

OPTIONAL SCHEDULE – KxPayments

Kinetic is a reseller of the third party payment gateway of Cardstream Partners Limited (“Cardstream”) collectively (“Services”). Accordingly, Kinetic is authorized to integrate Cardstream with the Licenced Application as procured by the Customer under the Agreement and will provide to it to Customer such Services subject to the following terms:

1. Customer agrees it will not sell or make available the Services to any other party.

2. Security. Customer will:

2.1. be responsible for the security and proper use of all user identities (“User IDs”) and passwords in connection with the Services (including changing passwords on a regular basis) and agrees to ensure that User IDs are kept confidential, secure, used properly and not disclosed to any unauthorised person and to inform Cardstream immediately if there has been (or is likely to be) a breach of security on misuse of the Service;

2.2. Ensure user passwords meet the required password complexity under PCI requirements. Passwords must be a minimum of seven characters in length and contain both numeric and alphabetic characters.

2.3. Ensure users of the Services are given and use individual user accounts and do not share or employ a generic access account.

2.4. immediately remove any users for the system on termination of employment; or where access needs to be revoked from the Services for any reason.

2.5. promptly change any or all of the passwords used in connection with the Service when requested to do so by Cardstream or Kinetic where Customer reasonably believes that there is or is likely to be a breach of security or misuse of the Services;

2.6. not store card details on Customer systems whether in plain text or encrypted form

2.7. immediately notify Cardstream or Kinetic if it becomes aware of any unauthorised use of all or any part of the Services.

2.8. acknowledge that the Cardstream is responsible for the security and safe handling of sensitive cardholder data and that Kinetic is not responsible for this data. Cardstream will return an obfuscated card number, payee name and address back to Customer once payment has been made and this data is stored in the relational database as defined in 7.4 below.

2.9. acknowledge that the Customer is responsible for safe and correct use of the Services, including configuration of the Customer’s access to the payment gateway.

3. Use of the Service. Customer will:

3.1. only access the Services as permitted by the Agreement and shall not make any attempt to circumvent the system security of the Services or those of Cardstream at any time;

3.2. acknowledge and accept that neither Cardstream or Kinetic shall have no responsibility for nor any liability in respect of any Authorisation and/or Settlement process provided by any party other than Cardstream;



4. Regulations. Customer will:

- 4.1. comply with all legislation, instructions or guidelines issued by any regulatory authority, relevant licensees and any other codes of practice that apply to the Customer;
- 4.2. be responsible and liable for the acts and omissions of all Customer's users of Services and shall indemnify Kinetic against all costs, expenses, claims, loss or damage incurred or suffered by Kinetic, or for which Kinetic may become liable, arising out of any act or omission of Customer or Customer's users.

5. Intellectual Property Rights

- 5.1. Except for the right to use the Services as provided in this Schedule, Customer acquires no rights in the Intellectual Property Rights in the Services or KxPayments. Customer's right to use KxPayments expires or terminates with the Agreement.
- 5.2. The Customer understands and accepts that neither Kinetic or Cardstream will have direct control over the way that the Customer may use the Services and consequently any misuse of the Services by the Customer may have serious implications for both Kinetic or Cardstream . The Customer therefore agrees to indemnify fully from and against any claims or legal proceedings that are brought or threatened against Kinetic or Cardstream by a third party where:
 - 5.2.1. the act and/or omissions of the Customer have resulted in the Services' not being used in accordance with the Agreement and Schedule; or
 - 5.2.2. use of the Services in conjunction with other software and special services not supplied by Cardstream or by Kinetic and has caused a Third Party's intellectual property right to be infringed.

6. Non-Disclosure, Confidentiality and Cardstream's Property

- 6.1. Subject to the terms of the Agreement, the Customer agrees that this Schedule and any information regarding the Service will not be disclosed to any third party and will remain strictly confidential, including, without limitation, the charges, unless required to do so under UK law.
- 6.2. The Parties agree that they will perform their obligations under the Schedule in strict compliance with the Data Protection Legislation. Customer expressly permits Cardstream to process the personal data of it and individual users of their services as contemplated by the Schedule.
- 6.3. The Customer acknowledges that the Customer's personal data will be processed by and on behalf of Cardstream in connection with its provision of the Services for the purposes of performing the Services under this Schedule and for the purposes of Cardstream's legal and regulatory obligations and its legitimate interests, namely the collection of metrics and analytics on those metrics; detection of service abuse; auditing; legal and technical matters that may be associated with those interests, all including its obligations pursuant to the PCI-DSS, and not including any advertising, promotional, sales or marketing, or other similar initiatives.
- 6.4. In processing the personal data obtained from Customer and individuals using the Services as contemplated by this Schedule Cardstream shall be the data processor (as defined in the Data Protection Legislation) in respect of the personal data processed as required for performance of the Services.



6.5. In respect only of personal data that Cardstream processes on behalf of the Customer in connection with the Services, Cardstream shall:

6.5.1. only process the personal data in accordance with instructions from Customer which may be provided through Kinetic, which may be specific instructions or standing instructions of general application in relation to the Services, or otherwise notified to Cardstream;

6.5.2. unless otherwise agreed in writing, only process the personal data to the extent and in such manner as is necessary for the provision of the Services or as is required by law or any regulatory body or otherwise as appropriate including where necessary involving credit reference, fraud prevention and law enforcement agencies and other organisations in relation to preventing fraud and money laundering;

6.5.3. maintain sufficient technical and organisational measures to prevent unauthorised or unlawful processing of personal data and to prevent any loss, destruction or unauthorised disclosure of personal data having regard to the nature of the personal data to be protected and inform Kinetic promptly and in any event within 48 hours of any breach of security affecting or compromising the Customer's personal data;

6.5.4. promptly notify Kinetic and/or Customer if it receives a request from a data subject (as defined in the Data Protection Legislation) to have access to personal data or any other complaint or request relating to the Customer's obligations under the Data Protection Legislation and provide full co-operation and assistance to the Customer in relation to any such complaint or request (including, without limitation, by allowing data subjects to have access to their personal data); and

6.5.5. otherwise provide reasonable assistance to Kinetic and/or Customer as necessary to allow Kinetic and/or Customer to comply with the Data Protection Legislation with respect to the Service.

6.6. We use the Google Cloud Platform as a part of provisioning the Services which includes the storage of transaction history.

7. Fees are paid annually in advance based on the mutually agreed upon fee calculation of expected transactions based on Customer's size and estimated use factors. Both parties reserve the right to immediately increase or decrease the annual fees on review of the number of transactions from the point at which the Customer number of projected transactions changed.

8. For clarity, except as expressly provided herein, the Agreement is in full force and effect, including without limitation, the limitation of liability and data protection provisions in that Agreement.

