

MERCHANTS' TERMS AND CONDITIONS

BETWEEN

- (1) Xplore Local Ltd incorporated and registered in England and Wales with company number 07503285 whose registered office is c/o Edward Friel & Co, James House, 40 Lagland Street, Poole, Dorset. BH15 1QG (xplore)
- (2) The business signing up to xplore's services based on these terms (**you**)

AGREED TERMS

1 COMMENCEMENT AND DURATION

These terms shall come into force as soon as xplore confirms that it accepts your application for its services and shall continue until either xplore or you terminate it in accordance with Clause 8 below (**the Term**).

2 XPLORE'S RESPONSIBILITIES

- 2.1 Xplore shall use reasonable efforts to provide the services set out on the xplore website (the Services) in accordance with these terms in all material respects.
- 2.2 Xplore shall use reasonable efforts to meet any dates that have been agreed for the performance of the Services, but these dates shall only be estimates.
- 2.3 Xplore may change its Services from time to time providing that this does not materially affect their performance or functionality.

3 OBLIGATIONS

- 3.1 You shall:
 - (a) co-operate with xplore in all matters relating to the Services and comply with all reasonable instructions provided by xplore.
 - (b) provide xplore with any information or assistance reasonably required by xplore in relation to the Services and **ensure that the information you provide is accurate**.
 - (c) keep and maintain any equipment provided by xplore in good condition and shall only dispose of or use such equipment in accordance with xplore's instructions.
 - (d) only process a **Transaction** (being a payment between you and your customer which is conducted through the Services) for your own goods and services, and not take payment on behalf of other parties; and be responsible for complying with all laws, rules and regulations which may apply to the sale of your goods and services and/or your Transactions (including but not limited to rules and regulations relating to e-payments).
- 3.2 You confirm that you trade at no more than 7 different stores / premises and shall notify xplore immediately if this changes at any time. xplore may terminate the provision of the Services immediately by giving written notice to you if you operate at any time from more than 7 stores / premises at any time.



- 3.3 Xplore shall not be responsible if it is delayed in or unable to perform its obligations under these terms as a result of any act or omission by you, your agents or employees. Xplore shall be allowed an extension of time to perform its obligations which shall be equal to the delay caused by you.

4 CHARGES AND PAYMENT

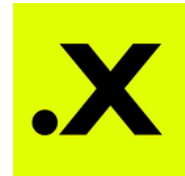
- 4.1 You shall pay the charges set out in the Schedule below (Charges) in return for the Services.
- 4.2 Xplore may increase its Charges at any time upon providing you with no less than one month's prior written notice.

5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 Xplore and its licensors shall retain ownership of all intellectual property rights (including but not limited to copyright and related rights, moral rights, trademarks and service marks, business names and domain names, goodwill and the right to sue for passing off, rights in computer software, database rights and the rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) whether registered or unregistered, and all similar or equivalent rights in any part of the world) (**Intellectual Property Rights**) in the Services and the materials it provides, providing that you shall retain all Intellectual Property Rights in the materials you provide to Xplore.
- 5.2 Xplore grants you a fully paid-up, non-exclusive licence during the Term to use the materials provided by Xplore solely for the purpose of receiving and using the Services in accordance with these terms. You shall not sub-license, assign or otherwise transfer these rights.
- 5.3 You grant xplore a fully paid-up, non-exclusive licence to use your name, logo and materials in order to carry out and promote the Services.
- 5.4 You confirm that you own the Intellectual Property Rights in the materials you provide and shall reimburse xplore in the event that xplore suffers any loss or damages as a result of any such material infringing the rights of any third party.

6 CONFIDENTIALITY

- 6.1 Each party shall not at any time during the Term, and for a period of five years after the Term, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 6.2.
- 6.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the terms. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 6; and



(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

6.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with these terms.

7 LIMITATION OF LIABILITY

7.1 Nothing in the terms shall limit or exclude xplore's liability for death or personal injury caused by its negligence, fraud or for any other liability which cannot be limited or excluded by law.

7.2 You acknowledge that:

(a) Xplore cannot guarantee that the Services will be uninterrupted or that any Transaction carried out through the Services will be successful;

(b) you are solely responsible for the goods and services that you provide;

(c) you will need to use your own independent judgement as to whether to make a sale;

(d) Xplore is not responsible in any way for the sale of your goods and services or the amount of the Transaction that you charge;

(e) complaints or queries regarding any Transaction (including but not limited to the amount that has been charged and refunds) must be dealt with directly between you and the purchaser.

7.3 Subject to Clause 7.1, xplore shall not be liable to you for:

(a) loss of profits.

(b) loss of sales or business.

(c) loss of agreements or contracts.

(d) loss of anticipated savings.

(e) loss of or damage to goodwill.

(f) loss of use or corruption of software, data or information; and/or any indirect or consequential loss.

7.4 Subject to Clause 7.1, xplore's total liability to you, whether in contract, tort, for breach of statutory duty, or otherwise, arising under or in connection with these terms shall be limited to 110% of the average annual Charges (calculated by reference to the charges in successive 12 month periods from the date xplore first provides the Services) paid by you under these terms.



8 TERMINATION

8.1 Either party may terminate the Services provided under these terms (**the Engagement**) with immediate effect by giving written notice to the other party. This shall not affect any other right or remedy the terminating party may have.

8.2 On termination of the Engagement:

(a) any unpaid Charges shall be immediately payable; and

(b) you shall promptly return all equipment lent to you by xplore. You shall be solely responsible for their safe keeping until they have been returned.

9 FORCE MAJEURE

If a party is prevented, hindered or delayed in or from performing any of its obligations under these terms by an event outside of its reasonable control it shall not be in breach of these terms or otherwise liable for the failure or delay, providing that it notifies the other party as soon as becomes aware of the same.

10 NOTICES

10.1 Any notice given to a party under or in connection with these terms shall be in writing and shall be delivered by email to the other party at support@xplorelocal.com (in the case of any notice delivered to xplore) or to the email address provided by you to xplore (in the case of any notice delivered to you).

10.2 Any notice shall be deemed to have been received on the Business Day after it is received by the recipient at the correct email address (a "Business Day" meaning a day other than a Saturday, Sunday or public holiday in England when banks in London are generally open for business).

11 OTHER TERMS AND CONDITIONS

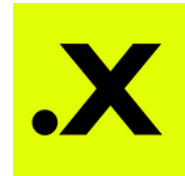
11.1 The Engagement and these terms are personal to you and you shall not assign or transfer any of your rights and obligations under these terms.

11.2 Xplore may at any time assign or transfer its rights under these terms, provided that it gives prior written notice to you.

11.3 No variation of these terms shall be effective unless it is in writing and signed by the parties.

11.4 A failure or delay by a party to exercise any right or remedy provided under these terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.

11.5 If any provision or part-provision of these terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or



part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these terms.

- 11.6 These terms constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, warranties and understandings between them, whether written or oral, relating to its subject matter.
- 11.7 Each party agrees that it shall have no remedies in respect of any statement, representation or warranty that is not set out in these terms.
- 11.8 Nothing in these terms is intended to, or shall be deemed to, create any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 11.9 No one other than a party to these terms shall have any right to enforce any of its terms.
- 11.10 These terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the law of England and Wales.
- 11.11 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms.

THE SCHEDULE

Charges and Payment

Transaction and Loyalty Charges for Loyalty Schemes

Xplore charges a fee of fixed % +VAT (agreed at the time of sign up) of the overall fee you charge for each Transaction and a variable % that you choose to set for the Customer Loyalty Scheme.

We will notify you at least on a weekly basis of the Transaction costs that took place during the previous calendar week, along with the Charges that shall be applied.

Payment terms

The Charges shall be deducted from the monies received. By signing up to the app, you consent to xplore receiving these charges. xplore will then pay the monies received, less xplore commission and customer loyalty percentage, to you.

Subscription Fees

There is also a monthly subscription fee + VAT