



Schedule 5 – End User Licence Agreement (EULA) for Zash App, Zash Solution and Documentation

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This **Error! Reference source not found.** applies ONLY if the Merchant uses the Zash Solution (web-based solution) or Zash App (in addition to all other terms of the Agreement).

LICENSE GRANT

- 1.1. This Licence Agreement (Licence) is a legal agreement for:
 - 1.1.1. Zash App and any updates or supplements to it;
 - 1.1.2. Zash Solution and associated services (the service the Merchant connects to via the App and the content DNAP provides to the Merchant through it);
 - 1.1.3. Any associated printed or online materials and documentation, developer and integration documentation, printed, online or electronic (the "Documentation").
- 1.2. DNAP licenses the use of the Software, App, Zash Solution and associated Documentation to the Merchant on the basis of this Licence. DNAP does not sell Zash App, Zash Solution and associated Documentation to you. DNAP remains the owners of the Zash App, Zash Solution and associated Documentation at all times.
- 1.3. In return for the Merchant's agreeing to comply with these terms, and pay the licence fees associated with the Zash App, App, Zash Solution, DNAP grants the Merchant a non-exclusive, non-transferable licence to use the Zash App, Zash Solution and associated Documentation in the Permitted Country on the terms of this Licence.
- 1.4. The Merchant may, under the terms and conditions of this Licence:
 - 1.4.1. Download a copy of the Zash App onto device and view, use and display the Zash App and the Zash Solution on such devices for the Merchant's personal purposes only;
 - 1.4.2. Use the Zash App, Zash Solution and associated Documentation, in accordance with the terms and conditions of this Licence and instructions or guidelines DNAP may give the Merchant from time to time;
 - 1.4.3. To the extent that DNAP provides Payment Terminals, DNAP shall deliver the Software pre-installed on the Payment Terminal. To the extent that the Software is to be delivered via any other means, such delivery and any applicable installation shall be carried out as provided for and required by DNAP.
 - 1.4.4. Use any Documentation to support the Merchant's permitted use of the Zash App and Zash Solution.
 - 1.4.5. Receive and use any free supplementary software code or update of the Zash App incorporating "patches" and corrections of errors as DNAP may provide to the Merchant.

2. RESTRICTIONS

- 2.1. Except as expressly set out in this Licence or as permitted by any Applicable Laws, the Merchant undertakes:
 - 2.1.1. Not to copy the Zash App, Zash Solution and associated Documentation except where such copying is incidental to normal use of the Zash App or Zash Solution, or where it is necessary for the purpose of back-up or operational security;
 - 2.1.2. Not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Zash App, Zash Solution and associated Documentation;
 - 2.1.3. Not to make alterations to, or modifications of, the whole or any part of the Zash App, Zash Solution and associated Documentation, nor permit the Zash App, Zash Solution and associated Documentation or any part of it to be combined with, or become incorporated in, any other programs or materials;
 - 2.1.4. Not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Zash App, Zash Solution and associated Documentation, nor attempt to do any such thing. In case that the Merchant is looking to develop code for the purpose of achieving inter-operability of the Zash App with another software program, the Merchant must notify DNAP in writing and DNAP will examine the Merchant's request within two (2) months. The Merchant may only decompile Zash App (this does NOT include reverse-engineering or any other action) if DNAP has failed to respond to the Merchant within two (2) months, to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential, and provided that the information obtained by the Merchant during such activities:
 - 2.1.4.1. is used only for the purpose of achieving inter-operability of the Zash App with another software program; and
 - 2.1.4.2. is not unnecessarily disclosed or communicated without DNAP's prior written consent to any third party; and



2.1.4.3. is not used to create any software which is substantially similar to or in competition with the Zash App;

- 2.1.5. To keep all copies of the Zash App secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Zash App;
- 2.1.6. To supervise and control use of the Zash App, Zash Solution and associated Documentation and ensure that it is used by the Merchant's employees and representatives in accordance with the terms of this Licence;
- 2.1.7. To include DNAP's copyright notice on all entire and partial copies the Merchant makes of Zash App, Zash Solution and associated Documentation on any medium;
- 2.1.8. Not to provide or otherwise make available the Zash App, Zash Solution and associated Documentation in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person (other than the Merchant's employees) without prior written consent from DNAP;
- 2.1.9. Not use the Zash App, Zash Solution and associated Documentation outside the Permitted Country.

- 2.2. DNAP gives the Merchant a personal right to use the Zash App, Zash Solution and the Documentation as described above. The Merchant may not otherwise transfer the Zash App, Zash Solution, or Documentation to another person, whether for money, for anything else, or for free. If the Merchant sells a device on which the Zash App is installed, the Merchant must remove the Zash App from that device.
- 2.3. If the Merchant installs the Zash App on a phone or other device that the Merchant does not own, the Merchant must obtain the owner's permission to do so. By installing the Zash App on a device, the Merchant agrees to this License and acknowledge that the Merchant is responsible for complying with this License, whether or not the Merchant owns the phone or other device.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1. The Merchant acknowledges that all intellectual property rights in the Zash App, Zash Solution and associated Documentation anywhere in the world belongs to DNAP, that rights are licensed (not sold) to you, and that the Merchant has no rights in, or to, Zash App, Zash Solution and associated Documentation other than the right to use them in accordance with the terms of this Licence.
- 3.2. The Merchant acknowledges that the Merchant has no right to have access to the Zash App, Zash Solution and associated Documentation in any executable nor source code form. Zash App, Zash Solution and associated Documentation will be made available to the Merchant as a "software-as-a-service", or pre-installed in the ePoS provided to the Merchant by DNAP.

4. LIMITED WARRANTY

- 4.1. For the duration of validity of this Licence, DNAP warrants that:
 - 4.1.1. Zash App, Zash Solution will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described in the Documentation, and
 - 4.1.2. that the Documentation describes the operation of the Zash App, Zash Solution substantially in accordance with its technical specifications.
- 4.2. If, within the warranty period, the Merchant notifies DNAP of any defect or fault in the Zash App, Zash Solution as a result of which it fails to perform substantially in accordance with the Documents, DNAP will, at DNAP's sole option, either repair or replace Zash App, Zash Solution, provided that the Merchant makes available all the information that may be necessary to help DNAP to remedy the defect or fault, including sufficient information to enable DNAP to recreate the defect or fault.
- 4.3. The warranty does not apply:
 - 4.3.1. if the Merchant is in breach of any term or condition of the present Licence or of the Agreement;
 - 4.3.2. if the defect or fault in the Zash App, Zash Solution results from the Merchant having altered or modified the Software, App, Zash Solution; and
 - 4.3.3. if the defect or fault is caused by the operation of the Zash App, Zash Solution in conjunction with other hardware, software or network not provided by us.

5. DNAP'S RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 5.1. **NO FITNESS FOR PURPOSE.** The Merchant acknowledges that the Zash App, Zash Solution have not been developed to meet the Merchant's individual requirements, including any particular cybersecurity requirements the Merchant might be subject to under law or otherwise, and that it is therefore the Merchant's responsibility to ensure that the facilities and functions of the Zash App as described in the Documentation meet the Merchant's requirements.
- 5.2. DNAP only supplies the Zash App, Zash Solution and Documentation for internal use by the Merchant's business, and the Merchant agrees not to use the Zash App, Zash Solution for any re-sale purposes.

6. COLLECTION OF TECHNICAL DATA ABOUT THE MERCHANT'S DEVICE



- 6.1. By using the Zash App or Zash Solution, the Merchant agrees to DNAP collecting and using technical information about the devices the Merchant uses the Zash App on and related software, hardware and peripherals to improve DNAP's products and to provide any Zash Solution.

7. UPDATE TO THE ZASH APP, ZASH SOLUTION AND CHANGES TO THE SERVICE

- 7.1. DNAP may release new versions, releases or patches in connection with the Zash App, or Zash Solution. DNAP shall endeavour to notify the Merchant about such new versions, releases and patches but in any event DNAP shall be free to apply such new versions, releases or patches, whether remotely or otherwise, as required from time to time. To the extent that DNAP requires the Merchant's assistance in relation to the application of such version, release or patch, the Merchant will provide such assistance as may be required by DNAP. If the version, release or patch cannot be applied as a result of any failure by the Merchant to provide adequate access and/or assistance this may affect the performance of the Zash App, or Zash Solution, and to the extent that such failure leads to any performance issues or breach of warranty of the Zash App, or Zash Solution, DNAP shall not be responsible for any such performance issue or breach.
- 7.2. DNAP may require that new versions, releases or patches released in connection with a security issue be deployed on short notice. If the Merchant does not install these new versions, releases or patches, or does not cooperate with DNAP to enable DNAP to provide them, this will be a material breach of this License.

8. THIRD PARTY WEBSITES

- 8.1. The Zash App or the Zash Solution may contain links to third-party websites that are not provided by DNAP. Such third-party websites are not under DNAP's control, and DNAP and / or Zash are not responsible for the content, products or services provided by such third parties and have not reviewed or approved their content, terms of use or privacy policies (if any).
- 8.2. The Merchant agrees and acknowledges that the Merchant's use of such third-party products and services is the Merchant's sole responsibility, including deciding whether to use such independent websites and whether to purchase any products or services offered by them.

9. ACCEPTABLE USE RESTRICTIONS

- 9.1. The Merchant must:
- 9.1.1. not use the Zash App or Zash Solution in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Zash App, or Zash Solution, or any operating system;
 - 9.1.2. not infringe DNAP's intellectual property rights or those of any third-party in relation to the Merchant's use of the Zash App, or Zash Solution, including by the submission of any material (to the extent that such use is not licensed by these terms);
 - 9.1.3. not transmit any material that is defamatory, offensive or otherwise objectionable in relation to the Merchant's use of the Zash App or Zash Solution;
 - 9.1.4. not use the Zash App, or Zash Solution in a way that could damage, disable, overburden, impair or compromise DNAP's systems or security or interfere with other users; and
 - 9.1.5. not collect or harvest any information or data from the Zash App, or Zash Solution or DNAP's systems or attempt to decipher any transmissions to or from the servers running any service DNAP provides to the Merchant.
- 9.2. **Please back-up content and data used with the Zash App.** DNAP recommends that the Merchant backs up any content and data used in connection with the Zash App.
- 9.3. **DNAP is not responsible for events outside DNAP's control.** If provision of the Zash Solution or support for the Zash App or the Zash Solution is delayed by an event outside DNAP's control then DNAP will contact the Merchant as soon as possible to let the Merchant know and DNAP will take steps to minimise the effect of the delay. Provided DNAP does this DNAP will not be liable for delays caused by the event but if there is a risk of substantial delay the Merchant may contact DNAP to terminate these Conditions and receive a refund for any Zash App or Zash Solution the Merchant has paid for but not received.