

## **Schedule to Service Terms: Equipment rental Schedule**

The following terms and conditions apply to all Equipment that you rent from us. You must read this Equipment Rental Schedule together with the Application Form and the Service Terms.

**Please read this Equipment Rental Schedule carefully as they contain exclusions and limitations of our liability that affect you and impose legally binding obligations on you. It is your responsibility to decide whether the Equipment is suitable and adequate for your needs. Other than provided for in terms of applicable law or the Rules, you assume all risks associated with your use of the Merchant Services.**

**Please note the following risks of renting our Equipment:**

- **We may suspend, or limit your access to the Equipment or the acceptance of any Card and/or limit access to your funds if you breach the Agreement or any part of it.**
- **You are responsible for understanding and complying with any and all applicable laws and the Rules that may apply to your use of the Equipment.**

### **General**

The Service Terms and Application Form are incorporated by reference and unless stated otherwise in this Schedule, this Equipment Rental Schedule will be subject to those terms and conditions, including the definitions and rules of interpretation contained in them.

The termination of any one Card type will not affect the acceptance of any other Card type enabled for the Equipment.

### **Your obligations**

In addition to what is set out in the Service Terms, you must:

- take proper care of the Equipment;
- not allow any persons other than our authorised Personnel to change, maintain, program or repair any Equipment;
- Make sure that the Equipment can connect to the Internet. **If the Equipment cannot connect to the Internet, then you will not be able to process Transactions;**
- not move or remove the Equipment from the site where it was installed without our prior written consent. You must keep us informed at all times of the whereabouts of the Equipment;
- not make any changes of any nature to the Equipment (including any Software changes);
- provide and maintain all power and telephone connections (including data transmission links) in line with our instructions;
- not remove or allow to be removed from any Equipment, any serial numbers, markings, plates, or other marks of ownership;
- make sure that your Personnel, who will be responsible for using the Equipment to process Transactions, are trained to use such Equipment and if so required, we will assist to train your Personnel. **It is your responsibility to make sure that all persons who use the Equipment to perform Transactions are trained to use such Equipment and are made aware of the provisions of any user manual if applicable;**
- make sure the highest degree of care is taken to keep confidential the features of any Equipment, including all security and fraud prevention measures and procedures used by us as may be given to you;
- make sure that the Equipment is used to process the Cards as approved in the Application Form and for no other purpose;
- keep the Equipment secure and make sure that it is not tampered with in any way and that there is no unauthorised access to it;

- phone the call centre within 24 hours, if the Equipment is not working. We will give you contact details of the call centre;
- make sure that the Equipment is handed to our Personnel tasked with collecting the Equipment if it cannot be fixed remotely by us.

### **Ownership of the Equipment**

You agree that if we supply you with any Equipment on a rental basis it will remain our property at all times. You may not rent, sell or dispose the Equipment to any person or use the Equipment for security or any other purpose. We will decide what Equipment you may have at any time.

### **Termination of Agreement**

If the Agreement ends or if we ask you to do so, we will collect all the Equipment from you.

### **Duty of care towards the Equipment and insurance**

You have a duty of care to us for the Equipment (wear and tear excepted) that we rent to you and must take proper care of it at all times.

You must ensure that all Equipment is used in line with the Equipment user manual and training or directions that we give you, including any directives for the use, storage and maintenance of the Equipment.

### **Hardware failures or Software faults**

If you cannot process a Transaction for whatever reason, please refer to the Equipment user manual or any other training material as a starting point.

Alternatively you must log a fault with the call centre number listed in the Equipment user manual or any other training material we give you.

If we determine that we must replace the defective Equipment, we will do so with similar Equipment of the same value and with the same functionality.

### **Installation and maintenance of Equipment**

We will be responsible for setting up, installing and maintaining the Equipment.

You give your permission to allow our Personnel and service providers to enter your premises, as reasonably required, to install, maintain, upgrade and/or repair the Equipment and to inspect the condition and operation of equipment.

Depending on our arrangement with you, we will install the Equipment for you or you must install the Equipment at a suitable position at your premises and contact us or our representatives to activate the Equipment.

### **Use of the Software**

We grant you a license to use the Software as set out in this Agreement.

Such license:

- will start on the date that we provide you with the Equipment and will be valid for the term of the Agreement, provided that you comply with your obligations; and
- will be royalty-free, non-exclusive, non-transferable, non-sublicensable, temporary and limited.

### **Rental of premises**

If you rent your business premises, you must inform your landlord that the Equipment belongs to us. This will make sure that the Equipment is not subject to the landlord's hypothec if the landlord makes a Claim against you for any reason.