

Terms and Conditions For Use of Accelerated Payments Platform & Website

IMPORTANT LEGAL NOTICE: This legal notice applies to the entire contents of the Website under the domain name www.acceleratedpayments.com (collectively, the “Website”) and to any correspondence by e-mail between you and us. Please read these terms (“Terms”) carefully before using the Website. Using the Website indicates that you accept these terms regardless of whether or not you choose to register with us. If you do not accept these terms, do not use the Website. This notice is issued by Accelerated Payments Ltd. (the “Company”), an Irish company with its registered office at 11/12 Warrington Place, Dublin 2, Ireland, Telephone: +353 (1) 554 3940. These Terms are attached as Exhibit I to the Accelerated Payments Receivables Purchase Agreement, and are subject in all respects to the provisions thereof.

1. INTRODUCTION

1.1 You may access public areas of the Website without registering your details with us. Certain areas of the Website are only open to you if you register.

1.2 By accessing any part of the Website, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave the Website immediately.

1.3 The Company may revise this legal notice at any time by updating this posting. You should check the Website from time to time to review the then current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages at the Website.

1.4 Membership of the Website is at the sole discretion of the Company and shall be strictly subject to compliance with the Terms.

2. LICENSE

2.1 You are permitted to print and download extracts from the Website on the following basis:

- (a) no documents or related graphics on the Website are modified in any way;
- (b) no graphics on the Website are used separately from the corresponding text; and
- (c) the Company's copyright and trademark notices and this permission notice appear in all copies.

2.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on the Website (including without limitation photographs and graphical images) are owned by the Company or its licensors. For the purposes of this legal notice, any use of extracts from the Website other than in accordance with Section 2.1 for any purpose is prohibited. If you breach any of the terms in this legal notice, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.

2.3 Subject to Section 2.1, no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without the Company's prior written permission.

2.4 Any rights not expressly granted in these terms are reserved.

3. SERVICE ACCESS

3.1 While the Company endeavors to ensure that the Website is normally available 24 hours a day, the Company shall not be liable if for any reason the Website is unavailable at any time or for any period.

3.2 Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the Company's control.

4. VISITOR MATERIAL AND CONDUCT

4.1 Other than personally identifiable information, which is covered under our Privacy Policy, any material you transmit or post to the Website shall be considered non-confidential and non-proprietary. The Company shall have no obligations with respect to such material. The Company and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

4.2 You are prohibited from posting or transmitting to or from the Website any material:

(a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or

(b) for which you have not obtained all necessary licenses and/or approvals; or

(c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or

(d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

4.3 You may not misuse the Website (including, without limitation, by hacking).

4.4 The Company shall fully co-operate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or locate anyone posting any material in breach of Section 4.2 or Section 4.3.

5. LINKS TO AND FROM OTHER WEBSITES

5.1 Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. The Company has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. The Company therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

5.2 If you would like to link to the Website, you may only do so on the basis that you link to, but do not replicate, the home page of the Website, and subject to the following conditions:

- (a) you do not remove, distort or otherwise alter the size or appearance of the Company logo;
- (b) you do not create a frame or any other browser or border environment around the Website;
- (c) you do not in any way imply that the Company is endorsing any products or services other than its own;
- (d) you do not misrepresent your relationship with the Company nor present any other false information about the Company;
- (e) you do not otherwise use any Company trademarks displayed on the Website without express written permission from the Company;
- (f) you do not link from a website that is not owned by you; and
- (g) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

5.3 The Company expressly reserves the right to revoke the right granted in Section

5.2 for breach of these terms and to take any action it deems appropriate.

5.4 You shall fully indemnify the Company for any loss or damage suffered by the Company or any of its group companies for breach of Section 5.2.

6. REGISTRATION

6.1 Each registration is for a single user only. The Company does not permit you to share your user name and password with any other person nor with multiple users on a network.

6.2 Responsibility for the security of any passwords issued rests with you.

7. DISCLAIMER

7.1 While the Company endeavors to ensure that the information on the Website is correct, the Company does not warrant the accuracy and completeness of the material on the Website. The Company may make changes to the material on the Website, or to the procedures and products described in it, at any time without notice. The material on the Website may be out of date, and the Company makes no commitment to update such material.

7.2 The material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Company provides you with the Website on the basis that the Company excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for this legal notice, might have effect in relation to the Website.

8. LIABILITY

The Company, any other party (whether or not involved in creating, producing, maintaining or delivering the Website), and any of the Company's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.

9. GOVERNING LAW AND JURISDICTION

This legal notice shall be governed by and construed in accordance with the provisions of the Receivable Purchase Agreement.

Privacy Statement

This Privacy Statement is effective from 22nd May 2017.

1. General Information about us

1.1 This privacy notice applies to all personal information processing activities carried out by Accelerated Payments Limited and any of its subsidiaries including Accelerated Payments Capital Designated Activity Company. Accelerated Payments Limited is a private company limited by shares. Accelerated Payments Limited is a data controller in respect of personal information that we process in connection with our business (including the products and services that we provide). Our registered office is 39 Northumberland Road, Ballsbridge, Dublin D04H1F3.

1.2 In this notice, references to “we”, “us” or “our” are references to Accelerated Payments Limited and any of its subsidiaries including Accelerated Payments Capital DAC.

1.3 We respect individuals’ rights to privacy and to the protection of personal information and are committed to safeguarding the privacy and security of the information we collect. The purpose of this Privacy Notice is to explain how we collect and use personal information in connection with our business. We may update our Privacy Notice from time to time, by communicating such changes to you and publishing the updated Privacy Notice on our website www.acceleratedpayments.com. We would encourage you to visit our website regularly to stay informed of the purposes for which we process your information, your rights to control how we process it and the information we process.

2. Important information about this privacy statement

2.1 This Privacy Statement sets out the basis, on which any personal data you provide to us, or we collect from you through our website(s), our Applications and Services, or our operating partners will be processed by us.

2.2 Definitions are as per Definitions in our terms and conditions set out in our Master Receivables Agreement.

2.3 If you do not agree with this Privacy Statement, you should not conduct business with us.

3. Collection of your personal data

3.1 We collect your personal data in order to:

- a. allow us to provide you with our services;
- b. monitor, analyse and improve our services;
- c. prevent money-laundering, fraud & illegal activities, and prosecute offenders;
- d. allow us to provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes;
- e. comply with legal obligations such as Anti Money Laundering legislation

4. How we protect and manage your personal data

4.1 We will take appropriate measures to ensure confidentiality of all information, both paper and electronic required for the operation of our business. We will take appropriate steps to protect data stored or transmitted against accidental or unlawful destruction, accidental loss or alteration, and unauthorised or unlawful storage, processing, access or disclosure.

4.2 We will ensure that your personal data will only be accessed by authorised personnel for legally authorised purposes.

4.3 We will only use personal data in our possession for its intended, specific and authorised purpose.

4.4 Your personal data will be retained and maintained in accordance with applicable Data Protection and Privacy laws and regulations. Upon request by you, we will amend the personal data we hold if factually incorrect or incomplete and provide you with a copy of any personal data held by us.

4.5 All our employees are trained in applicable Data Protection and Privacy legislation and will act with due care and diligence when handling personal data.

5. Third parties and your data

5.1 We will not share your information with anyone outside of Accelerated Payments Limited, Accelerated Payments Capital DAC Limited or any of its subsidiaries except:

- a) where we have your permission;
- b) where required for your product or service;
- c) where we are under a duty to disclose or share your personal data in order to comply with any legal obligation;
- d) with third parties providing services to us, agents and sub-contractors acting on our behalf, such as the companies which provide treasury and banking services in order to support the services we provide to you;
- e) with debt collection agencies;
- f) with any central credit register, credit reference and fraud prevention agencies;
- g) with third parties or other companies that enable the provision of our service to you (such as credit insurance companies);
- h) where required for the online recording and processing of invoices in order to facilitate the provision of our service to you;
- i) to facilitate the re-organisation, transfer, financial arrangement, sub-participation, asset disposal, including, without limitation, portfolio sales, securitisations or other transactions relating to our business and/or assets held by our business where information may be shared with any relevant third party;
- j) in anonymized form as part of statistics or other aggregated data shared with third parties; or
- k) where permitted by law, it is necessary for our legitimate interests or those of a third party, and it is not in order to enforce or apply our Terms and Conditions or other agreements;
- l) to protect the rights, property, or safety of us, our customers, or others.

If you ask us to, we will share information with any third party that provides you with professional services. If you ask a third-party provider to provide you with professional services, you're allowing that third party to access information relating to the business you conduct with us. We are not responsible for any such third party's use of your information, which will be governed by their agreement with you and any privacy statement they provide to you.

6. Information we collect from you

6.1 Our customers are predominantly businesses and may include individuals in the case of sole traders. The information we receive and collect from prospective and live customers is strictly related to our customers and the services we provide and execute. The information we collect may include financial and other information. The above information and any contact or enquiry you make will be stored by us in line with our data retention policy.

6.2 When you visit our website(s) or use any of our Applications we collect your IP address and other information such as the domain and host from which you access the internet, the browser and browser version, the operating system, and type of device. We do so in order to administer our services and optimise our websites and Applications for you and to diagnose problems with our website(s) or Applications. We also use the information to assist in the fight against fraudulent or malevolent use of the Account and to ensure a better user experience. We may also employ location services to determine your approximate location for validation purposes.

6.3 "Cookies" are small pieces of information that are stored by your browser on your device. Like most websites and applications we use cookies to keep track of your activity and enhance your experience. We also use cookies to assist us in the fight against fraud or malice. If you wish to disable these cookies, the "help" section of the toolbar on most browsers will tell you how. However, if you set your browser to disable cookies, you may not be able to access certain areas or features of our Applications or website(s).

7. Your personal data rights

7.1 You have a right to the following (unless it conflicts with another legal obligation):

- a. Seek access to information which we hold about you;
- b. To ask us to correct information about you which is inaccurate, incomplete or out of date;
- c. To erase your personal data unless certain conditions apply including that processing is necessary for compliance with a legal obligation;
- d. To restrict the processing of your personal data or to object to such processing;
- e. To data portability whereby your personal data can be transmitted directly from one controller to another where technically feasible.
- f. To lodge a complaint with us or with the Data Protection Commissioner. If you wish to raise a complaint in relation to how we handled your personal information, please email us at the email set out below. You have the right to complain to the Data Protection Commissioner.

7.2 Any such request should be made to us in writing to: Customer Services, Accelerated payments Limited, 36 Dame Lane, or email info@acceleratedpayments.com. You can contact the Data Protection Commissioner at, Canal House, Station Road, Portarlinton, R32 AP23, County Laois, Ireland. Phone +353 (0) 761 104 800; LoCall 1890 25 22 31; email info@dataprotection.ie. For more information, visit www.dataprotection.ie.

8. Retention of your personal data

8.1 Your personal data will be retained for a period of no less than six years from the date you advise you wish to cease conducting business with us or the date of the last transaction, whichever is the later.

8.2 We do not sell or rent your personal data to any third parties for marketing purposes.

9. Using companies to process your information outside the European Economic Area (EEA)

9.1 In some cases, we may transfer information about you and your products and services with us to our service providers and other organisations outside the EEA. We will always take steps to ensure that any transfer of information outside of the EEA is carefully managed to protect your privacy rights.

10. Changes to this Privacy Statement

10.1 We continue to review our controls and processes to ensure that they are effective in meeting our commitments to our customers. We reserve the right to change this Privacy Statement without notice at any time and from time to time, including as needed to comply with the laws and regulations of the jurisdictions within which we operate.