

DYNAMIC CURRENCY CONVERSION TERMS OF SERVICE

1. This document sets out the terms and conditions of the DCC Service (defined below) and adds the DCC Service to your merchant processing agreement (this document is referred to as the DCC Terms of Service). The terms of your merchant processing agreement and the terms of these DCC Terms of Service both apply to your use of the DCC Service, but if anything in these DCC Terms of Service directly conflicts with your merchant processing agreement, these DCC Terms of Service will control. Capitalized terms used in these DCC not otherwise defined will have the meaning ascribed to them in your merchant processing agreement.
2. You acknowledge and agree that upon entering into the merchant processing agreement the DCC Service shall be automatically enabled. You may opt-out of the DCC Service through the established opt out process that we notify you of from time to time.
3. The DCC Service allows you to process Foreign Currency Transactions in a currency other than United States dollars/the Local Currency.
4. Other than the performance of the FX Services (which we are responsible for), you are solely responsible, except as otherwise provided in the merchant processing agreement, for all aspects of a DCC Transaction. You must comply with all applicable Payment Network Rules and applicable laws that apply to the DCC Transactions that you submit to us. You will only use the Transaction Rate solely in connection with your receipt of the FX Services. We do not provide Foreign Exchange Services, which are provided solely by the Payment Networks.
5. The DCC Service may be used to undertake DCC Transactions on a point of sale device as part of a card present transaction.
6. Settlement of DCC Transactions will be made in the Local Currency Equivalent, based on the Transaction Price.
7. Settlement funds will be converted by the appropriate Payment Network, and not by us.
8. We will provide the following information:
 - i. the Foreign Currency Equivalent amount of the Card transaction,
 - ii. the Transaction Rate applied,
 - iii. the Contracted Margin used in calculating the Transaction Rate, and
 - iv. any other information required by applicable laws.

You must clearly and conspicuously disclose relevant portions of such information to the Cardholder in accordance with all Payment Network Rules and applicable laws when required to do so. The Foreign Currency Equivalent will then be the amount we use to authorize the Card transaction with the applicable Payment Network. You are solely responsible for obtaining the Cardholder's consent to a Card transaction that entails a Transaction Currency Conversion, including obtaining the Cardholder's agreement for any DCC Transaction. You are solely responsible for clearly and conspicuously disclosing all terms of any DCC Transaction to the Cardholder (including on the transaction receipt or credit voucher).

9. The DCC Service is available only for Card transactions that entail the use of a Visa or Mastercard branded Card.

10. The DCC Service supports only certain Foreign Currencies and certain types of Foreign Currency Transactions. We have the right to change which Foreign Currencies and which Foreign Currency Transactions the DCC Service will support. We will use commercially reasonable efforts to give you reasonable advance written notice if we cease supporting any existing Foreign Currency or Foreign Currency Transaction. If, however, there is a sudden and extreme fluctuation in the value of a Foreign Currency, we have the right to stop supporting the Foreign Currency immediately with notice to you. A “sudden and extreme fluctuation” in a Foreign Currency’s value means a movement (up or down) of at least 6% in the exchange rate of such Foreign Currency over a period of two consecutive business days.
11. Settlement of Chargebacks of DCC Transactions will occur in the Local Currency, using the Transaction Rate that was applied on the date of the original DCC Transaction, not the Transaction Rate in effect on the date of the Chargeback. Any Margin Amount credited to you on the original Card transaction will be deducted from the Foreign Currency Fee credited to you.
12. You shall retain and store the Rate ID for each DCC Transaction that you submit to us and provide such Rate ID to us immediately upon our request.
13. The following apply with respect to refunds, credits, and returns:
 - 13.1 Refunds, credits, and returns (but not Chargebacks) will each be treated as separate DCC Transactions. For DCC, the Transaction Rate used for refunds, credits, and returns shall be the then-current Transaction Rate at the time of the refund, credit, or return transaction. Foreign Currency risk in connection with refunds, credits, or returns on DCC Transactions is allocated to the Cardholder and will be the Cardholder’s responsibility. As between you and us, Foreign Currency risk for Chargebacks of DCC Transactions and is allocated to us and is our responsibility.
 - 13.2 If you seek to process a refund in respect of a Card transaction that entailed a Transaction Currency Conversion, you shall provide us with the Rate ID associated with the original Card transaction.
 - 13.3 If you provide the Rate ID, we shall determine the Foreign Currency Equivalent based on the Transaction Price of the refund using the Transaction Rate from the date of the original Card transaction. We shall then process the submitted refund with the Payment Network as a Foreign Currency Transaction. Any Margin Amount credited to you on the original Card transaction will be deducted from the Foreign Currency Fee credited to you (described below).
 - 13.4 If you fail to provide the Rate ID, we shall determine the Foreign Currency Equivalent based on the Transaction Price of the refund using the then-prevailing Transaction Rate as at the time and date that we submit the Refund as a Foreign Currency Transaction to the Payment Networks. We shall then process the submitted Refund with the Payment Network as a Foreign Currency Transaction. The calculated Margin Amount on the Refund will be deducted from the Foreign Currency Fee credited to you. Any foreign exchange risk that may arise from a change in the Transaction Rate used in connection with a refund in respect of a Card transaction that entailed a Transaction Currency Conversion where you fail to provide the Rate ID from the Transaction Rate used in respect of the original Card transaction will be allocated to the Cardholder and will be the Cardholder’s responsibility. You are solely responsible for disclosing any such risk to a Cardholder in accordance with the Payment Network Rules and any Applicable Laws.
14. You acknowledge and agree that we have the right to add, delete or substitute the source of the Wholesale Rate so long as any substituted Wholesale Rate is a recognized market wholesale exchange rate.
15. The following apply to fees in relation to the DCC Service:
 - 15.1 The fees that apply to Card transactions generally also apply to the Card transactions that use the DCC Service. You will pay us the same fees and charges for processing these Card transactions that you pay us for processing other Card transactions, including all Assessment fees.

- 15.2 Your payment of fees in connection with Card transactions that use the DCC Service will occur at the same time and in the same manner as the fees for your other Card transactions.
- 15.3 Where applicable, the Contracted Margin amount will be deducted from Settlement to you and retained by us.
- 15.4 Each month, we will credit you a Foreign Currency Fee in an amount equal to the Applicable Percentage multiplied by the Local Currency Turnover.
- 15.5 In addition to your other obligations to indemnify us contained in your merchant processing agreement, you agree to indemnify and hold us, our Affiliates, agents, and third-party service providers harmless from and against all losses, liabilities, damages, and expenses arising from your failure to provide, or delay in providing, a Rate ID in respect of a refund.

16. Licence

- 16.1 While these DCC Terms of Service are in effect, we grant you a personal, limited, non-exclusive, revocable, non-transferable license, without the right to further sublicense or assign in any way, to use (in the United States only) the Licensed Technology solely to (1) receive the DCC Service, and (2) make DCC Transactions available to Cardholders at your Local Locations, all in compliance with these DCC Terms of Service and the Agreement. The DCC Service are for your internal business use only. "United States" does not include United States territories.
- 16.2 You must limit use of the Licensed Technology to only your employees who need it in order to perform their job duties.
- 16.3 All IP Rights in or related to the Licensed Technology or the DCC Service are, and will remain, our sole and exclusive property or the sole and exclusive property of our vendors or our licensors (including the DCC Service Providers). We reserve and withhold all rights, title, and interests associated with the Licensed Technology or the DCC Service that are not expressly licensed by us in these DCC Terms of Service.
- 16.4 We may revoke the above license without notice if (1) you fail to comply with these DCC Terms of Service or the Agreement, or (2) you misuse the Licensed Technology or the Services. Any license we provide to the Licensed Technology or the DCC Service will automatically terminate when these DCC Terms of Service terminate.

17. Licence Restrictions:

- 17.1 You are not permitted to, and you must not permit any third party to, do any of the following:
- i. attempt to access any part of the Licensed Technology that is not intended to be available to you;
 - ii. attempt to avoid or defeat any security or authentication measure in the Licensed Technology;
 - iii. attempt to decompile, disassemble, reverse engineer, reconstruct, or discover any source code, underlying ideas, or algorithms of the Licensed Technology;
 - iv. modify, translate, or alter the Licensed Technology in any way;
 - v. create derivative works of or based on the Licensed Technology;
 - vi. directly or indirectly copy the Licensed Technology except for backup purposes and except as strictly necessary to execute any part of the Licensed Technology or the DCC Service;

- vii. re-publish, upload, post, transmit, disclose, or distribute the Licensed Technology (in any format);
 - viii. access or use (in any format) the Licensed Technology through any time-sharing service, service bureau, network, consortium, or other means;
 - ix. rent, lease, sell, sublicense, assign, or otherwise transfer the above license to any third party, whether by operation of law or otherwise;
 - x. without first obtaining our written consent (a) use, ship, or transship the Licensed Technology outside of the United States, or (2) access the Licensed Technology from outside the United States;
 - xi. remove, relocate, or otherwise alter any proprietary rights notices from the Licensed Technology;
 - xii. attempt to perform any action that is reasonably likely to (a) interfere with the proper working of the Licensed Technology or the DCC Service, or (b) prevent access to or use of the Licensed Technology or the DCC Service by other users;
 - xiii. incorporate into or combine with the Licensed Technology any other software or documentation that (a) would require the Licensed Technology to be disclosed or distributed in source code form, licensed for the purpose of making derivative works, or redistributable at no charge, or (b) otherwise through by Customer's use of the other software or documentation result in the Licensed Technology's being disclosed or distributed in source code form, licensed for the purpose of making derivative works, or redistributable at no charge; or
 - xiv. use the Licensed Technology except as permitted in these DCC Terms of Service.
- 17.2 You must not (1) take any action inconsistent with the ownership described in Section 4.1, or (2) file any action, in any forum, that challenges the ownership of the Licensed Technology or the DCC Service.
- 18. Confidentiality**
- 18.1 You must treat all information we give or make available to you in connection with the DCC Service (including the Licensed Technology) as confidential, unless it is already publicly available. You may not disclose any of our confidential information (including the Licensed Technology) without our written permission, and you may only use it to receive the Services. You must safeguard our confidential information (including the Licensed Technology) using measures that are at least as rigorous as those you use to safeguard your own confidential information, and you must always use at least reasonable care.
- 18.2 If any governmental or regulatory authorities require you to disclose any of our confidential information, you will use best efforts to notify us far enough in advance to allow us to seek appropriate protections.
- 18.3 When these DCC Terms of Service terminate (or earlier, if we request it), you will return or destroy all confidential information obtained in connection with the DCC Service and provide us with written certification that return or destruction has occurred. If confidential information is to be destroyed, you must use reasonable and appropriate procedures (based on the sensitivity of the confidential information) to destroy it so that it is permanently unreadable and unusable.
- 18.4 You acknowledge that (1) our confidential information is a valuable and unique asset, (2) your use or disclosure of confidential information in violation of these DCC Terms of Service will cause immediate, substantial, and irreparable harm to us, the value of which may be extremely difficult to determine, and (3) money damages may not be a sufficient remedy for your violation of these DCC Terms of Service.

You agree that we will be entitled to obtain equitable relief for violations of these DCC Terms of Service without being required to post a bond or other undertaking.

19. **Third Party Beneficiaries**

Our affiliates, and DCC Service Providers are intended third party beneficiaries of these DCC Terms of Service (including any part of the Agreement that relates to Customer's obligations under these DCC Terms of Service or your transactions processed in connection with the DCC Service), and each of them may enforce its provisions. Except as described in the preceding sentence: (1) nothing in these DCC Terms of Service is intended to confer on any individual or entity any rights or remedies with respect to these DCC Terms of Service or the Agreement, and neither we nor you intend for any individual or entity to be third party beneficiaries of these DCC Terms of Service.

20. In these DCC Terms of Service, the following definitions apply:

Applicable Percentage: the percentage used to calculate the Foreign Currency Fees, which is currently 1.00% and which we may change upon notice to you.

Contracted Margin: the margin (expressed in a percentage) that we add to a Wholesale Rate to create the DCC Transaction Rate, which is currently 3.5%, and which we may change upon notice to you.

Payment Network: any payments association or payments network whose cards or other payment forms we accept under the Agreement.

Payment Network Rules: the rules, requirements, and standards of each Payment Network, including the PCI DSS.

DCC Service: the service performed to authorize, process, and settle a DCC Transaction.

DCC Service Provider: our affiliates and third party service providers that assist us from time to time in providing the DCC Service to you.

DCC Transaction: a Foreign Currency Transaction in which the Cardholder authorizes (i) the Transaction Price to be converted to the Foreign Currency Equivalent, and (ii) the Cardholder's account to be charged in the amount of the Foreign Currency Equivalent.

Foreign Card: a Card that is denominated in a Foreign Currency.

Foreign Currency: a currency other than the Local Currency.

Foreign Currency Equivalent: the Foreign Currency equivalent of the Transaction Price, which we calculate using the Transaction Rate.

Foreign Currency Fees: the fees we pay you (either directly or through a DCC Service Provider) in connection with a DCC Transaction that we process.

Foreign Currency Transaction: a Card transaction between you and a Cardholder who uses a Foreign Card as a payment method with you to complete the Card transaction at one of your Local Locations.

Foreign Exchange Services: the exchange of one fiat currency into another fiat currency.

IP Rights: all forms of intellectual property rights and protections (whether or not registered) that have arisen or may arise in the future, anywhere in the world, including all rights, title, and interests arising in (1) patent applications, (2) issued patents and any divisions, re-issues, re-examinations, substitutes, continuations, continuations-in-part, or extensions of patents, (3) trade secrets and trade secret rights, (4) copyrights (including print versions, electronic versions and derivative works) and

other literary property or authors' rights, whether or not protected by copyright or as a mask work, and (5) proprietary trademarks, trade names, symbols, logos, tag-lines, domain names, or brand names, including goodwill.

Licensed Technology: any materials, and all IP Rights in and to any materials, that we give or make available to you in connection with the DCC Service, including the object code (non-modifiable) version of any software (including any updates), specifications, training materials, online training, online guides, and user guides.

Local Currency: the default fiat currency assigned to your merchant identification number with the applicable Payment Network.

Local Currency Equivalent: the equivalent in Local Currency of the amount of a Foreign Currency Transaction that will be processed as a DCC Transaction. We use the applicable Transaction Rate to calculate the Local Currency Equivalent.

Local Currency Transaction: a Card transaction between you and a Cardholder in the Local Currency that is submitted to us for processing in the Local Currency.

Local Currency Turnover: the total Local Currency Equivalent of all DCC Transactions we process each month.

Local locations: your locations in the United States (excluding United States territories).

Margin Amount: the amount equal to the Contracted Margin multiplied by the Local Currency amount of the applicable Local Currency Transaction.

Rate ID: the unique identifier accompanying a Card transaction that entails a Transaction Currency Conversion that identifies the Transaction Rate associated with that Card transaction.

Transaction Currency Conversion: the process in respect of a Card transaction entailing the use of the DCC Service that converts one currency into another by applying the Transaction Rate.

Transaction Price: the original price in Local Currency of a Foreign Currency Transaction.

Transaction Rate: the Wholesale Rate *plus* the Contracted Margin, which you use to convert the Transaction Price into the Local Currency Equivalent.

Wholesale Rate: the market wholesale exchange rate published by the Payment Networks which is then used by the DCC Service to derive the DCC transaction Rate.