

IN CONNECTION WITH OTHER SERVICES BEING PROVIDED TO YOU (“PARTNER”) BY US (BRS GOLF LIMITED AND/OR GOLFNOW, LLC AS APPLICABLE) THE TERMS AND CONDITIONS OF THIS AGREEMENT TOGETHER WITH THE PAYMENTS ORDER FORM (“PAYMENTS AGREEMENT”) SHALL GOVERN THE PARTNER’S USE AND ACCESS TO THE PAYMENTS SOLUTION PROVIDED BY BRS GOLF LIMITED.

THESE CONDITIONS ARE INCORPORATED IN AND MADE PART OF ANY EXISTING AGREEMENT (COLLECTIVELY ORDER FORM, APPLICABLE [STANDARD TERMS AND CONDITIONS](#) AND ANY APPLICABLE ADDENDUM), BETWEEN THE PARTNER AND GOLFNOW, LLC AND/OR BRS GOLF LIMITED (AS APPLICABLE). IF THERE IS ANY CONFLICT BETWEEN THE TERMS OF THIS PAYMENTS AGREEMENT AND ANY EXISTING AGREEMENT, THESE TERMS SHALL TAKE PRECEDENCE.

THE PARTNER WILL BE REQUIRED TO ACCEPT THIS PAYMENTS AGREEMENT ONLINE BEFORE ACCESSING THE SERVICES.

A. SERVICE TERMS

1. OUR ROLE

- 1.1 The Payments Solution (“Services”) is a payment processing service that helps the Partner integrate with a payment processor (the “Payment Processor”) as set out in this Payments Agreement, allowing the Partner to accept payments from Customers (as defined below) online via platforms provided by BRS Golf.
- 1.2 Services are provided by BRS Golf Limited (CRN: NI0606497), of City Quays 1, 7 Clarendon Road, Belfast, Northern Ireland, BT1 3BG (“BRS Golf”, “Us”, “We”).
- 1.3 BRS Golf supply the Services in accordance with this Payments Agreement, and for the sake of completeness is not a bank, payment institution or money services business. By Accepting this Payments Agreement, the Partner acknowledges and agrees that BRS Golf is the provider of the Services and that BRS Golf will be designated as an authorised representative of the Partner towards the Payment Processor with respect to the Partner’s use and access of the Services.

2. THE PROCESSOR

- 2.1 The Payment Processor is Stripe Payments Europe, Ltd., a private limited company incorporated under the laws of Ireland, with registration number 513174, and Stripe Payments UK Ltd, a private limited company registered in England, with registration number 8480771.
- 2.2 The Payment Processor’s role is to accept and process payments online via the platforms provided by BRS Golf, to enable the Partner to receive and accept online payments from its customers (which include member and visitor golfers) (“Customers”) to compliment the Partner’s business activities (including tee time sales, refunds, membership payments and society booking/reservations) (collectively “Transactions”).
- 2.3 The processing and settlement of your Transactions (“Payment Processing”) are carried out by the Payment Processor under separate [Payment Processor Terms](#) (the “Payment Processor Terms”). By accepting this Payments Agreement, the Partner is also accepting and agreeing to be bound by the [Payment Processor Terms](#).
- 2.4 In addition, by accepting this Payments Agreement and the [Payment Processor Terms](#) the Partner agrees to the creation of an account with the Payment Processor for payment processing (the “Payment Processor Account”). In the event of any inconsistency between the terms of this Payments Agreement and the [Payment Processor Terms](#) concerning payment processing or the Payment Processor Account, the [Payment Processor Terms](#) shall prevail.

3. THE SERVICES

- 3.1 BRS Golf shall: (i) provide the Services for the purpose of facilitating the payment processing services supplied by the Payment Processor, to allow the Partner to accept online payments from Customers via their existing technology platforms; (ii) notify the Partner in advance of any updates to the Services, and will provide appropriate training and/or materials to Partner concerning all updates; and (iii) provide Partner appropriate levels of training (including access to remote training and on-line resources) and support relating to the Services. Additional in-person training may be provided for an additional fee to be agreed between the Parties. Telephone and email support shall be provided to Partner during normal business hours (8am to 5:30pm – Monday to Friday including Irish and UK bank and public holidays, except 25 December or as otherwise notified) through published phone numbers and email addresses.

4. TERM

- 4.1 This Payments Agreement is effective and binding on the date when the Partner or an authorised representative of the Partner indicates acceptance by electronic acceptance or if the Partner has signed a hard copy contract, when BRS Golf provide a countersigned agreement (“Effective Date”).

- 4.2 The Payment Agreement will continue from the Effective Date until terminated in accordance with Section D1 (“Term”).

5. LICENCE TERMS

- 5.1 BRS Golf warrants that it is the owner (except in relation to any third party or open source software, as set out in any applicable licence terms) of the Services or otherwise has the right to grant the Partner the licence granted herein for the purposes of delivering the Services.
- 5.2 BRS Golf grants the Partner a limited, non-exclusive, non-transferable, revocable licence to use the Services (the “Licence”). The Licence shall remain effective until this Payments Agreement is terminated (howsoever caused) in accordance with Section A4.2. Neither the Licence nor any other provision shall grant any rights in the Services or other intellectual property rights except the limited License of use set out in this Section A5.2.
- 5.2 Notwithstanding any of the Partner’s other obligations under this Payments Agreement, the Partner shall not: (i) sell, sublicense, lend, transfer or provide access to any third party to access the Services, except (a) as permitted in accordance with this Payments Agreement to carry out Transactions; or (b) where the Partner has obtained written permission from a director of BRS Golf; (ii) create derivative works based on the Services; (iii) copy, frame or mirror any part of the content of the Services, other than copying or framing for internal business purposes, (iv) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or trade secrets for any of Services; or (v) access the Services in order to build a competitive product or service.

B. PARTNERS OBLIGATIONS

1. REGISTRATION

- 1.2 To access the Services the Partner must (a) accept the terms of this Payments Agreement; (b) accept the Payment Processor Terms; and (c) provide information to BRS Golf and allow BRS Golf to share such information to the Payment Processor for the purposes of simultaneously creating a Services Account and a Payment Processor Account (together the “Partner’s Service Accounts”). Such information includes: business owner information, company name, company registration number, location, email address, business registration information, VAT number and phone number and also you will be required to submit Identification (Passport and/or Driving licence) as part of the verification process.
- 1.2 BRS Golf will review the information provided and allow the Partner to access the Services. Failure to provide the requisite information may prevent or delay the Partner from registering to receive the Services or upon review of the information the Partner may not be eligible or unable (for whatever reason) to receive the Services. The Partner accepts that BRS Golf and/or the Payment Processor is not liable to the Partner, where it is prevented or is unable to register and/or received the Services.

2. PARTNER’S OBLIGATIONS AND WARRANTIES

- 2.1 Partner warrants that all the information provided to BRS Golf is true and accurate and acknowledges that BRS Golf is relying upon such information in relation to the provision of the Services.
- 2.2 Partner agrees to co-operate fully with BRS Golf and provide any assistance required to supply the Services, in particular, the Partner (where applicable) shall do the following at its own expense: (i) provide BRS Golf with access to all of the internal and external systems (including third party systems licensed to Partner) necessary for BRS Golf to provide the Services; and (ii) not to do anything, or omit to do everything, which could or would detrimentally affect the performance of the Services; and (iii) provide BRS Golf and/or its agents with access at all reasonable times or as requested by BRS Golf to the Partner’s premises, to allow BRS Golf to provide the Services; and (iv) Use of the Services in a manner consistent with its intended use; and (v) only complete and accept Transactions from bona fide sales; and (vi) not use the services to engage

in activities that fall within the restricted and prohibited uses (as set in Section B5 below) including but not limited to, facilitating and/or engaging in any fraudulent, unlawful, deceptive or abusive activity.

3. SECURITY

- 3.1 Partner acknowledges and warrants that it is responsible for the security of all data (which includes personal data) in its possession or control. When using data (including personal data) in conjunction with the Services, the Partner will only use such data as permitted by this Payments Agreement or other agreements between BRS Golf and Partner.
- 3.2 Partner is responsible for preventing the compromise of the Partner's Service Accounts credentials, and for ensuring that the Partner's Service Accounts are not used, accessed or modified without authorisation. If BRS Golf or the Payment Processor reasonably believes that an unauthorised access of the Partner's Service Accounts has occurred, the Partner will cooperate with BRS Golf and/or the Payment Processor to provide information reasonably necessary to help mitigate the impact of any such access, and BRS Golf and/or Partner may take such steps as are reasonable to address the unauthorised access. The Partner agrees that BRS Golf and/or the Payment Processor are not liable for any losses, claims or damages arising from the Partner's failure (including negligence) to comply with its obligations under Sections B2 and B3.

4. COMPLIANCE AND INFORMATION SHARING

- 4.1 Partner warrants that it shall comply with the requirements of all applicable laws, rules, regulations and orders of any governmental or regulatory body having jurisdiction applicable to the Partner's business and in connection with this Payments Agreement and the Payment Processor Terms.
- 4.2 Partner agrees that BRS Golf is permitted to contact and share information about the Partner, its Service Accounts and Transactions with necessary third parties (including the Payment Processor) in order to perform the Services. This includes (i) for regulatory or compliance purposes, (ii) for use in connection with the management and maintenance of the Services, (iii) to create and update Customer records (where requested); and (iv) to conduct risk management processes.

5. RESTRICTED AND PROHIBITED USES

- 5.1 The Partner is prohibited from using the Services and warrants that it will not use the Services to submit or accept Transactions, in connection with businesses, business activities or business practices as set out on the Payment Processor's [Prohibited Businesses](#) list.
- 5.2 In addition to any other requirements or restrictions set forth in this Payments Agreement, the Partner shall not: (i) submit or knowingly submit any Transaction for processing that does not arise from sale of goods or services to a Customer, (ii) submit or knowingly permit any Customer or third party to submit any Transaction that is illegal or that the Partner should have known to be illegal or fraudulent and (iii) use the Service, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Service.

6. SUSPICION OF UNAUTHORIZED OR ILLEGAL USE

- 6.1 Without prejudice to any other rights or remedies, BRS Golf reserve the right to terminate suspend the Services in respect of any Transaction the Partner submits which is reasonably believed, in BRS Golf's sole discretion, to be in violation of this Payments Agreement, any other agreement including the Payment Processor Terms, or exposes the Partner, BRS Golf or the Payment Processor or any other third party, to any actual or potential risk or harm.

C. FEES AND PAYMENT TERMS

Definitions:

Card Network Fee means Interchange, for Visa and Mastercard Transactions.

Financial Service Intermediaries means entities involved in the authorization, processing or settlement process for Transactions, and includes acquiring banks, payment service providers and gateways.

Interchange means the interchange fee charged by Visa and Mastercard for the processing of Visa and MasterCard Transactions, determined in accordance with the interchange rate tables made generally available by Visa and MasterCard.

Network Cost means the Card Network Fees and all other amounts imposed by Financial Service Intermediaries that are attributable to each Transaction. Network Cost includes any associated Taxes.

Foreign Exchange (FX) means where a Transaction is made by an end-customer in a different currency that is to be paid to the Partner. In such instance a FX charged is applied.

1. FEES

- 1.1 The Fees for the Services are set out in the Payments Order Form ("**Payments Service Fees**"). Unless stated otherwise the Payment Services Fees are 2.9% + £/€0.05 per Transaction for local card transactions with an additional 2% surcharge for non-local card transactions.
- 1.2 The Payments Service Fees are inclusive of: (i) fees that are due to the Payment Processor for Payment Processing. Any such fees owed to the Payment Processor shall be paid pursuant to the Payment Processor Terms ("**Payment Processor Fees**"); (ii) Network Costs; and (iii) FX; together the Payments Service Fees, Payment Processor Fees, Network Costs and FX, collectively referred to as the **Fees**.
- 1.3 BRS Golf reserve the right to change (decrease or increase) the Fees at any time, subject to giving the Partner thirty (30) days' notice.
- 1.4 Unless otherwise stated, the Fees are exclusive of any applicable Value Added Tax (VAT), Goods and Service Tax (GST), sales, use or similar Tax (collectively "**Taxes**"). The Partner is responsible for determining what, if any, Taxes apply to the sale of its goods and services, made via the Services.

2. FEES INDEMNITY

- 2.1 BRS Golf has agreed to indemnify and hold the Payment Processor harmless for some, and in some cases, all of the Partner's unpaid Payment Processor Fees and other liabilities occurring under Payment Processor Terms. In so far as BRS Golf becomes liable to the Payment Processor or any other third party for any Fees or other liabilities under or in respect of the Payment Processor Terms or this Payments Agreement, the Partner shall be liable to pay BRS Golf (on written demand) and indemnify BRS Golf against any and all such liabilities.

D. GENERAL LEGAL TERMS

1. TERMINATION

- 1.1 The Partner may terminate this Payments Agreement by giving the other not less than ninety (90) days' notice to BRS Golf.
- 1.2 Without affecting any other right or remedy available to it, either party may terminate this agreement immediately, by giving notice to the other, if the other party: (i) commits a material breach of any term of this Payments Agreement which is irremediable or (if such breach is remediable) fails to remedy such breach within thirty (30) days' of receiving written notice of such breach; (ii) repeatedly breaches any of the terms of this Payments Agreement; (iii) ceases, suspends, or threatens to cease or suspend, to carry on its business or payment of its debts; and/or (iv) is subject to a bankruptcy or winding up order or similar action
- 1.3 Without prejudice or affecting any other right or remedy available, BRS Golf may terminate this Payments Agreement, without any liability to the Partner, if: (i) any of the circumstances at Section D1.2 occur; or (ii) the agreement between BRS Golf and the Payment Processor is terminated (howsoever caused); (iii) BRS Golf in its sole discretion reasonably believes that the Partner presents a significant credit or fraud risk.

2. EFFECTS OF TERMINATION

- 2.1 Upon termination (howsoever caused) any Licences granted to the Partner under this Payments Agreement shall cease with immediate effect.
- 2.2 Upon termination (howsoever causes) the Partner will: (i) immediately discontinue to access the Services and have no further rights or access to use the Services; (ii) cease from accepting any new Transactions through the Service; (iii) not be entitled to a refund or compensation for any payments for the Services made before the moment of termination of the Agreement.
- 2.3 Upon termination (howsoever caused) BRS Golf will complete all pending Transactions, but will have no obligation to process any new Transactions.
- 2.4 Termination (howsoever caused) does not relieve the Partner from its obligations as defined in this Payments Agreement and the Payment Processor may elect to continue to hold any funds deemed necessary pending resolution of any other terms or obligations defined in this Payments Agreement, including but not limited to Fees or refunds, including any terms that survive in accordance with Section D9.5.
- 2.5 Unless determined otherwise, Termination of this Payments Agreement will not necessarily terminate any Agreement the Partner has with BRS Golf and/or GolfNow, LLC (as applicable) for other services.
- 2.6 For completeness, Termination of this Payments Agreement (howsoever caused) also terminates the agreement between Payment Processor and the Partner.

3. OWNERSHIP

- 3.1 The Service is licensed and not sold as set out in the Licence terms above. BRS Golf reserve all rights not expressly granted to the Partner in this Payments Agreement.
- 3.2 Partner may choose to or BRS Golf may invite the Partner (including its officers, employees, agents, subcontractors and Customers) to submit comments or ideas about the Service, including without limitation about how to improve the Service ("**Ideas**"). By submitting any Idea, Partner

agrees that the disclosure of such Idea is gratuitous, unsolicited and without restriction and will not place BRS Golf under any fiduciary or other obligation, and that BRS Golf are free to use the Idea without any additional compensation to the Partner.

4. WARRANTIES

- 4.1 Both parties represent and warrant that (a) they have the authority to enter into this Payments Agreement and that their signatories (or person accepting the terms of this Payments Agreement) are duly authorised and empowered to bind the party on their behalf; and (b) they will comply with all applicable laws, ordinances, statutes, regulations and rules, and that they have the power to settle fully and completely all claims, causes of action, demands, charges and liabilities arising out of or relating to this Payments Agreement.
- 4.2 The Partner represents and warrants to BRS Golf that any intellectual property provided to BRS Golf by Partner (including without limitation, any photographs, drawings, or works of art) do not violate the rights of any third party. Partner agrees to indemnify and keep BRS Golf indemnified for any alleged or actual breach of this warranty.
- 4.3 The Service and all accompanying documentation are provided on an “as is” and “as available” basis, without any warranties, either express, implied, or statutory, including without limitation any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement.
- 4.2 BRS Golf will provide the Services in a professional and workmanlike manner and free from any unreasonable defects, and BRS Golf will use commercially reasonable means to fix any defect in the Services that may arise. Partner shall use the Services only in accordance with this Payments Agreement. Aside from these warranties, to the extent permissible by applicable law, the Services are provided without warranty of any kind, either express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose or use.
- 4.3 Without limiting the foregoing, BRS Golf do not warrant that the Service will meet the Partner’s requirements; that transactions will be processed within a set period of time; that the Service will be available at any particular time or location; that the Service will function in an uninterrupted manner or be secure; that any defects or errors will be corrected; or that the service is free of viruses or other harmful components. Any subject matter downloaded or otherwise obtained through the use of the Service is downloaded at the Partner’s own risk and the Partner will be solely responsible for any damage to its property or loss of data that results from such download.

5. LIMITATION OF LIABILITY

- 5.1 **Nothing in this Payments Agreement shall limit or exclude either party’s liability for death, personal injury or damage to tangible property caused by a party’s negligence, fraud, fraudulent misrepresentation or any other liability that cannot be excluded by applicable law.**
- 5.2 **Notwithstanding any other rights a party may have under this payments agreement, unless specified otherwise neither party nor its affiliates will have any liability to the other party or any other person for any indirect, incidental, exemplary, special, punitive, reliance or consequential damages, including loss of profits, goodwill or reputation, arising out of or relating to this payments agreement, even if advised of the possibility of those damages, and whether arising out of breach of contract, tort or otherwise.**
- 5.3 **BRS Golf’s total aggregate liability to the partner in respect of all other losses arising out of or related to this Payments Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall not exceed the aggregate amount of Fees paid or payable to BRS Golf during the six (6) month period immediately preceding the event giving rise to the claim for liability.**

6. AUDIT

- 6.1 BRS Golf (including independent auditors) will have the right to, at any time during normal business hours and upon at least seventy-two (72) hours’ notice, to inspect and conduct an audit on the Partner’s account books and records which may relate to the performance of the Partner’s obligations under this Payments Agreement and/or Transactions and/or the Services received. The Partner will cooperate fully with BRS Golf or its designees in connection with any audit functions or any inspections. Any adjustments in favour of BRS Golf arising from any such audit of the Partner will be recognized as an adjustment of any future payment due to the Partner or, if no future payment is so due, Partner will promptly pay the amount of any such adjustment to Company.

7. RULES OF INTERPRETATION

- 7.1 Reference to a statute or statutory instrument is a reference to it as it is in force for the time being and includes reference to any amendment, extension, application or re-enactment and includes any subordinate legislation made under it.
- 7.2 Reference to one gender includes all genders, reference to the singular includes the plural and, in each case, vice versa, and reference to a person includes companies, firms and corporations.

- 7.3 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall, except in relation to Section D7.1, be deemed to be followed by the words “without limitation”, shall be construed as illustrative, and shall not limit the sense of the words, description, definition, phrase or term preceding such terms.
- 7.4 Headings do not affect the interpretation of the terms of this Payments Agreement.

8. INDEMNITY

- 8.1 The Partner will indemnify BRS Golf, its Affiliates, and the directors, employees and agents of each for Losses paid or incurred by the BRS Golf to the extent arising out of (i) any Claim relating to any material breach of any of the Partner’s representations, warranties or obligations under this Payments Agreement; (ii) Partner’s use of the Services, including any refunds, reversals, disputes, and any fees, penalties or fines imposed by the Payment Processor or third party or government entity as a result of the Partner’s use of the Services; (iii) Partner’s failure to describe or deliver goods or services as required by applicable law (including contractual obligations to Customers); or (iv) Partner’s negligence, wilful misconduct, or fraud.
- 8.2 Partner’s indemnification obligations in this Section D8, do not apply to the extent a loss would not have occurred but for: (i) BRS Golf’s breach of this Agreement; or (ii) BRS’s negligence, fraud or wilful misconduct.

9. MISCELLANEOUS

- 9.1 This Payments Agreement shall constitute the entire understanding of the Parties and supersedes and extinguishes any and all prior understandings and agreements, whether written or oral, relating to its subject matter.
- 9.2 No variation of this Payments Agreement shall be effective unless it is in writing and signed by a director of BRS Golf.
- 9.3 Failure or delay by BRS Golf to enforce, or partially enforce, any provision of this Payments Agreement shall not be construed as a waiver of any of its rights under this Payments Agreement. Any waiver by BRS Golf of any breach of, or any default under, any provision of this Payments Agreement by the Partner shall be in writing and shall not be deemed to be a waiver of any subsequent breach or default and shall in no way affect the other provisions of this Payments Agreement.
- 9.4 If any term, is found by any court to be wholly or partly illegal, invalid, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, unenforceability or unreasonableness be deemed severable and the remaining term, and the remainder of such term, shall continue in full force and effect. In the event that such court decides that such term is not severable, the parties agree to substitute such term with a legal, valid, enforceable and reasonable term, which achieves, to the greatest extent possible, the same commercial effect as the original term.
- 9.5 Terms of this Payments Agreement which by their nature are intended to survive termination (including indemnification obligations and limitations of liability) will survive termination of this Payments Agreement.
- 9.6 No provisions of this Payments Agreement are enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Payments Agreement.
- 9.7 The parties hereby acknowledge and agree that BRS Golf is an independent contractor and not an employee, agent, joint venture of the Partner.
- 9.8 This Payments Agreement may be executed in one or more counterparts, with electronic exchange of signatures (e.g., pdf and DocuSign) being sufficient to bind the Parties.
- 9.9 All notices sent by the Partner to BRS Golf must be sent to BRS Golf at its registered address or email address as detailed in the Payments Order Form). BRS Golf may send notices to the Partner at the email or address as detailed in the Payments Order Form.
- 9.10 The formation, construction, performance, validity and all aspects of this Payments Agreement, including any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The parties agree that the courts of England & Wales shall have the non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter.

E. DATA PROTECTION

1. ROLES OF BRS GOLF AND THE PAYMENT PROCESSOR

- 1.1 The Partner acknowledges and understands that BRS Golf works with the Payment Processor to deliver the Services and therefore BRS Golf and the Payment Processor may collect, use, retain, disclose and safeguard certain personal data about the Partner and its Customers in order to deliver the Services and the Transactions respectively. To the extent that BRS Golf and the Payment Processor do so, they shall each act as an independent data processor on the instructions of the Partner, acting as a controller. Please see below in Section E2 the processing terms that govern the relationship between BRS Golf and the Partner. The Payment Processor’s data processing terms can be reviewed via the [Payment Processor’s Privacy Policy](#).

2. DATA PROCESSING BY BRS GOLF

In this Payments Agreement:

'**Data Protection Legislation**' means all laws relating to the processing of personal data, privacy and security, including, without limitation, the UK Data Protection Act 1998, the EU Data Protection Directive 95/46/EC (as will be superseded by the EU General Data Protection Regulation 2016/679 from May 25, 2018), the EU Privacy and Electronic Communications Directive 2002/58/EC, as implemented in each jurisdiction, and all amendments, or all other applicable or replacement international, regional, federal or national data protection laws.

Terms such as "**data controller**", "**data processor**", "**personal data**" and "**personal data breach**" shall have the meanings (or reasonable equivalents) ascribed to them in the applicable Data Protection Legislation.

- 2.1 **APPOINTMENT** BRS Golf will at all times comply with the provisions of applicable data protection law. If we process any personal data on your behalf when performing our obligations under this Payments Agreement, BRS Golf and Partner agree that the Partner shall be the data controller and BRS Golf shall be the data processor in relation to that data of the Partner's Customers who are also end users of the Services in accordance with this Payments Agreement and as required for BRS Golf to provide the Services.
- 2.2 **CATEGORIES OF DATA** Personal Data necessary to manage the Services and to process Transactions such as: business name, business address, VAT registration number, business owner's first and last name, date of birth, email address, address.
- 2.3 **DURATION** BRS Golf shall process such personal data for the duration of this Payments Agreement, unless the Partner instructs BRS Golf to delete or return the data at an earlier or later date, as it is entitled to do under this Payments Agreement.
- 2.4 **AS A DATA PROCESSOR**, BRS Golf shall: (i) process such personal data only in accordance with Partner's reasonable and lawful instructions; (ii) ensure its personnel are under a binding obligation to protect the confidentiality of such personal data; (iii) notify Partner without undue

- delay of any personal data breach, including any accidental, unlawful or unauthorised destruction, disclosure, loss, alteration or access in relation to personal data processed on behalf of Partner; (iv) provide Partner with such reasonable assistance and co-operation as Partner requires to comply with its obligations under Data Protection Legislation with respect to a personal data breach, individual rights requests and otherwise where required by Data Protection Legislation; (v) provide Partner with such information as is necessary to demonstrate compliance with this Section E, and where required by applicable Data Protection Legislation, allow Partner to audit BRS Golf's processing of personal data (the terms of which to be agreed by the parties); (vi) subcontract processing of personal data only pursuant to a written agreement which shall impose obligations no less onerous than those set out in this Section E, remain liable for the actions of its subcontractors, and shall disclose at the request of the Partner a list of any subcontractors it engages; (vii) shall adopt such reasonable measures requested by Partner to ensure legally compliant cross-border transfers of such personal data pursuant to this Payments Agreement. Where the provision of the Services involves the transfer (including onward transfers) of personal data from the EEA to a sub-processor established in a third country that does not ensure an adequate level of protection as defined by applicable Data Protection Legislation, Partner authorises BRS Golf to enter into the controller-to processor Standard Contractual Clauses ("SCC") approved by the European Commission (as set out https://ec.europa.eu/info/law/law-topic/data-protection/datatransfers-outside-eu/model-contracts-transfer-personal-data-thirdcountries_en) with any such sub-processor on Partner's behalf; (viii) upon termination or expiry of this Payments Agreement, at Partner's request, promptly delete or return all personal data.
- 2.5 Partner warrants that its processing of personal data (including its collection from its Customers and sharing with BRS Golf and the Payment Processor) shall comply with applicable Data Protection Legislation.