## Schedule K Clover Care Schedule

This Clover Care Service Schedule (**Schedule**) is attached to and subject to the terms of the Payment Solutions Agreement (**Agreement**) dated December 20, 2021 between SunTrust Merchant Services, LLC (**STMS**), Truist Bank (**Bank**), and South Carolina Treasurer (**STO**). The Services provided in this Schedule are provided by STMS and not Bank and Bank shall have no liability in connection with this Schedule. All capitalized terms in this Schedule shall have the same meaning as defined in the Agreement. In the event of a conflict between the Agreement and this Schedule, the terms of this Schedule will control except that the State Terms and Conditions incorporated into the Agreement shall control over the Schedule.

## **Clover Care**

- "**Included Equipment**" means new equipment listed in this Schedule. If you would like Clover Care protection for eligible devices that are not listed in this Schedule, ordevices that you purchase in the future, you must agree to a separate Schedule for those devices. Devices may be eligible for Clover Care for one year from the date of purchase.
- Subject to the conditions and exclusions set forth in this Schedule, 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 during the Clover Care Term, as defined below. Clover Care protection will supersede the manufacturer's limited warranty for Included Equipment.
- Clover Care protection begins when we ship you the Included Equipment and continues for three years from that date (the **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 three (3) replacements per device that is listed in Section 2 of this Schedule.
  - (2) We reserve the right to replace Included Equipment with refurbished units. 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.
- 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.
- 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.

**Covered Equipment and Fees** You agree to pay the fees for the Included Equipment as set forth in Schedule B:

## Included Equipment

Clover Station 2 w/Cash Drawer (No Printer)

Clover Station 2 w/Cash Drawer + No-Contactless Receipt Printer (P500)

Clover Station 2 w/Cash Drawer + Contactless Receipt Printer (P550)

Clover Flex (2<sup>nd</sup> Gen)

Clover Mini

**Clover Station Pro** 

## Exclusions

Clover Care does not:

- 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 Agreement. CLOVER CARE IS NOT INSURANCE NOR A SUBSTITUTE FOR INSURANCE; or
- 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.
- We may charge you our then-current rate for any returned unit that (1) the schedule 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.