

Supplemental Terms for Third Party Payments

These terms (**TPP Supplementary Terms**) supplement the Master Terms of Service (**Terms of Service**). Capitalised terms used and not otherwise defined in these TPP Supplementary Terms have the meaning given to them in the Terms of Service. Where referenced in an Order Form, these TPP Supplementary Terms will be deemed to form part of the Terms of Service for the purposes of the Agreement.

Definitions

Connected Account Agreement means a Stripe Connected Account Agreement entered into between Client or Client's Affiliates and Stripe and as updated from time to time. The applicable agreement is located at [https://stripe.com/\[CountryCode\]/connect/account-terms](https://stripe.com/[CountryCode]/connect/account-terms) where "[Country Code]" is the two letter code for the jurisdiction in which Your Connected Account (as defined in the Connected Account Agreement) is located.

Permitted Deductions means any Xplor Loss, tax deduction required by Applicable Law, all Fees, Liabilities, any applicable third party bank or payment service provider charges, any amounts owing to Xplor under, or in connection with, this Agreement, any other Agreement between Xplor or its Affiliates and Client or Client's Connect Account Agreement and any royalty or other payments owed by Client to a third party franchisor who has instructed Xplor to collect such royalty fees on its behalf, together with any fees, costs or charges related to the aforementioned

Stripe means Stripe, Inc or an Affiliate of Stripe, Inc.

Stripe Supplementary Terms

- 1.1 **Payment Services.** Xplor offers the ability to process payments through the Solution (**Payment Services**). Payment Services are provided by our third party payment processor partners and are deemed to be Third Party Services for all purposes under this Agreement. Any procurement by Client of Payment Services will be subject to a separate merchant agreement which will be solely between Client and the third-party payment processor (**TPPP**). If Client uses Payment Services it agrees that it will comply with the terms and conditions of any applicable merchant agreements and all applicable card network rules, policies, laws and regulations, at all times while using such Payment Services. Client also agrees that it will comply with the relevant portions of the Payment Card Industry (PCI) Data Security Standard (**PCI**) when collecting, accessing, storing, processing or otherwise using credit card information from its users.
- 1.2 To the extent that Client enters into a Connected Account Agreement with Stripe in respect of Payment Services, Client authorizes Xplor to perform certain activity in respect of Client's Connected Account (as defined in Client's Connected Account Agreement with Stripe) and to share certain data with Stripe in order to communicate information about transactions and refunds, account balance adjustments, handling of disputes (including chargebacks) as well as take any other actions necessary to manage Client's Connected Account on Client's behalf.
- 1.3 Client is responsible for the accuracy and completeness of the information provided to Xplor and/or to Stripe or other TPPP in respect of its Connected Account or equivalent (**Information**) and Client is responsible for ensuring the accuracy of such Information is maintained throughout the term of this Agreement. Client agrees to indemnify, defend and hold harmless Xplor and its Affiliates against any third party claim against Xplor or its Affiliates which arises as a result of any failure to provide and maintain accurate Information.
- 1.4 Client acknowledges that, in the event that Stripe or other TPPP suffers loss due to activity in respect of Client's Connected Account or equivalent (including, but not limited to, in respect of transactions, chargebacks, refunds, reversals or fines) and Stripe or other TPPP cannot collect any amount due to it directly from such Connected Account or equivalent, Stripe or other TPPP will deduct such amounts from Xplor's or its Affiliates' account(s) or otherwise require Xplor or its Affiliates to indemnify and pay Stripe or other TPPP in respect of those amounts (the **Xplor Loss**). Client therefore indemnifies, defends and holds harmless Xplor and its Affiliates against any Xplor Loss that Xplor or any of its Affiliates suffer as a result of any activity on Client's Connected Account or equivalent. Client agrees and authorizes Xplor to instruct Stripe or other TPPP to withhold any Xplor Loss from any sums payable to Client and to pay such withheld amount to Xplor.
- 1.5 Notwithstanding the generality of paragraph 1.4, Client acknowledges and agrees that Xplor may, in its sole discretion, instruct Stripe to withhold, set-off and/or defer payment of any sums Stripe holds on behalf of Client: i) until Client's Liabilities (including any Xplor Loss) to Xplor have been discharged (including any Fees or other Permitted Deductions); or ii) in respect of and/or against reasonably expected Permitted Deductions. If Xplor instructs Stripe to withhold, set-off or defer payment under this paragraph, it will, to the extent permitted by Applicable Law, seek to notify Client and provide the reasons for it. Client will not seek to dispose of, charge or otherwise deal with any such sums withheld, set-off or deferred on instruction of Xplor.
- 1.6 If, from time to time, the amount of Permitted Deductions (including following termination of this Agreement and/or the provision of the Solution and Services) exceeds the amount due to be remitted by Xplor to Client, Xplor may invoice Client for the difference and such invoice will be immediately due and payable.

- 1.7 The Payment Services may include functionality that enables Client to receive recurring or subscription payments from its customers. If Client uses the Payment Services to submit recurring or subscription transactions, it agrees to comply with Applicable Law and card scheme rules, including clearly informing customers in advance of submitting the initial transaction that they will be charged on an ongoing basis and explaining the method for unsubscribing or cancelling their recurring billing or subscription.
- 1.8 Xplor may, on Client's reasonable request, assist Client with disputes with Stripe or other TPPP regarding chargebacks. Client acknowledges that neither Xplor nor Stripe nor other TPPP shall be obliged to investigate the validity of any chargeback or dispute, and that any decision or determination by Xplor and/or Stripe and/or other TPPP as to the validity and extent of any chargeback shall be final and binding. In no circumstance will Xplor be liable for the payment of any sums with respect to any chargeback or chargeback costs or fees related thereto. Client shall remain fully liable for any fees or costs and shall reimburse Xplor in the event Xplor is charged any fees or costs for such chargeback, and such fees or costs shall be included in the definition of Xplor Loss.
- 1.9 Client warrants and undertakes that, in addition to its obligations in the Terms of Service, it has notified Data Subjects of any Processing of Client Personal Data by a third party payment processor and obtained consents for such Processing where required.
- 1.10 Xplor may vary this Agreement in respect of any item of pricing contained in the Fees or otherwise in respect of any service provided from time to time by giving Client prior written notice if there is an increase to the fees applied by third parties that apply to the Payment Services, such as card scheme fees and/or interchange and/or third party payment processor fees, or there is a change in the service provided by the third party but only to the extent of and to reflect such change.
- 1.11 Without prejudice to Xplor's rights in respect of Third Party Services in the Agreement, the parties agree that Xplor shall have the right cease providing access to Payment Services immediately on written notice to the Client if i) Xplor's relationship with the third party payments processor is terminated for any reason; ii) Client's agreement with the third party payments processor is terminated for any reason.
- 1.12 Xplor may make periodic searches of, and provide information about Client to credit reference and fraud prevention agencies, to its Affiliates and/or any third party payment processor for the purposes of fraud prevention and credit referencing. Client acknowledges that any information provided to credit reference agencies may be used by other credit providers to take decisions about Client. Further information about how Xplor uses this information can be found in the Xplor Privacy Notice.