

TERMS AND CONDITIONS OF SUPPLY OF IZETTLE PRO

- 1 **Terms and Conditions of supply.** This page (together with our Privacy Policy) tells you information about us and the legal terms and conditions ("**Terms**") on which we provide you with access to iZettle PRO, related services and support (the "**Software**").

These Terms will apply to the provision of access to the Software. Please read these Terms carefully and make sure that you understand them, before signing up for the Software. Please note that before placing an order you will be asked to agree to these Terms. You may wish to print a copy of these Terms or save them to your computer for future reference. We may amend these Terms from time to time as set out in Clause 6. These Terms were most recently updated on 30 October 2017. These Terms are only in the English language.

- 2 **Information about us** The Software is provided by Intelligent Point of Sale (Sales) Limited ("**We**"), a wholly owned subsidiary of iZettle AB. We are a limited company, registered in Scotland under company number SC446117 and we have our registered office at Mainpoint, 102 Westport, Edinburgh, City of Edinburgh Scotland EH3 9DN. Our VAT number is GB 156 8937 58. You may contact us by telephoning our customer service team at 0800 404 5805 or by e-mailing us at help.pro@izettle.com. If you wish to give us formal notice of any matter in accordance with these Terms, please see Clause 11.
- 3 **Use of the iZettle website** Your use of the iZettle website is governed by iZettle's [Cookie Policy](#) and [Privacy Policy](#). Please take the time to read these, as they include important terms which apply to you.
- 4 **Your personal information** We only use your personal information in accordance with our [Privacy Policy](#), which specifically relates to the Software. Please take the time to read our [Privacy Policy](#), as it includes important terms which apply to you.

5 Entire agreement

- 5.1 You confirm that you have authority to bind any business on whose behalf you use our site to purchase the Software.
- 5.2 These Terms and any document expressly referred to in them constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 5.3 You acknowledge that when agreeing to these Terms you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.
- 5.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.
- 5.5 You warrant that you are not a 'consumer' as defined in the UK Consumer Protection (Distance Selling) Regulations 2000 or corresponding legislation applicable in your jurisdiction.

6 Changes to these Terms

We may amend these Terms from time to time. We will give you 30 days' notice of any change, however always at least in accordance with mandatory law 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 applicable law or relates to the addition of a new service, extra functionality to the existing Software 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.

7 Software

7.1 Subscription

- 7.1.1 You can subscribe to our Software by signing up on our site or through our application (our "App"), which you can download from the Apple AppStore.
- 7.1.2 Our sign up pages will guide you through the steps you need to create a subscription with us, which will allow you to access the Software (a "Subscription").
- 7.1.3 Our sign up process allows you to check and amend any errors before creating your Subscription and to choose the level of Subscription you require. Please take the time to read and check your details at each page of the sign up process.
- 7.1.4 You will be taken to a confirmation screen, acknowledging that you have created a Subscription.
- 7.1.5 Our acceptance of your Subscription is confirmed on payment of the first Subscription Fee in accordance with Clause 7.3.3. The Contract between us will only be formed when the Subscription is so confirmed.
- 7.1.6 Your Subscription will become active (allowing to access the Software) once the first Subscription Fee has been paid.

7.2 Prices

- 7.2.1 The applicable fees for the Subscription will be as quoted on our site at the time you finalise your Subscription (the "Subscription Fees").
- 7.2.2 The Subscription Fees exclude VAT. VAT will be charged in accordance with local VAT legislation. However, if the rate of VAT changes during the term of these Terms, we may adjust the VAT you pay on the Subscription Fees. If you are a VAT registered company purchasing the Subscription as an intra-community acquisition, you must submit your VAT registration number to us upon signing up for the Software (and apply the reverse charge mechanism where applicable). Should you have any questions regarding your VAT liability, please contact your local tax authority.
- 7.2.3 Prices may change from time to time and we will not reduce your Subscription Fees if prices are reduced after you have activated your Subscription.
- 7.2.4 If you wish to change the number of devices on which your Subscription can be used, we reserve the right to alter your recurring card payment or direct debit. We also reserve the right to alter the recurring payment amount if we discover that additional devices are in use and not being paid for. Unfortunately we are unable to provide confirmation of these changes.

7.3 Payment

- 7.3.1 You can pay for your Subscription using recurring card payments or via direct debit. Please be aware that we use third party companies for billing: Stripe for recurring card payments and Go Cardless for direct debits. If you would like further details about these companies, then please contact us on help.pro@izettle.com.
- 7.3.2 You can set up a payment for your subscription using our billing portal at <http://billing.intelligentpos.com/>.
- 7.3.3 The first Subscription Fee will be charged as soon as the payment method has been established and is payable in respect of the first month of your Subscription. Thereafter, Subscription Fees are payable monthly, in advance, and will be due on the monthly anniversary of the first Subscription Fee being paid.
- 7.3.4 If you fail to pay the Subscription Fee on the due date for payment we will send you an automated payment reminder.
- 7.3.5 If you fail to pay the Subscription Fee within 7 days of the due date for payment we will block access to your Subscription.
- 7.3.6 If you wish to change the number of devices on which your Subscription can be used, we reserve the right to alter your recurring card payment or direct debit. We also reserve the right to alter the

recurring payment amount if we discover that additional devices are in use and not being paid for.

7.4 **Free trial**

- 7.4.1 You can enjoy a free trial of our Software by signing up on our site or through our App.
- 7.4.2 Our sign up pages will guide you through the steps you need to create a free trial with us, which will allow you to access the Software for a period of 14 days (a "**Free Trial**").
- 7.4.3 You will be taken to a confirmation screen, acknowledging that you have created a Free Trial. Your Free Trial begins immediately.
- 7.4.4 During the course of your Free Trial, you will be sent regular email reminders to upgrade to a paid Subscription.
- 7.4.5 Your Free Trial will come to an end after 14 calendar days, unless you have upgraded to a Subscription. At the end of the Free Trial your access to the Software will cease.

7.5 **Down time**

All or part of your Subscription or a Free Trial may cease to be available during periods of necessary maintenance, repair or improvement. Wherever possible, we will use reasonable endeavours to give you not less than 48 hours' electronic notification of that down time.

7.6 **Your data**

- 7.6.1 When you start to use the Software, the Software will automatically store your trading data in the cloud, on servers that we maintain.
- 7.6.2 All trading data gathered through the Software and stored on our servers is owned by you. We will give you a full download of your data at any time during your Subscription, upon payment of a reasonable administration fee. We will do our best to inform you about such administration fee in advance.
- 7.6.3 We will use reasonable endeavours to retain your data for 7 days from the cancellation of your Subscription. During that period we will provide a download of your data, if requested to do so. After the 7 day period, your data will be removed from our servers and will be lost.

7.7 **Cancellation**

- 7.7.1 Please submit any cancellation via e-mail to help.pro@izettle.com, or call on our business phone at 08004045805.
- 7.7.2 E-mail cancellations must contain the following: First name, last name, and e-mail address. This information must be identical to the information originally submitted on your Subscription. Please provide contact information so that we may contact you if we have questions in regards to cancelling your Subscription.
- 7.7.3 You will not be entitled to a refund of the Subscription Fees paid as at the date of cancellation but shall be entitled to use your Subscription until the next Subscription Fee is due to be paid.

7.8 **License**

- 7.8.1 During the term of your Subscription and/or Free Trial, we grant you a non-exclusive, non-assignable licence to use the Software (the "**Licence**").
- 7.8.2 Use of the Software under the Licence shall:
 - 7.8.2.1 be restricted to use of the Software for your usual business purposes (which shall not include allowing the use of the Software by, or for the benefit of, any person other than your employees) and on the device(s) to which the Subscription relates; and
 - 7.8.2.2 mean:
 - 7.8.2.2.1 loading the Software into temporary memory or permanent storage on the relevant device(s) by downloading the Software from the App store; or

7.8.2.2.2 accessing your desktop (hosted on our cloud servers) from any device using a web browser.

7.8.3 You may not use the Software other than as specified in Clause 7.8.2.2 without our prior written consent, and you acknowledge that additional fees may be payable on any change of use approved by us.

7.8.4 Except as expressly stated in this Clause 7, or unless expressly allowed under mandatory laws in your jurisdiction you have no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part.

8 No warranty

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

8.2 Without limiting the foregoing, we do not warrant that the Software is accurate, reliable or correct, that the Software will meet your requirements, that the Software will be available at any particular time or location, uninterrupted or secure, that any defects or errors will be corrected, or that the Software is free from viruses or other harmful components. Any content or data downloaded or otherwise obtained through the use of the Software 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. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law.

9 Support

9.1 In the first instance, any issues with either Software or your Subscription should be raised using our remote support procedures. Full details of these procedures and how to contact us are available in the Support section of our site or through our App.

9.2 If you have an issue with Software which cannot be resolved using our remote support procedures, we may, at our sole discretion, decide that we need to visit your location to diagnose and/or remedy the issue (a "Call Out").

9.3 There will be no fee for a Call Out except where the Call Out constitutes Excluded Support or where Clause 9.5 applies. Any reasonable expenses incurred by us in making a Call Out will be charged to you and invoiced in accordance with the terms of Clause 9.6.

9.4 Where a Call Out or other support would constitute Excluded Support, before instructing any Call Out or support we will give you a quote, indicating the likely cost and applicable charges relating to that Call Out or support. We will instruct the Call Out or support only once you have accepted that quote in writing.

9.5 Notwithstanding Clause 9.3, our usual Call Out charges will apply and we will issue an invoice in terms of Clause 9.6 where a Call Out is made other than for Excluded Support and where, on arriving at your location, our technical staff find that you have:

9.5.1 not co-operated with our remote support procedures;

9.5.2 not followed any advice and instructions given by us via the remote support procedures; or

9.5.3 tampered with, altered or damaged the hardware on which the Software is used.

9.6 All fees and expenses payable for Call Outs or Excluded Support will be invoiced within seven days of the Call Out or provision of Excluded Support. All invoices are payable within seven days of the date of the invoice. In the event of non-payment we reserve the right to charge interest on a daily basis on the outstanding amount at 5% above the Bank of Scotland standard base rate and to de-activate your Subscription immediately and without notice until such time as all sums due to us are paid.

9.7 For the purposes of these Terms, "**Excluded Support**" shall mean any support provided or Call Out made to:

- 9.7.1 remedy issues caused by:
 - 9.7.1.1 negligence, abuse, malicious or wilful damage;
 - 9.7.1.2 accidental damage;
 - 9.7.1.3 fire, flood, earthquake, lightning strikes, acts of third parties, riots, acts of God, or any other extraordinary cause;
 - 9.7.1.4 damage caused by an unauthorised attempt to effect repair or maintenance of the Software;
 - 9.7.1.5 data generated by you; or
 - 9.7.1.6 you having made changes to the system, which have not been validated by us;
- 9.7.2 install or upgrade the Software, operating systems or hardware at your request;
- 9.7.3 provide training to you;
- 9.7.4 provide support for your untrained users which is, in our reasonable opinion, excessive; or
- 9.7.5 provide support for software other than the Software.

10 Our liability

- 10.1 We only give access to the Software for internal use by your business, and you agree not to use the Software for any resale purposes.
- 10.2 Nothing in these Terms limits or excludes our liability for:
 - 10.2.1 death or personal injury caused by our negligence; or
 - 10.2.2 fraud or fraudulent misrepresentation.
- 10.3 Subject to Clause 10.2, we will under no circumstances whatever be liable to you, whether in contract, delict, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
 - 10.3.1 any loss of profits, sales, business, or revenue;
 - 10.3.2 loss or corruption of data, information or software;
 - 10.3.3 loss of business opportunity;
 - 10.3.4 loss of anticipated savings;
 - 10.3.5 loss of goodwill; or
 - 10.3.6 any indirect or consequential loss.
- 10.4 Subject to Clause 10.2, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, delict or tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £10,000 in the aggregate.

11 Termination

- 11.1 We will be entitled to terminate these Terms with you immediately in the following events:
 - 11.1.1 any breach by you or by persons for whom you are responsible in law of these Terms;
 - 11.1.2 your failure to pay any sum due within seven days of the due date for payment;
 - 11.1.3 you becoming insolvent or bankrupt or suffering the appointment of a trustee in bankruptcy, or an administrator, receiver or liquidator; or
 - 11.1.4 any statement made in any application for use of the Services or any part thereof being in our opinion incorrect or misleading.
- 11.2 Either you or us may terminate the Subscription for any reason on 30 days notice in writing to the other in which case no refund of any Subscription Fees shall be due.

12 Events outside our control

- 12.1 In these terms an "**Event Outside Our Control**" means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 12.2 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Terms that is caused by an Event Outside Our Control.
- 12.3 If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms:
 - 12.3.1 we will contact you as soon as reasonably possible to notify you; and
 - 12.3.2 our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.
- 12.4 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us.

13 Intellectual property and confidentiality

- 13.1 All copyright and other intellectual property rights in or arising out of or in connection with the Software or our site are owned by us.
- 13.2 You shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to you by us, our employees, agents or subcontractors, and any other confidential information concerning our business, products and services which you may obtain. You shall only disclose such confidential information to those of your employees, agents and subcontractors who need to know it for the purpose of discharging your obligations under these Terms, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this Clause as though they were a party to these Terms.
- 13.3 You may also disclose such of our confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

14 Communications between us

- 14.1 When we refer, in these Terms, to "in writing", this will include e-mail or other written electronic or online communication method.
- 14.2 Any notice or other communication given by you to us, or by us to you, under or in connection with these Terms shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail.
- 14.3 A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or if sent by e-mail, on the Business Day of transmission.
- 14.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
- 14.5 The provisions of this Clause shall not apply to the service of any proceedings or other documents in any legal action.

15 Other terms

- 15.1 We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you by posting on this webpage if this happens.

- 15.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 15.3 These terms are an agreement between you and us. No other person shall have any rights to enforce any of its terms.
- 15.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 15.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 15.6 Any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Scotland.
- 15.7 We both irrevocably agree that the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).