-month period, this Agreement automatically renews for successive six-month terms, each constituting a new minimum commitment, unless either Party gives written notice of non-renewal at least **1 (one) month** before the end of the then-current term.

13.4. Early Termination by Merchant (Convenience)

The Merchant may terminate this Agreement for convenience by giving Syrve at least **1 (one) month prior written notice**. If the effective termination date falls before the end of the then-current six-month commitment term (including any renewed term), the Merchant remains liable for:

- (a) all Fees accrued up to the effective termination date;
- (b) for any fixed-fee subscription component, the Fees that would have been payable for the remainder of the then-current term; and
- (c) for any SyrvePay component, the SyrvePay early termination charge set out below, unless Syrve expressly agrees otherwise in writing.

13.5. SyrvePay Early Termination Charge (per Location / Connected Account)

Where the Merchant has elected **SyrvePay** for any SyrvePay Location(s) / Connected Account(s), and the Merchant terminates for convenience before the end of the then-current six-month term, the Merchant shall (in addition to any accrued Syrve Transaction Fees) pay an early termination charge for each affected SyrvePay Location / Connected Account equal to:

Base Amount × Remaining Periods, where:

- (a) **"Base Amount"** is the highest of: (i) the applicable Shortfall Fee, (ii) the applicable Inactivity Fee, or (iii) the **Average Monthly Syrve Transaction Fees**;
- (b) **"Average Monthly Syrve Transaction Fees"** means the total Syrve Transaction Fees (excluding PSP Fees) actually charged in respect of that SyrvePay Location / Connected Account during the preceding 6 (six) completed Measurement Periods (or, if fewer, the completed Measurement Periods actually elapsed), divided by the number of such Measurement Periods; and
- (c) **"Remaining Periods"** means the number of full or partial Measurement Periods from (and including) the Measurement Period in which the effective termination date falls until the end of the then-current six-month commitment term, counting any partial Measurement Period as a full period.

For the avoidance of doubt, this clause applies regardless of whether the Merchant has processed Transactions for the full applicable Minimum Transaction Threshold and regardless of the total processing volume (including not processing via Syrve's designated PSP at all), unless Syrve expressly agrees otherwise in writing.

The Merchant hereby expressly acknowledges, that the minimum six-months commitment, and accordingly – the Merchant's obligation to pay the amounts specified in this clause, are necessary to protect Syrve's rights, title and interest in and to the Software and Services, and the value of any investment and other costs and expenses incurred by Syrve for making the Software and Services accessible to, and operational for, the Merchant. Without limiting the generality of the foregoing, the above covenant is necessary to ensure the recovery of the set-up and PSP integration, as well as onboarding costs incurred by Syrve.

13.6. Termination for Cause

Either party may terminate this Agreement immediately by written notice if the other party:

- (a) materially breaches and fails to cure within **30 (thirty) days** of notice (or **10 (ten) days** for non-payment); or
- (b) becomes insolvent, enters liquidation /administration, or ceases business.

13.7. Suspension / Termination by Syrve (Non-Payment. Risk. Legal)

Syrve may suspend or terminate access immediately (in whole or part) if:

- (a) Fees are overdue;
- (b) your use creates a security risk, disrupts the Services, or creates legal exposure;
- (c) you violate Section 9; or
- (d) Syrve is required to do so by Applicable Laws or competent authority.

13.8. Termination by Syrve (Convenience; Immediate Grounds)

Syrve may terminate this Agreement for convenience by giving you at least 1 (one) month prior written notice. This does not affect your obligation to pay any Fees accrued up to the effective termination date; if you have prepaid Fixed-Fee Subscription Fees for a period after the effective termination date (and the termination is not due to your breach), Syrve will refund or credit the unused portion on a pro rata basis.

Syrve may terminate this Agreement in writing, with immediate effect, without prior notice, and without any resultant liability to the Merchant, if Syrve reasonably believes that the Merchant:

- (a) is suspected of being involved in illegal activities, money laundering, financing of terrorism, sanctions breaches, or fraud;

- (b) is likely to be subject to insolvency proceedings or to be declared bankrupt, has been granted a moratorium on the payment of its debts, has discontinued its business activities or has been liquidated;
- (c) is providing products or services that Syrve reasonably suspects to be in breach of the legislation in the country where they are offered to or from; or
- (d) has not complied with its obligations under this Agreement or Applicable Laws after having been sent a written notice of default (where cure is reasonably possible).

13.9. Effect of Termination

Upon termination:

- (a) all licences cease immediately;
- (b) you must stop using the Services;
- (c) all outstanding Fees become immediately due (including any amounts payable for the remainder of a then-current minimum commitment term and/or any early termination charges, where applicable);
- (d) subject to payment of outstanding Fees and unless prohibited by law or a security risk, Syrve will make Merchant Data and Customer Data available for export for 30 (thirty) days, after which Syrve may delete it in accordance with Schedule B and retention practices. Data will be made available for export in standard formats (e.g., .csv or .json, as may be applicable).

14. REPRESENTATIONS. WARRANTIES. DISCLAIMERS

14.1. Mutual Authority

Each Party represents it is duly organised and authorised to enter into this Agreement.

14.2. Merchant Representations

You represent and warrant that:

- (a) you will use the Services only for lawful business purposes;
- (b) you own or have all necessary rights to Merchant Data and Customer Data and can grant the licences in clause 7.3;
- (c) you will comply with Applicable Laws relevant to your operations (including tax, employment, and consumer requirements); and
- (d) you will implement appropriate policies and technical/organisational measures to safeguard data and access credentials.

14.3. Limited Warranty

Syrve warrants that during the Term the Services will materially conform to the Documentation under normal use. Your exclusive remedy for breach of this warranty is for Syrve to use commercially reasonable efforts to correct the non-conformity.

14.4. Warranty Exclusions

Syrve does not warrant that:

- (a) the Services will be uninterrupted, error-free, or completely secure;
- (b) the Services will meet all business requirements; or
- (c) defects caused by Third-Party Services, your environment, connectivity, Hardware, or unauthorised use will be corrected.

14.5. Disclaimer

Except as expressly stated, the Services are provided "AS IS" and "AS AVAILABLE", and Syrve disclaims all implied warranties (including merchantability, fitness for a particular purpose, and non-infringement) to the maximum extent permitted by law.

14.6. Beta / Preview Features

Beta or preview features are provided "AS IS", may change or be withdrawn, and are excluded from SLA commitments unless Syrve states otherwise in writing.

15. CONFIDENTIALITY

15.1. Confidential Information

Confidential Information means:

- (a) the terms of this Agreement (but not its existence), and
- (b) all non-public, confidential, or proprietary information disclosed by one Party to the other, whether orally, in writing, or electronically, including pricing, product roadmaps, security information, and Merchant Data /Customer Data.

15.2. Obligations

The receiving Party must:

- (a) use Confidential Information only to exercise rights and perform obligations under this Agreement;
- (b) restrict disclosure to personnel, Affiliates, and subcontractors who need to know and are bound by confidentiality obligations no less protective than those herein; and
- (c) protect it using at least reasonable care.

15.3. Exclusions

Confidential Information does not include information that is publicly known without breach, independently developed without use of Confidential Information, or lawfully received from a third party without confidentiality obligation.

15.4. Compelled Disclosure

Disclosure may be made if required by law or competent authority, provided the receiving Party (where legally permitted) gives prompt notice and cooperates with protective measures.

16. DATA PROTECTION. SECURITY

16.1. Roles

For Personal Data processed in connection with the Services, you are Controller and Syrve is Processor, as set out in Schedule B.

16.2. Incorporation of DPA

The Data Processing Addendum in Schedule B forms part of this Agreement and sets out the Parties' data protection obligations, including Processing details required by Article 28(3) GDPR.

16.3. Security Measures

Each Party shall implement appropriate technical and organisational measures to protect Personal Data. Syrve's baseline measures are described in Schedule B.

17. INDEMNITIES

17.1. Syrve IP Indemnity

Syrve shall defend you against any third-party claim alleging that the Services (excluding Third-Party Services and excluding any Merchant configuration or data) infringe a third party's Intellectual Property Rights, and shall indemnify you for finally awarded damages and reasonable costs, provided that you:

- (a) promptly notify Syrve in writing of the claim;
- (b) give Syrve sole control of the defence and settlement (Syrve will not settle in a manner that admits liability on your behalf or imposes obligations on you without your written consent, not to be unreasonably withheld); and
- (c) provide reasonable cooperation at Syrve's expense.

If a claim is likely, Syrve may, at its option:

- (a) procure the right for you to continue using the Services;
- (b) modify or replace the Services to be non-infringing; or
- (c) terminate the affected Services and refund any prepaid Fees for the terminated portion on a pro-rata basis for the unused period. This Section 17.1 states Syrve's entire liability and your exclusive remedy for IP infringement claims regarding Syrve Technology.

17.2. Exclusions

Syrve has no obligation under Section 17.1 to the extent a claim arises from:

- (a) Merchant Data /Customer Data;
- (b) combinations with Third-Party Services or non-Syrve products;
- (c) your breach of this Agreement or use outside Documentation /scope; or
- (d) modifications not made by Syrve.

17.3. Merchant Indemnity

You shall defend Syrve against any third-party claim arising out of or relating to:

- (a) Merchant Data /Customer Data (including allegations that such data infringes rights or violates law);
- (b) your goods /services, menus, pricing, fulfilment, refunds, and customer communications;
- (c) your breach of this Agreement or Applicable Laws; or
- (d) your use of Third-Party Services,

and shall indemnify Syrve for finally awarded damages and reasonable costs, provided Syrve complies with notice /cooperation obligations materially similar to Section 17.1(a)-(c).

18. LIMITATION OF LIABILITY

18.1. Excluded Losses

To the maximum extent permitted by law, neither Party is liable for loss of profits, revenue, business, goodwill, anticipated savings, or for any indirect, consequential, or special losses.

18.2. Liability Cap

Subject to Sections 18.3 and 18.4, Syrve's total aggregate liability arising out of or in connection with this Agreement (whether in contract, tort, negligence, or otherwise) shall not exceed the total Fees actually paid to (or properly due to) by you to Syrve for the Services in the **6 (six) months** preceding the event giving rise to the claim (or, where the Merchant has been receiving the Services for less than 6 months, the Fees actually paid to (or properly due to) by you to Syrve for the Services in that shorter period). For the avoidance of doubt, the Fees under this clause expressly exclude PSP Fees.

Further, the Merchant hereby expressly acknowledges and agrees that the Merchant is solely responsible (and liable) for the daily verification of the correct fiscal closure and transmission of data, while Syrve acts only as a technical provider.

18.3. Non-Excludable Liability

Nothing in this Agreement limits liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any liability that cannot be excluded under Applicable Laws.

18.4. SLA Remedy

Without prejudice to Schedule A, where a claim relates to availability failures, the Parties agree that Service Credits are intended to address such failures and are your sole and exclusive remedy for SLA availability failures, subject to Schedule A.

18.5. Limitation Period for Claims

Any claim against Syrve arising out of or in connection with the Agreement shall lapse **3 (three) months** after you became aware (or ought reasonably to have become aware) of the event giving rise to the claim, unless Syrve expressly acknowledges the claim in writing.

19. FORCE MAJEURE

19.1. Neither Party shall be liable for failure or delay caused by events beyond its reasonable control (including natural disasters, war, terrorism, civil unrest, strikes, epidemics / pandemics, utility / internet failures, governmental actions, or failures of hosting providers not caused by the affected Party). The affected Party shall promptly notify the other Party (where reasonably practicable), use reasonable efforts to mitigate, and resume performance as soon as feasible.

Force majeure does not excuse payment obligations for Fees accrued prior to the event and does not excuse Fees that continue to accrue for Services that remain available. If a force majeure event continues for more than 60 (sixty) days, either Party may terminate this Agreement by written notice.

20. NOTICES

20.1. Form

Notices must be in writing and delivered by personal delivery, courier, or email (operational notices), provided legal notices must also be sent by courier unless Syrve confirms otherwise in writing.

20.2. Deemed Receipt

Notices are deemed received on delivery (courier /personal) or on email transmission if no bounce-back /undeliverable message is received.

20.3. Addresses

Notices to Syrve must be sent to:

SYRVE LIMITED

Innovation Centre, Gallows Hill, Warwick, UK, CV34 6UW

Email: info@syrve.com.

Notices to you will be sent to the registered email /account admin email set in your account or specified in the Offer.

21. GOVERNING LAW AND JURISDICTION

21.1. This Agreement and any dispute arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction, except that Syrve may seek injunctive or equitable relief in any jurisdiction to protect its Intellectual Property Rights or Confidential Information.

22. GENERAL PROVISIONS

22.1. Entire Agreement

This Agreement (including Schedules and Offers) constitutes the entire agreement between the Parties regarding the Services and supersedes all prior understandings.

22.2. Assignment

You may not assign, transfer, or novate this Agreement without Syrve's prior written consent. Syrve may assign to an Affiliate or successor.

22.3. Subcontractors

Syrve may use subcontractors (including hosting providers) to perform the Services, remaining responsible for their performance subject to this Agreement and Schedule B.

22.4. Severability

If a provision is invalid or unenforceable, the remainder remains in effect.

22.5. Changes to Terms

Syrve may update these Terms from time to time by giving the Merchant at least **1 (one) month prior notice** (including by email and/or via SyrveApp). Unless Syrve states otherwise in the notice:

- (a) changes will take effect at the start of the next renewal term and will apply to any renewed term and/or any new Offer accepted after the effective date; and
- (b) changes required to comply with Applicable Laws or to address security, fraud prevention, or operational integrity (among other reasons) may take effect sooner where reasonably necessary.

If the Merchant does not agree to the changes, the Merchant may give notice of non-renewal in accordance with clause 13.3 ("Automatic Renewal") so that the Agreement terminates at the end of the then-current six-month term. Any Fees accrued up to termination remain payable.

22.6. Third Party Rights

No third party shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce this Agreement.

22.7. Electronic Acceptance and Execution

Each Party agrees that this Agreement, and any ancillary agreements (notably without limitation the Offer(s)), amendments or related services, may be entered into and agreed electronically. The Parties further agree that the electronic acceptance of this Agreement, including through click-through or other electronic consent mechanisms, constitutes a valid signature, will be legally binding and deemed effective and enforceable, and has the same legal effect as a handwritten signature. Each Party agrees not to contest the validity or enforceability of this Agreement executed electronically under any Applicable Laws relating to whether certain agreements must be in writing or physically signed.

22.8. Survival

Termination or expiry of this Agreement (for any reason) shall not affect: (a) any rights, remedies, obligations or liabilities of either Party that have accrued up to and including the effective date of termination / expiry; or (b) any obligations which, by their nature and context, are intended to survive termination / expiry.

Without limitation, the following shall survive termination or expiry:

- (a) any obligation to pay Fees and any other amounts accrued or payable (including any Fees payable for the remainder of any then-current minimum commitment term, and any Shortfall Fee, Inactivity Fee and/or early termination charges, where applicable);
- (b) the provisions governing Intellectual Property Rights and ownership of data;
- (c) confidentiality obligations;
- (d) data protection obligations (to the extent applicable after termination, including in respect of retention, deletion and return / export of data);
- (e) disclaimers, exclusions and limitations of liability, indemnities, and any contractual limitation periods; and
- (f) governing law and jurisdiction, and those general provisions necessary for the interpretation and enforcement of this Agreement.

SCHEDULE A – SERVICE LEVEL AGREEMENT (SLA)

A1. Interpretation and Definitions

Capitalised terms not defined in this Schedule have the meanings given in the body of the Terms.

For the purposes of this Schedule:

- (a) **“Core Services”** means the hosted production Services expressly designated as in-scope for SLA measurement in the Documentation and/or applicable Offer, excluding any Third-Party Services and any features designated as beta, trial or non-production.
- (b) **“Downtime”** means the total minutes in a calendar month during which the Core Services are unavailable for use by the Merchant due to a failure of Syrve’s systems, as measured by Syrve’s monitoring tools, excluding any Excluded Downtime under A5.
- (c) **“Monthly Uptime Percentage”** means:
- $$\frac{\text{Total minutes in month} - \text{Downtime}}{\text{Total minutes in month}} \times 100$$
- (d) **“Service Credits”** means the credit remedy calculated under A3 and applied under A4, subject to A5–A7. Service Credits are not cash-refundable.
- (e) **“Total minutes in month”** means the actual number of minutes in the relevant calendar month (taking into account the number of days in that month).

A2. Availability Commitment

Syrve will use commercially reasonable efforts to achieve a Monthly Uptime Percentage of **99.8%** for the Core Services (excluding any Excluded Downtime under A5).

The Availability Commitment is measured per calendar month, unless the applicable Offer states another measurement methodology.

A3. Service Credits

If Syrve fails to meet the Availability Commitment in a calendar month, provided the Merchant has complied with this Agreement, the Merchant may be eligible for Service Credits in accordance with A4, calculated as follows (by reference to the Monthly Uptime Percentage for that month):

A3A. Fixed-Fee Subscription Model

If the Merchant is billed under the Fixed-Fee Subscription Model for the affected Services, the Service Credit is:

- **< 99.8% and ≥ 99.0%:** credit equal to **3 days** of the relevant fixed subscription fee
- **< 99.0% and ≥ 97.0%:** credit equal to **7 days** of the relevant fixed subscription fee
- **< 97.0%:** credit equal to **15 days** of the relevant fixed subscription fee

Application:

- (a) where the Merchant prepays a service term, credits are applied as an extension of the paid term or as a credit note against the next invoice (at Syrve’s sole discretion); and
- (b) where the Merchant pays monthly, credits are applied as a credit note against the next invoice (or, if the Agreement ends before application, the credit is forfeited, except where mandatory law requires otherwise).

A3B. SyrvePay Model

If the Merchant uses SyrvePay for the affected SyrvePay Location(s) / Connected Account(s), the Service Credit is calculated as the monetary equivalent of **3 / 7 / 15 days** (as per the bands in A3A) of Syrve Transaction Fees for the affected month, and is applied as a reduction / offset against Syrve Transaction Fees payable for the next Measurement Period (or by direct credit note / invoice adjustment if Syrve invoices directly), subject always to PSP operational feasibility.

For the avoidance of doubt, Service Credits under the SyrvePay model relate only to **Syrve Transaction Fees** and do not include or apply to **PSP Fees** (as defined in Schedule E (E1A)).

A3C. Combined Model

Where the Merchant is on a Combined Model and both components are impacted, Service Credits are allocated pro rata between (a) the fixed-fee component and (b) the SyrvePay component by reference to their relative value for the affected period, unless the Offer and/or Schedule F specifies a different allocation methodology.

In any case, the Merchant shall not be entitled to duplicative Service Credits (i.e. for (a) the fixed-fee component and (b) the SyrvePay component) for the same Downtime.

A4. Credit Request Procedure

To be eligible for Service Credits, the Merchant must notify Syrve within **30 (thirty) days** from the time the entitlement arises, by submitting a written claim (via Syrve's designated interruption compensation form at the dedicated webpage or by email to support / legal as specified by Syrve), stating:

- (a) the Merchant's identification data,
- (b) dates and times of the claimed outage, the affected location(s) / module(s), description of impact and reasonable supporting details and evidence.

If the Merchant fails to submit the request within the mentioned timeframe, the Merchant forfeits their right to the relevant Service Credits.

Service Credits are available only if: (a) the Merchant is not in material breach of the Agreement; and (b) all undisputed Fees are paid when due.

A5. Exclusions

Service Credits are not available for, and Downtime excludes, unavailability caused by:

- (a) scheduled or emergency maintenance performed in accordance with A6;
- (b) beta / preview features;
- (c) Third-Party Services and Hardware, including PSP outages or PSP onboarding / settlement issues;
- (d) Merchant Hardware, connectivity, ISP failures, misconfiguration, unsupported environments, or actions / omissions of the Merchant or its personnel, including without limitation Merchant breach, non-payment, or suspension under this Agreement; or
- (e) Force Majeure events.

A6. Maintenance

Syrve may perform scheduled maintenance that may affect availability. Syrve will use commercially reasonable efforts to provide notice via SyrveApp, email and/or status messaging where practicable.

Emergency maintenance may be performed without advance notice where required to protect security, integrity or stability.

A7. Sole and Exclusive Remedy

Service Credits under this Schedule are the Merchant's **sole and exclusive remedy** for failure to meet the Availability Commitment, without prejudice to any non-excludable rights under mandatory law.

SCHEDULE B – DATA PROCESSING ADDENDUM (DPA)

B1. Scope and Roles

This Schedule applies where Syrve Processes Personal Data on behalf of the Merchant in providing the Services.

The Merchant is the Controller (or equivalent) of Personal Data processed through the Services, and Syrve is the Processor (or equivalent), unless the parties' actual roles differ under Applicable Data Protection Laws.

B2. Processing Details

Subject matter: provision of the Services, including hosting, support, maintenance, security, analytics (including Aggregated Data) and incident resolution.

Duration: for the entire term of this Agreement as determined under Section 13, plus any retention period required by Applicable Laws or as otherwise permitted by the Agreement – notably, the export / deletion window set out in this Agreement.

Categories of Data Subjects: Merchant's staff / users; Merchant's customers / guests (to the extent data is entered); suppliers, contacts and other individuals whose data is processed through the Services, as configured by the Merchant (if any).

Categories of Personal Data (illustrative, depending on configuration and Merchant input):

- (a) Staff / User data: name, email, phone, role / permissions, work schedule, identifiers entered by Merchant, and operational logs;
- (b) Customer / guest data: name, phone, email, transaction / order data, address / delivery details, reservation details, order history, preferences / notes as entered by Merchant;
- (c) Technical / usage data: device identifiers, login / access logs, audit logs.

The Merchant determines what Personal Data it uploads / configures and remains responsible for data minimisation and lawful basis.

Special categories: not intended to be processed unless the Merchant knowingly inputs such data and has a lawful basis.

B3. Merchant Controller Obligations

The Merchant determines what Personal Data it uploads / configures and remains responsible for data minimisation, transparency, lawful basis, and responding to data subject requests as Controller.

B4. Syrve Processor Obligations

Syrve shall:

- (d) Process Personal Data only on documented instructions of the Merchant (including via configuration and use of the Services), unless required by law (in which case Syrve will inform the Merchant unless legally prohibited);
- (e) ensure persons authorised to Process Personal Data are bound by confidentiality;
- (f) implement appropriate technical and organisational measures to ensure a level of security appropriate to risk;
- (g) taking into account the nature of Processing, provide reasonable cooperation and assistance to the Merchant for data subject requests and regulatory inquiries, subject to recovery of reasonable costs where permitted;
- (h) notify the Merchant without undue delay after becoming aware of a Personal Data Breach affecting Personal Data and provide available information reasonably required for the Merchant's compliance;
- (i) upon termination / expiry, delete or return Personal Data at the Merchant's choice, subject to Applicable Laws, and subject to any agreed export / retrieval window under clause 13.9; and

- (j) make available information reasonably necessary to demonstrate compliance with this Schedule, in accordance with B8.

B5. Sub-processors

The Merchant authorises Syrve to appoint Sub-processors, provided Syrve enters into written terms with data protection obligations no less onerous than this Schedule and Syrve remains responsible for their acts / omissions.

Syrve will maintain a list of material Sub-processors and make it available upon request or via an online page.

Syrve will provide reasonable advance notice of material changes to Sub-processors (e.g., via the online list and/or email / notice).

The Merchant may object on reasonable data protection grounds within **14 (fourteen) days** of notice. If the parties cannot resolve the objection within a reasonable period, Syrve may (at its discretion): (a) not appoint the Sub-processor for that Processing, or (b) allow the Merchant to terminate the affected Services without penalty (except for Fees accrued).

B6. International Transfers

Syrve may Process Personal Data in, or transfer it to, jurisdictions outside the UK / EEA only where permissible under Applicable Data Protection Laws and subject to appropriate safeguards (e.g., UK IDTA, EU SCCs and/or relevant addenda).

B7. Security Measures

Syrve will maintain baseline security measures appropriate to the Services, which may include (as applicable): access controls; least privilege; encryption in transit; logging / monitoring; backups; vulnerability management; and incident response procedures. Further details may be provided in Documentation and/or on reasonable request subject to security constraints.

B8. Audits and Compliance Evidence

To the extent required by Applicable Data Protection Laws, Syrve will provide reasonable information to demonstrate compliance and permit audits, subject to:

- (a) at least **30 (thirty) days'** prior written notice;
- (b) audit scope and parameters agreed reasonably;
- (c) audits during business hours and not more than once per calendar year (unless required by a competent authority);
- (d) Syrve's confidentiality obligations to other customers and security requirements;
- (e) audit by an independent third party that is not a competitor of Syrve and is bound by confidentiality; and
- (f) Syrve may satisfy audit obligations by providing recent independent security / compliance reports where available and sufficient.

Audits are at the Merchant's cost unless required by law and otherwise agreed.

SCHEDULE C – SUPPORT POLICY

C1. Support Channels

Support is provided via Syrve's designated ticketing portal and/or email and/or phone as specified in Documentation and/or in the applicable Offer.

C2. Hours

Standard support hours: Business Days, 09:00–17:00 UK time, excluding public holidays in England, unless enhanced support is purchased under the applicable Offer.

C3. Severity Levels and Target Initial Response

Syrve will use commercially reasonable efforts to meet the following target initial response times during Standard Support Hours:

- Severity 1 (Critical): complete outage of Core Services for core POS operations – target initial response: **2 hours**.
- Severity 2 (High): major functionality impaired with workaround – target initial response: **8 Business Hours**.
- Severity 3 (Normal): non-critical issue – target initial response: **2 Business Days**.
- Severity 4 (Low): questions / requests – target initial response: **5 Business Days**.

Tickets received outside Standard Support Hours are deemed received at the start of the next Business Day unless enhanced support is purchased under the applicable Offer.

Syrve may reclassify severity acting reasonably, based on impact and available workarounds.

Notice: initial response is acknowledgement / triage; accordingly, target initial response times are **response targets only** (not resolution targets), provided on a commercially reasonable **best-efforts** basis and **not guaranteed**, and may be affected by workload, incident complexity, dependency on Merchant cooperation, and third-party / PSP dependencies. Syrve does not guarantee resolution within any timeframe.

C4. Exclusions

Support does not cover issues caused by: Merchant Hardware, Third-Party Services, unsupported configurations, non-Syrve customisations, or training beyond standard onboarding unless purchased under the applicable Offer.

C5. Merchant Cooperation

The Merchant shall provide timely information, logs, reproduction steps, and remote access (where needed) subject to confidentiality and data protection obligations.

SCHEDULE D – HARDWARE AND NETWORK REQUIREMENTS

D1. Internet / Local Network Requirements

Syrve Software products require a reliable and robust connection to the internet and/or local network for timely data processing and reporting. It is the Merchant's responsibility to ensure appropriate connectivity prior to installation and to maintain it, including an up-to-date firewall.

Recommended internet speeds (baseline): minimum **6 Mbps download** and **0.75 Mbps upload** to support operation of up to **3** till devices; larger installations require higher speeds appropriate to size and usage. This does not include staff/guest Wi-Fi or other business usage.

LAN infrastructure (cabling, switches, WAN router) is the Merchant's responsibility and should be appropriate to the business size and criticality.

Wi-Fi use (tablets / mobile devices): the Merchant is responsible for setup / configuration / management, ensuring coverage and minimising roaming dropouts. Wi-Fi is not as robust as wired networking; dropouts can occur due to coverage, roaming, device sleep modes, and environmental factors.

Offline mode: the Software is designed to work offline where supported, but certain features / functionality will be unavailable without LAN / WAN connectivity. Devices used offline for long periods must be connected to the internet regularly (at least every **14 (fourteen) days**) to synchronise data. All till devices must perform "Close Cash Shift" operations regularly (at least every **14 (fourteen) days**) to ensure local data can be transmitted to servers.

Connection / line / call charges remain the Merchant's responsibility.

D2. Minimum Hardware Requirements (Baseline)

Hardware must comply with at least these minimums (or updated requirements in Documentation):

POS terminal

- CPU: 2 cores, 4 threads, starting from 2 GHz, cache 2MB+
- RAM: 2GB+ (4GB recommended)
- Storage: 128GB (SSD recommended)
- Network: 100Mbit Ethernet
- Display: touch-screen, 1024×768
- OS: Windows 10 (supported builds) or later / Windows 10 IoT Enterprise (POSReady) or later.

KDS terminal

- CPU: 2 cores, 4 threads, starting from 2 GHz, cache 2MB+
- RAM: 2GB+ (4GB recommended)
- Storage: 128GB (SSD recommended)
- Network: 100Mbit Ethernet
- Display: 1024×768 or better (32" recommended)
- Bump-bar: Bematech KB-1700 or any PS/2 compatible keyboard
- OS: Windows 10 SP1 / Windows Embedded POSReady 10 or higher

Printers

- Only Epson TM-88 compatible printers are supported unless Syrve specifies otherwise in Documentation.

D3. Power Protection (UPS)

Syrve is not responsible for data integrity or Software failures arising where the PC operating the Software, and/or the PC interacting with receipt printing hardware, is not connected through an appropriate UPS device or where power supply is unstable.

SCHEDULE E – SyrvePay ADDENDUM

E1. Scope. Election

This Schedule E applies only where the Merchant has elected **SyrvePay** for one or more SyrvePay Location(s) / Connected Account(s), as reflected in the applicable Offer and/or onboarding records.

Where SyrvePay applies to specific SyrvePay Location(s) / Connected Account(s), this Schedule E prevails over inconsistent fee collection / payment mechanics in the body of these Terms, solely for those SyrvePay Location(s) / Connected Account(s). All other provisions of the Agreement remain fully applicable.

E1A. Key Operational Definitions (SyrvePay Context)

For the purposes of this Schedule E:

- (a) **“Eligible Card Transactions”** means card payment transactions (and, where applicable, other eligible payment transactions) processed via the designated Payment Service Provider and attributed to the relevant SyrvePay Location / Connected Account, as determined by Payment Service Provider’s reporting rules and as specified in the Offer and/or Syrve’s Documentation for SyrvePay.
- (b) **“PSP Dashboard”** means the PSP’s reporting / user interface through which the Merchant may view transaction data, fees, settlements and balances for its Connected Account.
- (c) **“Successful Transaction(s)”** means those Eligible Card Transactions that are successfully processed and confirmed by the PSP as completed / settled in accordance with the PSP’s reporting rules (and, where applicable, excluding reversals / voids as reflected in PSP reporting).
- (d) **“SyrvePay Fees”** means, collectively: (i) **Syrve Transaction Fees** payable to Syrve for the Services under SyrvePay; and (ii) where applicable, **PSP Fees** payable to the relevant Payment Service Provider under the PSP Agreement for payment services necessary to enable SyrvePay; in each case as specified in the Offer and/or reflected in PSP records (including the PSP Dashboard).

Note: For clarity, **PSP Fees** are charged by the Payment Service Provider under the PSP Agreement, whereas Syrve Transaction Fees are payable to Syrve (even where operationally collected via PSP settlement mechanics).

E2. PSP Participation. Separate PSP Agreement. Dependency

SyrvePay requires participation of a designated PSP selected by the Merchant. The Merchant may be required to enter into a separate PSP Agreement and comply with PSP onboarding, verification, monitoring and periodic review requirements.

Note: SyrvePay may be conditional upon: (a) the Merchant successfully concluding and maintaining the PSP Agreement; (b) the Merchant being approved by the PSP; and (c) successful technical enablement of the integrated payment flow for the relevant SyrvePay Location(s) / Connected Account(s).

If SyrvePay cannot be enabled or continued due to PSP refusal, suspension, termination, expiry, compliance failure, or the Merchant’s refusal / failure to complete PSP requirements (whether at onboarding or at any other time), then:

- (a) SyrvePay may be suspended and/or not activated for the relevant SyrvePay Location(s) / Connected Account(s) – without prejudice and at no adverse consequence to Syrve; and
- (b) the Merchant remains responsible for Fees and commitments under this Agreement (including the six-month commitment and any Shortfall Fee / Inactivity Fee and any early termination charges, where applicable), subject always to the Agreement’s limitations of liability and mandatory law.

E2A. Connection. Consent to Charging / Collection

To enable SyrvePay, the Merchant must connect the relevant SyrvePay Location(s) to a Connected Account with the designated PSP in accordance with Syrve's onboarding flow and Documentation. The Merchant must provide all necessary permissions / authorisations required to: (a) link the SyrvePay Location(s) to the Connected Account; and (b) allow the PSP (and, where applicable, Syrve via PSP mechanisms) to charge and collect SyrvePay Fees through PSP settlement / balance mechanics.

E3. SyrvePay Fees. Standard Rates. Consolidated vs Separate Presentation. Authorisation

Unless otherwise stated in the applicable Offer, Syrve's standard SyrvePay pricing / rates (including parameters) made available on Syrve's dedicated pricing webpage are agreed between Syrve and the Merchant for purposes of SyrvePay enablement.

Consolidated (default) presentation. Unless otherwise expressly stated in the Offer, SyrvePay rates may be presented as inclusive of: (a) Syrve Transaction Fees payable to Syrve; and (b) PSP Fees payable to the PSP.

Separate presentation. Where the Offer and/or PSP Agreement provides for separate presentation and/or separate payment flows, Syrve Transaction Fees and PSP Fees may be demonstrated and/or paid separately (including via separate line items and/or separate charging flows), and the Merchant agrees to pay each type of such fees to the relevant payee in accordance with the applicable documentation (Offer / PSP Agreement / PSP Dashboard), as the case may be.

Authorisation. By opting for SyrvePay (as a standalone model or as part of a Combined Model), the Merchant authorises Syrve and, where applicable, the PSP to: (a) charge and collect applicable SyrvePay Fees from Eligible Card Transactions and/or (where operationally supported) from the Merchant's PSP balance / settlement amounts; and (b) remit the Syrve Transaction Fee to Syrve.

PSP pricing variance. Syrve may agree fees with a designated PSP that differ from the PSP's standard public / default rates (if any). Accordingly, PSP Fees applied in the SyrvePay context may be preferential, bespoke, or otherwise different from standard PSP pricing.

E4. Collection Mechanics. Remittance. Statements

Consolidated collection scenario. Where supported by the PSP and reflected in the Offer / PSP Agreement, the PSP will charge the Merchant SyrvePay Fees through PSP settlement mechanics (including, where applicable, by deduction from transaction proceeds and/or from the Merchant's PSP balance / settlement amounts) and will remit the Syrve Transaction Fee to Syrve on the cadence agreed between Syrve and the PSP (typically monthly), as reflected in PSP records and/or the PSP Dashboard.

Separate collection scenario. Where separate presentation / payment applies: (a) the PSP will charge and collect PSP Fees under the PSP Agreement and (b) Syrve may invoice and/or collect Syrve Transaction Fees (or any other Fees payable to Syrve under SyrvePay) in accordance with the Offer and these Terms, including by invoice where applicable – including via the Payment Service Provider.

To enable SyrvePay, the Merchant shall link the Connected Account to Syrve via the PSP's authorisation / connect mechanism (or similar mechanism) and authorises (and shall, where required, separately authorise through such mechanism) Syrve and/or the PSP, to the extent supported by the PSP's systems and subject to the PSP Agreement, to access transaction / settlement data necessary to calculate and verify Syrve Transaction Fees and Minimum Transaction Threshold performance, and to deduct / collect amounts due to Syrve and remit them to Syrve.

The Merchant acknowledges that, in the SyrvePay context, the PSP's records and reporting (including the PSP Dashboard) are the primary source for Eligible Card Transactions, applicable fees and settlements, and Syrve

may rely on such records to calculate and reconcile Syrve Transaction Fees, Minimum Transaction Threshold attainment, and any Shortfall Fee / Inactivity Fee.

E4A. Reporting. Reconciliation. Discrepancies

Syrve may (but is not obliged to) provide the Merchant with additional summaries / reports derived from PSP data for convenience. Unless mandatory law provides otherwise, if the Merchant reasonably believes there is a material discrepancy in any report / statement relevant to SyrvePay Fees, the Merchant must notify Syrve in writing within **30 (thirty) days** after the relevant data first becomes available in the PSP Dashboard, providing reasonable details and supporting information. Syrve may request additional information and the Merchant shall cooperate in good faith. The Parties acknowledge that final transaction attribution and reporting are determined by PSP reporting rules.

E5. Eligibility. Minimum Transaction Threshold

SyrvePay is available only where the Merchant commits to maintain the Minimum Transaction Threshold, as specified herein or Syrve's dedicated pricing webpage, unless otherwise specified in the applicable Offer.

Standard threshold. Syrve's standard Minimum Transaction Threshold shall be **GBP 25,000.00** (in words: twenty-five thousand Pound sterling) in aggregate minimum processing volume of Eligible Card Transactions that the Merchant commits to maintain for each SyrvePay Location / Connected Account during a Measurement Period, unless a different threshold is specified on Syrve's dedicated pricing webpage or in the relevant Offer made available to the Merchant (and/or the onboarding confirmation) applicable to SyrvePay.

How the threshold may be set in the Offer. The Minimum Transaction Threshold may be expressed (as set out in the Offer) as:

- (a) a minimum percentage of the Merchant's Total Revenue at the relevant SyrvePay Location to be processed as Eligible Card Transactions through the designated PSP during the Measurement Period; and/or
- (b) a minimum processing amount for Eligible Card Transactions per Measurement Period (e.g., per billing month), in the applicable currency, as specified in the Offer.

Note: where the Offer specifies both (a) and (b), the Merchant must satisfy each applicable minimum (unless the Offer expressly states otherwise).

Total Revenue (default definition). Unless the Offer expressly states otherwise, "**Total Revenue**" for a SyrvePay Location means the total gross sales value recorded through the Services (applicable SyrvePay mechanisms) for that SyrvePay Location during the relevant Measurement Period, excluding VAT (and excluding gratuities / tips where separately itemised). Where PSP reporting rules determine that certain items are included / excluded for the purpose of Minimum Transaction Threshold measurement (e.g., voids / reversals), such PSP reporting rules apply to the extent stated in the Offer and/or reflected in PSP reporting.

E5A. Consequences of Missing the Minimum (Shortfall Fee / Fallback)

If the Merchant fails to meet the Minimum Transaction Threshold for a Measurement Period, the Merchant shall pay the Shortfall Fee of **GBP 49.00** (in words: forty-nine Pound Sterling), unless another amount is specified in the Offer, and/or (if stated in the Offer) a fallback fixed subscription fee for that period.

E5B. Inactivity Fee

If no Eligible Card Transactions are processed for a SyrvePay Location / Connected Account in a billing month (or other Measurement Period as specified in the Offer), the Merchant shall pay an **Inactivity Fee of GBP 49.00** (in words: forty-nine Pound Sterling) for that SyrvePay Location / Connected Account for that period (or such other amount / currency as specified in the Offer).

E5C. Commitment Regardless of Processing Route (No-Processing / Off-Route Processing)

If SyrvePay is opted for, the Merchant commits to the Minimum Transaction Threshold regardless of the total processing volume and regardless of the route used for processing, including where the Merchant does not process via Syrve's designated PSP at all. Accordingly, if the Merchant fails to meet the Minimum Transaction Threshold for a Measurement Period, the Merchant shall pay the Shortfall Fee specified in the Offer (or, if stated, a fallback fixed subscription fee for that period).

E5D. No Circumvention. Material Breach

The Merchant shall not take any action (or omit to take any action) intended to circumvent the SyrvePay model, including by directing Eligible Card Transactions away from the designated PSP or otherwise manipulating transaction routing / attribution for the purpose of avoiding SyrvePay Fees, the Minimum Transaction Threshold, the Shortfall Fee and/or the Inactivity Fee. Any such circumvention (or attempted circumvention) constitutes a material breach of this Agreement, without prejudice to Syrve's right to charge applicable Fees and to suspend / terminate the Services in accordance with this Agreement.

E5E. No Circumvention. Material Breach

In the event the Merchant fails to meet the Minimum Transaction Threshold for a Measurement Period (E5A above) or else if no Eligible Card Transactions are processed for a SyrvePay Location / Connected Account in a billing month (or other Measurement Period as specified in the Offer) (E5B), Merchant may, at Syrve's sole discretion, automatically be transferred to the comparable Fixed-Fee Subscription Model from the next billing month (or other Measurement Period). Any subsequent transfer of the Merchant to SyrvePay Model or Combined model shall be subject to the Parties additional agreement.

E6. Refunds. Chargebacks. Reversals (SyrvePay Context)

Refunds, chargebacks, reversals, voids and similar adjustments are governed by the PSP Agreement and reflected in PSP reporting. Unless the Offer expressly states otherwise, Minimum Transaction Threshold attainment and SyrvePay fee calculations are assessed by reference to PSP reporting for the relevant Measurement Period (which may be gross or net of adjustments depending on PSP reporting rules). The Merchant acknowledges that certain adjustments may reduce net processing volumes and may therefore impact threshold attainment.

E7. Balance Sufficiency. Alternative Charging. Invoicing

If (for any reason) the PSP cannot deduct and collect any Fees or other amounts due to Syrve under SyrvePay (including any Shortfall Fee, Inactivity Fee and/or other Fees payable under this Agreement) from transaction proceeds and/or from the Merchant's PSP balance / settlement amounts, Syrve may (without prejudice to any other rights):

- (a) invoice the Merchant directly for the outstanding amounts; and/or
- (b) require the Merchant to pay such amounts by an alternative payment method designated by Syrve.

The Merchant shall pay any such invoice within the timeframe stated on the invoice (or, if not stated, within 5 (five) days of invoice date).

E8. Merchant Flexibility Options

Subject to implementation timelines, technical constraints, and any applicable Offer terms, the Merchant may switch to a Fixed-Fee Subscription Model to avoid Minimum Transaction Threshold and/or Inactivity Fee exposure. Multi-unit operators may negotiate blended models (e.g., a percentage of stores on SyrvePay and a percentage on fixed-fee), which must be documented in an Offer and/or Schedule F.

E9. Price Changes. Notice. Termination Right (Without Prejudice to Commitment). Acceptance by Continued Use

Syrve may adjust SyrvePay prices / rates (including parameters) unilaterally by giving at least **1 (one) month** written notice (including by email and/or via SyrveApp). Adjustments may occur for reasons including PSP pricing changes, scheme cost changes, regulatory cost changes, and operational changes (among other reasons).

Unless the notice states otherwise due to PSP / scheme / regulatory cost changes that must take effect sooner, any adjustment will take effect **from the start of the next six-month commitment term**. If the Merchant does not accept the updated SyrvePay prices / rates, the Merchant may, by written notice to Syrve within the notice period, elect one of the following options for the affected SyrvePay Location(s) / Connected Accounts:

- (a) switch to a Fixed-Fee Subscription Model in accordance with E8 (subject to implementation feasibility and the applicable Offer); or
- (b) give notice of non-renewal so that SyrvePay (and, where applicable, the Agreement) terminates at the end of the then-current six-month commitment term.

Where an adjustment is stated to take effect during an ongoing six-month commitment term due to PSP / scheme / regulatory changes, the Merchant may instead terminate **only the affected SyrvePay Location(s) / Connected Account(s)** with effect from the price change date, **without SyrvePay early termination charges for those affected Location(s) / Connected Account(s)**, provided that all Fees accrued up to the effective date remain payable.

Acceptance of the updated Terms by the Merchant via any of the means outlined in clause 1.2, and/or continued use of SyrvePay after the effective date (whichever occurs first) constitutes acceptance of the new prices / rates.

E10. No PSP Warranty. No Payment Services by Syrve

Syrve does not warrant PSP availability, onboarding approval, settlement timing, dispute outcomes, or PSP performance, and Syrve is not liable for PSP acts / omissions, subject to the Agreement's limitations of liability and mandatory law.

Syrve does not provide acquiring, settlement, e-money or other regulated payment services; such services are provided solely by the PSP under the PSP Agreement.

E11. Termination / Change of PSP. SyrvePay Availability. Migration

If the PSP Agreement terminates, the PSP ceases to support the integration, the PSP suspends or restricts the Connected Account, or continued SyrvePay operation is not reasonably practicable (including for compliance, operational or technical reasons), Syrve may suspend SyrvePay for the affected SyrvePay Location(s) / Connected Account(s) and require the Merchant to onboard with another designated PSP (subject to approval and enablement) and/or transition to a Fixed-Fee Subscription Model. Accrued Fees remain payable notwithstanding termination of the PSP Agreement or SyrvePay deactivation.

E12. Failure of PSP Remittance. Direct Payment

If, for any reason, the PSP does not deduct / collect / remit any amounts due to Syrve (including due to insufficient funds, holds, termination of PSP Agreement, operational issues, or PSP policy changes), the Merchant remains liable to Syrve for such amounts. Syrve may invoice the Merchant directly and the Merchant shall pay within the timeframe stated on the invoice (or, if not stated, within 5 (five) days of invoice date).

E13. Relationship to Schedule F (Combined Model)

Where the Merchant is on a Combined Model, this Schedule applies to the SyrvePay component only. Any bespoke allocation, offsets, rebates, minimums or other commercial mechanics between the fixed-fee component and the SyrvePay component must be set out in the Offer and/or Schedule F. In the event of

conflict, Schedule F prevails for the Combined Model scope, and this Schedule prevails over inconsistent provisions in the body of these Terms solely for SyrvePay Location(s) / Connected Account(s) within its scope.

SCHEDULE F – COMBINED PAYMENT MODEL ADDENDUM

F1. Scope

This Schedule applies only where the Merchant is on a Combined Model (fixed-fee subscription component + SyrvePay component) as specified in the applicable Offer.

F2. Components. Allocation

The Offer will specify:

- (a) which locations / modules are billed as fixed-fee;
- (b) which locations / modules are enrolled in SyrvePay; and
- (c) any blended allocation for multi-unit operators.

F3. Fees. Case-by-Case Agreement

The exact fees / rates / pricing allocation for a Combined Model (including any offsets, blended pricing, minimums, rebates, credits, or other allocation methodology between components) are determined **case-by-case** and agreed between the Parties (and, where applicable, the Reseller – in respect of the fixed fee component) and must be set out in the Offer and/or onboarding confirmation.

F4. Billing and Payment

Fixed-fee components are invoiced and paid under clause 12.4 (“Payment Terms (Fixed-Fee Subscription Model)”).

SyrvePay components are charged and collected under Schedule E.

Any bespoke allocation (including minimums, offsets, or rebates between components) must be specified in the Offer.

F5. Service Credits

Service Credits are allocated pro rata between components in accordance with Schedule A (A3C) and/or the specific methodology outlined in the Offer, if any.

F6. Termination and Commitment

The 6 (six) month commitment applies to the Combined Model. On early termination for convenience, fixed-fee components remain payable to the end of the term, and SyrvePay components are subject to clause 13.5 unless the Offer expressly specifies otherwise.