

# Schedule 8

## Clover Curbside Services and Equipment Schedule

This Clover Curbside Services and Equipment Schedule (**Schedule**) is between First Data Merchant Services LLC (**First Data**) and State of North Carolina (**Company**).

### 1 Background

1.1 This Schedule adds the Clover Services, TransArmor Data Protection Services, and the equipment identified below to your Payment Solutions Agreement (the **Agreement**). Bank is not a party to this Schedule, and the Clover Services and TransArmor Data Protection Services are provided to you only by First Data (or, as applicable, First Data's affiliate, Clover Network, Inc., referred to collectively as **First Data**) and not by Bank. In this Schedule, where applicable, the words we, our, and us refer only to First Data and not to Bank; and the words you or your refer to Company. The terms of your Agreement and the terms of this Schedule apply to the Clover Services, and TransArmor Data Protection Services and all transactions processed in connection through the Clover Services; but, if anything in this Schedule directly conflicts with your Agreement, this Schedule will control. If your Agreement includes terms and conditions for TransArmor Data Protection Services, the terms in this Schedule replace them entirely.

1.2 Capitalized words or phrases that are not defined in this Schedule use the definitions give to them in the Agreement.

### 2 Services Description

By signing this Schedule, you agree to comply with the Clover Services Terms and Conditions (the **Terms**) attached to this Schedule and available at [www.clover.com/terms](http://www.clover.com/terms), pay the Fees described in this Schedule, and pay for any additional Apps or Clover Services that you sign up for through the Clover Services. This Schedule becomes effective on the latest date that appears in the signature block and continues in effect until (a) your Agreement terminates, in which case, this Schedule will automatically terminate, or (b) you or we choose to terminate this Schedule by giving the other at least 30 days' advance written notice.

### 3 Clover Equipment

First Data will provide Company with the Clover Equipment reflected at the end of this Schedule.

### 4 Limited Warranty

4.1 First Data warrants that the Clover Equipment will be free from manufacturer-induced defects in materials or workmanship for one year (**Warranty Period**) beginning on the date that First Data, or its designee, ships the Clover Equipment to Company. This limited warranty is the **Clover Equipment Limited Warranty**. The Clover Equipment Limited Warranty does not cover Accessories, unless otherwise noted.

4.2 The Clover Equipment Limited Warranty does not:

38.4.3.1.1 Include a warranty that the Clover Equipment will operate uninterrupted or error free;

38.4.3.1.2 Apply to the Clover Services, any Apps, or any other software or peripherals used in connection with the Clover Equipment;

38.4.3.1.3 Cover accident, damage to, or misuse of the Clover Equipment, including damage resulting from smashed or cracked units or screens; extraneous materials in the interior of the unit (such as hair, soil, or dust); contact with liquids; missing unit covers; fire damage; melted or burnt units; cosmetic damage (such as scratches, dents, or broken plastic on ports); improper or inadequate maintenance by Company (or Company's vendors); other visible damage; or Company's breach of this Schedule;

38.4.3.1.4 Apply to defects or damage resulting from software, interfaces, or supplies First Data does not provide; negligence, accident, or acts of nature (including flood or lightning damage); loss or damage in transit; improper site preparation by Company (or Company's

vendors); failure to follow written instructions on proper use of the Clover Equipment; unauthorized modification or repair; or normal wear and tear.

- 4.3 Company may not transfer the Clover Equipment Limited Warranty to any third parties.
- 4.4 Company will contact First Data's support center for assistance with defective Clover Equipment. First Data will provide a Return Merchandise Authorization (**RMA**) call tag to Company if First Data deems Clover Equipment defective during the Warranty Period. Company may use the RMA to ship the defective Clover Equipment to First Data's repair facility. Company is responsible for all return shipping costs to First Data's repair facility. First Data will arrange for defective Clover Equipment covered by the Clover Equipment Limited Warranty to be repaired or replaced and shipped back to Company at no additional charge. First Data warrants replacement hardware for the remainder of the Warranty Period corresponding to the original Clover Equipment.

# Clover Services Terms and Conditions

## 1 Clover Services

- 1.1 When you enroll for the Clover Services, you will receive credentials to open a Clover account. Once we activate your Clover account, you will be able to use the Clover account to connect to the Clover dashboard. Through the Clover dashboard, you may have access to certain software applications First Data provides (**Clover Services**). All transactions submitted through the Clover Services will be governed by your Agreement.
- 1.2 Company, and its authorized users and employees, can access the Clover dashboard via most internet browsers. The applications that make up the Clover Services may reside on the Clover dashboard, or Company may download the enrolled applications during or after initial set-up. The applications (and their functionality) that make up the default Clover Services may vary from time to time.
- 1.3 The Clover Services may provide Company with access to the Clover App Market and links to software applications that Company may obtain from third-party developers (**Apps**). Although designed to function with the Clover Services, these Apps are not part of the Clover Services. Developers provide Apps directly to Company. Company must execute separate agreements with the App developers in order to use the Apps. Company acknowledges that Company is solely responsible for its use of all Apps, compliance with corresponding agreements for Apps, and any associated fees or charges for the Apps. You will be charged and agree to pay the applicable fee to use a Service, as displayed in the Clover App Market, and all applicable taxes (other than taxes based on Clover's income), duties or other governmental assessments based on your use of the Service. If you dispute any amounts you are charged, you must notify Clover in writing within 30 days of incurring the charge that you dispute. If you notify Clover after 30 days, you agree Clover has no obligation to effect any adjustments or refunds.
- 1.4 Additional terms of use (**Clover Terms**) apply to the Clover Services. By your initial enrollment and this Schedule, you acknowledge your agreement to the Clover Terms. From time to time, additional or updated Clover Terms will be presented to you electronically on during activation, set-up or on an "in-application" basis, and you will be required to "click to agree" before being permitted to proceed or to use these applications. If we update the Clover Terms (usually in connection with an update to the Clover Services), you will be required to "click to agree" to the updated Clover Terms in order to access the Clover dashboard or use the applicable Clover Service, as applicable, again. The Clover Terms and any other applicable terms, including the Clover App Market Terms of Use, will govern your use of the Clover App Market, including your use of any and all Apps you access and install via the Clover App Market. You shall at all times comply with any operating procedures, requirements, or guidelines regarding your use of the Clover Service, including but not limited to the **Clover Privacy Policy** (<https://www.clover.com/privacy-policy>), the **Clover Merchant Terms of Service** (available <https://www.clover.com/terms>), and the **Clover App Market Terms of Use** (<https://www.clover.com/app-market-terms>), that are posted on the Clover website or otherwise provided or made available to you.
- 1.5 Company uses Apps at its own risk. First Data is not responsible for, makes no representations or warranties related to, and disclaims all liability for the Apps, their content, advertising, additional hardware or peripheral requirements, or additional goods or services provided through them, all of which are the responsibility of the App developers.
- 1.6 The Clover Services will support electronic communications with Company's Customers (for example, sending digital transaction receipts, marketing, or other materials via email or text). A **Customer** is a person who makes a purchase of goods or services from you through a transaction which utilizes the Clover Service. These Customers must provide their consent and enter their email address or phone number when prompted by the Clover Services in order to receive electronic communications from Company, Clover, or a third party (such as an App developer) through the Clover Services. Company may not independently provide or modify a Customer's consent. Company must send electronic communications to its Customers via the Clover Services by using the contact information those Customers

provide. Some state laws may impose limitations on how Company may use its Customers' contact information through the Clover Services, and Company is responsible for knowing and following those laws and limitations.

- 1.7 Company will provide accurate information when creating Company's Clover account, or member or merchant account (collectively, **Account**) for the Clover Services and will update this information periodically so that it remains accurate. Clover collects all information or transaction data that Company provides in connection with its Account through the clover.com website or when using the Clover Services (together, **Account Information**). Account Information will be managed according to the Agreement and Clover's Privacy Policy. Company authorizes First Data to access its Account Information in connection with providing the Clover Services or other supported Services under the Agreement. Subject to applicable legal requirements, card organization rules, and Clover's Policy, you acknowledge and agree that Clover may access and use such Account Information in order to provide and improve the Clover Services.
- 1.8 Company is responsible for maintaining the confidentiality of the account numbers, passwords, security questions and answers, login details, and other information (together, **Credentials**) needed to access its Account or Account Information. First Data will rely on Company's Credentials to authenticate access to Company's Account or Account Information. Company must notify First Data immediately if it becomes aware of any loss or theft of, or unauthorized access to, its Credentials, Account, or Account Information. First Data may deny any access to Company's Account or Account Information if it believes someone is misusing Company's Credentials.
- 1.9 You shall not and shall not permit any third party to:
  - 1.9.1 access or attempt to access the Clover Services (or any part) that is not intended to be available to you;
  - 1.9.2 access or use (in any format) the Clover Services (or any part) through any time-sharing service, service bureau, network, consortium, or other means;
  - 1.9.3 without Clover's advance written consent, use, ship or access the Clover Service (or any part) outside or from outside of the United States;
  - 1.9.4 perform or attempt to perform any actions that would interfere with the proper working of the Clover Services, prevent access to or use of the Clover Service by other users, or impose a large load on Clover's infrastructure, network capability or bandwidth; or
  - 1.9.5 use the Clover Service (or any part) except as permitted in these Terms.
- 1.10 The Clover Services will support offline payment transactions and point-of-sale activities. Payment transactions that Company processes while offline will be held and submitted for authorization when Internet connectivity with the Clover systems is restored. If Company chooses to conduct offline payment transactions, it does so at its own risk and will be solely responsible for all risks (such as subsequent transaction denials) associated with any offline payment transactions that Company accepts.
- 1.11 First Data will provide Company documentation, periodic updates, and an operating guide for the Clover Services for which it enrolls. Periodic updates may include maintenance releases or bug fixes, and First Data may make the operating guide available via the Internet. Maintenance or bug fixes for the Clover Services may result in service interruptions, delays, or errors. First Data will not be liable to Company for any service interruptions, delays, or errors that result from maintenance or bug fixes for the Clover Services. First Data may contact Company or access Company's Account, Account Information, or transaction information and payment data in order to identify errors or perform maintenance for the Clover Services.
- 1.12 In connection with your use of the Clover Services, you represent and warrant that:

- 1.12.1 With respect to each Customer who requests the delivery of electronic receipts via email, such Customer must provide the email address to you; you are **not** permitted to add or modify any Customer's email address on behalf of a Customer for the delivery of electronic receipts for a Clover transaction.
- 1.12.2 You (or your agents acting on your behalf) may only send marketing materials or other communications to the Customer's provided street address and/or email address if the Customer has specifically consented by providing such information directly to you through an applicable opt in process from the Clover Services.
- 1.12.3 With respect to any Customer who indicates or communicates to you any desire to no longer receive marketing material or other communications the authorization for which is based on consent obtained via the Clover Services, you will (1) promptly treat such as a revocation of consent and will immediately cease to send marketing material or other communications to the Customer, and (2) promptly notify Clover and any other third party who may have relied on that previous consent to send marketing material or other communications to the Customer, that the Customer has revoked consent.
- 1.12.4 With respect to each Customer who desires to access and/or delete the personal data you collect and/or use regarding such Customer, and subject to your compliance with Applicable Laws regarding data privacy, you must honor such requests and notify both Clover Network, Inc. and any developer of any Apps that you use of such request and confirm that they too have honored such requests as applicable, thereby enabling both Clover Network, Inc. and applicable App developers to comply with lawful personal data access requests.
- 1.12.5 Notwithstanding the capability of the Clover Services to collect and store customer information and to allow your Customers to elect to receive marketing materials from you, some regions may limit your use of such information once collected, even if the Customer has provided his consent, and/or your disclosure of such information to third parties. You acknowledge and agree that (1) your use of customer information obtained in connection with the Clover Services may be subject to local, state, federal, provincial, domestic, international, and/or in-country laws, rules, and regulations, (2) you are solely responsible for knowing such laws, rules, and regulations, and (3) you will at all times strictly comply with all such laws, rules, and regulations and this Schedule.**

## 2 Third Party Services

The Service may contain links to services, products or promotions provided by third parties and not by Clover (**Third Party Services**). If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions associated with the Third Party Services (including obtaining and maintaining any required third party hardware and/or software that is required for the Third Party Services to work with the Service). **Any access of or content downloaded or otherwise obtained through your use of Third Party Services is accessed or downloaded at your own risk. Clover will not be responsible for any actions or any failures to act of any third party, and expressly disclaims all liability related to any Third Party Services. Clover does not warrant, endorse, guarantee, or assume responsibility for any provider of a Third Party Service or Third Party Service advertised or offered through the Service or any hyperlinked website or service, or featured in any banner or other advertising. Clover will not be a party to or in any way monitor any transaction between you and provider of Third Party Services.**

## 3 Privacy and Data Use

- 3.1 All data collected via the Clover website or in connection with your use of the Clover Services, including customer information and information about your business and employees used with or stored in or by the Clover Services, is collected by Clover. The Clover Privacy Policy describes Clover's collection, use, disclosure, and other practices of Clover in connection with such data.
- 3.2 You shall comply with all Applicable Laws pertaining to the privacy, secrecy, confidentiality, collection, usage, sharing, security, protection, disposal, or international transfer, of personal information, including laws applicable
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to direct marketing, telemarketing, and unsolicited e-mails or text messages. **Applicable Laws** may include, but are not limited to US federal and state laws, such as the FTC Act, the California Consumer Privacy Act, the CAN-SPAM Act, the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, Gramm-Leach-Bliley Act, state consumer protection laws, state data security laws, security breach notification laws, laws imposing minimum security requirements, laws requiring the secure disposal of records containing certain personal information, as well as any Clover requirements related to such matters.

- 3.3 You must implement reasonable security measures designed to protect the personal information that you collect, use, disclose, transfer, or otherwise process in connection with your use of the Clover Service and Equipment. You acknowledge and agree that you are solely responsible for all privacy and information security obligations and liabilities relating to any data that you download, export, or otherwise transfer from the Clover Service or Equipment to your own information environment.
- 3.4 You shall maintain and make available to consumers a privacy policy applicable to your use of the Clover Service and Equipment, including any applications installed on the Equipment.
- 3.5 You must ensure that any third parties with which you share personal information in connection with your use of the Clover Service or Equipment (including, without limitation, app developers whose applications are made available through the Clover App Market) will provide the same level of privacy and data security protection that you are legally required to maintain and which you promise to maintain.
- 3.6 You must respond in a legally appropriate manner to any legally valid requests from individuals pertaining to the individual's privacy or data subject rights at your sole cost and expense.
- 3.7 You acknowledge and agree that when you install an App, you establish a contractual relationship with the developer of the application. By installing an application, you authorize and instruct Clover to process and transfer personal information to facilitate your ongoing use of the application, including the disclosure of certain categories of personal information to the developer of the mobile application and the receipt of personal information from the developer, as may be required by the application, until such time as you instruct Clover otherwise. You are solely responsible for instructing an application developer to cease processing and/or destroy any personal information.
- 3.8 Clover may process personal information to create aggregated, anonymized, or de-identified information and use that information for its lawful business purposes, including for purposes of creating data insights and analytics and demographic profiling.
- 3.9 Unless you have received prior written consent to do so from Clover, you may not use the Clover Services to (a) process personal information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership; or genetic data, biometric data, data concerning health, or data concerning a natural person's sex life or sexual orientation; or (b) upload or incorporate, process transactions involving, or otherwise provide Clover with, any "protected health information" within the meaning of the Health Insurance Portability and Accountability Act of 1996, as amended (**HIPAA**).
- 3.10 You agree to provide reasonable assistance to help Clover comply with its privacy or data protection legal obligations, or defend against any claims or investigations, in either case, in any way arising from or related to the Terms. You agree to promptly notify Clover of any opt-outs and legally valid data subject rights requests relating to data with Clover's possession, custody, or control.

#### **4 Protecting Information**

- 4.1 You shall safeguard all confidential information Clover supplies or otherwise makes accessible to you using a reasonable degree of care. You shall only use Clover's confidential information for the purposes of these Terms and shall not disclose Clover's confidential information to any person, except as Clover may agree in advance and in writing. At Clover's request, you shall return to Clover or destroy all of Clover's confidential information in your possession or control.
- 4.2 You must prevent unauthorized access to and use of any of your information or data used with or stored in or by the Clover Service (collectively, **Account Data**). You are responsible for electronic communications sent to Clover or to any third party containing Account Data and for all uses of the Clover Service in association with your Account Data, whether or not authorized by you. Clover has the right to rely on user names, password and other signor credentials, access controls for the Clover Service or any software provided or approved by Clover to

authenticate access to, and use of, the Clover Service and any software. You must immediately notify Clover if you become aware of any loss, theft or unauthorized use of any Account Data (see Clover Service support center contact information below). Clover reserves the right to deny you access to the Clover Service, in whole or in part, if Clover believes that any loss, theft or unauthorized use of any Account Data or access information has occurred.

- 4.3 You may submit comments or ideas about the Clover Service, including about how to improve the Clover Service. By submitting any idea, you agree that (a) Clover expressly disclaims any confidentiality obligations or use restrictions, express or implied, with respect to any idea; (b) your submission will be non-confidential; and (c) Clover is free to use and disclose the idea on an unrestricted basis without notifying or compensating you. You release Clover from all liability and obligations that may arise from Clover's receipt, review, use or disclosure of any portion of any idea.

## 5 **TransArmor Data Protection Service**

The **TransArmor Data Protection Service** encrypts cardholder data at the point of transaction and replaces it with a unique identifier (a **Token**) that is returned with the authorization response. You must use the Token you receive with the authorization response instead of the Card number for all other activities associated with the transaction, including settlement, retrieval, chargeback, or adjustment processing as well as transaction reviews. If you fully deploy and use the TransArmor Data Protection Service, the Token returned to you with the authorization response cannot be used to initiate a financial sale transaction by an unauthorized person outside your point of sale systems or the systems where you store your transaction data. The TransArmor Data Protection Service can only be used with a point of sale device, gateway, or service that we have certified as being eligible for the TransArmor Data Protection Service. You must subscribe to and use the TransArmor Data Protection Service in order to accept payments on Clover Equipment or through the Clover Services.

## 6 **Fees**

- 6.1 Company will pay First Data: (a) the fees reflected in this Schedule or in the Clover App Market. Fees under this Schedule or Clover Services in the Clover App Market do not include any fees that First Data charges under the Agreement for payment processing/acquiring or for other Services provided to Company.
- 6.2 Developers of applications in the Clover App Market charge fees separate from the Clover Services or any Clover Equipment. Company is responsible for paying all fees for Clover App Market applications to the developers. Company authorizes Clover to collect all Clover App Market application fees on behalf of their developers.

## 7 **Term, Termination, and Changes**

- 7.1 This Schedule begins on the latest date that appears in the signature block and continues in effect until the Agreement expires or terminates, or First Data stops providing the Clover Services, in which case, this Schedule will automatically terminate.
- 7.2 First Data may suspend or terminate the TransArmor Data Protection Services, or Clover Services if:
- 7.2.1 Company uses any Services for any fraudulent, illegal, or unauthorized purpose or provides inaccurate or false information related to its Account; or
- 7.2.2 First Data terminates its agreements with any third parties involved in providing any of the Services.
- 7.3 Upon termination of these Terms for any reason, you must immediately stop using the Clover Service and your license to use the Clover Service provided under these Terms will end. Upon your termination of these Terms, Clover will provide you with a reasonable period of time to allow you to extract any Account Data that Clover has stored on its servers as of the termination date. Subject to the foregoing sentence and Applicable Law and card association rules, Clover will delete Account Data stored on Clover's servers upon your termination of these Terms, and Clover will not be liable to you or any third party for termination of access to the Clover Service or deletion of your Account Data.
- 7.4 A breach of this Schedule constitutes an Event of Default under the Agreement.
- 7.5 First Data may update or modify the Services or amend this Schedule or any other applicable terms (including Terms of Use and other electronic or click-through terms) periodically by providing notice to Company. Company's use of the Services after update, modification, or amendment will constitute Company's acceptance of the change.

## 8 Electronic Communications

- 8.1 Company agrees that while this Schedule is in effect, First Data can:
- 8.1.1 Contact Company using electronic communication methods (such as email, SMS/text messaging, fax, live agent calls, automatic telephone dialing system, or artificial/pre-recorded voice messages), including for marketing purposes;
  - 8.1.2 Give Company legal disclosures electronically, including disclosures required by law, notices about the Clover Services or Clover Equipment that are required or permitted under this Schedule or the Agreement, and other information about your legal rights and obligations; and
  - 8.1.3 Give Company billing statements and other information about the Clover Services or Clover Equipment electronically.
- 8.2 Company also agrees that First Data may contact Company using information or telephone number(s) that Company provides to First Data (including landline or mobile numbers) even if the numbers have been registered on a Do Not Call list or similar non-solicitation registry.
- 8.3 You agree that Clover and First Data may contact you using the personal contact information you provide to, among other things, inform you of any applicable updates, alterations, additions, or changes to the Clover Service. You further agree that Clover may contact you and ask that you provide feedback to inform Clover's future or current service offerings so Clover can make product decisions to better serve you. You further agree that Clover, and/or First Data may contact you about additional product or service offerings related to use of the Clover Services. Any messages concerning feedback to inform Clover's current and/or future products or messages related to additional product or service offerings will contain appropriate opt-out or unsubscribe links that will immediately discontinue any such messaging from Clover or First Data.

## 9 E-Sign Consent Agreement For Notification Of Disclosures Related To The Clover Service And the Agreement

- 9.1 Consent. By signing this Schedule, you consent and agree that:
- 9.1.1 First Data can provide disclosures required by law and other information about your legal rights and duties to you electronically.
  - 9.1.2 Where required or requested, your electronic signature (via click-through or other method) on agreements and documents relating to the Clover Service has the same effect as if you signed them in ink.
  - 9.1.3 First Data can send all communications, billing statements, amendments to this Schedule, notices, and other disclosures or information regarding the Clover Service or your use of the Clover Service or in connection with the Agreement, including but not limited to any card organization notices (collectively defined as **Disclosures**) to you electronically (1) via e-mail, (2) by access to a web site that we designate in an e-mail notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose.
  - 9.1.4 If you want a paper copy, you can print a copy of the Disclosures or download the information for your records.
  - 9.1.5 This consent applies to all future Disclosures sent to you in connection with this Schedule, the Agreement, or your use of the Clover Service or the Services as defined in the Agreement.
- 9.2 Legal Effect. By consenting, you agree that electronic Disclosures have the same meaning and effect as if First Data provided paper Disclosures to you. When First Data sends you an email or other electronic notification alerting you that the Disclosure is available electronically and makes it available online, that shall have the same meaning and effect as if First Data provided a paper Disclosure to you, whether or not you choose to view or print or download the Disclosure.