

PCI Pal

Risk Services Contract Addendum (Telesign EULA)

(A) Introduction

(i) PCI Pal and the Customer are parties to a master services agreement; general terms and conditions; master subscription agreement; terms of service or similar framework agreement under which PCI Pal provides payment platform services and related services, ("Payment Platform Services") to the Customer; or Customer is a party to an agreement with a PCI Pal reseller or partner under which it receives Platform Services (the "PPS Agreement").

(ii) PCI Pal are party to an agreement with Telesign (as hereinafter defined) under which Telesign provides PCI Pal with certain services relating to fraud risk evaluation and scoring.

(iii) The Customer has appointed PCI Pal to provide Risk Services (as hereinafter defined) making use of the Services which it receives from Telesign.

(iv) PCI Pal and the Customer agree that, in respect of the Risk Services, the PPS Agreement shall be supplemented and amended by this Contract Addendum to reflect the rights and obligations of PCI Pal under its agreement with Telesign.

(B) Definitions and Interpretation

The following definitions shall apply in this Contract Addendum, except to the extent the context requires otherwise:

"Affiliate"	shall have the meaning given to that term in the PPS Agreement;
"API"	means an application programming interface made available to the Customer by PCI Pal that allows the Customer to create applications to make use of the Risk Services;
"Charge(s)"	shall have the meaning given to that term in the PPS Agreement;
"Contract Addendum"	means this contract addendum including all documents incorporated by reference hereto;
"Customer"	means the person, firm or company receiving the Risk Services from PCI Pal as identified in the Order Form;

"Data Processing Agreement"	means the data processing agreement between PCI Pal and Telesign available here: https://legal.pcipal.com/riskservices.html#telesigndpa ;
"Effective Date"	means the date of the Order Form or, if earlier, the date at which the supply of the Risk Services commenced or was first made available to the Customer;
"Go-Live Date"	means the date on which PCI Pal shall begin providing Live Risk Services to the Customer as identified in the Order Form;
"Inappropriate Content"	means any content which (a) is unsolicited, including unauthorised bulk or spam messages; (b) contains or introduces viruses, worms, Trojan horses, email bombs, cancel bots or other similar computer programming routines; (c) is in any way unlawful; (d) infringes the intellectual property or privacy or other rights of any person, including without limitation the intellectual property rights of PCI Pal or Telesign; or (e) executes, initiates or causes phishing or social engineering activities;
"Licensed Data"	means the results returned to the Customer by or on behalf of PCI Pal in response to the Customer submitting Risk Services Customer Data as part of the Risk Services;
"Live Risk Services"	means the live risk services to be provided to the Customer by PCI Pal as set out in the Order Form;
"Live Risk Service SLA"	means the service level agreement applicable to Live Risk Services available here: https://legal.pcipal.com/riskservices.html#liveriskservicessla ;
"Order Form"	means the order form, service order form, statement of work or similar ordering document executed between the parties including a description of the Risk Services ordered by the Customer and associated Charges;

"PCI Pal"	means PCI-Pal (U.K.) Limited, a company incorporated in England and Wales (Registered Number 03960535) and having its registered office at 7 Gamma Terrace, Ransomes Europark, Ipswich, Suffolk, England, IP3 9FF;
"Pre-Live Period"	means, where PCI Pal are providing Pre-Live Services, a period starting on the Effective Date and ending on the Go-Live Date;
"Pre-Live Services"	means (if applicable) the pre-live services to be provided to the Customer by PCI Pal as set out in the Order Form;
"Risk Service(s)"	means the AI-powered risk scoring services to be provided to the Customer by PCI Pal consisting of the Live Risk Services and (if applicable) the Pre-Live Services and which may otherwise be referred to as "fraud management" or any other product name referring to these services as set out in the Order Form;
"Risk Service AUP"	means the acceptable use policy applicable to the Risk Service available here: https://legal.pcipal.com/riskservices.html#liveriskserviceaup ;
"Risk Service Charges"	means the charges payable by the Customer to PCI Pal in accordance with the PPS Agreement in exchange for the Risk Service as set out in the Order Form;
"Risk Services Customer Data"	shall mean any information belonging to or provided by the Customer in connection with the Risk Services which directly or indirectly identifies or relates to an identified or identifiable natural person;
"Service Level Agreement"	shall have the meaning given to that term in the PPS Agreement;
"SPAM Policy"	means the spam policy applicable to the Risk Services as set out in the Risk Service AUP;

"Telesign"	means Telesign Corporation, a California corporation located at 13274 Fiji Way Suite 600, Marina del Rey, CA 90292, USA; and
"Working Days"	shall have the meaning given to that term in the PPS Agreement and if no such term exists under the PPS Agreement that term shall mean any day other than a Saturday, Sunday or public holiday in the place where the relevant obligation is to be performed, on which banks are generally open for business.

The rules of interpretation which apply to the PPS Agreement shall apply to this Contract Addendum.

1. Effect of this Contract Addendum

- 1.1. This Contract Addendum makes amendments to the PPS Agreement, in so far as it applies to the provision of Risk Services, with effect from the Effective Date. By accepting the Order Form and/or receiving the Risk Services, the Customer shall be deemed to have accepted this Contract Addendum and shall be bound by it.
- 1.2. Save to the extent that the PPS Agreement is amended by the provisions of this Contract Addendum, the PPS Agreement shall apply to the provision of the Risk Services and references to "Services" in the PPS Agreement shall be read as including the Risk Services.
- 1.3. To the extent any conflict arises between the terms of the PPS Agreement and the terms of this Contract Addendum in relation to the provision of Risk Services, the terms of this Contract Addendum shall prevail and the conflicting provisions of the PPS Agreement shall be disapplied in respect of such Risk Services only.

2. PCI Pal Obligations

- 2.1. If the Order Form provides for the provision of Pre-Live Services, PCI Pal shall provide the Pre-Live Services to the Customer during the Pre-Live Period.
- 2.2. PCI Pal shall not provide any Live Risk Services during such Pre-Live Period.
- 2.3. PCI Pal shall provide the Live Risk Services to the Customer from the Go-Live Date.
- 2.4. The Live Risk Services will materially comply with the description set out in the Order Form and any associated documentation. Subject to Paragraph 3.7 below, PCI Pal will provide the Live Risk Services in compliance with the Live Risk Service SLA.
- 2.5. For the avoidance doubt, the Live Risk Service SLA shall not apply to the provision of the Pre-Live Services.
- 2.6. For the avoidance of doubt the Service Level Agreement shall not apply to the provision of the Risk Services.
- 2.7. PCI Pal may:
 - 2.7.1. temporarily suspend or discontinue the Risk Services, with advance notice (if practicable), at any time if PCI Pal has reasonable cause to suspect that the Risk Services are being used to transmit Inappropriate Content or to commit fraud, or if PCI Pal reasonably believes such action is necessary to avoid an imminent material threat of harm to PCI Pal, its Affiliates, customers or any third party;

- 2.7.2. upon 7 Working Days' notice, suspend provision of the Risk Services if (i) any Risk Service Charges are due and unpaid, or (ii) the Customer fails to comply with the Risk Service AUP; and
- 2.7.3. suspend the Risk Services in whole or in part if PCI Pal reasonably suspects that the Customer's account is being used in breach of the SPAM Policy and PCI Pal will give the Customer as much notice as reasonably practicable and if feasible under the circumstances.

2.8. PCI Pal does not guarantee the accuracy of the outputs and results provided to Customers as part of the Live Risk Services and (where applicable) Pre-Live Services. PCI Pal shall have no liability whatsoever to the Customer for any direct, indirect or consequential loss or damage arising in any way from any use of or reliance placed on the outputs and results of the Live Risk Services and (where applicable) Pre-Live Services.

2.9. For the avoidance of doubt, and notwithstanding any warranties provided by PCI Pal under the PPS Agreement, PCI Pal does not warrant that the Risk Services will correspond with the requirements or specifications for the Payment Platform Services.

3. Customer Obligations

- 3.1. The Customer shall:
 - 3.1.1. co-operate with PCI Pal in all matters relating to the Live Risk Services and (where applicable) Pre-Live Services;
 - 3.1.2. provide PCI Pal with all assistance, data and information reasonably requested by PCI Pal in a timely manner to allow PCI Pal to provide the Live Risk Services and (where applicable) Pre-Live Services;
 - 3.1.3. obtain and maintain all licences, consents and permissions that are necessary to enable PCI Pal to provide the Live Risk Services and (where applicable) Pre-Live Services; and
 - 3.1.4. comply at all times with the Risk Service AUP.

4. Use of Data

- 4.1. The Customer acknowledges that PCI Pal has subcontracted certain services to Telesign and shall provide the Risk Services to the Customer making use of the services received from Telesign.
- 4.2. The Customer consents to PCI Pal appointing Telesign as a sub-processor of Risk Services Customer Data in connection with the provision of the Risk Services. The Customer acknowledges that the Data Processing Agreement shall apply between PCI Pal and Telesign in connection with the provision of the Risk Services and consents to PCI Pal and Telesign processing Risk Services Customer Data in accordance with such Data Processing Agreement.
- 4.3. Notwithstanding anything to the contrary in the PPS Agreement and this Contract Addendum, the Customer acknowledges and agrees that PCI Pal may be required to disclose Customer Data such as names, addresses, email addresses and use cases to third parties in order to set up the Risk Services or when such third party requires the information to prevent or investigate Inappropriate Content.
- 4.4. The provision of the Risk Services may include data obtained from third parties. The Customer consents to the disclosure by PCI Pal of the Customer's (and its end users') identity to such third parties for the limited purpose of ensuring that PCI Pal is complying with the terms of its agreement with such third parties. If any such third party requires the Customer (or its end users) to provide specific consent to enable the provision of the Risk Services, the Customer shall reasonably co-operate with PCI Pal to confirm the sufficiency of such consent.
- 4.5. The Customer grants to PCI Pal a non-exclusive, royalty free, sub-licensable, perpetual and worldwide right to:

- 4.5.1. use any Risk Services Customer Data and Licensed Data for the purpose of providing the Risk Services;
- 4.5.2. use any Risk Services Customer Data and Licensed Data to compile, use and disclose fully anonymised and aggregated information, provided that no such information will directly identify and cannot be used to identify the Customer, as necessary to maintain and improve the Risk Services; and
- 4.5.3. use for any purposes the suggestions and feedback provided by the Customer regarding the Risk Services.

5. Charges

- 5.1. In consideration for the Risk Services provided by PCI Pal to the Customer directly or through a reseller, the Customer will pay the Risk Service Charges set out in the Order Form. For the avoidance of doubt, the Risk Service Charges shall be additional to any Charges payable by the Customer under the PPS Agreement.
- 5.2. The Customer shall pay the Risk Service Charges in accordance with the payment provisions of the PPS Agreement as if references to Charges were to the Risk Service Charges.

6. Customer Indemnities

- 6.1. The Customer will indemnify PCI Pal against any claim brought by a third party arising from:
 - 6.1.1. Customer Content and Risk Services Customer Data used with the Risk Services;
 - 6.1.2. the Customer's use of the Risk Services in breach of the PPS Agreement, this Contract Addendum and the Risk Service AUP; and
 - 6.1.3. the Customer's combination, operation or use of the Risk Services with equipment, software, content, services or data not supplied, recommended or agreed by PCI Pal in writing.

7. Limits on Liability

- 7.1. The provisions of the PPS Agreement relating to the exclusion or limitation of liability shall not apply to the provision of the Risk Services.
- 7.2. Nothing in this Contract Addendum limits or excludes liability for:
 - 7.2.1. death or personal injury caused by negligence;
 - 7.2.2. fraud or fraudulent misrepresentation; or
 - 7.2.3. any other liability that cannot lawfully be limited or excluded.
- 7.3. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded in respect of the Risk Services.
- 7.4. Subject to Paragraph 8.2, PCI Pal's aggregate liability to the Customer arising from or relating to this Contract Addendum or the provision of the Risk Services, whether in contract, tort (including negligence) or otherwise, will not exceed the total of all amounts paid or payable by the Customer to PCI Pal in respect of the Risk Services for the 12 month period immediately preceding the month in which the liability arose.
- 7.5. Subject to Paragraph 8.2, neither party shall be liable in contract, tort (including negligence) or otherwise arising out of or in connection with this Contract Addendum or the provision of the Risk Services, for:
 - 7.5.1. any economic loss including, but not limited to, loss of revenues, profits, contracts, data, business or anticipated savings; or
 - 7.5.2. any loss of goodwill or reputation; or
 - 7.5.3. any special, indirect or consequential losses or damages,

7.5.4. in any case, whether or not such losses were within the contemplation of the parties at the date of this Contract Addendum or suffered or incurred by that party arising out of or in connection with this Contract Addendum or the provision of the Risk Services.

8. Termination

8.1. In addition to any rights of termination which apply to the parties under the PPS Agreement, either party may terminate the Risk Services and this Contract Addendum with immediate effect by written notice to the other party if PCI Pal ceases to have the right to resell the Risk Services as a result of the termination or expiry of its agreement with Telesign, or if Telesign ceases to make the Risk Service generally available in the market.

8.2. In addition to any rights of termination which apply to PCI Pal under the PPS Agreement, PCI Pal may terminate the Risk Services and this Contract Addendum by providing not less than 90 days' notice in writing to the other party.

9. Assignment

9.1. The provisions of the PPS Agreement related to assignment shall not apply to the Order Form and this Contract Addendum.

9.2. PCI Pal may assign or subcontract its rights and obligations under the Order Form and this Contract Addendum to any third party without the prior written consent of the Customer.

9.3. The Customer shall not assign, delegate or otherwise deal with any or all of its rights and obligations under the Order Form and this Contract Addendum without the prior written consent of PCI Pal.

10. Severability

10.1. If any provision of this Contract Addendum is declared by any competent authority to be invalid or unenforceable in whole or in part then the validity of the other provisions of this Contract Addendum and the PPS Agreement shall not be affected.

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