

**MERCHANTCONNECT REGISTRATION FORM**

FAX +49 (0) 69-2603-929

Please complete a separate form for each user (photocopies of the form are acceptable)

Preferred language, please check one:

Danish  Dutch  English (U.K.)  English (U.S.)  French  German  Italian  Polish

Business Legal Name:

Business Address:

("Merchant")

Merchant DBA:

Merchant Agreement with Elavon Financial Services Limited for the provision of card acquiring services?  No  Yes ("Merchant Agreement")

Please provide the MID number:

Is the Merchant Agreement for e-commerce and/or Mail Order/Telephone Order Card Transactions  No  Yes

List of SE numbers to which access is required:

Please check this box if you would like to view your online chargebacks on MerchantConnect

Name and Surname of employee to be provided access to MerchantConnect:

Preferred Username (if any):

E-mail address and telephone number of the registering MerchantConnect User:

Name and Surname of the employee making the request (if the request is being made on behalf of another employee):

Remarks:

I am fully aware that Elavon makes no representation or warranties of any kind with respect to the performance of MerchantConnect. I accept that Elavon does not guarantee the delivery or the accuracy of MerchantConnect. Elavon shall not be liable to me or anyone else for all and any losses or damages arising from the provision of the service. I acknowledge that the use of MerchantConnect is subject to the Terms of Use for MerchantConnect, which are attached.

**I hereby declare that I am an authorised representative to sign on behalf of the company.**

Company Stamp:

Authorised Signature:

Printed Name:

Title:

Date:

## Product Terms of Use

Agreement by and between the Merchant as identified on the MerchantConnect Registration Form ("**Registration Form**") and Elavon Financial Services Limited ("**Elavon**"), relating to MerchantConnect ("**MERCHANTCONNECT**"), an internet based service platform, which provides Elavon merchants with secure online access to their account.

MERCHANTCONNECT is offered to the Merchant on the terms and conditions set out herein, which the Merchant acknowledges it has read and understood and agrees to be bound in full upon acceptance of Merchant's duly signed Registration Form.

This Agreement is supplemental to the card acceptance agreement ("**Merchant Agreement**") with Elavon Merchant Services in existence and as set out in the Registration Form. Terms and expressions defined in the Merchant Agreement shall bear the respective meanings herein, unless expressly stated otherwise. All duties and obligations established by the Merchant Agreement, shall where applicable also apply to the use of MERCHANTCONNECT by the Merchant. For the avoidance of doubt, and as set out in clause 8 (c) below, if that the Merchant Agreement terminates or is suspended for any reason, the service will also terminate/be suspended.

### 1. Conditions of Use

The Merchant may only have access to MerchantConnect Services whilst there is a valid Merchant Agreement with Elavon in existence.

The Merchant may only have access to MerchantConnect Services whilst there is a valid Merchant Agreement for the processing of customer not present Card Transactions (namely ecommerce and/or mail order/telephone order Transactions) with Elavon in existence.

### 2. Registration for MERCHANTCONNECT

(a) Upon successful application for access to MerchantConnect by the Merchant, the Merchant shall be notified by Elavon of the website link address and a User name and password.

(b) The Merchant acknowledges that in order to access MerchantConnect, the website link address must be accessed using a browser which supports 128 bit encryption, and the User name and password as provided by Elavon must be entered in the appropriate place on the website link address.

(c) The Merchant must apply for a separate User name and password for each employee/contractor/agent ("**User**") whom the Merchant wishes to have access to MerchantConnect data as set out in the Registration Form.

(d) In the event that a User forgets the allocated Username or password, a new Username and

password will need to be applied for in writing to Elavon.

(e) The Username and password must be treated confidentially and may only be used by the person to whom the password has been issued.

### 3. Access Times

(a) Elavon aims to have MerchantConnect available seven (7) days a week and 24 hours a day.

(b) In exceptional circumstances, and usually as a result of heavy use of networks and systems, the actual access times may be temporarily restricted. In addition, Elavon reserves the right to interrupt access from time to time in order to update the service.

(c) For the avoidance of doubt, Elavon does not guarantee access to MerchantConnect at any time.

### 4. Use from Abroad and Foreign Languages

(a) Elavon will use a 128-bit encryption key for the data to be transmitted via MerchantConnect. The Merchant must ensure that when using MerchantConnect they comply with the applicable laws, rules and/or special conditions relating to the place of use and their place of residence.

(b) Irrespective of the place of use, and the fact MerchantConnect enables the Merchant to have information displayed in various languages, this Agreement shall be governed by and construed in accordance with English law, unless reference is specifically made to the laws of other countries.

### 5. Confidentiality

(a) The password and Username should not be electronically stored or recorded. The Merchant must ensure that third parties cannot access or view their password and/or the Username when using it.

(b) If the Merchant becomes aware that any person other than the User, including other employees, has become aware of a password or Username or the Merchant suspects that the MerchantConnect is being used by a third party, the Merchant must immediately notify Elavon and apply for a new password as set out in Clause 2(4). Once notified, Elavon will immediately block access to MerchantConnect and issue the Merchant with a new password and a new Username.

### 6. Liability

As far as indemnification and reimbursement of futile expenses are concerned, Elavon shall be liable for all damages, be it for breach of contract or tort, only in accordance with the following sections:

(a) Neither party shall be liable to the other if it is unable to perform any of its obligations under this Agreement due directly or indirectly to mechanical failure or damage of any terminal, machine or other technological or communication system, industrial dispute, war, act of god, or anything outside that party's reasonable control (or the reasonable control of its agents).

(b) In no event shall either party be liable to the other for any lost profits or business goodwill or any other special, punitive, indirect or consequential damages in connection with this Agreement or claims arising out of or in connection herewith.

(c) Elavon will not be held responsible for any loss or damage arising from incorrect, incomplete or otherwise inaccurate information provided by a supplier or a purchaser.

(d) Elavon shall not be liable for the temporary unavailability or faults of MerchantConnect; this shall include, without limitation, if they are caused by a technical interruption in the Internet, by faults of an Internet provider, by maintenance works or by third parties.

(e) Although, Elavon, have made every effort to ensure the service is virus free, Elavon is not liable for any losses which may be suffered by the Merchant and/or any damage to the Merchant's computer, modem or other equipment through a virus and which has not occurred through the gross negligence or deliberate conduct of Elavon.

(f) The above restrictions of liability do not apply to any personal injury or death caused by Elavon, its statutory representatives or agents.

#### **7. Fees and payment conditions**

(a) The applicable fees for the provision of MerchantConnect are as set out in the Registration Form and are subject to statutory value-added tax at the applicable rate.

(b) The fees payable by the Merchant will be deducted from the settlement amount for Transactions settled through the Merchant Agreement ("**Settlement**"). A statement of fees will be provided to the Merchant and/or will be available to the Merchant electronically; this statement must be checked for accuracy and completeness. Any objection must be raised in writing to Elavon within 28 days of the date of Settlement, after which the Settlement amount will be deemed to have been agreed by the Merchant.

(c) Elavon may on notice to the Merchant, amend the terms on which MerchantConnect is provided, including (without limitation) requesting security and/or the release of security from the Merchant.

#### **8. Term of the Agreement / Termination**

(a) Elavon may terminate this Agreement at any time immediately, upon written notice to the Merchant.

(b) The Merchant may terminate this Agreement with 3 months notice to Elavon. For the avoidance

of doubt, in the event that Elavon increases the fee payable under the MerchantConnect service the Merchant shall be able to terminate this Agreement within one month of such notification.

(c) On termination of the Merchant Agreement for any reason the use of MerchantConnect will cease immediately, and this Agreement shall terminate.

#### **9. Assignment/Subcontracting**

(a) Elavon may assign, transfer or subcontract the rights and/or obligations under this Agreement in whole or in part without the prior written consent of the Merchant.

(b) Neither the rights nor the obligations of the Merchant under this Agreement may be assigned, transferred or otherwise disposed of, in whole or in part, without the prior written consent of Elavon.

(c) No attempted assignment shall relieve the assignor of any of its obligations hereunder without the written consent of the other party.

#### **10. Privacy**

Both parties shall maintain all data received under this Agreement confidential and process it in accordance with the Merchant Agreement.

#### **11. Entire Agreement**

This Agreement is the sole agreement between the parties with respect to the provision of the MerchantConnect Services, and supersedes all prior oral or written agreements for the Services.

#### **12. Amendment/Variation**

Elavon may on written notice to the Merchant amend the service and/or terms of use in relation to the MerchantConnect services, any amend will be deemed to have been accepted by the Merchant if an objection has not been made in writing within 1 month of the date of the notice.

#### **13. Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of England and subject to the exclusive jurisdiction of the English Courts.

#### **14. Severability**

Each of the clauses of this Agreement is severable and distinct from one another. If any one or more of the clauses of this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality, or enforceability of the remaining clauses shall not thereby be affected or impaired in any way.