

## e-Receipt Terms and Conditions

These terms and conditions are made effective as of the date of the execution of the first Agreement Form or upon utilization of the e-Receipt Service (as such term is defined below). Any terms used and not defined herein shall have the meaning assigned to such terms in the Agreement.

1. **The e-Receipt Service.** The service allows the Customer to generate and transmit electronic receipts to the end-customers which contain Transaction Details, as defined below, applicable to such end-customers. Each e-Receipt is delivered to an email address or mobile phone number provided by the applicable end-customer ("**Contact Information**") upon their request and after scanning a unique QR code which appears on the Nayax Device immediately following the completion of a transaction or any other technology offering generation of e-Receipts and made available by Nayax ("**e-Receipt Service**").

"**Transaction Details**" means the relevant information related to a specific transaction, which includes, the time and date of the transaction, the Customer's details, the goods or services purchased, the quantities, prices, taxes, discounts, payment method, and transaction ID or any other information which Customer may request to add and subject to Nayax prior approval. The nature and content of the Transaction Details may vary from jurisdiction to jurisdiction and from Customer to Customer. The Customer may control the type of Transaction Details appearing on e-Receipts provided to its end-customers and shall be responsible to ensure that any information required under applicable law to appear on an e-Receipt is properly configured to appear.

2. **Specific risks associated with e-Receipts.** Without derogating from any provision of the MSA or the Clearing Agreement, the Customer acknowledges that errors in the transmission or receipt of e-Receipts may occur due different reasons, for example, technical failures, communications errors, dirty or obscured

Nayax Device displaying the relevant QR Code, network failure, incorrect configuration by the Customer, inaccurate Contact Information or compatibility issues related to the end-customer's systems. The Customer hereby waives any claims against the Company for such risks. The Customer further undertakes to indemnify and hold the Company harmless from any claim raised by an end-customer or any third party in relation thereto.

3. **Customer Content.** The Customer acknowledges and agrees that they are solely responsible for all content provided to the Company or uploaded to the designated e-Receipt website for inclusion in the e-Receipts ("**Customer Content**"). This includes, but is not limited to, text, fonts, images, graphics, audio, video, and any other materials. The Customer warrants that they own or have the necessary licenses, rights, consents, and permissions to use and authorize the Company to use all Customer Content in connection with the e-Receipt Service. The Customer further agrees to indemnify, defend, and hold harmless the Company from any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the Customer Content, including but not limited to claims of intellectual property infringement, defamation, and violation of privacy rights.
4. **Processing of e-Receipt Data.** Any and all data processed under this Addendum, including the end-customer's phone number or e-mail address shall be subject to the Data Processing Agreement ("**DPA**"), as defined and incorporated by

reference to the MSA and/or Clearing Agreement between the Company and the Customer.

5. The Transaction Details and the Contact Information shall be added to Section 2(3) of Annex II of the DPA.
6. **Miscellaneous.** Subject to Section 10 of the DPA, the services may be provided by the Company or any other entity authorized by the Company to act on its behalf.
7. The provisions, terms and conditions of the MSA and the Clearing

Agreement (including their respective Exhibits) shall remain in full force and effect.

8. 5.4. This Addendum shall be governed by the terms and conditions of the Services Agreement or the Clearing Agreement, as applicable.
9. This Addendum shall be deemed for all intents and purposes an integral part of the Agreement.