

# Clover Care Addendum to Merchant Processing Agreement

## 1 Your Business Information

Merchant Identification Numbers: \_\_\_\_\_

Your Business Legal Name: \_\_\_\_\_

Your Business DBA Name: \_\_\_\_\_

First/Last Contact Name: \_\_\_\_\_

Business Phone: \_\_\_\_\_

## 2 What This Addendum Does

- 2.1 This Addendum adds Clover Care to your Merchant Processing Agreement and is part of your Merchant Processing Agreement. In this Addendum, the words "we", "our", and "us" refer only to Processor and not to Bank. Bank is not a party to this Addendum, Clover Care is provided to you only by Processor. Except as defined in this Addendum, all other defined terms used herein have the meanings given to them in your Merchant Processing Agreement.
- 2.2 The terms of your Merchant Processing Agreement and the terms of this Addendum both apply to Clover Care, but if anything in this Addendum directly conflicts with your Merchant Processing Agreement, this Addendum will control as it relates to Clover Care.
- 2.3 This Addendum becomes effective on the date that appears in the signature block and continues in effect until your Merchant Processing Agreement terminates, in which case, this Addendum will automatically terminate.

## 3 Clover Care

- 3.1 **Included Equipment** means new equipment listed in Section 4 of this Addendum. If you would like Clover Care protection for eligible devices that are not listed in Section 4 of this Addendum, or devices that you purchase in the future, you must agree to a separate addendum for those devices. Devices may be eligible for Clover Care for 1 year from the date of purchase.
- 3.2 Subject to the conditions and exclusions set forth in this Addendum, Clover Care replaces, at no additional charge to you, Included Equipment that has failed due to manufacturer defects in materials or workmanship, normal wear and tear from use in your business, and accidental damage from handling. Clover Care protection will supersede the manufacturer's limited warranty for Included Equipment. Merchants with Included Equipment located in New York: see Section 6 below for material limitations on Clover Care protection.
- 3.3 Clover Care protection begins when we ship you the Included Equipment and continues for 3 years from that date (**Clover Care Term**). Clover Care protection extends to replacement devices for the remainder of the original unit's Clover Care Term.
  - (1) During the Clover Care Term, Clover Care protection is limited to 3 replacements per device that is listed in Section 4 of this Addendum.

- (2) You expressly acknowledge that Clover Care protection extends only to the functionality of devices, and not to cosmetic appearance or other non-functional matters.
  - (3) If the model of unit to be replaced is no longer in inventory, we reserve the right to replace that unit with a model of the same or better functionality. Under no circumstances do we pay or credit you with cash in lieu of a replaced unit.
- 3.4 You must contact our support center for assistance with a failed unit. If we confirm that the unit is eligible for replacement, we will ship you a replacement unit at no additional cost. We reserve the right to replace each failed unit of your Included Equipment with refurbished equipment. You may elect to purchase a new unit at our then-current rates if you do not want a refurbished unit, but we will not apply any credit to the purchase price of a new unit.
- 3.5 You must return each failed unit and its related accessories to us within 45 days after receiving the replacement unit. The package containing the replacement unit will include a prepaid shipping label for returning the failed unit. You must ship the failed unit (including any related unit accessories) in the same container we used to ship you the replacement unit. If you fail to return a failed unit (or any related accessories) to us within 45 days, we will charge you our then-current rate for that unit or accessory.

**4 Fees**

You will pay us the fees set forth below and all other amounts owed under this Addendum.

Initial Quantity	Included Equipment	Fee	Driver
_____	Clover Flex	\$_____	per unit
_____	Clover Flex LTE	\$_____	per unit
_____	Clover Flex LTE 2nd Gen	\$_____	per unit
_____	Clover Mini 3G	\$_____	per unit
_____	Clover Mini Wifi	\$_____	per unit
_____	Clover Mini LTE	\$_____	per unit
_____	Clover Station 2018, receipt printer, and cash drawer	\$_____	per unit
_____	Clover Station Pro, tablet, Mini, and printer	\$_____	per unit
<b>Clover Care 3 Year Program (CV3) Total</b>		<b>\$_____</b>	

**5 Exclusions**

- 5.1 Clover Care **does not**:
- (1) Replace or otherwise protect Included Equipment in cases of loss, theft, intentional damage, or damage to units incurred incidentally to fire or flood damage to your business premises. Clover Care is void if you breach this Addendum or your Merchant Processing Agreement. **Clover care is not insurance nor a substitute for insurance;** or
  - (2) Apply to defects or damage resulting from software, interfaces, or supplies we do not provide; loss or damage in transit between your locations; your or your vendors' or users' improper site preparation; or failure to follow written instructions on proper use of the Included Equipment.
  - (3) **Merchants with Included Equipment located in New York:** see Section 6 for material additional exclusions.
- 5.2 We may charge you our then-current rate for any returned unit that (1) this Addendum excludes from Clover Care, (2) has an expired Clover Care Term, (3) does not match the serial number of a unit for

which you purchased Clover Care, or (4) results in a no-problem found claim (an **NPF Claim**). An NPF Claim will result if a factory technician could not reproduce your reported defect in the returned unit or the returned unit performs to specifications within the factory's automated quality assurance testing program.

**6 New York Merchants**

For Included Equipment located in New York, Clover Care protection does not include damage arising from normal wear and tear (except as arising from product defect) or accidental damage from handling.

- 6.1 Section 3.2 is replaced by the following: "Subject to conditions an exclusions set forth in this addendum, Clover Care replaces, at no additional charge to you, Included Equipment that has failed due to manufacturer defects in materials or workmanship."
- 6.2 In addition to exclusions in Section 5.1(1), Clover Care does not replace or otherwise protect Included Equipment arising from causes other than manufacturer defects in material or workmanship, including without limitation; damage resulting from smashed or cracked units or screens; extraneous materials in the interior of the unit; contact with liquids; missing unit covers; fire damage; melted or burnt units; cosmetic damage; your or your vendors' or users' improper or inadequate maintenance; or other visible damage. Clover Care is void if you breach this Addendum or your Merchant Processing Agreement. ***Clover Care is not insurance nor a substitute for insurance.***
- 6.3 You acknowledge that the Fees charged by us are not reduced for Included Equipment located in New York, even though there are lesser protections provided in section 6.1 and broader exclusions in 6.2.

**7 Addendum Approval**

By signing below, you acknowledge that:

- you have read and understand this Addendum;
- you agree to comply with this Addendum;
- you understand that the terms of this Addendum (including the Fees) may be changed from time to time as described in your Merchant Processing Agreement; and
- you understand that if you sign this Addendum using an electronic signature process, the resulting signature has the same legal effect as if you had signed it by hand.

The individual signing below is signing on behalf of the business identified in Section 1, and must be the same individual that signed your Merchant Processing Agreement.

\_\_\_\_\_  
**Merchant** (insert Legal Entity Name above)

**Processor**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_