

Digital Wallet Solutions

Terms & Conditions

Please carefully read these terms and conditions. By clicking “I Agree” or a similar affirmation, or by using the Digital Wallet Solution(s), you agree to these terms and conditions (the “Agreement”).

For purposes of this Agreement, “you” or the “Agreement Party” means the party that has entered into a legally binding agreement with NCR Corporation (“NCR”) to use the NCR payments gateway known as “Connected Payments” (the “Payments Gateway Agreement”). The person accepting the terms and conditions of this Agreement, including via use of the Digital Wallet Solution(s), represents and warrants that (a) he/she has full legal authority to enter into this Agreement, including to bind the Agreement Party to these terms and conditions; (b) he/she has read and understood, and agrees on behalf of the Agreement Party to, the terms and conditions of this Agreement; (c) this Agreement forms a legally binding contract between the Agreement Party and NCR; and (d) this Agreement constitutes a writing signed by the Agreement Party under applicable law.

This Agreement is subject to change by NCR without prior notice (unless prior notice is required by law), by posting of the revised Agreement at www.ncr.com/terms-and-conditions under the link for Digital Wallet Solutions.

1. Digital Wallet Solution(s)

1.1 “Digital Wallet Solution(s)” means one or more application programming interfaces (APIs) that enable you and your end user customers to access certain third-party payment services (the “Third Party Services”) via Connected Payments.

1.2 In entering into this Agreement, including by using the Digital Wallet Solution(s), you acknowledge and agree that you have entered into the Payments Gateway Agreement and that it is legally binding on you.

1.3 You consent to the provision of the Digital Wallet Solution(s) by NCR and all actions NCR takes that are necessary, related to, or result from NCR’s provision of the Digital Wallet Solution(s), including, but not limited to, making an API call on your or your end user customer’s behalf and/or benefit. You may withdraw this express consent providing notice to NCR as provided in the Payments Gateway Agreement.

1.4 You (a) acknowledge that the Third Party Services are provided by third-parties; and (b) agree to any and all third-parties’ terms and conditions related to the use of the Third Party Services, including, but not limited, to the following (which may be updated from time to time): the PayPal User Agreement (https://www.paypal.com/us/webapps/mpp/ua/useragreement-full?locale.x=en_US) and the PayPal Acceptable Use Policy (https://www.paypal.com/us/webapps/mpp/ua/acceptableuse-full?locale.x=en_US). Additionally, you acknowledge and agree that your use of the Third Party Services is governed by a separate agreement between you and the third party providing the applicable Third Party Services.

1.5 You acknowledge that the Digital Wallet Solution(s) are provided to you at no cost by and without liability to NCR.

1.6 Your rights under this Agreement will continue until the earlier of you no longer actively using the Digital Wallet Solution or the Payments Gateway Agreement terminates, unless such rights are earlier terminated pursuant to this Agreement or the Payments Gateway Agreement. NCR may terminate this Agreement, in whole or in part, including denying, restricting, suspending, or terminating your use of the Digital Wallet Solution(s) at any time, with or without notice, at its sole discretion.

1.7 Upon termination, all rights and licenses granted by NCR to you will cease, and you will stop using, and NCR may stop providing, the Digital Wallet Solution(s). Your obligations under Sections 3, 4.4, 4.5, 5, 7, 8, 9 and any other provisions which are intended to survive termination of this Agreement, will survive indefinitely following any termination of this Agreement.

2. Use Limitations

You will not use, nor will you permit any third party to use, the Digital Wallet Solution(s) to upload, post, or otherwise transmit any data that (a) is deceptive, misleading, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, or otherwise objectionable; (b) you do not have a right to transmit under any law or under contractual or fiduciary relationships; (c) infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party; (d) constitutes unsolicited or unauthorized advertising or promotional materials, including but not limited to junk mail, spam, chain letters, and pyramid schemes; (e) is designed to access or monitor any

material or information on any NCR system using any manual process or robot, spider, scraper, or other automated means; (f) violates privacy or other laws; or (g) contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, impose an unreasonable or disproportionately large load on, or limit the functionality of any computer hardware or software or telecommunications equipment.

3. Confidential Information

Any information and materials first disclosed through oral, written, visual, sample, electronic, or other means by one party (the “Discloser”) to the other (the “Recipient”) which is reasonably related to this Agreement or use of the Digital Wallet Solution(s) or the Third Party Services, and which is either clearly identified as confidential when disclosed, or is of a nature such that Recipient knows or should know it to be confidential constitutes “Confidential Information” under, and is subject to, the Payments Gateway Agreement.

4. Intellectual Property

4.1 Subject to the terms and conditions of this Agreement, NCR grants you a limited, personal, non-exclusive, non-transferrable, non-sublicenseable (except to your end user customers), royalty-free, fully-paid up, revocable license during the term of this Agreement to use the Digital Wallet Solution(s) solely in conjunction with the Connected Payments to access the Third Party Services in the United States (the “Purpose”).

4.2 NCR reserves all rights not expressly granted in this Agreement. Except as provided in Section 4.1, you may not: (a) use, copy, modify, distribute, display or perform any aspect of the Digital Wallet Solution(s) or any information or data you receive through the Digital Wallet Solution(s); (b) disclose, rent, loan, or transfer the Digital Wallet Solution(s) or any information or data about or received in conjunction with the Digital Wallet Solution(s) to any other party; (c) combine the Digital Wallet Solution(s) or any information or data about or received in conjunction with the Digital Wallet Solution(s) with any other materials; or (d) improve, modify, enhance, or extend, or make any derivatives works to or that are based on, the Digital Wallet Solution(s) or any information or data about or received from the Digital Wallet Solution(s). You may not use the Digital Wallet Solution(s) other than for the Purpose, nor may you decompile, reverse assemble, derive a source code equivalent of, or otherwise reverse engineer the Digital Wallet Solution(s).

4.3 NCR does not grant you any right to use any trademark or trade name of NCR (including the name “NCR”). You will not remove any of NCR’s trademarks, trade names, logos, patent or copyright notices, or other notices or markings, or add any other notices or markings to the Digital Wallet Solution(s) and related documentation, without the prior express written consent of NCR.

4.4 You, on behalf of yourself and your end user customers, hereby grant to NCR a non-exclusive, transferable, sublicenseable, royalty-free, fully-paid up, perpetual, irrevocable, worldwide license under any and all intellectual property (including any patents, copyrights, trade secrets, or any other intellectual property rights) you own or have the right to license to use (including host, store, copy, modify, distribute, perform, transmit, and display) any information or materials (including software) submitted to, or obtained via, or used in conjunction with the Digital Wallet Solution(s) of or pertaining to you or your end user customers or a transaction (“User Data”) (a) to provide products, software, materials and services under this Agreement (including the Digital Wallet Service(s)) or another agreement between you and NCR (including the Payments Gateway Agreement); (b) for product, software, materials and service enhancements, as well as research and development purposes; and (c) after it has been aggregated, for analytics, commercial and benchmarking purposes.

4.5 You may choose, or NCR may invite you, to provide comments, suggestions, corrections, modifications, or improvements related to the Digital Wallet Solution(s) or any information or data about or received from the Digital Wallet Solution(s) (“Feedback”). NCR will presume you provide Feedback voluntarily, and NCR is free to, and will have the right to, use it without restriction, including without providing attribution or compensation to you or any third party.

5. Data & Data Security

5.1 This Agreement is subject to the [NCR Privacy Policy](#).

5.2 You acknowledge that NCR does not control the transfer of data over telecommunications facilities and that the Internet is inherently insecure and provides opportunity for unauthorized access by third parties. You are responsible for maintaining the security of your own systems, servers, communications links, and data, and for providing secure access to those systems and data, including Personal Data (as defined in the NCR Privacy Policy). You will: (a) not disclose Personal Data to NCR other than that which is reasonably required for NCR to carry out its obligations under this Agreement, and then only during the time period reasonably required; (b) have in place appropriate privacy and security safeguards designed to prevent the unauthorized use and disclosure of Personal Data; (c) guard against misuse of any password provided by NCR, and change it upon NCR’s direction; (d) not transmit any data, including User Data, to NCR for processing for a purpose that does not comply with applicable law or regulations; and (e) provide reasonable cooperation to facilitate the

parties' compliance with applicable law and regulation. To the extent they may affect NCR's use or disclosure of Personal Data, you will notify NCR in writing of any limitations or restrictions on the permitted use or disclosure of Personal Data; or any changes in, or revocation of, permission by an individual to use or disclose his or her Personal Data. NCR may use and disclose transaction-related and system information to provide the Mobile Wallet Solution(s) as well as related products and services under this Agreement or another agreement between you and NCR for product and service enhancements, as well as research and development purposes; and after it has been aggregated, for analytics, commercial, and benchmarking purposes.

6. Third Party Sites & Third Party Services

NCR MAY PROVIDE HYPERLINKS TO EXTERNAL INTERNET SITES MAINTAINED BY THIRD PARTIES AND/OR OTHER ACCESS TO EXTERNAL SERVICES PROVIDED BY THIRD PARTIES (INCLUDING THE THIRD PARTY SERVICES) THAT ARE NOT UNDER NCR'S CONTROL (COLLECTIVELY THE "THIRD PARTY SITES AND SERVICES"). NCR ASSUMES NO RESPONSIBILITY FOR THE CONTENT, FUNCTIONALITY, SECURITY OR ACCURACY OF SUCH THIRD PARTY SITES AND SERVICES. THE APPEARANCE OF ANY SUCH HYPERLINKS OR OTHER ACCESS DOES NOT CONSTITUTE ENDORSEMENT OR SPONSORSHIP OF, OR AFFILIATION WITH, THE OWNERS OR PROVIDERS OF SUCH THIRD PARTY SITES AND SERVICES, OR THE INFORMATION, PRODUCTS, SERVICES, AND TRADEMARKS CONTAINED THEREIN OR PROVIDED THEREBY.

7. Disclaimer of Warranties & Liability

7.1 NCR SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR USE OF DIGITAL WALLET SOLUTION(S) AND THIRD PARTY SERVICES. DIGITAL WALLET SOLUTION(S) ARE PROVIDED "AS IS." NCR HAS NO RESPONSIBILITY FOR DIGITAL WALLET SOLUTION(S) OR THIRD PARTY SERVICES, OR THEIR USE, AND DOES NOT WARRANT THAT THEY WILL BE FREE FROM ERRORS OR DEFECTS OR MEET YOUR NEEDS. NCR DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WITH RESPECT TO DIGITAL WALLET SOLUTION(S) AND THIRD PARTY SERVICES, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, PARTICULARLY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

7.2 NCR WILL NOT BE LIABLE TO YOU, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE, LAW, EQUITY, OR OTHERWISE, ARISING UNDER OR RELATED TO THIS AGREEMENT, FOR: (A) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES; (B) LOSS OF PROFITS OR REVENUE; OR (C) LOSS OF REPUTATION, GOODWILL, TIME, OPPORTUNITY, DATA, OR ACCESS TO DATA. AS USED IN THIS SECTION, "NCR" INCLUDES ITS AFFILIATES, EMPLOYEES, AGENTS, CONTRACTORS, AND SUPPLIERS WHEN ACTING IN THAT CAPACITY, AND ANY PERSONS OR ENTITIES CLAIMING BY OR THROUGH THAT PARTY.

7.3 NCR'S MAXIMUM CUMULATIVE AND AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE \$100 USD.

7.4 EACH CLAUSE AND PHRASE OF THIS SECTION IS SEPARATE FROM EACH OTHER CLAUSE AND PHRASE, AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS IN THIS AGREEMENT, AND WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY, ANY TERMINATION OF THIS AGREEMENT, OR SEVERABILITY OF ANY CLAUSE OR PHRASE IN THIS AGREEMENT.

8. Indemnification

You agree to indemnify and hold NCR, its officers, directors, and employees harmless from any claim, action, demand, loss, or damages (including attorneys' fees) made by any third party against NCR or incurred by NCR arising out of or relating to your or your end user customer's use of the Digital Wallet Solution(s) or the Third Party Services (including your access to or use thereof), or this Agreement.

9. Dispute Resolution

This Agreement and all the terms and conditions of this Agreement and all questions of construction, validity, and performance under this Agreement, will be governed by and construed under the laws of the State of New York, without regard to such state's conflict of law rules. Any controversy or claim arising out of this Agreement or the use of Digital Wallet Solution(s), regardless of the causes of action alleged, will be resolved by arbitration before a sole arbitrator in Atlanta, Georgia pursuant to the then-current Commercial Rules of the American Arbitration Association and the federal

substantive and procedural law of arbitration. The arbitrator's award will be final and binding, and may be entered in any court having jurisdiction thereof, but may include only damages consistent with the limitations in this Agreement. Each party will bear its own attorney's fees and costs related to the arbitration. The obligation to arbitrate will not apply to claims for misuse or infringement of a party's intellectual property rights. Any claim or action must be brought within two years after the cause of action accrues.

10. Assignability

You may not assign any rights or obligations you may have under this Agreement without the prior written consent of NCR. NCR may assign this Agreement or any right or obligation under this Agreement without your consent.

NCR Corporation
Attention: General Counsel/Notices
864 Spring St. NW
Atlanta, GA 30308-1007
USA

11. Customer Support

Customer support for the Digital Wallet Solution(s) is governed by your Payments Gateway Agreement. You may contact NCR at: ConnectedPayments.Support@ncr.com with support issues related to the Digital Wallet Solution(s).