



Terms and Conditions of Use

Last Updated: December 4, 2021

1. Introduction

These Terms and Conditions of Use (the "Terms") describe the terms and conditions of the services made available you by Clover Network, LLC ("Clover") (the services made available to you by Clover are the "Service" or the "Services"). Any of your obligations set out in these Terms relating to the use of Device or the Service are in addition and not in substitution of any other obligations imposed on you by any "Authorized Sublicensor" (as specifically identified therein) under any separate agreement covering purchase or lease of such Device or Service.

2. Agreement

These Terms form a contract between you and Clover regarding your use of the Service. Your accessing www.clover.com ("Clover Website"), your use of a Device (as defined below), your use of any Service we make available to you, and your clicking to accept these Terms (where this option is made available to you) all constitute valid and binding means by which you accept these Terms. Where are you are accepting these Terms on behalf of your business, you represent and warrant that you have the right and authority to bind your business to these Terms and you are not barred or otherwise legally prohibited from accessing or using the Service.

3. Your Use of the Service

Clover grants you a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense or assign in any



conduct associated point of sale activities in accordance with these Terms.

4. Restrictions

You shall not and shall not permit any third party to:

- (a) access or attempt to access the Service (or any part) that is not intended to be available to you;
- (b) access or use (in any format) the Service (or any part) through any time-sharing service, service bureau, network, consortium, or other means;
- (c) without Clover's advance written consent, use, ship or access the Service (or any part) outside or from outside of the United States;
- (d) perform or attempt to perform any actions that would interfere with the proper working of the Service, prevent access to or use of the Service by other users, or impose a large load on Clover's infrastructure, network capability or bandwidth; or
- (e) use the Service (or any part) except as permitted in these Terms.

5. Service Requirements and Limitations

5.1 You may access the Service through your tablet or other mobile or fixed form factor identified by Clover as compatible with and capable of accessing and/or supporting the Service ("**Device**") using a wired (Ethernet) or wireless (Wi-Fi or cellular) connection to the Internet. You are solely responsible for the payment of any fees that may be imposed by your Internet/data provider. Your use of the Service accessed wirelessly or through the Internet is subject to: (a) the terms of any agreements you have with your Internet/data provider; and (b) availability, transmission range and uptime of the services and any wireless equipment.



authorization when Internet connectivity to the Clover platform is restored. You assume all risk, responsibility and liability associated with any transaction that you choose to conduct while the Service is offline.

5.3 The Service does not function with every mobile device. Clover may alter which Devices are approved as compatible with the Service in Clover's discretion.

5.4 You shall at all times comply with any operating procedures, requirements, or guidelines regarding your use of the Service that are posted on the Clover Website or otherwise provided or made available to you.

5.5 You agree that Clover shall not have any liability to you arising directly or indirectly from or otherwise concerning: (a) any termination, suspension, delay or disruption of the Service (including billing for the Service) by the Internet, any common carrier or any third party service provider; (b) any failure, disruption or malfunction of the Service, the Internet, or any communications network, facility or equipment beyond Clover or a third party's reasonable control; (c) your failed attempts to access the Service or to complete transactions via the Service; or (d) any failure to transmit, obtain or collect data or for human, machine or software errors or faulty or erroneous input by you.

6. Communicating with Customers through the Service

6.1 You must comply with applicable law, including by obtaining any legally required consent, when collecting and using customer contact details to communicate with your customers through the Service. You must promptly honor any customer opt-out.

6.2 You may not use the Service to send marketing communications except to the contact information provided directly to you by the consumer and with the proper consumer choice as required by law.



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 PROVIDERS OF THIRD PARTY SERVICES.

8. Account Registration; Clover Dashboard; Clover Virtual Terminal

If and when prompted by Clover's registration process to register and create a "Member" or "Merchant" account ("Account"), you agree to (a) provide true, accurate, current and complete information about yourself and/or your business, and (b) maintain and update this information to keep it true, accurate, current and complete. If any information provided by you is untrue, inaccurate, not current or incomplete, Clover has the right to terminate your Account and refuse any and all current or future use of the Service.

You may use your Account to connect to your-specific Clover webpage ("Clover Dashboard"). You may access certain software



and authorized applications during or after initial set-up. The applications (and their functionality) that make up the Service may vary from time to time. You, and your authorized users and employees, can access the Clover Dashboard via most internet browsers.

Through the Clover Dashboard and using your Account, you and your authorized employees will be able to accept payments for card not present transactions (the “Clover Virtual Terminal”). All transactions accepted through the Clover Virtual Terminal will be governed by these Terms.

Clover Payments provides you with access to the Clover platform which includes the Clover Dashboard, Clover Virtual Terminal functionality, hosted checkout capabilities, and developer tools APIs.

9. Maintenance on the Service

9.1 Clover may perform maintenance on the Service which may result in service interruptions, delays, or errors. Clover will not be liable for any such interruptions, delays, errors, or bugs. Clover may contact you in order to assist you with the Service and obtain information needed to identify and fix any errors.

9.2 Clover may, at its discretion, release enhancements, improvements or other updates to any software. If Clover notifies you that such update requires an installation, you shall integrate and install such update into your systems within 30 days of your receipt of such notice. Failure to install any updates in a timely fashion may impair the functionality of the software or Service. Clover shall have no liability for your failure to properly install the most current version of any software or any update, and Clover shall have no obligation to provide support or services for any outdated versions.

9.3 Certain software can automatically install, download, and/or deploy updated and/or new components, which may include a new



responsibility and indemnify Clover for all damages and losses, of any nature, for all adverse results or third party claims arising from your impeding the update process.

10. Fees

You will be charged and agree to pay the applicable fee to use the 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. If you have an agreement with an Authorized Sublicensor for any Clover service plan, Clover will collect the amounts described in the first sentence of this Section from you for such plan on behalf of, and remit the amounts to, the Authorized Sublicensor.

11. Term and Termination

11.1 These Terms commence on the date on which you first use the Service and continue for the subscription term you select. The subscription term will automatically renew upon expiration of the initial term and shall be equal in duration as the initial term, unless either party gives notice of cancellation prior to the expiration of the initial or any renewal term. The fee charged during any renewal term will be equal to the fee in effect during the immediately preceding subscription term, unless Clover provides advance notice of a fee change, which fee change will be effective upon the renewal term.

11.2 Clover may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access to the Service without any notice and liability for any reason, including if in Clover's sole determination you violate any provision of these Terms.



Service provided under these Terms shall end. Upon your termination of these Terms, Clover will provide you with a reasonable period of time to allow you to extract your Account Data (defined below) that Clover has stored on its servers as of the termination date. Subject to the foregoing sentence and applicable law and card association rule requirements, 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 Service or deletion of your Account Data.

11.4 The rights, obligations and limitations of Sections 5.2, 5.5, 9.2, and 9.3, and Articles 2, 11, 13, 14, 15, 16, 17, 18, 19 and 23 will survive termination of these Terms.

12. Privacy and Data Use

12.1 All data collected via the Clover Website or in connection with your use of the Service, including customer information and information about your business and employees used with or stored in or by the Service, is collected by Clover. The Clover Privacy Policy (available at <https://www.clover.com/privacy-policy>) describes Clover's collection, use, disclosure, and other practices of Clover in connection with such data.

12.2 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 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



Clover requirements related to such matters.

12.3 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 Service and Device. 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 Service or Device to your own information environment.

12.4 You shall maintain and make available to consumers a privacy policy applicable to your use of the Service and Device, including any applications installed on the Device.

12.5 You must ensure that any third parties with which you share personal information in connection with your use of the Service or Device (including, without limitation, app developers whose applications are made available through the Clover App Marketplace) will provide the same level of privacy and data security protection that you are legally required to maintain and which you promise to maintain.

12.6 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.

12.7 You acknowledge and agree that when you install an application on the Device, 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



developer to cease processing and/or destroy any personal information.

12.8 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.

12.9 Unless you have received prior written consent to do so from Clover, you may not use the 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").

12.10 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.

13. Protecting Information

13.1 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



13.2 You are solely responsible for ensuring that your account numbers, passwords, security questions and answers, login details and any other security or access information used by you to use or access the Service is kept safe and confidential. You must prevent unauthorized access to and use of any of your information or data used with or stored in or by the 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 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 Service or any software provided or approved by Clover to authenticate access to, and use of, the 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 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.

13.3 You may submit comments or ideas about the Service, including about how to improve the 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.

14. Intellectual Property

14.1 All right, title and interest in and to all confidential information and intellectual property related to the Service (including Marks, all



any updates, changes, alterations, or modifications to or derivative works from such intellectual property), owned, developed or licensed by Clover at any time or employed by Clover in connection with the Service, shall be and remain, as between Clover and you, Clover's or its affiliates', Clover's vendors' or licensors' (as applicable) sole and exclusive property and all right, title and interest associated with the Service not expressly granted by Clover in these Terms are deemed withheld. You may not use Marks in any manner, including in any advertisements, displays, or press releases, without Clover's prior written consent. "**Marks**" means Clover's names, logos, emblems, brands, service marks, trademarks, trade names, taglines or other proprietary designations.

14.2 You shall not, and shall not permit any third party to: (a) decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct or discover by any means any source code, underlying ideas or algorithms of the Service, (or any part), except to the extent that such restriction is expressly prohibited by law; (b) modify, translate, or alter in any manner, the Service (or any part) or the Marks; (c) create derivative works of or based on the Service (or any part), or the Marks; (d) except for backup and archival purposes, directly or indirectly copy the Service (or any part); (e) republish, upload, post, transmit, disclose, or distribute (in any format) the Service (or any part) except as permitted in these Terms; or (f) remove, relocate, or otherwise alter any proprietary rights notices from the Service (or any part) or the Marks.

14.3 If Clover provides you with copies of or access to any software or documentation, unless otherwise expressly stated in writing, that software and documentation is provided on a personal, non-exclusive, non-transferable, non-assignable, revocable limited license for the period of your subscription to the Service and solely for you to access and use the software and documentation to



14.4 You shall not take any action inconsistent with the stated title and ownership in this Section 14. You will not file any action, in any forum that challenges the ownership of any part of the Service, any related software, materials or documentation. Failure to comply with this provision will constitute a material breach of these Terms.

15. Clover Service Disclaimer

USE OF THE SERVICE IS AT YOUR OWN RISK AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND CLOVER DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO YOU OR ANY OTHER PERSON, INCLUDING ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SERVICE WILL OPERATE UNINTERRUPTED OR ERROR FREE OR THAT THE SERVICE IS SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR DOES NOT INFRINGE THE RIGHTS OF ANY PERSON.

16. Your Responsibilities

16.1 You shall comply fully with the requirements of all applicable federal, state and local laws and regulations related to your use of the Service and provision and use of any cardholder data, customer information and other point of sale data in connection with the Service. You shall not use the Service for illegal purposes.

16.2 You are solely responsible for obtaining all required permits, consents and licenses and monitoring legal developments applicable to the Service and the operation of your business, interpreting applicable laws and regulations, determining the requirements for compliance with all applicable laws and regulations, and maintaining an on-going compliance program.

16.3 You are solely responsible for ensuring the accuracy, quality, integrity, legality and appropriateness of all information and data



you are solely responsible for verifying that all information and data loaded onto a Device by Clover or its service providers at your request are accurate prior to your business use of such Device. Clover and its service providers disclaim any and all liability arising out of any inaccuracies with respect to any information or data you provide.

16.4 By using Google Pay you hereby agree to [Google Pay API Terms of Service](#)

17. Limitations on Liability and Damages

IN NO EVENT SHALL CLOVER OR ITS AFFILIATES OR ANY OF CLOVER'S OR ITS' AFFILIATES RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS, EACH OF WHICH IS EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CLOVER'S AND ITS' AFFILIATES CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING THOSE ARISING OUT OF OR RELATED TO THESE TERMS AND ANY INDEMNITIES), REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, SHALL NOT EXCEED THE AMOUNT OF FEES RECEIVED BY CLOVER UNDER THESE TERMS FOR THE IMMEDIATELY PRECEDING SUBSCRIPTION TERM.

18. Indemnity



against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to:

(a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms, including without limitation any violation of our policies or the card associations' rules;

(b) your wrongful or improper use of the Service or any Third Party Services;

(c) any transaction submitted by you through the Service or any Third Party Services (including without limitation the accuracy of any product information that you provide or any claim or dispute arising out of products or services offered or sold by you);

(d) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights;

(e) your use of any personal information obtained in connection with your use of the Service, any Third Party Services, or the Device, or any application used on the Device;

(f) the activities under your Account, or any other party's access and/or use of the Service, any Third Party Services, or Device with your unique username, password, API key, or other appropriate security code;

(g) your failure to maintain reasonable security in connection with the use of the Service, any Third Party Services, or the Device;

(h) any data breach, information security incident, or similar, arising from your action or inaction;

(i) your violation of any law, rule or regulation of the United States or any other country; or



credentials/access controls for the Service or any software provided or approved by Clover to authenticate access to, and use of, the Service, any Third Party Services and any software.

19. Representation and Warranties

You represent and warrant that: (a) you are validly existing, in good standing and have the right, power, and authority to enter into and perform under these Terms;

(b) any sales transaction submitted by you (i) is genuine and arises from a genuine sale or service that you directly sold or provided, (ii) accurately describes the goods or services sold and delivered to a purchaser and (iii) represents the correct amount of goods or services purchased from your business;

(c) you will fulfill all of your obligations to each customer for which you submit a transaction and will resolve any consumer dispute or complaint directly with the consumer;

(d) you, all transactions initiated by you and your use of the Service will comply with all federal, state, and local laws, rules, and regulations applicable to your business, including any applicable tax laws and regulations and card association rules and regulations;

(e) except in the ordinary course of business, no sales transaction submitted by you through the Service will represent a sale to any principal, partner, proprietor, or owner of your entity;

(f) you will not use the Service, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Service; and

(g) you are not engaged in and will not accept payment for any illegal activity, in the legal jurisdiction(s) in which you do business or provide goods and/or services.

20. Consent to Electronic Communication



calls, an automatic telephone dialing system, an artificial or pre-recorded voice, or both, to contact you at the telephone number(s) you have provided, and/or may leave a detailed voice message if you are unable to be reached, even if the number provided is a cellular or wireless number or if you have previously registered on a Do Not Call list or requested not to be contacted for solicitation purposes.

20.2 You consent to receiving commercial electronic messages, including e-mail messages, SMS and text messages, and telephone calls, from Clover, its affiliates and its third party sales contractors and/or agents.

21. Amendment

Clover has the right to change or add to these Terms at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Service with notice that Clover in our sole discretion deem to be reasonable in the circumstances, including such notice on Clover's Website or any other website maintained or owned by Clover. Any use of the Service after Clover's publication of any such changes or providing notice shall constitute your acceptance of these Terms as modified.

22. Assignment

These Terms, and any rights or licenses granted hereunder, may not be transferred or assigned by you (including by operation of law, transfer of voting control of you or otherwise) without Clover's prior written consent, but may be assigned by Clover without restriction.

23. General Provisions

These Terms are a complete statement of the agreement between you and Clover and describe the entire liability of Clover and its vendors and suppliers (including processors) and your exclusive remedy with respect to your use and access to the Service. In the event of a conflict between these Terms and the Privacy Policy, the



without regard to its conflicts of laws provisions. You and Clover agree to submit to the exclusive jurisdiction of the courts located within the County of Suffolk, New York to resolve any legal matter arising from these Terms. If any provision of these Terms is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. These Terms do not limit any rights that Clover may have under trade secret, copyright, patent or other laws. Except for Clover's affiliates and as otherwise stated herein, no persons shall be third party beneficiaries to these Terms. No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision, and Clover's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Notices sent to your last known e-mail address or postal address, as indicated in our records, shall constitute effective notice to you under these Terms.

24. Contacting Clover

If you have any questions about these Terms, please contact Clover at support@clover.com. Except as otherwise stated in these Terms, all notices to Clover required or permitted in these Terms relating to the Service shall be in writing and sent by postal mail to: Clover Network, LLC Attention: Investigation Department, 415 North Mathilda, Sunnyvale, CA 94085. Notices shall be effective when actually received or, if sent by courier, when delivered.

25. Food Ordering Program

You may elect to use the "Food Ordering Program" through your Clover Dashboard. The Food Ordering Program allows your dining guests (each, a "Customer") to place online orders for food, beverages, and other related products (each, a "Food Order") via a



Your Terms of Service; Privacy Policy

25.1 You will provide Clover a link to your terms of service and privacy policy via the Clover Dashboard. You will ensure that your terms of service and privacy policy are up to date and will notify Clover of any updates to URLs containing your terms of service and privacy policy. You will ensure that your terms of service and privacy policy comply with all applicable laws.

Obligations; Restrictions

25.2 Your actions in connection with fulfilling a Food Order (“Food Services”) and your third party service providers’ services must comply with all applicable laws, including but not limited to privacy laws and data protection laws (“Data Protection Laws”), including to the extent applicable, providing all reasonably requested assistance to Clover with:

(a) providing individuals with rights in connection with Personal Information in a timely manner, including the ability of individuals to:

- (i) access or receive their Personal Information in an agreed upon format; and
- (ii) correct, amend, or delete Personal Information where it is inaccurate, or has been Processed in violation of applicable Data Protection Laws; and

(b) responding to enquiries from data subjects or entities with supervisory or regulatory authority over either party concerning its Processing of Personal Information.

In connection with the Food Ordering Program, you will not, and will not authorize any third party to:

(a) generate automated, fraudulent, or otherwise invalid activity (including queries, clicks, or conversions);

(b) conceal ad- or transaction-related activity that must be disclosed under Applicable Law or this Agreement;



Clover;

(d) provide inaccurate or outdated information;

(e) engage in deceptive, misleading, and/or unethical practices;

(f) alter, interfere with, or otherwise tamper with customer reviews of your Food Services, the services of your competitors, or the Food Ordering Program;

(g) attempt to interfere with the proper functioning of the Food Ordering Program; or

(h) use, store, or share any Customer information for purposes other than fulfilling a Food Order.

25.4 You are responsible for responsible for your acts and omissions, as well as the acts and omissions of your third party service providers in connection with the Food Services. You may not state or imply that you are an employee or affiliate of Clover or its Affiliates, or that a third party service provider otherwise works for Clover or its Affiliates.

25.5 You must provide honest, complete, and accurate information in connection your Food Services, including to third parties.

25.6 You will cooperate if Clover or its partners (at Clover's request) seek to gather information about you, your third party service providers, or your Food Services to verify identity, confirm compliance with applicable law, these Terms, your payment processing agreement, for quality assurance purposes, or as required to operate the Food Ordering Program.

25.7 You will work with Clover and Google in good faith to provide a positive customer experience. Any use by you of Clover's name (including in connection with any message or communication to a customer or third party service provider) will require Clover's written pre-approval, except otherwise allowed by these Terms.



Clover is not responsible for facilitating refunds or assisting with cancelled orders.

25.10 If you sell alcoholic beverages, you are responsible for obtaining and maintaining all current alcoholic beverage licenses and complying with all regulations regarding the sale of alcohol. You must ensure that any customer who places a Food Order for an alcoholic beverage is 21 years of age or older.

Date Use; Data Security

25.11 You shall only use any data that you or Clover receive in connection with (i) a Food Order placed on Google or other action on Google in connection with the Food Ordering Program, or (ii) data received through a Google API or any reporting that you or Clover receive from Google in connection with the Food Ordering Program (collectively, Google Data solely to assist Customers with their specific Food Order(s), including communicating with Customers to process or deliver a Food Order placed through the Food Ordering Program and to respond to queries made by Customers with respect to Food Orders placed through the Food Ordering Program. Without limitation, you shall not: (i) share Google Data with any third party; (ii) use Google Data for advertising, marketing, or remarketing purposes; (iii) sell Google Data, share Google Data for cross-context behavioral advertising purposes, or retain, use, or disclose Google Data for any purpose outside the context of the direct business relationship between you and Clover as set forth in these Terms or your payment processing agreement or for any commercial purpose other than those authorized herein; (iv) combine Google Data with information received from any other source except as permitted by applicable law and in accordance with Clover's documented instructions; or (v) process Google Data outside of the United States or direct or market services under the Agreement to individuals outside of the United States. Your use,



you certify that you understand and will comply with this section and, upon request by Clover, will promptly provide information to Clover reasonably necessary for Clover to assess your compliance with these Terms. You agree that as between you and Clover, you act in the role of Clover's data processor or sub-processor. You will not retain any Google Data for any longer than is strictly necessary to effectuate fulfillment of a Food Order and will immediately delete any Google Data upon Clover's request.

25.12 You shall have in place reasonable technical and organizational measures to protect Google Data against accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure, or access. You will ensure that such measures provide a level of security reasonable to the risk presented by the processing and the nature of the data to be protected, including without limitation: (i) maintaining reasonable controls to ensure that access to Google Data will be limited to individuals who have a legitimate need to process Google Data under these Terms or your payment processing agreement; (ii) promptly terminating an individual's access to Google Data when such access is no longer required for performance under the Agreement; (iii) using reasonable and secure data transfer methods to transfer any Google Data across any network other than an internal company network owned and managed by you; (iv) assuming responsibility for any unauthorized access to Google Data under your custody or control; (v) maintaining a reasonable incident response program to respond to any actual or reasonably degree of certainty of unauthorized destruction, loss, control, alteration, acquisition, disclosure of, or access to Google Data under your custody or control ("Security Incident"); and (vi) providing reasonable ongoing privacy and information protection training and supervision for all personnel who process or access Google Data. Without limitation, if you become aware of or reasonably suspect a Security Incident, you shall: (a) promptly (and in any event within



Clover (and Google as may be directed by Clover) in connection with its or their investigation, including by preserving and making available all requested records, logs, files or other relevant materials and regular updates; (c) as directed by Clover, undertake appropriate remediation measures; (d) not make any statement concerning the Security Incident that directly or indirectly references Clover or Google unless Clover provides its written authorization; and (e) promptly reimburse Clover for all costs and expenses (including legal fees) reasonably incurred by Clover in connection with a Security Incident.

Business types

Full service dining

Quick service dining

Retail stores

Personal services

Professional services

Home & field services

Accept payments



Run your business



Sell more





Help



About



Integrations



All pricing presented on clover.com is for new merchant acquiring customers only. Merchants currently processing on First Data systems and merchants that have processed on First Data systems during the previous 90 days are not eligible for offers and pricing on clover.com.

When applying for the Clover Account experience without hardware, the monthly software fee is waived for 30 days. After the 30-day trial period, the cost for Virtual Terminal is \$14.95 per month when no other software plan is in effect. Trial period and monthly cost is subject to change. Terms and conditions apply.

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