

POSaBIT POS Services Terms & Conditions
Effective as of November 13, 2025

(This version supersedes and replaces all prior versions of the POSaBIT POS Merchant Agreement Terms and Conditions.)

Incorporation and Acceptance

These Terms & Conditions (“**Terms**”) are incorporated by reference into the executed POSaBIT Order Form between **Merchant** and **POSaBIT US, Inc.** (“**POSaBIT**”). The Order Form and these Terms together constitute the **POSaBIT POS Merchant Agreement** (“**Agreement**”). By executing an Order Form referencing these Terms, clicking “I Agree,” or by accessing or using the Services, Merchant agrees to be bound by this Agreement. Capitalized terms used in these Terms have the meanings given in Appendix A – Definitions, unless otherwise specified in the text.

1. Services

1.1 Provided Devices. During the Term and subject to these Terms, POSaBIT will make available certain hardware, equipment, or software devices (“**Provided Devices**”) for use solely in connection with the Services. Provided Devices remain the property of POSaBIT unless expressly sold to Merchant as set forth in the Order Form.

1.2 Hosted System. Merchant is authorized to access and use POSaBIT’s hosted point-of-sale platform (the “**Hosted System**”) and the features enabled under Merchant’s subscription plan. Merchant’s use of the Hosted System is subject to POSaBIT’s documentation and policies in effect from time to time.

1.3 Support.

POSaBIT will provide reasonable technical support for the Services during its standard business hours through the support channels described at <https://support.posabit.com> (or any successor site). POSaBIT may modify its support offerings, hours, or contact methods at any time to maintain performance, compliance, or customer service efficiency.

1.4 Changes to Services. POSaBIT may modify, enhance, or discontinue any Service or feature at any time to maintain performance, compliance, or security. Notice of material changes will be provided by email, in-app notification, or posting on POSaBIT’s website. Continued use of the Services after notice constitutes acceptance.

1.5 Suspension. POSaBIT may suspend access to the Services if Merchant fails to pay any undisputed amount when due or otherwise materially breaches this Agreement, until such breach is cured.

1.6 Delegation. POSaBIT may perform its obligations or exercise its rights through Affiliates or subcontractors, provided POSaBIT remains responsible for their performance.

1.7 Authorized Users. Merchant is solely responsible for designating authorized users (“**System Administrators**”) to manage the Services on its behalf. POSaBIT may rely on any actions taken through a System Administrator’s credentials as binding on Merchant, including, without limitation, activation of Services, acceptance of updated pricing or terms, submission of support requests, or additional equipment requests.

2. Merchant Account and Infrastructure

2.1 Account Information. Merchant must maintain an active POSaBIT Account with accurate, complete, and current information. Merchant will update such information promptly upon any change. POSaBIT may verify provided information through credit or background checks for compliance purposes.

2.2 Login Credentials. Merchant is responsible for protecting its Login Credentials and ensuring that only Authorized Employees access the Services. POSaBIT is entitled to rely on any action taken through valid credentials unless notified of compromise.

2.3 Infrastructure Requirements. Merchant shall maintain internet connectivity, compatible hardware, and secure premises to support operation of the Provided Devices. Merchant bears all associated costs.

2.4 Authorized Locations. Merchant may use the Services only at the Authorized Locations listed in its Order Form. Additional locations require prior written approval and may incur additional fees.

2.5 Inspection. POSaBIT may request documentation or access to premises as needed to confirm compliance with these Terms and Applicable Law. Failure to provide required information may result in suspension or termination.

2.6 Representations. Merchant represents and warrants that it (a) is duly organized and authorized to enter this Agreement; (b) holds all required cannabis and business licenses; and (c) will not use the Services for any unlawful purpose.

3. Provided Devices

3.1 Delivery and Use. POSaBIT will deliver Provided Devices for use solely in connection with the Services. Merchant will maintain Provided Devices in good working condition and in accordance with POSaBIT's instructions and policies. For any additional equipment ordered by Merchant, POSaBIT may, at its sole discretion, charge Merchant for such additional equipment, including shipping and insurance costs.

3.2 Return of Equipment. Rented or loaned devices must be returned in good condition within thirty (30) days of termination of the Services. Failure to return equipment may result in charges equal to the replacement cost. POSaBIT may deduct such charges via ACH from Merchant's designated account.

3.3 Updates. Provided Devices are designed to update automatically when connected to the internet. Merchant shall ensure connectivity for updates at all times. Failure to install or maintain required updates may affect performance or security and is at Merchant's risk.

3.4 Restrictions. Merchant shall not modify, jailbreak, tamper with, or install unauthorized software on any Provided Device, nor permit any third party to do so. Merchant is responsible for any damage caused by unauthorized modification or use.

3.5 Risk of Loss. Merchant bears the risk of loss or damage to Provided Devices after delivery to Merchant. POSaBIT is not responsible for the theft, loss, or damage to Provided Devices occurring at Merchant's premises (or otherwise in Merchant's custody), or during shipment back to POSaBIT.

4. Financial Terms

4.1 Fees. All fees and charges for the Services, equipment, and support are set forth in the applicable Order Form or any amendment or addendum thereto (the "**Fees**"). Fees may include one-time implementation fees, monthly subscription fees, and device rental or purchase charges. Unless expressly stated otherwise, Fees are non-refundable.

4.2 Payment Terms; Late Payments. POSaBIT will issue electronic invoices to Merchant for any fees payable under this Agreement. Monthly Fees will be billed in advance. One-time fees, including equipment purchases, will be billed upon execution of the Agreement or immediately thereafter. Such fees will be deducted automatically via ACH from the Merchant's designated bank account on or immediately following the date of invoice for all amounts owed under this Agreement. Returned or dishonored payments are subject to a \$50 fee per occurrence. Merchant acknowledges that a direct ACH transfer from Merchant's designated bank account to POSaBIT is POSaBIT's preferred and most efficient payment method. If Merchant elects to pay Fees by any other method that does not constitute a direct ACH transfer between Merchant and POSaBIT (including, without limitation, payments made by check, credit card, debit card, or through any third-party payment service or digital wallet), POSaBIT may charge a monthly administrative fee of \$50 to offset additional administrative costs associated with such payment method. All payments due to POSaBIT under this Agreement will be made without deduction, hold-back, or set-off from payments due to POSaBIT. All Fees due through the end of the Term, including any Early Termination Fee, shall become immediately due and payable upon termination of the Agreement or Services. Late payments may result in suspension of Services until payment is received. Interest on past-due balances accrues at 1.5% per month or the maximum rate permitted by law, whichever is less.

4.3 Taxes. Merchant is responsible for all applicable sales, use, excise, and other taxes imposed by any government authority arising from the transactions contemplated by this Agreement, excluding taxes based on POSaBIT's net income. POSaBIT may collect and remit taxes as required by law.

4.4 Changes to Fees. POSaBIT may, by written notice to Merchant, change the amount of any Fees and other amounts payable by Merchant under this Agreement. Unless otherwise required by law, such changes will become effective thirty (30) days after written notice is provided to Merchant. Continued use of the Services after the effective date of such fee changes will constitute Merchant's acceptance of the updated Fees.

5. Other Obligations of Merchant

5.1 Customer Support. When performing customer service, Merchant will present itself as a separate and distinct business from POSaBIT, and not acting on POSaBIT's behalf.

5.2 Problem Tracking and Reporting. Merchant will promptly investigate and report to POSaBIT, in the manner designated by POSaBIT, all suspected or actual problems with the Hosted System and all complaints from Customers or Authorized Employees.

5.3 Compliance with Laws. Each Party will comply with all Applicable Laws, regulations, rules, and orders of any governmental authority in connection with its performance, marketing, and use of the Services.

5.4 Public Relations. Merchant will conduct its business so as to promote a good image for POSaBIT and will not participate in any promotion, advertising, marketing, or sale of any products or services offered by competitors of POSaBIT.

5.5 No Unauthorized Warranties. Merchant will not make or extend any warranty on behalf of POSaBIT except as expressly authorized in writing. Merchant will defend, indemnify, and hold harmless POSaBIT from all claims, damages, losses, or expenses arising from any unauthorized warranty or representation.

5.6 Customer Data and Privacy. Merchant may receive information about Cardholders, Customers, or other third parties in connection with its use of the Services. Merchant will keep such information confidential and use it only in connection with the Services. Merchant is solely responsible for compliance with all applicable privacy laws, including HIPAA and GLBA. POSaBIT's collection, use, and disclosure of data are governed by the POSaBIT Privacy Policy, which is incorporated into these Terms.

5.7 Ownership Change Processing. Merchant must provide POSaBIT at least ten (10) business days' prior written notice of any ownership or control change. POSaBIT may charge a reasonable administrative fee to process such changes and will not be responsible for delays resulting from insufficient notice.

6. Services Warranty and Disclaimers

6.1 POSaBIT Warranty. POSaBIT warrants that the Services will substantially conform in all material respects to POSaBIT's published specifications. If Merchant provides written notice of noncompliance, POSaBIT will use commercially reasonable efforts to correct the issue, modify the specifications, or terminate the affected Service and refund prepaid Fees. If the noncompliance cannot be corrected within thirty (30) days, Merchant may terminate the affected Service without early-termination penalty. This Section 6.1 sets forth POSaBIT's entire liability and Merchant's sole remedy for breach of warranty.

6.2 Warranty Limitations. POSaBIT does not warrant that the Services will be failsafe or error-free, nor that all defects will be corrected. No warranty applies to defects resulting from misuse, installation, neglect, or failure to apply POSaBIT updates.

6.3 Disclaimer of Warranties. The Services are provided on an "as is" and "as available" basis. POSaBIT disclaims all other warranties, express, implied, or statutory, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. No advice or information obtained from POSaBIT creates any warranty not expressly stated

herein. POSaBIT does not warrant that the Services will meet Merchant's requirements, be available without interruption, or be free of viruses or other harmful components. Use of the Services is at Merchant's own risk.

6.4 Third-Party Products. All third-party hardware, software, or devices provided with the Services are subject to the manufacturer's warranty only. POSaBIT makes no warranty regarding such products and is not liable for any incidental or consequential damages arising from their use.

7. Proprietary Rights

7.1 Ownership. POSaBIT retains all rights, title, and interest in and to the Services, Hosted System, Provided Devices, software, documentation, and any Improvements or derivative works ("**Proprietary Materials**"). Merchant will not challenge POSaBIT's proprietary rights or assist others in doing so.

7.2 Feedback. Merchant waives any claim for compensation based on Feedback or Improvements made from such Feedback.

7.3 Prohibited Activities. Merchant will not, and will not permit any third party to:

- (a) copy, distribute, or create derivative works of any Proprietary Materials;
- (b) use the Services to provide services to third parties;
- (c) access the Services through automated tools without authorization;
- (d) circumvent any security feature;
- (e) reverse engineer the software except as permitted by law;
- (f) transfer or sublicense rights under this Agreement;
- (g) interfere with other users or impose an unreasonable load on POSaBIT's systems; or
- (h) use the Services except as expressly permitted by this Agreement.

7.4 Trademarks. Merchant is not granted any license to use POSaBIT Trademarks. All use and goodwill associated therewith inure solely to POSaBIT.

7.5 Use of Data. POSaBIT may collect, analyze, and use data generated from Merchant's use of the Services, including transaction and operational data. To the extent such data is de-identified or aggregated such that it does not identify any individual or specific consumer personal information, as defined under applicable privacy law, POSaBIT may use such data for any lawful purpose, including but not limited to benchmarking, analytics, product development, and commercial licensing to third parties. Further details on POSaBIT's data collection, use, and disclosure practices are described in the POSaBIT Privacy Policy, available at <https://www.posabit.com/privacy-policy>, which is incorporated into and forms part of these Terms.

7.6 API and Data Access Restrictions.

(a) **Authorized Use.** POSaBIT may provide limited API access allowing Merchant to export or retrieve its own business data for internal use only. Merchant may not resell, redistribute, or grant third-party access without POSaBIT's written consent.

(b) **Integrator Connections.** Merchant may authorize third-party software providers ("**Integrators**") only through POSaBIT's approved consent method (for example, portal authorization or dropdown selection). By providing such authorization, Merchant instructs POSaBIT to share specified data with the chosen Integrator. POSaBIT does not control or endorse Integrators and is not responsible for their acts or omissions.

(c) **Responsibility and Privacy.** Merchant assumes all risk arising from Integrator access it authorizes and will indemnify POSaBIT for any claims resulting from Integrator use of Merchant data or API connections. Integrators must comply with applicable privacy and data-security laws. POSaBIT will not share personal information without Merchant's affirmative consent through the approved consent method.

(d) **Suspension and Termination.** Merchant may revoke Integrator access at any time through the approved consent method. POSaBIT may suspend or terminate API or Integrator access at any time for security, compliance, or operational reasons.

(e) **Relationship to Integrator Agreements.** Integrator access remains subject to POSaBIT's separate API License Agreement with the Integrator. Merchant's consent and related responsibilities for API or Integrator use are further described in

Appendix B – API and Integrator Access, which is incorporated into and forms part of these Terms. In the event of any conflict, this Section 7.6 controls with respect to data-sharing authorization, and Appendix B controls for implementation details and operational obligations.

8. Term and Termination

8.1 Term. This Agreement remains in effect for the Initial Term set forth in the Order Form and renews automatically for successive periods set forth in the Order Form unless terminated by either Party with at least thirty (30) days' written notice before the end of the then-current term.

8.2 Breach or Default. Either Party may terminate this Agreement upon written notice for material breach not cured within thirty (30) days after notice; however, POSaBIT may terminate immediately for nonpayment without providing a cure period.

8.3 Early Termination Fee. If Merchant terminates for convenience or is terminated for breach, Merchant will pay an Early Termination Fee equal to the remaining SaaS fees and rental fees (if applicable) for the current Term. If Fees were waived or discounted, Merchant shall reimburse POSaBIT for the discounted amounts. Merchant authorizes POSaBIT to deduct such Fees from its designated bank account.

8.4 Effect of Termination. Upon termination:

- (a) POSaBIT will remit any funds owed to Merchant after deducting fees and authorized amounts;
- (b) POSaBIT may hold funds subject to dispute or investigation;
- (c) all amounts due become immediately payable;
- (d) Merchant will cease using the Services and return rented equipment within thirty (30) days, failing which POSaBIT may withdraw replacement costs from Merchant's designated bank account;
- (e) Merchant will return or destroy all Confidential Information and Proprietary Materials, retaining one archival copy if required by law; and
- (f) Merchant will provide POSaBIT with a deletion certificate upon request confirming such destruction.

8.5 Survival. Sections intended by their nature to survive termination shall survive, together with any obligations accrued before termination.

9. Indemnification

9.1 Merchant Indemnity.

Merchant will defend, indemnify, and hold harmless POSaBIT (and its employees, directors, agents, Affiliates, and representatives) from and against all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding ("**Claims**") instituted by a Person or governmental authority that arises out of or relates to:

- (a) any actual or alleged breach of Merchant's representations, warranties, or obligations under this Agreement, including any violation of Applicable Law or POSaBIT policies;
- (b) Merchant's wrongful or improper use of the Services;
- (c) any Transaction submitted by Merchant at any Authorized Location using the Services (including the accuracy of transaction information Merchant provides or any Dispute arising from Products offered or sold by Merchant);
- (d) Merchant's violation of any rights of any third party, including rights of privacy, publicity, or proprietary rights;
- (e) Merchant's violation of Applicable Law; or
- (f) any other person's access to or use of the Services using Merchant's Login Credentials.

10. Confidentiality

10.1 Obligations.

Each Party will (a) use the other's Confidential Information solely for the purposes of performing this Agreement, (b) disclose the other Party's Confidential Information only to those employees and contractors that need to know the same for purposes of performing this Agreement, and (c) inform its employees and contractors with access to the other Party's

Confidential Information that such Confidential Information is confidential and proprietary to the other Party and is subject to this Agreement. Each Party will preserve and protect the other Party's Confidential Information and will not divert or misappropriate any Confidential Information of the other Party for its own or any Third Party's benefit. Without limiting the generality of the foregoing, each Party will keep the other Party's Confidential Information confidential and use restrictions at least as stringent as those applied by such Party to protect its own information of similar type.

10.2 Compelled Disclosure.

Nothing in this Section 10 will be interpreted or construed to prohibit any disclosure of any Confidential Information required by law; provided, that the recipient of the Confidential Information uses reasonable efforts to provide advance written notice to the other Party (e.g., so as to afford the other Party an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information).

11. Limitations of Liability; Disclaimer

11.1 Excused Performance.

Neither Party will be liable for, or deemed in breach of, this Agreement (other than payment obligations) for delays or failures to perform caused by circumstances beyond its reasonable control.

11.2 Disclaimer of Certain Types of Damages.

To the maximum extent permitted by law, POSaBIT (and its employees, directors, agents, Affiliates, and representatives) will not be liable for any direct, indirect, punitive, incidental, special, consequential, or exemplary damages—including loss of profits, goodwill, use, data, or other intangible losses—resulting from use of, inability to use, or unavailability of the Services. Without limiting the foregoing, POSaBIT is not responsible for any damage, loss, or injury resulting from hacking, tampering, or unauthorized access to the Services or Merchant Account. POSaBIT assumes no liability for (i) errors or inaccuracies in the Services; (ii) personal injury or property damage resulting from use of the Services; (iii) unauthorized access to secure servers or data; (iv) interruption or cessation of transmission; (v) bugs, viruses, or other harmful code transmitted through the Services; (vi) errors or omissions in content or data; or (vii) defamatory, offensive, or illegal conduct of any third party.

11.3 Limitation of Liability.

In no event will POSaBIT (and its respective employees, directors, agents, Affiliates, or representatives) be liable to Merchant for aggregate damages exceeding the fees earned by POSaBIT in connection with Merchant's use of the Services during the twelve (12) months preceding the event giving rise to liability. These limitations apply to all theories of liability (contract, tort, negligence, strict liability, or otherwise) and to the fullest extent permitted by law in the applicable jurisdiction.

12. Miscellaneous

12.1 Reference Account.

Merchant consents to POSaBIT's identification of Merchant as a user of the Services and will furnish non-confidential information about Merchant for POSaBIT's informational or promotional use.

12.2 Relationship of Parties.

Merchant is an independent contractor and not an agent of POSaBIT. This Agreement creates no partnership, joint venture, employment, franchise, or agency relationship, and neither Party may bind the other.

12.3 No Exclusivity.

Except as provided in Section 2.4 (Authorized Locations), this Agreement does not create an exclusive relationship. Each Party may market its own products and services without restriction.

12.4 Notices.

All notices must be in writing. Notices to POSaBIT may be delivered to legal@posabit.com or mailed to the address on POSaBIT's website (Attention: General Counsel). Notices to Merchant will be sent to the contact information in the Order

Form or any update provided in writing. Operational or service-related notices (including fee or terms updates) may be delivered via dashboard or in-app messaging and are effective upon posting or transmission.

12.5 Updates.

POSaBIT may update these Terms by providing at least thirty (30) days' advance notice via email, dashboard, or posting at www.posabit.com/posabit-pos-services-terms-conditions. Continued use after the effective date of the changes constitutes acceptance. If Merchant objects, it may terminate before the effective date of the changes.

12.6 Assignment.

Merchant may not assign this Agreement or its rights or obligations without POSaBIT's written consent. A change in control of Merchant constitutes an assignment requiring consent. Any assignment will not relieve Merchant of its obligations. This Agreement binds and benefits the Parties and their permitted successors and assigns.

12.7 Non-Waiver.

Failure to enforce any provision is not a waiver of future enforcement. No waiver is effective unless in a written instrument signed by the Party to be bound.

12.8 Mandatory Arbitration.

Merchant and POSaBIT agree to exclusive and mandatory arbitration of all Disputes. **Any arbitration under this Agreement will be on an individual basis only.** Class arbitrations, class actions, private-attorney-general actions, and consolidation with other arbitrations are not permitted. Merchant waives any right to a jury trial or to participate in a class action. If any portion of this Section 12.8 is found unenforceable, the remainder will remain in effect (but there will be no class arbitration). All Disputes will be resolved by binding individual arbitration before a single arbitrator administered by the American Arbitration Association (www.adr.org) under its rules. The Federal Arbitration Act applies. Any hearing will occur in Seattle, Washington, or another mutually agreed location. The arbitrator's award will be binding and may be entered in any court of competent jurisdiction. Subject to this provision, Merchant consents to exclusive jurisdiction in the state and federal courts of King County, Washington.

12.9 Limitation Period for Disputes.

Unless required otherwise by law, any action by Merchant relating to a Dispute must begin within one year after the cause of action accrues.

12.10 Governing Law.

This Agreement is governed by the laws of the State of Washington and applicable federal law (including the Federal Arbitration Act) without regard to conflicts of law principles.

12. Supersession of Prior Terms.

These Terms & Conditions supersede and replace all prior versions of POSaBIT's terms of service, merchant agreements, or other agreements governing the same Services. Continued use of the Services after the effective date of these Terms constitutes acceptance of and agreement to be bound by the updated Terms.

12.11 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior agreements or understandings. No amendment is valid unless in a written instrument signed by both Parties. POSaBIT is not bound by any term proposed by Merchant in a purchase order or other document unless expressly accepted in writing by POSaBIT.

APPENDIX A – DEFINITIONS

For purposes of this Agreement:

“Affiliate”: means any Person or entity that controls, is controlled by, or is under common control with a Party, where “control” means the direct or indirect ownership or control of more than fifty percent (50%) of the voting interests or the power (through contract or otherwise) to direct management or affairs.

“Agreement”: means this POSaBIT POS Merchant Agreement.

“Applicable Law”: means all federal, state, and local laws, rules, regulations, orders, and binding guidance applicable to either Party or the Services, as amended from time to time, except for federal laws related to cannabis.

“Authorized Employee”: means any employee or independent contractor of Merchant authorized to access or use the Services.

“Authorized Location”: means a store owned and operated by Merchant as listed in its Order Form.

“Cardholder”: means a person presenting a payment card at an Authorized Location.

“Claims”: has the meaning set forth in Section 9.1.

“Confidential Information”: means any confidential or proprietary information disclosed by one Party to the other, whether technical, business, or otherwise, including trade secrets, know-how, financials, customer data, or other nonpublic materials, excluding information that (a) was known without restriction prior to receipt; (b) is independently developed without reference to Confidential Information; (c) is obtained lawfully from a third party; or (d) becomes public through no fault of the recipient.

“Customer”: means a person who purchases Product from Merchant at an Authorized Location and pays for all or any portion of the Product.

“Dispute”: means any legal claim or controversy between Merchant and POSaBIT related to this Agreement.

“Early Termination Fee”: has the meaning set forth in Section 8.3.

“Effective Date”: means the date Merchant executes the Order Form incorporating these Terms.

“Feedback”: means questions, comments, suggestions, or other feedback provided by Merchant or its Customers about the Services.

“Fees”: means all implementation, subscription, rental, and any other fees charged by POSaBIT in connection with the Services.

“Hosted System”: means the hardware and software system operated by POSaBIT and made available for use by Merchant under this Agreement.

“Improvements”: means any modification, derivative work, upgrade, enhancement, or update to the Services.

“Initial Term”: has the meaning set forth in the Order Form.

“Login Credentials”: means the unique username, password, or identifier used to access Merchant’s POSaBIT Account.

“Merchant”: has the meaning set forth in the Order Form.

“Party” or **“Parties”**: means POSaBIT and/or Merchant.

“Person”: means any individual, corporation, limited liability company, partnership, trust, association, or other entity.

“POSaBIT Account”: means Merchant’s account on the Hosted System through which Merchant accesses and manages the Services.

“POSaBIT Trademarks”: means the trademarks, trade names, and logos used by POSaBIT to identify its Services.

“Product”: means any goods lawfully sold by Merchant at Authorized Locations.

“Proprietary Materials”: has the meaning set forth in Section 7.1.

“Proprietary Rights”: means all intellectual property rights, including copyrights, patents, trade secrets, and trademarks.

“Provided Device”: means any hardware provided by POSaBIT for use with the Services.

“Renewal Term”: has the meaning set forth in Section 8.1.

“Services”: means all software, hardware, equipment, features, functions, and support services provided by POSaBIT to Merchant.

“Specifications”: means POSaBIT’s published description of the Services’ features and functionality.

“Support and Training Services”: means the services described in the Support Overview.

“System Administrator”: means one or more authorized users designated by Merchant to manage the Services.

“Taxes”: has the meaning set forth in Section 4.3.

“Term”: has the meaning set forth in Section 8.1.

“Update”: means any software modification, bug fix, patch, or version release issued by POSaBIT.

APPENDIX B – API AND INTEGRATOR ACCESS

B.1 Purpose and Scope

This Appendix summarizes the terms governing Merchant’s optional use of POSaBIT’s application programming interface (“API”) and connections to third-party software providers (“Integrators”). It applies only to Merchants who elect to use these features.

B.2 Merchant API Use

POSaBIT may provide limited, no-cost API access enabling Merchant to export or retrieve its own business data for internal use only. Merchant may not resell, redistribute, or grant third-party access to the API without POSaBIT’s written consent. All use must comply with POSaBIT’s API documentation and security requirements.

B.3 Integrator Authorization

Merchant may authorize Integrators only through POSaBIT’s Approved Consent Method (e.g., dropdown selection or portal authorization). By doing so, Merchant instructs POSaBIT to share specified data with the chosen Integrator. POSaBIT does not control or endorse Integrators and is not responsible for their acts or omissions.

B.4 Responsibility and Liability

Merchant assumes all risk arising from Integrator access it authorizes and will indemnify POSaBIT for any claims resulting from Integrator use of Merchant data or API connections.

B.5 Privacy and Data Protection

POSaBIT will not share personal information without Merchant’s affirmative consent through the Approved Consent Method. Integrators must comply with applicable privacy laws and data-security obligations.

B.6 Revocation and Suspension

Merchant may revoke Integrator access at any time via the Approved Consent Method. POSaBIT may suspend or terminate API or Integrator access for compliance or security reasons.

B.7 Relationship to API License Agreement

Integrator access is subject to POSaBIT’s separate API License Agreement with the Integrator. This Appendix governs Merchant’s consent and responsibility for Integrator use of Merchant data.

B.8 Webhook Access (if enabled)

If POSaBIT enables webhook functionality for Merchant, POSaBIT may transmit certain event data or notifications to Merchant-designated endpoints (“Webhooks”). Merchant is solely responsible for securing, maintaining, and monitoring any endpoint it provides. Merchant shall (i) ensure that webhook URLs are accessible only through secure HTTPS connections, (ii) promptly update or disable endpoints that are compromised or no longer in use, (iii) acknowledge receipt of webhook messages in accordance with POSaBIT’s documentation, and (iv) not use Webhook data in violation of this Agreement or Applicable Law. POSaBIT may suspend or terminate Webhook delivery at any time for security, compliance, or operational reasons.