ACCESS GROUP PAYMENTS

TERMS AND CONDITIONS

BACKGROUND

1. We are a provider of Access Group Payments and You wish to be provided with certain Access Group Payments.
2. The parties have agreed that this Agreement, the relevant Payment Product Specific Terms, and the relevant Statement of Work(s) will collectively make up the Framework Agreement (as more particularly defined below) and will apply to the supply of Access Group Payments by Us to You.

PARTIES

This Agreement is between:

1. **You**, being the Company details that you enter in our in-product onboarding or in your statement of work.
2. **Access PaySuite Limited** (Company No. 04595169), incorporated under the laws of England and Wales with registered office address:

Armstrong Building Oakwood Drive, Loughborough University Science & Enterprise Park, Loughborough, England, LE11 3QF and authorised and regulated by the Financial Conduct Authority, Firm Reference Number 730815 (and **We**, **Us** and **Our**). From time to time, We might require certain services or actions from our Payment Providers, but in some cases, references to "Us" may still be interpreted as references to Access PaySuite Limited.

THIS FRAMEWORK AGREEMENT COMPRISES OF

1. The Statement of Work(s);
2. Any Application Documents We provide to You in relation to Access Group Payments; and
3. These Terms and Conditions, being:

   Background, Parties, Definitions and Interpretations

   Core Terms these govern the relationship between Us and You across any Access Payment Product.

   Data Processor Terms these govern the processing of personal data by Us in relation to any Access Payment Product.

   Payment Product Specific Terms at the following schedules, which apply only to the extent that We are to provide You with that Access Payment Product:

   Access PaySuite Group Payments Terms

   Access PaySuite Direct Debit Terms

DEFINITIONS AND INTERPRETATION

In this Agreement (including the Statements of Work) the following expressions shall have the following meanings:

Acceptable Use Policy	means the following policy which is available here: https://www.theaccessgroup.com/media/22917/acceptable-use-hostingsaas-v3.pdf ;
Access Group Payments	means the payment solution embedded within Access software or within the invoices associated with the Access software product. It provides capability to accept electronic payments on Your behalf from within the host Access Software and thereafter, automatic remittance of the Proceeds to You. ;
Access Payment Product	means a service relating to Your taking of payments, which may be provided by one of Us to You, as more specifically set out in the Payment Product Specific Terms and any related Statement of Work, including: (i) Group Payments and Direct Debit.
Agreement	means this Agreement, as described in clause 1;
Alternative Payment Scheme	means a payment scheme which We have agreed You may process via the Services and in respect of which Alternative Payment Scheme Transactions are acquired and settled to You;
Alternative Payment Scheme Transaction	means a transaction (including payments, authorisations and other forms of transaction which We have approved in writing) regarding the payment for goods and/or services provided by You, which: (a) You are authorised by the account holder to debit from their account; or (b) is facilitated by the use of an Alternative Payment Scheme, an account number or an account;
API Supplementary Terms	means the supplementary terms governing API access and usage available at https://pages.theaccessgroup.com/Access-API-Terms.html, as updated from time to time, which apply where We provide You with access to Our APIs as part of an Access Payment Product or Services;
Application Documents	means an application documents for Access Group Payments in the form We provide to You which may set out Our charges and fees and other information relevant to the product and service, and any additional services You opt-in to, and which may capture certain information relating to You and Your business;
Applicable Law	means all law or regulations (including the requirements of any regulator) applicable to You or Us or to, any payment or refund that is the subject of the Services, for the time being in force in any jurisdiction;
Authorised User	means any person that You have authorised to use Access Group Payments;
BACS	means Bacs Payment Schemes Limited (company number 4961302), the company which owns and operates the automated clearing house that processes Direct Debits on behalf of banks and building societies situated in the United Kingdom and generally manages BACS;
BACS Rules	means the Service User's Guide and Rules to the Direct Debit Scheme provided by BACS;

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Business Days	means Monday to Friday excluding bank holidays and public holidays in England;
Client	means any person or business to whom You sell goods or services and who elects to pay their account by direct debit, cheque, credit card or other method allowable by Us;
Confidential Information	means any information, however conveyed or presented that relates to the business, affairs, operations, Yous, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party, together with all information derived by the receiving party from any such information and any other information cldisbuearly designated by the party as being confidential to it (whether or not it is marked "confidential information"), or which ought reasonably be considered to be confidential;
Control	in respect of a party, means the exercise, or ability to exercise or entitlement to acquire, direct or indirect control over such party by means of ownership, contract or otherwise;
Documentation	means documents or on-line help (provided in any media) relating to the Access Payment Product which may be updated from time to time. This definition includes the documents within the Schedules to this Agreement;
Effective Date	has the meaning set out clause 2.2;
Event of Insolvency	means the situation in which a party becomes insolvent, has an insolvency practitioner appointed over the whole or any part of its assets, enters into any compound with creditors, or has an order made or resolution for it to be wound up (otherwise than in the furtherance of a scheme for solvent amalgamation or reconstruction), or an analogous event occurs in respect of a party in any jurisdiction to which that party is subject;
FCA	means the Financial Conduct Authority;
Fees	means the fees for Services or any of them and any other fees, charges costs and expenses paid or payable under this Agreement by You;
Force Majeure Event	means an event beyond the reasonable control of the affected party, including war, civil disturbance and acts of God but excluding strikes or other industrial action by employees of the party or its suppliers or sub- contractors;
Further Term	means a further term of 12 months commencing at the conclusion of the Initial Term or any Further Term;
Initial Term	means 12 months from the Start Date or such other period as is set out in a Statement of Work;
Intellectual Property Rights	means all intellectual and industrial property rights, including patents, trademarks, logos, brand, company names, rights in databases, rights in designs, inventions, discoveries, know-how and copyrights (including rights in computer software) (whether or not any of these is registered and including applications for registration of any such thing) and all rights or forms of protection of a similar nature or having equivalent or similar effectto any of these which may subsist anywhere in the world;
Licence Term	means the Initial Term plus any applicable Further Term
Losses	means any and all liabilities, losses, damages, costs, charges, claims, demands, proceedings, actions, settlements, expenses (including legal expenses calculated on a full indemnity basis) and fines and/or penalties (including those levied by a Payment Scheme or regulatory body);
Notice	means in accordance with clauses 22.13 and 22.14;
Operating Instructions	means any instructions, guidance, or manuals made available to You by Us that includes information and requirements for the Access Payment Services (as modified by Us from time to time);
Payment Scheme	means the underlying infrastructure, systems and organisations that facilitate the processing, clearing and settlement of Transactions, including card networks such as Visa, MasterCard (including Maestro), American Express, Diners Club International, Discover, JCB, China UnionPay and any other card networks We approve, direct debit systems including BACS and any other direct debit schemes, Open Banking infrastructure and participating banks, and alternative payment networks including Buy Now Pay Later providers, digital wallet operators and any other payment infrastructure providers We approve from time to time.
Payment Scheme Rules	means all bylaws, rules, regulations, operating requirements, technical standards, procedures, guidelines and waivers issued by or applicable to a Payment Scheme, including any amendment, addition or replacement over time, including scheme rules for card networks, BACS Rules for direct debits, Open Banking standards and regulatory requirements including those set by the Open Banking Implementation Entity and applicable PSD2 requirements, terms, conditions and operating requirements of Buy Now Pay Later providers, technical and operational requirements of digital wallet providers, and any other rules, standards or requirements governing the use of any Payment Scheme.
Payment Providers	including but not limited to Acquirers, Open Banking providers, Buy Now Pay Later providers, and Digital Wallet operators.
Restricted Person	means any person that is listed on (or owned or controlled by a person listed on) any Sanctions List or is otherwise a target of any Sanctions; and or any persons, countries and/or organisations prescribed by OFAC regulations and United Nations Sanctions, European Union Sanctions Lists and other applicable country financial sanctions from time to time;

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Sanctions	means any economic sanctions laws, regulations, embargoes or restrictive measures imposed by the authorities at any time in the United States, the United Nations, the European Union and/or the United Kingdom, including without limitation, the Office of Foreign Assets Control of the US Department of Treasury, the United States Department of State, and Her Majesty's Treasuries;
Sanctions List	means the "Specifically Designated Nationals and Blocked Persons" list issued by the Office of Foreign Assets Control of the US Treasury, the "Consolidated List of Financial Sanction Targets" issued by Her Majesty's Treasury or other list issued or maintained by the authorities in the United States, the United Nations, the European Union and/or the United Kingdom;
Services	means, as applicable, the services to be provided by Us in relation to a relevant Access Payment Product and as set out in Statements of Work;
Statement(s) of Work	means each statement of work specifying the Access Payment Product(s) to be supplied under this Agreement which incorporate these Terms and Conditions. For the avoidance of doubt, an order form signed by You will be a Statement of Work for the purposes of this Agreement;
Terms and Conditions	means these terms and conditions;
Third Party Software	means software that is owned by a party other than either You or Us which may be supplied under this Agreement;
Third Party Terms	means the terms and conditions, end user licence agreements (EULAs) and privacy statements applicable to Third Party Software as provided to you from time to time only insofar as is permitted in the relevant Third Party Terms, which are available https://www.accesspaysuite.com/eulas/ or otherwise available upon request ;
Transaction Data	means transaction and/or personal data relating to any payment facilitated by the Services;
Warranty Period	means 12 months from the Start Date

In addition:

1. Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended from time to time and shall include all subordinate legislation.
2. Headings are for convenience only and shall not affect the interpretation of this Agreement.
3. Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting any one gender include all genders and words denoting persons include companies and corporations and vice versa.
4. In the event of any conflict or inconsistency between the terms of this Agreement, the provision that grants Us the greatest ability to manage or mitigate risk shall prevail.

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CORE TERMS

1. STRUCTURE AND TERM OF THIS AGREEMENT

1.1. This Agreement sets out the basis on which We will provide You with certain services related to Your taking of payments.

1.2. This Agreement comprises of the various documents as detailed prior to this Schedule 1. Each Statement of Work forms part of thisAgreement, and this Agreement shall subsist for as long as at least one Statement of Work subsists.

1.3. Termination of a particular Statement of Work, or Service, does not terminate this Agreement or any other Statement of Work or Service (although if grounds to terminate apply to multiple Statements of Work and/or Services, then each affected Statement of Work and/or Service may be terminated simultaneously).

1.4. The Services for each Access Payment Product will be provided by the relevant one of Us identified in the Statement of Work and the relevant Schedule for the Service. Only the relevant service provider will be responsible for, and liable to You, in relation to, each relevant Service.

1.5. We may also provide You with certain products and services which do not relate to the Access Group Payments and Your taking of payments, for example Our accountancy, HR and payroll software. Our relationship with You in relation to such non-payment products is governed by Our separate standard terms and conditions for those products, and not by this Agreement. Similarly, Your use of the Access Group Payments is governed exclusively by this Agreement and not by any other terms and conditions in place between Youand Us in relation to other products We may (from time to time) provide to You.

1.6. If there is any conflict or inconsistency between any of the documents comprising the Agreement, then the following order of priority will apply (only to the extent of such contradiction):

1.6.1. the relevant Payment Product Specific Terms;

1.6.2. the Data Processor Terms;

1.6.3. these Core Terms;

1.6.4. the relevant Statement of Work;

1.6.5. any other documents incorporated by reference,

(unless specifically stated in writing in a Statement of Work, with reference to this clause, that an alternative hierarchy shall apply in relation to such documents.)

1.7. This Agreement is for the Initial Term and will continue for consecutive Further Terms or as set out in a Statement of Work unless terminated earlier in accordance with clause 15

1.8. Each Statement of Work is effective for the term (including any Initial Term and any Further Term) set out in that Statement of Work, subject to the relevant Payment Product Specific Terms applicable to the relevant Access Payment Product.

1.9. Without prejudice to any other right We have to make changes to this Agreement, We may amend the Agreement from time to time. Any Further Terms shall be governed by Our latest terms and conditions, which will be available at www.accesspaysuite.com/tandcs (or such other link or format as updated from time to time)

2. STATEMENT OF WORK

2.1. For the supply of any Access Group Payments , the parties shall agree a new Statement of Work. Unless an express statement to the contrary is included in a new Statement of Work, all Statements of Work will be governed by the Terms and Conditions attaching to the Statement of Work which has most recently been entered into between the parties.

2.2. Each Statement of Work will be effective when you “Click to Accept” and the Effective Date shall be deemed to be the date on which You clicked to Accept or the data on which you sign a statement of work for Access Group Payments.

3. ONBOARDING PROCESS - CONDITIONS FOR SERVICE PROVISION

3.1. We will only provide You with the relevant Services when, in relation to each such Service, We are satisfied with:

3.1.1. the information We require from You to comply with Our ‘know your customer’ (KYC) and customer identity requirements;

3.1.2. (where We request it) the information contained within Your constitutional or other governing documents;

3.1.3. any credit assessment We carry out on Your business;

3.1.4. any financial security which We notify You that We require, pursuant to clause 11; and

3.1.5. Your business meeting the merchant acceptance criteria which We apply to Your business.

4. MAIN OBLIGATIONS

4.1. You must comply with:

4.1.1. all Applicable Law, including those requirements that apply to the sale of goods and/or services by You;

4.1.2. the Payment Scheme Rules (as applicable to any Access Payment Product and/or the Services We are providing to You);

4.1.3. any Operating Instructions which We provide to You;

4.1.4. all Applicable Law in respect of all Sanctions and further, You must not submit any payment via any of the Services which relates in any way to a Restricted Person;

4.1.5. Your constitutional or other governing documents (e.g. rules, partnership agreement, or trust deed); and

4.1.6. all certificates, licences, registrations and authorisations required for the operation of Your business, and, to the extent applicable, You must not do anything which would put Us in breach of any of the above laws, rules and regulations.

4.2. Unless otherwise agreed in writing with Us, You are responsible (at Your own cost) for the provision of all equipment, software, systems and telecommunications facilities which are necessary to enable You to receive the Access Payment Product or Services. You are also responsible for any systems integration costs to enable You to receive the Access Payment Product or Services.

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4.3. You must only submit, to Us, or via Access Group Payments , payment data and/or payment instructions directly from Your own personnel and systems.

4.4. You must give Us:

4.4.1. any information or documents You have (or under Your control) which We need to comply with any court order or any other mandatory or statutory request served on Us under any Applicable Law and/or the Payment Scheme Rules which apply and relate to any part of this Agreement or the Services; and/or

4.4.2. any financial and other information about You and Your business that We request so We can assess Our risk. This information may include Your financial accounts (including payment history, any relevant management or audited accounts), You due diligence information and any other information We believe may help Us to assess any risks to Us or to otherwise comply with Our legal and regulatory obligations or with the Payment Scheme Rules.

5. OUR OBLIGATIONS

We will comply with:

5.1. all Applicable Laws, including those requirements that apply to the sale of goods and/or services by Us;

5.2. the Payment Scheme Rules (as applicable to any Access Payment Product and/or the Services We are providing to You);

5.3. all Applicable Law in respect of all Sanctions

5.4. all certificates, licences, registrations and authorisations required for the operation of our business, and, to the extent applicable, we will not do anything which would put Us in breach of any of the above laws, rules and regulations.

5.5. We will perform all Services in accordance with good industry practice and will use appropriately skilled and qualified personnel.

6. USE OF ACCESS GROUP PAYMENTS

6.1. You acknowledge that Access Group Payments is provided on an "as is" basis and has not been prepared to meet Your individual requirements.

6.2. The right to use (whether by licence or otherwise) Access Group Payments is granted to You, as identified by Your Companies House registration number, or other unique identifier, where applicable, and the right to use will transfer with You should Your ownership change, provided that the Company registration number does not change.

6.3. You shall ensure the security and confidentiality of all log-on identifiers, including usernames, passwords or any other credentials, assigned to, or created by, You or any Authorised User in order to access or use any Access Payment Product (an **ID**). You acknowledge and agree that You will be solely responsible for all activities that occur under such ID. You shall promptly notify Us upon becoming aware of any unauthorised access to or use of any Access Payment Product and provide all reasonable assistance to Us to bring an end to such unauthorised access or use. Your ID is for Your internal use only and You may not sell, transfer or sublicense any ID to any other entity or person, except that You may disclose an ID to Authorised Users in accordance with this Agreement.

6.4. You shall ensure that each Authorised User shall, as a condition of being granted access to Access Group Payments , be required by Your System Administrator to acknowledge the obligations on You under this Agreement respecting authorised use (and restrictions on use) and agree to comply with the same. You shall immediately notify Us if You become aware of any breach of the terms of this Agreement by any Authorised User.

6.5. You will ensure that all Authorised Users comply with Your obligations under this Agreement (including, where relevant to your Access Payment Product, Our Acceptable Use Policy). If You become aware of any violation of Your obligations under this Agreement by an Authorised User, You will immediately terminate such Authorised User's access to the Services.

6.6. You will also ensure that, to the extent relevant to Your Access Payment Product, You and any Authorised Users comply with Our Acceptable Use Policy, and You will notify Us if You become aware of any breach of Our Acceptable Use Policy.

6.7. Except to the extent such actions cannot be prevented, You, or any Authorised User, shall not (nor permit any third party to) disassemble, decompile, modify, adapt, reverse engineer, merge or make error corrections to any Access Payment Product, in whole or in part, or in any way expose the source code, instruction sequences, internal logic, protocols, or algorithms of any Access Payment Product. Nothing in this clause shall prevent You from configuring interfaces and other elements in Access Group Payments which are intended by the parties to be configured by You.

6.8. You acknowledge that You have no right to have any Access Payment Product in source code form or in unlocked coding of any kind.You agree that You must not attempt to (nor permit any third party, or agree to use any systems, process or software) intended to in any way remove or circumvent any security devices present within Access Group Payments .

6.9. You have no right to perform penetration testing on any Access Payment Product without Our prior written consent which will be subject to a specific penetration test access agreement.

6.10. Where Third Party Software is provided under this Agreement, We shall provide such software to You under the Third Party Terms Upon notification from Us, which We may do from time to time, You undertake to comply with the terms of any Third Party Terms in relation to Third Party Software.

6.11. Where We provide You with API access as part of an Access Payment Product or Services, the API Supplementary Terms shall apply in addition to this Agreement. You acknowledge that use of any APIs constitutes acceptance of the API Supplementary Terms.

7. FEES AND PAYMENT

7.1. You agree to pay the Fees in accordance with the terms specified in each Statement of Work and without deduction or set off. The Fees are non-refundable.

7.2. You agree to complete a Direct Debit mandate (or mandates, as required) to pay the Fees, and any other amount owing to Us under this Agreement. You recognise and agree that by completing a Direct Debit mandate, We are authorised to debit the Fees from the relevant payment account(s).

7.3. All Fees and other charges are exclusive of VAT which will be added (if applicable) at the appropriate rate.

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7.4. We have the right to increase all Fees annually.

7.5. We have the right to increase the Fees immediately on the event the increase is required due to the requirements of another third party directly related to Our offering to You outside of Our control. Any such increase will come into effect one calendar month following the notice (or a greater period where specified in the notice). For the avoidance of doubt, Fees as set out in each Statement of Work will not be reduced for the Licence Term.

8. We reserve the right to suspend the supply of and/or access to the Access Group Payments to You where any undisputed amounts owed by You to Us are overdue and remain overdue 30 days after Us having provided You written notification (which may be by email) of such default, until all such amounts have been paid in full (together with any accrued interest). Interest shall be payable on overdueamounts at a rate of 4% per annum above the base rate of HSBC Bank Plc from time totime.

9. We shall provide You with upgrades relating to the Access Group Payments for which you are validly licensed for free of charge and within a reasonable period of time following such upgrades becoming available. Services relating to the installation of such upgrades are normally subject to charge. Subject to payment of the relevant support fee, We shall provide technical support in respect of the version of the Software used by You from time to time in accordance with the terms set out of this Agreement.

10. SET-OFF

10.1. We may, either before or after making any demand for payment, set-off any Fees and/ or liabilities You owe to Us. We may exercise this right with or without giving You advance notice.

10.2. Our rights of set-off shall be in addition to any other rights or remedies (howsoever described) under this Agreement or under Applicable Law.

10.3. You are liable for any of Our costs associated with collection in addition to any amounts owed, including legal fees and expenses, collection agency fees and any applicable interest.

10.4. You are not entitled to set off any of Our liabilities to You under or in relation to this Agreement, or any other agreement, against any liability owed by You to any of Us under or in relation to this Agreement, or any other agreement.

11. SECURITY AND GUARANTEES

11.1. We may, from time to time, require You to provide additional or new financial security (in a form We decide) if We determine that such security is appropriate in relation to the performance of Your actual or potential payment obligations under this Agreement.

11.2. Without limiting clause 10.1.1, We may require You to provide (or procure that any third party We specify (including another company within Your group) provides Us with a guarantee, indemnity, cash reserve or other security, in such form and over such assets as We require, to secure, Your liabilities to Us under, or in relation to, this Agreement, in each case to Our satisfaction.

11.3. We may charge You Our reasonable administration and external costs (including legal fees) in connection with Us exercising Our rights under this clause 11.

12. INDEMNITY

12.1. Without prejudice to any other rights and remedies available to Us under this Agreement, You shall indemnify (and keep indemnified)on demand, defend and hold Us harmless from and against any Losses We suffer or incur as a result of, or in connection with:

12.1.1. any claim brought against Us by a third party where such claim is caused by You or arises as a result of or in connection with any of the other indemnified items mentioned in this clause 12;

12.1.2. Your breach of this Agreement, Applicable Law or any applicable Payment Scheme Rules;

12.1.3. any use of Our (or any of Our licensors') Intellectual Property Rights or proprietary information otherwise than in accordance with the terms and conditions of the Agreement;

12.1.4. any fraud on Your part or of any person acting on Your behalf;

12.1.5. any third party investigation, inspection and/or audit which is imposed on, or required of, Us due to Your breach of the Agreement, Applicable Law or any applicable Payment Scheme Rules; and/or

12.1.6. any security breach, compromise or theft of any Transaction Data held by You or on Your behalf (other than by Us).

13. WARRANTIES

13.1. As at the Effective Date, daily throughout the term of this Agreement, You warrant that:

13.1.1. You comply with (and You have not and will not do anything that will cause Us not to comply with):

a) Applicable Law;

b) any applicable Payment Scheme Rules;

13.1.2. You are correctly organised, validly existing and in good standing under the laws of the jurisdiction in which Your business is registered and are authorised to enter into and carry out Your responsibilities under this Agreement;

13.1.3. You are correctly qualified and licensed to do business in all states and countries in which You operate and You have the power to carry on Your activities;

13.1.4. this Agreement does not breach Your constitutional or other governing documents (e.g. rules, partnership agreement, or trust deed) and, all necessary action has been taken to authorise this Agreement and any Statement of Work;

13.1.5. the person(s) signing this Agreement, or any Statement of Work, on Your behalf is/are duly authorised to enter into this Agreement, or Statement of Work, on Your behalf;

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13.1.6. all information You provide or have provided to Us in connection with this Agreement, including in the Application Documents, is true, accurate, and complete;

13.1.7. there is no legal action or regulatory investigation pending or (to the best of Your knowledge) threatened against You that might have an effect on You or affect Your ability to carry out Your responsibilities under this Agreement; and

13.1.8. carrying out the terms of this Agreement will not cause You to breach any other enforceable agreement(s) to which You are party.

13.1.9. You conduct Your business in line with good business practice and in a fair and ethical manner.

13.2. We warrant that during the Warranty Period the Access Payment Product(s), when used in accordance with the Documentation, will operate in all material respects in accordance with the Documentation and the functionality will not be materially decreased during the Term. We will obtain and at all times during the Licence Term maintain all necessary licences and consents and comply with all applicable laws and regulations relating to the Access Payment Product(s). This warranty is further dependent on all Fees being paid up to date and You using current virus scanning software from time to time. This warranty does not cover minor errors that do not materially affect the functionality of the Access Payment Product(s) and, for the avoidance of doubt, We do not warrant that the operation of the Access Payment Product(s) will be uninterrupted or error free

14. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

14.1. You acknowledge that all Intellectual Property Rights (including any new Intellectual Property Rights) arising out of or in connection with the Access Group Payments , associated Documentation or any materials created by or on behalf of Us for You, belong at all times to Us or Our licensors.

14.2. Nothing in this Agreement shall transfer any Intellectual Property Rights in or arising from Access Group Payments or Documentation to You. These shall remain vested in Us or Our licensors. No rights to use any such Intellectual Property Rights are granted, except asexpressly stated in this Agreement or the relevant Statement of Work. If, notwithstanding this, any Intellectual Property Rights in or arising from the Access Group Payments and/or Documentation are acquired by You (including any new Intellectual Property Rights), You hereby assign (and to the extent that any such Intellectual Property Rights are not capable of such assignment, agree to hold on trust) and agree to do all such things and sign all such documents as We may reasonably require in respect of the assignment of all such Intellectual Property Rights to Us or Our licensors as may be appropriate.

14.3. Subject to clauses 14.6 and 14.7 of this Schedule 1, We will indemnify You against all direct costs, claims, demands, expenses (including reasonable legal costs) and liabilities of whatever nature incurred by or awarded against You arising out of or in connection with any claim that Your use of the Access Product(s), any Documentation, information, data, computer facilities or material that We supply, infringes a third party's Intellectual Property Rights ("Infringement Claim").

14.4. We warrant that We are not aware that the Access Product(s), any Documentation, information, data, computer facilities or material that We supply, or Your use of the same in accordance with the terms of this Agreement will infringe any third party's Intellectual Property Rights but We have not carried out any investigation into the same. Subject to clauses 14.6 and 14.7 of Schedule 1, We shall indemnify You against all direct costs, claims, demands, expenses (including reasonable legal costs) and liabilities of whatever nature incurred by or awarded against You arising out of or in connection with any breach of the warranty contained in this clause.

14.5. If an Infringement Claim is alleged or threatened against either You or Us, or if We believe that the Access Product or the Documentation or any part thereof may infringe any third party's copyright or UK registered patent (effective at the date of this Agreement), We may, at Our sole option: (i) procure such licence, authorisation or consent as is necessary to enable Your continued use of the Access Product and/or the Documentation; (ii) modify or replace the same as necessary to avoid infringement without any material adverse effect to the functionality of the Access Product; or (iii) terminate this Agreement and/or the affected Statement(s) of Work and refund an amount equal to the unused portion of any Fees pre-paid in respect of the Licence to use the Access Product and/or Documentation, as the case may be.

14.6. Without prejudice to clause 14.7 of this Schedule 1, We shall only be liable under the terms of this Agreement for an Infringement Claim or alleged Infringement Claim if: (i) You promptly notify Us of any infringement or alleged infringement of which You are aware, or ought reasonably to have been aware of; (ii) You make no admission as to liability or agree any settlement of such claim without Our prior written consent; (iii) You allow Us (or a relevant third party supplier), at Our expense, to conduct and/or settle all negotiations and litigation arising from any claim or action relating to the alleged infringement; and (iv) You, at Our expense, give Us (or a relevant third party supplier) such reasonable assistance as may be requested in such settlement or negotiation.

14.7. We shall have no liability for any Infringement Claim or alleged Infringement Claim to the extent such claim arises from: (i) possession, use, development, modification, or operation of the Access Product or part thereof by You other than in accordance with the terms of this Agreement, the relevant Statement of Work or the Documentation; (ii) failure by You to take any reasonable corrective action directed by Us (including using an alternative, non-infringing version of the Access Products); (iii) is based upon any item provided by You and incorporated into the Access Product(s) or used in combination with the Access Product(s) at Your request; or (iv) Our use of Your IP pursuant to clause 14.8 of Schedule 1.

14.8. All Intellectual Property Rights in the Customer Data that belong to You or Your licensors ("Your IP") shall remain with You, You hereby provide to Us a non-revocable, non-transferable (save to any of Our Sub Processors or subcontractors), non-exclusive licence for the Licence Term to copy, modify and otherwise use Your IP insofar as is strictly necessary for Us to provide You with the Access Product and Services, and including in accordance with Schedule 2.

15. TERMINATION AND SUSPENSION

15.1. If a party is in material breach of its obligations under any Statement of Work which is incapable of remedy or if capable of remedy, failsto remedy the same within 30 days (unless otherwise agreed between the parties acting reasonably) of written notice to do so by the other party, the other party may, without prejudice to its other rights and remedies and at its option terminate the affected Statement of Work as a whole, or any affected element of the Services provided under it by immediate written notice to the other party.

15.2. Either party may terminate this Agreement with immediate effect on Notice if the other party is subject to an Event of Insolvency.

15.3. Either party may terminate a Statement of Work (and, if applicable, this Agreement) at the end of applicable term (or Initial Term or Further Term as applicable) by giving not less than 90 days' prior Notice to the other. If You are terminating the Agreement, Your notice must also be

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copied to any email address specified for this purpose, or for notices generally, in the relevant Statement of Work.

15.4. Either party may terminate a Service if permitted by the specific terms for the relevant Access Payment Product as set out in the relevant Schedule or by the relevant Statement of Work.

15.5. We may terminate or suspend this Agreement, or a Statement of Work, or a particular Service provided under a Statement of Work, by written notice to You if:

15.5.1. We also have a right to terminate under any of clauses 15.1-15.3 above;

15.5.2. You fail to pay any Fees or amounts owing to Us when due;

15.5.3. We become entitled to terminate for a material breach, any other agreement We have with You;

15.5.4. any warranty listed in clause 13 is untrue or inaccurate in any respect;

15.5.5. there is a withdrawal or termination of any licence, permission or authorisation required to operate Your business;

15.5.6. in our opinion, there is an occurrence of any circumstance, event or series of circumstances or events that materially adversely affects Your ability to meet Your current or future liabilities (or potential liabilities) or obligations under this Agreement or any Statement of Work;

15.5.7. You fail to comply, or We reasonably suspect You will fail to comply with, Applicable Law or any applicable Payment Scheme Rules;

15.5.8. We become aware of, or reasonably suspect, fraud or fraudulent activity;

15.5.9. any Payment Scheme or any regulator, requests that this Agreement or any Statement of Work or Service is terminated; or

15.5.10. You undergo a change of Control or a sale or other disposal of any substantial division or part of Your business.

15.5.11. a third party ceases to provide a third party product or service, procured by You through Us.

15.6. We may terminate or suspend this Agreement, or a Statement of Work, or a particular Service provided under a Statement of Work, without incurring an resulting obligation or liability, if:

15.6.1. there is a threat or attack on the Access Payment Product or Services;

15.6.2. You or any Authorised User's use of the Access Payment Product or Services disrupts or poses a security risk to Us, the Access Payment Product or to any other customer or vendor of the Access Group;

15.6.3. You, or any of Your Authorised Users, is using the Access Payment Product or Services for fraudulent or illegal activities;

15.6.4. any vendor of Access PaySuite has suspended or terminated Access PaySuite's access to or use of any third party services or products required to enable Us to provide, or Customer to access, the Access Payment Product(s) or the Services;

15.7. The termination of this Agreement or any Statement of Work in whole or in part for whatever reason shall not affect any provision of this Agreement which is expressed, or by its nature, implied to continue, survive or come into force in the event of such termination.

15.8. Upon termination of this Agreement or any Statement of Work in whole or in part for any reason:

15.8.1. You shall (without prejudice to any other rights and remedies, and subject always to the terms of each Schedule for the particular Services) promptly pay to Us all sums which are due or outstanding from You to Us in respect of part of the Agreement or Statement of Work that has been terminated; and

15.8.2. Your licence to use the relevant Access Payment Product(s), and any applicable Intellectual Property Rights, shall expire, and You shall cease all access and use of the relevant Access Payment Product(s) and shall, at Our request, return or destroy as soon as reasonably practicable any of Our Confidential Information subject to such termination.

16. CONFIDENTIAL INFORMATION

16.1. Each party may be given access to Confidential Information from the other party either in pre-contractual discussions or in order to perform its obligations or receive delivery under this Agreement. Confidential Information will not be deemed to include information that:

16.1.1. is or becomes publicly known other than through any act or omission of the receiving party;

16.1.2. was in the other party's lawful possession before the disclosure;

16.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

16.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence.

16.2. Subject to clause 16.3 each party will hold the Confidential Information in confidence and not make the Confidential Information available to any third party or use the other's Confidential Information for any purpose other than as contemplated by this Agreement.

16.3. Each party may disclose the other party's Confidential Information to its employees, agents and sub-contractors only as reasonably required to perform its obligations under this Agreement and shall procure that any employees, agents or sub-contractors to whom such information is disclosed enter into written confidentiality obligations in respect of such Confidential Information that are at least as stringent as those in this clause 16 party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by any PaymentScheme, or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

16.4. Neither party will be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

16.5. The provisions of this clause will continue notwithstanding the termination of any Statement of Work and/or this Agreement for any reason.

17. DATA PROTECTION

17.1. The provisions of Schedule 2 apply to the Services.

18. LIMITATION OF LIABILITY

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18.1. Each of Us is severally, and not jointly, liable for Our own obligations under this Agreement. In particular, only the relevant one of Us which is providing the Services to You under the relevant Statement of Work will be liable in relation to the relevant Access Payment Product to which any claim by You relates, and no other member of the Access UK Limited group of companies will be liable in relation to that Service or Statement of Work.

18.2. Except as set out in this Agreement, all warranties, conditions and other terms, whether express or implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

18.3. Subject to clause 18.7, the total aggregate liability of Us in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with this Agreement or any Statement of Work shall be limited to an amount equal to the Fees paid or payable to Us in the preceding 12 month period under the relevant Statement of Work.

18.4. Subject to clause 18.7, We shall not be liable for any misrepresentation (other than fraudulent misrepresentation), loss of profits, loss of business, goods or contract, depletion of goodwill or loss of use (in each case whether direct or indirect) nor for any indirect or consequential loss or damage suffered by You in connection with this Agreement.

18.5. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by Applicable Law, excluded from this Agreement.

18.6. We shall use commercially reasonable efforts to provide written notice of any Suspension and to provide updates regarding resumption of access to the Access Payment Product(s) following any Suspension. We shall use commercially reasonable efforts to resume providing access to the Access Payment Product(s) as soon as reasonably possible after the event giving rise to the suspension is cured. We will have no liability for any damage, liabilities, Losses (including any loss of data or profits), expenses, or any other consequences that You may incur as a result of a suspension. This does not limit any of Our other rights or remedies, whether at law, in equity, or under the Agreement (including, without limitation, Our rights to terminate the Agreement).

18.7. Your liability to Us under and in connection with the Access Group Payments is unlimited and uncapped in all respects. This shall not affect your liability to Us under and in connection with any other Agreement.

18.8. Nothing in this Agreement shall limit or exclude either party’s liability for death or personal injury resulting from negligence; fraud; or any other liability which may not be properly limited or excluded under Applicable Law nor (for the avoidance of doubt) Your obligation or liability to pay all and any of the Fees or other amounts under this Agreement.

19. FORCE MAJEURE

19.1. Neither Party will be liable to the other for any delay in performance or inability to perform any of its obligations under this Agreement to the extent to which this is caused (directly or indirectly) by a Force Majeure Event provided that the party which is the subject of a Force Majeure Event:

19.1.1. has taken all reasonable steps to prevent and avoid the Force Majeure Event;

19.1.2. carries out its duties to a level reasonably achievable in the circumstances of the Force Majeure Event;

19.1.3. takes all reasonable steps to overcome and mitigate the effects of the Force Majeure Event as soon as reasonably practicable, including actively managing any problems caused or contributed to by third parties and liaising with them;

19.1.4. on becoming aware of the Force Majeure Event promptly informs the other party in writing of the Force Majeure Event, giving details of the Force Majeure Event and which obligations of the party have been affected, together with a reasonable estimateof the period during which the Force Majeure Event will continue;

19.1.5. within seven (7) Business Days of becoming aware of the Force Majeure Event provides written confirmation and reasonable evidence of the Force Majeure Event; and

19.1.6. notifies the other party when the Force Majeure Event has stopped.

19.2. If the Force Majeure in question prevails for a continuous period in excess of one month, the parties shall enter into bona fide discussions with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable. Failing agreement between the parties within 30 days, either party shall be entitled to terminate this Agreement on giving 7 days’ written notice to the other party.

20. COMPLAINTS

20.1. We want to hear from You if You feel unhappy about the service You have received from Us. This gives Us the opportunity to put matters right for You and to improve service to all Our customers.

20.2. You can complain by emailing Caroline Brady, Chief Risk and Compliance Officer and MLRO Payments on: complaints@accesspaysuite.com .

20.3. You agree that We may respond to complaints by emailing Our response to You, by sending You a paper copy by post, or by any other means of communication that We agree with You.

20.4. After following this procedure, in relation only to the regulated Services We provide under Schedule 2 of this Agreement:

20.4.1. You may also have the right to refer the complaint to the Financial Ombudsman Service (if You meet the relevant eligibility criteria). The Financial Ombudsman Service can be contacted at Exchange Tower, London E14 9SR, on 0800 023 4567 or 0300 123 9123, or via its website: financial-ombudsman.org.uk;

20.4.2. You may also be entitled to complain to the FCA, in relation to those Access PaySuite which are regulated by the FCA. The FCA's details can be found on its website: www.fca.org.uk/contact.

21. DISPUTES

21.1. This clause shall not apply to unpaid undisputed Fees which, for the avoidance of any doubt, shall be deemed to be a material breachand shall be dealt with under clause 7 and 15 as applicable.

21.2. Where discussions take place between parties to explore and /or resolve dissatisfaction such discussions shall take place on a without prejudice basis save for where otherwise expressed to be made on an open basis.

21.3. In the event of any other dispute (excluding DDIC and Chargebacks), or where the parties agree, any dispute over Fees, the parties agree the

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following Dispute Resolution procedure:

21.3.1. If a dispute arises between You and Us in relation to any other matter the representatives for each of us in relation to the applicable Statement of Work shall, in the first instance attempt to agree a resolution for such dispute. If after 30 days (or such other time as agreed) such representatives are unable to resolve the dispute each of You and We shall arrange for a senior representativeto attend one or more meeting solely in order to resolve the matter in dispute. Such meetings shall be conducted in such manner and at such venue (including a meeting conducted over the telephone) as to promote a consensual resolution of the dispute in question.

21.3.2. If the senior representatives are unable to resolve the matter in question within 30 days (or such other time as agreed) then we will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure (or any other model mediation procedure as agreed). To initiate a mediation either Party may give Notice (a Mediation Notice) to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or agreed equivalent mediation organisation asking them to nominate a mediator. The mediation shall commence within 28 days of the Mediation Notice being served. Neither of us will commence legal proceedings against the other until 30 days after such mediation of the dispute in question has failed to resolve the dispute. Each of us will co-operate with any person appointed as mediator providing him with such information and other assistance as he shall require and will pay his costs, as he shall determine or, in the absence of such determination, such costs will be shared equally.

21.3.3. The parties accept that in mediating prior to court proceedings commencing, the issues in dispute may not be fully articulated.

21.3.4. If a Dispute is not resolved in accordance with the Dispute Procedure, then such Dispute can be submitted by either party to the exclusive jurisdiction of the courts of England and Wales.

21.3.5. Nothing contained in this clause 21 shall restrict either party's freedom to commence summary proceedings to procure or ensure performance of obligations and/or any required action to prevent further damages, preserve any legal right or remedy or to prevent the misuse of any of its Confidential Information.

22. GENERAL

22.1. No variation of these Terms and Conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives) provided that We may, acting reasonably, unilaterally amend these Terms and Conditions, including any Schedule, by giving You at least one month's prior written notice where the change is material; immediately on Notice to You in order to comply with any applicable law or by publication on our website where the change does not fall within the aforementioned. Any such change will come into effect one calendar month following the notice and You will be deemed to have accepted this change save for where You contact Us via the email address help@accesspaysuite.com to inform otherwise.

22.2. We may also add new Schedules to this Agreement in relation to new Access Group Payments. Such new Schedules will take effect immediately upon notice to You (albeit You will only receive the relevant new Access Payment Product to which they relate if You andWe sign a Statement of Work for the provision of that new Access Payment Product by Us to You).

22.3. Each provision of this Agreement shall be construed separately and notwithstanding that the whole or any part of any such provision may be held by any body of competent jurisdiction to be illegal invalid or unenforceable the other provisions of this Agreement and theremainder of the provision in question shall continue in full force and effect. Each of us hereby agrees to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

22.4. We each confirm our intent not to confer any rights on any third parties by virtue of this Agreement and accordingly the application of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement or a Statement of Work.

22.5. We may perform any of Our obligations under this Agreement, and exercise any of the rights granted to Us under this Agreement, through any other company which at the relevant time is Our holding company or subsidiary.

22.6. The construction, validity, and performance of this Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts. As both parties benefit from the certainty of setting out all relevant rights and liabilities, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes any prior agreements, whether written or oral, made between us, save that the foregoing shall not exclude any fraud or fraudulent concealment. In entering into this Agreement, You acknowledge and accept that You have not relied on any pre-contractualstatement.

22.7. We may refer to You as a client and as a user of Access Group Payments in Our marketing and public relations materials.

22.8. If due performance of this Agreement by either party is affected in whole or in part by any reason or any event, delay or failure beyondthe reasonable control of such party, such party shall give prompt Notice to the other party and shall be under no liability for any loss, damage, injury, or expense of whatever kind, howsoever caused, suffered by the other party due to the affected performance. Such party shall use reasonable efforts to avoid or overcome the causes affecting performance as soon as it becomes practical to do so.

22.9. You may not assign, transfer, charge, hold on trust for another or deal in any other manner with any of Your rights or obligations underthis Agreement or any Statement of Work, or purport to do so, or sub-contract any or all of Your obligations under this Agreement or any Statement of Work without Our prior written consent.

22.10. We may assign, transfer, charge, hold on trust for another or deal in any other manner with any of Our rights or obligations under this Agreement or any Statement of Work, or sub-contract any or all of Our obligations under this Agreement or any Statement of Work .

22.11. Any failure to exercise or delay by either of us in exercising a right or remedy arising in connection with this Agreement shall not constitute a waiver of such right or remedy or of any other rights or remedies.

22.12. In performing its obligations under the agreement, all parties shall comply with all Applicable Law.

22.13. Any Notice, claim or demand to be given by either party to the other in connection with this Agreement shall be sufficiently given served or made by (i) written communication; (ii) in English; (iii) provided by email or letter, where letter sent by pre-paid first class; (iv) expressed as a Notice under or with reference to this Agreement; (v) addressed to the attention of the appropriate person within that party. Nothing in the provision shall do away with the service provisions under the Civil Procedure Rules.

22.14. A Notice will be deemed received if: (a) delivered personally, at the time of delivery to the receiving party; (b) if delivered by post within the United Kingdom, two (2) Business Days (seven (7) Business Days for air mail) after posting; or (c) sent by email, on the day on which the

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Notice is sent, provided no report of non-delivery is received by the sender. If any Notice would, when made in accordance with the above, be deemed to be given or made either on a non-Business Day or after 17:00 on a Business Day, such Notice will be deemed to be given or made at 09:00 on the next Business Day.

22.15. You explicitly consent to Us accessing, processing, and retaining any personal data You provide to Us, for the purposes of providing the Services to You.

22.16.

23. MODERN SLAVERY

23.1. Each party undertakes, warrant and represents to the other that:

23.1.1. Neither it nor any of its officers, employees, agent or subcontractors has:

a) committed an offence under the Modern Slavery Act 2015 (a "MSA Offence"); or

b) been notified it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

23.1.2. it shall comply with the Modern Slavery Act 2015; and

23.1.3. it shall notify immediately in writing if it becomes aware or has reasons to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of its obligations under this clause 23. Such notice to set out full details of the circumstances concerning the breach or potential breach of such obligations.

23.2. Any breach of this clause 23 by a party shall be deemed a material breach of the Agreement that is not capable of remedy and shall entitle the other party to terminate the Agreement in accordance the Termination provisions.

DATA PROCESSOR TERMS

1. OVERVIEW

1.1. In the course of Us providing the Access Products and/ or Services to You (and or Your Permitted Users) We will process Your personal data and each party shall comply with this Agreement, and the relevant Data Processing Addendum.

1.2. The relevant Data Processing Addendum is determined by reference to the Governing Law applying to the Access Contracting Party as follows in Table A, unless an exemption in Table B applies:

Table A

Governing Law	Data Processing Addendum
England & Wales (excluding AMS)	https://pages.theaccessgroup.com/UK-GDPR-Data-Processing-Addendum.html
England & Wales (for AMS only)	https://pages.theaccessgroup.com/UK-GDPR-AMS-Data-Processing-Addendum.html
Republic of Ireland	https://pages.theaccessgroup.com/EU-GDPR-Data-Processing-Addendum.html
Denmark	
Australia	https://pages.theaccessgroup.com/APAC-Data-Processing-Addendum.html
Singapore	
New York	https://pages.theaccessgroup.com/US-Data-Processing-Addendum.html

Table B

Governing Law	Data Processing Addendum
If the Governing Law is Australia, Singapore or New York, and You are incorporated (or otherwise based) in EEA, in which case the EU's Standard Contractual Clauses (EU SCCs) shall apply	https://pages.theaccessgroup.com/EU-SCC-Ts-Cs.html
If the Governing Law is Australia, Singapore or New York, and You are incorporated (or otherwise based) in the United Kingdom, in which case the UK's International Data Transfer Agreement (IDTA) shall apply, and this shall be supplemented with the Data Processing Addendum applicable to England and Wales (either for or excluding AMS, as necessary)	https://pages.theaccessgroup.com/UK-IDTA-Ts-Cs.html

1.3. Where multiple Data Processing Addendums are to apply, the parties shall explicitly confirm the same in the relevant Statement(s) of Work.

1.4. You acknowledge and agree that any entity within The Access Group may be engaged by Us to process Your personal data on Our behalf ("**Group Processing**"). The Access Contracting Party shall remain fully liable for any of The Access Group's acts and or omissions regarding the Group Processing.

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GROUP PAYMENT TERMS

These Product Specific Terms apply to Access PaySuite Group Payments. This service is provided to You by Access PaySuite Limited.

1. RELATIONSHIP WITH THE TERMS AND CONDITIONS AND DEFINITIONS

1.1 These Product Specific Terms add to and form part of the Agreement.

1.2 Capitalised terms used in these Product Specific Terms which are not defined in these Product Specific Terms have the meanings given to them in the Terms and Conditions.

1.3 In these Product Specific Terms the following definitions apply:

"**Acquirer Agreement"**	means the agreement between Acquirer and Us under which Acquirer provides merchant acquiring services and payment processing facilities to Us;
"Authorisation"	means the process of referring a Transaction to the Authorisation Centre for approval for the Transaction to go ahead and to verify that, at the time of the Transaction, there is available credit on the relevant Card and that the Card has not been reported lost or stolen and **"Authorised", "Authorising"** and the issuance of an **"Authorisation Code**" shall be construed accordingly;
"Authorisation Centre"	means Acquirers credit card centre or, where such centre is inoperable or not accessible to Us, such other call centre where manual requests for Authorisations are handled as We may from time to time establish and notify to You;
"Bacs Direct Debit"	A payment method that enables you to electronically withdraw funds directly from your customer's bank account, facilitating both one-off and recurring payments, subject to the customer's authorization and in accordance with the Bacs scheme rules.
"Balance"	means the funds in Your Group Payments Account;
"Cards"	means credit or debit cards bearing the trademarks of MasterCard International Inc. ('MasterCard') and Visa Inc. ('Visa') or any other applicable card network as approved by Acquirer (collectively, the **'Networks'**);
"Card Not Present Transactions"	means an order for services where the Card or the Cardholder is not physically present at Access Paysuite's premises at the time of the Transaction, and includes Electronic Commerce Transactions;
"Cardholder"	means an individual, company, firm or other body to whom a Card has been issued at any time and who is authorised to use that Card;
"Cardholder's Account"	means an account in the name of the Cardholder, as identified in the Card Number which may be debited or credited by the Issuer in respect of Transactions;
"Cardholder's Information"	means any information relating to a Cardholder including any Card Number and other personal data;
"Card Number"	means the number displayed on a Card identifying the Cardholder's Account;
"Chargeback"	means a demand by an Issuer or a Network to be repaid a sum of money by Acquirer in respect of a Transaction which has been previously subject to Settlement and for which We have been paid by the relevant Network, and **"Chargebacks"** will be interpreted accordingly;
"Digital Portal"	means the Access/Acquirer portal, accessed via secure login, through which You may access and maintain information pertaining to your Group Payments Account;
"Electronic Commerce Transactions"	means a non- face-to-face on-line Transaction using electronic media in which Card details are transmitted by a Cardholder to You via the internet, the extranet or any other public or private network;
"European Economic Area cards"	Means cards issued inside the European Economic Area;
"International cards"	Means cards issued outside of the UK and European Economic Area;
"Issuer"	means an organisation authorised by a Network to issue Cards and whose name appears on the Card as the issuer of such Card or who enters into a contractual relationship with the Cardholder for the use of the Card;
"Money Laundering Regulations"	means Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017;
"Nominated Bank Account"	means the sterling bank account which You have advised We are to be debited and credited with funds due to Us.

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"OFAC"	means the Office of Foreign Assets Control of the United States Department of the Treasury;
"Group Payments Account"	means Your account held by the relevant Payment Provider for the purpose of holding the Proceeds;
Group Payments Service	is a service provided by Access Paysuite, where we take care of the technical setup and management for You. We handle everything from underwriting and onboarding to enabling the infrastructure needed to process payments in partnership with the Acquirer.
"Payment Provider"	including but not limited to Acquirers, Open Banking providers, Buy Now Pay Later providers, and Digital Wallet operators.
"Payment Terms"	means the terms contained in Schedule 6, Access PaySuite Group Payments.
"PED"	Pin Entry Device, see Terminal definition;
"Policies"	means Access Paysuite's internal policies including Access Paysuite's AML policy;
"Premium UK Cards	credit or debit cards issued by UK financial institutions that offer enhanced benefits and features compared to standard cards, such as higher credit limits, exclusive rewards programs, travel perks, concierge services, and preferential interest rates. Examples might be Visa /Mastercard Commercial or Business cards issued in the UK American Express cards are not covered under this category
"Proceeds"	means sums from each Transaction that Acquirer holds from which We are entitled to defer, withhold or deduct pursuant to these Payment Terms before any amounts are passed due to You
"Statement of Work"	means the order, in the form prescribed by We, submitted by You for Payment Services and accept ed by We and which incorporates these Payment Terms, the Master Terms, and, if applicable, any Additional Terms;
Standard UK Cards	Basic credit or debit cards issued by UK financial institutions, offering essential features and services for everyday banking needs, such as standard credit limits, basic rewards programs, and standard interest rates, without the additional perks and benefits associated with premium cards. Examples include Consumer cards issued by Visa and Mastercard in the UK. American Express cards are not covered under this category
"Refund(s)(ed)"	means where You agree to make a refund to the Cardholder's Card of the whole or part of any sum authorised by a Cardholder to be debited to their Cardholder's Account;
"Settlement"	means the payment of amounts to be reimbursed by Acquirer to Us or by We to Acquirer;
"Terminal"	means an electronic device approved by Acquirer and used to capture Card details, for obtaining Authorisations and submitting Transactions to a Transaction acquirer; the term also includes any PIN Entry Device **("PED")** if it is a separate device;
"Territory"	means the following countries: England, Scotland, Wales, Northern Ireland and any other territories agreed by the parties;
"Transaction"	means an act between the Cardholder and You regarding the purchase or return of goods and/or services where the Cardholder uses its Card to pay for goods and/or services that results in the generation of a Transaction Record for the provision of goods and/or services and/or Refunds but which, for the avoidance of doubt, does not include any transactions between a Cardholder and Us;

2. ACCESS PAYSUITE ROLE

2.1 Access PaySuite Group Payments provides payment services in partnership with the Acquirer. This service, allows You to accept Cards and other payment methods from Cardholders or Clients, for the payment of goods and services, as well as other forms of payment where indicated in a Statement of Work (together, the "Payment Services").

2.2 Your Group Payments Account is not a payment account and may not be used by You to instruct payment transactions other than as is provided for by this Agreement in relation to Your receipt of Proceeds or processing Chargebacks or Refunds connected to payments originally processed under the Payment Services.

2.3 In order for Access PaySuite Group Payments to provide the Payment Services to You, Access Paysuite has obligations and must enter into agreements with Networks, processors and Acquirer.

3. YOUR AUTHORISATIONS

3.1 In connection with the Payment Services, You authorise Us / Acquirer to hold, receive and disburse Proceeds to You on Your behalf.

3.2 You permit Us / Acquirer to generate an electronic funds transfer to settle the Proceeds relating to each Transaction that You authorise, less any applicable Fees, (as listed in the Statement of Work).

3.3 Your authorisations will remain in full force and effect until Your Group Payments Account is closed or terminated. The Acquirer's receipt of Transaction funds satisfies Cardholder's obligations to make payment to You.

3.4 You authorise Us/Acquirer to remit to You Proceeds actually controlled by Us on Your behalf, less any Fees, subject to any Chargeback applied

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or other deduction or delays permitted pursuant to these Payment Terms.

3.5 We will not be liable for any delays in receipt of funds or errors in debit and credit entries caused by third parties, including, but not limited to, any Network or Your financial institution.

4. PRODUCT SPECIFIC FEES

4.1 You agree that all Fees are charged when a Transaction is processed and are deducted first from the transferred or collected funds from each Transaction and thereafter from the Balance.

4.2 You confirm that We do not need to set out in these Payment Terms individually specified information about the different Network and Card issuer fees that would otherwise apply.

4.3 We acting reasonably and in Our absolute discretion, reserve the right to charge You an administration fee in the event of an abnormally large increase in Chargebacks or Refunds being made in respect of Transactions processed by You.

4.4 When requested by Us, You shall execute any direct debit mandates in favour of Us in relation to amounts to be debited from the Nominated Bank Account.

5. SOFTWARE & STORAGE FEE

5.1 If there are no transactions, including withdrawal, deposit, exchange or transfer ("**Transactions**") are processed under the Statement of Work and You do not close your account, You will pay a fee to keep your account open ("**Storage Fee**").

5.2 Where there are no Transactions for six (6) months the Storage Fee shall be £20 per calendar month;

5.3 Where there are no Transactions for twelve months (12) the Storage Fee shall be £50 per calendar month.

5.4 Where You recommence making Transactions with Access PaySuite Group Payments, the Storage Fee shall cease.

5.5 The Storage Fee only applies where You keep Your account open and there are no Transactions. No Storage Fee will apply if you there are Transactions.

6. MERCHANT SCREENING WARRANTIES

6.1 In addition to the Conditions Precedents in Schedule 1, You warrant that:

6.1.1 You are a bona fide business, and are engaged in the business for which You have been recruited, and that Your website relating to Your business, is legitimate;

6.1.2 You have sufficient safeguards in place to protect the Cardholder and Transaction information (which the Network Rules permit to be captured) from unauthorised disclosure or use;

6.1.3 each Transaction submitted by You will reflect bona fide business between You and Cardholder;

6.1.4 You are located within the Territory;

6.1.5 You will notify us immediately of any change in (i) any insolvency event, (or impending insolvency event) (ii) any actual or impending change of control in Your business; (iii) any actual or impending change in Your trading terms, directors, other officers, members or partners, business or trading name, legal status, business or trading address or in any of Your other details that You has provided to Us; and (iv) any actual or impending sale or other disposal of all or any material part of Your assets which may result in a material adverse change to Your business and

6.1.6 You will notify us immediately of any change in the circumstances and warranties made pursuant to Schedule 1 clause 10 of this Agreement.

7. OUR DILIGENCE OBLIGATIONS

7.1 In determining whether Customer is a bona fide business, We are required to verify, as a minimum, that all of the following have been completed satisfactorily:

7.1.1 Full company financial and credit checks, bank verification checks, appropriate background investigations, reference checks of Customer and Customer's relevant personnel and that Customer has provided the relevant bank account details to us. If the credit check raises questions or does not provide sufficient information, We may conduct a credit and biometric check of:

7.1.1.1 the owner, if Customer is a sole proprietor; or

7.1.1.2 the partners, if Customer is a partnership; or

7.1.1.3 the principal shareholders, if Customer is a corporation;

7.1.1.4 inspection of Customer's premises or Websites and records to ensure that Customer has the proper facilities, equipment, inventory, agreements, and personnel required and if necessary, licenses or permits and other capabilities to conduct business. If Customer has more than one set of premises or Website, We are obliged to inspect at least one of them;

7.1.1.5 HM Treasury Consolidated List of Financial Sanctions Targets screening;

7.1.1.6 Politically Exposed Persons (PEP) screening;

7.1.1.7 Global financial sanctions check. HM Treasury sanctions, embargoes and restrictions list; and

7.1.1.8 United Nations (UN) Security Council sanctions list.

7.1.2 You authorise Us and Acquirer to request identity verifying information about You including the current address of each of Your locations, and a complete description of goods sold and services provided to Cardholders.

7.1.3 We may periodically obtain additional reports from You to determine whether You continue to meet the requirements for a Group

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Payments Account.

7.1.4 You permit Us to share information about You, Your application (including whether You is approved or declined) and Your Group Payments Account, Your bank or other financial institution or as otherwise required by Us.

7.1.5 Under Applicable Laws governing anti-money laundering, We or Acquirer are required to verify Your identity and the identities of the beneficial owners of any business using the Payment Services.

7.1.6 After You have agreed to these Payment Terms and have a Group Payments Account, a business relationship for the purposes of delivery of the Payment Services shall not become effective until such time as We verify Your identity and complete an associated risk assessment.

7.1.7 We will notify You of the outcome of this verification process and Your Group Payments Account shall not be 'live' for payment transactions until such time.

7.1.8 Where We notify You that We are unable to onboard You, this Agreement shall automatically terminate.

7.1.9 You must provide accurate and complete information and keep that information current by updating Us.

8. REQUESTS FOR ADDITIONAL INFORMATION AND INSPECTION

8.1 We may request additional information from You at any time in relation to client onboarding documents and financial reports.

8.2 We may from time to time request from You updates on any relevant names, addresses, URLs, memberships or passwords to Your websites

8.3 We may also ask for permission to inspect Your business location.

8.4 If You refuse any of the requests made pursuant to Clauses 8.1 to 8.3, Your Group Payments Account may be suspended or terminated.

9. ACCEPTANCE OF TRANSACTIONS

9.1 ELECTRONIC COMMERCE TRANSACTIONS

9.1.1 You have indicated to Us that You wish to raise Electronic Commerce Transactions and We have agreed to this. You agree to the following provisions:

9.1.2 You warrant and represent to Us that You will not, and You will also ensure Your agents, subcontractors and employees do not, use any Website in any way which might jeopardise Your integrity, confidentiality, or security or Your agents' terminals, associated equipment, any computer system, servers or network used by Us or with Cardholders or other computer systems including through disabling devices and unsolicited e-mails.

9.1.3 You shall clearly display and maintain on any website the following information as required by the Networks: (i) a complete and accurate description of all goods and/or services offered for sale; (ii) full details of their cancellation, delivery and returns policy; (iii) Your service contact details (iv) Transaction currency; (v) export or legal restrictions, if known; (vi) data protection, privacy policy and security capabilities; (vii) security method for the transmission of payment data; (viii) information that the Cardholder is committing to a Transaction before they select the "pay now" button, with an obvious option to cancel the payment at this point as an alternative to paying; (ix) the address of its permanent establishment, and (x) any other information required by Applicable Laws, regulations or Network Rules.

9.1.4 You will prominently and unequivocally inform the Cardholder of Your identity at all points of interaction, so that the Cardholder can readily distinguish You from any other party. In particular, You must

9.1.4.1 display Your name prominently

9.1.4.2 identify prominently Your name as displayed on Your Website as both Your registered company name and the trading name (if relevant) that will appear on the Cardholder statement; an

9.1.4.3 display Your company name as prominently as any other information depicted on the Website, other than images of the products or services being offered on sale;

9.1.5 You shall comply with any requested changes to Your website by either the Acquirer or Us where We or the Acquirer, as applicable, deem it necessary or appropriate to ensure that You remain in compliance with the Network Rules governing the use of Marks. We may give You immediate notice of termination if We consider that in Our opinion, which shall be final, the content of Your Website, or any of the goods and/or services offered on such Website do not meet the standards required by Us to continue to offer the Payment Services. We may also stop accepting Transactions immediately if any goods and/or services offered may affect Our or the Network's reputation.

9.2 CARD NOT PRESENT TRANSACTIONS

9.2.1 Undertaking Card Not Present Transactions will be solely at Your risk and You will be liable for any Losses which occur as a result of undertaking such Transactions. You understand and accepts this.

9.2.2 If You wish to accept Transactions using more than one URL, You must agree with Us first. You will not use more than one URL to accept Transactions, register more than one URL or use a URL to accept Transactions under the Payment Terms which is not the URL agreed and notified to Us as being related to these Payment Terms.

9.2.3 We may immediately, on giving You notice, withdraw Our permission for You to accept or process certain types of Card Not Present Transactions where there are, in Our sole opinion, unacceptable levels of Cardholder disputes resulting from such Card Not Present Transactions which You have accepted and/or Card Not Present Transactions which You have accepted and which subsequently turn out to be fraudulent.

9.3 FUTURE DELIVERY OF GOODS AND SERVICES

9.3.1 You must not accept any Transactions representing a deposit, partial payment or payment in respect of a future delivery of goods and/or services unless this has been agreed by Us in writing.

9.4 UNAUTHORISED OR INCORRECTLY PROCESSED TRANSACTIONS

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9.4.1 If you believe that we may have failed to perform or incorrectly performed a payment, you must notify us without undue delay and in any event no later than thirteen months from the date of the payment

10. PRESENTMENT OF TRANSACTIONS

10.1 You must only submit to Us records of valid Transactions involving a bona fide Cardholder. You must not submit any Transactions to Us that You know, or should know, to be fraudulent or not authorised by the Cardholder.

10.2 You agree and confirm that We have the absolute right to cease to accept Transaction Data or Authorisation requests from You at any time.

10.3 Transactions are to be presented to Us for Settlement within three (3) Business Days of a Card being accepted as a means of payment or Refund.

11. WARRANTIES AND UNDERTAKINGS RELATING TO TRANSACTIONAL DATA

11.1 In presenting Transaction Data to Us or through a Third Party, You represent and warrant that:

11.1.1 all statements contained in the Transaction Data are true, accurate and complete;

11.1.2 You have supplied (or, where the Transaction Data relates to a prepayment or deposit, it has agreed to supply) the goods and/or services to which the Transaction Data relates and to the value stated therein;

11.1.3 there is no element of credit given by You;

11.1.4 no other Transaction has been or will be processed in respect of the same goods and/or services;

11.1.5 the Transaction has been entered into by You in good faith and You are not aware of any dispute relating to or any matter which may affect the validity of the Transaction;

11.1.6 the Transaction was made in accordance with these Payment Terms and the Network Rules;

11.1.7 the receipt from You, and the processing (including export outside the EEA) of Cardholder Information and Transaction Data supplied by You to Us in the course of administering and discharging Our obligations and liabilities under these Payment Terms, will not infringe the rights of any Third Party;

11.1.8 You are in compliance with Our obligations under The Data Protection Act 2018, as amended from time to time, or equivalent in the jurisdiction(s) in which You are regulated;

11.1.9 You are validly registered and existing under Your country of establishment and have by proper action duly authorised the execution and delivery of these Payment Terms;

11.1.10 You are not and have not been prohibited from participating in the Networks to accept services of a kind offered by Us;

11.1.11 You shall remain during the Term of these Payment Terms fully compliant with PCI in respect of all Transactions; and

11.1.12 You acknowledge that You are responsible for, and undertake to, meet all costs associated with achieving and maintaining compliance, including any fines, costs or charges arising from You being compromised or not being compliant or data held by You being compromised and/or used for fraudulent purposes.

11.1.13 You must not retain or store magnetic stripe or CVV2/CVC2 data after Authorisation for a Transaction has been received.

12. SAFEGUARDING

12.1 Your Balance will be safeguarded in accordance with the Payment Services Regulations 2017.

12.2 Funds associated with Your Group Payments Account will be held in a separate account owned by Acquirer.

12.3 You will not receive interest or any other earnings on any funds that We handle for You.

13. YOUR LIABILITY FOR CHARGEBACKS

13.1 Upon notice of a dispute regarding a Transaction, You agree that it is Your responsibility: (a) to notify Us of any such dispute promptly (and in any event within twenty-four (24) hours); and (b) to resolve it directly with the Cardholder. However, until we provide you with the facility to manage disputes regarding a Transaction through a self-serve application, we will manage disputes regarding a Transaction on your behalf and liaise with the acquirer as needed. Once the self-serve application is available, it becomes Your responsibility to manage disputes regarding a Transaction using this tool. In all instances, whether you are managing disputes regarding a Transaction directly or we are managing them on your behalf, all liabilities related to chargebacks remain Your responsibility.

13.2 If We receive a Chargeback notice We will, without notice, debit Your Group Payments Account for the amount of the Chargeback which for the avoidance of doubt, shall include the initial Transaction fee. We will debit the full amount of the Chargeback and the Chargeback Fee of £20 from Your Group Payments Account. We will not refund to You the initial Transaction fee in respect of any Chargeback. This provision also extends to a Card payment which does not constitute a Transaction, but which You have submitted to Us for processing as a Transaction. You acknowledge that Our right to proceed as described in this clause 13.2 will not be affected by any arrangement between Us or You and the Cardholder.

13.3 We are not obliged to notify You of any defect in any Transaction Data, or other liability to Chargeback except where a Chargeback is in fact made or to procure, or assist You in procuring, payment from a Cardholder where the relevant Transaction has been charged back to Us. In some cases, a Card Issuer may request a copy of the Transaction record prior to initiating a Chargeback. We will forward these requests to You and deliver Your response to the Issuer. You understand that You must respond to these requests within the time frames and manner stated. Due to the short time requirements imposed by the Networks, Your failure to respond in a timely manner will be communicated to the Issuer and may result in a Chargeback(s) as well as Network related costs or fees.

13.4 You hereby confirm that You will not transfer or attempt to transfer financial liability by asking or requiring a Cardholder to waive his rights to dispute a Transaction.

14. PCI DSS COMPLIANCE

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14.1 If You store, processes or transmit Cardholder data, You will comply with all applicable Payment Card Industry Data Security Standards ('PCI-DSS'), as well as any requirements under the Network Rules.

14.2 If applicable, You must provide Acquirer with a nominated point of contact responsible for liaising with Acquirer regarding progress in achieving and maintaining compliance with PCI-DSS.

14.3 Details of PCI-DSS and compliance requirements can be accessed via the following website at http://www.pcisecuritystandards.org

15. FAILURE TO COMPLY WITH NETWORK RULES OR PCI-DSS

15.1 You understand that Your failure to comply with the Network Rules or the PCI-DSS security standards, including the compromise of any Card information, may result in fines or other Losses to Us.

15.2 You will indemnify Us and reimburse Us immediately for any fines or Losses directly or indirectly caused by Your and Your agents' actions or omissions.

15.3 You must have in place appropriate technical and organisational measures that ensure an appropriate level of security for the processing of Cardholder information and that protect Cardholder information against accidental or unlawful destruction or accidental loss or alteration or unauthorised disclosure access or processing.

16. RECEIPTS

16.1 You shall provide receipts at the option of the Cardholder as required by the Network Rules.

17. REFUNDS AND RETURNS

17.1 You understand and agree that a Cardholder may be entitled to a Refund from their payment provider of the full amount of any authorised Transaction You initiate if:

17.1.1 the authorisation did not specify the exact amount of the Transaction when the authorisation was given; and

17.1.2 the amount of the Transaction exceeded the amount that the Cardholder could reasonably have expected, taking into account the Cardholder's previous spending pattern, the conditions of the authorisation and the particular circumstances of the case.

17.2 By accepting Transactions through the Payment Services, You agree to process returns of and provide Refunds and adjustments for, Your goods or services through Your Group Payments Account in accordance with these Payment Terms and Network Rules.

17.3 Network Rules require that You disclose Your return or cancellation policy to Cardholders at the time of purchase. The amount of the Refund/adjustment must include any associated Taxes required to be Refunded and cannot exceed the amount shown as the total on the original sales data except by the exact amount required to reimburse the Cardholder for postage that the Cardholder paid to return merchandise.

17.4 If Your Refund policy prohibits returns or is unsatisfactory to the Cardholder, You may still receive a Chargeback relating to such sales.

17.5 You can process a Refund through Your Digital Portal. We will credit the full value back to Cardholder and debit the full value from Your Group Payments Account and Nominated Bank Account after debiting our Fees and / or Set Off(s) as applicable. We will not refund to You the initial Transaction fee.

17.6 While the full purchase amount is always returned to Your Cardholder, the Fee is non-refundable from Us to You.

17.7 You may not submit a Refund when there is no corresponding purchase on a Card.

17.8 Subject to Applicable Law, You may not give cash Refunds to Cardholders for goods or services they purchase using Transactions. We have no obligation to accept any returns of any of Your goods or services on Your behalf.

17.9 We may refuse to execute a Transaction or Refund if it does not meet the conditions in these Payment Terms or is prohibited by law. If We do refuse to execute a Transaction or Refund, within the time for processing the Transaction or Refund, We will notify You (unless prohibited by law) of the refusal and, if possible, the reasons for it and the procedure for correcting any factual mistakes that led to the refusal. Any Transaction or Refund that is refused will not be deemed to have been received for purposes of execution times and liability for non-execution or defective execution.

17.10 In order to reclaim an unauthorised or incorrectly executed Refund on Your Group Payments Account, You must notify Us without undue delay after becoming aware of the unauthorised or incorrect Refund and in any event no later than sixty (60) days after the debit date of the Refund.

17.11 If You prove to Us that a Refund was unauthorised, We will correct that Refund as soon as practicable, and in any event no later than the end of the Business Day following the day on which We become aware of the unauthorised Transaction.

17.12 We must, on request by You, immediately and without charge make efforts to trace any non-executed or defectively executed Transaction and notify You of the outcome.

17.13 Where We are liable to You for the correct transmission of the payment order to Your payment services provider, it will immediately re- transmit Cardholder's payment order to Your payment services provider.

17.14 We will be liable to You for any charges for which You are responsible and any interest which You must pay as a consequence of any non-execution or defective or late execution of a Transaction.

18. WHEN WILL WE PAY YOU?

18.1 We/Acquirer will automatically initiate a payout of Proceeds from a given Business Day to Your Nominated Bank Account as per the Acquirer's default schedule or as set out in the Statement of Work or according to the risk conditions of this Agreement as agreed from time to time. Refunds, Fees, and / or Set Off(s) are automatically deducted from Proceeds prior to onward Settlement, save for where an alternative Direct Debit is entered into and valid for this purpose and we agree that this separate Direct Debit is used for this purpose.

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19. DELAYED PAYMENT OF PROCEEDS TO YOU

19.1 We may defer payout or restrict access to Your Proceeds at Our discretion. This may be if we determine that We need to conduct an investigation or resolve any pending dispute related to Your use of the Services.

19.2 We also may defer payout of Proceeds or restrict access to Your Proceeds as necessary to comply with Applicable Law or any court order or if requested by any governmental entity.

19.3 Both Us and Acquirer have the right to retain or withhold settlement of any sums at Our discretion. This may be as a result of a breach of Your Main Obligations within clause 4, Schedule 1, the Warranties within clause 12, Schedule 1 and / or these Payment Terms in this Agreement.

19.4 You may be required to maintain a certain level of funds in your Group Payments account, if required this will be informed to you separately.

20. TAX

20.1 You are responsible for determining any and all taxes assessed, incurred or required to be collected, paid or withheld for any reason for Your use of the Payment Services ('Taxes').

20.2 You are also solely responsible for collecting, withholding, reporting and remitting correct Taxes to the appropriate tax authority.

20.3 We are not obligated to, nor will We determine whether Taxes apply or calculate, collect, report or remit any Taxes to any tax authority arising from any Transaction.

20.4 We specifically disclaim any liability for Taxes.

21. INDEMNITY, COMPROMISE AND LIABILITY

21.1 You accept full financial liability and responsibility for:

21.1.1 all Transactions and the handling of all disputed Transactions, credits and other service- related issues and expenses caused by You as well as reprocessing any Transactions relating to suspended or rejected items;

21.1.2 any loss that We may incur as a result of any and all acts and/or omissions of You; and

21.1.3 the termination of these Payment Terms due to You being, or becoming, an OFAC Restricted Person.

21.2 You agree to indemnify Us on a full and continuing basis, and to hold Us harmless from and against all Losses which We may incur or claims which may be brought or established against Us by any person from or in connection with:

21.2.1 any Transaction or any other dealing between You and a Cardholder;

21.2.2 the negligence, fraud, wilful default or breach of these Payment Terms or this Agreement as a result of the actions or inactions of (i) You, (ii) any agent, employee or sub-contractor of Us or You, or (iii) any Third Party;

21.2.3 Your breach of these Payment Terms, this Agreement, Applicable Laws and/or Network Rules, and/or for any other reason where a Network levies a fee, fine, penalty or charge against Us due to any action or inaction by You;

21.2.4 a fee, fine, penalty, assessment or charge levied against Us by the Network due to any action or inaction by You or Your agents, that arises as a result of:

21.2.5 any assessment that is undertaken or that is required to be undertaken by the Network; or

21.2.6 any loss or corruption of Cardholder's Information or Transaction Data or a violation by You, or employees, officers, agents, Third Parties and/or sub-contractors of any of the standards and/or programme requirements referenced in these Payment Terms.

21.3 We shall not have any liability to You or any other Third Party whether in contract or tort (including negligence or breach of statutory Duty), under an indemnity or otherwise and whatever the cause for (i) any increased costs or expenses; (ii) loss of profit, (iii) loss of business, (iv) loss of goodwill, (v) loss or corruption of data; (vi) loss of revenue or anticipated savings; or (vii) special, indirect or consequential loss or damage of any nature whatsoever, whether or not We are aware or have been made aware of the likelihood of any such loss or damage.

21.4 Nothing in these Payment Terms shall exclude or limit any liability of any party for fraud or to the extent that any such exclusion or limitation is not permitted by Applicable Law.

21.5 You have, and will retain, sole responsibility for:

21.5.1 all information, instructions, and materials provided by or on behalf of You or Your Listed Affiliates in connection with the Payment Services;

21.5.2 Your Systems;

21.5.3 the security and use of Your Access Credentials; and

21.5.4 all access to and use of the Payment Services directly or indirectly by or through Your Systems or Your Access Credentials with or without Your knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

21.6 In the event of loss or damage to Your Data, Your sole and exclusive remedy, and Our sole and exclusive liability, shall be for Us to use our reasonable commercial efforts to restore the lost or damaged Your Data from the latest backup of such Your Data.

21.7 We shall not be responsible for any loss, destruction, alteration or disclosure of Your Data caused by You or any third party given access to Your Data by You.

21.8 Except as expressly and specifically provided in the Agreement, We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Us by You in connection with the Payment Services, or any actions taken by Us at Your direction.

21.9 Nothing in the Agreement shall limit or exclude the liability of You for:

21.9.1 Your obligation to pay any amounts due under this Agreement;

21.9.2 any indemnity provided by You under this Agreement

21.10 Without prejudice to any other right or remedy available to Us under the Agreement or at law, Our non- performance of, or delay in performing any of, Our obligations under the Agreement will be excused to the extent such non-performance or delay results from any act or

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omission of You, Your agents, subcontractors, consultants or employees. If We incur any additional costs in performing any of Our obligations under the Agreement following any such act or omission of You, We may charge You additional fees as is reasonably necessary to recover any such costs. Unless otherwise agreed by Us, any agreed payment profile for the fees applicable to any such non-performed or delayed obligations shall not be affected by any such non-performance or delay and You shall remain liable to pay the applicable fees in accordance with the agreed payment profile notwithstanding any such non- performance or delays.

21.11 The provisions of this clause 21 shall survive the expiration or termination of the Agreement and shall apply to the maximum extent permissible under applicable law, even if a remedy provided herein should fail of its essential purpose.

22. TRANSACTION DATA

22.1 In conjunction with the Acquirer, We will act as a data processor of Transaction Data or other data relating to You which is collected or otherwise processed a result of the performance of the obligations of either party under this Agreement.

23. APPLICABLE NETWORK RULES

23.1 By using the Payment Services, You agree to comply with all applicable bylaws, rules and regulations set forth by the Networks, as amended from time to time ('Network Rules').

23.2 The Networks amend their rules and regulations from time to time. We may be required to change the payment terms in connection with amendments to the Network Rules. The Network Rules are publicly available at: Mastercard https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html Visa https://www.visa.co.uk/support/consumer/visa-rules.html and via the Our Third Party Terms.

23.3 In the event of inconsistency between the Network Rules and these Payment Terms and except as otherwise agreed between Acquirer, Us and the Network, the Network Rules will take precedence.

23.4 The Networks have the right to enforce any provision of the Network Rules and to prohibit You from engaging in any conduct the Networks deem could injure or could create a risk of injury to the Networks, including reputational injury or injury that could adversely affect the integrity of the interchange system, information the Networks deem to be confidential or both.

23.5 You agree not to take any action that could interfere with or prevent the exercise of the right set out in clause23.4 by the Networks.

23.6 You agree: to provide any information, whether confidential or otherwise, in relation to You that We or the Acquirer may, from time to time request from You within three (3) days of receiving that request; that We may provide such information to the Acquirer; and that both Us and the Acquirer may use such information for the purposes of fulfilling our obligations under this Agreement or as otherwise required.

23.7 You agree to cooperate with Us and Acquirer in respect of any issues arising out of a breach or potential breach of security in relation to the holding of any confidential data relevant to the Payment Services.

23.8 Before prompting Cardholders to provide Card information, You will prominently and clearly disclose to Cardholders, at all points of interaction, Your location (physical address) to enable Cardholders to easily determine, among other things, whether the Transaction will be a domestic or cross-border Transaction.

24. PAYSUITE TERMINATION RIGHTS

24.1 In addition to the termination rights contained in the Core Terms, We may terminate this Statement of Work:

24.1.1 if the Networks de-register Us or if Acquirer ceases to be a member of the Networks for any reason;

24.1.2 if Your access to Payment Services has been terminated, You may still be permitted to use other products provided by Us, at Our (or Our applicable affiliate's) sole discretion;

24.1.3 where the percentage, number or amount of fraudulent transactions submitted by You or the number of Chargebacks You receive in relation to similar businesses is determined by Us to be excessive;

24.1.4 if You submit transactions for processing on behalf of any Third Party;

24.1.5 should We determine that You have provided inaccurate, untrue or incomplete information to Us or that You fail to comply with the account registration requirements;

24.1.6 should You materially alter Your Website content without Our prior written consent or You change Your business or alter Your business model in relation to Payment Services during the Term of these Payment Terms;

24.1.7 if for six (6) consecutive months You fail to submit any Transactions or no activity is recorded by Us;

24.1.8 if there is a direct or indirect change of Control to You or Your parent company;

24.1.9 if Your activity is deemed at Our discretion or at the direction of the Acquirer or the Network Rules to be fraudulent or otherwise wrongful or in violation of the Network Rules;

24.1.10 should You act in a manner which clearly shows that You do not intend to or is unable to comply with any provisions of the Payment Terms (including Your commission of any act in contravention of any Applicable Law);

24.1.11 if Acquirer terminates its relationship with Us for any reason;

24.1.12 The Acquirer or the Networks request Us to do so;

24.1.13 if the Acquirer fails to have a valid licence with any Network to use any trademark accepted by the You; or

24.1.14 if We are required to do so by Applicable Law (for example, where the provision of Payment Services to You is or becomes, unlawful).

25. SUSPENSION AND TERMINATION

You may terminate the Group Payments Services at any time before the end of the Term subject to the payment of an early termination fee, such fee to be equal to the previous three months invoiced by Us prior to termination of the Group Payment Services. You must pay the early termination fee to Us within 7 days on demand. You acknowledge that the early termination fee is reasonable and proportionate to You terminating the Group Payment Services before the end of the Term.

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26. PAYMENT SERVICES UPON CLOSURE OF YOUR GROUP PAYMENTS ACCOUNT

26.1 Closure of Your Group Payments Account will cancel any pending Transactions.

26.2 Any Proceeds that We/Acquirer are holding in custody for You at the time of closure will be paid out at the relevant time, subject to the other conditions in the Payment Terms.

26.3 If an investigation is pending at the time You close Your Group Payments Account, We may hold Your funds as described herein. If You are later determined to be entitled to some or all of the funds, We will release those funds to You.

26.4 You shall return any hardware relating to the applicable Access Payment Product(s) and/or Services which have not been fully paid for. If You fail to do so, then We may enter Your premises and take possession of them. Until they have been returned, You shall be solely responsible for their safe keeping and will not use them for any purpose.

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DIRECT DEBIT TERMS

These Product Specific Terms apply to the Access Group Payments Direct Debit.
This service is provided to You by Acquirer.

1 RELATIONSHIP WITH THE TERMS AND CONDITIONS AND DEFINITIONS

1.1 These Product Specific Terms add to and form part of the Agreement.

1.2 Capitalised terms used in these Product Specific Terms which are not defined in these Product Specific Terms have the meanings given to them in the Terms and Conditions.

1.3 In these Product Specific Terms the following definitions apply:

BACS Approved Bureau means, as authorised by BACS, a company which has been approved to provide DD related services and submit BACS files on behalf of direct debit originators for commercial purposes;

Client means any person or business to whom You sell goods or services and who elects to pay their account by direct debit, cheque, credit card or other method allowable by Us;

Client Account means the designated bank account used for Client Collections;

Client Collections means payments made by the Clients for goods or services provided by You pertaining to the Documents;

Client Information means all leaflets, information, forms and literature, relating to the Services including the use only of BACS approved direct debit mandates and direct debit communications;

Access Group Payments Direct Debit means the provision of facility Managed Direct Debit Services acting as an Accredited BACS Commercial Facility Managed Provider by Acquirer on Your behalf;

Direct Debit Indemnity Claims means a refund request made by a Client under the Direct Debit Guarantee;

Direct Debit Scheme means the BACS Direct Debit Scheme.

Direct Debit System means the "Access PaySuite" direct debit management system provided by Us / Acquirer to You to setup Clients and perform related payment management tasks;

Managed Direct Debit Services including Direct Debit Management System (DDMS), Acquirer's Service User Number, and all BACS submissions and BACS report processing through Acquirer..

Payment Providers including but not limited to Acquirers, Open Banking providers, Buy Now Pay Later providers, and Digital Wallet operators.

Returnable Fees means Client Collections previously disbursed to You but during a future reconciliation period have had a direct debit indemnity claim applied against the direct debit under BACS Rules.

Transaction Summary Reports means Client payment information reports including Client Collections made available by Us / Acquirer to You electronically viathe Direct Debit System, an API or other means.

2 YOUR OBLIGATIONS

2.1 You shall:

2.1.1 promptly bring to the Client's notice any Client Information issued by Us from time to time;

2.1.2 supply to Us / Acquirer all Documents properly completed or input Documents into the Direct Debit System in accordance with Our instructions and deadlines in sufficient time to enable Us to supply the Access Group Payments Direct Debit in accordance with the BACS Rules;

2.1.3 allow Us direct contact with and access to the Clients, where strictly necessary, in order to supply the Access Group Payments Direct Debit or investigate complaints and other matters;

2.1.4 co-operate with Us in all matters relating to the Access Group Payments Direct Debit;

2.1.5 ensure at all times You have the right to pass to Us any information required to be passed to Us under this Agreement and that You are registered under the Data Protection Act 2018;

2.1.6 Without our prior agreement to the contrary, which must be agreed by the parties and recorded in writing, the maximum amount of direct debit(s) You can process per monthly billing period is £2,000. Direct Debits with annual or quarterly collection frequencies are not permitted without Our prior agreement. You shall ensure that if Paperless direct debits (telephone or internet) are set up, the telephone script provided is followed or BACS compliant and website screenshots have been approved by Us;

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2.1.7 as soon as reasonably practicable, notify Us of any variations in or amendments to You or your Client's Your details contained in Documents previously supplied to Us and as soon as reasonably practicable notify Us of any changes in the amounts payable by Clients, (including for the avoidance of doubt, any cancellations by a Client);

2.1.8 keep any password and/or log-in details safe and secure and ensure they are used only by the nominated user;

2.1.9 not allow anyone else other than the relevant Authorised User, access to the Direct Debit System;

2.1.10 immediately notify Us of any intended or agreed transfer of any Client's direct debits to another supplier and undertake to facilitate any such transition of Client direct debits in accordance with the BACS Rules governing a transfer. To facilitate any transfer, You must ensure the completion of a a "Bulk Change Deed" to legally transfer direct debit liability to the new supplier or newly appointed Bureau. You or the Guarantor(s) remain liable to meet any future Direct Debit Indemnity Claims should they be received which survives termination of the Agreement in the event that the Bulk Change Deed process has not been executed or followed or any incoming supplier fails to pay Us for any future Direct Debit Indemnity Claims received following a transfer; and

2.1.11 immediately notify Us of any change in the structure or ownership of the Company.

2.2 You acknowledge that Our ability to provide the Services is contingent on You complying with Your obligations set out in this clause. Accordingly, We shall have no liability to You or to any third party if We are unable to perform any of its obligations under this Agreement or the Services as a result of You having failed to comply with its obligations set out in this clause 2.

2.3 You shall at all times comply with the Appendices to these Product Specific Terms.

3 OUR OBLIGATIONS

3.1 We shall:

3.1.1 subject to being provided with all Documents, and to Your compliance with Your obligations under this Agreement (in particular those set out in clause 2), which we will check meets the standard, the Acquirer will duly and punctually perform the Direct Debit in accordance with the Acquirer's documentation and processes;

3.1.2 subject to BACS delays or unforeseen technical issues make available electronically Transaction Summary Reports to You showing itemised Client Fees and disburse to You (if applicable) by direct payment itemised Client Fees from the previous disbursal period in arrears on the 1st and 15th (or the first business day thereafter) or on any additional disbursal date(s) agreed;

3.1.3 from time to time supply You with sufficient stock of Documents and Client Information necessary for You to perform its obligations;and

3.2 Any dates specified by Us shall be estimates only and time for performance of the Services shall not be of the essence of this Agreement.

4 PRODUCT SPECIFIC FEES, REPAYMENTS AND INDEMNITY RESERVE

4.1 You shall pay the Fees (including the Returnable Fees as specified in the Disbursal Report and invoice for the relevant period) in accordance with the Terms and Conditions.

4.2 At our discretion, We may set up a reserve or rolling reserve facility, if deemed necessary to satisfy our risk appetite. Reserve funds will be held at our discretion until the risk position is sufficiently improved. If excessive Direct Debit Indemnity Claims are received or You commit a breach of this Agreement, We reserve the right to suspend disbursals until our reserve criteria are met.

5 LIABILITY

5.1 Further to Limitation of Liability of the Core Terms:

5.1.1 You acknowledge that:

5.1.1.1 the uptime of Our / Acquier's BACS Software and S-ftp data transmission suppliers and VOCA who are contracted with BACS to supply the submission network are parts of the Access Group Payments Direct Debit outside of Our control; and

5.1.1.2 We are providing no warranty or guarantee that the Direct Debit System will be uninterrupted or error free at all times. Accordingly, We shall have no liability to You or to any third party for any failure by banks, financial institutions, Our BACS Software supplier, BACS, VOCA or other applicable industry infrastructure or software suppliers unless the failure results from an act or omission of Us.

6 SUSPENSION AND TERMINATION

6.1 In addition to Our rights in the Core Terms, We may suspend or terminate the Access Group Payments Direct Debit immediatelyif You have received during a period of 30 consecutive days Direct Debit Indemnity Claims from more than 2% of the previous month's Clients or at our discretion.

You may terminate the Access Group Payments Direct Debit at any time before the end of the Term subject to the payment of an early termination fee, such fee to be equal to the previous three months invoiced by Us prior to any bulk cancellation of Clients. You must pay the early termination fee to Us within 7 days on demand. You acknowledge that the early termination fee is reasonable and proportionate to You terminating the Access Group Payments Direct Debit before the end of the Term.

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Appendix 1 – Service Level Agreement (SLA)

The SLA schedule forms part of this Agreement and outlines the minimum acceptable service to You.

1 CONSULTANCY

Pre-booked consultancy and training at Your head office or on site is available at an hourly rate premium of £95.00 plus applicable travel expenses.

2 STANDARDS OF PROFESSIONAL CONDUCT

We agree to treat You and Your employees with respect at all times, especially during times of business crises. In return, We expect the same treatment from You and Your employees for Our employees, contractors or vendors.

3 LOSS OF SERVICE

You recognise that We make every attempt to select the most reliable systems. The SLA is based on Us making all reasonable efforts to keep the Direct Debit System up and running efficiently and cost-effectively and We can guarantee 99.5% availability excluding planned maintenance.