

General Terms and Conditions for the use of Zettle by PayPal

Last update and effective as of: 10 February 2021

These general terms and conditions, including the terms, policies, guidelines and instructions referred to herein, (“**General Terms and Conditions**”) is an agreement between PayPal (Europe) S.à r.l. et Cie, S.C.A. (R.C.S. Luxembourg B 118 349), a duly licenced Luxembourg credit institution under the prudential supervision of the Luxembourg financial sector authority, the Commission de Surveillance du Secteur Financier, (“**Paypal**” “**we**”, “**our**” or “**us**”) and you, the sole trader, company or other business entity having created an account with us (the “**Merchant**”, “**you**” or “**your**”), governing your access to and use of our services, including our mobile software applications (the “**App**”), hardware, our websites (the “**Website**”) and other products and services provided under the Zettle by PayPal brand (together, the “**Services**”).

PayPal is deemed authorised and regulated by the Financial Conduct Authority from 1 January 2021. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority’s website.

Any reference made to “PayPal” or “PayPal Group” included in these General Terms and Conditions or any of the Additional Terms (defined below) shall mean the group of companies, which each directly or indirectly controls, is controlled by, or is under common control with us.

By creating and using a Zettle Account (defined below) you accept and agree to comply with these General Terms and Conditions. You also accept and agree to comply with to any additional terms and conditions specific to the products and services you use (“**Additional Terms**”), such as the Payment Terms and Conditions, which become part of your agreement with us. If you do not agree to these General Terms and Conditions and any Additional Terms that apply to you (or if you do not have the right to bind the company or other business entity you are representing), you are not permitted to access or use the Services.

Where applicable, you assume responsibility for ensuring that any of your employees or other representatives using the Services on your behalf, have read, understood and accept to be bound by these General Terms and Conditions and any Additional Terms.

It is important that you understand the risks and liabilities associated with the use of the Services, and you should read these General Terms and Conditions and any Additional Terms carefully before agreeing to them and before you start using the Services.

If you have any questions or concerns regarding the content of these General Terms and Conditions or any Additional Terms or would like to get a better understanding of how the Services work, please do not hesitate to [contact us](#).

PART 1 – Access to and use of the services

1. Registration

In order to use the Services, you must create an account with us: a “**Zettle Account**”. The Services are only made available to sole traders, companies or other entities that operate a business selling goods and services, and are not available for personal, family or household purposes. You may create only one Zettle Account, unless we approve the creation of additional Zettle Accounts.

You must register as a sole trader or as a company or other business entity accepted by us. If you create a Zettle Account as a sole trader, you warrant to us that you are not acting on behalf of, or for the benefit of, anyone else. If you create a Zettle Account as a company or other business entity, you warrant to us that you are duly authorised to create a Zettle Account in the name of that company or business entity.

If you create a Zettle Account as a company or other business entity, the terms “Merchant”, “you” or “your” will mean you, the natural person, as well as such company or other business entity. You further warrant to us that: a) you are either a legal resident or citizen of the United Kingdom or a company or other business entity duly authorised to conduct business in said country, b) you will use the Services solely for trade, business or professional purposes in such country, c) you will not directly or indirectly use the Services in or into any other country unless otherwise agreed with us, and d) you, as a natural person, are at least 18 years of age and have full legal capacity to accept these General Terms and Conditions and use of the Services in the manner prescribed by us. If you register on behalf of a company or under a business name, you represent that you are a legal representative of the business, and that you are authorised to provide any information about the business, and accept these General Terms and Conditions and any Additional Terms on its behalf.

You will be required to provide an email address and set a password to access your Zettle Account and the Services. You may also, on an on-going basis, be required to provide certain information about you and your business, including your name,

registered trade name, registered address, names you are doing business under, business addresses, purpose and nature of your business, a complete description of your products and services and, where applicable, information about beneficial owners and principals of your business. You must provide accurate and complete information when creating your Zettle Account. You must also make sure that all information that you provide is and remains accurate, complete and up-to-date. You must inform us of any changes and update the information in your Zettle Account accordingly without undue delay.

You agree that we may contact and share information about you and your Zettle Account with our acquirers, the card schemes as well as partner banks and financial institutions. This includes sharing information about you and your transactions for regulatory or compliance purposes, for use in connection with the management and maintenance of our Services, to create and update customer records about you and for conducting risk monitoring and management processes. For more information on how we process your personal data, please read our [Privacy Policy](#).

We reserve the right to suspend your access to and use of the Services and to terminate and close your Zettle Account if you provide us with inaccurate, untrue, or incomplete information, or if you fail to comply with any account registration requirements. Should you fail to comply with these provisions, you agree that this will also entitle us to cease the provision of any other PayPal services to you.

2. Account credentials

You are responsible for ensuring that your email address, password and other personalised security features which you use to access your Zettle Account and the Services ("Account Credentials") are kept safe and secure. You must take all reasonable steps to keep your Account Credentials secret and not share them with anyone, other than appropriately authorised employees or other representatives within your business.

You must notify us immediately through our [Website](#) or by contacting our customer success team at support.uk@zettle.com if you discover or suspect that any of your Account Credentials have been lost or stolen or that someone else has used or attempted to use your Zettle Account using your Account Credentials without your authorisation.

3. Sub-accounts

Through your Zettle Account settings, you may create sub-accounts and authorise your employees and other eligible representatives (each, an "**Authorised User**") to use such sub-accounts to access your Zettle Account and use the Services on your behalf for your business. You must register each Authorised User with us and create a username and password for each Authorised User to be able to access your Zettle

Account and use the Services. We reserve the right to limit the number of Authorised Users you may have, or refuse the registration of an Authorised User. Your Authorised Users will have the ability to perform those limited actions that you select in your Zettle Account settings.

It is your responsibility to ensure that your Authorised Users comply with these General Terms and Conditions and any Additional Terms when using your Zettle Account and the Services. We reserve the right to deny any Authorised User access to your Zettle Account and the Services at any time. You agree that you are at all times liable for the actions or omissions of your Authorised Users and that you will indemnify and hold us harmless from any actions or omissions of your Authorised Users in connection with their use or misuse of your Zettle Account and the Services.

4. Our role

The Services will enable you to, among other things, account for cash and certain other accepted payment methods through the use of the App installed on your smartphone or other compatible mobile device as well as to collect, analyse and track information generated in connection with such transactions.

You agree that we may at any time update or modify the Services. We will always attempt to notify you of any such updates or modifications with reasonable notice in accordance with section 18. However, we reserve the right to implement such updates and modifications with immediate effect without prior notice to you where necessary to maintain the security of our systems or to comply with applicable laws, rules and regulations.

Your ability to use the Services is dependent on services, including software applications, provided to you by third parties (such as Internet, data traffic, network services and point of sale solutions). Such third parties may charge you fees for accessing and using such services and applications to use the Services and you are solely responsible to pay such fees. We do not own, control or have any responsibility or liability for any third party services or software applications you select to use in connection with the Services. We do not accept or assume any responsibility or liability for the operation or security of any third party services or software applications, for your inability to use the Services as a result of any third party services or software applications or for your breach of the terms of your contract with any third party services or software applications as a result of using the Services or otherwise.

5. Service levels

Although we will use all commercially reasonable efforts to provide the Services continuously, we do not warrant that the Services will be free from interruptions, delays or errors caused by our systems or other third party services providers,

general Internet failures or force majeure. You must notify us without undue delay through our [Website](#) or by contacting our customer success team at support.uk@zettle.com if you experience any interruptions, delays or errors in the Services, and provide all reasonably requested information and assistance in identifying and resolving such interruptions, delays or errors.

From time to time we will perform maintenance and upgrades of the Services, which may result in interruptions, delays or errors in the Services. Although we will do our best to notify you in advance of any planned maintenance in accordance with section 18, we cannot guarantee that such notification will always be provided.

6. Customer service and complaints

We will provide you with regular customer services by email, web or telephone during normal business hours to help resolve any issues relating to your use of the Services, the App, the Website and your Zettle Account. You are solely responsible for providing service to your customers for any and all issues related to your products and services. You can contact us at any time if you have any complaints pertaining to our Services through the [Website](#).

If the outcome of any complaint about our Services, after completing the complaint escalation process, is not to your satisfaction, you can escalate it by contacting:

- the UK Financial Ombudsman Service (FOS) within six (6) months of the date we send our response to you . The FOS is a free, independent service, which might be able to settle a complaint between you and us. You may obtain further information regarding the FOS and contact the FOS at <https://www.financial-ombudsman.org.uk>
- Commission de Surveillance du Secteur Financier (CSSF). The CSSF is the authority responsible for the prudential supervision of companies in the financial sector in Luxembourg, like us. You can contact the CSSF at 283 Route d'Arlon, L-1150 Luxembourg. You may obtain further information regarding the CSSF and how to contact them at: <https://www.cssf.lu>.

7. Compatibility

Your use of the Services requires that you have a compatible mobile device. While we do our best to keep an up-to-date list of compatible mobile devices on our [Website](#), we do not warrant that the Services will be compatible with your mobile device. You may not use the Services together with a mobile device that has been modified contrary to the manufacturer's software or hardware guidelines.

8. App

In order to use the Services, you must download and install the App. You may download the App from the Apple 'App Store' or Google Play. You must download and use the most recent version of the App that is available, including downloading

and installing any updates that become available from time to time. The App may also be available in other formats, such as in software development kit format.

9. Errors and unauthorised or illegal use

You must notify us immediately through our [Website](#) or by contacting our customer success team at support.uk@zettle.com if you discover or suspect that there has been an error or unauthorised or illegal use of your Zettle Account and, where possible, change your Account Credentials to prevent any further errors and/or unauthorised or illegal use. You must provide us all information and documentation in your possession as to the circumstances of any such error and/or unauthorised or illegal use of your Zettle Account and take all reasonable steps requested by us to assist in an investigation.

10. Taxes

You are responsible for determining any and all taxes assessed, incurred, or required to be collected, reported, paid, or withheld for any reason for the sale of your products and services and any payments you receive in connection with your use of our Services (“**Taxes**”). You are solely responsible for collecting, withholding, reporting and remitting correct Taxes to the appropriate tax authority. We are not obligated to, nor will we determine whether Taxes apply or assume any liability in relation thereto, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction.

11. Your privacy

Your privacy and the protection of your data are very important to us. You acknowledge that you have received and read in full the terms of our [Privacy Policy](#) incorporated into these General Terms and Conditions by reference, which explains how and for what purposes we collect, use, retain, disclose and safeguard the information you provide to us.

We are responsible for protecting the security of personal information in our possession. We have implemented administrative, technical and organisational procedures to protect personal information that is stored in our servers from unauthorised access and accidental loss, modification or disclosure. However, we cannot guarantee that unauthorised third parties will never be able to defeat those measures or use such information for improper purposes.

12. Privacy of others

You confirm and agree that you will protect and, save where required by law, not disclose, register or otherwise process any information that you may receive about your customers or other third parties while using the Services. You must notify us through our [Website](#) or by contacting our customer success team at support.uk@zettle.com without undue delay if you become aware of or suspect any unauthorised access to or disclosure of such information. You may not disclose or

distribute any information about your customers or other third parties or use such information for marketing or other purposes unless you have ensured an applicable legal ground in accordance with applicable data protection laws prior to such disclosure or distribution. You are solely responsible for compliance with any applicable privacy laws and regulations of your specific jurisdiction, including current requirements for e.g. registration or notification to the relevant supervisory authority, where applicable, implementing appropriate security measures and providing customers and third parties with information regarding the use of their personal data, including but not limited to how we (or other companies within the PayPal Group) may use such personal data.

13. Your content

In connection with your Zettle Account, any business listing, and your use of the Services, you may be able to upload or provide photos, logos, products and other materials or information (“**Content**”). You agree that you will not upload or provide any Content unless you have created that Content yourself or you have permission from the content owner to do so. You grant us, our affiliates and our successors a worldwide, non-exclusive, royalty-free, fully-paid, transferable, and sub-licensable right to use, reproduce, modify, adapt, publish, prepare derivative works of, distribute, publicly perform and publicly display your Content in any media in order to provide and promote the Services. You retain all rights in your Content, subject to the rights granted to us in these General Terms and Conditions. You may modify or remove your Content via your Zettle Account or by terminating your Zettle Account, but your Content may persist in historical, archived or cached copies and versions thereof available on or through the Services.

You agree not to upload or provide Content or otherwise post, transmit, distribute, or disseminate through the Services any material that: a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, threatening, harassing, hateful or abusive, b) encourages conduct that would be considered a criminal offense or gives rise to civil liability, c) breaches any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property, d) contains corrupted data or any other harmful, disruptive or destructive files, or e) in our sole judgment, is objectionable or which may expose us, our affiliates or customers to harm or liability of any nature.

14. Your warranties

By accepting these General Terms and Conditions, you agree that you will not use our Services in connection with the businesses or business activities included in the list of [Prohibited Segments](#) and that you will comply, at all times, with the [Acceptable Use Policy](#).

In addition to any other warranties set out in these General Terms and Conditions and any Additional Terms, you warrant to us that: a) you are eligible to register and use the Services and have the right, power and ability to enter into and perform these General Terms and Conditions, b) the name identified by you when you registered is your name or business name under which you sell products and/or services, c) you and your use of the Services will comply with all laws, rules and regulations applicable to your business, including but without limitation consumers' rights in accordance with Directive 2011/83/EU on consumer rights, Directive 2005/29/EC on unfair business-to-consumer commercial practices, and Directive 93/13/EEC on unfair terms, and Directive 2000/31/EC on electronic commerce, as implemented into applicable local law as well as any applicable tax laws and regulations, and d) you will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Services.

15. Your liability and indemnification

You are responsible for all liabilities incurred by a third party and/or us caused by your access to and use of the Services and/or arising from any breach by you of any provision of these General Terms and Conditions and any Additional Terms. You agree to reimburse such third party and/or us for any and all such liability.

Notwithstanding the above or any other provision of these General Terms and Conditions or any Additional Terms, you agree to defend, indemnify, and hold us and our respective directors, agents, affiliates and representatives harmless from and against any claim (including all third-party claims), cost, suit, demand, loss, liability, damage, action, proceeding, judgment, penalty, interest and expense (including without limitation reasonable attorneys' fees) arising out of or relating to: a) any actual or alleged breach by you of any provision of these General Terms and Conditions or any Additional Terms, b) your wrongful or improper use of the Services, c) your violation of any third party right, including without limitation any right of privacy, publicity rights or intellectual property rights, d) third party indemnity obligations we incur as a direct or indirect result of your acts or omissions, e) your violation of any applicable law, rule or regulation of your specific jurisdiction, and f) errors made by you in providing information or instructions to us, whether through your Account or any other means of communication.

16. No warranties

We provide the Services to you on an "as is" and "as available" basis without any warranty or condition, express or implied, except as specifically stated in these General Terms and Conditions. We do not warrant continuous, uninterrupted or secure access to any part of the Services, and we will not be liable for any disruption or impairment of the Services under these General Terms and Conditions.

Without limiting the foregoing, we do not warrant that the Services are accurate, reliable or correct, that the Services will meet your requirements, that the Services will be available at any particular time or location, uninterrupted or secure, that any defects or errors will be corrected, or that the Services are free from viruses or other harmful components. Your use of the Services is at your own risk; any content or data downloaded or otherwise obtained through the use of the Services is downloaded at your own risk and you will be solely responsible for any damage to your property or loss of data that results from such download.

17. Limitation of liability

In no event will we be liable for any of the following types of loss or damage arising under or in relation to your use of the Services, these General Terms and Conditions, any Additional Terms or otherwise: a) indirect or consequential loss or damage (including loss of profits, goodwill, business, contracts, revenue or anticipated savings even if we are advised of the possibility of such damages), b) loss or corruption of data, c) loss or damage whatsoever which does not stem directly from our breach of these General Terms and Conditions or any Additional Terms, d) loss or damage whatsoever which is in excess of that which was caused as a direct result of our breach of these General Terms and Conditions or any Additional Terms (whether or not you are able to prove such loss or damage), or e) loss or damage incurred by you as a result of any acts or omissions by you or any third parties or our obligation to comply with applicable law, any act or omission of any governmental authority, act of war, accident, natural disaster, strike, blockade, or other similar event, regardless of if we are an instigator or subject of such event.

Notwithstanding any other conflicting provisions that may be contained in these General Terms and Conditions or any Additional terms, nothing in these General Terms and Conditions or any Additional Terms will limit our liability resulting from our fraud or fraudulent misrepresentation, gross negligence, wilful misconduct, for death or personal injury resulting from our negligence or to the extent such limitation or exclusion is not permitted by applicable law.

Our total liability to you under or in connection with these General Terms and Conditions and any Additional Terms in respect of any and all claims will not exceed in the aggregate the amount of the fees paid by you to us for the Services during the three-month period immediately preceding the event giving rise to the claim for liability, or if you have not used the Services for three (3) months, your average monthly fee multiplied by three (3).

PART 2 – Other legal terms

18. Notices and information

You agree that we can provide written notices and information to you electronically by posting it on our Website, or by emailing it to your specified email address associated with your Zettle Account. Such notices and information will be deemed received by you within 24 hours as of posted on our Website or within 24 hours as of emailed to you, unless we receive notice that the email was not delivered. For this purpose, you will at all times maintain at least one valid email address associated with your Zettle Account. We will not be responsible for undelivered emails if the sole email address specified by you is not valid or if you have changed your email address but have not notified us of such change.

You are required to check for incoming notices and information regularly and frequently. Emails may contain links to further communication on our Website. Where any laws or regulations require us to provide information to you on a durable medium, we will either send you an email or send you a notification pointing you to information on our Website in a way that enables you to retain the information in print format.

Apart from notices to you via email, we reserve the right to contact you via letter or telephone, when appropriate. Any notices or information sent by post will be deemed received by you five days as of posting.

You hereby instruct us to notify you of any incidents we are legally obliged to inform our customers about to the e-mail address that you have connected to your Zettle Account.

We will set your preferred language based on the country you choose during the registration process and we will send you standard notices and information in your chosen language. For non-standard communication, we reserve the right to communicate with you in English language.

19. Your licence

We grant you a personal, limited, revocable, non-exclusive, non-transferable, non-sublicensable licence to electronically access and use the Services solely to manage your Zettle Account and utilise such other services as we may make available through the App from time to time in accordance with these General Terms and Conditions and any Additional Terms. The Services include our websites, our mobile applications, software, programs, documentation, tools, internet-based services, components and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) thereto. You will be entitled to download updates to the Services, subject to any additional terms made known to you at that time, when we make these updates available.

While we want you to enjoy the Services, you may not, nor may you permit any third party to, do any of the following: a) access or monitor any material or information on our systems using any manual process or robot, spider, scraper or other automated means unless you have separately executed a written agreement with us that expressly grants you an exception to this prohibition, b) copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute the Services or any material or information that you receive, or is granted access to, from us, c) permit any third party to use and benefit from the Services via a rental, lease, timesharing, service bureau or other arrangement, d) transfer any rights granted to you under these General Terms and Conditions or any Additional Terms, e) violate the restrictions on the Services, work around, bypass or circumvent any of the technical limitations of the Services, use any tool to enable features or functionalities that are otherwise disabled in the Services, or decompile, disassemble or otherwise reverse engineer the Services, f) perform or attempt to perform any actions that would interfere with the proper functionality of the Services, prevent access to or use of the Services by our other customers, or impose an unreasonably or disproportionately large load on our infrastructure, or g) otherwise use the Services except as expressly allowed under these General Terms and Conditions and any Additional Terms.

20. Ownership

The Services are licenced and not sold. We reserve all rights not expressly granted to you in these General Terms and Conditions and any Additional Terms. The Services are protected by patent, copyright, trademark, trade secret and other intellectual property laws. As between you and us, we own the title, copyright and other worldwide intellectual property rights in the Services and all copies of the Services. Neither these General Terms and Conditions nor any Additional Terms grants you any rights to our trademarks or service marks.

You may choose to or we may invite you to submit comments or feedback relating to the Services, including without limitation about how to improve the Services or our other products or services ("**Feedback**"). By submitting any Feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction, that it will not place us under any fiduciary or other obligation, and that we are free to use the Feedback without any additional compensation to you and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, we do not waive any rights to use similar or related ideas previously known to us, or developed by our employees, or obtained from sources other than you.

21. Third party websites

Our Website may contain links to third party websites. The inclusion of any website link does not imply an approval, endorsement or recommendation by us. You agree that you access any such website at your own risk, and that such site is not governed by the terms and conditions contained in these General Terms and Conditions or any Additional Terms. We expressly disclaim any liability for these websites. Your browsing and interaction on any other website, including those that have a link on our website, is subject to that website's own rules and policies.

22. Term and termination

These General Terms and Conditions and any Additional Terms are effective upon the date you agree to them and will remain in force until terminated by you or by us.

You may terminate these General Terms and Conditions and any Additional Terms at any time by closing your Zettle Account in accordance with the instructions available on our [Website](#) or in your Zettle Account or upon 30 days' prior notice by contacting our customer success team at support.uk@zettle.com.

We may terminate these General Terms and Conditions and any Additional Terms or suspend or close your Zettle Account at our convenience by providing you with 30 days' prior notice, or otherwise at any time upon prior notice to you in accordance with section 18.

We may also terminate these General Terms and Conditions and any Additional Terms or suspend or close your Zettle Account without prior notice to you if: a) you breach or otherwise do not comply with any provision of these General Terms and Conditions, any Additional Terms or the [PayPal User Agreement](#), b) we have reason to believe that you are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity, c) you pose an unacceptable credit or fraud risk to us, or d) you are declared insolvent, become subject to debt relief proceedings, enter into composition proceedings or similar debt relief arrangements, are declared bankrupt or enter into restructuring proceedings. If we are entitled to terminate these General Terms and Conditions and any Additional Terms or suspend or close your Zettle Account, you agree that this will also entitle us to terminate your PayPal Account (as defined in the Payment Terms and Conditions).

If your Zettle Account is suspended or closed or these General Terms and Conditions or Additional Terms are terminated (either by you or us) you agree: a) to continue to be bound by these General Terms and Conditions and any Additional Terms until any outstanding liabilities and obligations between you and us have been finally settled, b) to immediately cease your use of the Services, c) that the licence granted under these General Terms and Conditions and any Additional Terms will terminate, d) that

we may delete all of your information and account data stored on our servers, unless we are required to retain such information under applicable law, and e) that we will not be liable to you for compensation, reimbursement or damages in connection with the deletion of your information or account data.

We will not be liable to you for compensation, reimbursement or damages in connection with any termination of these General Terms and Conditions, any Additional Terms or closing or suspension of your Zettle Account. Any termination of these General Terms and Conditions, any Additional Terms or closure or suspension of your Zettle Account does not relieve you of your obligations under these General Terms and Conditions or any Additional Terms.

23. Amendments and changes

We have the right to amend, delete or add to these General Terms and Conditions and any Additional Terms and change, delete, discontinue or impose conditions on any feature or aspect of the Services at any time. We will give you 30 days' notice of any change, however always at least in accordance with mandatory law, in accordance with section 18 with the change taking effect once the 30 day notice period has passed, except that the 30 day notice period will not apply where a change is required by the Card Scheme Rules (as defined in the Payment Terms and Conditions) or applicable law or relates to the addition of a new service, extra functionality to the existing Services or any other change which we believe in our reasonable opinion to neither reduce your rights nor increase your responsibilities. Under such circumstances, the change will be made without prior notice to you and will be effective immediately.

If you do not accept any change, you must close your Zettle Account. If you do not object to a change by closing your Zettle Account within the 30 days' notice period, you will be deemed to have accepted it. While you may close your Zettle Account at any time and without charge, note that you may still be liable to us after you terminate these General Terms and Conditions or any Additional Terms for any liabilities you may have incurred and are responsible for prior to terminating these General Terms and Conditions or any Additional Terms.

24. Assignment

These General Terms and Conditions and any Additional Terms, and any rights and/or obligations thereunder, may not be transferred or assigned by you without our prior written consent, but may be transferred and assigned by us without your consent or other restrictions.

25. Applicable law and disputes

These General Terms and Conditions and any Additional Terms, and any dispute or claim arising out of or in connection with their subject matter (including non-

contractual disputes or claims) will be governed by and construed in accordance with the laws of Luxembourg.

Any dispute, controversy or claim arising out of or in connection with these General Terms and Conditions or any Additional Terms, or the breach, termination or invalidity thereof, will be submitted to the exclusive jurisdiction of the competent courts of Luxembourg City.

26. Entire agreement

These General Terms and Conditions and any applicable Additional Terms constitute the entire agreement between you and us with respect to the provision of the Services. In the event of a conflict between these General Terms and Conditions, any Additional Terms and any other agreement or policy, these General Terms and Conditions will prevail on the subject matter of these General Terms and Conditions and any applicable Additional Terms will prevail on the subject matter of such applicable Additional Terms unless otherwise set out in these General Terms and Conditions or Additional Terms, respectively. In the event of a conflict between these General Terms and Conditions and any other agreement or policy on a subject matter of more than one set of terms, agreement or policy, then the following order of interpretation shall apply: i) these General Terms and Conditions, ii) Additional Terms, and iii) any other agreement or policy, unless otherwise explicitly set out in any of these documents.

Except as expressly provided herein, these General Terms and Conditions and any applicable Additional Terms describe our entire liability to you and your exclusive remedies with respect to your access and use of the Services. If any provision of these General Terms and Conditions or any applicable Additional Terms (or portion thereof) is held to be invalid or unenforceable under applicable law, then it will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. The rights conferred upon us in these General Terms and Conditions and any applicable Additional Terms are not intended to be exclusive of each other or of any other rights and remedies we may have at law or in equity.

27. Force majeure

No party will be liable for delays in processing or other non-performance caused by such events as fires, telecommunications or internet failures, utility failures, power failures, equipment failures, employment strike, riots, war, terrorist attack, non-performance of vendors or suppliers or other causes over which the respective party has no reasonable control, except that this will not affect or excuse your liabilities and obligations under section 15.

Notwithstanding the foregoing, a party shall not be liable under these General Terms and Conditions or any applicable Additional Terms (or portion thereof) in cases of abnormal and unforeseeable circumstances beyond the control of such party to the extent the consequences of such circumstances would have been unavoidable, or where we are bound by other legal obligations covered by EU or national law.

28. Survival

Any provision that is reasonably necessary to accomplish or enforce the purpose of these General Terms and Conditions and any applicable Additional Terms will survive and remain in effect in accordance with its respective terms upon the termination of these General Terms and Conditions and any applicable Additional Terms.

PART 3 – Partner applications and additional services

29. Partner applications

Through your Zettle Account settings, you may give, remove and manage authorisations for certain third party service providers ("**Partners**") to take certain actions on your behalf by connecting to your Zettle Account, such as to access and retrieve your Zettle Account data. By authorising a third party software application (a "**Partner App**") to connect to your Zettle Account you are authorising and instructing us to permit the Partner App to take such actions as are permitted by your authorisations. A Partner App, once authorised, will continue to have access to your Zettle Account and be authorised to take such actions as are permitted by your authorisations until you actively withdraw your authorisation by changing the settings in your Zettle Account. You acknowledge that the access to your Zettle Account data by a Partner and the use of any service of a Partner is governed solely by the terms and conditions and policies of such Partner. You are solely responsible for your access to and use of Partner Apps and you are therefore advised to carefully read any terms and conditions and policies concerning your access to and use of Partner Apps. You acknowledge and agree that you will not hold us responsible for, and will indemnify us from, any liability arising from the actions or inactions of any Partners in connection with any authorisations you give.

30. Additional services and subscriptions

We (or other companies within the PayPal Group) may offer additional Zettle by PayPal branded services as part of the Services to you subject to you agreeing to the Additional Terms applicable to such additional services. Where you and we (or another company within the PayPal Group) agree on the provision of such Services, the Additional Terms governing such Services will apply between us (or such other company within the PayPal Group) and you in respect of such Services. To the extent provided for in the Additional Terms, these General Terms and Conditions will apply

in respect of such Services and such Services will be deemed included in the definition of “Services” in these General Terms and Conditions.

We (or another company within the PayPal group) may offer one or more of such Services as a subscription (“**Subscription**”). By signing up for a Subscription, you agree that these General Terms and Conditions will govern your access to, and use of the Services included in, the Subscription, in addition to any Additional Terms. A Subscription will automatically renew each month until you terminate it in accordance with these General Terms and Conditions or any Additional Terms.

By signing up for any additional Service or a Subscription, including after the end of a free trial period, you agree to pay either (i) us (on our own behalf being the provider of the additional service or Subscription, or on behalf of such other company within the PayPal group providing the additional service or Subscription), or (ii) such other company within the PayPal group providing the additional Zettle by PayPal branded services or the Subscription, the fees and any applicable taxes as set forth in our [Fee Schedule](#) and/or in your Zettle Account settings or as otherwise agreed in writing as and when due. Additional fees may be paid by debit card, credit card, invoice or deducted from your transaction proceeds, as applicable. If you connect a debit or credit card to your Zettle Account, you authorise us (or the applicable company within the PayPal group) to collect additional fees by charging your connected debit or credit card.

Monthly recurring fees are payable in advance. Unless otherwise provided in these General Terms and Conditions or any Additional terms, you will not be entitled to refunds of any fees already paid. In the event you terminate these General Terms and Conditions and/or Additional Terms in accordance with section 22, you will be entitled to use your Subscription until the next monthly fee is due to be paid.

31. Customer service

The customer service functionality (the “**Customer Service**”) enables you to independently, in connection with your customers paying at your point of sale or thereafter through an e-mail invitation, to collect your customer’s e-mail address and to subsequently store and process your customer’s email address in your Zettle Account (“**Customer Information**”). You may only use the Customer Information in order to contact your customers for marketing purposes, provided this is done in accordance with all applicable laws, rules and regulations and your privacy policy.

You are responsible for and warrant that you have the right, and have ensured you have an appropriate lawful basis in place, to be able to collect, store and process the Customer Information obtained through the use of the Customer Service. You are aware of and accept that you are solely responsible for the collection, storing and processing of the Customer Information.

You undertake to abide by our instructions, as amended from time to time, regarding the use of the Customer Service.