

By clicking "I agree", or any similar button indicating your agreement to these terms, you (the "Recipient") agree to be bound by the terms and conditions below which shall be between you and PCI Pal (UK) Limited, for and on behalf of itself and its affiliates (the "Company").

Definitions

The definitions in this clause apply in this agreement.

Information: information disclosed by, or on behalf of, the Company and obtained by the Recipient relating to the Software.

Objective: evaluation of the Software by the Recipient pursuant to an evaluation programme.

Software: the Company's cloud-based secure payment processing software programs hosted on testing or non-production environments marketed or labelled as "Intelligent Checkout" or similar.

System: the Recipient's personal computer system .

Trial Period: the limited period during which the Company grants Recipient access to the Software for evaluation purposes, which shall be at the Company's sole discretion.

1. Licence

- a. The Company hereby grants the Recipient a personal, non-transferable, non-exclusive licence to use or participate in the evaluation of the Software on the System during the Trial Period solely for the purposes of the Objective. The Recipient acknowledges and agrees that the Software will, or may, automatically "time out" (that is to say, cease to operate) at the end of the Trial Period if the Recipient has not at that time accepted a full licence of the Software.
- b. During the Trial Period this licence may be terminated immediately by the Company giving written notice if the Recipient is in breach of any of its obligations under this agreement.
- c. Save for death and personal injury caused by the Company's negligence, the Company shall have no liability of any kind in any circumstances whatever to the Recipient in respect of the Software or Information. In particular, the Company shall have no liability in any circumstances whatever for any data loss or corruption and the Recipient agrees that it has sole responsibility for protecting its data during evaluation of the Software.
- d. Save as set out explicitly elsewhere in this agreement, no representations, conditions, warranties or other terms of any kind are given in respect of the Software or the Information, and all statutory warranties and conditions are excluded to the fullest extent possible.

2. Non-disclosure agreement

- a. In consideration of the disclosure by the Company to the Recipient of the Software and the Information for the purpose of the Objective, the Recipient undertakes that it will respect and preserve the confidentiality of the Software and the Information for a period of five years after the date of such disclosure (subject to clause 3.3 below). The Recipient shall not without the prior written consent of the Company:
 - i. communicate or otherwise make available the Information or the Software to any third party; or
 - ii. use the Information or Software for any commercial, industrial or other purpose other than the Objective; or
 - iii. copy, adapt, or otherwise reproduce the Information or Software save as strictly necessary for the purposes of the Objective.

- b. The Recipient may disclose the Software and Information or any part thereof, only with the prior consent of the Company, to a third party who needs access to the Software and the Information in connection with the Objective. In such an event the Recipient agrees to ensure, before such disclosure, that the party in question is made aware of the confidential nature of the Software and Information and understands that they are bound by conditions of secrecy no less strict than those set out here. The Recipient agrees to monitor the use of the Software and Information by these employees and to enforce their obligations of confidence at the request of the Company.
- c. The obligations contained in this clause 3 shall not apply, or shall cease to apply, to such part of the Information as the Recipient can show to the reasonable satisfaction of the Company:
 - i. has become public knowledge other than through the fault of the Recipient or an employee of the Recipient to whom it has been disclosed in accordance with clause 3.2 above; or
 - ii. was already known to the Recipient prior to disclosure to it by the Company; or
 - iii. has been received from a third party who neither acquired it in confidence from the Company, nor owed the Company a duty of confidence in respect of it.

3. Property Rights

- a. The Company owns the Software, Information and all related documentation. The Recipient acknowledges that any disclosure pursuant to this agreement shall not confer on the Recipient any intellectual property or other rights in relation to the Software or the Information other than its right to use under clause 2.1.
- b. Ownership of all complete or partial copies of the Software and related documentation shall at all times remain with the Company. The Recipient agrees to mark any copies of the Software which it may make in any tangible medium with a notice that such copy belongs to the Company.
- c. If a third party notifies the Recipient of any claim that the use of the Software or Information infringes any right of a third party, the Recipient agrees to immediately notify the Company. If any such claim is made to the Recipient or the Company, the Recipient shall, at the Company's request, immediately cease use of the Software. If the Company is unable to allow the Recipient to continue evaluation of the Software, the provisions of clause 2.3 shall apply.

4. General

- a. No variation of this agreement shall be effective unless it is in writing and signed by or on behalf of both parties.
- b. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. However, the Company may enforce the Recipient's obligation of confidence in the courts of any jurisdiction having competence to issue an injunction directly enforceable against the Recipient.

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