

## PayPoint EPOS Upgrade Promotion Terms and Conditions July 2020

This EPOS upgrade promotion (the "Promotion") is being run by PayPoint Network Limited ("PayPoint" or the "Promoter") and is only open to eligible PayPoint Agents as set out below. These terms considered as "other documentation" pursuant to clause A.2.5(f) of your General Retailer Agreement and any defined terms used here are as set out in the General Retailer Agreement.

- 1. **Promotion Period**: 1 July 2020 to 31 August 2020 (the "Promotion Period").
- 2. **Eligibility**: Existing PayPoint Agents who presently have a PayPoint EPOS package on an existing PayPoint One terminal within their Authorised Site and wish to upgrade to a higher package, excluding:
  - a. all parties contracting with PayPoint due to a change of ownership or change in control that has occurred at an Authorised Site; and
  - b. any additional PayPoint One Terminals a PayPoint Agent wishes to take at their Authorised site.
- 3. Promotion: PayPoint Agents who elect to participate in the Promotion during the Promotion Period shall receive an upgraded PayPoint EPOS package of their choosing for a period of 3 months (the "Trial Period"), and will continue to pay the Service Fee for their existing EPOS package during that time. After the Trial Period, the PayPoint Agent shall commence paying the Service Fee for their upgraded package, as set out in the Confirmation Form. Unless otherwise notified to the PayPoint Agent by PayPoint, participation in this Promotion is conditional on the PayPoint Agent renewing their Contract for a further 5 year term to provide Transaction Services and any other products and services they currently contract with PayPoint for. Such term is subject to existing termination and notice rights of PayPoint, the PayPoint Group and the PayPoint Agent for a renewed term, as set out in the Booklet of Terms.
- 4. The upgraded EPOS package shall be delivered as a remote software update to the PayPoint Agent's PayPoint One terminal. PayPoint will provide the PayPoint Agent with a cash drawer for use with their new package if they have not already been provided with one. Receipt of an upgraded EPOS package is subject to the PayPoint Agent meeting the terms of this Promotion and wider PayPoint eligibility requirements. Should the PayPoint Agent fail to meet such terms and requirements, but the EPOS package (and cash drawer, as relevant) has already been delivered prior to such failure being established, the PayPoint Agent will be informed of this and PayPoint reserves the right to downgrade the EPOS package and/or require the return of the cash drawer.
- 5. Downgrade: If a PayPoint Agent does not wish to continue with the upgraded EPOS package, they may provide notice to downgrade during the Trial Period. Such notice must be provided by contacting the PayPoint Contact Centre via 0800 310 0000 or email PayPoint at contactus@paypoint.com. PayPoint will then issue a new Contract for signature in order to complete the downgrade request. Failure to notify PayPoint during the Trial Period or failure to sign the new Contract (where a downgrade has been requested) shall mean that the PayPoint Agent shall continue to receive and pay for the upgraded EPOS package for the remainder of the term of the upgrade Contract. Downgrade shall not affect the renewal of the PayPoint Agent's Contract term for Transaction Services or any other products and services, which shall



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continue as renewed. The PayPoint Agent will be required to return any cash drawer provided as a result of this Promotion, if requested by PayPoint.

- 6. During a Trial Period, if PayPoint serves notice on its PayPoint Agents that Services Fees will be subject to an indexation rise, then PayPoint Agent participating in the Promotion shall (at the time such rises take effect) pay the indexed Service Fee for their existing package during the Trial Period and then the indexed fee for the upgraded EPOS package after the trial period. PayPoint Agents downgrading will continue to pay their existing Service Fee, as indexed.
- 7. During the Trial Period, any other fees or charges that may be incurred by a PayPoint Agent during such time (for example a Gateway Fee or Setup Fee for symbol or wholesale suppliers) remain payable by the PayPoint Agent and are not refundable if the PayPoint Agent chooses to downgrade.
- 8. This Promotion will be governed by laws of England and the jurisdiction of the Courts of England.

**Promoter**: PayPoint Network Limited, 1 The Boulevard, Shire Park, Welwyn Garden City, Hertfordshire, AL7 1EL