

## THIRD PARTY CARD SERVICE TERMS

These terms set out the specific legal and commercial requirements that apply to your use of the "Third Party Card" service within the Perk platform (the **Third Party Card Service**).

By subscribing to or using the **Third Party Card Service**, you acknowledge that these terms (the **Third Party Card Terms**) supplement our **Standard Terms** to facilitate the secure monitoring and processing of card transactions for spend management purposes. To the extent of any conflict between the Standard Terms and these BYOC Terms, the provisions of these Third Party Card Terms shall prevail.

References to **you** or **your** shall infer a reference to Customer, and **we** or **our** shall be taken to mean Perk.

These Terms were last updated on 28 August 2026.

### 1 DEFINITIONS

**"Astrada"** means Astrada Technology Limited, the service provider that facilitates the integration of third-party card transactions into the Perk platform to support Customer's use of the Third Party Card Service.

**"Bulk Enrolment"** means the enrolment of payment cards on the Third Party Card Service by Customer on behalf of its Users.

**"Third Party Card Service"** means the "Third Party Card" service available within the Perk platform.

**"Card Networks"** means Visa, Mastercard, and American Express.

**"Cardholder Data"** means personal data related to an individual User processed through the Third Party Card Service including, but not limited to, name, email address, employee ID.

**"Single Enrolment"** means the self-enrolment of a payment card on the Third Party Card Service by an individual User via the Perk platform, under Customer's account.

**"Transaction Data"** means card and transaction details including, but not limited to, card number, expiration date, transaction date/time, merchant, and amount.

### 2 AUTHORISATION AND MONITORING

2.1 **General authorisation.** By using the Third Party Card Service, Customer authorises Perk and its appointed sub-processors (including Astrada) to access, monitor and process Cardholder Data and Transaction Data received from the Card Networks for the purposes of identifying relevant transactions and providing the spend management services available on the Perk platform. The consent required for each enrolled card depends on the enrolment method used, as set out in clauses 2.2 (Bulk Enrolment) and 2.3 (Single Enrolment) below.

2.2 **Bulk Enrolment.** Where Customer enrolls payment cards on behalf of its Users, Customer confirms that it has informed those Users and obtained all consents required under applicable law to allow the Card Networks to access and share Cardholder Data and Transaction Data with Perk and its sub-processors. Customer is responsible for managing the withdrawal of such consents and must, upon withdrawal, promptly disconnect the relevant card(s) within the Perk platform or otherwise place such card(s) beyond the use of the relevant User to stop further processing of Transaction Data.

- 2.3 **Single Enrolment.** Where a User self-enrols a payment card under Customer's account, the User must accept Perk's end user terms in-platform before enrolment can be completed, and by doing so authorises the Card Networks to share Cardholder Data and Transaction Data with Perk and its sub-processors. The User can withdraw that authorisation at any time by disconnecting the card in the Perk platform. Customer remains responsible for: (i) ensuring that only individuals it has authorised may self-enrol cards under Customer's account; and (ii) when a User leaves Customer's organisation or Customer otherwise revokes their authorisation, disconnecting the User's card(s) and removing their access to the Third Party Card Service.

### **3 ELIGIBILITY LIMITATIONS**

- 3.1 The Card Networks may be unable to monitor every transaction made with an enrolled card. Examples of unmonitored transactions include payments of existing balances, balance transfers, or transactions that are not processed or submitted through the Card Networks.
- 3.2 Not all cards from the Card Networks are eligible for registration. Eligibility is determined by the Card Networks from time to time.

### **4 LIABILITY**

- 4.1 To the maximum extent permitted by applicable law, the Third Party Card Service is provided on an "AS-IS" and "AS AVAILABLE" basis, and Perk, its appointed sub-processors and the Card Networks do not warrant that the Third Party Card Service shall meet all Customer requirements, or remain uninterrupted and error-free.
- 4.2 For the avoidance of doubt, the liability provisions set out in the Standard Terms (including, but not limited to, the exclusion of indirect damages and the General Cap) apply to all claims arising from the Third Party Card Service.

### **5 INDEMNIFICATION**

Customer shall defend, indemnify, and hold Perk (including their respective officers and employees) harmless from and against third-party claims (including claims from Users), losses, or reasonable legal expenses arising out of or relating to a breach of the Third Party Card Terms, applicable law, regulations, or third-party rights (including data protection) by the Customer in connection with the Third Party Card Service; or misuse or unlawful activity by the Customer or its Users in relation to the Third Party Card Service.

### **6 SUSPENSION OF THIRD PARTY CARD SERVICE**

Perk may be required to suspend the Third Party Card Service if it is compelled to do so by Astrada or the Card Networks. To the extent possible, Perk undertakes to provide Customer with advanced notice of such suspension.

### **7 AMENDMENTS TO THE THIRD PARTY CARD TERMS**

Perk may update the Third Party Card Terms from time to time to reflect changes in the requirements of the Card Networks or Astrada. Perk will notify Customer in advance of any material updates to these Third Party Card Terms.