

Effective Date: 27th February 2025

SCHEDULE 1

TERMS AND CONDITIONS

Prommt is a trading name of Little Pond Limited, a company registered under the laws of Ireland. Prommt is a cloud based platform which is licenced by merchants to enable them to send payment request links to their customers, to collect card and bank payments via a secure payment process.

DEFINITIONS

"Agreement" refers to these Terms and Conditions (including the Appendices) and the Prommt Service Agreement.

"Applicable Law" means all applicable laws, rules, regulations, mandatory directives, statutes, authorisations, permits, licences, notices, instructions, policies, measures of any relevant Regulator.

"Business Day" means a day that is not a Saturday or Sunday or a public holiday in the country where Prommt or the Client are located.

"Client" means the Client, the party to the Prommt Service Agreement.

"Client Partners" means the Client's partners and/or suppliers who may sell products or services in the Client's stores or via the Client's website.

"Confidential Information" means all information (in whatever form) in respect of the business of each of the Parties including but not limited to any ideas, business methods, prices, business, marketing or development plans, client details, computer systems, products, services, know-how and information concerning either Party's relationships with clients or potential clients, suppliers and the needs and requirements of the Parties and such persons; which is (in each case) provided or obtained by one Party to or for the other.

"Data Processing Agreement" means the data processing agreement entered into between the Parties in respect of the Services, if any, included at Appendix 2.

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in set-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, and all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or may subsist, now or in the future, in any territory.

"Network Operator" means any telecommunications or other messaging aggregator providing messaging capabilities for sending SMS, WhatsApp, eMail and any other messaging method to send a Payment Request.

"Open Banking Partner" means Prommt's partner or partners for licensed & regulated Account Information Services (AIS) and Payment Initiation Services (PIS).

"Party" each of Prommt and the Client, and together the **"Parties"**.

"Pay by Bank" refers to transactions processed for account to account payment initiation using Prommt's licensed Open Banking Partner.

"Payment Gateway" refers to a merchant services partner which authorises credit and debit card transactions for ecommerce.

"Payment Request" refers to any attempted transaction (regardless of whether paid or not), including any reminders, alerts associated with that transaction.

"Payment Request Credits" refers to any contracted volume bundle of Payment Requests purchased by the Client. Payment Request Credits will expire if not used after 12 months.

"Prommt" refers to Little Pond Limited T/A(DBA) Prommt, a company registered in Ireland (Company No. 521716).

"Prommt Service Agreement" refers to the service agreement entered into between the Client and Prommt.

"Regulator" means any public body having regulatory, enforcement and/or supervisory authority over all or any part of the Services.

"Services" as described in Clause 2 of the Terms and Conditions.

"Software" means Prommt's technology platform, including any software, programs, and other applications underlying the Services.

"Terms and Conditions" means these terms and conditions.

"Transaction" refers to any Payment Request that is successfully processed by the Prommt Service.

"Website" means the website www.Prommt.com. This website provides an online platform where payments can be made by the user to registered merchants.

Unless otherwise specified herein capitalised terms used and not defined in these Terms and Conditions shall have the meanings ascribed thereto in the Prommt Service Agreement.

1. INTRODUCTION

- 1.1. The Client wishes to use the Services and Software.
- 1.2. The Client wishes to use the Service and Prommt are willing to make the Services available to the Client subject to and in accordance with the Agreement.
- 1.3. The terms and conditions of the Agreement:
 - 1.3.1. are the only terms and conditions upon which Prommt are prepared to make the Services;
 - 1.3.2. shall govern the Client's use of the Services made available to the Client; and
 - 1.3.3. shall govern the Client's access to, and use of, the Services to the exclusion of all other terms and conditions.
- 1.4. For the avoidance of doubt, any reference to the Services in these Terms and Conditions shall be interpreted to include where the Services are made available to the Client except where expressly stated otherwise.
- 1.5. The Client acknowledges that it has read these Terms and Conditions, understands them and agrees to be bound by them. The Client's acceptance of the Terms and Conditions, entry into the Prommt Service Agreement or commencement of use of the Services constitutes the Client's acceptance of the Terms and Conditions. If the person agreeing to the Agreement is accepting on behalf of the Client, such individual represents that they have the authority to bind the Client and any applicable affiliates to the Terms and Conditions.

2. THE SERVICES

- 2.1. The Services shall operate as set out in the Prommt Service Agreement.
- 2.2. By entering into the Agreement, the Client shall be licensed to use the Prommt platform and use the Services and Software under the terms of the Agreement.
- 2.3. The Client Partners (if applicable) shall be entitled to use the Prommt platform, Services and Software on the terms set out in the Agreement as if they were parties hereto and the Client shall be responsible for the breach by such Client Partners, their agents or employees of any terms of the Agreement.

- 2.4. The Services enable the Client to do one or more of the following:
- 2.4.1. send and receive Email, SMS and/or other format messages;
 - 2.4.2. include links within such messages to payment completion forms that enable the Client's customers to make payments to the Client via a third party Card Payment Gateway. The Client will have its own agreement directly with the third party Card Payment Gateway. For the avoidance of doubt, the Services do not include the processing of any card payments. The Client and its chosen Card Payment Gateway are solely responsible for this and Prommt accept no liability in relation to any aspect of such payments.
 - 2.4.3. where applicable include links within such messages to payment completion forms that enable the Client's customers to make payments to the Client via Open Banking (Pay by Bank). Where Open Banking is required for the delivery of the Services the Client will need to complete the Open Banking Onboarding & KYC/KYB process. For the avoidance of doubt, Prommt accept no liability in relation to any Authorised Push Payment fraud. As per the Payment Services Regulator reimbursement model, this risk is borne 50:50 by the sending and receiving financial institutions.
 - 2.4.4. such service that Prommt make available to the Client during the term of the Agreement, as more particularly defined in the Prommt Service Agreement or as part of the Client's online registration.
- 2.5. Any such message and any other services that Prommt may make available to the Client, shall be referred to in these Terms and Conditions as a "Payment Request".
- 2.6. The Services shall be provided in accordance with the terms of the Agreement which the Client is deemed to accept and Applicable Laws. Any changes or amendments to term of the Agreement, including these Terms and Conditions, must be agreed to in writing by both Parties.
- 2.7. If at any time during the Term the Client requests that Prommt make available any additional component(s) as part of the Services or remove any component(s) from the Services and Prommt agree to such addition or removal in writing, from such relevant date:
- 2.7.1. references in the Agreement to the "Services" shall mean all or any component part(s) of the Service as altered; and
 - 2.7.2. the applicable fees shall be correspondingly altered as agreed between Prommt and the Client in writing.

- 2.8. If Prommt and the Client desire to include additional services under the Agreement, such services will be provided and charged in accordance with subsequent proposals, outlining the additional services to be provided and associated fees payable, signed by authorised representatives by both Parties and attached to the Prommt Service Agreement.
- 2.9. In consideration of the fees paid by the Client to Prommt, Prommt grants to the Client, a non-exclusive, non-transferable right, without the right to grant sub-licences, to use and receive the Services for the Term subject always to the provisions of the Agreement.
- 2.10. Prommt will make the Services available to the Client pursuant to the Agreement during the Term, solely for the Client's own business purposes.

3. TERM AND TERMINATION

- 3.1 The Client shall be entitled to terminate the Agreement with immediate effect on written notice to that effect within the 7 Business Day period from the Effective Date, as defined in the Prommt Service Agreement.
- 3.2 Prommt shall be entitled to terminate the Agreement with immediate effect if the Client:
 - 3.2.1 commits a material breach of any of the terms of the Agreement and (if such breach is remediable) fails to remedy that breach within 14 days of being notified in writing of that breach; or
 - 3.2.2 shall, in the reasonable opinion of Prommt, be unable to pay its debts or makes an arrangement or composition with its creditors or if a receiver, examiner or similar officer is appointed in respect of all or any part of its business or assets or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up or for the making of an examinership order (otherwise than for the purpose of an amalgamation or reconstruction); or
 - 3.2.3 has not paid the fees (or part thereof) or any additional charges in accordance with the Prommt Service Agreement.
- 3.3 Prommt shall be entitled to terminate the Agreement immediately on 30 days' written notice in the event that any relevant legislation or regulation is implemented or modified with the effect that it is no longer commercially viable or possible for Prommt to make the Services available.
- 3.4 The Client shall be entitled to terminate the Agreement with immediate effect if:
 - 3.4.1 Prommt commits a material breach of any of the terms of the Agreement and (if such breach is remediable) fails to remedy that breach within 14 days of being notified in writing of that breach; or
 - 3.4.2 any licence required for Prommt to operate the Services is revoked, terminated or modified or, in the case of new licence requirements being

imposed, the applicable licence: (i) is not granted to Prommt; or (ii) is granted to Prommt but in such a way as to prevent Prommt or any required or associated party from continuing to make the Services available; or

3.4.3 Prommt shall be unable to pay its debts within the meaning of Section 570 of the Companies Act 2014 (IRL) or makes an arrangement or composition with its creditors or if a receiver, examiner or similar officer is appointed in respect of all or any part of its business or assets or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up or for the making of an examinership order (otherwise than for the purpose of an amalgamation or reconstruction).

3.5 On termination of the Agreement the Client shall:

3.5.1 immediately cease to use the Services; and

3.5.2 immediately pay to Prommt all undisputed outstanding unpaid invoices; and

3.5.3 in relation to any Services provided but for which no invoice has issued Prommt shall submit an invoice which will become payable immediately by the Client on receipt; and

3.6 Termination does not affect any rights that have accrued to either Party under the Agreement up to the date of termination and those terms and conditions of the Agreement that are by their nature capable of surviving termination will continue in full force and effect following such termination.

4. PAYMENT FOR SERVICES

4.1 In consideration of Prommt's performance of the Services, the Client shall pay to Prommt all fees specified in the Prommt Service Agreement together with any additional fees if the Client exceeds the applicable limits specified in the Prommt Service Agreement.

4.2 Fees are payable in the currency specified in the Prommt Service Agreement and are based on Services purchased, regardless of usage. Payment obligations are non-cancellable and non-refundable (unless specified otherwise in the Prommt Service Agreement). All Services shall be deemed accepted upon execution of the Agreement, and the Services purchased cannot be decreased during the relevant Term unless agreed to by Prommt in advance in writing.

4.3 Unless otherwise specified in the Prommt Service Agreement fees for Services will be;

4.3.1 invoiced on entry into to the Prommt Service Agreement in advance of provision of the Services; and

- 4.3.2 calculated and invoiced monthly in arrears in respect of any applicable additional fees.
- 4.4 The Services shall not be provided until such time as the Client has discharged the initial fees set out in the Prommt Service Agreement.
- 4.5 Should Prommt's performance of its obligations under the Agreement be prevented or delayed by any act or omission of the Client, the Client Partners its agents, sub-contractors or employees, Prommt shall not be liable for any costs, expenses, losses or charges sustained or incurred by the Client arising directly or indirectly from such prevention or delay.
- 4.6 All prices are exclusive of VAT and similar taxes. All such taxes will be levied on the Client at the time of invoice. If the Client is required by law to make any deduction or withholding from the fees payable any such deduction will be the Client's sole responsibility and the fees payable to Prommt will not be reduced accordingly.
- 4.7 Unless otherwise agreed, all fees are payable immediately on receipt of invoice, and shall be considered overdue if payment has not been received by Prommt within 30 days. The Client's use of the Prommt service may be suspended until the Client's payment has been received.
- 4.8 The Client must inform Prommt within 10 Business Days from the invoice date of any discrepancies or errors on an invoice. If the Client does not, Prommt will assume that the Client accepts all information noted on Prommt's invoice. Refunds of fees are at the sole discretion of Prommt and shall only arise in circumstances where (as reasonably determined by Prommt) there has been an oversight or error in the fee charged by Prommt.
- 4.9 The Client agrees to pay all fees due to Prommt in respect of making the Service available to the Client and the Client's access to and use of the Services by the prescribed payment method and in accordance with the applicable payment plan and terms agreed between the Client and Prommt and detailed in the Prommt Service Agreement.
- 4.10 Each time any given Payment Request or Transaction falls outside of the plan set out in the Prommt Service Agreement, the Client will incur a corresponding fee. Alternatively, the Client may wish to pre-purchase Payment Request Credits or Transaction Credits for each month of the Agreement or such other period as is agreed between the Client and Prommt, in which case Prommt will allocate to the Client a corresponding number of credits for that period. Each Payment Request that the Client initiates (or Transaction that is processed) using the Services will therefore reduce the value of the credits available to the Client by 1 corresponding unit (subject to any variation thereof).
- 4.11 Any Transactions that the Client conducts in a period over and above its allocation of plan or pre-purchased Transaction Credits shall be additionally charged by Prommt at the applicable individual transaction tariff rate as outlined in the Prommt Service Agreement (subject to any variation thereof by

agreement in writing between the Parties). Any such additional fees will be invoiced to the Client by Prommt at the end of the month in which they arise.

- 4.12 If the Client fails to make any undisputed payment due to Prommt under the Agreement by the due date for such payment, then, without limiting the remedies available to Prommt the Client shall pay interest (compounded daily) on the overdue amount at the rate of 5% per annum. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. Payment made by the Client shall be applied first to the reduction or discharge of interest accrued in favour of Prommt, then in reduction or discharge of the outstanding fees payable for the Services, thereafter to any other amounts due by the Client to Prommt.

5. AVAILABILITY AND INTERRUPTION OF THE SERVICE

- 5.1. Some or all elements of the Service may be accessed via a web application or via an API service, as described on the Website.

- 5.2. Prommt will make the Service available to the Client in accordance with the terms of the Agreement. The Client acknowledges and agrees that the availability of the Services, the Client's ability to access and/or use the Services and the conducting of any given Transaction may depend upon factors beyond Prommt's reasonable control, including (but not limited to):

5.2.1. third party factors limiting the operation of the Service and/or preventing Payment Requests from being successfully conducted such as, by way of example, geographical or topographical shortcomings in the network of any Network Operator, network capacity, physical obstructions or atmospheric conditions; or

5.2.2. third party factors preventing end-users from receiving messages, such as, by way of example, anti-spam filters; or

5.2.3. any shortcomings or service availability of any nature whatsoever in the platform, systems and any other relevant services provided by a Payment Gateway and/or the Open Banking network (if applicable).

- 5.3. Prommt therefore do not guarantee:

5.3.1. that the Service will be available to the Client at all times or free from faults or interruptions;

- 5.4. Notwithstanding Clauses 5.2 and 5.3, Prommt warrants that:

5.4.1. it will use its best endeavours to maintain all necessary licences, consents, and permissions necessary for the performance of Prommt's obligations under the Agreement;

- 5.4.2. it and the Services are PCI Compliant and certified as such by an independent third-party, such accreditation or reasonable equivalent to be maintained through the Term;
- 5.4.3. it shall take all reasonable steps not to introduce any viruses, known vulnerabilities or latent vulnerabilities into the Client's network and information systems via the Services or otherwise.
- 5.5. Prommt may, at its sole discretion, alter or improve the Services Prommt provides to the Client at any time, provided that any such alteration is in accordance with Clause 15 and does not materially affect the nature or detract from the functionality of the Services.
- 5.6. It may be necessary from time to time for Prommt to suspend the Service that it provides to the Client for routine or emergency maintenance and/or repairs. Prommt will, in so far as it is reasonably possible, provide the Client with a reasonable period of notice prior to any such suspension. Where routine maintenance and/or repairs are concerned, Prommt will give notice as per Clause 5 of the Service Level Agreement.
- 5.7. Prommt may at its sole discretion suspend the Client's access to the Services and/or cease to allow any Payment Requests be conducted by the Client if:
 - 5.7.1. the Client is in material breach of the Agreement and/or any applicable codes of practice, guidelines, rulings or regulations of any Regulator, including national telecommunications regulatory authority or other competent body or authority, relating to the Service that may be introduced or made from time to time during the continuation of the Agreement and with which the Client must comply or to which the Client have agreed to be bound ("Codes");
 - 5.7.2. the Client is doing or has done anything unlawful in the course of using or relating to the Client's use of the Service;
 - 5.7.3. a Network Operator, Payment Gateway, or a Regulator requires it, following reasonable notice if possible; or

Where Prommt suspends the Client's access to the Services and/or cease to allow any Payment Requests be conducted by the Client, Prommt shall include in the written notice sufficient detail regarding the cause for suspension, the remediation required and details regarding a Prommt contact to direct questions or correspondence to in relation to the suspension. Prommt shall engage with Client to find a reasonable solution to restore access to the Services as soon as possible.

- 5.8. Prommt shall provide the Services in compliance with Applicable Law relevant to Prommt and Prommt's own delivery of the Services.
- 5.9. Prommt expressly reserves the right to deny, cancel, terminate, suspend, lock, or modify access to the Services for any reason (as determined by Prommt in its sole and absolute discretion), including but not limited to the following: (i) to protect the integrity and stability of the Services, (ii) to assist with fraud and abuse detection and prevention efforts, (iii) to comply with court orders, (iv) to comply with any laws, rules and regulations, (v) to comply with requests of law enforcement (vi) to comply with any dispute resolution process, (vii) to defend any legal action or threatened legal action without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit, (viii) to avoid any civil or criminal liability on the part of Prommt, its officers, directors, employees and agents, as well as any affiliates of Prommt, including, but not limited to, instances where the Client has issued legal proceedings or threatened to issue legal proceedings involving Prommt, or (ix) to respond to an excessive amount of complaints related in any way to the Client's use of the Services.

Where Prommt exercises such right and the factors resulting in the exercise of such right are not directly attributable to or related to Client, Prommt shall do so in accordance with Clause 15 and refund to Client any pre-paid fees for Services not rendered or provide a credit to make Client whole during the period of time Services were unavailable, at Client's election. Prior to Prommt exercising any such right provided for in this clause (or as soon as reasonably practical in the event Prommt is prohibited from providing advance notice), Prommt shall provide Client written notice of the action it will take and provide Client sufficient details regarding restoration of Service availability or reasons for cancellation/termination of Services and the effective date of such action.

- 5.10. Availability of the Services is strictly subject to compliance with any and all applicable country export control and trade sanctions laws, rules and regulations.

6. FREEDOM OF INFORMATION

- 6.1. Prommt acknowledge that certain public bodies are subject to the Freedom of Information Act 2014. If the Client is a public body then Prommt will assist and cooperate with the Client (at the Client's expense) to enable the Client to comply with any information disclosure requirements.
- 6.2. Prommt will, at its sole discretion, and without liability determine whether any of the information requested by the Client is confidential, commercially sensitive and/or exempt from disclosure under the Freedom of Information Act 2014.

7. CONFIDENTIALITY AND DATA PROTECTION

- 7.1. Each Party (the **"Receiving Party"**) agrees with the other (the **"Disclosing Party"**):
 - 7.1.1. to keep the Disclosing Party's Confidential Information confidential;
 - 7.1.2. not to access or use the Disclosing Party's Confidential Information save for complying with its obligations under the Agreement; and
 - 7.1.3. not to disclose the Disclosing Party's Confidential Information to a third party other than to the Receiving Party's employees and its professional advisers who need to know and are under a similar duty to protect Confidential Information.
- 7.2. The Receiving Party shall take reasonable steps to protect the Confidential Information of the Disclosing Party from unauthorised disclosure and agrees that these steps shall, in any event, be no less than the steps which the Receiving Party would take to prevent the unauthorised disclosure of its own Confidential Information of a similar nature.
- 7.3. The Client shall within ninety (90) days of receipt of Prommt's written request (including after termination of the Agreement and, if further requested, certify in writing signed by an authorised representative that it has done the same):
 - 7.3.1. expunge all Confidential Information of Prommt from any computer or other similar device in which it is stored and if this is not reasonably practicable then the Client shall make that Confidential Information inaccessible and irretrievable to standard users of such computers or other similar devices); and
 - 7.3.2. destroy all hard copies of notes, analyses or memoranda containing Prommt's Confidential Information; and
- 7.4. The restrictions contained in Clause 7.1 shall survive termination of the Agreement but shall cease to apply to information or knowledge which:
 - 7.4.1. has become public knowledge otherwise than through any unauthorised disclosure or other breach of the Agreement by the Receiving Party;
 - 7.4.2. the Disclosing Party has consented in writing to being disclosed by the Receiving Party;
 - 7.4.3. is or has been independently developed by the Receiving Party without reference to or use of the Confidential Information; or
 - 7.4.4. is necessarily disclosed by the Receiving Party pursuant to a statutory or regulatory obligation, but then only to the extent of such required disclosure and save that the Receiving Party shall, to the extent it is

lawful to do so, give prompt notice to the Disclosing Party of any such potential disclosure and allow the Disclosing Party a reasonable opportunity to limit such disclosure.

- 7.5. The Client will at all times keep confidential all information acquired as a consequence of the Agreement in respect of Prommt, the Services or any Network Operator or Payment Gateway, except for information already in the public domain or information which the Client is required to disclose by law.
- 7.6. Each of the Parties will comply with all applicable Data Protection laws and regulations relevant to the processing of any personal data, including the mobile telephone numbers and email addresses of the Client's end-users who will be sent SMS, email and other format messages as a consequence of making the Service available to the Client (such personal data referred hereto collectively as "End-User Data" and which shall include Client Partners' personal data (if applicable) processed by Prommt as part of the Services), and the terms of any Data Processing Agreement entered into between the Parties. In respect of the End-User Data the Client appoints Prommt as a data processor (processing data on behalf of a controller) and Prommt agrees to act only on and in accordance with the Client's reasonable instructions in relation to the End-User Data and at all times to comply with obligations equivalent to those imposed on a Data Processor under the relevant Data Protection laws and regulations which apply to the Client's business. Prommt shall not process any End-User Data outside of the European Economic Area without the Client's prior written consent or unless required to do so to carry out the Services. Prommt shall not disclose End-User Data to any third-party consultant or professional advisor other than where the disclosure is required for Prommt to be able to provide the services hereunder or to comply with legal obligations and subject always to Prommt entering or already having in place written contracts with the third-party recipient of the End-User Data with terms no less stringent than the terms of the Agreement.
- 7.7. Prommt will treat the Client's End-User Data and Client Partners (if applicable) End-User Data as confidential and pursuant to the terms of any such Data Processing Agreement (DPA) entered into between the Parties. Prommt will not disclose it to any third-party or use or copy any part of it except for the purposes of making the Service available to the Client and providing any technical support required. Prommt will make no further use of the Client's End-User Data without its specific authorisation.

8. PCI COMPLIANCE

Prommt will maintain PCI Level 1 certification (highest level of PCI certification). Prommt are responsible for the security of cardholder or bank data that Prommt possess or otherwise store, process or transmit on behalf of the Client's customers, or to the extent that Prommt could impact the security of the Client's customer's cardholder or bank data environment.

9. SUPPORT

9.1 Prommt shall provide the Client with the applicable support services as provided for in the Service Level Agreement appended to these Terms and Conditions at Appendix 1 (the "**Service Level Agreement**").

9.2 The Client acknowledges the Service Level Agreement may evolve over time, subject to agreement between the Parties. Prommt may implement changes to the Service Level Agreement, provided same do not reduce Prommt's overall agreed performance targets and following written agreement from the Client. Minor changes (such as but not limited to changes in processes, setting up tracking tools) will be notified to the Client as soon as reasonably practicable after such change has been effected.

10. CREDIT STATUS

10.1.

Prommt reserve the right to at any time (whether prior to making the Services available to the Client, throughout the term of the Agreement or otherwise): (i) undertake credit reference checks on the Client; and/or (ii) ask the Client to produce bank, credit and/or other business references in appropriate circumstances.

11. MARKETING

11.1. neither Party shall make use of the other Party's name, trademarks, Intellectual property nor any information acquired through its dealings with the other Party for publicity or marketing purposes without the prior written consent of the other Party. Without limitation to the foregoing, no press release and/or any blog entry will be made regarding the terms of the Agreement.

11.2. The Client shall have no rights, other than those specifically provided for in the Agreement, in respect of the Services (including with respect to functionality, content, text, graphics, logos and icons) and the Software and other material underlying or forming part of the Services.

12. THE CLIENT'S LIABILITIES AND OBLIGATIONS

12.1. The Client warrants that it will not:

12.1.1. use the Services or permit the Services to be used to send messages to any end-user for marketing or any other non-commercial purposes without that end-user's explicit request for or prior consent to receiving them;

12.1.2. use the Services or permit the Services to be used to convey messages to any end user, the frequency and number of which is excessive in Prommt's reasonable opinion;

- 12.1.3. use the Services or permit the Services to be used for any improper, fraudulent, immoral, offensive, threatening, obscene or unlawful purpose;
 - 12.1.4. use the Services or permit the Services to be used in a manner that infringes the Intellectual Property Rights or any other proprietary rights of any third-party;
 - 12.1.5. use the Services or permit the Services to be used in a manner that may injure or damage any person or property or continue to use the Services or permit the Services to be used in a manner notified by Prommt to You which causes the quality of the Service to be impaired; or
 - 12.1.6. use the Services to engage in any activities that would otherwise create any liability for Prommt or its affiliates.
- 12.2. The Client will at all times:
- 12.2.1. comply with and observe Applicable Law, regulations and Codes and any directions, recommendations and decisions of any Regulator;
 - 12.2.2. incorporate in their client facing terms and conditions any terms required by Prommt as necessary to carry out the Services;
 - 12.2.3. not act in any manner likely to bring Prommt, the Service or any Network Operator or Payment Gateway into disrepute;
 - 12.2.4. be liable for any resultant fines and penalties arising from the Client's failure to comply with the Agreement; and
 - 12.2.5. use all reasonable efforts to prevent any unauthorised access to the Services, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify Prommt in writing.
- 12.3 The Client warrants that it shall not:
- 12.3.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software, documentation, intellectual property or Services (as applicable) in any form or media or by any means;
 - 12.3.1 attempt to de-compile, reverse compile, disassemble, reverse engineer, or otherwise reduce to human or perceivable form all or any part of the Software, documentation, intellectual property or Services;

- 12.3.2 access all or any part of the Services and related documentation in order to build a product or service which competes with the Software, Services and/or business of Prommt;
 - 12.3.3 except as set out in the Agreement use the Software or Services to provide services to third parties;
 - 12.3.4 licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software or Services available to any third party,
 - 12.3.5 attempt to obtain, or assist third parties in obtaining, access to the Software or Services;
 - 12.3.6 sublicense, lease, rent, assign, distribute, repackage, rebrand, or otherwise transfer or disclose the Software or Services or any other Intellectual Property Rights of Prommt, any portion thereof or any documentation to any third-party;
 - 12.3.7 cause, assist or permit any third-party (including an end-user) to do any of the foregoing;
 - 12.3.8 develop any product with functionality comparable to the Software or Services using or referencing Prommt proprietary information; or
 - 12.3.9 knowingly introduce or permit the introduction of any Virus into Prommt's network and information systems.
- 12.4 The rights provided under the Agreement are granted to the Client only, and shall not be considered granted to any affiliate of the Client or any other person or entity. The Client shall be responsible for ensuring its Client Partners, employees or agents in using the Service comply with the terms of the Agreement.
- 12.5 The Client may not use any information provided by Prommt to create any software whose expression is substantially similar to the technology and/or Software and Services or business carried out or provided by Prommt nor use such information in any manner which would be restricted by any copyright subsisting in it.
- 12.6 The Client will, upon written request, provide Prommt or any Network Operator, Payment Gateway or Regulator with any information relating to or required for the Client's use of the Service that the requesting party or Prommt reasonably requires. The Client is responsible for ensuring that any information relating to the Client's end-users, including (but not limited to) the Client's End-User Data, is accurate and complete.

- 12.7 Prommt may at Prommt's sole discretion, cease to convey, and the Client will promptly cease to transmit at Prommt's request, any message which would be in breach of the terms of the Agreement.
- 12.8 The Client will not acquire any title or other proprietary right to any intellectual property, including (but not limited to) any patents, know-how, registered or unregistered trademarks, design rights or copyright, relating to the Services or Software, nor will the Client cause or knowingly permit anything to be done which may in any way damage or endanger any such intellectual property. The Client will notify Prommt of any suspected infringement of Prommt's intellectual property of which the Client becomes aware and will take all reasonable action as Prommt may direct in relation to that suspected infringement where such is directly and specifically related to the services Prommt provide to the Client.
- 12.9 The Client warrants that it is the sole owner or licensor of all rights in its End-User Data or the Client has obtained all necessary rights, licences and consents from all relevant third parties to enable the Client, Prommt and Prommt's sub-contractors to use the End-User Data for the purposes of the Agreement.
- 12.10 The Client agrees to indemnify and hold Prommt, its affiliates, officers, agents, employees and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including legal fees) arising from or in any way related to any third-party claims relating to (a) the Client's use of the Services (including any actions taken by a third-party using the Client's account), and (b) the Client's violation of the Agreement. In the event of such a claim, suit, or action, Prommt will attempt to provide notice of the claim, suit, or action to the contact information Prommt have for the Client (provided that failure to deliver such notice shall not eliminate or reduce the Client's indemnification obligations hereunder).
- 12.11 The Client:
- 12.11.1 shall reasonably cooperate with Prommt in all relevant matters relating to the Services;
- 12.11.2 shall obtain and maintain all necessary licences and consents, including those of the relevant Regulator, where the Client is the Regulated Entity and comply with all Applicable Law as required of it to enable Prommt to provide the Services as contemplated by the Agreement;
- 12.11.3 warrants, where it is a regulated entity, that it is authorised by its Regulator, and that for the purposes of the Services, the Services shall comply with the terms of its authorisation; and
- 12.11.4 shall notify Prommt, as soon as reasonably practical, and in any case

within ten (10) Business Days, if it becomes aware of any unauthorized use of the Services by any person.

- 12.12 Where required for Prommt's compliance with Applicable Law and subject to Prommt providing the Client ten (10) Business Days' notice in writing, the Client shall permit Prommt to inspect and have reasonable access to any Client premises and have access to any records kept in connection with the Agreement, for the purposes of ensuring that the Client is complying with the terms of the Agreement, any such audit is to take place at reasonable times and with minimal disruption to the Client's day to day operations.
- 12.13 The Client shall co-operate fully with any Regulator or law enforcement agency who requires access to a Client's Confidential Information or access to premises or personnel for regulatory reasons, with or without notice.
- 12.14 The Client is exclusively responsible for the supervision, management, backup, security, and control of all aspects of the Client's information technology systems.

13 LIABILITY OF PROMMT

- 13.1 Prommt confirms that the Client can use the Service in accordance with the terms of the Agreement, that Prommt has all rights in relation to the Services that are necessary to grant all the rights granted pursuant to the Agreement and that use of the Service will not infringe any third party's intellectual property rights.
- 13.2 Nothing in the Agreement will in any way exclude or limit either Party's liability for death or personal injury caused by its negligence, for fraudulent misrepresentation or concealment or for breach of data protection obligations herein or for any other liability that cannot be excluded or limited at law.
- 13.3 Prommt will not be in any way liable to the Client for any liabilities, losses, damages, costs and/or expenses incurred or suffered by the Client as a result of the Client's use of the Service, except to the extent that such liabilities, losses, damages, costs and expenses result from breach of the Agreement, the Data Processing Agreement entered into (if any) between the Parties, Prommt's gross negligence or wilful misconduct.
- 13.4 Prommt will not be in any way liable for the content of any messages sent or transmitted using the Services or for any use of the Services by the Client nor will Prommt be in any way liable for any failure to make the Services available to the Client to the extent that such failure results from a technical or other failure on the part of any Network Operator, Payment Gateway or any other event which is beyond Prommt's reasonable control.
- 13.5 To the fullest extent allowed by Applicable Law, under no circumstances and under no legal basis (including, without limitation, tort, (including negligence)

contract, breach of statutory duty, strict liability, or otherwise) shall Prommt (or its licensors or suppliers) be liable to the Client or to any other person for (a) any damages (even if foreseeable) resulting from the Client's selection, or use of, or inability to use, or the suitability of the Services, and any use by the Client, or reliance by the Client on, of the information, content, items and experiences provided via the Services, including any indirect, special, incidental, exemplary, punitive, or consequential damages of any kind, including damages for loss of profits, sales, business, or revenue, loss of goodwill business opportunity, goodwill or reputation or anticipated savings, work stoppage, accuracy of results, or computer failure or malfunction.

- 13.6 Prommt neither assumes, nor does it authorise any person or entity to assume on its behalf, any other liability in connection with the provision of the Services to include in respect of any services provided by third parties in conjunction with the Services.
- 13.7 Prommt's aggregate liability to the Client in contract, tort, negligence or otherwise arising under or in connection with the Agreement shall be limited to **3 times** the total fees paid by the Client under the Agreement in the preceding 12-month period.
- 13.8 Each of the Parties acknowledges that neither Prommt nor the Client have entered into the Agreement on the basis of or in reliance upon any representation (save for any representation made fraudulently or recklessly), warranty or other term except as otherwise expressly provided in the Agreement and, as such, all conditions, warranties and other terms implied by statute, common law or otherwise are hereby excluded to the greatest extent permitted by law.
- 13.9 The limitations of liability provided in the Agreement inure to the benefit of Prommt, its shareholders, affiliates and to all of its respective officers, directors, employees, attorneys and agents and, in each case, liability is limited to the fullest extent permitted by law.
- 13.10 Prommt does not act as the Client's agent and shall have no liability whatsoever to the Client or any other person in respect of the Client's use of the Services.
- 13.11 Prommt will not be liable under the Agreement for the following:
 - 13.11.1 any failure to perform its obligations where such failure is attributable to a telecommunications provider;
 - 13.11.2 Force Majeure or Relief Event as defined in the Agreement;
 - 13.11.3 any failure to perform its obligations caused by material or information or data provided by the Client; and

13.11.4 any acts or omissions of the Client in breach of the Agreement.

13.12 Each Party shall mitigate its loss, including in relation to indemnities, and nothing in the Agreement shall act to reduce or affect such duty to mitigate.

13.13 Neither Party shall have any liability to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement for any indirect, incidental, special, or consequential loss, reliance or cover damages, including loss of or damage to goodwill, or damages for loss of profits, revenue, agreements or contracts or anticipated savings incurred by the other party or any third party, even if the other party or any other person has been advised of the possibility of such damages.

14 **DISCLAIMER OF WARRANTIES**

14.1 The Client expressly acknowledges and agrees that:

14.1.1 The Client's use of the Service is at its sole risk. The Service is provided on an "as is" and "as available" basis. Prommt and its licensors expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement;

14.1.2 Prommt and its licensors make no warranty that (i) the Services will meet the Client's requirements, (ii) the Services will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Services will be accurate or reliable, (iv) the quality of any information or other material obtained by the Client through the Service will meet its expectations, or (v) that any errors in any software associated with the Service will be corrected;

14.1.3 any material downloaded or otherwise obtained through the Services is done at the Client's own discretion and risk, and the Client will be solely responsible for any damage to the Client's computer system or loss of data that results from the download of any such material, except where Prommt have been negligent or are otherwise in breach of the Agreement; and

14.1.4 no advice or information, whether oral or written, obtained by the Client from Prommt or through or from the Service shall create any warranty not expressly stated in the Agreement.

15 **CHANGE CONTROL**

15.1 Prommt may make changes to the scope and functionality of the Services ("**Change**") at its discretion, with written advance notice to the Client, subject to the following;

15.1.1 where such Change does not diminish or degrade the functionality of the Services available to the Client nor requires the Client to make any changes to its use of the Services, its own systems or processes to accommodate such a Change, and such Change is at no increased fee or cost to Client, Prommt shall notify the Client of such Change at least ten (10) Business Days prior to such Change going into effect;

15.1.2 where such Change fundamentally alters the functionality of the Services available to the Client and/or requires the Client to make changes to its own systems or processes to accommodate such a Change, or such Change includes a change to fees or costs incurred by Client, Prommt shall notify the Client at least thirty (30) Business Days before implementing such a Change; and

15.1.3 Prommt may propose any change to the Services by providing Client advanced written notice. If the Client wishes in principle to explore the Change, the Parties shall agree to the Change in writing via an amendment to the Service Agreement and shall address, to what extent, each Party covers the cost of implementing the Change. If and when such agreement is reached, Prommt shall implement the Change accordingly.

15.2 In the event of a Change under 15.1.1 or 15.1.2, Prommt's notice to Client should describe, with sufficient detail, the business objective of the change, the desired additional functionality or change in Services or functionality, and Client will have sufficient time to accept or reject the Change, at Client's discretion, provided that for changes under clause 15.1.1, Client's continued use of the Services can be deemed acceptance of the Change and for changes under clause 15.1.2, Changes shall not be deemed accepted until the Parties both agree and execute an amendment to the applicable Services Agreement detailing the applicable Change and fees (if any).

16 **FORCE MAJEURE AND RELIEF EVENT**

16.1 Save for fee payment obligations under the Agreement, neither Party will be liable for any delay in the performance of or any failure to perform any of its obligations under the Agreement that is caused by any event or circumstance which is beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of necessary telecommunications, data communications and/or computer services, power supply failures or shortages, acts or omissions of third parties (including, but not limited to, Network Operators and Payment Gateways), acts of government or Regulators or telecommunications network congestion.

16.2 If and to the extent Prommt is prevented from performing its obligations under the Agreement (including without limitation an obligation as to time of performance) by any act or omission of the Client, its agents, subcontractors, consultants or employees (a "**Relief Event**"), then without prejudice to the Client's obligation to pay the fees, the Client shall not be liable for any failure to perform such obligations to the extent performance of such obligations is impeded by such Relief Events.

17 **REGISTRATION OF USERS**

17.1 Each registration is for a single user only. Prommt do not permit the Client to share its user-name and password with any other person nor with multiple users on a network.

17.2 To commence use of the Services the Client must first complete the registration process through the Website or assisted in same by Prommt onboarding team.

17.3 Client users are required to sign up for a user account by providing all information required by Prommt in order to access or use the Services, which includes providing the relevant corporate contact information. The Client and its users are required to provide true, accurate, current and complete information as prompted by the sign-up process and maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete.

17.4 If the Client or any of its users provides any material information that is untrue, inaccurate, outdated, or incomplete, or if Prommt has reasonable grounds to suspect that such material information is untrue, inaccurate, outdated, or incomplete, Prommt shall provide Client notice and permit Client to update or correct the information; where Client fails to take such remediation steps as necessary, Prommt may terminate a user account and refuse current or future use of any or all of the Services by such user.

17.5 Responsibility for the security of an account and any passwords issued rests with the Client, its employees and agents and Prommt will not be liable for any loss or damage from the Client's failure to comply with such security obligation. If a password is lost, stolen or otherwise compromised, the Client shall promptly notify Prommt, whereupon Prommt shall suspend access to the account by use of such password and issue a replacement password to the Client. Prommt will not be liable for any loss a party may incur as a result of someone else using the Client's password or account, either with or without the Client's knowledge. The Client shall be liable for losses incurred by Prommt or any other party due to someone else using the Client's account or

password. If Prommt terminates the Client's use of the Services, it may, at its own option, remove and destroy data and files stored by Prommt on the Client's behalf. Prommt has no obligation to monitor the Client's use of the Services but reserves the right in its sole discretion to do so.

18 **DISCLAIMER**

Other than any service the Client decides to accept on separate terms and conditions from Prommt, the material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, Prommt provide the Website on the basis that Prommt excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms of use might have effect in relation to the Website.

19 **INTELLECTUAL PROPERTY RIGHTS**

- 19.1 The Client acknowledges that all Intellectual Property Rights in the Services and Software belong and shall belong to Prommt or the relevant third-party owners (as the case may be), and the Client shall have no rights under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation other than the right to use them in accordance with the terms of the Agreement.
- 19.2 Prommt warrants that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Agreement.
- 19.3 Prommt shall indemnify, defend and hold harmless the Client from and against any claims or actions brought against the Client alleging that the possession or use of the Services in accordance with the terms of the Agreement infringes the Intellectual Property Rights of a third party (each a "**Claim**") and in respect of any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Client as a result of or in connection with any such Claim. This Clause 19.3 shall not apply where the Claim in question is attributable to use of the Services (or any part thereof) by the Client other than in accordance with the terms of the Agreement. The limitation of liability under Clause 13.7 shall not exclude or limit the obligation of Prommt to indemnify, defend and hold harmless the Client pursuant to this Clause 19.3.
- 19.4 If any third party makes a Claim, or notifies an intention to make a Claim against the Client, the Client shall:

- 19.4.1 as soon as reasonably practicable, give written notice of the Claim to Prommt, specifying the nature of the Claim in reasonable detail;
 - 19.4.2 not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of Prommt;
 - 19.4.3 give Prommt and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Client, so as to enable Prommt and its professional advisers to examine them and to take copies (at Prommt's expense) for the purpose of assessing the Claim; and
 - 19.4.4 take such action (at Prommt's reasonable expense) as Prommt may reasonably request to avoid, dispute, compromise or defend the Claim.
- 19.5 If any Claim is made, or in Prommt's reasonable opinion is likely to be made, against the Client, Prommt may at its sole option and expense:
- 19.5.1 procure for the Client the right to continue to use the Services (or the relevant part thereof) in accordance with the terms of the Agreement;
 - 19.5.2 modify the Services (as applicable) so that it or they cease to be infringing without diminution in performance or functionality;
 - 19.5.3 update the Services with non-infringing services without diminution in performance or functionality; or
 - 19.5.4 terminate the Agreement immediately by notice in writing to the Client provided that if Prommt modifies or replaces the Services the modified or replacement Services must comply with the requirements set out in the Agreement, and the Client shall have the same rights in respect thereof as it would have had under those clauses had the references to the date of the Agreement been references to the date on which such modification or replacement was made.
- 19.6 This Clause 19.6 constitutes the Client's exclusive remedy and Prommt's only liability in respect of Claims.

20 ENTIRE AGREEMENT

The Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements, arrangements, representations and understandings between the parties relating to the subject matter of the Agreement, provided that Prommt may, from time to time make a change to any terms of the

Agreement to take account of a change in the law, in which case Prommt will, wherever possible, notify the Client in advance of any such change;

21 **GENERAL**

- 21.1 Nothing in the Agreement will be deemed to constitute a partnership or joint venture between the Parties or constitute any Party the agent of the other Party, or authorise any of the Parties to act as agent for the other, and none of the Parties shall have the authority to act in the name or on behalf of or otherwise to bind any of the other Parties in any way.
- 21.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other party.
- 21.3 The Client may not assign, transfer or otherwise dispose of or purport to do any of the foregoing in respect of all or any of its rights or obligations under the Agreement to any person or permit the assumption of its obligations under the Agreement without the prior consent of Prommt, such consent not to be unreasonably withheld or delayed.
- 21.4 Prommt may at any time sub-contract its obligations under the Agreement to any third party and it may assign all or some of its rights and obligations under the Agreement to an affiliate entity provided that it gives prior written notice of such subcontract or assignment to the Client. Prommt shall be and remain liable for the acts and omissions of its subcontractors.
- 21.5 The Client shall not, without the prior written consent of Prommt, at any time from the date of the Agreement to the expiry of 12 months after the termination or expiry of the Agreement, solicit or entice away from Prommt or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Prommt in the provision of the Services.
- 21.6 No variation of the Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives). A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and the circumstances for which it is given.
- 21.7 If any provision or part-provision of the Agreement 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 the Agreement.
- 21.8 Nothing said by any person on Prommt's behalf should be understood as a variation of these terms of use or an authorised representation about the Services, Website or the nature and quality of items displayed thereon.

Prommt shall have no liability for any such representation being untrue or misleading.

- 21.9 Any notices to be given under the Agreement will be given in writing to the addressee at its address, or its email address as set out in the Prommt Service Agreement and will be deemed to have been received within 48 hours of posting by registered post or within 24 hours of sending if sent by or email to the correct email address of the addressee, provided that no bounce back or non-deliverable notification is received, and when an email is sent outside of Business Hours on a Business Day, it shall be deemed sent on the next Business Day at 9 am.

22 **GOVERNING LAW AND JURISDICTION**

Unless otherwise agreed in the Prommt Service Agreement, the Agreement shall be governed by and construed in accordance with the laws of Ireland. Disputes arising in connection with these terms of use shall be subject to the exclusive jurisdiction of the Irish Courts.