



# Smart Sync app

Dated 1 December 2023

## Introduction

1. The Smart Sync app is a payment interface that is downloaded on your compatible Android fleet merchant terminal (**Compatible Terminal**) which enables integration with your point of sale.
2. This document sets out the terms and conditions (**App Terms**) that apply between you and us when you use the Smart Sync app. These App Terms supplement the existing agreement you have with us with respect to your merchant facility (**Merchant Agreement**). To the extent of any inconsistency with other provisions of the Merchant Agreement these App Terms prevail. Unless otherwise defined in these App Terms, capitalised words used in these App Terms have the same meaning given in Part 5 of the Merchant Agreement.

## Terms

1. The Smart Sync app service and any products, material or content made available through the service are licensed, not sold, to you for use only under the terms of these App Terms.
2. The Smart Sync app is available for Compatible Terminals, which should be running the relevant and most up to date operating system as required by us. If we release a new version or update to the Smart Sync app, we may require you to download or update the new version to continue to access and use the Smart Sync app.
3. We and our licensors retain all right, title and interest in and to the Smart Sync app and all components thereof, including all patent, copyright, trademark, and trade secret rights, whether such rights are registered or unregistered, and wherever in the world those rights may exist (collectively, "Intellectual Property Rights"). You shall not commit any act or omission, or permit or induce any third party to commit any act or omission, inconsistent with our Intellectual Property Rights. We or our licensors own all graphics, user and visual interfaces, images, code, applications, and text, as well as the design, structure, selection, coordination, expression, "look and feel", and arrangement of the Smart Sync app and its content, and the trademarks, service marks, proprietary logos and other distinctive brand features found in the Smart Sync app. We shall retain title to all copies of the Smart Sync app and any part thereof provided to or downloaded by you.
4. Subject to your compliance with these App Terms, we grant to you a limited, non-exclusive, non-transferrable, revocable license to use the Smart Sync app on your Compatible Terminal. The Smart Sync app may only be accessed on a Compatible Terminal owned or controlled by you. You must ensure that the Compatible Terminals meets all the required specifications to run the Smart Sync app.
5. You may not rent, lease, lend, sell, redistribute or sub-license the Smart Sync app. You may not copy, decompile, reverse engineer, disassemble, or attempt to derive the source code of, modify, or create derivative works of the Smart Sync app or any part thereof. You must not upload or introduce any viruses or other software intended to damage, harm or interfere with the Smart Sync app or any system, software, hardware, telecommunications equipment, data, or do anything that could disable or impair the proper working of the Smart Sync app.
6. Your licence to use the Smart Sync app as set out in these App Terms, will terminate:
  - a. without notice from us if you fail to comply with these App Terms, or the Merchant Agreement; or
  - b. if your merchant facility is terminated or expires.

7. In addition to termination rights elsewhere in the App Terms or the Merchant Agreement, we reserve the right to block your access to the Smart Sync app or disable the Smart Sync app altogether, in the event that:
  - a. You breach any of the terms in this App Terms, the Merchant Agreement or any other terms that have been agreed by you related to the Smart Sync app;
  - b. We are unable to verify or authenticate your access to the Smart Sync app; or
  - c. We have reasons to believe that the individual logging into the Smart Sync app is not acting as an authorised user.
8. Upon termination of the licence, you shall cease all use of the Smart Sync app, and destroy all copies, full or partial, of the Smart Sync app.
9. You acknowledge that the use of the Smart Sync app requires WiFi or mobile data connectivity to download, access or use and that you are responsible for any charges for internet access on the Compatible Terminals.
10. By accessing the Smart Sync app, you represent and agree that:
  - a. You are authorised and have been provided with access to the Smart Sync app by us;
  - b. You are responsible for the activity arising from access to, use of, or any other act or omission of any users you authorise access to the Smart Sync app;
  - c. You will take reasonable steps to ensure that access to and use of the Smart Sync app is physically and electronically secure from unauthorised use or access; and
  - d. You also agree that you and any users you have authorised access to the Smart Sync app will treat and maintain any user ID (such as a username, password or other identifier) ("User ID") as confidential and must not share this information with any other person.
11. If you or an authorised user are provided with a User ID to access the Smart Sync app, you and your authorised users must treat such information as confidential and take reasonable precautions to prevent unauthorised access of the User ID. You are responsible for all activities that are carried under your User ID or the User IDs of your authorised users and must notify us immediately if there are any unauthorised or suspicious behaviour and activity you become aware of.
12. We do not guarantee continuous, uninterrupted access to the operation of the Smart Sync app which may be interfered with by numerous factors outside our control. We are not liable for any delay or failure in the performance of the Smart Sync app to the extent caused by any event or circumstance outside our reasonable control, including any direct or consequential losses. We are not liable if at any time or for any reason you are unable to access the Smart Sync app for reasons that are beyond our reasonable control. To the extent permitted by law, we are also not liable for any failures or impact to the performance of your Compatible Terminals that you are using to access the Smart Sync app. Under no circumstances will we be liable for loss or damage caused by (a) your access or use (or that of any authorised user) of the Smart Sync app that is inconsistent with these App Terms; (b) any unauthorised access of servers, infrastructure, or data used in connection with the Smart Sync app; (c) interruptions or cessation of the Smart Sync app that are beyond our reasonable control; (d) any bugs, viruses, or other harmful code that may be transmitted to or through the Smart Sync app; or (e) any errors, inaccuracies, omissions, or losses in or to any data provided to us. We are not liable if at any time and for any reason you are unable to download or update the Smart Sync app. Where we are liable, our liability will be limited to supplying the Smart Sync app again, or paying to have the Smart Sync app supplied again.

13. You agree that we may periodically collect and use technical data and related information, including but not limited to technical information about your device and peripherals to facilitate the provision to you of software updates, product support, technologies and other services related to the Smart Sync app. We may use this information, as long as it is in a form that does not personally identify you. The foregoing does not prejudice the application of any other privacy or data policies that we may have with you outside these App Terms.
14. We may change these App Terms at any time by giving notice in accordance with your Merchant Agreement with us. We will notify you of any changes electronically via your Compatible Terminals. We will require you to confirm your acceptance of the changes to continue to use the Smart Sync app.
15. We take all reasonable steps to ensure that the information available through the Smart Sync app is correct and updated regularly. We also try to protect your account information from unauthorised access during transmission through electronic means. However, we will not otherwise be liable for any unauthorised access by any means to that information.