



Google LLC requires these terms to include the Send to Wallet feature for Google wallets in a program issuing GBP or EUR currency.

GOOGLE SEND TO WALLET

GBP AND EUR CURRENCY

TERMS AND CONDITIONS

Background

The payments issuer for your program (Transact Payments Limited and/or Transact Payments Malta Limited, as applicable) (the “Issuer”) has entered into an agreement with Google LLC (“Google”) (the “Google Agreement”) and the program manager of your program (Swift Prepaid Solutions, LLC, an Onbe company) (the “PM”) has entered into an agreement with Issuer regarding its Sub-Entity Obligations pursuant to the Google Agreement. The Google Agreement contains a definition of a ‘Sub-Entity’ as set forth in Section 1.10 below. You are an example of such a Sub-Entity. As such, the Issuer and PM are required to obtain a written acknowledgement that you agree to comply with certain equivalent obligations to the Issuer’s and PM’s relevant obligations under the Google Agreement set out in the Obligations section below of this sub-entity acknowledgement (the “Sub-Entity Acknowledgement”). For the avoidance of doubt, the Definitions and Obligations set forth in this Sub-Entity Acknowledgement apply only with respect to any international Google Wallet Services provided to you pursuant to your relevant agreement with PM.

To the extent you are a partner of the PM that is permitted to enter into agreements whereby other corporate entities will use the Google Payment Service (defined below), you acknowledge that those corporate entities are Sub-Entities and agree that you will cause such Sub-Entities to execute an acknowledgement substantially similar to this Acknowledgement.

Google offers to its Users a technology solution through which Users can, among other activities, utilise their eligible Cards and other payment instruments to make purchases via any method accepted by Merchant and supported by Google, including but not limited to, at Merchants’ physical locations (through NFC-enabled card readers) and e-commerce locations, including mobile sites, native mobile applications, and web sites (the “Google Payment Service”).

1. Definitions.

- 1.1. **Affiliate**: means any current or future company controlling, controlled by or under common control with either the Issuer or Google, where “control” will mean ownership, directly or indirectly, of the shares of a company representing fifty percent (50%) or more of the voting rights in this company.
- 1.2. **Brand Features**: means the trade names, trademarks, service marks, logos, domain names and other distinctive features of a party’s services or products.
- 1.3. **Card**: means any payment card, payment credential, or Token issued by or on behalf of the Issuer in connection with the applicable TSP.
- 1.4. **Cardholder**: means a person or corporate entity that has been approved by the Issuer to use a Card.
- 1.5. **Confidential Information**: means information with respect to a Sub-Entity that one party or its affiliate discloses to the other party and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include:
 - (a) information that is independently developed by the recipient;
 - (b) is rightfully given to the recipient by a third party without confidentiality obligations, or
 - (c) becomes public through no fault of the recipient.
- 1.6. **Indemnified Liabilities**: means any:
 - (a) settlement amounts approved by the indemnifying party; and

- (b) damages and costs in a final judgment awarded against the indemnified party or parties by a competent court.
- 1.7. **Personal Information:** means any information about an individual or information that is not specifically about an individual but, when combined with other information, may identify an individual.
- 1.8. **Merchant:** means an entity that accepts payment for its goods or services from Users through the Google Payment Service.
- 1.9. **Network:** means American Express, Discover, MasterCard, Visa, or other payment card network, as applicable.
- 1.10. **Sub-Entity:** means any entity, including any wholly-owned subsidiary, affiliate, franchisee, associated, sub-brand, sponsored or white-label entity, in each case:
 - (a) that has been granted a license by the Issuer to issue a Card, and/or
 - (b) which receives a series of services relating to the Card business (e.g. review of application for membership, issuance of the Card, authorisation and processing for card transactions, operation of inquiry desk, billing affairs, and collecting payment from a Cardholder) under the Issuer's license permissions.Sub-Entity excludes any entity that has declined to participate in the Google Payment Service.
- 1.11. **Territory:** means the country or countries where the Issuer participates in the Google Payment Service.
- 1.12. **Token:** means a surrogate value for a primary account number (PAN) that is a 13 to 19-digit numeric value that must pass basic validation rules of an account number. Tokens are generated within a BIN range that has been designated as a 'Token BIN Range' and flagged accordingly in all appropriate BIN tables.
- 1.13. **Token Service Provider or TSP:** means an entity (which may include a Network) in the Territory that generates and manages Tokens and Tokenization.
- 1.14. **Tokenization:** means the method utilised by the Google Payment Service whereby Google or its Affiliate requests from the applicable TSP a Token to facilitate the processing of transactions on behalf of Merchants for the benefit of Users.
- 1.15. **User:** means a person who has an account with Google or a Google Affiliate.

Obligations

1. **Marketing.**
 - 1.1. You, if and as applicable, agree to comply with Google's Brand Feature Guidelines (as provided to you by the PM in writing);
 - 1.2. You agree that the PM's licence to use Google's Brand Features is limited to those associated with the Google Payment Service;
 - 1.3. You, if and as applicable, will obtain prior written approval for any other use of Google's Brand Features;
 - 1.4. You understand that Google may revoke the licence to use its Brand Features with reasonable notice and agrees that it will stop using the Brand Features in the event of revocation of the licence;
 - 1.5. You agree that it grants Google a licence to use its Brand Features (and any third party's Brand Features included on a Card) in connection with promotional materials and verbal communications solely for the purpose of operating and promoting the Google Payment Service;
 - 1.6. You agree that Google may issue a press release indicating your participation in the Google Payment Service;
 - 1.7. You grant Google a limited, non-exclusive and non-sublicensable licence to display your Brand Features and the Brand Features of any third party you provided to PM, in each case, that may be included on a Card; and
 - 1.8. You will commence promotional activities for the Google Payment Service to Cardholders no later than one month after the launch date (unless all parties agree on an alternative date in writing, which may be by email).
2. **Audit.** You agree that a regulatory authority or court of competent jurisdiction will have the right to audit and examine such party's records held by the other party that relate to your participation in the Google Payment Service.
3. **Confidential Information.**
 - 3.1. You agree that this Acknowledgement is Confidential Information;
 - 3.2. You agree that where you receive Confidential Information you shall not disclose such Confidential Information except to employees, affiliates, agents or professional advisors who need such access and in each case who have agreed in writing to keep it confidential;

- 3.3. You will ensure that both you, and any third parties who are privy to Confidential Information, shall only exercise rights and fulfil obligations in relation to the Google Payment Service and that the parties keep such actions confidential;
- 3.4. You agree that the recipient of any Confidential Information may properly disclose such Confidential Information if required by law to do so and after giving reasonable notice to the discloser; and
- 3.5. You consent to the applicable token service provider's disclosure to Google and Google Affiliates of any information or reports required to be provided as part of your participation in the Google Payment Service.

4. Defence and Indemnity.

- 4.1. You will defend PM, the Issuer and Google and each of their respective Affiliates and indemnify them against Indemnified Liabilities in any third-party legal proceeding ("Third-Party Legal Proceeding") if arising from:
 - (a) your Brand Features or any third party's Brand Features provided by you that are included on a Card infringing a third party's Intellectual Property Rights;
 - (b) your failure to comply with applicable laws or regulations;
 - (c) any unauthorized charges or transactions through the Google Payment Service initiated through a card; and
 - (d) the breach of any clauses stated under paragraph 7 (Anti-Bribery).
- 4.2. The indemnified party must promptly notify the indemnifying party of any allegation(s) that preceded any third-party legal proceeding and cooperate reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If a breach of this clause prejudices the defence of the Third-Party Legal Proceeding, the indemnifying party's obligations under this 'Defence and Indemnity' section will be reduced in proportion to the prejudice.
- 4.3. The indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following:
 - (a) the indemnified party may appoint its own non-controlling counsel, at its own expense; and
 - (b) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent which is not to be unreasonably withheld, conditioned, or delayed.

5. General.

- 5.1. You agree that Google shall have the right to suspend or terminate your participation in the Google Payment Service without prior notice if Google believes that:
 - (a) you have breached or caused Google to breach any of these obligations;
 - (b) that a breach is likely to occur;
 - (c) you experience a change of control (i.e., any form of corporate transaction); or
 - (d) you are no longer a Sub-entity.
- 5.2. You will not charge Cardholders any fees to use the Google Payment Service Google Payment Service;
- 5.3. If applicable, you will not intentionally discriminate against the Google Payment Service with respect to other mobile payment services in relation to:
 - (a) prominence in your placement and listing of push provisioning buttons;
 - (b) customer service provided to Cardholders;
 - (c) provisioning and identity & verification decisions and models;
 - (d) implementation of push provisioning functionality;
 - (e) user experience; and
 - (f) including cards in the Google Payment Service,
- 5.4. You accept that Google may in its discretion delay or suspend launch of the card program on Google Payment Service within a country or territory upon advance notice; and
- 5.5. You shall not, except as provided for in this Acknowledgement, make any public statement regarding the Google Payment Service without Google's prior written approval.

6. Data and Reporting.

- 6.1. You will not, and will not allow a third party on your behalf, sell or resell data provided to you, if any, related to performance or usage of the Google Payment Service (the "Google Data") or extrapolate data elements from Google Data and/or charge for access to it; and
 - 6.2. You will not disclose to or share with any third party any information about the performance or usage of the Google Payment Service with respect to Cardholders without Google's written approval.
7. Anti-Bribery. You agree that, in performing your obligations under this Acknowledgement, you will comply with all applicable commercial and anti-bribery laws including the UK Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act of 1977. You will not make any facilitation payments.
8. Data Protection
 - 8.1. You agree that you are a Data Exporter with respect to Personal Data, as defined under the General Data Protection Regulation ("GDPR");
 - 8.2. You agree to comply with applicable Data Protection laws, including the GDPR and the California Consumer Privacy Act of 2018, California Civil Code 1798.100 et seq. (2018), as amended and any other applicable U.S. state data protection laws modelled on the CCPA (where such laws are relevant);
 - 8.3. You agree that, to the extent that you transfer Personal Information outside of the EEA, you do so in accordance with the Standard Contractual Clauses for the transfer of Personal Data to Third Countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by European Commission Implementing Decision (EU) 2021/914 of 4th June 2021, as published and made available by the European Commission on its website from time to time ("EC SCCs").