

Podium Terminal Terms

By using Podium's Terminal Service (as defined below), or by signing or clicking accept to any Subscription Documentation referencing these terms, you agree to be bound by the following terms and conditions (the "**Terminal Terms**").

These Terminal Terms incorporate by this reference the [Podium Terms of Service](#) and [Podium Payments Service Terms](#), as may be updated from time to time. Capitalized terms used herein without a definition have the same meaning as the defined term in the Podium Terms of Service and/or Podium Payments Service Terms. For the avoidance of doubt, all references to the "Agreement" will include these Terminal Terms. In the event of any conflict or inconsistency between these Terminal Terms and the Podium Terms of Service, these Terminal Terms will govern but solely with respect to the Terminal Services.

1. DEFINITIONS.

1.1 "**Terminal Product(s)**" (or "**Card Reader(s)**") means the physical point of sale device and any related hardware and accessories provided or made available by Podium. Any software and/or firmware preinstalled on or distributed with the Terminal Products ("**Software**") forms part of the Terminal Products.

1.2 "**Terminal Transaction**" means a Transaction initiated by Client via the Terminal Services.

1.3 "**Terminal Services Territory**" means the United States of America.

2. TERMINAL SERVICES.

2.1 Podium's terminal services allow you to accept various forms of payment and complete Terminal Transactions with your Customers using the Terminal Products ("**Terminal Services**").

2.2 Use of the Terminal Services is (a) subject to the Podium Terms of Service, Payments Service Terms, your PPSP Agreement, and any additional terms set forth in the applicable Subscription Documentation, (b) limited to use in conjunction with the Terminal Products and Podium Services, and (c) only available in the Terminal Services Territory.

2.3 You will not and will not permit any third party to: (a) modify, disassemble, decompile, or reverse engineer any part of the Terminal Services; (b) copy or otherwise reproduce, modify, adapt, alter, translate, or create a derivative work of the Terminal Services; (c) remove, modify, or otherwise tamper with notices or legends on the Terminal Services; (d) distribute, sell, lease, assign, sublicense, or transfer the Terminal Services; (e) use or attempt to use the Terminal Services outside the Terminal Services Territory; or (f) use the Terminal Services to violate any applicable laws, including any laws and regulations related to the use or provision of financial services, notification and consumer protection, unfair competition, privacy, and false advertising, and any other laws relevant to the Terminal Services.

3. PURCHASE OF THE TERMINAL PRODUCT

3.1 The Terminal Products are manufactured by third parties and are resold by Podium. All Terminal Products features, specifications, and prices are subject to change at any time. Podium does not warrant that product descriptions are accurate, complete, reliable, current, or error-free, or that the Terminal Products are available for lease or purchase.

3.2. Podium is not obliged to accept any Subscription Documentation for the purchase of Terminal Products, and Podium may cancel accepted Subscription Documentation at any time if Podium is unable to fulfill the purchase request for any reason. If Podium cancels your Subscription Documentation for the purchase of a Terminal Product because it is unable to fulfill the purchase request for any reason, Podium will fully refund the purchase fees pre-paid by you for such Terminal Products.

3.3 The following terms apply to Terminal Products purchased by Client (as specified in Client's Subscription Documentation):

3.3.1 Podium shall deliver the Terminal Products to the delivery address specified in the Subscription Documentation, at

which time risk of loss will pass to you. Podium will use commercially reasonable efforts to provide you with an estimated delivery date for each Terminal Product; however such delivery date is a good-faith estimate only and is not binding on Podium. Title to each Terminal Product will transfer to you upon the later of (a) your payment of all applicable purchase fees in respect of such Terminal Product and (b) delivery of the Terminal Product in accordance with this Section.

3.4 **Returns.** Except as otherwise set forth in Section 9 herein (“Limited Hardware Warranty and Support”), you may return the Terminal Product only within 21 days after the date of your purchase and only in its original packaging and conditions (including all accessories and components). To begin the return process for a Terminal Product, please contact Podium by visiting <https://www.podium.com/contact-us/>. If you follow our instructions, Podium will provide you with return shipping instructions and will refund your purchase price in full using the same method of payment you used to purchase the Terminal Product. Podium will not take title to any returned Terminal Product until the item arrives at the facility to which Podium instructs you to return the Terminal Product. Returns may be subject to a restocking fee. You will be the exporter and importer of record on all returns transactions and will be directly responsible for ensuring that your returns comply with all export and import regulations. Notwithstanding any terms to the contrary, you agree that any duties and taxes that may be recoverable by you will not be charged or collected from Podium or the Payment Service Provider. This clause does not limit any rights that you might have to seek a refund under applicable Law.

4. USE OF THE TERMINAL PRODUCTS

4.1 Use of the Terminal Products: (a) is subject to the terms of the Podium Terms of Service, Payments Service Terms, your PPSP Agreement, and any additional terms set forth in the applicable Subscription Documentation; (b) is limited to use in conjunction with the Terminal Services and other Podium Services; and (c) is limited to use by competent trained employees authorized by Client to operate or use Terminal Products and with adequate security measures in place to safeguard Terminal Products and data collected by and held on Terminal Products.

4.2. If the terms of your agreements with your **Customers** require amendment to allow you to use Terminal Products, you must make those amendments before you use the Terminal Products.

4.3 You will not and will not permit any third party to: (a) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of a Terminal Product; (b) work around any of the technical limitations implemented in a Terminal Product or enable functionality that is disabled or prohibited; (c) reverse engineer or attempt to reverse engineer a Terminal Products except as expressly permitted by applicable laws; (d) perform or attempt to perform any actions that would interfere with the normal operation of a Terminal Product or impact the use of the Terminal Products by other users; (e) use the Terminal Products in any manner not permitted hereunder or for any purpose other than commercial purposes, and you will not use, or allow any other person to use, the Terminal Products for personal, family, or household use; (f) use the Terminal Product in any location other than the registered location or move the Terminal Products to a new location without registering the device to its new location; (g) remove, modify, deface, or replace any of Podium’s or any Payment Service Provider’s proprietary notices or marks which appear on or are affixed to a Terminal Product; or (h) use the Terminal Products to violate any applicable laws, including any laws and regulations related to the use or provision of financial services, notification and consumer protection, unfair competition, privacy, and false advertising, and any other laws relevant to the Terminal Products.

5. SOFTWARE TERMS

5.1 The Software may be subject to separate license terms (“**EULA**”). You accept the EULA by (a) using the Terminal Products, or (b) installing, copying, or otherwise using or attempting to use the Software. If more than one Software product is included in the Terminal Products, then each Software may have its own EULA. **You are not authorized to install or use the Software unless you first agree to the applicable EULA.** EULAs are not part of these Terminal Terms, but to the extent of any conflict with these Terminal Terms, the EULA will control solely for the Software to which it applies. If any Software does not include a EULA, then Podium grants you a limited, personal license to use that Software only with the Terminal Products on which it was installed and provided to you, and for all purposes under these Terminal Terms, including with regard to limitations on our liability, the Software will be deemed to be part of the Terminal Products on which it was installed.

5.2 You are responsible for installing, integrating, and maintaining the Terminal Products, which includes updating the Software

as may be required by Podium or its Payment Service Provider from time to time. Podium may make updates to the Terminal Products available to you. You must install these updates to continue using the Terminal Products. Podium will not be obligated to provide services or support for any outdated versions. Any updates are subject to these Terminal Terms unless other terms are provided with the updates.

6. **OWNERSHIP AND RIGHTS** These Terminal Terms do not grant any rights or licenses in the Terminal Services, Terminal Products, or Software other than as expressly stated in these Terminal Terms. As between the parties, Podium owns all right, title and interest, including all intellectual property rights, in and to the Terminal Services, Terminal Products and Software. All rights not expressly granted are reserved.

7. FEES

7.1 In addition to any other Fees due to Podium under the Subscription Documentation, Client will pay a fee assessed on a per Terminal Transaction basis ("**Terminal Transaction Fee**") and any additional Fees for additional features within the Terminal Services which may be made available by Podium from time to time, unless otherwise stated in the relevant Subscription Documentation, such Fees payable in accordance with the Podium Terms of Service. Unless otherwise agreed in the relevant Subscription Documentation, the Terminal Transaction Fee and other fees associated with the Terminal Services are subject to change at any time and You will be charged at the then-current rates. You are encouraged to check the current rates prior to using the Terminal Services.

7.2 Unless otherwise expressly provided in an applicable Subscription Documentation, Client will pay the purchase fee upon placing the order for purchase of the Terminal Product. If Client fails to pay any amount due under these Terminal Terms according to the payment terms of the Subscription Documentation, Podium may, in its sole discretion, repossess the Terminal Products, in addition to all other rights and remedies that may be available to Podium.

8. **BETA OR PRE-RELEASE VERSIONS** Podium may from time to time provide Client with versions of the Terminal Services and/or Terminal Products that are identified by Podium as "pre-release" or "beta" ("**Pre-release Versions**"). Podium hereby grants Client, subject to the additional license restrictions set forth in Sections 2 and 3, which will apply to the Pre-release Versions as if they were Terminal Services and Terminal Products, a limited, non-transferable, non-exclusive, revocable license, without the right to sublicense, to use such Pre-release Versions for the sole purpose of testing and evaluation. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMINAL TERMS, ALL PRE-RELEASE VERSIONS ARE PROVIDED "AS IS," WITHOUT ANY WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE (INCLUDING WITHOUT LIMITATION THE LIMITED HARDWARE WARRANTY PROVIDED HEREIN) **AND PODIUM DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES, AND CONDITIONS WITH RESPECT TO THE TERMINAL PRODUCTS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, SATISFACTORY QUALITY AND NON-INFRINGEMENT.** CLIENT ACKNOWLEDGES THAT THE PRE-RELEASE VERSIONS ARE EXPERIMENTAL, HAVE NOT BEEN GENERALLY RELEASED, MAY CONTAIN DEFECTS AND DEFICIENCIES THAT PODIUM CANNOT OR WILL NOT CORRECT, AND THAT PODIUM WILL HAVE NO OBLIGATION TO RELEASE TO CLIENT ANY OF SUCH PRE-RELEASE VERSIONS AS A FINAL PRODUCT. Client assumes the entire risk as to the results and performance of Pre-Release Versions. Client acknowledges that Podium has the right to adopt and use any ideas or suggestions that Client makes or gives to Podium with respect to such Pre-release Versions, permanently and throughout the world, without compensation to Client.

9. LIMITED HARDWARE WARRANTY AND SUPPORT

9.1 Podium provides a one year limited warranty against defective materials and faulty workmanship in a Terminal Product. The warranty period starts on the date of your original purchase of the Terminal Products from Podium, and ends one year after that date. If you submit a claim during this warranty period that is within the scope of the limited warranty, and you follow Podium's instructions for returning the Terminal Product, Podium will at its option, to the extent permitted by applicable law, either repair the Terminal Product, replace the Terminal Product, or refund to you all or part of the purchase price of the Terminal Product. This limited warranty applies only to unaltered hardware components of the Terminal Products that are used in accordance with these Terminal Terms and not subject to accident, misuse, or neglect.

9.2 This limited warranty is provided by Podium and not the Payment Service Provider. This limited warranty gives you specific rights and is personal to you. You may not transfer this warranty to any other person. You may have additional rights under applicable Law, and this limited warranty does not affect such rights. To make a warranty claim, please contact Podium. Podium will provide you with information about how to return your Terminal Products.

10. **TERMINAL SERVICES AND TERMINAL PRODUCT DISCLAIMER THE TERMINAL SERVICES AND TERMINAL PRODUCTS ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITH ALL FAULTS. EXCEPT AS EXPRESSLY STATED IN THESE TERMINAL TERMS, PODIUM PROVIDES NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, AND PODIUM DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES, AND CONDITIONS WITH RESPECT TO THE TERMINAL PRODUCTS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, SATISFACTORY QUALITY AND NON-INFRINGEMENT, AS WELL AS ANY OTHER IMPLIED WARRANTIES, SUCH AS WARRANTIES REGARDING DATA LOSS, AVAILABILITY, ACCURACY, FUNCTIONALITY AND LACK OF VIRUSES. THIS SECTION APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND IN ADDITION TO ANY LIMITATIONS AND DISCLAIMERS THAT MAY BE CONTAINED IN THE PODIUM TERMS OF SERVICE AND PAYMENTS SERVICE TERMS. ANY WARRANTIES, GUARANTEES OR CONDITIONS THAT CANNOT BE DISCLAIMED AS A MATTER OF LAW, BUT WHICH MAY BE LIMITED IN DURATION, LAST FOR ONE YEAR FROM THE DATE ON WHICH YOU RECEIVE A TERMINAL PRODUCT.** Use of the Terminal Products in conjunction with any other products, such as hardware accessories, may lead to incompatibilities which cause the Terminal Products to not function correctly. As a consequence, all such use is at your own risk.
11. **LIMITATIONS ON PODIUM'S LIABILITY.** Podium is not responsible for Client's obligations to its Customers (including properly describing and delivering the goods or services being sold to Customers). You are solely responsible for, and Podium expressly disclaims all liability for, your compliance with applicable laws and obligations related to your provision of the goods or services to your Customers. This may include providing customer service, notification and handling of refunds or Consumer complaints, provision of receipts, registering your legal entity, or other actions not related to the Podium Services (including without limitation, the Terminal Services). You agree to indemnify Podium for any losses we incur based on your failure to properly describe or deliver goods or services, or comply with your legal or contractual obligations to Payment Service Provider or your Customers.