

## Fergus Pay Agreement

Thank you for using Fergus Pay. This agreement governs your use of Fergus Pay using Stripe which includes the ability to accept payments for your goods or services from your customers. Please review this agreement and the Stripe Connected Account Agreement.

### 1.0 Relationship to other Agreements

By using Fergus Pay you are also agreeing to the terms and conditions of the [Stripe Connected Account Agreement](#) for your country and to the [Fergus Terms of Service](#).

This agreement uses a number of defined terms. For other capitalized terms not defined in this Agreement (either in-line or by hyperlink), the applicable definitions are set out in the [Fergus Terms of Service](#), [Stripe Connected Account Agreement](#) and [Stripe Services Agreement](#).

You represent to Stripe that all of the information that you provide to us directly or through a Connect Platform is accurate and complete, and that you are authorized to agree to this Fergus Pay Agreement and Stripe Connected Account Agreement.

### 2.0 Your Obligations

You are solely responsible for, and Fergus disclaims all liability for, the provision of any goods or services sold to your customers as part of your use of the Fergus Pay, and any obligations you may owe to your customers. You are always financially liable to Fergus for Disputes (including chargebacks), Refunds, and any fines that arise from your use of the Services.

### 3.0 Pricing

The pricing for Fergus Pay is as per your Fergus Pay Pricing Schedule where agreed separately or as set out in the Fergus Application Settings Page.

### 4.0 Security and Fraud Controls

a. Fergus Security: Fergus is responsible for protecting the security of Data in our possession.

We will maintain commercially reasonable administrative, technical, and physical procedures to protect User Data and Personal Data stored in our servers from unauthorized access, accidental loss, modification, or breach, and we will comply with applicable Laws and Network Rules when we handle User and Personal Data. However, no security system is impenetrable, and we cannot guarantee that unauthorized parties will never be able to defeat our security measures or misuse any Data in our possession. You provide User Data and Personal Data to Fergus with the understanding that any security measures we provide may not be appropriate or adequate for your business, and you agree to implement the Security Controls and any additional controls that meet your specific requirements. In our sole discretion, we may take any action, including suspension of your Stripe Account, to maintain the integrity and security of the Services or Data, or to prevent harm to you, us, Customers, or others. You waive any right to make a claim against us for losses you incur that may result from our actions.

b. Your Security: You are solely responsible for the security of any Data on your website, your software, your phones and your servers, in your possession, or that you are otherwise authorized to access or handle. You will comply with applicable Laws and Network Rules when handling or maintaining Data, and will provide evidence of your compliance to us upon our

request. If you do not provide evidence of such compliance to our satisfaction, we may suspend transactions on your account or terminate this Agreement.

c. **Security and Fraud Controls:** We may provide or suggest Security Controls to you, but we cannot guarantee that you or Customers will never become victims of fraud. Any Security Controls we provide or suggest may include processes or applications developed by Fergus or Stripe, its affiliates, or other companies. You agree to review all the Security Controls we suggest and choose those that are appropriate for your business to protect against unauthorized Transactions and, if appropriate for your business, independently implement other security procedures and controls not provided by us. If you disable or fail to properly use Security Controls, you will increase the likelihood of unauthorized Transactions, Disputes, fraud, losses, and other similar occurrences. Keep in mind that you are solely responsible for losses you incur from the use of lost or stolen payment credentials or accounts by fraudsters who engage in fraudulent Transactions with you, and your failure to implement Security Controls will only increase the risk of fraud. We may assist you with recovering lost funds, but you are solely responsible for losses due to lost or stolen credentials or accounts, compromise of your username or password, changes to your Payout Account, and any other unauthorized use or modification of your Fergus Pay and Stripe Account. Fergus is not liable or responsible to you and you waive any right to bring a claim against us for any losses that result from the use of lost or stolen credentials or accounts to engage in fraudulent Transactions, unless such losses result from Fergus' willful or intentional actions. Further, you will fully reimburse us for any losses we incur that result from the use of lost or stolen credentials or accounts.

We may also provide you with subjective Data regarding the possibility or likelihood that a Transaction may be fraudulent that require action or review by you. We may incorporate action or inaction by you into any such subjective scoring when identifying future potential fraud. You understand that we provide this Data to you for your consideration, but that you are ultimately responsible for any actions you choose to take or not take in relation to such Data, and for providing inaccurate or incorrect information to us. You are solely responsible for any action or inaction you take based on such Data.

To reduce the potential of your losses from fraud, Fergus have implemented the following fraud controls:

- No transaction using Fergus can be greater than \$15,000, \$20,000 total per day or \$200,000 per calendar month
- Fergus Pay uses Stripe Radar for additional fraud protection
- Transactions more than \$5,000 will be sent to 3D secure

## **5.0 Other General Terms**

a. **Term, Termination, and the Effects of Termination:** The term of the Fergus Pay Agreement will begin when you register your Stripe Account with Fergus Pay and will end when terminated by you, Stripe or Fergus, as described in this Agreement. You may terminate this Fergus Pay Agreement at any time by providing notice to Fergus and immediately ceasing your use of Fergus and Stripe. However, if you commence using Fergus Pay again, you are consenting to this Fergus Pay Agreement. Fergus may terminate this Fergus Pay Agreement (a) where you are in breach of this Agreement and fail to cure the breach upon 30 days' notice by Fergus (such notice and cure period only being required if curing the breach is feasible); or (b) upon 30 days' notice for any reason. Fergus may also terminate this Agreement immediately if you are the subject of any voluntary or involuntary bankruptcy or insolvency petition or proceeding, or if Fergus determines that you are engaged in activity that fails to comply with applicable law or causes a significant risk of reputational harm to Fergus.

Sections 1.0 and 2.0 and all provisions giving rise to continuing obligations will survive termination of this Agreement. As stated above, the Agreement governs your use of Fergus Pay, so the termination of this Agreement will not immediately trigger termination of the Stripe Services Agreement. All obligations in the Stripe Services Agreement will only be terminated in accordance with the terms and conditions of the Stripe Services Agreement. Termination of the Stripe Services Agreement will cause the Stripe Connected Account Agreement to automatically terminate.

**Governing Law, Disputes, and Interpretation:** The provisions of the applicable Fergus Pay Agreement governing applicable law (jurisdiction), location of suits and disputes (venue), and any method for dispute resolution are incorporated into this Fergus Pay Agreement by reference. Headings are included for convenience only, and should not be considered in interpreting the Fergus Pay Agreement and Stripe Connected Account Agreement. No provision of these Agreements will be construed against any party on the basis of that party being the drafter. Unless stated otherwise, the word “including” means “including, without limitation.” This Fergus Pay Agreement and Stripe Connected Account Agreement does not limit any rights of enforcement that Fergus or Stripe may have under trade secret, copyright, patent, or other laws. Fergus’ or Stripe’s delay or failure to assert any right or provision under the Fergus Pay and Stripe Connected Account Agreement does not constitute a waiver of such right or provision. No waiver of any term of this Fergus Pay and Stripe Connected Account Agreement will be deemed a further or continuing waiver of such term or any other term.

c. **Fergus Pay Agreement:** The Stripe Services Agreement version incorporated into this Fergus Pay Agreement is the version applicable to your Stripe Account jurisdiction. If the name of your jurisdiction does not appear in the title of the page accessible via this Stripe Services Agreement link, please contact us and we will provide you with the correct link.

d. **Right to Amend:** Fergus may amend this Fergus Pay Agreement at any time. Stripe may amend the Connected Account Agreement at any time. You will be provided with notice of amendments through email (which may originate from Fergus, Stripe or from a Connect Platform), Fergus, the Stripe dashboard, and/or Stripe’s web site. You agree that any changes to this Fergus Pay Agreement will be binding on you 7 days after the amendment is made by Fergus (or, if a longer period is required by applicable law, such longer period). If you elect to not accept the changes to this Fergus Pay Agreement, you must (a) provide notice to Stripe and (b) immediately cease using Stripe Connect. Where you do not provide such notice prior to the amendments becoming binding, by continuing to use the Services you agree that you are consenting to any such changes to the Fergus Pay Agreement.

e. **Assignment:** You may not assign or attempt to assign this Fergus Pay Agreement without the express consent of Fergus in advance.

f. **Entire Agreement:** This Fergus Pay Agreement constitutes the entire agreement between you, Fergus and Stripe with respect to Fergus Pay. This Agreement sets forth your exclusive remedies with respect to Fergus Pay. If any provision or portion of this Fergus Pay Agreement is held to be invalid or unenforceable under applicable law, then it will be reformed interpreted to accomplish the objectives of such provision to the greatest extent possible, and all remaining provisions will continue in full force and effect.