# **Clover Equipment and Services Addendum**

## 1 What This Addendum Does

This Clover Equipment and Services Addendum adds the selected Clover point-of-sale equipment and related accessories you rent or purchase (**Clover Equipment**) and/ or Clover Security services to your merchant processing agreement (Agreement). Bank, however, is not a party to this Addendum. The Clover Equipment is provided to you by Processor (we or us). If anything in this Addendum directly conflicts with the Agreement, this Addendum will control with respect to express content.

#### 2 Fees

In addition to fees that we charge for payment processing or for other services under the Agreement, you will be charged and agree to pay the fees reflected in this Addendum and the applicable fees for Clover Service(s) or as otherwise necessary or applicable to use your Clover Equipment, including all applicable taxes, duties, or other assessments or fees. Fees for Clover Services are displayed in your Clover Dashboard or otherwise through your Clover Account and billed through the Clover App Market, all as subject to the Clover Terms.

# **3 Clover Equipment and Services**

We will provide you with the Clover Equipment you select in this Addendum. You are responsible for maintaining the confidentiality of the account numbers, passwords, security questions and answers, login details, and other information (together, **Credentials**) needed to access your Clover Equipment. We will rely on your Credentials to authenticate access to your Clover Equipment. If you access or use Clover's software, services, or applications (including any version of the Clover Go application) (collectively, **Clover Services**), you agree to Clover's terms and conditions of use (found at <u>clover.com/terms</u>) and Clover's Privacy Policy (found at <u>https://www.clover.com/privacy-policy</u>) (both as amended and updated from time to time, **Clover Terms**). The Clover Services are provided to you by Clover Network, LLC (together with its affiliates, **Clover**).

#### 4 Effective Date: Termination

The Addendum begins on the latest date that appears in the signature block (Effective Date) and continues in effect until the Agreement terminates, in which case, this Addendum will automatically terminate, or as otherwise provided below. A breach of this Addendum constitutes an Event of Default under the Agreement.

## 5 Addendum Approval; Authorized Signatures

By signing below, you acknowledge that: you have read and understand the Addendum. If this Addendum is signed using an electronic signature process and has the same legal effect as if signed it by hand. The individual signing below is the authorized signer for and is signing on behalf of the identified business.

Business Legal Name:	Processor
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

Merchant DBA:
Existing MID# (if applicable):
Fees:
Backend Platform: Omaha North (Internal Use Only)
Frontend Platform: Omaha Nashville (Internal Use Only)
<sup>1</sup> Omaha frontend is only allowed with Omaha backend. Nashville frontend is allowed on either Omaha or North backend.

	\$ Omaha	North
Clover Security Plus/Full Bundle	MRCTAS01	3CM
TransArmor Data Protection	MRCTAS13	30L
Clover Security Essentials <sup>2</sup>	MRCTAS21	Y01
Clover Merchant Platform	MRCCLVPF	Y48
Non-Swipe Authorization	MRCCLVCN	0FK

<sup>&</sup>lt;sup>2</sup>Includes access to PCI portal

# **Clover Equipment Detail Fees:**

Quantity Purchased	\$ / Unit	Deployment Fee \$ / Unit	\$ Total*	Swap Fee**	Restocking Fee	Equipment Type Include equipment name and MAI code***

<sup>\*</sup>If in-warranty swap occurs, and original purchased equipment is not returned, you may incur this fee

<sup>\*\*</sup> Swap fee applies for a device swap that occurs after the device's warranty has expired

<sup>\*\*\*</sup>Equipment name and MAI code from the Clover Equipment Type List are required to avoid rejection from our BOS team