

## EQUIPMENT RENTAL SERVICES

### 1. Interpretation

1.1. The following definitions apply in this schedule:

**Equipment:** a terminal or other equipment including software and hardware provided to you as part of the Services, including all substitutions, replacements or renewals of such equipment and all related accessories, Merchant facing manuals and Merchant facing instructions and/or user guides provided for it.

### 2. Equipment rental services

2.1. Planet will provide you with the Equipment, which may be hired from us or a third-party owner of the Equipment, as agreed with you in the Order Form or otherwise in writing.

### 3. Merchant responsibilities

3.1. You must:

- a) inspect any Equipment we provide to you when it is delivered to you. If you accept the Equipment, you agree that the Equipment is in good order and condition, matches any description which you may have been given and is suitable for its intended purpose;
- b) only use the Equipment in connection with the Services we provide you under the Agreement;
- c) make sure that the Equipment is operated in a proper manner by trained competent staff and in accordance with any instructions we provide you;
- d) keep the Equipment at the location for which it is configured as agreed with us in advance; and
- e) keep the Equipment in good repair and condition.

3.2. You must not:

- a) use the Equipment in any way that jeopardises the confidentiality, integrity or security of the Equipment;
- b) disassemble, decompile, reverse engineer, translate or in any other manner decode the Equipment (including any software) without our prior written consent;
- c) make adaptations or variations of the Equipment without our prior written consent; or
- d) part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it.

### 4. Maintenance, installation and change of Equipment

4.1. We will provide you with remote maintenance and service cover.

4.2. You shall allow us or our agents to inspect, repair, maintain or remove the Equipment at any time and will allow us and our agents reasonable access and assistance to your premises for this purpose.

4.3. You are responsible for any technical adaptation and installation of Equipment we provide to you. We do not have any liability to you if any installation is delayed or cannot be completed for reasons that are not caused by our negligence or fraud.

4.4. We may issue an order to change the Equipment we have provided you to enable the Equipment to conform with applicable requirements. Where we issue such an order, you must arrange to return the Equipment to us. We will provide you with replacement Equipment.

4.5. We may make any changes to the specifications of the Equipment that do not materially affect its intended purpose.

### 5. Title, risk and insurance

5.1. The Equipment shall remain our property at all times, and you shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms of this Agreement).

- 5.2. The risk of loss, damage or destruction passes to you on delivery of the Equipment. The Equipment shall remain at your sole risk during the Term of the Agreement and any further term that the Equipment is in your possession, custody or control (Risk Period) until such time as the Equipment is delivered to us.
- 5.3. During the term of the Agreement and the Risk Period, you shall obtain and maintain, at your own expense:
- a) insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as we may require from time to time; and
  - b) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance that we may from time to time consider reasonably necessary and advise to you.
- 5.4. You shall give immediate written notice to us in the event of any loss, accident or damage to the Equipment arising out of or in connection with your possession or use of the Equipment.
6. **Warranty and liability**
- 6.1. We warrant that the Equipment (not including the batteries) shall substantially conform to its specification, be of satisfactory quality and fit for any purpose held out by us for a period of 12 months from the date the Equipment Rental Services are first provided.
- 6.2. We do not warrant that:
- a) any hardware Equipment we provide to you is new from the manufacturer; or
  - b) your use of the Equipment shall be uninterrupted or error-free.
- 6.3. With the exception of any fair wear and tear, you are liable for any degradation, destruction, blemish or damage resulting from your use of the Equipment and we may invoice you for any costs we incur in repairing the Equipment.
7. **Ending supply**
- 7.1. We may, without notice to you, selectively end the supply of any Equipment to you without ending all the Equipment Rental Services or the Agreement.
- 7.2. If any Equipment or the Equipment Rental Services are ended, you must return the Equipment to us as soon as possible. If you do not return the Equipment, you authorise us to invoice you for the price of the Equipment. This invoice shall be discharged with 15 calendars days. If no payment has occurred within this period, you will be charged with late interest in accordance with terms of this Agreement.